



Cabazon Water District
14-618 Broadway Street • P.O. Box 297
Cabazon, California 92230

FINANCE & AUDIT COMMITTEE MEETING

AGENDA

Meeting Location:
Cabazon Water District Office
14-618 Broadway Street
Cabazon, California 92230

Meeting Date:
March 16, 2015 – 3:45 PM

CALL TO ORDER,
PLEDGE OF ALLEGIANCE,
ROLL CALL
PUBLIC COMMENT

Any person may address the Board of Directors at this time on any matter within the subject matter jurisdiction of the Cabazon Water District; however, any matter that requires action will be referred to staff for investigation and reported at a subsequent Board of Directors meeting. The Board of Directors is prohibited by law from discussing or taking immediate action on items during this public comment period. To comment on specific agenda items, please advise the Board secretary prior to the meeting. Each public comment will be limited to three (3) minutes. Individuals may not give their time away to another spokesperson. After two (2) minutes, the speaker will be notified that he/she has one (1) minute remaining. AB 1234 ORAL REPORTS (Gov. Code Sec. 53232.3(d))

FINANCE & AUDIT COMMITTEE

1. Discussion: Finance & Audit Committee Report
 - Balance Sheet
 - Profit and Loss Two Month
 - Profit and Loss Budget Comparison

ADJOURNMENT

ADA Compliance Issues

In compliance with the Americans with Disabilities Act & Government Code Section 54954.2, if special assistance is needed to participate in a Board meeting, please contact the Clerk of the Board at (951) 849-4442. Notification of at least 48 hours prior to meeting time will assist staff in assuring that reasonable arrangements can be made to provide accessibility at the meeting.



Cabazon Water District
14-618 Broadway Street • P.O. Box 297
Cabazon, California 92230

REGULAR BOARD MEETING

AGENDA

Meeting Location:
Cabazon Water District Office
14-618 Broadway Street
Cabazon, California 92230

Meeting Date:
March 16, 2015 – 6:00 PM

CALL TO ORDER

PLEDGE OF ALLEGIANCE

REMEMBRANCE OF OUR SERVICE MEN AND WOMEN

ROLL CALL

PUBLIC COMMENTS

Any person may address the Board of Directors at this time on any matter within the subject matter jurisdiction of the Cabazon Water District that is not listed on the agenda; however, any matter that requires action will be referred to staff for investigation and reported at a subsequent Board of Directors meeting. The Board of Directors is prohibited by law from discussing or taking immediate action on items during this public comment period. To comment on specific agenda items, please advise the Board secretary prior to the meeting. Each public comment will be limited to three (3) minutes. Individuals may not give their time away to another spokesperson. After two (2) minutes, the speaker will be notified that he/she has one (1) minute remaining. AB 1234 ORAL REPORTS (Gov. Code Sec. 53232.3(d))

CONSENT CALENDAR

All matters in this category are considered to be consistent with the Board/District goals, District Policies and Regulations adopted and/or approved by the Board of Directors, and will be enacted in one motion. There will be no separate discussion of these items. If discussion is required, items may be removed from the consent calendar and will be considered separately.

1. Approval of:
 - a. Finance and Audit Committee Meeting Minutes of February 23, 2015, regarding January 2015 Financials
 - b. AB1234 Ethics Training Minutes of February 23, 2015
 - c. Regular Board Meeting Minutes of February 23, 2015
2. Warrants – None
3. Awards of Contracts – None

UPDATES

Update: San Gorgonio Pass Water Taskforce Update
(by Director Mariner)

Update: Manager's Operations Report
(by General Manager Louie)

OLD BUSINESS

1. Discussion/Action: Customer Concern: Nicholas Christiansen, Mission St. Acct. No. 3-3067NC
2. Discussion/Action: Approval of revisions to Director Policies (by Board & General Counsel)
 - a. Approval of CIVILITY POLICY
 - b. Approval of policy for adding Future Items onto the Agenda by Board members.
 - c. Discussion on public request to the Board to add items onto the Agenda.
 - d. Public Comment Cards for Items on the Agenda (by Director Sanderson)
3. Discussion/Action: Request for reorganization of the Board (Chair and Vice Chair positions) by Director Sanderson.
4. Discussion/Action: Website Developer & Webmaster – Approval of proposed RFP (by General Manager)
5. Discussion/Action: California Sustainable Groundwater Management Act Workshop – Board to select a date and time. (by General Manager & Legal Counsel)
6. Discussion/Action: Selection of “ad hoc” committee to work with two Board members from other water retailers and San Gorgonio Pass Water Agency to discuss and review SGPWA plans on long-term water supply planning. (by General Manager & Board)
 - a. Selection of two (2) Board members

7. Discussion/Action: Approval of the RFP and Contract for Emergency Response, Repair, and Construction Crew Request for Proposal (RFP) (by General Manager)
- New Policy for Line Maintenance and Repair Contracts (by Director Tobias and Director Bui)

NEW BUSINESS

1. Discussion/Action: April Board meeting reschedule to April 13, 2015 due to scheduling conflicts. (by General Manager)
2. Discussion /Action: Complaint against Director Teresa Bui
- Improper Conduct – filed by Cabazon Resident
- Dishonesty – filed by Calvin Louie, General Manager

PUBLIC COMMENTS REGARDING CLOSED SESSION

Any person may address the Board of Directors at this time on any matter within the subject matter jurisdiction of the Cabazon Water District that is listed on the agenda for Closed Session; however, any matter that requires action will be referred to staff for investigation and reported at a subsequent Board of Directors meeting. The Board of Directors is prohibited by law from discussing or taking immediate action on items during this public comment period. To comment on specific agenda items, please advise the Board secretary prior to the meeting. Each public comment will be limited to three (3) minutes. Individuals may not give their time away to another spokesperson. After two (2) minutes, the speaker will be notified that he/she has one (1) minute remaining. AB 1234 ORAL REPORTS (Gov. Code Sec. 53232.3(d))

CLOSED SESSION

1. Conference with Legal Counsel – Anticipated Litigation

Significant Exposure to litigation pursuant to Government Code section 54956.9(d)(2) (1 case)

OPEN SESSION

Report to Public of Action Taken in Closed Session (if any)

BOARD/GENERAL MANAGER COMMENTS

1. Future Agenda Items

The Board Chair or the majority of the Board may direct staff to investigate and report back to an individual(s) and the Board on matters suggested or direct the General Manager/Board Secretary to place the matter on a future Board meeting.

- Suggested agenda items from the Public.
- Suggested agenda items from Board Members.
- Suggested agenda items from Management.

2. Board Member Comments

Board members may speak on items of information not requiring comment or discussion to the Board and public. (3 minutes)

3. Management Comments

Staff members may speak on items of information not requiring comment or discussion to the Board and public. Topics which may be included on a future meeting agenda may be presented but cannot be discussed. (3 minutes)

MISCELLANEOUS

1. Future Board Items/Next Board Meeting Date(s)

- a. Finance & Audit Workshop – April 13, 2015, 3:45 pm
- b. Regular Board Meeting – April 13, 2015, 6:00 pm
- c. Personnel Committee – None
- d. San Gorgonio Water Task Force – Technical Committee – Banning City Hall
March 25, 2015 – 4:30 PM
- e. San Gorgonio Water Task Force – General Meeting – Banning City Hall – March 25, 2015
– 6:00 PM

ADJOURNMENT

ADA Compliance Issues

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Cabazon Water District
14-618 Broadway Street • P.O. Box 297
Cabazon, California 92230

FINANCE & AUDIT COMMITTEE MEETING

MINUTES

Meeting Location:
Cabazon Water District Office
14-618 Broadway Street
Cabazon, California 92230

Meeting Date:
February 23, 2015 – 3:45 PM

CALL TO ORDER,
PLEDGE OF ALLEGIANCE,
ROLL CALL
PUBLIC COMMENT

Director Sanderson - Present
Director Mariner - Present

Calvin Louie (General Manager) - Present
Elizabeth Lemus, Board Secretary - Present
Linda Halley, Financial Consultant - Present

***Note: This meeting was recorded by the District -**

Any person may address the Board of Directors at this time on any matter within the subject matter jurisdiction of the Cabazon Water District; however, any matter that requires action will be referred to staff for investigation and reported at a subsequent Board of Directors meeting. The Board of Directors is prohibited by law from discussing or taking immediate action on items during this public comment period. To comment on specific agenda items, please advise the Board secretary prior to the meeting. Each public comment will be limited to three (3) minutes. Individuals may not give their time away to another spokesperson. After two (2) minutes, the speaker will be notified that he/she has one (1) minute remaining. AB 1234 ORAL REPORTS (Gov. Code Sec. 53232.3(d))

FINANCE & AUDIT COMMITTEE

1. Discussion: Finance & Audit Committee Report
 - Balance Sheet

- Profit and Loss Two Month
 - Profit and Loss Budget Comparison
- ↓ The District looks at three basic reports each month to get a high level overview of the financial position of the District.
- ↓ These Financial Statements are not Compiled, Reviewed, or Audited, but are created by the contract accountant in her position as Financial Controller of the District.
- ↓ The District has an independent financial audit each year. The District's year ends on June 30.
- ↓ The three reports the District reviews are the Balance Sheet, the Profit and Loss Two Months, and the Profit and Loss Budget Performance.
- ↓ The Balance Sheet shows what the District owns and what the District Owes.
- ↓ The Profit and Loss Two Months shows whether the District is consistent month to month with revenue and expenses.
- ↓ The Profit and Loss Budget Performance shows how the District is doing against the budget, and how the District is doing fiscal year to date.

The first report is the Balance Sheet.

- Total Checking/Savings is back up over \$150k. This is due to the tax revenue that comes in each January.
 - Account 11999 Accounts Receivable - Special Invoices, reflects the invoice the District has sent to DHPO to reimburse costs. The District has received word from DHPO that they are going to send this in.
 - Account - 10234 - LAIF -While still not high enough to support the District in a water crisis, this balance is higher than at any point since August 2010. Once the DHPO money comes in the District may want to move that over to LAIF.
 - Near the bottom of the report the District now shows reserves for various projects. The Almond Vault repair and refurbishment is anticipated to cost \$100k. The District has spent about \$50k to date, so the reserve is now \$50k.
 - These are the only items of note on the Balance Sheet.
- ↓ The Profit and Loss two month shows that
- Account 30010 Base Rate - Water Bills - is a substantially the same between the two months

- Accounts 40060- Stand by Fees, and 40020 Ad Valorem- show the \$90k of taxes that were received during January.
- Total 51000 - Payroll All Expenses is substantially lower in January than. This is because the District has a bi-weekly payroll and there were three pay dates that fell in December.
- Account 55180 Materials and Line Maintenance repair contractor shows that December was lower than usual, perhaps due to the holidays.
- Account 57080 - Computer Services- is quite high in December. This is because it is our last month for Hudec and our first month with Computer Gallery.
- Account 57530 - Legal Services - Continue to be high. The costs relate Board meeting issues- revising board policy for civility, website and lease items, water rights issues, employee contract issues.
- The District ended the month with a preliminary net income of \$76k

✚ The Profit & Loss Budget Performance has five columns. The first shows the actual income and expenses for the month. The second column shows the Budget for the month just ended. The middle column shows the year to date actual figures. The fourth column shows the Year to Date Budget. The last column shows the annual budget.

- Account 30010 Base Rate - Water Bills – The District is right where it anticipated it would be for the month, and a bit over year to date due to construction usage.
- Total 51000 Payroll All Expenses is under budget for the month and a bit under budget for the year.
- Account 55175 Materials and Line Maintenance Contractor is over budget about 17% year to date.
- 57575 Temporary Labor had no budget this year, but almost \$3k in expenditures. This relates to support for scanning the customer files to retain them electronically.
- 55190 Well Maintenance is substantially over the entire year budget due to the November purchase of the Octave meter and pulse module for \$11k.
- 57530 Legal Service expenses are now higher than the entire year's budget for them.

- Preliminary figures show the District with a year to date loss of \$24k. The District budgeted for a net income of \$9k at this point.

ADJOURNMENT

Motion to adjourn at 15:58 hr. made by Director Sanderson and 2nd by Director Mariner.

Director Mariner - Aye

Director Sanderson - Aye

Meeting adjourned at 15:58 hr. on February 26, 2015.

Kerri Mariner, President
Board of Directors
Cabazon Water District

Elizabeth Lemus, Secretary
Board of Directors
Cabazon Water District

ADA Compliance Issues

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Cabazon Water District
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AB1234 ETHICS BOARD/STAFF TRAINING

MINUTES

Meeting Location:
Cabazon Water District Office
14-618 Broadway Street
Cabazon, California 92230

Meeting Date:
February 23, 2015 – 4:00 PM – 6:00 PM

CALL TO ORDER,
PLEDGE OF ALLEGIANCE,
ROLL CALL

Director Joseph Tobias – Absent
Director Teresa Bui - Present
Director Martin Sanderson - Present
Board Vice Chair Janet Mejia - Present
Board Chair Kerri Mariner - Present

Calvin Louie, General Manager - Present
Elizabeth C. Lemus, Board Secretary - Present
Linda S. Halley, Financial Consultant - Absent
Steve Anderson, Best Best & Krieger Law Firm – Absent
Gary Schons, Best Best & Krieger Law Firm – Present

Note: This meeting was not recorded by the District

PUBLIC COMMENT

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AB 1234 ETHICS REVIEW

Presented by Mr. Gary Schons, Best Best & Krieger.

ADJOURNMENT

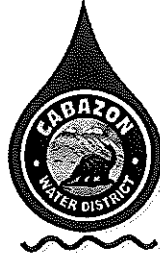
Motion to adjourn at 17:42 hr. made by Director Mejia and 2nd by Director Sanderson.

Director Tobias - Absent
Director Bui - Aye
Director Sanderson - Aye
Director Mejia - Aye
Director Mariner - Aye

Meeting adjourned at 17:42 hr. on Monday, February 23, 2015

ADA Compliance Issues

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Cabazon Water District
14-618 Broadway Street • P.O. Box 297
Cabazon, California 92230

REGULAR BOARD MEETING

MINUTES

Meeting Location:
Cabazon Water District Office
14-618 Broadway Street
Cabazon, California 92230

Meeting Date:
February 23, 2015 – 6:00 PM

CALL TO ORDER

PLEDGE OF ALLEGIANCE

REMEMBRANCE OF OUR SERVICE MEN AND WOMEN

ROLL CALL

Director Joseph Tobias – Present at around 18:24 hr.
Director Teresa Bui - Present
Director Martin Sanderson - Present
Board Vice Chair Janet Mejia - Present
Board Chair Kerri Mariner - Present

Calvin Louie, General Manager - Present
Elizabeth C. Lemus, Board Secretary - Present
Linda S. Halley, Financial Consultant - Absent
Joseph Ortiz, Best Best & Krieger Law Firm - Absent
Steve Anderson, Best Best & Krieger Law Firm - Present

Note: This meeting was recorded by the District -

PUBLIC COMMENTS

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action will be referred to staff for investigation and reported at a subsequent Board of Directors meeting. The Board of Directors is prohibited by law from discussing or taking immediate action on items during this public comment period. To comment on specific agenda items, please advise the Board secretary prior to the meeting. Each public comment will be limited to three (3) minutes. Individuals may not give their time away to another spokesperson. After two (2) minutes, the speaker will be notified that he/she has one (1) minute remaining. AB 1234 ORAL REPORTS (Gov. Code Sec. 53232.3(d))

CONSENT CALENDAR

All matters in this category are considered to be consistent with the Board/District goals, District Policies and Regulations adopted and/or approved by the Board of Directors, and will be enacted in one motion. There will be no separate discussion of these items. If discussion is required, items may be removed from the consent calendar and will be considered separately.

1. Approval of:

- a. Finance and Audit Committee Meeting Minutes of January 26, 2015, regarding December 2014 Financials
- b. Regular Board Meeting Minutes of January 26, 2015

2. Warrants – None

3. Awards of Contracts – None

Motion to approve consent calendar item (a.) Finance and Audit Committee Meeting Minutes of January 26, 2015, regarding December 2014 Financials made by Director Sanderson and 2nd by Director Bui

Director Tobias - Aye

Director Bui - Aye

Director Sanderson - Aye

Director Mejia - Aye

Director Mariner - Aye

Motion to approve consent calendar item (b.) Regular Board Meeting Minutes of January 26, 2015 with Director Bui's changes to the minutes* made by Director Sanderson and 2nd by Director Bui

Director Tobias - Aye

Director Bui - Aye

Director Sanderson - Aye

Director Mejia - Aye

Director Mariner – Aye

***Director Bui wanted the regular board minutes of 1-26-15 changed on pg. 2 of 9 near the bottom (**Director Bui wanted it recorded that she felt the December 15, 2014 Regular Board Meeting minutes were incorrect**) to say "The Chair individually decided to put Ms. Maxine Israel's agenda item request on the agenda without the consensus of the Board".**

February 23, 2015 Regular Board Meeting Minutes

Motion to cease the Regular Board meeting of February 23, 2015 at 21:00 hr. (place a time limit on the meeting).

Director Tobias - Aye
 Director Bui - Nay
 Director Sanderson - Aye
 Director Mejia - Aye
 Director Mariner – Aye

*NOTE: Because a time limit was set for the Board meeting to end, the General Manager asked the Board if they could reorganize the agenda in order to discuss the following items; the Board did not voice any objections to discussing the following items directly after the General Manager's Operations Report:

1. OLD BUSINESS: Discussion/Action Item #1: Approval of revisions to Director Policies (by Board & General Counsel)
2. OLD BUSINESS: Discussion/Action Item #2: Request for reorganization of the Board (Chair and Vice Chair positions) by Director Sanderson.
3. OLD BUSINESS: Discussion/Action Item #4: California Rural Water Association – South Tahoe Expo – April 27 – 29, 2015 – Board member's commitment to attend. (by Board Secretary & General Manager)
4. NEW BUSINESS: Discussion/Action Item #3: In-house or Contract Emergency Response, Repair, and Construction Crew (by General Manager).

Board to select hiring A) in-house employees or B) issue RFP to outsource these positions and services.

- a. Presentation on current contract emergency response repair and construction crew. (by Director Tobias)
- b. Staff report on in-house or contracting emergency response repair and construction crew. (by General Manager)

UPDATES

Update: San Gorgonio Pass Water Taskforce Update
 (by Director Mariner)

Update: Manager's Operations Report
 (by General Manager Louie)

- Almond Vault Repair Update
- Production Well Totalizer Replacements
- California Sustainable Groundwater Management Act.
- Collection Updates
- Calls for Service & Complaint Incidents

OLD BUSINESS

1. Discussion/Action: Approval of revisions to Director Policies (by Board & General Counsel)
 - a. Approval of CIVILITY POLICY
 - b. Approval of policy for adding Future Items onto the Agenda by Board members.
 - c. Discussion on public request to the Board to add items onto the Agenda.
 - d. Public Comment Cards for Items on the Agenda (by Director Sanderson)
 - e. Annual Reorganization of Chair and Co-Chair (by Director Sanderson)
 - f. Board packages be published and disbursed one (1) week prior to the Regular Board meeting (by Director Joe Tobias)

It was the consensus of the Board that they would like the Board Secretary to make her best efforts to compile and distribute the regular meeting board packets six to seven days in advance (the prior Monday or Tuesday before the board meeting) if possible, and if, in a rare circumstance, an emergency agenda item subject presents itself 72 hours before the regular board meeting which needs to be added to the agenda, the Board Secretary will make her best effort to notify Directors by email or phone call of any new urgent, last-minute agenda item and additional materials (if any). It was also noted by the Board that if a request to add an agenda item was received after the compilation or distribution of the regular meeting board packets, that unless that agenda item was a rare emergency, any requested agenda items must wait until the next scheduled board meeting in order to be added to the agenda.

Motion to approve the use of Public Comment Cards during Board Meetings: if the public wishes to comment on an Agenda item, the request shall be submitted on a District-designated Public Comment Card prior to the meeting. The card, supplied by management, will have a place for the Agenda item number which the individual may want to address, along with the speaking individual's name, and whether the speaker is neutral, for, or against the Agenda item being passed. The speaker will have 2 (two) minutes per agenda item, timed by the Vice-Chair. Only one Public Comment Card per agenda item per person may be submitted. Motion made by Director Sanderson and 2nd by Director Tobias

Director Tobias - Aye
Director Bui - Nay
Director Sanderson - Aye
Director Mejia - Aye
Director Mariner - Aye

2. Discussion/Action: Request for reorganization of the Board (Chair and Vice Chair positions) by Director Sanderson.

*NOTE: Due to a lack of time, this item was neither discussed nor voted on. It will be placed on the March 16, 2015 Regular Board Meeting Agenda for discussion/action.

3. Discussion/Action: Website Developer & Webmaster – Approval of proposed RFP (by General Manager)

*NOTE: Due to a lack of time, this item was neither discussed nor voted on. It will be placed on the March 16, 2015 Regular Board Meeting Agenda for discussion/action.

4. Discussion/Action: California Rural Water Association (CRWA) – South Tahoe Expo – April 27 – 29, 2015 – Board member's commitment to attend. (by Board Secretary & General Manager)

*NOTE: The General Manager requested that all Directors contact the District before 11:00 am the following day (2/24/2015) if they wished to attend the CRWA South Tahoe Expo (April 27-29, 2015) in order for class attendee registrations to be made. There were no objections to this voiced by the Board.

5. Discussion/Action: California Sustainable Groundwater Management Act Workshop – Board to select a date and time. (by General Manager & Legal Counsel)

*NOTE: Due to a lack of time, this item was neither discussed nor voted on. It will be placed on the March 16, 2015 Regular Board Meeting Agenda for discussion/action.

NEW BUSINESS

1. Discussion/Action: Customer Concern: Nicholas Christiansen, Mission St. Acct. No. 3-3067NC

*NOTE: Due to a lack of time, this item was neither discussed nor voted on. It will be placed on the March 16, 2015 Regular Board Meeting Agenda for discussion/action. Mr. Christiansen was not present at the meeting at anytime.

2. Discussion/Action: Selection of "ad hoc" committee to work with two Board members from other water retailers and San Geronio Pass Water Agency to discuss and review SGPWA plans on long-term water supply planning. (by General Manager & Board)

- a. Selection two (2) Board members

*NOTE: Due to a lack of time, this item was neither discussed nor voted on. It will be placed on the March 16, 2015 Regular Board Meeting Agenda for discussion/action.

NEW BUSINESS (Cont.)

3. Discussion/Action: In-house or Contract Emergency Response, Repair, and Construction Crew (by General Manager)

Board to select hiring A) in-house employees or B) Issue Request for Proposal (RFP) to outsource these positions and services.

- c. Presentation on current contract emergency response repair and construction crew. (by Director Tobias)
- d. Staff report on In-house or contracting emergency response repair and construction crew. (by General Manager)

Motion to generate a RFP* and present proposed RFP to the Board for approval during the March 16, 2015 Board Meeting to contract emergency response construction crews (outsourcing) made by Director Sanderson and 2nd by Director Mejia.

Director Tobias – Aye
Director Bui – Abstain
Director Sanderson – Aye
Director Mejia – Aye
Director Mariner – Nay

*NOTE: It was discussed and the consensus of the Board that any future agreements entered into by the District should be detailed contracts, with termination/opt-out clauses, etc.

*NOTE: After this item was discussed, the Board Meeting abruptly ended because of the earlier motion to end the Board Meeting at 9:00 pm. "Board/General Manager Comments", "Miscellaneous", and an official "Adjournment" were not made nor discussed. The Board left the premises and the meeting was finished.

BOARD/GENERAL MANAGER COMMENTS

1. Future Agenda Items

The Board Chair or the majority of the Board may direct staff to investigate and report back to an individual(s) and the Board on matters suggested or direct the General Manager/Board Secretary to place the matter on a future Board meeting.

- Suggested agenda items from the Public.
- Suggested agenda items from Board Members.
- Suggested agenda items from Management.

2. Board Member Comments

Board members may speak on items of information not requiring comment or discussion to the Board and public. (3 minutes)

3. Management Comments

Staff members may speak on items of information not requiring comment or discussion to the Board and public. Topics which may be included on a future meeting agenda may be presented but cannot be discussed. (3 minutes)

MISCELLANEOUS

1. Future Board Items/Next Board Meeting Date(s)

- a. Finance & Audit Workshop – March 16, 2015, 3:45 pm
- b. Regular Board Meeting – March 16, 2015, 6:00 pm
- c. Personnel Committee – None
- d. San Gorgonio Water Task Force – Technical Committee – Banning City Hall
March 25, 2015 – 4:30 PM
- e. San Gorgonio Water Task Force – General Meeting – Banning City Hall – March 25, 2015
– 6:00 PM

ADJOURNMENT

*NOTE: After "NEW BUSINESS: Discussion/Action Item #3: In-house or Contract Emergency Response, Repair, and Construction Crew" was discussed, the Board Meeting abruptly ended because of the earlier motion to end the Board Meeting at 9:00 pm (see top of pg. 3). "Board/General Manager Comments", "Miscellaneous", and an official "Adjournment" were not made nor discussed. The Board left the premises and the meeting was finished.

Meeting adjourned at 21:05 hr. on Monday, February 23, 2015

Kerri Mariner, President
Board of Directors
Cabazon Water District

Elizabeth Lemus, Secretary
Board of Directors
Cabazon Water District

ADA Compliance Issues

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Cabazon Water District
Balance Sheet
 As of February 28, 2015

Feb 28, 15

ASSETS

Current Assets

Checking/Savings

10120 · General Bank Account-Chase	110,106.80
10130 · Payroll Bank Account-Chase	5,365.24
10150 · Trust Account- Chase - Cus Dep	28,629.52
10170 · Local Petty Cash	100.00

Total Checking/Savings 144,201.56

Accounts Receivable

11999 · Accounts Rec - Special Invoices	131,373.93
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Total Accounts Receivable 131,373.93

Other Current Assets

10234 · LAIF	
10235 · LAIF	671,220.66
10255 · LAIF Annual Market Adjustment	200.17
Total 10234 · LAIF	<u>671,420.83</u>

10299 · Bank of NY Trustee Accounts

10400 · Reserve Fund - DWR-HS 528	49,477.15
10600 · Repayment Fund DWR-HS 525	24,663.84

Total 10299 · Bank of NY Trustee Accounts 74,140.99

10999 · Inventory Total

11000 · Inventory	88,486.23
10999 · Inventory Total - Other	145.48

Total 10999 · Inventory Total 88,631.71

12000 · *Accounts Receivable

12001 · Accounts Receivable - Co 1	95,715.36
12002 · Accounts Receivable - Co 2	37,539.39
12004 · Allow for Doubtful Accts Co 1	(16,192.28)
12005 · Allow for Doubtful Accts Co 2	(10,678.87)

Total 12000 · *Accounts Receivable 106,383.60

12351 · Miscellaneous Receivable (156.34)

12500 · Prepaid Expenses 14,839.48

12600 · A/R Beaumont CC Standby 11,680.16

Total Other Current Assets 966,940.43

Total Current Assets 1,242,515.92

Fixed Assets

14200 · Construction in Process

Cabazon Water District
Balance Sheet
 As of February 28, 2015

	Feb 28, 15
14200.8 · CIP Well Repairs	74,721.44
14201.1 · CIP DHPO Expansion	4,992.63
14201.2 · CIP Cabazon Outlets Expansion (Little Cabazon Mall - expansion)	9,692.35
14202.1 · Almond Vault Repair 2013	50,465.79
14202.2 · Wells 4,5- Pump and Well Rehab	103,087.75
14202.3 · CIP Board Room	4,803.96
Total 14200 · Construction in Process	247,763.92
14400 · Tools and Equipment	118,015.94
14700 · Source of Supply	
14750 · Source of Supply- DHPO Intercon	550,207.23
14700 · Source of Supply - Other	698,406.46
Total 14700 · Source of Supply	1,248,613.69
14800 · Transmission & Distribution	7,698,250.86
14900 · Buildings & Structures	140,359.22
15100 · Office Furniture and Equipment	104,776.61
15500 · Land	409,548.38
15600 · Intangible Plant	11,032.00
15700 · Vehicles	85,071.35
16000 · Accumulated Depreciation	(4,419,063.50)
Total Fixed Assets	5,644,368.47
TOTAL ASSETS	6,886,884.39
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · *Accounts Payable	48,816.46
Total Accounts Payable	48,816.46
Other Current Liabilities	
26201 · Misc Short Term Liability	
26203 · Jack Pryor	(692.41)
26206 · EDA Civic Center	623.35
Total 26201 · Misc Short Term Liability	(69.06)
22600 · Customer Deposits	
22601 · Customer Deposits - Co 1	3,340.00
22602 · Customer Deposits - Co 2	4,835.84
Total 22600 · Customer Deposits	8,175.84
22800 · Accrued Vacation Pay	9,722.18
23900 · DWR-HS Payable - Current	35,164.59

Cabazon Water District
Balance Sheet
As of February 28, 2015

	<u>Feb 28, 15</u>
23950 · Current Portion Zion's Bank Ln	71,437.14
Total Other Current Liabilities	<u>124,430.69</u>
Total Current Liabilities	173,247.15
Long Term Liabilities	
25700 · DWR-H Loan Payable (Payoff '26)	446,288.44
25750 · Zion's Bank Long Term (2023)	603,328.35
26000 · RCEDA Loan Payable	300,000.35
Total Long Term Liabilities	<u>1,349,617.14</u>
Total Liabilities	1,522,864.29
Equity	
39001 · Net Investment in Capital Asset	4,075,185.00
39002 · Restricted for Debt Service	252,222.00
39003 · Unrestricted Net Assets	
39003a · Reserved for Almond Vault Refur	50,000.00
39003 · Unrestricted Net Assets - Other	812,605.14
Total 39003 · Unrestricted Net Assets	<u>862,605.14</u>
39000 · Retained Earnings	241,649.04
Net Income	(67,641.08)
Total Equity	<u>5,364,020.10</u>
TOTAL LIABILITIES & EQUITY	<u><u>6,886,884.39</u></u>

Cabazon Water District
Profit & Loss
January through February 2015

	Jan 15	Feb 15
Ordinary Income/Expense		
Income		
30000 · Operating Income		
30010 · Base Rate - Water Bills	82,327.41	84,966.41
30025 · Fire Sales - Water Bills	240.00	240.00
30030 · Penalty Fees - Water Bills	2,377.84	2,074.63
30032 · Lien Reinstatement Fees	0.00	0.00
30035 · New Account Fees - Water Bills	145.00	185.00
30100 · Meter Install and Removal	0.00	0.00
30110 · Incident Fee - Water Bills	0.00	40.00
30140 · Returned Check Fees	60.00	185.00
40060 · Stand By Fees - Tax Revenue	69,544.72	0.00
Total 30000 · Operating Income	154,694.97	87,691.04
40000 · Non-Operating Income		
40002 · Property Taxes		
40020 · Ad Valorem - Tax Revenue	20,775.56	0.00
Total 40002 · Property Taxes	20,775.56	0.00
30040 · Cell Tower Lease Income	2,498.78	3,780.86
40001 · Interest Income		
30160 · Interest Inc - Gen, Trust, Payr	1.19	1.16
40050 · Interest Income LAIF	429.81	0.00
40095 · Interest Income - Water bills	319.59	259.16
Total 40001 · Interest Income	750.59	260.32
40150 · Miscellaneous Non-Operating Inc	5,207.52	145.48
Total 40000 · Non-Operating Income	29,232.45	4,186.66
Total Income	183,927.42	91,877.70
Gross Profit	183,927.42	91,877.70
Expense		
51000 · Payroll - All Expenses		
53000 · Payroll Summary		
57550 · Directors' Fees	0.00	800.00
56000 · Management and Customer Service		
56020 · Customer Accounts	2,721.75	2,783.31
56015 · Admin Assistant	3,283.54	3,383.79
56010 · General Manager	6,156.82	6,156.82
Total 56000 · Management and Customer Service	12,162.11	12,323.92
56100 · Water Operations		
56116 · Meter Reader	1,587.60	1,670.28

Cabazon Water District
Profit & Loss
 January through February 2015

	Jan 15	Feb 15
56110 · Water Tech II	0.00	0.00
Total 56100 · Water Operations	1,587.60	1,670.28
Total 53000 · Payroll Summary	13,749.71	14,794.20
56400 · Payroll - Employee Ben Expense		
56310 · Workers Comp.	0.00	0.00
56315 · Employee Health Care	2,444.25	2,444.25
56320 · Pension	2,079.47	2,109.53
56440 · Union Dues	25.91	(52.70)
56445 · Aflac Deductions	0.00	0.00
Total 56400 · Payroll - Employee Ben Expense	4,549.63	4,501.08
56300 · Payroll Expenses - Taxes, etc		
56410 · FICA and Medicare	1,039.61	1,119.52
56420 · SUI and ETT	842.56	597.72
56430 · Medical Testing	0.00	85.00
Total 56300 · Payroll Expenses - Taxes, etc	1,882.17	1,802.24
Total 51000 · Payroll - All Expenses	20,181.51	21,097.52
55300 · Operational Expenses		
55100 · Facilities, Wells, Trans, Dist		
55110 · Lab Fees	950.00	120.00
55120 · Site Maintenance	492.12	3,138.87
55130 · Meters	2,060.01	50.00
55138 · Generator Service Contractor	505.50	0.00
55150 · Utilities - Wells	8,265.75	2,696.56
55170 · SCADA (no ongoing contract)	25.92	0.00
55175 · Line Maint and Repair Contractor	20,445.00	14,263.00
55180 · Line Maint and Repair Materials	7,376.08	9,032.63
55190 · Well Maintenance		
55160 · Chemicals	0.00	934.57
55190 · Well Maintenance - Other	5,877.14	10,499.62
Total 55190 · Well Maintenance	5,877.14	11,434.19
55200 · Security		
55230 · Crime Prevention (PSI & Verizon)	0.00	219.58
55250 · Alarms		
55255 · Alarm Phones	57.42	97.49
Total 55250 · Alarms	57.42	97.49
55290 · Audio Alarm (cont exp xx/xx)	191.00	191.00
57295 · Video Eq Lease (exp xx/xx)	1,420.00	1,420.00
Total 55200 · Security	1,668.42	1,928.07

Cabazon Water District
Profit & Loss
January through February 2015

	Jan 15	Feb 15
57540 · Engineering Services	4,348.00	0.00
Total 55100 · Facilities, Wells, Trans, Dist	52,013.94	42,663.32
58000 · Utilities - Office		
58010 · Electricity	902.19	815.46
58020 · Gas	127.61	70.59
58030 · Telephone	742.45	773.30
58040 · Sanitation	155.38	155.38
Total 58000 · Utilities - Office	1,927.63	1,814.73
57000 · Office Expenses		
57025 · Supplies & Equipment	537.13	585.01
57030 · Copier and Supplies	489.25	489.25
57035 · Dues & Subscriptions	522.00	0.00
57045 · Postage	390.61	358.08
57080 · Computer Services	1,903.89	7,613.65
57000 · Office Expenses - Other	2,695.00	695.00
Total 57000 · Office Expenses	6,537.88	9,740.99
57500 · Support Services		
57575 · Temporary Labor	0.00	0.00
57515 · Financial Audit (through 2013)	0.00	950.00
57520 · Accounting (contract exp 12/13)	1,041.25	531.25
57530 · Legal Services	5,583.97	0.00
57560 · Bank Service Charges	135.19	120.33
57570 · Payroll Service	322.00	218.35
Total 57500 · Support Services	7,082.41	1,819.93
56500 · Management & Support		
56520 · Seminars/Training	500.00	15.00
56540 · Travel and Meals	33.48	108.63
Total 56500 · Management & Support	533.48	123.63
58500 · General Liability Insurance	1,711.19	1,711.19
59500 · Service Tools & Equipment		
59510 · Shop Supplies and Small Tools	0.00	16.20
59525 · Vehicle Fuel	1,003.05	98.23
59540 · Tractor Expenses	476.52	1,635.39
59541 · Backhoe Fuel	1,953.52	100.00
59560 · Service Trucks - Repair and Mtn	207.73	1,662.87
59571 · Water Ops Cell Phone/ Internet	188.58	0.00
59572 · Water Ops Computer Internet	60.31	0.00
Total 59500 · Service Tools & Equipment	3,889.71	3,512.69

Cabazon Water District
Profit & Loss
January through February 2015

	<u>Jan 15</u>	<u>Feb 15</u>
Total 55300 · Operational Expenses	73,696.24	61,386.48
65000 · Non-Operating Expenses		
56560 · Miscellaneous	135.52	190.52
64000 · Returned Checks	0.00	80.00
66900 · Reconciliation Discrepancies	<u>(20.00)</u>	<u>(320.00)</u>
Total 65000 · Non-Operating Expenses	115.52	(49.48)
66000 · Depreciation and Amortization		
66100 · Depreciation	<u>22,189.00</u>	<u>22,189.00</u>
Total 66000 · Depreciation and Amortization	<u>22,189.00</u>	<u>22,189.00</u>
Total Expense	<u>116,182.27</u>	<u>104,623.52</u>
Net Ordinary Income	<u>67,745.15</u>	<u>(12,745.82)</u>
Net Income	<u><u>67,745.15</u></u>	<u><u>(12,745.82)</u></u>

Preliminary

Cabazon Water District Profit & Loss Budget Performance

February 2015

	Feb 15	Budget	Jul '14 - Feb 15	YTD Budget	Annual Budget
Ordinary Income/Expense					
Income					
30000 · Operating Income					
30010 · Base Rate - Water Bills	84,966.41	89,742.00	753,770.17	757,936.00	1,136,900.00
30025 · Fire Sales - Water Bills	240.00	240.00	1,920.00	1,920.00	2,880.00
30030 · Penalty Fees - Water Bills	2,074.63	2,333.00	22,619.28	18,664.00	28,000.00
30032 · Lien Reinstatement Fees	0.00		200.00		
30035 · New Account Fees - Water Bills	185.00		1,710.00		
30100 · Meter Install and Removal	0.00		0.00		
30110 · Incident Fee - Water Bills	40.00		40.00		
30140 · Returned Check Fees	185.00		575.00		
40010 · Basic Facilities Fee	0.00		8,020.00		
40060 · Stand By Fees - Tax Revenue	0.00		69,544.72	73,000.00	100,000.00
Total 30000 · Operating Income	87,691.04	92,315.00	858,399.17	851,520.00	1,267,780.00
40000 · Non-Operating Income					
40002 · Property Taxes					
40020 · Ad Valorem - Tax Revenue	0.00		24,773.83	26,000.00	49,000.00
40085 · Teeter Settlement Income	0.00		298.75		12,000.00
Total 40002 · Property Taxes	0.00		25,072.58	26,000.00	61,000.00
30040 · Cell Tower Lease Income	3,780.86	2,508.00	21,272.32	20,064.00	30,100.00
40001 · Interest Income					
40076 · Interest Income - Zion's Bank	0.00		1.19		
30160 · Interest Inc - Gen, Trust, Payr	1.16		12.76		
40050 · Interest Income LAIF	0.00		838.28	800.00	1,700.00
40055 · Interest Income - DWR	0.00		1.97		
40095 · Interest Income - Water bills	259.16	300.00	3,268.63	2,400.00	3,600.00
Total 40001 · Interest Income	260.32	300.00	4,122.83	3,200.00	5,300.00
40150 · Miscellaneous Non-Operating Inc	145.48		9,474.50		
Total 40000 · Non-Operating Income	4,186.66	2,808.00	59,942.23	49,264.00	96,400.00
Total Income	91,877.70	95,123.00	918,341.40	900,784.00	1,364,180.00
Cost of Goods Sold					
50000 · Cost of Goods Sold					
	0.00		0.00		
Total COGS	0.00		0.00		
Gross Profit	91,877.70	95,123.00	918,341.40	900,784.00	1,364,180.00
Expense					
51000 · Payroll - All Expenses					
53000 · Payroll Summary					

Cabazon Water District
Profit & Loss Budget Performance
February 2015

	<u>Feb 15</u>	<u>Budget</u>	<u>Jul '14 - Feb 15</u>	<u>YTD Budget</u>	<u>Annual Budget</u>
57550 · Directors' Fees	800.00	1,183.00	8,300.00	9,464.00	14,200.00
56000 · Management and Customer Service					
56020 · Customer Accounts	2,783.31	2,708.00	25,143.24	24,372.00	35,200.00
56015 · Admin Assistant	3,383.79	3,123.00	29,013.99	28,108.00	40,600.00
56010 · General Manager	6,156.82	6,392.00	58,475.07	57,528.00	83,100.00
Total 56000 · Management and Custome	12,323.92	12,223.00	112,632.30	110,008.00	158,900.00
56100 · Water Operations					
56116 · Meter Reader	1,670.28	1,638.00	10,286.19	14,744.00	21,300.00
56110 · Water Tech II	0.00		0.00		
Total 56100 · Water Operations	1,670.28	1,638.00	10,286.19	14,744.00	21,300.00
Total 53000 · Payroll Summary	14,794.20	15,044.00	131,218.49	134,216.00	194,400.00
56400 · Payroll - Employee Ben Expense					
56310 · Workers Comp.	0.00	623.00	4,187.44	5,608.00	8,100.00
56315 · Employee Health Care	2,444.25	2,350.00	16,745.51	18,800.00	28,200.00
56320 · Pension	2,109.53	2,485.00	20,071.67	22,364.00	32,300.00
56440 · Union Dues	(52.70)		(26.79)		
56445 · Aflac Deductions	0.00		(160.12)		
Total 56400 · Payroll - Employee Ben Expe	4,501.08	5,458.00	40,817.71	46,772.00	68,600.00
56300 · Payroll Expenses - Taxes, etc					
56410 · FICA and Medicare	1,119.52	1,062.00	9,834.55	9,556.00	13,800.00
56420 · SUI and ETT	597.72	192.00	1,962.93	1,536.00	2,300.00
56430 · Medical Testing	85.00	77.00	750.00	616.00	920.00
Total 56300 · Payroll Expenses - Taxes, etc	1,802.24	1,331.00	12,547.48	11,708.00	17,020.00
Total 51000 · Payroll - All Expenses	21,097.52	21,833.00	184,583.68	192,696.00	280,020.00
55300 · Operational Expenses					
57800 · DHPD Operational Expenses					
57810 · Operating Expenses - DHPO	0.00		3,954.77		
57820 · Legal Services - DHPO	0.00		2,012.50		
Total 57800 · DHPD Operational Expenses	0.00		5,967.27		
55100 · Facilities, Wells, Trans, Dist					
55110 · Lab Fees	120.00	1,758.00	5,315.00	14,064.00	21,100.00
55120 · Site Maintenance	3,138.87	125.00	7,100.30	1,000.00	1,500.00
55130 · Meters	50.00	625.00	7,810.14	5,000.00	7,500.00
55131 · Meter Reading	0.00		0.00		
55138 · Generator Service Contractor	0.00	117.00	1,653.07	936.00	1,400.00
55140 · Median Maintenance	0.00	500.00	2,600.00	4,000.00	6,000.00
55150 · Utilities - Wells	2,696.56	9,167.00	61,213.24	73,336.00	110,000.00

Cabazon Water District
Profit & Loss Budget Performance
February 2015

	Feb 15	Budget	Jul '14 - Feb 15	YTD Budget	Annual Budget
55170 · SCADA (no ongoing contract)	0.00	600.00	2,168.85	4,800.00	7,200.00
55175 · Line Mait and Repair Contractor	14,263.00	17,350.00	158,303.50	138,800.00	208,200.00
55180 · Line Maint and Repair Materials	9,032.63	7,500.00	52,801.56	60,000.00	90,000.00
55190 · Well Maintenance					
55160 · Chemicals	934.57	292.00	1,937.69	2,336.00	3,500.00
55190 · Well Maintenance - Other	10,499.62	625.00	40,873.92	5,000.00	7,500.00
Total 55190 · Well Maintenance	11,434.19	917.00	42,811.61	7,336.00	11,000.00
55200 · Security					
55230 · Crime Prevention (PSI & Veriz)	219.58		219.58		
55250 · Alarms					
55255 · Alarm Phones	97.49	58.00	842.48	464.00	700.00
55250 · Alarms - Other	0.00		525.30		
Total 55250 · Alarms	97.49	58.00	1,367.78	464.00	700.00
55280 · Materials	0.00	42.00	736.23	336.00	500.00
55290 · Audio Alarm (cont exp xx/xx)	191.00	225.00	1,528.00	1,800.00	2,700.00
57295 · Video Eq Lease (exp xx/xx)	1,420.00	742.00	11,360.00	5,936.00	8,900.00
55200 · Security - Other	0.00		425.00		
Total 55200 · Security	1,928.07	1,067.00	15,636.59	8,536.00	12,800.00
55740 · Engineering Services	0.00	1,000.00	24,131.30	8,000.00	12,000.00
Total 55100 · Facilities, Wells, Trans, Dist	42,663.32	40,726.00	381,545.16	325,808.00	488,700.00
58000 · Utilities - Office					
58010 · Electricity	815.46	1,000.00	8,187.58	8,000.00	12,000.00
58020 · Gas	70.59	75.00	408.63	600.00	900.00
58030 · Telephone	773.30	750.00	5,944.46	6,000.00	9,000.00
58040 · Sanitation	155.38	275.00	1,243.04	2,200.00	3,300.00
Total 58000 · Utilities - Office	1,814.73	2,100.00	15,783.71	16,800.00	25,200.00
57000 · Office Expenses					
57085 · Water Billing System	0.00	250.00	0.00	2,000.00	3,000.00
57025 · Supplies & Equipment	585.01	717.00	5,986.30	5,736.00	8,600.00
57030 · Copier and Supplies	489.25	635.00	4,799.11	5,080.00	7,620.00
57035 · Dues & Subscriptions	0.00	50.00	522.00	400.00	600.00
57045 · Postage	358.08	750.00	3,880.16	6,000.00	9,000.00
57050 · Printing & Publications	0.00	208.00	170.00	1,664.00	2,500.00
57080 · Computer Services	7,613.65	2,583.00	27,156.48	20,664.00	31,000.00
65870 · Office/Radio	0.00		1,560.00		
57000 · Office Expenses - Other	695.00		5,120.48		
Total 57000 · Office Expenses	9,740.99	5,193.00	49,194.53	41,544.00	62,320.00
57500 · Support Services					

Cabazon Water District
Profit & Loss Budget Performance
February 2015

	Feb 15	Budget	Jul '14 - Feb 15	YTD Budget	Annual Budget
57575 · Temporary Labor	0.00		1,940.25		
57515 · Financial Audit (through 2013)	950.00	2,650.00	15,854.00	21,200.00	31,800.00
57520 · Accounting (contract exp 12/13)	531.25	1,917.00	9,139.61	15,336.00	23,000.00
57530 · Legal Services	0.00	4,167.00	74,267.78	33,336.00	50,000.00
57560 · Bank Service Charges	120.33	200.00	1,237.39	1,600.00	2,400.00
57570 · Payroll Service	218.35	208.00	2,097.50	1,664.00	2,500.00
Total 57500 · Support Services	1,819.93	9,142.00	104,536.53	73,136.00	109,700.00
56500 · Management & Support					
56520 · Seminars/Training	15.00	792.00	1,990.00	6,336.00	9,500.00
56540 · Travel and Meals	108.63	762.00	4,512.92	6,096.00	9,140.00
Total 56500 · Management & Support	123.63	1,554.00	6,502.92	12,432.00	18,640.00
57600 · Other Fees					
57610 · Riverside County Fees	0.00	425.00	405.39	3,400.00	5,100.00
57620 · State Water fees	0.00	958.00	0.00	7,664.00	11,500.00
Total 57600 · Other Fees	0.00	1,383.00	405.39	11,064.00	16,600.00
58500 · General Liability Insurance	1,711.19	2,000.00	13,689.52	16,000.00	24,000.00
59500 · Service Tools & Equipment					
59510 · Shop Supplies and Small Tools	16.20	208.00	150.14	1,664.00	2,500.00
59525 · Vehicle Fuel	98.23	1,500.00	9,112.13	12,000.00	18,000.00
59530 · Employee Uniforms	0.00	125.00	641.77	1,000.00	1,500.00
59540 · Tractor Expenses	1,635.39	125.00	3,375.52	1,000.00	1,500.00
59541 · Backhoe Fuel	100.00	83.00	4,434.26	664.00	1,000.00
59550 · Equipment Rental	0.00		0.00	0.00	0.00
59560 · Service Trucks - Repair and Mtn	1,662.87	750.00	6,165.25	6,000.00	9,000.00
59571 · Water Ops Cell Phone/ Internet	0.00	192.00	1,314.33	1,536.00	2,300.00
59572 · Water Ops Computer Internet	0.00	125.00	423.97	1,000.00	1,500.00
59590 · Communications	0.00	42.00	0.00	336.00	500.00
59500 · Service Tools & Equipment - Oth	0.00		312.32		
Total 59500 · Service Tools & Equipment	3,512.69	3,150.00	25,929.69	25,200.00	37,800.00
Total 55300 · Operational Expenses	61,386.48	65,248.00	603,554.72	521,984.00	782,960.00
65000 · Non-Operating Expenses					
65560 · Miscellaneous	190.52	833.00	2,173.64	6,664.00	10,000.00
65570 · Image Consultant	0.00	167.00	552.50	1,336.00	2,000.00
64000 · Returned Checks	80.00		(104.86)		
65100 · Grant/Loan Processing Fee	0.00	100.00	1,325.00	800.00	1,200.00
65200 · DWR Interest on Loans	0.00	1,250.00	3,713.18	10,000.00	15,000.00
65350 · DHPO Interest Expense	0.00	1,475.00	4,427.75	11,800.00	17,700.00
66900 · Reconciliation Discrepancies	(320.00)		(825.13)		
65910 · Elm St. Property	0.00		9,070.00		

Cabazon Water District
Profit & Loss Budget Performance
 February 2015

	<u>Feb 15</u>	<u>Budget</u>	<u>Jul '14 - Feb 15</u>	<u>YTD Budget</u>	<u>Annual Budget</u>
Total 65000 · Non-Operating Expenses	(49.48)	3,825.00	20,332.08	30,600.00	45,900.00
66000 · Depreciation and Amortization					
66100 · Depreciation	22,189.00	20,258.00	177,512.00	162,064.00	243,100.00
Total 66000 · Depreciation and Amortization	22,189.00	20,258.00	177,512.00	162,064.00	243,100.00
Total Expense	104,623.52	111,164.00	985,982.48	907,344.00	1,351,980.00
Net Ordinary Income	(12,745.82)	(16,041.00)	(67,641.08)	(6,560.00)	12,200.00
Net Income	(12,745.82)	(16,041.00)	(67,641.08)	(6,560.00)	12,200.00

Preliminary



MEMORANDUM

DATE: March 10, 2015
TO: Cabazon Water District Board of Directors
FROM: Calvin Louie - General Manager
SUBJ: Director Teresa Bui – Dishonesty
cc:

Background

During the regular scheduled Board meeting of the Cabazon Water District's Board of Directors, I (GM) provided a report of an investigation I conducted regarding a complaint filed by a resident, Ernie Saldana against the District's contractor and General Manager on February 5, 2015.

The GM reported to the Board that Mr. Saldana stated he observed the District's contractor taking sand from the wash (flood channel). Mr. Saldana inquired if the contractor had permission to take sand from the wash. Mr. Saldana also wrote on his written complaint dated February 5, 2015, *"Is it right for our General Manager to look the other way not acknowledge that this is not appropriate."*

Statement of Facts

At the February 23, 2015 Regular Board meeting, the GM reported to the Board the following on:

1. The GM told the Board the Contractor admitted to taking sand from the wash when the GM questioned him.
2. In the response letter to Mr. Saldana dated February 10, 2015, it was suggested to Mr. Saldana to contact either the Riverside Sheriff's Department or the County of Riverside Flood Control and share their (Saldana and Bui) observations and videos if they felt a violation had occurred.
3. The GM had determined the complaint as **UNFOUNDED** unless the majority of the Board directs the GM to take additional actions.
4. Director Bui, even though defending her husband's (Mr. Saldana) complaint, vigorously denied she was involved with the complaint when the GM brought up the fact that a resident had contacted him (GM), informing the GM that Director Bui was a) loitering around his (resident) property videotaping the District's contractor while working, b) stated she (Bui) was documenting how wasteful the water district was with rate payers money because of the numerous complaints about high water rates she (Bui) allegedly had received, and c) the resident had asked her to leave twice or he would call the Sheriff's Department.

Director Bui accused the GM of falsely manufacturing the facts of his investigation during the Board meeting of February 23, 2015.

"In fact, during the course of the investigation I spoke with the resident who had asked you...remembering me, twice to stop loitering around his (resident) property. This is going to be investigated because he didn't say that. That's you saying it. (Bui accusing Louie) And it will be investigated. In fact, he's very interested in the letter and we gave him a copy of it. So it's you (Bui referring to Louie) that will be under investigation, so you know it."

On March 2, 2015, Andy Brittain, the resident the GM had contacted on the day of investigating Mr. Saldana's complaint, contacted the District office about Mr. Saldana and implicating Director Bui's involvement in the incident that occurred on February 5, 2015. The resident reiterated, *"Ernie Saldana and his wife (Director Teresa Bui) were outside my home with a video camera. I asked them to leave before I called the police."*

The resident stated Mr. Saldana had returned to his house *"giving my wife a hard time"* about the statement he (Brittain) had given to the *"water company"* (GM). The resident indicated Mr. Saldana did leave a copy of the letter the GM had sent to Mr. Saldana on February 10, 2015 and his (Saldana) cell number.

The resident requested the District to ask him to not return to my house and that its private property".

Opinions & Conclusions

- Based on the statements and facts, it is clear that Director Bui was working in concert with her husband, Mr. Ernie Saldana in forming the complaint against the District's contractor and the GM (Louie). Director Bui's actions plainly depicts she was very involved with aiding Mr. Saldana's recent complaint against the District's contractor and GM.
- This is not the first occasion Director Bui has knowingly participated in making public defamatory comments, false and erroneous allegations against the GM (Louie).

Remedies

1. The General Manager Calvin Louie **DEMANDS** a written and public apology from Director Bui for accusing him of fabricating that she (Director Bui) was loitering about a resident's property while videotaping the District's contractor repair crew and the resident had asked Director Bui twice to leave or he would call the police.

Director Bui's unceasing erroneous and false allegations against the GM, coupled with the resident's unsolicited complaint against her husband's action, including her participation during the incident at the Eucalyptus Ave. job site on February 5, 2015, undoubtedly shows Director Bui was dishonest in her reply accusing the General Manager, Calvin Louie contrived the facts of his report.

2. The General Manager Calvin Louie request water board members, Director Kerri Mariner, Director Janet Mejia, Director Martin Sanderson, and Director Joseph Tobias vote to censor Director Bui's demeanor and actions. It is in my opinion, Director Bui's actions are an embarrassment and a liability to the District in her behavior which is not fitting with the mission of the Cabazon Water District and its Board of Directors.
3. The General Manager Calvin Louie request the Board of Directors to approve a letter to the resident and water customer that submitted the complaint apologizing on behalf of the District for the incident; explaining the Cabazon Water District has no control over Mr. Saldana's actions.

Further, the Board of Directors does not agree with Director Bui's actions, who Bui is acting independently and her demeanor which is not fitting with the mission of the Cabazon Water District and its Board of Directors.



Cabazon Water District

P.O. Box 297 - 14618 Broadway Street
Cabazon, California 92230
(951) 849-4442

Customer Account Review Request

Customer Information

Service Address: Mission St. Date: 2/9/15
Applicant Name: Christiansen Nicholas E
Last First M.I.
Account Number: 3-3067NC Date of Water Bill Requesting to Review: 12/11/15 and 1/12/2015

Description of the Reason for your Request to have your Water Bill Reviewed (ATTACHED ADDITIONAL PAGES IF REQUIRED, PHOTOS, AND SUPPORTING EVIDENCE)

For the last 2 years our usage of water has been 100-400 ccf after new piping and meter water went up 2000 ccf usage. They only ran the meter test of the new meter, but not our old meter. We would only use 2500 ccf for a whole year and now that is what we are getting charged every month. We even lowered sprinkler usage and everything in house has stayed the same. Also no leaks on our side. ~~Also no leaks further~~

What is your proposed resolution? (PLEASE SUBMIT YOUR PROPOSAL TO RESOLVE THIS MATTER)

I would like further testing to get to the bottom of the problem. Also better customer service and professionalism from the store management (woman).

Management Response (SEE ATTACHED COPY OF THE RESPONSE FROM MANAGEMENT TO CUSTOMER)

Date of Response to Customer: _____ Response made by: _____

Status and Date of offer made to Customer: ACCEPTED: / /
DECLINED: / /
DECLINED/REQUEST for APPEAL to Water Board: / /



Cabazon Water District

14816 Broadway Street • P.O. Box 297
Cabazon, California 92230

February 11, 2015

Mr. Nicholas Christiansen
Mission Avenue
Cabazon, California 92230

RE: Water Account #3-3067NC

Dear Mr. Christiansen,

I appreciate you taking the time in sharing your concerns about your water usage. You stated in your Customer Account Review Request (CARR), you feel you average monthly water consumption is generally around 100 - 400 cubic feet (ft³) of water for the last two years. I am assuming you are referring to 2013-2014.

I read your water meter (#00231843) yesterday (02/10/2015), at approximately 10:20 AM. The reading was 0050.98. Today (02/11/2015), at approximately 1:32 PM, I read your water meter and the reading was 0051.95. This equates to 0.97 Hundred Cubic Feet (HCF) (= 0051.95 - 0050.98) of water usage between the hours of 1020 hr., yesterday to 1332 hr. today.

Based on this reading, you have used 0.86 HCF within a 24 hour period. This would reflect a monthly water usage of 2600 cubic feet (ft³) if the last 24 hour recorded water usage was actually your monthly usage.

$0051.95 \text{ HCF} - 0050.98 \text{ HCF} = 0.97 \text{ HCF in 27 hours} = 0.036 \text{ HCF per hour} \times 24 \text{ hours} = 0.86 \text{ HCF per day} \times 30 \text{ days} = 2600 \text{ ft}^3 \text{ per month}$

Water Meter Replacement

Over time, water meters become less accurate and can provide inaccurate water readings. By replacing meters, the Cabazon Water District will be able to bill more accurately and efficiently for water usage.

In addition, the water meter reader uses a handheld meter reading device. The new meter reading tools alert the Customer Accounts Department (CAD) of any unusual or high water usage. The CAD in turn issues a work order to have the meter reread before publication of bills.

ARTICLE & - GENERAL USE REGULATIONS

7.3 RESPONSIBILITY FOR EQUIPMENT ON PREMISES

All facilities installed by the District on private property for the purpose of rendering water service, up to and including the water meter, shall remain the property of the District and may be maintained, repaired or replaced by the District without consent or interference of the owner or other Customer. The owner or Customer shall use reasonable care in the protection of the facilities. No payment shall be made by the District for placing or maintaining said facilities on private property.


The District reserves the right to continue the use of the current water meter (#00231843) which on January 8, 2015 it tested 99.8% accurate.

You have been placed on the agenda to address the water board at the next regular Board meeting scheduled for Monday, February 23, 2015, at 6:00 PM in the Board/Multi-purpose room located at 14618 Broadway Street, Cabazon, CA 92230.

If you will be unable to appear during the February 23, 2015 Board meeting, please notify the District office ahead of time. Failure to appear before the Board of Directors (Board) does not prohibit the Board from making a decision regarding your request/account.

I hope this has been helpful to you. Please free feel to call the District if you have any further questions.

Regards,


Calvin Louie
General Manager

Customer Transaction Summary

Customer Information
 ACCT. NO : 3-3067NC
 NICHOLAS CHRISTIANSEN
 1 MISSION STREET
 CABAZON, CA 92230-

Location Information
 SERVICE ID : 3-526202018
 MISSION
 CABAZON, CA 92230

Date	Type	Read Date	Reading	Usage	Prior Balance	Transaction Amount	Balance
08/01/2013	Adjustment				0.00	26.28	26.28
08/25/2013	Payment				26.28	-26.28	0.00
08/29/2013	F Charge	08/12/2013	509900	300	0.00	34.60	34.60
09/09/2013	Payment				34.60	-34.60	0.00
09/30/2013	Charge	09/12/2013	510300	400	0.00	38.14	38.14
10/16/2013	Payment				38.14	-38.14	0.00
10/31/2013	Charge	10/14/2013	510600	300	0.00	38.14	38.14
11/18/2013	Payment				38.14	-38.14	0.00
11/27/2013	Charge	11/12/2013	510800	200	0.00	38.14	38.14
12/18/2013	Payment				38.14	-38.14	0.00
12/31/2013	Charge	12/12/2013	511200	400	0.00	38.14	38.14
01/21/2014	Payment				38.14	-38.14	0.00
01/30/2014	Charge	01/13/2014	511400	200	0.00	38.14	38.14
02/18/2014	Payment				38.14	-38.14	0.00
02/27/2014	Charge	02/13/2014	511700	300	0.00	40.05	40.05
03/20/2014	Payment				40.05	-40.05	0.00
03/31/2014	Charge	03/13/2014	511900	200	0.00	40.05	40.05
04/17/2014	Payment				40.05	-40.05	0.00
04/20/2014	Charge	04/14/2014	512200	300	0.00	40.05	40.05
05/01/2014	Payment				40.05	-40.05	0.00
05/29/2014	Charge	05/15/2014	512500	300	0.00	40.05	40.05
06/17/2014	Payment				40.05	-40.05	0.00
06/30/2014	Charge	06/12/2014	512700	200	0.00	40.05	40.05
07/21/2014	Payment				40.05	-40.05	0.00
07/31/2014	Charge	07/10/2014	512800	100	0.00	40.05	40.05
08/20/2014	Payment				40.05	-40.05	0.00
08/27/2014	Charge	08/11/2014	513100	300	0.00	40.05	40.05
09/15/2014	Payment				40.05	-40.05	0.00
09/30/2014	Charge	09/11/2014	513100		0.00	40.05	40.05
10/20/2014	Payment				40.05	-40.05	0.00
10/30/2014	Charge	10/13/2014	513300	200	0.00	40.05	40.05
11/13/2014	Payment				40.05	-40.05	0.00
11/26/2014	Charge	11/12/2014	513400	100	0.00	40.05	40.05
12/16/2014	Payment				40.05	-40.05	0.00
12/31/2014	Charge	12/11/2014	2000	2000	0.00	70.20	70.20
11/20/2015	Payment				70.20	-70.20	0.00
11/29/2015	Charge	01/12/2015	3600	2000	0.00	73.70	73.70



Cabazon Water District

14816 Broadway Street • P.O. Box 297
Cabazon, California 92230

January 15, 2015

Mr. Nicholas Christiansen
Mission Avenue
Cabazon, California 92230

RE: Water Account #3-526202018

Dear Mr. Christiansen,

I appreciate you taking the time in sharing your concerns about your water usage. You stated your average monthly water consumption is generally around 300 cubic feet (ft³) of water. A brief summary of events are as follows;

1. **December 11, 2014** - water bill was for 2000 ft³ of water used.
2. **January 5, 2015** - Your water meter (231843) was read again on. The water meter reading was 0029.00.
3. **January 6, 2015** - Your spouse contacted the office and inquired about a potential mistake in reading the water meter or human error in transposing the numbers on the wrong side of the decimal. The Water District's water meter re-read your water meter at approximately 10:18 AM. The water meter reading showed a reading of 0030.94, a 1.95 ft³ increase of water usage within twenty (20) hours and eighteen (18) minutes. This represents almost two hundred (2) cubic feet or two units of water being used. (7.48 gal = 1ft³ & 1 unit = 100 ft³.)
4. **January 6, 2015** - At approximately 3:50 PM, your water meter was re-read again. The Water District's water meter technician recorded the water meter reading to be 0031.00 and commented, "*Meter was spinning at a pretty fast speed and then it stopped spinning.*" This reflects approximately an additional 0.06 units of water had been used between 10:18 AM and 3:50 PM.
5. **January 7, 2015** - A female caller identifying herself as your spouse called at 4:00 PM and requested the water meter be tested at a State of California Department of Weights & Measures certified test site. Your water meter (231843) was removed, taken to Zenner Meters in Banning, California, a State certified test site, and replaced with a temporary water meter.

6. **January 8, 2015** – The results of the certified test of water meter (231843) passed and met the tolerance permitted by law. The test showed the meter accuracy as follows:

HIGH – 99.8% Accurate MED. – 99.8% Accurate LOW – 101.1% Accurate

In reviewing your **Customer Transaction History Summary (CTHS)**, it clearly reflects a monthly usage of 300 ft³ or less between the months of June 17, 2014 through November 26, 2014.

The spike in the water consumption in December 2014 is the characteristic of a possible leak on the customer side of the water meter. This statement is based on the water meter accuracy test results and the factual accounts recorded by staff and the observations noted by the water meter technician. I regret I am declining your request to adjust your December 11, 2014 water bill.

CABAZON WATER DISTRICT RULES AND REGULATIONS GOVERNING WATER SERVICE

ARTICLE 7 – General Use Regulations

7.5 RESPONSIBILITY FOR PRIVATE PLUMBING FACILITIES

The District has no responsibility in the maintenance and operation of a Customer's water system beyond the meter and point of ownership by the District. The Customer shall be responsible and liable for their own water systems. Customers shall, at Customer's risk and expense, furnish, install, and keep in good and safe condition all equipment that may be required for receiving, controlling, applying, and utilizing water. The District shall not be responsible for any loss or damage caused by the improper care or wrongful act of the Customer or of any of Customer's tenants, agents, employees, contractors, licensees, or permittees in installing or maintaining, using, operating, or interfering with such equipment. The District shall not be responsible for damage to property caused by spigots, faucets, valves, faulty pipes, and other equipment that are open when water is turned on at the meter, either when the water is turned on originally or when turned after a temporary turn off. Customers having water heaters, boilers, refrigeration, or other devices requiring a continuous water supply should take all necessary action to prevent damage or the causing of injury to such devices requiring continuous water supply should take all necessary action to prevent damage or the causing of injury to such devices as a result of the shutting off of the water supply. At the discretion of the District, a meter bypass shall be installed as a part of the service to provide for a continuous supply of water during removal or repair of the meter. The District shall be kept whole and harmless at all times of any claims resulting from matters involving quantities, quality, time or occasion of delivery, or any other phase of the maintenance, operation, and service of a Customer's water system.

Your water account currently has an outstanding balance of \$70.20 to this account. This amount is due on or before January 26, 2015.

If you are having difficulties in paying the amount due, you can avoid having your water service interrupted, all penalties, interests, and water restoration fees, by contacting the District's Customer Account Department and make payment arrangements.

Cabazon Water District Rules & Regulations Governing Water Service

Article 10 Discontinuance and Restoration of Service

10.1.4 Termination for non-payment

- b) *The District shall make a reasonable, good faith effort to contact an adult person residing at the premises of the Customer by telephone or in person at least 48 hours prior to any termination of service except that whenever telephone or personal contact cannot be accomplished, District shall give, by mail or by posting in a conspicuous location at the premises, a notice of termination of service, at least 48 hours prior to termination. (Gov. Code, § 60373(b).)*

Article 11 METER READING, BILLING, AND COLLECTION

11.1.4 Delinquent Accounts

The bill for water service is delinquent if not paid within 30 days after billing. When delinquency occurs, a final notice will be mailed to the billing address. If payment has not been received 15 days after final notice has been issued, the service address, if different from the billing address, will be tagged 48 hours in advance of scheduled turnoff to give the occupant opportunity to pay the outstanding account. If the occupant does not pay the outstanding account or make arrangements for payment by the date of scheduled turnoff, then service may be discontinued without further notice.

Service shall not be restored to the premises until all charges which are delinquent, including fees, if any, have been paid in full. An owner whose deposit has been discontinued for nonpayment of bills or whose deposit shall have been applied in whole or in part of the payment of any bills, will be required to reestablish credit by a cash deposit. A Customer who has a delinquency on any premises may not receive new water service on another premises until all delinquencies, including fees, are paid in full. Additionally, when a service has been turned off for nonpayment, all charges may be transferred to another account held in the sole name of the same owner. This account will become delinquent if payment is not made within 15 days from the date of delinquency transfer, and will be subject to turnoff without further notice. The District may file liens against the property to enforce collection of delinquent accounts.

You may also appeal the decision from Management to the Cabazon Water District Board of Directors. The regular Board meetings are scheduled every third Monday of the month, unless there are conflicting National holidays the District observes. It is always advisable to call in advance to confirm the schedule of the regular Board meetings.

Article 10 Discontinuance and Restoration of Service

10.1.3 Notice and Termination for Nonpayment of Delinquent Account

- d) *Any Customer whose complaint or request for an investigation pursuant to paragraph (c) has resulted in an adverse determination by the District may appeal the determination to the Board. Any subsequent appeal of the dispute or complaint to the Board is not subject to this section. (Gov. Code, § 60372(d).)*

In order to be placed on the Agenda, you must submit a Customer Account Review Request with your written concerns about your water usage and request to address the Board on or before the previous Monday of the regular scheduled Board meeting.

For example, the next Board meeting is scheduled for January 26, 2015, the fourth Monday of the month. The reason is because the third Monday of this month, January 19, 2015 is Martin Luther King, Jr. Day, a National holiday the District observes. In order to be placed on the January 2015 Board meeting's agenda you should submit your written request and attach all supporting

documents you wish the Board to review on or before the end of the business day, 4:30 PM, Thursday, January 15, 2015. I hope this has been helpful to you. Please free feel to call the District if you have any further questions.

Regards,

Calvin Louie
General Manager

WO Number 00000008143

WO Code & Description: O90 INSTALL NEW SERVICE

INFORMATION ASSIGNED BY OFFICE

NAME: NICHOLAS CHRISTIANSEN
 SERVICE ID: 3-526202018
 ACCOUNT NO: 3-3067NC
 ROUTE NO: 8 READ SEQ: 00048
 ADDRESS: MISSION
 METER NUMBER: 231843

PHONE NO.: _____
 ISSUB DATE: 08/11/2014
 PROCESS DATE: 08/11/2014
 PROCESS TIME: 12:00 PM
 REQUESTED BY: CALVIN
 ASSIGNED TO: JD

Comments:

INSTALL NEW SERVICE X STREET CARMEN
 USA ATTACHED

INFORMATION FROM THE FIELD

OLD METER READING: 3600.00000 OLD METER #: 231843 REMOTE METER #: _____
 NEW METER READING: _____ NEW METER #: _____ SEAL #: _____

Comments:

NEW SERVICE INSTALLED OUT METER 1673871-READ 513400
 IN METER 231843-0

UTILITY NOTES: _____ PREVIOUS READ: 3600.00000 DATE: 01/12/2015

WORK DONE BY: _____ DATE COMPLETED: 12/01/2014

Labor Charges			
Name	Rate	Hours	Amount
Total Labor Charges			

Equipment Charges			
Name	Rate	Hours	Amount
Total Equipment Charges			

Material Charges				
Part #	Item	Qty.	Unit Price	Total
Total Material Charges				

Outside Vendor Charges			
Name	PO Number	Job Date	Amount
Total Vendor Charges			

Charge Summary	
Labor Charges	
Equipment Charges	
Material Charges	
Vendor Charges	
Total	

WO Number 00000008564

WO Code & Description: O10 RE-READ

INFORMATION ASSIGNED BY OFFICE

NAME: NICHOLAS CHRISTIANSEN
 SERVICE ID: 3-526202018
 ACCOUNT NO: 3-3067NC
 ROUTE NO: 8 READ SEQ: 00048
 ADDRESS: MISSION
 METER NUMBER: 231843

PHONE NO.: _____
 ISSUE DATE: 01/05/2015
 PROCESS DATE: 01/05/2015
 PROCESS TIME: 02:00 PM
 REQUESTED BY: _____
 ASSIGNED TO: _____

Comments:

Reread meter - Customer complained that bill was too high. Customer normally uses around 300 cf a month.

INFORMATION FROM THE FIELD

OLD METER READING: 3600.00000 OLD METER #: 231843 REMOTE METER #: _____
 NEW METER READING: _____ NEW METER #: _____ SBAL #: _____

Comments:

Reading was 2900. Also reread meter on 1/6/15 at 10:18 am. 100cf additional usage was on meter since yesterday. Meter not spinning. Notified owner.

UTILITY NOTES: _____ PREVIOUS READ: 3600.00000 DATE: 01/12/2015

WORK DONE BY: _____ DATE COMPLETED: 01/06/2015

Labor Charges			
Name	Rate	Hours	Amount
Total Labor Charges			

Equipment Charges			
Name	Rate	Hours	Amount
Total Equipment Charges			

Material Charges				
Part #	Item	Qty.	Unit Price	Total
Total Material Charges				

Outside Vendor Charges			
Name	PO Number	Job Date	Amount
Total Vendor Charges			

Charge Summary	
Labor Charges	
Equipment Charges	
Material Charges	
Vendor Charges	
Total	

WO Number 00000008569

WO Code & Description: 010 RE-READ

INFORMATION ASSIGNED BY OFFICE

NAME: <u>NICHOLAS CHRISTIANSEN</u>	PHONE NO.: _____
SERVICE ID: <u>3-526202018</u>	ISSUE DATE: <u>01/06/2015</u>
ACCOUNT NO: <u>3-3067NC</u>	PROCESS DATE: <u>01/06/2015</u>
ROUTE NO: <u>8</u> READ SEQ: <u>00048</u>	PROCESS TIME: <u>11:00 AM</u>
ADDRESS: <u>MISSION</u>	REQUESTED BY: _____
METER NUMBER: <u>231843</u>	ASSIGNED TO: _____

Comments:

Reread meter for second time today. Check if spinning. Check other meter in same box as well (neighbor's meter). Spoke to owner - unsure why usage is so high.

INFORMATION FROM THE FIELD

OLD METER READING: 3600.00000 OLD METER #: 231843 REMOTE METER #: _____
 NEW METER READING: _____ NEW METER #: _____ SEAL #: _____

Comments:

W/O ATTACHED TO CUSTOMER FILE USAGE GOING UP CUSTOMER NOTIFID

UTILITY NOTES: _____ PREVIOUS READ: 3600.00000 DATE: 01/12/2015

WORK DONE BY: _____ DATE COMPLETED: 01/22/2015

Labor Charges			
Name	Rate	Hours	Amount
Total Labor Charges			

Material Charges				
Part #	Item	Qty.	Unit Price	Total
Total Material Charges				

Equipment Charges			
Name	Rate	Hours	Amount
Total Equipment Charges			

Outside Vendor Charges			
Name	PO Number	Job Date	Amount
Total Vendor Charges			

Charge Summary	
Labor Charges	
Equipment Charges	
Material Charges	
Vendor Charges	
Total	

VO Number 00000008574

WO Code & Description: 007 TEST METER

INFORMATION ASSIGNED BY OFFICE

NAME: <u>NICHOLAS CHRISTIANSEN</u>	PHONE NO.: _____
SERVICE ID: <u>3-526202018</u>	ISSUE DATE: <u>01/07/2015</u>
ACCOUNT NO: <u>3-3067NC</u>	PROCESS DATE: <u>01/07/2015</u>
ROUTE NO: <u>8</u> READ SEQ: <u>00048</u>	PROCESS TIME: <u>04:30 PM</u>
ADDRESS: <u>MISSION</u>	REQUESTED BY: _____
METER NUMBER: <u>231843</u>	ASSIGNED TO: _____

Comments:

CHANGE OUT METER. HAVE TESTED.

INFORMATION FROM THE FIELD

OLD METER READING: 3600.00000 OLD METER #: _____ 231843 REMOTE METER #: _____
 NEW METER READING: _____ NEW METER #: _____ SEAL #: _____

Comments:

METER TAKEN OUT TO BE TESTED. TEST CAME BACK OK. METER GOOD

UTILITY NOTES: _____ PREVIOUS READ: 3600.00000 DATE: 01/12/2015

WORK DONE BY: _____ DATE COMPLETED: 01/22/2015

Labor Charges			
Name	Rate	Hours	Amount
Total Labor Charges			

Material Charges				
Part #	Item	Qty.	Unit Price	Total
Total Material Charges				

Equipment Charges			
Name	Rate	Hours	Amount
Total Equipment Charges			

Outside Vendor Charges			
Name	PO Number	Job Date	Amount
Total Vendor Charges			

Charge Summary	
Labor Charges	
Equipment Charges	
Material Charges	
Vendor Charges	
Total	

WO Number 00000008587

WO Code & Description: 006 CHECK FOR ACTIVITY

INFORMATION ASSIGNED BY OFFICE

NAME: NICHOLAS CHRISTIANSEN
 SERVICE ID: 3-526202018
 ACCOUNT NO: 3-3067NC
 ROUTE NO: 8 READ SEQ: 00048
 ADDRESS: MISSION
 METER NUMBER: 231843

PHONE NO.: _____
 ISSUE DATE: 01/13/2015
 PROCESS DATE: 01/13/2015
 PROCESS TIME: 12:30 PM
 REQUESTED BY: _____
 ASSIGNED TO: _____

Comments:

check what the usage is on the new meter. Just for curiosity

INFORMATION FROM THE FIELD

OLD METER READING: 3600.00000 OLD METER #: 231843 REMOTE METER #: _____
 NEW METER READING: _____ NEW METER #: _____ SEAL #: _____

Comments:

Read is at 100

UTILITY NOTES: _____ PREVIOUS READ: 3600.00000 DATE: 01/12/2015

WORK DONE BY: _____ DATE COMPLETED: 01/13/2015

Labor Charges			
Name	Rate	Hours	Amount
Total Labor Charges			

Equipment Charges			
Name	Rate	Hours	Amount
Total Equipment Charges			

Material Charges				
Part #	Item	Qty.	Unit Price	Total
Total Material Charges				

Outside Vendor Charges			
Name	PO Number	Job Date	Amount
Total Vendor Charges			

Charge Summary	
Labor Charges	
Equipment Charges	
Material Charges	
Vendor Charges	
Total	

Work Order

WO Number 00000008594

WO Code & Description: O23 CUST. COMPLAINT

INFORMATION ASSIGNED BY OFFICE

NAME: NICHOLAS CHRISTIANSEN
 SERVICE ID: 3-526202018
 ACCOUNT NO: 3-3067NC
 ROUTE NO: 8 READ SEQ: 00048
 ADDRESS: MISSION
 METER NUMBER: 231843

PHONE NO.: _____
 ISSUE DATE: 01/15/2015
 PROCESS DATE: 01/15/2015
 PROCESS TIME: 10:00 AM
 REQUESTED BY: Ellen
 ASSIGNED TO: FLD

Comments:

Get read and take picture of the yard.

INFORMATION FROM THE FIELD

OLD METER READING: 3600.00000 OLD METER #: _____ 231843 REMOTE METER #: _____
 NEW METER READING: _____ NEW METER #: _____ SEAL #: _____

Comments:

PICTURES TAKEN AND ATTACHED TO CUSTOMER FILES.

UTILITY NOTES: _____ PREVIOUS READ: 3600.00000 DATE: 01/12/2015
 WORK DONE BY: _____ DATE COMPLETED: 01/22/2015

Labor Charges			
Name	Rate	Hours	Amount
Total Labor Charges			

Equipment Charges			
Name	Rate	Hours	Amount
Total Equipment Charges			

Material Charges				
Part #	Item	Qty.	Unit Price	Total
Total Material Charges				

Outside Vendor Charges			
Name	PO Number	Job Date	Amount
Total Vendor Charges			

Charge Summary	
Labor Charges	
Equipment Charges	
Material Charges	
Vendor Charges	
Total	

WO Number 00000008611

WO Code & Description: 012 CHANGE OUT METER

INFORMATION ASSIGNED BY OFFICE

NAME: <u>NICHOLAS CHRISTIANSEN</u>	PHONE NO.: _____
SERVICE ID: <u>3-526202018</u>	ISSUE DATE: <u>01/15/2015</u>
ACCOUNT NO: <u>3-3067NC</u>	PROCESS DATE: <u>01/15/2015</u>
ROUTE NO: <u>8</u> READ SEQ: <u>00048</u>	PROCESS TIME: <u>02:30 PM</u>
ADDRESS: <u>MISSION</u>	REQUESTED BY: <u>calvin</u>
METER NUMBER: <u>231843</u>	ASSIGNED TO: <u>FLD</u>

Comments:

Put the tested meter back in proerty. Test came out good. meter number 231843- start read 31.45

INFORMATION FROM THE FIELD

OLD METER READING: 3600.00000 OLD METER #: 231843 REMOTE METER #: _____
 NEW METER READING: _____ NEW METER #: _____ SEAL #: _____

Comments:

TESTED METER PUT BACK IN PROPERTY.

UTILITY NOTES: _____ PREVIOUS READ: 3600.00000 DATE: 01/12/2015
 WORK DONE BY: _____ DATE COMPLETED: 01/22/2015

Labor Charges			
Rate	Hours	Amount	
Total Labor Charges			

Equipment Charges			
Name	Rate	Hours	Amount
Total Equipment Charges			

Material Charges				
Part #	Item	Qty.	Unit Price	Total
Total Material Charges				

Outside Vendor Charges			
Name	PO Number	Job Date	Amount
Total Vendor Charges			

Charge Summary	
Labor Charges	
Equipment Charges	
Material Charges	
Vendor Charges	
Total	

WO Number 00000008612

WO Code & Description: O12 CHANGE OUT METER

INFORMATION ASSIGNED BY OFFICE

NAME: <u>NICHOLAS CHRISTIANSEN</u>	PHONE NO.: _____
SERVICE ID: <u>3-526202018</u>	ISSUE DATE: <u>01/20/2015</u>
ACCOUNT NO: <u>3-3067NC</u>	PROCESS DATE: <u>01/20/2015</u>
ROUTE NO: <u>8</u> READ SEQ: <u>00048</u>	PROCESS TIME: <u>01:00 PM</u>
ADDRESS: <u>MISSION</u>	REQUESTED BY: _____
METER NUMBER: <u>231843</u>	ASSIGNED TO: _____

Comments:

Put the tested meter back into this service . Meter number 231834-Read 31(45)

INFORMATION FROM THE FIELD

OLD METER READING: 3600.00000 OLD METER #: 231843 REMOTE METER #: _____
 NEW METER READING: _____ NEW METER #: _____ SEAL #: _____

Comments:

TESTED METER PUT BACK IN BY CLAY 1/21/2015

UTILITY NOTES: _____ PREVIOUS READ: 3600.00000 DATE: 01/12/2015

WORK DONE BY: _____ DATE COMPLETED: 01/22/2015

Labor Charges			
Name	Rate	Hours	Amount
Total Labor Charges			

Equipment Charges			
Name	Rate	Hours	Amount
Total Equipment Charges			

Material Charges				
Part #	Item	Qty.	Unit Price	Total
Total Material Charges				

Outside Vendor Charges			
Name	PO Number	Job Date	Amount
Total Vendor Charges			

Charge Summary	
Labor Charges	
Equipment Charges	
Material Charges	
Vendor Charges	
Total	

CABAZON WATER DISTRICT CIVILITY POLICY

1. Directors Policies

It is the policy of the Cabazon Water District to maintain the highest standards of ethics from its Board members. The proper operation of the District requires decisions and policy to be made in the proper channels of governmental structure in accordance with the Brown Act and all other applicable laws, that public office not be used for personal gain, and that all individuals associated with the District remain impartial and responsible towards the public. Board members and employees of the Cabazon Water District will maintain the highest standard of personal honesty and fairness in executing their duties. This policy sets forth the minimum ethical standards to be followed by the Board of Directors.

1.1 Role of the Board of Directors

- A. The District's policies, mission, goals and programs are established by a majority of the Board of Directors at public meetings. The majority of the Board establishes District policy. The Board will not direct District staff on how to implement policy but will hold staffmanagement responsible if the policy of the District is not implemented.
- B. The General Manager shall recommend programs to implement District policy to the Board at public meetings. The Manager shall carry out the programs approved by the Board without modification.
- C. Individual Board members are encouraged to inquire of the General Manager as to the status of programs.
 - The General Manager shall promptly provide information requested by Directors as necessary to assist in decision-making and policy direction.
 - Routine requests orally or in writing for readily available written information or documents related to Board approved programs or subject matters shall not require formal Board approval.
 - Requests that involve other than approved programs or subject matters shall be submitted to the Board by an individual Board member for formal approval.
 - Requests that involve other than the routine collection of data from more than one source, compilation of data from multiple sources, or preparation of written reports, studies, analyses or tabulation requiring more than one (1) hour of staff time shall be submitted to the Board by the individual Board member for formal Board approval.

- All Directors' requests shall be treated uniformly and responded to in a fair and courteous manner by District Staff. In the event a disagreement arises over such informational requests, the Board shall be consulted. The Board's decision with a super majority vote shall be final unless modified by law.
 - Directors requesting information shall not instruct staff as to the manner of responding to such request or the performance of their duties. Nothing herein shall be construed as limiting any Director from making a request pursuant to the California Public Records Act.
- D. An individual Board member has the privilege of inspecting all public records but no greater rights in the day-to-day operation of the District than the public. In respect to the California Public Records Act, all information requests or document requests must be submitted to the District Secretary ~~with a copy to the General Manager or her designee~~. All requests for documents made by members of the public are to be submitted to the District's Secretary and ~~the General Manager~~ copied or her designee. The General Manager or the Manager's designee will respond to such requests.
- E. Individual Board members are responsible for obtaining their own Board packages, documents, mails, and any other material relevant to their role as a Board member ("Director Materials") at the Cabazon Water District Administration facility located at 14618 Broadway Street, Cabazon, CA 92230.
- The General Manager or the Manager's designee shall notify the Board that Director Materials are available at the Administrative facility by phone or email.
 - The General Manager or Board Secretary shall endeavor to have board packages for regular board meetings shall be ready for pick-up at the Administrative Facility no later than the Thursday/Tuesday before the third Monday of each month between 1:30 pm and 4:30 pm. If the Regular board meeting date is changed, the Board package shall be ready for pick-up at the Administrative facility threeat least six days prior the Regular board meeting between 1:30 pm and 4:30 pm. The General Manager or District Secretary may add new items to the regular board meeting agenda up to seventy-two (72) hours prior to the meeting, provided the new agenda is properly posted. The District Secretary shall use best efforts to contact board members individually to inform them of any such changes to the regular board meeting agenda.
 - Board packages for Special board meetings shall be ready for pick-up at the Administrative facility the day before the scheduled Special meeting between 1:30 pm and 4:30 pm.
 - Individual Board members shall keep staff apprised of their current phone numbers and email address.

- Individual Board members will be asked to sign a receipt for all Director Materials received.

F. An individual Board member has no greater rights than the public to access secured work areas and water facilities. Many work areas and water facilities have security and safety issues.

- The Cabazon Water District's Administrative facility was designed to provide easy and secured access for district employees and the public.
- The public portion of the facility consists of the following areas:
 - Main entrance, lobby, and a secured transaction window;
 - Community room, patio, and restrooms; and
 - WiFi connectivity upon request.
- The secured work area consists of the following:
 - Accounts Receivable (transaction window);
 - Administrative Assistant's office
 - Accountant's office
 - General Manager's office
 - Business conference office
 - Employee and District vehicle parking lot.

Board members, contractors, vendors, or the public may be invited to conduct business in the secure work area by authorized District staff for the purpose of conducting District business. It is recommended that business be conducted in the Board & Community Room of the administration facility.

Certain contractors and vendors that provide day-to-day services may be granted access by the General Manager to the administrative facility secured work area and water facilities to provide certain authorized service(s) to the District.

G. District Staff are expected to be helpful and courteous to Board members and the public as the same demeanor is anticipated in return.

H. Board members are not to disrupt or interfere with the day-to-day operation of the District. All inquiries by Board members are to be directed to the General Manager.

- I. The General Manager compiles a list of qualified legal firms and auditors for the Board's review. The Board hires the District's Legal Counsel and Auditor.
- J. The Board employs the General Manager.
- The Board defines the responsibilities of the General Manager.
 - The Board monitors the progress and redirects, if necessary.
 - In the event a disagreement arises or an allegation is made by a Board member or members against the General Manager, the Board shall review the facts and evidence, and provide an opportunity to the General Manager to respond. The Board's decision with a super majority vote shall be final unless modified by law. (Refer to the General Manager's current employment contract for disciplinary action or termination.)
 - No individual Board member is the General Manager's direct supervisor.
 - The Board provides the General Manager resources needed to carry out the policies and programs of the Board.
- K. The Board adopts the District's Budget
- L. The Board establishes employee benefits programs, approves pay ranges, all rules and regulations governing employees on the job in conformance of the Memorandum of Understanding between the Cabazon Water District and Service Employee Industry Union.
- M. The Board conveys easements and real property of the District.
- N. The Board approves acquisition and/or purchase of real property.
- O. The Board approves the demand of payment register prior to release of any payment, with the exception of Customer Refunds or other required monthly, quarterly, bi-annual or annual payments as listed in the Board's memorandum titled "*Payables to be Processed and Paid not requiring Board Approval*" issued December 16, 2013, or any amendment to such policy, or the most recent memorandum revised by the Board.
- P. The Board defines the General Manager's "Discretionary Expenditure Authority" through the Board memorandum issued on December 16, 2013 or the most recent memorandum or amendment revised by the Board. The Board shall clearly define the General Manager's authority and dollar limit the General Manager is authorized to spend during the day-to-day operations without prior Board approval.

These areas include:

- Petty cash expenditures (inclusive of the General Manager and the Manager's appointees);
- Daily small purchases up to \$200.00 for supplies, tools, material, and other items required during the operations of the District;
- Office supplies;
- Emergency Repairs;
- Maintenance & Repairs; and
- Preventative Maintenance.

1.2 Instruction to Staff.

- A. All general business of the District, including requests for information and instructions to District personnel are to be conducted through the General Manager or his designee.

1.3 Compliance with the Ralph M. Brown Act.

- A. The members of the Board of Directors will fully comply with the provisions of the State's open meeting law for public agencies (the Brown Act).

1.4 Closed Sessions.

- A. A Director is not authorized to disclose information that qualifies as confidential information under applicable provisions of the law to a person not authorized to receive it, that (1) has been received for, or during, a closed session meeting of the Board, (2) is protected from disclosure under the attorney/client or other evidentiary privilege, (3) is not required to be disclosed under the California Public Records Act, or (4) has not been established and agreed upon by the Board as a whole as appropriate and uniform response to public inquiry.
- B. This section does not prohibit any of the following: (1) making a confidential inquiry or complaint to a District Attorney or Grand Jury concerning a perceived violation of law, including disclosing facts to a District attorney or Grand Jury that are necessary to establish the alleged illegality of an action taken by the District in closed session, (2) expressing an opinion concerning the propriety or legality of actions taken by the District in closed session, including disclosure of the nature and extend of the allegedly illegal action, or (3) disclosing information acquired by being present in a closed session that is not confidential information. Prior to disclosing confidential information pursuant to (1) or (2), above, however, a Board member will first bring the matter to

the attention of the Board, in a lawful and appropriate manner, to provide the Board an opportunity to cure any alleged violation.

- C. A Director who willfully and knowingly discloses for pecuniary gain confidential information received by him or her in the course of his or her official duties may be guilty of a misdemeanor under Government Code section 1098.

1.5 Personal Opinions.

- A. On occasion, a Director may wish, as a private citizen, to express a personal opinion about District business during a meeting open to the public. In such instances, the Director must make it clear that he or she is expressing his or her personal opinion only and that the statement does not necessarily reflect the Board's position or District policy.

1.6 Board Agendas.

- A. The General Manager and Board Secretary shall place items on the Board Agenda as part of the District's normal business process.
- B. All general requests to add items to an agenda shall be made during the Director's Comments on matters not on the Board Agenda prior to the close of a public meeting.
 - i. Directors may propose items to add on a future Board Agenda. A minimum of two Director votes is required to have an item placed on a future Board Agenda. Alternatively, two board members may submit a signed request in writing to the General Manager at least ten (10) days in advance of a regular board meeting to have such item placed on the next regular board meeting. A request to direct Staff to perform research, draft a report, or otherwise expend a significant amount of staff time in support of a proposed Board Agenda item (i.e, more than one hour) shall require a majority vote of the Board. If there isare sufficient votes to place an item on the Board Agenda, but no majority vote to direct the Staff to research and develop a staff report, the Director making the initial request to agendize an item shall submit a report and any other relevant documentation to the General Manager or Board Secretary threeat least eight (38) business days before the Board packages are distributed. Failure to do so will result in the removal of the item from the Board Agenda.
 - ii. The general public may request the Board to place an item on the Board Agenda. The Board may place the requested item on the Board Agenda upon a

majority vote of the Board at least two Directors. The person(s) making the request to place an item on the Board Agenda, if approved by the Board, shall submit any reports and relevant documents to the General Manager or Board Secretary ~~thre~~at least eight (38) days before the Board packages are distributed. Failure to do so will result in the removal of the item from the Board Agenda.

- C. If possible, when Directors have a question regarding any items on the Consent Calendar, they should contact the General Manager prior the Regular Board meeting or attend the Finance and Audit Committee meeting generally prior to the Regular Board meeting to address any concerns.

1.7 Payment for Attendance or Services (Director Fees).

- A. Refer to Board Resolution on Director Fees

1.8 Conflict of Interest.

- A. Board members will not have a financial interest in a contract with the District, or be a purchaser at a sale by the District, or a vendor at a purchase made by the District, unless the Board Member's participation was authorized under Government Code section 1091. A Board Member will not participate in the discussion, deliberation or vote on a matter before the Board of Directors, or in any way attempt to use his or her official position to influence a decision of the Board, if he or she has a prohibited interest with respect to the matter, as defined in the Political Reform Act, Government Code sections 81000, and following, relating to financial conflicts of interest. Generally, a Director has a financial interest in a matter if it is reasonably foreseeable that the Board decision would have a material financial effect (as defined by the Fair Political Practices Commission's regulations) that is distinguishable from the effect on the public generally on (a) a business entity in which the Director has a direct or interest investment in the amount specified in FPPC regulations; (b) real property in which the Director has a direct or interest investment interest, with a worth in the amount specified in FPPC regulations; (c) a source of income of the Director in the amount specified in FPPC regulations, within twelve months before the Board decision; (d) a source of gifts to the Director in the amount specified in FPPC regulations, within twelve months before the Board decision; or (e) a business entity in which the Director holds a position as a director, trustee, officer, partner, manager or employee. An "indirect interest" means any investment or interest owned by the spouse, dependent child of the Director, by an agent on behalf of the Director, or by a business entity or trust in which the Director, or the Director's spouse, dependent child or agent, owns directly, indirectly or beneficially a ten percent interest or greater. Directors will not

accept gifts or honoraria that exceed the limitations specified in the Fair Political Practice Act or FPPC regulations. Board members will report all gifts, honoraria, campaign contributions, income and financial information as required under the District's Conflict of Interest Code and the provisions of the Fair Political Practice Act or FPPC Regulations.

- B. If a member of the Board believes that he or she may be disqualified from participating in the discussion, deliberation or vote on a particular matter due to a conflict of interest, the following procedure will be followed: (a) if the Director becomes aware of the potential conflict of interest before the Board meeting at which the matter will be discussed or acted on, the Director will notify the District's General Manager of the potential conflict of interest, so that a determination can be made whether it is a disqualifying conflict of interest; (b) if it is not possible for the Director to discuss the potential conflict with the General Manager before the meeting, or if the Director does not become aware of the potential conflict until during the meeting, the Director will immediately disclose the potential conflict during the Board meeting, so there can be a determination whether it is disqualifying conflict of interest; and (c) upon a determination that there is a disqualifying conflict of interest, the Director (1) will not participate in the discussion, deliberation or vote on the matter for which the conflict of interest exist, which will be so noted in the Board minutes, and (2) leave the room until after the discussion, vote, and any other disposition of the matter is concluded.
- C. A Board Member will not recommend the employment of a relative by the District. In addition, a Board Member will not recommend the employment of relative to any person known by the Board Member to be bidding for or negotiating a contract with the District.
- D. No Director shall willingly and knowingly accept a gift that may cause the impression of conflict of interest, or otherwise violate the disqualification provision of the Political Reform Act of 1974. A Board Member who knowingly ask for, accepts or agrees to receive a gift, reward or promise thereof for doing an official act, except as may be authorized by law, may be guilty of a misdemeanor under Penal Code section 70.

1.9 Employee Relations and Discipline.

- A. All District personnel matters, including employee discipline, have been specifically designated the responsibility of the General Manager by the Board of Directors.
- B. Board Members shall not in the performance of their official functions, discriminate against or harass any person on the basis of race, religion, color, creed, age, marital

status, national origin, ancestry, sex, sexual preference, medical conditions or disability. A Board Member will not grant any special consideration, treatment or advantage to any person or group beyond that which is available to every other person or group in similar circumstances.

- C. Individual members of the Board of Directors shall not supervise, discipline or attempt to direct District personnel other than through the General Manager or his designee, with majority vote, or as per any applicable super-majority vote contract of such employee, of the Board of Directors.
- D. Interference with District employee relations or efforts to discipline public employees of the District by individual members of the Board of Directors, without majority vote of the Board of Directors, shall be grounds for public censure and such other administrative and legal penalties as the Board of Directors may deem appropriate or as prescribed by law.

1.10 District Property.

- A. Board Members will not use or permit the use of District-owned vehicles, equipment, telephones, materials or property for personal convenience or profit. A Board member will not ask or require a District employee to perform services for the personal convenience or profit of a Board Member, or employee, during the employee's regular working hours. Each Board Member must protect and properly use any District asset within his or her control, including information recorded on paper or in electronic form. Board Members will safeguard District property, equipment, moneys and assets against unauthorized use of removal, as well from loss due to criminal act or breach of trust.

1.11 News Releases.

- A. All news releases related to, or regarding, an action of the Board of Directors, shall indicate or state the actual "vote" of the Board of Directors. Except in cases of emergency, all news releases must be approved by a majority vote and only the General Manager shall issue District authorized news releases to the media. The General Manager may delegate approved news releases to be written and disseminated by the District's public relations contractor.

1.12 Solicitation of Political Contributions.

- A. Board Members are prohibited from soliciting political funds or contributions at District facilities or from District employees. A Board Member will not accept, solicit or direct

a political contribution from District vendors or consultants who have a material financial interest in a contract or other matter while that contract or other matter is pending before the District. A Director will not use the District's seal, trademark, stationery or other indicia of the District's identity, or facsimile thereof, in any solicitation for political contribution contrary to state or federal law.

1.12 Candidate's Statement.

- A. Board Members will not include false or misleading information in a Candidate's Statement for a general District election filed pursuant to section 13307 of the Election Code.
- B. Payment of the cost of a Candidate's Statement shall be borne by the candidate. The Board shall confirm this by minute order along with the adoption of the Notice of General District Election, pursuant to request by the Riverside Registrar of Voters on an annual basis.

1.13 Incompatible Offices.

- A. Any Board Member appointed or elected to a public office or another public entity, the duties of which may require action contradictory or inconsistent with the Board action, will resign from the former Board.

1.14 Reporting of Improper Activities; Protection of "Whistle Blowers."

- A. The Board has a duty to ensure the General Manager is operating the District according to law and policies approved by the Board. Board Members are encouraged to fulfill their obligation to the public and the District by disclosing to the General Manager to the extent not expressly prohibited by law, improper activities within their knowledge. Board Members will not interfere with the General Manager's responsibilities in identifying, investigating and correcting improper activities, unless the Board determines that the General Manager is not properly carrying out these responsibilities by a super majority vote or by any more restrictive vote set forth in the General Manager's employment agreement. Noting in this section affects the responsibility of the Board to oversee the performance of the General Manager.
- B. A Board Member will not directly or indirectly use or attempt to use the authority or influence of his or her position for the purpose of intimidating, threatening, coercing, commanding or influencing any other person for the purpose of preventing such as person from acting in good faith to report or otherwise bring to the attention of the

General Manager or the Board any information that, if true, would constitute: a work related violation by a Board Member or District employee of any law or regulation, gross waste of District funds, gross abuse of authority, a specified and substantial danger to public health or safety due to an act or omission of a District official or employee, use of a District office or position or of District resources for personal gain, or a conflict of interest of a District Board Member or District employee.

- C. A Board Member will not use or threaten to use any official authority or influence to effect and action as a special reprisal against District Board Members or District employees who report or otherwise brings to the attention of the General Manager any information regarding the subjects described in this section.

1.15 Violation of Policy.

- A. A perceived violation of this policy by a Board Member should be referred to the Board of Directors for investigation, and consideration of any appropriate action warranted. A violation of this policy may be addressed by the use of remedies as are available by law to the District, including but not limited to: (a) adoption of a resolution expressing disapproval of the conduct of the Board member who has violated this policy, (b) injunctive relief, or (c) referral of the violation to the District Attorney and/or the Grand Jury.

Summary report:	
Litéra® Change-Pro 7.5.0.127 Document comparison done on 3/2/2015 4:27:07 PM	
Style name: Black and White	
Intelligent Table Comparison: Active	
Original DMS: iw://iManage/iManage/9484651/4	
Modified DMS: iw://iManage/iManage/9484651/5	
Changes:	
Add	22
Delete	17
<i>Move From</i>	0
<i>Move To</i>	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	39

Martin L. Sanderson
Post Office Box 811
Cabazon, CA 92230
(951) 922-1880

February 9, 2015

To: Cabazon Water District.
From: Martin Sanderson, Director
Re: February 23, Agenda items requested:

1 - If a Director wants an item on the agenda it, shall be written and signed by the Director. If the request originates from the public, the Director's signature will be on the request.

2 - If the public wishes to comment on an Agenda item, the request shall be submitted on a 3 X 5 card prior to the meeting, similar to the Board of Supervisors. The card, supplied by management, will have a place for Agenda item number, resident name, and if the speaker is for, or against. The speaker will have 3 minutes, timed by the Vice-Chair.

Sincerely


Martin L. Sanderson, Director

Note: Double space is for changes.



Proposed Website R.F.P www.cabazonwater.org

Prepared by Calvin Louie – General Manager

For Cabazon Water District Board of Directors

Cabazon Water District Website Developer and Webmaster – Request for Proposal – February 23, 2015

Introduction

The Cabazon Water District (CWD) is issuing a Request for Proposal (RFP) to invite qualified vendors to provide an estimated initiate and on-going cost to plan, execute, and deliver the development and implementation of a water district website.

Cabazon was established in the 1870s after the Southern Pacific Railroad built a railroad station. The station was originally named Jacinto, but was renamed Cabezone after a nearby Indian rancheria. Cabezone was a chief of the Cahuilla Indians so named for his large head. A worker's camp named Hall's Siding which included a hotel and dance hall was established but eventually abandoned after the railroad relocated. In 1884 a new town was laid out by the Scottish owned Cabazon Land and Water Company which established a fruit farm. Some lots were sold, but later repurchased, and the land stayed intact until it was bought by a developer in 1910. The developer established a school and a post office but there were few residents.

CWD has been providing both drinking and irrigation water for the town of Cabazon for the last 50 years. Since then, the water district has acquired the Jensen Water Company and the private water system from the renowned Desert Hills Premium Outlets owned and managed by Simon Properties. Cabazon is one of the few communities in the State of California solely dependent to its own ground water resources.

Currently, the Cabazon Water District operates four (4) production wells supplying potable water to a community of 2,500 residents, Desert Hills Premium Outlets, Cabazon Outlets, several commercial fast food restaurants, and businesses.

Project Background and Goals

The CWD desires to establish a website for the purpose of communicating to members of the community, water customers, and neighboring cities and communities the water district's current activities and future plans as the water district grows with the town.

Visitors of the proposed website will include residents, business, governmental agencies, and prospective homeowners or business owners.



Website Content

1. Homepage
2. Directors – Bio of each Director – Contact Information – Mailing Address
 - Embedded videos of Board meetings
3. Message from the General Manager
4. Meeting Notices, Agendas, Minutes
 - This will enable the public to download and print their own Agenda and Board packages.
5. Documents, Reports, Water Quality Reports, etc.
 - This will enable the public to download and print their own copies of documents and reports under the Public Records Act.
6. Water Rates
7. Customer Account Access
 - Customer Account
 - Customer Bill
 - Payment
 - Customer Payment Arrangement
8. Water Conservation – Water Education
 - Aging Infrastructure
 - On-going Maintenance
 - Disinfection
 - Ground Water Production
 - Cabazon Water in the News



Proposed Website R.F.P www.cabazonwater.org

Domain name and technical requirements

- Current domain name www.cabazonwater.org – (GoDaddy.Com)
- Ability to post photographs, graphics, maps, and video/audio, etc.
- Hosting capability
- Content management capability, including tutorial for staff
- Links to member agencies and other entities
- Contact form
- CWD must own or have full access to the site
- Project evaluation – traffic reporting; analytics to evaluate site use

RFP Submission Format

1. Introduction

- a. Company Background
- b. Biographies of company personnel who will be involved on the project team
- c. List of existing client examples and references
- d. Contact information of person submitting the proposal

2. Proposed Project Description and Implementation

- a. Explanation of Web development and project management processes
- b. Address any important technology information, specifications, platforms
- c. Communication process

3. Timeline of completion

- a. Submittal of first draft
- b. Submittal of final draft (earmarked on or before June 30, 2015)
- c. Inaugural opening of website earmarked for Wednesday, July 1, 2015



Proposed Website R.F.P www.cabazonwater.org

RFP Submission Format (cont')

4. Budget

- a. Costs by production hours, tools, etc.
- b. Maintenance and support
- c. License fees, domain name, etc.
- d. Hosting
- e. Content management and training
- f. Additional expenses

RFP Submission Instructions

All proposals must be submitted by 4:30 PM Thursday, April 2, 2015

Mailing Address: P.O. Box 297, Cabazon, California 92230

Address: 14618 Broadway Street, Cabazon, California 92230

Email: Clouie@cabazonwater.org & Elemus@cabazonwater.org

Questions: Calvin Louie, General Manager or Elizabeth "Ellie" Lemus, Administrative Assistant

Office (951) 849-4442 – Monday through Thursday – 8:30 AM to 4:30 PM

Vendors will be invited to present their proposal to the Cabazon Water District Board of Directors, Monday, on April 16, 2015 at 6:00 PM.

Definitions

Section 10721.

(j) “Groundwater sustainability agency” means one or more local agencies that implement the provisions of this part. For purposes of imposing fees pursuant to Chapter 8 (commencing with Section 10730) or taking action to enforce a groundwater sustainability plan, “groundwater sustainability agency” also means each local agency comprising the groundwater sustainability agency if the plan authorizes separate agency action.

(k) “Groundwater sustainability plan” or “plan” means a plan of a groundwater sustainability agency proposed or adopted pursuant to this part.

Ground Water Sustainability Plans: Timing

Section 10720.7.

(a) (1) By January 31, 2020, all basins designated as high- or medium-priority basins by the department that have been designated in Bulletin 118, as may be updated or revised on or before January 1, 2017, as basins that are subject to critical conditions of overdraft shall be managed under a groundwater sustainability plan or coordinated groundwater sustainability plans pursuant to this part.

(2) By January 31, 2022, all basins designated as high- or medium-priority basins by the department that are not subject to paragraph (1) shall be managed under a groundwater sustainability plan or coordinated groundwater sustainability plans pursuant to this part.

(b) The Legislature encourages and authorizes basins designated as low- and very low priority basins by the department to be managed under groundwater sustainability plans pursuant to this part. Chapter 11 (commencing with Section 10735) does not apply to a basin designated as a low- or very low priority basin.

Groundwater Sustainability Plans: Content

Section 10727.2.

A groundwater sustainability plan shall include all of the following:

(a) A description of the physical setting and characteristics of the aquifer system underlying the basin that includes the following:

(1) Historical data, to the extent available.

(2) Groundwater levels, groundwater quality, subsidence, and groundwater-surface water interaction.

(3) A general discussion of historical and projected water demands and supplies.

(4) A map that details the area of the basin and the boundaries of the groundwater sustainability agencies that overlie the basin that have or are developing groundwater sustainability plans.

(5) A map identifying existing and potential recharge areas for the basin. The map or maps shall identify the existing recharge areas that substantially contribute to the replenishment of the groundwater basin. The map or maps shall be provided to the appropriate local planning agencies after adoption of the groundwater sustainability plan.

- (b) (1) Measurable objectives, as well as interim milestones in increments of five years, to achieve the sustainability goal in the basin within 20 years of the implementation of the plan.
- (2) A description of how the plan helps meet each objective and how each objective is intended to achieve the sustainability goal for the basin for long-term beneficial uses of groundwater.
- (3) (A) Notwithstanding paragraph (1), at the request of the groundwater sustainability agency, the department may grant an extension of up to 5 years beyond the 20-year sustainability timeframe upon a showing of good cause. The department may grant a second extension of up to five years upon a showing of good cause if the groundwater sustainability agency has begun implementation of the work plan described in clause (iii) of subparagraph (B).
- (B) The department may grant an extension pursuant to this paragraph if the groundwater sustainability agency does all of the following:
- (i) Demonstrates a need for an extension.
 - (ii) Has made progress toward meeting the sustainability goal as demonstrated by its progress at achieving the milestones identified in its groundwater sustainability plan.
 - (iii) Adopts a feasible work plan for meeting the sustainability goal during the extension period.
- (4) The plan may, but is not required to, address undesirable results that occurred before, and have not been corrected by, January 1, 2015. Notwithstanding paragraphs (1) to (3), inclusive, a groundwater sustainability agency has discretion as to whether to set measurable objectives and the timeframes for achieving any objectives for undesirable results that occurred before, and have not been corrected by, January 1, 2015.
- (c) A planning and implementation horizon.
- (d) Components relating to the following, as applicable to the basin:
- (1) The monitoring and management of groundwater levels within the basin.
 - (2) The monitoring and management of groundwater quality, groundwater quality degradation, inelastic land surface subsidence, and changes in surface flow and surface water quality that directly affect groundwater levels or quality or are caused by groundwater extraction in the basin.
 - (3) Mitigation of overdraft.
 - (4) How recharge areas identified in the plan substantially contribute to the replenishment of the basin.
 - (5) A description of surface water supply used or available for use for groundwater recharge or in-lieu use.
- (e) A summary of the type of monitoring sites, type of measurements, and the frequency of monitoring for each location monitoring groundwater levels, groundwater quality, subsidence, streamflow, precipitation, evaporation, and tidal influence. The plan shall include a summary of monitoring information such as well depth, screened intervals, and aquifer zones monitored, and a summary of the type of well relied on for the information, including public, irrigation, domestic, industrial, and monitoring wells.
- (f) Monitoring protocols that are designed to detect changes in groundwater levels, groundwater quality, inelastic surface subsidence for basins for which subsidence has been identified as a potential problem, and flow and quality of surface water that directly affect groundwater levels or quality or are caused by groundwater extraction in the basin. The monitoring protocols shall be designed to generate information that promotes efficient and effective groundwater management.

(g) A description of the consideration given to the applicable county and city general plans and a description of the various adopted water resources-related plans and programs within the basin and an assessment of how the groundwater sustainability plan may affect those plans.

Section 10727.4.

In addition to the requirements of Section 10727.2, a groundwater sustainability plan shall include, where appropriate and in collaboration with the appropriate local agencies, all of the following:

- (a) Control of saline water intrusion.
- (b) Wellhead protection areas and recharge areas.
- (c) Migration of contaminated groundwater.
- (d) A well abandonment and well destruction program.
- (e) Replenishment of groundwater extractions.
- (f) Activities implementing, opportunities for, and removing impediments to, conjunctive use or underground storage.
- (g) Well construction policies.
- (h) Measures addressing groundwater contamination cleanup, recharge, diversions to storage, conservation, water recycling, conveyance, and extraction projects.
- (i) Efficient water management practices, as defined in Section 10902, for the delivery of water and water conservation methods to improve the efficiency of water use.
- (j) Efforts to develop relationships with state and federal regulatory agencies.
- (k) Processes to review land use plans and efforts to coordinate with land use planning agencies to assess activities that potentially create risks to groundwater quality or quantity.
- (l) Impacts on groundwater dependent ecosystems.

Groundwater Sustainability Agency: Powers and Authorities

Section 10725.

- (a) A groundwater sustainability agency may exercise any of the powers described in this chapter in implementing this part, in addition to, and not as a limitation on, any existing authority, if the groundwater sustainability agency adopts and submits to the department a groundwater sustainability plan or prescribed alternative documentation in accordance with Section 10733.6.
- (b) A groundwater sustainability agency has and may use the powers in this chapter to provide the maximum degree of local control and flexibility consistent with the sustainability goals of this part.

Section 10725.2.

- (a) A groundwater sustainability agency may perform any act necessary or proper to carry out the purposes of this part.
- (b) A groundwater sustainability agency may adopt rules, regulations, ordinances, and resolutions for the purpose of this part, in compliance with any procedural requirements applicable to the adoption of a rule, regulation, ordinance, or resolution by the groundwater sustainability agency.
- (c) In addition to any other applicable procedural requirements, the groundwater sustainability agency shall provide notice of the proposed adoption of the groundwater sustainability plan on

its Internet Web site and provide for electronic notice to any person who requests electronic notification.

Section 10725.4.

(a) A groundwater sustainability agency may conduct an investigation for the purposes of this part, including, but not limited to, investigations for the following:

(1) To determine the need for groundwater management.

(2) To prepare and adopt a groundwater sustainability plan and implementing rules and regulations.

(3) To propose and update fees.

(4) To monitor compliance and enforcement.

(b) An investigation may include surface waters and surface water rights as well as groundwater and groundwater rights.

(c) In connection with an investigation, a groundwater sustainability agency may inspect the property or facilities of a person or entity to ascertain whether the purposes of this part are being met and compliance with this part. The local agency may conduct an inspection pursuant to this section upon obtaining any necessary consent or obtaining an inspection warrant pursuant to the procedure set forth in Title 13 (commencing with Section 1822.50) of Part 3 of the Code of Civil Procedure.

Section 10725.6.

A groundwater sustainability agency may require registration of a groundwater extraction facility within the management area of the groundwater sustainability agency.

Section 10725.8.

(a) A groundwater sustainability agency may require through its groundwater sustainability plan that the use of every groundwater extraction facility within the management area of the groundwater sustainability agency be measured by a water-measuring device satisfactory to the groundwater sustainability agency.

(b) All costs associated with the purchase and installation of the water-measuring device shall be borne by the owner or operator of each groundwater extraction facility. The water measuring devices shall be installed by the groundwater sustainability agency or, at the groundwater sustainability agency's option, by the owner or operator of the groundwater extraction facility. Water-measuring devices shall be calibrated on a reasonable schedule as may be determined by the groundwater sustainability agency.

(c) A groundwater sustainability agency may require, through its groundwater sustainability plan, that the owner or operator of a groundwater extraction facility within the groundwater sustainability agency file an annual statement with the groundwater sustainability agency setting forth the total extraction in acre-feet of groundwater from the facility during the previous water year.

(d) In addition to the measurement of groundwater extractions pursuant to subdivision (a), a groundwater sustainability agency may use any other reasonable method to determine groundwater extraction.

(e) This section does not apply to de minimis extractors.

Section 10726.

An entity within the area of a groundwater sustainability plan shall report the diversion of surface water to underground storage to the groundwater sustainability agency for the relevant portion of the basin.

Section 10726.2.

A groundwater sustainability agency may do the following:

- (a) Acquire by grant, purchase, lease, gift, devise, contract, construction, or otherwise, and hold, use, enjoy, sell, let, and dispose of, real and personal property of every kind, including lands, water rights, structures, buildings, rights-of-way, easements, and privileges, and construct, maintain, alter, and operate any and all works or improvements, within or outside the agency, necessary or proper to carry out any of the purposes of this part.
- (b) Appropriate and acquire surface water or groundwater and surface water or groundwater rights, import surface water or groundwater into the agency, and conserve and store within or outside the agency that water for any purpose necessary or proper to carry out the provisions of this part, including, but not limited to, the spreading, storing, retaining, or percolating into the soil of the waters for subsequent use or in a manner consistent with the provisions of Section 10727.2. As part of this authority, the agency shall not alter another person's or agency's existing groundwater conjunctive use or storage program except upon a finding that the conjunctive use or storage program interferes with implementation of the agency's groundwater sustainability plan.
- (c) Provide for a program of voluntary fallowing of agricultural lands or validate an existing program.
- (d) Perform any acts necessary or proper to enable the agency to purchase, transfer, deliver, or exchange water or water rights of any type with any person that may be necessary or proper to carry out any of the purposes of this part, including, but not limited to, providing surface water in exchange for a groundwater extractor's agreement to reduce or cease groundwater extractions. The agency shall not deliver retail water supplies within the service area of a public water system without either the consent of that system or authority under the agency's existing authorities.
- (e) Transport, reclaim, purify, desalinate, treat, or otherwise manage and control polluted water, wastewater, or other waters for subsequent use in a manner that is necessary or proper to carry out the purposes of this part.
- (f) Commence, maintain, intervene in, defend, compromise, and assume the cost and expenses of any and all actions and proceedings.

Section 10726.4.

(a) A groundwater sustainability agency shall have the following additional authority and may regulate groundwater extraction using that authority:

- (1) To impose spacing requirements on new groundwater well construction to minimize well interference and impose reasonable operating regulations on existing groundwater wells to minimize well interference, including requiring extractors to operate on a rotation basis.
- (2) To control groundwater extractions by regulating, limiting, or suspending extractions from individual groundwater wells or extractions from groundwater wells in the aggregate, construction of new groundwater wells, enlargement of existing groundwater wells, or reactivation of abandoned groundwater wells, or otherwise establishing groundwater extraction allocations. Those actions shall be consistent with the applicable elements of the city or county general plan, unless there is insufficient sustainable yield in the basin to serve a land use

designated in the city or county general plan. A limitation on extractions by a groundwater sustainability agency shall not be construed to be a final determination of rights to extract groundwater from the basin or any portion of the basin.

(3) To authorize temporary and permanent transfers of groundwater extraction allocations within the agency's boundaries, if the total quantity of groundwater extracted in any water year is consistent with the provisions of the groundwater sustainability plan. The transfer is subject to applicable city and county ordinances.

(4) To establish accounting rules to allow unused groundwater extraction allocations issued by the agency to be carried over from one year to another and voluntarily transferred, if the total quantity of groundwater extracted in any five-year period is consistent with the provisions of the groundwater sustainability plan.

(b) This section does not authorize a groundwater sustainability agency to issue permits for the construction, modification, or abandonment of groundwater wells, except as authorized by a county with authority to issue those permits. A groundwater sustainability agency may request of the county, and the county shall consider, that the county forward permit requests for the construction of new groundwater wells, the enlarging of existing groundwater wells, and the reactivation of abandoned groundwater wells to the groundwater sustainability agency before permit approval.

Section 10726.6.

(a) A groundwater sustainability agency that adopts a groundwater sustainability plan may file an action to determine the validity of the plan pursuant to Chapter 9 (commencing with Section 860) of Title 10 of Part 2 of the Code of Civil Procedure no sooner than 180 days following the adoption of the plan.

(b) Subject to Sections 394 and 397 of the Code of Civil Procedure, the venue for an action pursuant to this section shall be the county in which the principal office of the groundwater management agency is located.

(c) Any judicial action or proceeding to attack, review, set aside, void, or annul the ordinance or resolution imposing a new, or increasing an existing, fee imposed pursuant to Section 10730, 10730.2, or 10730.4 shall be commenced within 180 days following the adoption of the ordinance or resolution.

(d) Any person may pay a fee imposed pursuant to Section 10730, 10730.2, or 10730.4 under protest and bring an action against the governing body in the superior court to recover any money that the governing body refuses to refund. Payments made and actions brought under this section shall be made and brought in the manner provided for the payment of taxes under protest and actions for refund of that payment in Article 2 (commencing with Section 5140) of Chapter 5 of Part 9 of Division 1 of the Revenue and Taxation Code, as applicable.

(e) Except as otherwise provided in this section, actions by a groundwater sustainability agency are subject to judicial review pursuant to Section 1085 of the Code of Civil Procedure.

Section 10726.8.

(a) This part is in addition to, and not a limitation on, the authority granted to a local agency under any other law. The local agency may use the local agency's authority under any other law to apply and enforce any requirements of this part, including, but not limited to, the collection of fees.

(b) Nothing in this part shall be construed as authorizing a local agency to make a binding determination of the water rights of any person or entity.

(c) Nothing in this part is a limitation on the authority of the board, the department, or the State Department of Public Health.

(d) Notwithstanding Section 6103 of the Government Code, a state or local agency that extracts groundwater shall be subject to a fee imposed under this part to the same extent as any nongovernmental entity.

(e) Except as provided in subdivision (d), this part does not authorize a local agency to impose any requirement on the state or any agency, department, or officer of the state. State agencies and departments shall work cooperatively with a local agency on a voluntary basis.

(f) Nothing in this chapter or a groundwater sustainability plan shall be interpreted as superseding the land use authority of cities and counties, including the city or county general plan, within the overlying basin.



San Gorgonio Pass Water Agency

A California State Water Project Contractor
1210 Beaumont Avenue • Beaumont, CA 92223
Phone (951) 845-2577 • Fax (951) 845-0281

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BY: _____

February 12, 2015

President:
John Jeter

Vice President:
Bill Dickson

Treasurer:
Mary Ann Melleby

Directors:
Blair Ball
Ron Duncan
Ray Morris
Leonard Stephenson

**General Manager
& Chief Engineer:**
Jeff Davis, PE

Legal Counsel:
Russ Behrens
Best Best & Krieger

Dear Retail Agency General Manager:

The San Gorgonio Pass Water Agency Board of Directors wishes to invite your retail agency to a "State of the Regional Water Supply" workshop involving water supply planning and the initial steps in the development of our 2015 Urban Water Management Plan (UWMP). Many of you also will be required to produce an UWMP next year.

This workshop, which is an important step in the process involved in creating the UWMP, could have a number of formats. One possible format discussed by the Board at a recent Board meeting includes having an "ad hoc" meeting where two members of your Board would meet with two members of the other Boards, including the Agency Board, to hear the Agency's plans on long-term water supply planning and to discuss them. These two members would then report back to your full Board of Directors. Additional meetings will be held as part of the public hearing process required for the preparation of the UWMP.

The Board will make the final determination on format, but they are interested in input from the retail agencies prior to making their decision.

I would appreciate hearing from you within the next two weeks or so if at all possible. Thank you. Please do not hesitate to contact me if you have any questions about this.

Sincerely,

Jeff Davis
General Manager

CABAZON WATER DISTRICT

NOTICE INVITING PROPOSALS, RFP NO. 15-0316-01 *Emergency Repair and Construction Crew*

PUBLIC NOTICE IS HEREBY GIVEN that sealed written proposals will be received in the Cabazon Water District's offices located at 14618 Broadway Street, Cabazon, California 92230 until **4:30 PM, Wednesday, April 8, 2015**.

Interested parties may obtain copies of the above mentioned RFP by visiting the District's offices located at 14618 Broadway Street, Cabazon, California 92230 between the hours of 8:30 AM – 4:30 PM, Monday through Thursday.

****A pre-proposal conference will be held on 1:30 PM, Thursday, April 9, 2015** at 14618 Broadway Street, Cabazon, California 92230. All prospective offerors are encouraged to attend this meeting.

****The District has established Monday, 6:00 PM, April 13, 2015** as the date for the Board to review all accepted bids from all offerors. Notification of authorization to negotiate and award of the contract will be announced on **Wednesday, April 15, 2015**.

The award of this contract is subject to available budget adequate to carry out the provisions of the proposed Contract including the identified Scope of Work. The District reserves the right to reject any or all proposals determined not to be in the best interest of the District.

Certain labor categories under this project may be subject to prevailing wages as identified in the State of California Labor Code commencing Section 1770 et. Seq. If applicable, employees working in these categories at the site must be paid not less than the basic hourly rates of pay and fringe benefits established by the California Department of Industrial Relations. Copies of the State of California wage schedules are available for review at www.dir.ca.gov/dlsr/2002%2D1/main.htm. Proposers must use current wage schedules applicable at the time the work is in progress.

Effective March 1, 2015, because the work is performed on the project constitutes an applicable "public works" or "maintenance" project, pursuant to Labor Code Sections 1725.5 and 1771.1, the successful contractor and all subcontractors performing such work must be registered with the Department of Industrial Relations. The contractor shall maintain registration for the duration of the project and require the same of any subcontractors, as applicable. This project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the contractor's sole responsibility to comply with all applicable registration and labor compliance requirements.

Calvin Louie
General Manager

**CABAZON WATER DISTRICT
REQUEST FOR PROPOSALS**

Emergency Repair and Construction Crew

I. BACKGROUND AND INTRODUCTION

The Cabazon Water District (“District”) is requesting proposals from qualified firms¹ for Water System Repair Services (“Services”), which shall be provided under the general direction of the District Manager or his or her designee.

The District is a county water district in the State of California. The District is responsible for providing “safe and reliable” water to the community of Cabazon. The District produces approximately 1.5 million gallons per day to residents, industry, government, schools, and two regional factory outlet shopping centers. To serve and promote the welfare of its customers, the District intends to procure the Services, as described below.

Twenty-four (24) hours, seven (7) days a week on-call contractor service for repairing water pipes and other water apparatus that forms the District operated public water system

II. REQUEST FOR PROPOSALS

A. Scope of Services

The Services sought under this RFP are set forth in more detail in Exhibit “A,” attached hereto and incorporated herein by this reference. Notwithstanding the inclusion of such Services in Exhibit “A” the final scope of Services negotiated between District and the successful Proposer shall be set forth in the On-Call Contractor Services Contract (“Contract”) executed by and between District and the successful Proposer. A copy of the Contract is attached hereto as Exhibit “B” and incorporated herein by this reference.

B. Content and Format of Proposal

Proposals shall be concise, well organized and demonstrate qualifications and applicable experience. Proposals shall be in the following order and shall include:

1. Executive Summary: (limit: 1 pages) Summarize the content of your firm’s proposal in a clear and concise manner.

¹ Use of the term “firm” throughout this document shall mean individual proprietorship, partnership, Limited Liability Company, corporation or joint venture.

2. Table of Contents: (limit: 1 page)
3. Identification of Proposer: (limit: 1 pages)
 - a. Legal name and address of the company.
 - b. Legal form of company (partnership, corporation).
 - c. If company is a wholly owned subsidiary of a “parent company,” identify the “parent company.”
 - d. Name, title, address and telephone number of the proposed representative to contact concerning the Proposal Submittal.
 - e. California Business License Number
 - f. Contractor License Number
 - g. Department of Industrial Relations Public Works Contractor Registration Number
4. Staffing Resources: (limit: 1 pages)
 - a. Proposer Staffing and Key Personnel
 - (i) Identify two (2) persons that will be principally responsible for working with the District. Indicate the role and responsibility of each individual. If the Proposer is chosen as a finalist, these principal individuals must attend the interview and in-person presentation.
 - (ii) Provide brief biographies of individuals that will be working directly with the District.
 - b. Subcontractors/Subconsultants
 - (i) The Proposer shall identify functions that are likely to be subcontracted and identify the subcontractor / sub-consultant that is anticipated to perform each function, if known at this time.

5. Experience and Competence: (limit: 1 pages)

a. Experience

- (i) The Proposer shall provide a description of how the Proposer's experience, technical and professional skills will meet the goals and fulfill the general functions identified in this RFP.
- (ii) Describe the past experience of the staff to be assigned to perform the Services in performing similar services.
- (iii) The Proposer shall state the number of years the firm has conducted business. Proposer must have at least three (3) years' experience in providing the required scope of Services for public agency clients.
- (iv) Provide three (3) references regarding the Proposer's experience and performance performing similar services. Include the following information:
 - (1) Organization/Agency, contact name, phone number, e-mail address; and (2) project size and description, if applicable, and description of services.
- (v) Describe the firm's local experience and knowledge of District.

b. Project Specific Experience

- (i) The Proposer shall provide a description of the three most relevant service contracts held by the firm within the last five years, (1) page per project, to include:
 - (a) Role of the firm
 - (b) Dollar value of the services
 - (c) Dollar value of the fee
 - (d) Description of services
 - (e) Staffing
 - (f) Duration of providing services
 - (g) Relationship to client

- (h) Contact name, position, entity name, telephone number, fax number and e-mail address for each project.
- (ii) If any of the following has occurred, please describe in detail:
 - (a) Failure to enter into a contract once selected.
 - (b) Withdrawal of a proposal as a result of an error.
 - (c) Termination or failure to complete a contract.
 - (d) Debarment by any municipal, county, state, federal or local agency.
 - (e) Involvement in litigation, arbitration or mediation. Conviction of the firm or its principals for violating a state or federal antitrust law by bid or proposal rigging, collusion, or restrictive competition between bidders or proposers, or conviction of violating any other federal or state law related to bidding or services performance. Knowing concealment of any deficiency in the performance of a prior contract.
 - (f) Falsification of information or submission of deceptive or fraudulent statements in connection with a contract.
 - (g) Willful disregard for applicable rules, laws or regulations.

Information regarding any of the above may, at the sole discretion of the District, be deemed to indicate an unsatisfactory record of performance.

c. Technical Competence

- (i) Description of in-house resources Proposer believes are relevant to the scope of services requested in this RFP.

7. Fee Proposal: (limit: 2 pages) Please provide a not-to-exceed fee proposal for the scope of services. The fee proposal shall include hourly rates for all personnel. Hourly rates shall be broken down as follows

8. Insurance: (limit: 1 page - not including supporting documentation) See the Contract, attached hereto as **Exhibit "B,"** for a description of the insurance requirements.
9. Litigation: (limit: 1 pages) Provide litigation history for any claims filed by your firm or against your firm related to the provision of services in the last five (5) years.
10. Other Information: (limit: 1 pages) This section shall contain all other pertinent information regarding the following:
 - a. Demonstration of record of staffing tasks efficiently and completing projects on time and within the allocated budget.
 - b. Description of any previous involvement with the District.
11. Appendices: (limit: 1 pages)

C. Pre-Proposal Meeting

Each Proposer is requested to attend a Mandatory pre-proposal meeting to be held on **Thursday, April 9, 2015 from 1:30 PM to 3:30 PM at 14618 Broadway Street, Cabazon, California 92230**. Failure to attend this meeting **WILL** preclude a firm from submitting a proposal. Attendance at the pre-proposal meeting will ensure the Proposer understands the full scope of the services requested.

D. Selection Process

1. District will evaluate proposals based on the following criteria:
 - a. The firm is independent and properly licensed to practice in the State of California.
 - b. The firm has no conflict of interest with regard to any other work performed by the firm for the District.
 - c. Clarity and conformance of proposal to RFP.
 - d. Content of the proposal.
 - e. Proposer's experience and performance.
 - f. Key personnel's experience and performance.
 - g. Fee proposal.
 - h. Reference's comments.

2. It is the District's intent to select a firm to perform the services that will be in the best interests of the District. The District reserves the right to reject all proposals, select by proposal review only or interview as needed. Certain firms may be selected to make a brief presentation and oral interview after which a final selection will be made. The successful proposer will be selected on the basis of information provided in the RFP, in-person presentations, and the results of the District's research and investigation. Upon selection of a firm, the District reserves the right to further negotiate the terms of the selected firm's proposal in the best interests of the District. In the event that the District is unable to reach agreement, the District will proceed, at its sole discretion, to negotiate with the next firm selected by the District. The District reserves the right to contract for services in the manner that most benefits the District including awarding more than one contract if desired.
3. After negotiating a proposed Contract that is fair and reasonable, District staff will make the final recommendation to the District Board concerning the proposed Contract. The District Board has the final authority to approve or reject the Contract.

E. Protests

1. Protest Contents: Proposer may protest a contract award if the Proposer believes that the award was inconsistent with District policy or this RFP is not in compliance with law. A protest must be filed in writing with the District (email is not acceptable) within five (5) business days after receipt of notification of the Contract award. Any protest submitted after 4:30 PM of the fifth business day after notification of the Contract award will be rejected by the District as invalid and the Proposer's failure to timely file a protest will waive the Proposer's right to protest the Contract award. The Proposer's protest must include supporting documentation, legal authorities in support of the grounds for the protest and the name, address and telephone number of the person representing the Proposer for purposes of the protest. Any matters not set forth in the protest shall be deemed waived.
2. District Review: The District will review and evaluate the basis of the protest provided the protest is filed in strict conformity with the foregoing. The District shall provide the Proposer submitting the protest with a written statement concurring with or denying the protest. Action by the District relative to the protest will be final and not subject to appeal or reconsideration. The procedure and time limits set forth in this Section are mandatory and are the Proposer's sole and exclusive remedy in the event of protest. Failure to comply with these procedures will constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings.

F. Proposal Schedule

The tentative schedule is as follows:

ACTION	DATE
Release of Request for Proposal	March 17, 2015
Deadline for Submission of Letter of Interest and Proposal submitted on or before 4:30 PM	April 8, 2015
Recommended Pre-proposal Meeting Location: 14628 Broadway Street, Cabazon, California 92230	April 9, 2015
Board to Review, Discuss, and Award Contract	April 13, 2015
Notification of Intent to Award & Authority to Negotiate the Contract	April 15, 2015

The above scheduled dates are tentative and District retains the sole discretion to adjust the above schedule. Nothing set forth herein shall be deemed to bind District to award a contract for the services and District retains the sole discretion to cancel or modify any part of or all of this RFP at any time.

G. Submittal Requirements

1. Letter of Interest: Proposer must submit a notification of its interest to the District's contact person by the date given in Section F of this RFP (Proposal Schedule). Proposers that fail to submit a Letter of Interest will be removed from the Proposer's List. Removal from the Proposer's List will not preclude a vendor from submitting a proposal; however, such firms must contact the District prior to submission of a proposal to ensure responsiveness.
2. General: It is strongly recommended that the Proposer submit proposals in the format identified in Section B to allow the District to fully evaluate and compare the proposal. All requirements and questions in the RFP should be addressed and all requested data shall be supplied. The District reserves the right to request additional information which, in the District's opinion, is necessary to assure that the Proposer's competence, number of qualified employees, business organization and financial resources are adequate to perform according to the Contract.
3. Preparation: Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Responses should emphasize the Proposer's

demonstrated capability to perform work of this type. Expensive bindings and promotional materials, etc., are not necessary or desired.

4. Site Examination: Proposers may visit District and its physical facilities and determine the local conditions which may in any way affect the performance of the work; familiarize themselves with all federal, state and local laws, ordinances, rules, regulations, and codes affecting the performance of the work; make such investigations, as it may deem necessary for performance of the work at its proposal price within the terms of the Contract; and correlate its observations, investigations, and determinations with the requirements of the Contract.
5. Number of Copies: One executed original and 9 copies of the proposal shall be submitted.
6. Authorization: The Proposal shall be signed by an individual, partner, officer or officers authorized to execute legal documents on behalf of the firm.
7. Confidentiality of Proposal: Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, proposals submitted in response to this RFP shall be held confidential by District and shall not be subject to disclosure under the California Public Records Act (Cal. Government Code section 6250 *et seq.*) until after either District and the successful proposer have completed negotiations and entered into a Contract or District has rejected all proposals. All correspondence with the District including responses to this RFP will become the exclusive property of the District and will become public records under the California Public Records Act. Furthermore, the District will have no liability to the Proposer or other party as a result of any public disclosure of any proposal or the Contract.

If a Proposer desires to exclude a portion of its proposal from disclosure under the California Public Records Act, the Proposer must mark it as such and state the specific provision in the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. For example, if a Proposer submits trade secret information, the Proposer must plainly mark the information as "Trade Secret" and refer to the appropriate section of the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the District may not be in a position to establish that the information that a Proposer submits is a trade secret. If a request is made for information marked "Confidential", "Trade Secret" or "Proprietary", the District will provide Proposers who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction.

8. **Miscellaneous**

NONE

9. Exceptions Certification to this RFP: In submitting a proposal in response to this RFP, Proposer is certifying that it takes no exceptions to this RFP including, but not limited to, the Contract. If any exceptions are taken, such exceptions must be clearly noted in the proposal and may be reason for rejection of the proposal. As such, Proposer is directed to carefully review the proposed Contract and, in particular, the insurance and indemnification provisions therein.
10. Amendments to Proposals: No amendment, addendum or modification will be accepted after a proposal has been submitted to District. If a change to a proposal that has been submitted is desired, the submitted proposal must be withdrawn and the replacement proposal submitted to District prior to 3:30 PM local time, on or before April 15, 2015.
11. Cancellation of RFP: District reserves the right to cancel this RFP at any time prior to contract award without obligation in any manner for proposal preparation, interview, fee negotiation or other marketing costs associated with this RFP.
12. Rates Validity: Rates provided by Proposers in response to this RFP are valid for 120 days from the Proposal due date. The District intends to award the contract within this time but may request an extension from the Proposers to hold pricing, until negotiations are complete and the contract is awarded.
13. No Commitment to Award: Issuance of this RFP and receipt of proposals does not commit the District to award a contract. District expressly reserves the right to postpone the proposal for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one Proposer concurrently, or to cancel all or part of this RFP.
14. Requests for Clarification: All requests for information and/or clarification must be in writing and received by District no later than 4:30 PM, April 13, 2015, and shall be faxed to **Calvin Louie, General Manager**, at (951) 849-849-2519 or email clouie@cabazonwater.org. Answers to all questions will be issued to all prospective proposers via e-mail.
15. Right to Negotiate and/or Reject Proposals: District reserves the right to negotiate any price or provision, task order or service, accept any part or all of any proposals, waive any irregularities, and to reject any and all, or parts of any and all proposals, whenever, in the sole opinion of District,

such action shall serve its best interests and those of the tax-paying public. The Proposers are encouraged to submit their best prices in their proposals, and District intends to negotiate only with the Proposer(s) whose proposal most closely meets District's requirements at the lowest estimated cost. The Contract, if any is awarded, will go to the Proposer whose proposal best meets District's requirements.

16. Non-Discrimination: The District does not discriminate on the basis of race, color, national origin, religion, age, ancestry, medical condition, disability or gender in consideration for an award of contract.
17. Prevailing Wage: Proposers shall take cognizance of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public work" and "maintenance" projects. The Proposer must agree to fully comply with and to require its subcontractors/subconsultants to fully comply with such Prevailing Wage Laws to the extent applicable. If the Services are funded in whole or in part by federal funds or otherwise requires compliance with the Davis-Bacon Fair Labor Standards Act, the successful Proposer and all its subcontractors/subconsultants shall pay the higher of the state or federal prevailing wage rates.

Publication Date of RFP: April 21, 2015

EXHIBIT "A"

PROPOSED SCOPE OF SERVICES

The Scope of Work shall include on-call performance of all repairs to the District's public water distribution system which includes, but is not limited to, water transmission pipe line from 5/8" to 36" in diameter, valves, connector or couplers, below ground vaults, CAL-VAL, water meters, customer service lateral connections, water boxes and other construction/repair projects as assigned by the District Manager or his or her designee.

The contractor shall perform each repair to the current standards of the District and in compliance with all requirements of the California Department of Water Resources, Riverside County Environmental Health and any other agency with jurisdiction.

EXHIBIT "B"

**CABAZON WATER DISTRICT
On-Call Contractor Services Contract**

[CONTRACT ATTACHED BEHIND THIS PAGE]

CABAZON WATER DISTRICT On-Call Contractor Services Contract

1. Parties and Date. This Contract is made and entered into this ____ day of _____, 2015 by and between the Cabazon Water District ("District") and _____, a _____ with its principal place of business at _____ ("Contractor"). District and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Contract.
2. Scope of Work. The undersigned hereby agrees to furnish any and all labor, equipment, materials, tools, services, transportation, utilities, and all other items necessary to provide the District on-call water distribution system repair services ("Line Maintenance") in accordance with the Contract Documents and in the work order(s) to be issued pursuant to this Contract and executed by the District ("the Work"). The District desires to engage Contractor to perform Work on an as-needed/on-call basis, including without limitation emergency repair services 24 hours per day, 7 days per week. To this end, Contractor shall perform all Work described in Exhibit "A," attached hereto and incorporated herein by this reference, and any other Work specified by the District pursuant to individual work orders that more particularly describe said Work ("Work Order"). Work Orders shall be issued by the District on the form attached hereto as Exhibit "B" and incorporated herein by this reference. No Work shall be performed by Contractor unless specified in Exhibit "A" and authorized by a fully executed Work Order in the form provided by the District. This Contract applies to any Work within the boundaries of the Cabazon Water District.
3. Contract Documents. The complete Contract includes this Contract, the Request for Proposal, the Contractor's Proposal, the Bond(s), executed in connection herewith, Certificates of Insurance, and all official papers and documents relating to the Work to be performed hereunder, all valid Work Orders issued by the District, and all modifications incorporated in these documents before their execution. Any and all obligations of District and Contractor are fully set forth and described herein.
4. Performance of Work; Standard of Care. The Contractor shall at all times employ such force, plant, materials, and tools as will be sufficient in the opinion of the District to perform the Work within the time limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Work performed and completed as required by the Contract, and subject to the approval of the District's authorized representative. The quality of Work shall meet or exceed those standards established by the State of California Department of Water Resources, the District or the city or county of jurisdiction. The Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Contractor shall perform, at its own cost and expense and without reimbursement from the District, any Work necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Contractor shall at all times enforce strict discipline and good order among its employees. Any employee who is determined by the District to be uncooperative,

incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the District, shall be promptly removed from the Project by the Contractor and shall not be re-employed on the Work.

5. Term of Contract. The term of this Contract shall be for ___ years. The District reserves the right to extend this Contract for an additional term by mutual agreement with the Contractor. Contractor shall complete the Work within the term of this Contract, and shall meet any other established schedules and deadlines set forth in the Work Orders.
6. Payment. The District shall pay for actual quantities of Work performed and accepted by the District in accordance with the Schedule of Charges set forth in Exhibit "C," attached hereto and incorporated herein by reference. In no event shall the total amount paid by the District for services rendered by Contractor under this Contract exceed, in the aggregate, the sum of \$120,000.00 ("Maximum Contract Price"). The maximum compensation for Work to be provided pursuant to each Work Order shall be set forth in the relevant Work Order.
 - a. The District budgets a maximum amount of \$10,000.00 per a month for Line Maintenance which includes regular maintenance, replacing/upgrade of pipes, valves, other water apparatus, and emergency repairs.
 - b. All scheduled Work authorized by the District shall first have a Work Order issued to the Contractor. The Contractor must complete the Work Order thirty (30) days prior to the Work to be performed. On the Work Order the Contractor will indicate the number of personnel, their job and hourly rate, total number of hours to complete the Work, and total cost for review and approval. Included in the Work Order, the Contractor shall notify the District the amount of material, parts, and other miscellaneous cost related to the Work.
 - c. Once the Work Order has been approved by the District, the Contractor will be expected to begin the Work and complete it within the number of hours and days, including the material, parts, and other miscellaneous cost related to the Work as indicated by the Contractor.
 - d. Change Order – If additional cost for man hours, material, parts, and other miscellaneous cost related to the Work is required, the Contractor shall contact the District immediately and submit a Change Order with a detailed description of the cause for the additional cost and will indicate the additional number of personnel, their job and hourly rate, total number of hours to complete the Work, also include any cost for additional material, parts, and other miscellaneous cost related to the Work to be reviewed and approval by the District.
 - e. Emergency Repair Call-out ("ERC") – Within 8 business days after the date being called out for ERC, the Contractor will submit to the District an invoice for the ERC service(s) rendered.
 - i. The Contractor will complete any Work in progress. All other scheduled Work Order(s) pending will be stopped until the Contractor submits a final invoice for the ERC on or before the 8 business days after the date being called out for ERC.
 - ii. The Contractor will be fined 2.5% of the total cost for ERC invoices submitted after 8 business days, 5.0% after 10 business days, 10% after 15 days, and 15% after 20 business days or more.

Payments shall be made by the District within 30 days after the completion of the Work from an approved Work Order which includes a detailed description of the Work performed, excepting disputed charges, which shall be payable upon resolution of the dispute, as specified in more detail elsewhere in this Contract. For the Contractor's internal use, the Contractor may attached an invoice matching the cost indicated in the Work Order completed by the Contractor.

Notwithstanding anything to the contrary, the Maximum Contract Price shall not constitute a guarantee of any Work under this Contract.

7. Notice. Any notice or instrument required to be given or delivered by this Contract may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

District:

Cabazon Water District
P.O. Box 297
14618 Broadway Street
Cabazon, California 92230
Attn: Calvin Louie

Contractor:

[Name]
[Address 1]
[Address 2]
Attn:

8. Insurance. The Contractor shall maintain the following insurance during the performance of all Work under this Contract. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the District that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the District to terminate this Contract for cause.
- a. Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01) OR Insurance Services Office Owners and Contractors Protective Liability Coverage Form (CG 00 09 11 88) (coverage for operations of designated contractor); (2) Automobile Liability: Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto); (3) Workers' Compensation and Employer's Liability: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Policies shall not contain exclusions contrary to this Contract.
- b. Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Contract/location or the general aggregate limit shall be twice the required occurrence limit; (2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage; (3) Workers' Compensation and Employer's Liability: Workers' compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 each accident, policy limit bodily injury or disease, and each employee bodily injury or disease. Defense costs shall be available in addition to the limits. Notwithstanding the minimum limits specified herein, any available coverage shall be provided to the parties required to be named as additional insureds pursuant to this Contract.

- c. Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements (amendments) on forms supplied or approved by the District to add the following provisions to the insurance policies:
- i. General Liability. (1) Such policy shall give the District, its officials, officers, employees, volunteers and agents additional insured status using ISO endorsements CG20 10 10 01 plus CG20 37 10 01, or endorsements providing the exact same coverage, with respect to the Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the District, its officials, officers, employees, volunteers and agents, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its officials, officers, employees, volunteers and agents shall be excess of Contractor's insurance and shall not be called upon to contribute with it.
 - ii. Automobile Liability. (1) Such policy shall give the District, its officials, officers, employees, volunteers and agents additional insured status with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects District, its officials, officers, employees, volunteers and agents, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its officials, officers, employees, volunteers and agents shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.
 - iii. Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the District, its officials, officers, employees, volunteers and agents for losses paid under the terms of the insurance policy which arise from work performed by Contractor.
 - iv. Contractor's Pollution Liability Coverage. The contractor's pollution liability policy shall include or be endorsed (amended) to state that: (1) the District, its officials, officers, employees, volunteers and agents shall be covered as additional insureds with respect to the Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; (2) Consultant agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss; and (3) the insurance coverage shall be primary insurance as respects the District, its officials, officers, employees, volunteers and agents, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its officials, officers, employees, volunteers and agents shall be excess of Contractor's insurance and shall not be called upon to contribute with it.

- v. All Coverages. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its officials, officers, employees, volunteers and agents.
 - d. Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its officials, officers, employees, volunteers and agents.
 - e. Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. Contractor shall guarantee that, at the option of the District, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officials, officers, employees, volunteers and agents; or (2) the Contractor shall procure a bond or other financial guarantee acceptable to the District guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.
 - f. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to the District. Exception may be made for the State Compensation Insurance Fund when not specifically rated.
 - g. Verification of Coverage. Contractor shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the District. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.
 - h. Subcontractors. All subcontractors shall meet the requirements of this Section before commencing Work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the District, its officials, officers, employees, volunteers and agents as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the District in writing.
 - i. Reporting of Claims. Contractor shall report to the District, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Work under this Contract.
9. Bonds. The Contractor shall be required at the time of the execution of the Contract to furnish a Labor and Material Payment Bond in an amount not less than one hundred percent (100%) of the Maximum Contract Price. The bond shall be secured from a surety company satisfactory to District, shall be submitted on the prescribed bond form attached hereto as Exhibit "D" and incorporated herein by this reference, and the Contractor thereon shall pay the premiums. The bond must be executed by an admitted surety approved to conduct business in the State of California, pursuant

to California Code of Civil Procedure Section 995.120. Said bond shall be furnished within ten (10) calendar days after award of the Contract and before commencement of Work.

10. Assignment of Contract. Contractor shall not assign, transfer, convey, or otherwise dispose of this Contract, or of his/her right, title of interest in or to the same or any part thereof without previous consent in writing from District's authorized representative.
11. Completion. No Work shall be performed nor shall services, material or equipment be furnished under this Contract unless and until all bonds and certificates of insurance have been furnished to and approved by the District. The parties agree that in the event the Work is not completed within the time limit specified, it would be impracticable and extremely difficult to fix the actual damages suffered by District and the said sum of _____ dollars (\$_____.00) per day shall be presumed to be the amount of damage sustained. This Section does not exclude District's right to recover other damages specified in the Contract Documents or at law.
12. Compliance with Law and Other Contracting Requirements. Contractor shall comply with all applicable laws and regulations of the federal, state and local government including Cal/OSHA requirements, requirements for verification of employees' legal right to work in the United States, and air pollution control laws and regulations as applicable to the Contractor. Contractor shall assist the District, as requested, in obtaining and maintaining all permits required of Contractor by Federal, State and local regulatory agencies. Contractor is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of his or her Work.

By its signature hereunder, the Contractor hereby certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing Work under this Contract. Contractor shall be responsible for securing District permits and licenses necessary to perform the Work described herein.

13. Delays in Performance.
 - a. Neither the District nor Contractor shall be considered in default of this Contract for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Contract, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; or judicial restraint.
 - b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Contract.
 - c. Contractor shall respond within four (4) working days of Contractor's receipt of a written request from the District to perform repairs or related Work. If Contractor does not begin to undertake activities in furtherance of the performance of the requested Work within said four (4) day period, the District shall be entitled to pursue its remedies and rights under the Contract Documents and at law.
 - d. Contractor shall respond within 2.0 hours upon receiving an ERC. The ERC may be delivered telephonically or by text to the phone number provided by the Contractor.

14. Suspension/Termination of Contract.

- a. If Contractor fails to commence Work as provided in the Contract, or progress of the Work in such manner as in the opinion of District's authorized representative will ensure a full compliance with the Contract within the time limit, or if in the opinion of District's authorized representative, Contractor is not carrying out the provisions of the Contract in their true intent and meaning, written notice will be served on Contractor and its Surety to provide, within a specified time to be fixed by District's authorized representative, for satisfactory compliance with the Contract. If Contractor neglects or refuses to comply with such notice within the time therein fixed, he/she shall not thereafter exercise any rights under said Contract or be entitled to receive any of the benefits thereof, except as hereinafter provided, and District's authorized representative may with the approval of the Board of Directors perform any part of the Work or purchase any or all of the material included in the Contract or required for the completion thereof, or take possession of all or any part of the machinery, tools, appliances, materials, and supplies used in the Work covered by the Contract or that have been delivered by or on account of Contractor for use in connection therewith, and the same may be used either directly by District or by other parties for it, in the completion of the Work at the sole cost of Contractor and its Surety.
- b. District has the right to terminate or abandon any portion or all of the Work under this Contract by giving ten (10) calendar days written notice to Contractor and its Surety. In such event, District shall be immediately given title and possession to all documents produced or developed for that portion of the Work completed and/or being abandoned. District shall pay Contractor the reasonable value of services rendered for any portion of the Work completed prior to termination. If said termination occurs prior to completion of any work for the Project for which a payment request has not been received, the charge for services performed for the Work during such work shall be the reasonable value of such services, based on an amount mutually agreed to by District and Contractor of the portion of such work completed but not paid prior to said termination. District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Contractor shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of Work.
- c. Contractor may terminate its obligation to provide further services under this Contract upon thirty (30) calendar days written notice to District only in the event of substantial failure by District to perform in accordance with the terms of this Contract through no fault of Contractor.

15. Subcontracts. Subcontractors employed by Contractor on the execution of the Work covered in this Contract shall be only those given prior written permission from District, and otherwise comply with Sections 4100 to 4113 inclusive of the Public Contract Code of California, if applicable.

16. Brand Name or Equal. Whenever in the Contract any material, process or article is identified by grade, patent or proprietary name or by name of manufacturer, such specification shall be followed by the words "or equal." Contractor may, unless otherwise stated, offer any material, process or article which shall be substantially equal or better. Contractor bears the burden of proof as to the equality of any material, process or article and District may require Contractor to furnish the material, article or process specified if it decides that Contractor has not met his or her burden.

17. Further Instructions. Before commencing any portion of the Work, Contractor shall carefully examine all applicable Contract Documents, and other information given to Contractor as to

materials and methods of construction and other Project requirements. Contractor shall immediately notify the District of any potential error, inconsistency, ambiguity, conflict or lack of detail or explanation. District shall provide further instructions, in writing, within a reasonable time. If Contractor performs, permits, or causes the performance of any Work which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all resulting costs, including, without limitation, the cost of correction. In no case shall the Contractor or any subcontractor proceed with Work if uncertain as to the applicable requirements.

18. Discrepancies and Omissions. Any discrepancies or omissions found in the Contract Documents shall be reported to District immediately. District will clarify discrepancies or omissions, in writing, within a reasonable time. In resolving inconsistencies among two or more sections of the Contract Documents, precedence shall be given in the following order: 1. Contract; 2. Addenda, if applicable; ***Cabazon Water District Standard Drawings***. Figure dimensions on Drawings shall take precedence over scale dimensions, detailed Drawings shall take precedence over general drawings.
19. Loss and Damage. Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by District. However, Contractor shall be responsible for damage proximately caused by Acts of God, within the meaning of Section 7105 of the California Public Contract Code, only to the extent of five percent (5%) of the Contract Price as specified herein. In the event of damage proximately caused by "Acts of God," the District may terminate this Contract upon three (3) days advanced written notice.
20. Contractor's Supervision. Contractor shall continuously keep at the Project site, a competent and experienced full-time Project superintendent approved by the District. Superintendent must be able to proficiently speak, read and write in English. Contractor shall continuously provide efficient supervision of the Project.
21. Labor Code Provisions. It shall be mandatory upon the Contractor herein and upon all subcontractors under Contractor to comply with all provisions of the Labor Code of the State of California relative to contracts for public works.
 - a. Prevailing Wages.
 - (i) The Contractor is aware of the requirements of Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Project involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Contract from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. In the alternative, the Contractor may view a copy of the prevailing rates of per diem wages at the District. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform Work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business

and at the Project site. Contractor shall defend, indemnify and hold the District, its Board, members of the Board, employees, and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

- (ii) The Contractor and each subcontractor shall forfeit as a penalty to the District not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate for any work done by him, or by any subcontract under him, in violation of the provisions of the Labor Code. The difference between such stipulated prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.
 - (iii) Contractor shall post, at appropriate conspicuous points on the Project site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.
- b. Eight Hour Law. Eight hours labor shall constitute a legal day's hours per day, and forty hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay. Contractor shall forfeit as a penalty to District twenty-five dollars (\$25) for each calendar day during which such worker is required, or permitted to work more than eight hours in any one day or forty hours in any one calendar week in violation of the provisions of said Labor Code.
 - c. Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code Section 1776. In the event of noncompliance with the requirements of this Section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this Section. Should noncompliance still be evident after such 10-day period, the Contractor shall, as a penalty to District, forfeit not more than one hundred dollars (\$100) for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The responsibility for compliance with this Section is on the Contractor.
 - d. Ineligible Contractors/Subcontractors/Debarment. A Contractor or subcontractor may not perform work who is ineligible pursuant to Labor Code Sections 1777.1 and 1777.7.
 - e. Apprentice. Attention is called to the provisions in Section 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under Contractor.
 - f. Contractor and Subcontractor Registration. Effective March 1, 2015, 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. No bid will be accepted nor any contract

entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor shall complete and submit the Public Works Contractor Registration Certification attached hereto as Exhibit "E" to the District prior to Contract execution.

- g. Labor Compliance. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law.
22. Extra Work. All work performed that exceeds the scope of the Work required under this Contract will be done on a time and material basis with prior request and approval of the District. Time and material rates will be determined by a separate written agreement between the District and Contractor. The District will make the final determination when work is considered outside the scope of this Contract.
23. Trench Shoring. Contractor shall submit to the District at the preconstruction meeting, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from hazards of caving ground during the excavation of any trench or trenches five feet or more in depth. If such plan varies from shoring system standards established by the Construction Safety Orders of the California Code of Regulations, Department of Industrial Relations, the plan shall be prepared by a registered civil or structural engineer. The Contractor shall designate in writing the "competent person" as defined in Title 8, California Code of Regulations, who shall be present at the work site each day that trenching/excavation is in progress. The "competent person" shall prepare and provide daily trenching/excavation inspection reports to the District. Contractor shall also submit a copy of its annual California Occupational Safety and Health Administration (Cal/OSHA) trench/excavation permit.
24. Compliance With Storm Water Permit For Construction Activity. It shall be the responsibility of the Contractor to file a Notice of Intent and obtain a State Water Resources Control Board National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity (Storm Water Permit) for all construction activity which results in the disturbance of in excess of one acre of total land area or which is part of a larger common area of development or sale. The Contractor shall also be responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) prior to initiating Work. The Contractor shall be solely responsible for implementing and complying with the provisions of the Storm Water Permit and the SWPPP, including any monitoring, reporting, and revisions as may be required. It shall be the responsibility of the Contractor to evaluate and include in the bid the cost of obtaining the Storm Water Permit, of preparing the SWPPP, and of complying with the Storm Water Permit and the SWPPP, including monitoring, reporting, and revisions as may be required. The Contractor shall comply with all requirements of the State Water Resources Control Board. The Contractor shall provide copies of all reports and monitoring information to the Engineer.

Failure to comply with the Storm Water Permit is a violation of federal and state law. The Contractor hereby agrees to indemnify and hold harmless the District, its Board, members of the Board, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which District, its Board, members of the Board, employees and authorized volunteers may sustain or incur for noncompliance with the Storm Water Permit arising out of or in connection with the Project, except for liability resulting from the sole negligence, willful misconduct or active negligence of the District, its Board, members of the Board, employees or authorized volunteers. District may seek damages from the Contractor for delay in completing

the Contract in accordance with the Contract requirements herein caused by Contractor's failure to comply with the Storm Water Permit.

25. Unexpected Subsurface Conditions. If during the course of the work Contractor encounters subsurface or latent physical conditions within the work area that differ from those indicated in this Contract, or differ materially from those ordinarily encountered and generally recognized as inherent in the character of the work being performed, and if Contractor believes that such unexpected subsurface conditions will likely cause an increase or decrease in the Contractor's time or cost to perform any part of the work, Contractor shall stop work and notify District.

District shall promptly investigate, and if District finds that the conditions encountered by Contractor demonstrate unexpected subsurface conditions as described above, and which will cause an increase or decrease in the Contractor's time or cost to perform the work, such increase or decrease shall be accounted for in accordance with the Extra Work procedures described elsewhere in this Contract.

In the event that a dispute arises between District and Contractor whether the conditions encountered by Contractor demonstrate unexpected subsurface conditions as described above, or will cause an increase or decrease in the Contractor's time or cost to perform the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided by the contract or by law which pertain to the resolution of disputes and protests between District and Contractor.

The presence of contaminated soil, rock or groundwater shall not be considered as unexpected subsurface conditions and contaminated soil, rock or groundwater encountered by Contractor shall be treated as described elsewhere in this Contract.

26. Contaminated Soil. Hazardous waste (which may include contaminated soil) as defined in the California Code of Regulations (CCR), Title 22, Division 4.5, Chapter 11, or the Code of Federal Regulations 40 CFR, Part 261, encountered during the performance of the work is required to be handled and disposed of in accordance with state and federal hazardous waste regulations, as well as in compliance with air quality standards set forth by the San Diego Air Pollution Control District.

- a. If during the course of work Contractor encounters any material that may be contaminated soil, or any encounters any conditions that may be detrimental to existing or proposed District facilities, or to the health and safety of the public, District staff or Contractor's employees, Contractor shall immediately stop all work except that to preserve public safety and shall immediately thereafter contact the District.

Contractor shall investigate the appearance and odor of the suspected contaminated soil and shall employ a qualified environmental professional, as approved by the District, to conduct air monitoring tests. Based upon air monitoring and site observation results, the Contractor may need to engage a qualified environmental professional, as approved by the District, to collect samples of the suspected soil for testing at a State of California certified environmental laboratory.

Costs for all testing related to air monitoring and to the classification and determination of the appropriate soil disposal facility for the suspected contaminated soil will be paid by the Contractor. If soil test results do not indicate the presence of contamination, then no soil profile is necessary for disposal. If soil test results confirm the presence of contamination,

the Contractor is required to create a soil profile as required by the selected waste disposal facility.

If the waste disposal facility characterizes the soil as clean with no restrictions on disposal, work shall resume as originally planned and all costs associated with disposal shall be covered by the Contractor's unit bid price for mainline piping. If test results indicate concentrations of contamination requiring special disposal at a Class III disposal site as a non-hazardous waste (by both California and Federal criteria), all costs associated with disposal shall be covered by Contractor's unit bid price for non-hazardous contaminated soil disposal. If tests indicate concentrations of contamination requiring disposal at a facility designated for accepting Federal RCRA (Resource Conservation and Recovery Act) waste or California hazardous (non-RCRA) waste, all costs associated with handling and disposal shall be accounted for in accordance with the Extra Work procedures described elsewhere in this Contract.

- b. Based upon the results of the soil sampling and analysis, Contractor will be responsible for generating waste profiles for Federal RCRA waste, California hazardous (non-RCRA) waste, and non-hazardous soils requiring special disposal. The waste profile for the soils will be reviewed and approved by the District prior to off-site disposal. If the soil waste stream changes during excavation, or if soil designated for standard disposal is rejected by the landfill, the Contractor will prepare an updated waste profile for District review and approval. All costs associated with preparing an updated disposal profile shall be borne by Contractor.
- c. If as a result of air monitoring and/or laboratory analysis it is determined that the sampled material does pose a hazard to human health or the environment, a Notice of Hazardous Conditions will be provided to the Contractor by District. Once the Notice of Hazardous Conditions is provided, the Contractor must develop and implement health and safety measures prior to beginning soil disposal operations. Additional work may require further action by HAZWOPER (Hazardous Waste Operations and Emergency Response) trained personnel as specified in CCR Title 8 §5192. These measures include but are not limited to a comprehensive work plan and site-specific health and safety plan. All costs associated with responding to a Notice of Hazardous Conditions shall be accounted for in accordance with the Extra Work procedures described elsewhere in this Contract.
- d. The District and Contractor will work together to ensure all contaminated waste disposal is properly manifested.
- e. Nothing in this specification section relieves the Contractor from any performance requirements or contractual obligations stated elsewhere in this Contract.

27. Regional Notification Center – Excavations. Contractor, except in an emergency, shall contact the appropriate regional notification center at least two working days prior to commencing any excavation if the excavation will be conducted in an area or in a private easement which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the District, and obtain an inquiry identification number from that notification center. No excavation shall be commenced and carried out by the Contractor unless such an inquiry identification number has been assigned to the Contractor or any subcontractor of the Contractor and the District has been given the identification number by the Contractor.

Emergency shall be defined as a sudden, unexpected occurrence, involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to, life, health,

property, or essential public services. Emergency includes such occurrences as fire, flood, earthquake or other soil or geologic movements, riot, accident, or sabotage (Gov. Code § 4216).

Subsurface installation means any underground pipeline, conduit, duct, wire, or other structure operated or maintained in or across a public street or public right-of-way (Gov. Code § 4216).

28. Removal, Relocation And Protection Of Utilities. As used in this Section, the word "utility" shall be understood to include tracks, overhead or underground wires, cables, pipelines, conduits, ducts, sewers, storm drains, or service connections. As used in this Section, the term "construction interference" shall be understood to include any utility within the limits of excavation or over excavation required for the Work under the Contract as shown or as ordered by the District, or any utility located in the space which will be required by any of the Work under the Contract.

a. In the event a utility is required to be disturbed or removed to permit construction of a pipeline or other structure under the Contract, such disturbance or removal shall be done only with the approval of the District, and following notification to the owner of the interfering utility. Any such utility removed or otherwise disturbed shall be reconstructed as promptly as possible in its original or other authorized location in a condition at least as good as prior to such removal or disturbance, subject to the inspection of the owner of same. All water meters, water valves, fire hydrants, electrical utility vaults, telephone vaults, gas utility valves, and other subsurface structures shall be relocated or adjusted to final grade by the Contractor.

The Contractor's responsibility under this Section to remove or replace utilities shall apply even in the event such damage or destruction occurs after backfilling or is not discovered until after completion of backfilling. The owner of the utility shall be notified immediately after damage or destruction occurs or is discovered.

- b. During the performance of the Work under this Contract, the owner of any utility affected by the Work shall have the right to enter when necessary upon any portion of the Work for the purpose of maintaining service and of making changes in or repairs to said utility.
- c. The Drawings show the positions of known utilities in the immediate vicinity of the Work as determined from available records, but the District does not guarantee that utility locations as shown are precisely accurate or that all existing utilities are shown. Before commencing any excavation, the Contractor shall determine or verify the existence, horizontal and vertical position, and ownership of all existing utilities located within the limits of the Work to be performed. If the Contractor discovers any utility located within the limits of the Work to be performed, and which is not shown on the plans, Contractor shall immediately notify the District. The District will not be liable for any consequences arising as a result of an existing utility being incorrectly located in the field by the agency having jurisdiction over said utility.
- d. The District will compensate Contractor in the event Contractor is required to remove, relocate, protect, support, repair, maintain or replace a utility which actually constitutes a construction interference when said utility is not shown with reasonable accuracy as an interference or is omitted from the Contract, subject to the review and approval of the District, provided, however, that the District's obligation to repair damage to such a utility shall not extend to damage caused by the failure of the Contractor to exercise reasonable care. Payment by District for the costs described above shall be made in accordance with the Extra Work section of this Contract.

- e. The costs involved in removing, relocating, protecting, supporting, repairing, maintaining or replacing a utility for reasons other than those described above shall be borne by the Contractor.
 - f. The Contractor shall not be assessed liquidated damages for failure to complete the Work on time to the extent that such delay was caused by failure of the District or of the owner of the utility to authorize or otherwise provide for the removal, relocation, protection, support, repair, maintenance or replacement of a utility as described above.
 - g. The District reserves the right, upon determination of the actual position of existing utilities, to make changes in the alignment or grade of District's proposed facilities when, by so doing, the necessity for relocation of existing utilities can be avoided. Such changes will be ordered in writing by the District. Where applicable, adjustments in the Contract price will be made on the basis of the Contractor's unit bid prices. Where unit bid prices are not applicable, adjustments in the Contract price will be made in accordance with the procedures described herein.
 - h. In all cases the owner of the utility shall have the sole discretion to perform repairs or relocation work or to permit the Contractor to perform the same at a reasonable price.
29. Assignment of Anti-Trust Claims. Contractor offers and agrees to assign to the District all rights, title and interest in and to all causes of action as it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700 of Part 2 of Division 7 of Business and Professions Code), and any other applicable laws, arising from purchase of goods, services, or materials, pursuant to this Contract. This assignment shall become effective at the time that District tenders final payment to Contractor, without further acknowledgment by the parties. Contractor shall have the rights set forth in Sections 4553 and 4554 of the Government Code.
30. Notice of Third-Party Claims. Pursuant to Public Contract Code Section 9201, the District shall provide the Contractor with timely notification of the receipt of any third-party claim, relating to the Contract. The District is entitled to recover its reasonable costs incurred in providing such notification.
31. Payment. District agrees to pay and Contractor agrees to accept, in full payment for the Work agreed to be done once accepted by the District and public agency(ies) having jurisdiction, for the prices named in the Contract in the manner and with such addition or deductions as are provided for in this Contract.
- a. Contract Retentions.
 - (i) For Projects with a performance period exceeding one month for the creation, construction, alteration, repair or improvement of any public structure, building road or other improvement:
 - (1) Progress Payments. From each approved **Work Order/invoice**, five percent (5%) will be deducted and retained by the District, and the remainder will be paid to Contractor. All Contract retentions shall be released and paid to the Contractor and subcontractors pursuant to California Public Contract Code Section 7107.

(2) Substitutions for Contract Retentions. In accordance with California Public Contract Code Section 22300, the District will permit the substitution of securities for any monies withheld by the District to ensure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the District, or with a state or federally chartered bank in California as the escrow agent, and thereafter the District shall then pay such monies to the Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to the Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time the District has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be in the form provided by the District.

b. Other Retentions. For all Projects:

- (i) In addition to Contract retentions, the District may deduct from each progress payment an amount necessary to protect District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the District, incurred by the District for which Contractor is liable under the Contract; (11) an hourly inspection fee equal to the hourly wage of the District's staff, if the District is notified by Contractor that a job is complete and, upon inspection, it is found to be incomplete; and (12) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums.
- (ii) Payment to Subcontractors. Contractor shall pay all subcontractors for and on account of Work performed by such subcontractors in accordance with the terms of their respective subcontracts and as otherwise required by law. Such payments to subcontractors shall be based on the measurements and estimates made and progress payments provided to Contractor pursuant to this Contract.

- (iii) Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the District at the time of payment. To the extent that title has not previously been vested in the District by reason of payments, full title shall pass to the District at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the District, nor relieve Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of responsibility for any loss of or damage to items.

32. Procedure for Resolving Disputes. The parties to this Contract are subject to the provisions of Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3 of the Public Contract Code (as amended by the Statutes of 1990, Chapter 1414, effective January 1, 1991), which requires compliance with the following procedures to resolve any claim by the Contractor of \$375,000 or less regarding an extension of time, a change order, extra Work, or any other disputed amount:

- a. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by Contract for the filing of claims.
 - (i) For claims of less than fifty thousand dollars (\$50,000), District shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim any additional documentation supporting the claim or relating to defenses or claims District may have against the claimant.
 - (ii) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement to District and the claimant.
 - (iii) District's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
- b. If the claimant disputes District's written response, or District fails to respond within the time prescribed, the claimant may so notify District, in writing, either within 15 days of receipt of District's response or within 15 days of District's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, District shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- c. If following the meet and confer conference the claim or any portion remains in dispute, the claimant may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any

period of time utilized by the meet and confer conference. If after the foregoing procedures are completed a civil action is filed, the action shall be subject to the mediation and arbitration provisions required by Section 20104.4 of the Public Contract Code.

33. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the District, its Board, members of the Board, employees, and authorized volunteers of the District, against any and all claims, liabilities, expenses or damages, including reasonable attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, or any claim of the Contractor or subcontractor for wages or benefits which arise in connection with the performance of the Contract, except to the extent caused or resulting from the sole negligence, willful misconduct, or active negligence of the District, its Board, members of the Board, employees, or authorized volunteers of the District. The foregoing indemnity includes, but is not limited to, the cost of prosecuting or defending such action with legal counsel acceptable to the District and the District's attorneys' fees incurred in such an action. Contractor's obligation to indemnify shall survive the expiration or termination of the Contract and shall not be restricted to insurance proceeds, if any, received by the District, its Board, members of the Board, employees, or authorized volunteers. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole or active negligence or willful misconduct of the District.
34. Interpretation. In interpreting this Contract, it shall be deemed that it was prepared jointly by the Parties with full access to legal counsel of their own. No ambiguity shall be resolved against any party on the premise that it or its attorneys were solely responsible for drafting this Contract or any provision thereof.
35. Integrated Agreement. This Contract embodies the entire understanding between the Parties pertaining to the matters described herein. Each party acknowledges that no party, agent, or representative of the other party has made any promise, representation or warranty, express or implied, not expressly contained in this Contract, that induced the other party to sign this document. No modification of this Contract shall be valid unless agreed to in writing by the Parties. This Contract may be executed in separate counterparts, the whole of which shall constitute a binding agreement. For purposes of executing the Contract, Contractor shall execute and deliver two (2) counterpart originals of the Contract to the District. The District shall execute both counterpart originals of the Contract that has been executed by Contractor and shall deliver to Contractor one (1) fully executed original of the Contract.
36. Law and Venue. This Contract shall be construed in accordance with and be governed by the laws of the State of California. The Parties agree that Riverside County, California is the proper venue for enforcement of the terms of this Contract. The prevailing party in any action to enforce this Contract or otherwise concerning the terms of the settlement of the Action shall be awarded costs and attorney's fees.
37. Completion of Work. When the Contractor determines that it has completed the Work required herein or any portion thereof, Contractor shall so notify District in writing and shall furnish all labor and material releases required by this Contract. District shall thereupon inspect the Work. If the Work is not acceptable to the District, the District shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a reinspection by the District. Once the Work is acceptable to District, District shall pay to Contractor the Contract

Price remaining to be paid, less any amount which District may be authorized or directed by law to retain. Contractor shall furnish District with any applicable labor and material releases from all subcontractors performing Work on, or furnishing materials for, the Work governed by this Contract prior to final payment by District.

38. Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one (1) year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the District of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the District in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one (1) year period, commencing with the date of acceptance of such corrected Work. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the District, regardless of whether or not such warranties and guarantees have been transferred or assigned to the District by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the District. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the District, the District shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the District for any expenses incurred hereunder upon demand.

In the event any act or failure to act by Contractor shall cause a warranty applicable to any products purchased by the District for installation by the Contractor to be voided or reduced, Contractor shall indemnify District from and against any cost, expense or other liability arising therefrom, and shall be responsible to the District for the cost of any repairs, replacement or other costs that would have been covered by the warranty but for such act or failure to act by Contractor.

39. State License Board Notice. Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

Signature on Page 18 of 25

Contractor Instructions: Sign and return original. Upon acceptance by Cabazon Water District, a copy will be signed by its authorized representative and promptly returned to you.

CABAZON WATER DISTRICT

[INSERT NAME OF CONTRACTOR]

By: Calvin Louie

By: _____

Title: General Manager

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Contractor's
License #
and Class: _____

EXHIBIT "A"
SCOPE OF WORK

The Scope of Work shall include on-call performance of all repairs to the District's public water distribution system which includes, but is not limited to, water transmission pipe line from 5/8" to 36" in diameter, valves, connector or couplers, below ground vaults, CAL-VAL, water meters, customer service lateral connections, water boxes and other construction/repair projects as assigned by the District Manager or his or her designee.

The contractor shall perform each repair to the current standards of the District and in compliance with all requirements of the California Department of Public Health, Riverside County Environmental Health and any other agency with jurisdiction.

EXHIBIT "B"
SAMPLE WORK ORDER FORM
WORK ORDER

Attached to this page

EXHIBIT "C"
SCHEDULE OF CHARGES

EXHIBIT "D"

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the Cabazon Water District (hereinafter designated as the "District"), by action taken or a resolution passed _____, 20____, has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows: **Contract No.** _____ (the "Project"); and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the District in the penal sum of _____ Dollars (\$_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the District in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any

conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or District and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

No substitution or revision of this bond form will be accepted. The surety must meet all State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120, and must be a California admitted surety insurer.

EXHIBIT "E"

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

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. 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 Department of Industrial Relations to perform public work.

Contractor 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 Department of Industrial Relations.

Name of Contractor: _____

DIR Registration Number: _____

Contractor further acknowledges:

1. Contractor shall maintain a current DIR registration for the duration of the project.
2. Contractor 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 contract award 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 the rescission of the contract award.

Signature: _____

Name and Title: _____

Dated: _____

INTEROFFICE MEMORANDUM

TO: CALVIN LOUIE
FROM: JOSEPH TOBIAS AND TERESA BUI
SUBJECT: POLICY ON MAJOR MAINTENANCE AND REPAIR CONTRACTS.
DATE: MARCH 2, 2015

HELLO CALVIN,

Teresa and I are interested in discussing a new policy for maintenance and repair contracts. We want to discuss it at the March, 2015 meeting; and hereby request that you add the subject item to the agenda for that meeting.

I will be discussing the current contract, and the previous contract with James Doolittle Construction Company. We want to do a PowerPoint presentation using the three documents you scanned for me for the February, 2015 meeting. Please contact me as soon as possible in the event you purged the documents from your computer. Call me at 951-849-7692 at your earliest convenience should you need the documents to scan again. Thank you.

Yours truly,

Joseph Tobias 3/2/15
Joseph Tobias

Teresa Bui 3/2/15
Teresa Bui

Received by:

date received: