# **Rubidoux Community Services District**

# **Board of Directors**

John Skerbelis, President Hank Trueba Jr., Vice-President Bernard Murphy Armando Muniz F. Forest Trowbridge

**General Manager** Brian R. Laddusaw



Water Resource Management Refuse Collection Street Lights Fire / Emergency Services Weed Abatement

# NOTICE AND AGENDA FOR THE RUBIDOUX COMMUNITY SERVICES DISTRICT BOARD MEETING

# Thursday, February 15, 2024, at 4:00 PM

During this regular meeting of the Rubidoux Community Services District Board of Directors, members of the public will have the choice to attend and address the Board in person or attend and address the Board via Zoom.

Members of the public wanting to attend and/or address the Board virtually may do so by using the Zoom App or website for free at: <u>https://zoom.us/</u>

- Meeting ID is <u>994 957 9980</u>
- Passcode is: rcsd
- o Call into the meeting number 1-669-444-9171

Only one person at a time may speak by telephone or Zoom and only after being recognized by the President of the Board.

**Closed Session:** At any time during the regular session, the Board may adjourn to a closed executive session to consider matter of litigation, personnel, negotiations, or to deliberate on decisions as allowed and pursuant with the open meetings laws. Discussion of litigation is within the Attorney/Client privilege and may be held in closed session.

Authority: Government code 11126-(a) (d) (q).

# ADDITIONS TO THE AGENDA

In accordance with Section 54954.2 of the Government Code (Brown Act), additions to the agenda require a two-thirds vote of the entire Board, or, if fewer than two-thirds of the members are present, a unanimous vote of those members present, making findings that there is a need to take immediate action and that the need for action came to the attention of the District subsequent to the posting of the agenda.

- 1. CALL TO ORDER John Skerbelis, President
- 2. <u>PLEDGE OF ALLEGIANCE</u> General Manager
- 3. <u>ROLL CALL</u> General Manager

# 4. PUBLIC COMMENTS

Members of the public are encouraged to address the Board of Directors. Anyone who wishes to speak on an item not on the published agenda must submit a comment request card to the General Manager or designee. Each speaker should begin by identifying themselves for the record and is allowed up to five minutes.

No one may give their time to a speaker during the public comment period of the meeting. It is requested that all present refrain from any action that might disrupt the orderly course of the meeting. Coarse, crude, profane, or vulgar language, or unsolicited comments from the audience, which disrupts or disturbs the Board meeting, may result in exclusion from the meeting.

The Ralph M. Brown Act, Government Code 54950, et. seq. prohibits members of the Board of Directors from taking formal action or discuss items not on the published agenda. As a result, immediate response to public comment may be limited.

# 5. CONSENT CALENDAR

Consent Calendar items are expected to be routine and non-controversial and are to be acted upon by the Board by one motion, without discussion. If any Board member, staff member, or interested person requests that an item be removed from the Consent Calendar for further discussion, it will be moved to the first item on the Action Agenda.

- A. Approval of Minutes for February 1, 2024, Regular Meeting
- B. Consideration to Approve:
  - 1. February 16, 2024, Salaries, Expenses and Transfers
  - 2. March 1, 2024, Salaries, Expenses and Transfers
- C. DM 2024-08: Consider Proposal of Support Services Agreement with PlanetBids
- D. **DM 2024-09**: Receive and File Statement of Cash Asset Schedule Report Ending December 2023

# 6. CORRESPONDENCE AND RELATED INFORMATION

#### Street Lights Fire / Emergency Services Weed Abatement

#### 7. REPORTS

- **Operations Report (Second Meeting Each Month)** Α.
- Β. Emergency and Incident Report (Second Meeting Each Month)
- C. General Manager and Staff Reports / Updates
- D. Committee Reports

#### 8. **ACTION / DISCUSSION ITEMS**

- Α. DM 2024-10: Consider a Professional Services Contract with Webb and Associates for the Basis of Design for the Leland Thompson Water Treatment Facility Expansion
- Β. **DM 2024-11**: Consider a Professional Services Contract with Webb and Associates for a Phase II Environmental Study for Purchase of a Parcel of Land for the Leland Thompson Water Treatment Facility Expansion
- C. DM 2024-12: Consider American Rescue Plan Act Utility Bill Assistance Grant Agreement with the City of Jurupa Valley
- DM 2024-13: Consider California Special District Association Board of Directors D. Election Call for Nomination, Seat A – Southern Network For Term 2025-2027

#### 9. DIRECTORS COMMENTS AND REQUESTS

# 10. NEXT MEETING

Thursday, March 7, 2024, at 4:00 p.m.

# 11. ADJOURNMENT

Any person with a disability who requires a modification or accommodation in order to participate in this meeting, or any person with limited English proficiency (LEP) who requires language assistance to communicate with the Rubidoux Community Services District Board of Directors during the meeting, should contact the Rubidoux Community Services District Administrative Department, at (951) 684-7580 or admin@rcsd.org, no fewer than two (2) business days prior to this meeting to enable the Rubidoux Community Services District to make reasonable arrangements to assure accessibility or language assistance for this meeting.

**Refuse Collection** 

Street Lights F

s Fire / Emergency Services

# **DECLARATION OF POSTING**

I, Brian Laddusaw, General Manager and Board Secretary to the Rubidoux Community Services District, certify that a copy of this has been posted in the District's main office, 3590 Rubidoux Blvd., Jurupa Valley, and on its website no less than seventy-two (72) hours before the start of the meeting.

Brian Laddusaw General Manager-Secretary

# 4. PUBLIC COMMENTS

# 5. CONSENT CALENDAR

A. Approval of Minutes for February 1, 2024, Regular Meeting

# RUBIDOUX COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS

# MINUTES OF REGULAR MEETING Thursday, February 1, 2024

<b>DIRECTORS PRESENT</b> :	Bernard Murphy
	John Skerbelis
	F. Forest Trowbridge

DIRECTORS VIA ZOOM: Armando Muniz

DIRECTORS ABSENT: Hank Trueba, Jr.

STAFF PRESENT:	Brian Laddusaw, General Manager Ted Beckwith, Director of Engineering Miguel Valdez, Director of Operations Martha Perez, Customer Service/Accounts Payable Manager Melissa Trujillo, HR Generalist/Safety and Facilities Coordinator
VISITORS VIA ZOOM:	Patrick "Kit" Bobko, District Special Counsel

VISITORS (SIGNED IN): Mary Madrigal, RCSD Customer

# ITEM 1. CALL TO ORDER

The meeting of the Board of Directors of the Rubidoux Community Services District by President Skerbelis, at 4:00 P.M., Thursday, February 1, 2024, in-person and by teleconferencing at the District's Administrative Office, 3590 Rubidoux Boulevard, Jurupa Valley, California.

ITEM 2. PLEDGE OF ALLEGIANCE – General Manager

ITEM 3. ROLL CALL – General Manager

# LATE AGENDA ADDITION- 8B CLOSED SESSION

Director Murphy moved, and Director Trowbridge seconded to approve the LATE AGENDA ADDITION- 8B CLOSED SESSION:

**Roll call:** 

Ayes – 4 Noes – 0 Abstain – 0 Absent – 1

The motion was carried 4-0-0-1.

# **ITEM 4. PUBLIC COMMENTS**

Mary Madrigal, RCSD customer, is having issues with the street flooding occurring on 25<sup>th</sup> Street and Van Dell Road. She had previously reported the issue to the City of Jurupa Valley, but the City was unable to assist her with the issue. Director Murphy provided Mary with his contact information and would be assisting her with the issue after the Board Meeting. The issue will be handled under the Riverside County Flood Control services.

# **ITEM 5. CONSENT CALENDAR**

- A. Approval of Minutes for January 18, 2024, Regular Meeting
- B. Consideration to Approve February 2, 2024, Salaries, Expenses and Transfers

Director Trowbridge moved, and Director Murphy seconded to approve the Consent Calendar:

Roll call:

Ayes – 4 Noes – 0 Abstain – 0 Absent – 1

The motion was carried 4-0-0-1.

# ITEM 6. CORRESPONDENCE AND RELATED INFORMATION

None

# **ITEM 7. REPORTS**

- A. Operations Report (Second Meeting Each Month)
- B. Emergency and Incident Report (Second Meeting Each Month)

# C. General Manager and Staff Reports / Updates

General Manager Brian Laddusaw ("GM Laddusaw") commented on the Form 700's the Board of Directors ("Board") and District Officials will need to complete by March 1, 2024. Director Murphy and Director Muniz have not submitted the form as of the Board Meeting. Staff will mail a copy of the Form 700's to Director Muniz. GM Laddusaw reminded the Board about the Retail Agency Roundtable 2024 invite scheduled for Wednesday, February 21, 2024, from 12:00 to 1:30pm hosted by Western Water featuring guest speaker Adel Hagekhalil General Manager of the Metropolitan Water District. Director Skerbelis and Director Trowbridge had previously agreed to attend the event. Director Trueba and Director Muniz will not be in attendance. Director Murphy confirmed he will be attending the event. Staff will register Director Murphy for the event. GM Laddusaw asked the Board to provide an update on the iPad's/tablets. The Board will provide an update on the next scheduled Board meeting. GM Laddusaw also informed the Board of the scheduled study session meeting with the City of Jurupa Valley ("City") on February 15th. The study session meeting is scheduled before the Council Meeting. GM Laddusaw will be discussing with the City and JCSD the Utility Rate Assistance Program. The City has proposed to provide the District and JCSD 1 million dollars from the American Rescue Plan Act funds received. Each single-family resident will be eligible for a \$35.00 credit towards their account. Director Murphy and Director Skerbelis will attend the study session meeting. GM Laddusaw provided the Board with an update on the Employee Handbook inquiry stating Policy 2141 Inclusive Workplace is currently under legal review. GM Laddusaw also thanked all who attended the IAC meeting that was scheduled for January 26<sup>th</sup>. Director of Operations Miguel Valdez provided the Board with an update of the flooding occurring on Arbuckle School Road. Director Murphy recommended the District staff to schedule a meeting with the City and discuss with the City possible solutions to fix the flooding issue.

# **D.** Committee Reports

The Trash Disposal Committee met on January 23<sup>rd</sup> with the City of Jurupa Valley. The members of the Committee include Director Skerbelis and Director Trueba. The City discussed the current contract with Burrtec and the possibility of taking over the RCSD area of service. Director Murphy commented that the City has bad customer service. The Board members are not interested in the City taking over RCSD area of trash service.

# **ITEM 8. ACTION/DISCUSSION ITEMS.**

A. DM 2024-07: Consider Proposal from Webb and Associates for Engineering Design Services for the Rehabilitation of the Bell Town Lift Station

# BACKGROUND:

Sewer lift stations are used in the sewage collection system where low points occur due to topography and terrain. The sewage is collected in a wet well at the lift station and then pumps are used to lift the sewage from the wet well into a pressurized pipe called a forced main to a point where it can be released into the sewage collection system and flow under gravity forces, no longer needing to be pressurized. Essentially, the sewage is "lifted" from a low point to a higher point to get it to the District's Regional Lift Station.

The Rubidoux Community Services District ("District") has several locations where the sewage collection system needs to be lifted. One of these lift stations is in the area of the District commonly referred to as "Bell Town". The Bell Town Lift Station ("Lift Station") was built between late 1982 and 1983 and has been in continuous operation since that time. The wet well at the Lift Station consists of a 6-foot diameter epoxy lined concrete pipe resting on a concrete pad. The wet well is showing signs of deterioration due to the corrosive nature of sewage and needs to be relined with an epoxy coating.

The wet well has two pumps, a lead pump, and a lag pump. The lead pump operates when the sewage in the wet well gets to a preset elevation and the lag pump comes on when the sewage in the wet well gets to a higher elevation. These pumps are actuated by water level sensors in the wet well. The pumps in the wet well are beyond their service life and need to be replaced.

As this project must be publicly bid, plans and specifications are needed to do so. The District obtained two proposals from its primary engineering consultants, namely Krieger & Stewart ("K&S") and Webb and Associates ("Webb"). Both firms are considered competent to prepare plans and specifications for the rehabilitation of the Lift Station. K&S submitted a proposal for \$99,600. Webb submitted a proposal for \$44,574. It should be noted that the K&S proposal included design of bypass piping which the District will perform under its own forces.

The District anticipated this work in preparation of the F.Y. 2023|2024 Budget and included \$100,000 for this effort in line 4 of the Sewer Replacement Project Budget. No budget amendment is necessary. Staff recommends a contingency of \$5,426 (~12%) and issuing a Task Order to Webb for this work for a not to exceed amount of \$44,574 with any expenditure over \$44,574 subject to prior Staff approval. It should also be noted that the District will need to publicly bid this project and will need construction oversight during the actual construction. This will be addressed under a future Director's Memorandum and may require a budget amendment at that time.

# Director Murphy moved, and Director Trowbridge seconded to approve the following:

- 1. Utilize \$50,000 of funds in line 4 of the F.Y. 2023|2024 Sewer Replacement Project Budget for this effort, and
- 2. Issue a Task Order to Albert A. Webb and Associates in the not to exceed amount of \$44,574 to prepare plans and specifications for rehabilitation of the Bell Town Lift Station.

# Roll call:

Ayes – 4 Noes – 0 Abstain – 0 Absent – 1

The motion was carried 4-0-0-1.

 B. CLOSED SESSION (Scheduled for 4:30 PM Moved to CLOSED SESSION at 4:28 PM): Pursuant to Government Code Section 54956.9: Legal Counsel Status on Litigation Case No. CIVDS 1310520, City of Riverside vs. Rubidoux Community Services District.

**RESUME FROM CLOSED SESSION**: 4:42 PM. No comments to report back on.

# **ITEM 9. DIRECTOR'S COMMENTS AND REQUESTS**

Director Trowbridge commented on the landscape occurring on Gold West, the City Director of Operations confirmed the landscape was being moved forward. Director Murphy commented on the IAC meeting and the discussion regarding the homeless, he believes action needs to be taken to assist the individuals. Director Muniz commented he was glad to be able to have attend the meeting via Zoom. Director Skerbellis did not have any comments.

# ITEM 10. NEXT MEETING

Thursday, February 15, 2024, at 4:00 P.M.

# **ITEM 11. ADJOURNMENT**

President Skerbelis adjourned the meeting at 4:49 P.M.

# 5. CONSENT CALENDAR (continued)

- B. Consideration to Approve:
  - 1. February 16, 2024, Salaries, Expenses and Transfers
  - 2. March 1, 2024, Salaries, Expenses and Transfers

# RUBIDOUX COMMUNITY SERVICES DISTRICT FEBRUARY 15, 2024 (BOARD MEETING) FUND TRANSFER AUTHORIZATION

NET PAYROLL 2/16/24	84,600.00
WIRE TRANSFER: FEDERAL PAYROLL TAXES 2/20/24	30,000.00
WIRE TRANSFER: STATE PAYROLL TAXES 2/20/24	6,300.00
WIRE TRANSFER: TO CREDIT UNION	5,400.00
WIRE TRANSFER: PERS RETIREMENT	23,000.00
WIRE TRANSFER: SECTION 125	299.99
WIRE TRANSFER: SECTION 457 AND 401(A)	2,100.00
NET PAYROLL 3/1/24	94,600.00
WIRE TRANSFER: FEDERAL PAYROLL TAXES 3/4/24	30,000.00
WIRE TRANSFER: STATE PAYROLL TAXES 3/4/24	6,300.00
WIRE TRANSFER: TO CREDIT UNION	5,400.00
WIRE TRANSFER: PERS RETIREMENT	22,000.00
WIRE TRANSFER: PERS HEALTH PREMIUMS	47,346.90
WIRE TRANSFER: PERS RETIRED HEALTH PREMIUMS AND FEES	1,948.24
WIRE TRANSFER: SECTION 125	299.99
WIRE TRANSFER: SECTION 457 AND 401(A)	2,100.00
VACATION/SICK BUYBACK 3/1/24 WIRE TRANSFER: FEDERAL PAYROLL TAXES 3/4/24 WIRE TRANSFER: STATE PAYROLL TAXES 3/4/24 CHECKING ACCOUNT TRANSFERS FOR ACCOUNTS PAYABLE: 2/16/2024 WATER FUND TO GENERAL FUND-Payables WATER FUND TO GENERAL FUND-Trash WATER FUND TO SEWER FUND	10,000.00 4,000.00 1,000.00 143,537.62 215,696.63 137,237.26

SEWER FUND TO GENERAL FUND-Payables	6,408.79
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# **INTERFUND TRANSFERS:**

2/16/2024 SEWER FUND CHECKING TO LAIF SEWER OP	130,000.00
GENERAL FUND PROP TAX TO GENERAL FUND CHECKING	75,000.00
LAIF PROPERTY TAX TO GENERAL FUND CHECKING	350,000.00
WATER FUND CHECKING TO LAIF WATER OP	100,000.00
WATER FUND CHECKING TO WATER FUND BOFA PAYMODE	3,000.00
LAIF WATER REPLACE TO LAIF WATER OP	14,936.08

# NOTES PAYABLE

DESCRIPTION	BALANCE		PAYMENT	DUE DATE
U.S. Bank Trust (1998 COP's Refunding)	690,000	Prin.	690,000	Dec-24
U.S. Bank Trust (1998 COP's Refunding)	35,190	Intr.	17,595	Jun-24
MN Plant-State Revolving Loan	3,193,541	Prin.	141,050	Jul-24
MN Plant-State Revolving Loan	448,418	Intr.	41,048	Jul-24
2022 Obligations	3,261,158	Prin.	320,355	Jul-24
2022 Obligations	467,492	Intr.	49,733	Jul-24

# AP Enter Bills Edit Report Rubidoux Community Services District (RCSACT) Batch: AAAAWV

2/8/2024 1:03:27 PM

Page 1

2/8/2024	1:03:27 PM				Batch: AA	AAWV			Page 1
Tr. # PO Number GL Date	Vendor	Inv Date Immediate	Paid Out GL Account	Immediate		ndor CC Reference #		Discount Date Payment Date	Invoice # Discoun Total Invoice
1	BABCOCK E S				N				CA41435-0267
WTR ANAL	YSES	01/23/2024	N	N			02/22/2024	01/23/2024	\$0.00
02/15/2024					N				\$90.00
2 WTR ANALY	BABCOCK E S YSES	SONS INC / I 01/24/2024	BABCOCK, E N	ES & SONS, II N	N		02/23/2024	01/24/2024	CA41454-0267 \$0.00
02/15/2024					N				\$48.00
3 WTR ANAL)	BABCOCK E S YSES	SONS INC / E 01/24/2024	BABCOCK, E N	S & SONS, II N	N		02/23/2024	01/24/2024	CA41455-0267 \$0.00
02/15/2024					Ν				\$61.00
4 WTR ANALY	BABCOCK E S YSES	SONS INC / 8 01/26/2024	BABCOCK, E N	S & SONS, II N	N		02/25/2024	01/26/2024	CA41702-0267 \$0.00
02/15/2024					N				\$40.00
5 WTR ANALY	BABCOCK E S YSES	SONS INC / E 01/26/2024	BABCOCK, E N	S & SONS, II N	N		02/25/2024	01/26/2024	CA41703-0267 \$0.00
02/15/2024					N				\$200.00
6 LAB FEES	BABCOCK E S	SONS INC / E 01/26/2024	BABCOCK, E N	S & SONS, II N	N		02/25/2024	01/26/2024	CA41734-0267 \$0.00
02/15/2024					Ν				\$722.77
7 WTR ANALY	BABCOCK E S (SES	SONS INC / E 01/26/2024	BABCOCK, E N	S & SONS, II N	1		02/25/2024	01/26/2024	CA41736-0267 \$0.00
02/15/2024					N				\$250.00
8 WTR ANALY	BABCOCK E S (SES	SONS INC / 8 01/29/2024	BABCOCK, E N	S & SONS, II N	N		02/28/2024	01/29/2024	CA41774-0267 \$0.00
02/15/2024					Ν				\$120.00
9 WTR ANALY	BABCOCK E S (SES	SONS INC / E 01/29/2024	BABCOCK, E N	S & SONS, II N	N		02/28/2024	01/29/2024	CA41775-0267 \$0.00
02/15/2024					Ν				\$20.00
10 WTR ANALY	BABCOCK E S (SES	SONS INC / E 01/30/2024	BABCOCK, E N	S & SONS, II N	N		02/29/2024	01/30/2024	CA41886-0267 \$0.00
02/15/2024					Ν				\$48.00
11 WTR ANALY	BABCOCK E S (SES	SONS INC / E 01/30/2024	BABCOCK, E N	S & SONS, II N	4		02/29/2024	01/30/2024	CA41892-0267 \$0.00
02/15/2024					N				\$62.00
12 WTR ANALY	BABCOCK E S (SES	SONS INC / E 01/30/2024	BABCOCK, E N	S & SONS, II N	4		02/29/2024	01/30/2024	CA41894-0267 \$0.00
02/15/2024					Ν				\$42.00
13 DIG SAFE	CALIFORNIA U	NDERGROUN 02/01/2024	ND / CALIF U N	INDERGROUI N	4		03/02/2024	02/01/2024	23-2424394 \$0.00
02/15/2024					N				\$35.38
14 FENCE RPF	ELROD / ELRO R MSSN	D FENCE CO 12/21/2023	. INC N	N			01/20/2024	12/21/2023	19434 \$0.00
02/15/2024					Ν				\$92.40
15 TOOLS	FERGUSON / F	ERGUSON E 01/26/2024	NTERPRISE N	INC #1350 N			02/25/2024	01/26/2024	0845370 \$0.00
02/15/2024					N				\$55.70
16 PARKS	GRAINGER / G	RAINGER 01/24/2024	N	N			02/23/2024	01/24/2024	9974049422 \$0.00
02/15/2024					Ν				\$93.09

### Rubidoux Community Services District (RCSACT) Batch: AAAAWV

2/8/2024 1:03:27 PM

Invoice # Tr. # Vendor Credit Card Vendor Discount **PO Number** Inv Date Paid Out Immediate Check # Due Date **Discount Date** Immediate GL Account Credit Card CC Reference # **Payment Date Total Invoice** GL Date 9974049430 17 **GRAINGER / GRAINGER** PARTS 01/24/2024 Ν 02/23/2024 01/24/2024 \$0.00 N 02/15/2024 Ν \$84.12 18 **GRAINGER / GRAINGER** 9975386393 PARTS 01/25/2024 Ν 02/24/2024 01/25/2024 \$0.00 Ν 02/15/2024 Ν \$606.20 19 GRAINGER / GRAINGER 9975386401 02/24/2024 DISTILLED WTR 01/25/2024 N N 01/25/2024 \$0.00 \$47.74 02/15/2024 N 9975386419 **GRAINGER / GRAINGER** 20 SUPPLIES 01/25/2024 N 02/24/2024 01/25/2024 \$0.00 N \$42.97 02/15/2024 N 9005125860 21 **GRAINGER / GRAINGER** 01/31/2024 Ν Ν 03/01/2024 01/31/2024 \$0.00 PARTS 02/15/2024 Ν \$557.02 2209980 22 HACH CO. / HACH COMPANY CREDIT RFND 03/02/2024 02/01/2024 \$0.00 02/01/2024 Ν N 02/15/2024 (\$299.77) Ν HACH CO. / HACH COMPANY 13882033 23 02/15/2024 01/16/2024 NITRATE SENSORS 01/16/2024 \$0.00 Ν N \$20,371.43 02/15/2024 N INDUSTRIAL FIRE / INDUSTRIAL FIRE PROTECTION EE07807 24 FIRE EXTNG MAIN 01/25/2024 Ν 02/24/2024 01/25/2024 \$0.00 N \$836.07 02/15/2024 Ν 0659114-IN 25 KH METALS / KH METALS & SUPPLY 02/17/2024 01/18/2024 01/18/2024 \$0.00 PARTS N N \$10.33 02/15/2024 N 26 KH METALS / KH METALS & SUPPLY 0659816-IN 02/24/2024 01/25/2024 GLOVES 01/25/2024 Ν \$0.00 N 02/15/2024 Ν \$42.42 MANRIQUE, BENNY / MANRIQUE, BENNY 20240125.A 27 02/24/2024 01/25/2024 DOT PHYSCL 01/25/2024 Ν N \$0.00 \$351.00 02/15/2024 N 000000939587 28 MASTER'S / MASTER'S SERVICES (GLACIER) BTL WTR 03/01/2024 01/31/2024 01/31/2024 N Ν \$0.00 \$97.00 02/15/2024 N 822607 MERIT OIL / MERIT OIL COMPANY 29 02/02/2024 01/18/2024 \$0.00 GASOLINE 01/18/2024 N N 02/15/2024 N \$2,912.16 MERIT OIL / MERIT OIL COMPANY 823786 30 GASOLINE 01/24/2024 Ν Ν 02/08/2024 01/24/2024 \$0.00 \$946.73 02/15/2024 N 31 MERIT OIL / MERIT OIL COMPANY 824201 01/25/2024 02/09/2024 01/25/2024 \$0.00 DIESEL N Ν \$359.41 02/15/2024 N 31971 MINUTEMAN PRESS / MINUTEMAN PRESS 32 #10 WNDO ENV. 01/30/2024 N 02/29/2024 01/30/2024 \$0.00 N 02/15/2024 \$448.87 Ν

Page 2

### Rubidoux Community Services District (RCSACT) Batch: AAAAWV

Page 3 2/8/2024 1:03:27 PM Invoice # Tr. # Vendor **Credit Card Vendor** Discount PO Number Inv Date Paid Out Immediate Check # Due Date Discount Date Total Invoice Credit Card CC Reference # Payment Date GL Date Immediate GL Account 10793 33 MUNKSGAARD DBA CENTER ELECT / MUNKSGAARD 01/12/2024 02/11/2024 01/12/2024 \$0.00 SCADA N N \$4,997.50 02/15/2024 N MUNKSGAARD DBA CENTER ELECT / MUNKSGAARD 10794 34 01/12/2024 02/11/2024 01/12/2024 \$0.00 **R&M THOMPSON** Ν Ν \$9,420.23 02/15/2024 Ν MUNKSGAARD DBA CENTER ELECT / MUNKSGAARD 10795 35 01/12/2024 **R&M THOMPSON** 01/12/2024 Ν Ν 02/11/2024 \$0.00 \$5,515.85 02/15/2024 Ν 10816 MUNKSGAARD DBA CENTER ELECT / MUNKSGAARD 36 SCADA/JEWELL 01/12/2024 02/11/2024 01/12/2024 \$0.00 N N \$4,990.00 02/15/2024 N MUNKSGAARD DBA CENTER ELECT / MUNKSGAARD 10817 37 01/12/2024 02/11/2024 01/12/2024 \$0.00 SCADA N N 02/15/2024 \$5,443.14 N 10818 38 MUNKSGAARD DBA CENTER ELECT / MUNKSGAARD 01/12/2024 02/11/2024 \$0.00 SCADA 01/12/2024 N N \$4,680.00 02/15/2024 Ν 10819 MUNKSGAARD DBA CENTER ELECT / MUNKSGAARD 39 01/12/2024 SCADA RADIO WATSON 01/12/2024 02/11/2024 \$0.00 N Ν \$8,621.20 02/15/2024 N OCCUPATIONAL HLTH CNTRS OF CA / OCCUPATIONA 81881529 40 AGUIRRE/ULLOA DOT 01/10/2024 02/09/2024 01/10/2024 \$0.00 N N \$124.00 02/15/2024 Ν **REDWING / REDWING SHOES** 314-1-41457 41 BOOTS/ROBLEDO 01/24/2024 02/23/2024 01/24/2024 \$0.00 N N \$175.00 N 02/15/2024 42 **REDWING / REDWING SHOES** 314-1-41458 BOOTS/SALAS 01/24/2024 N 02/23/2024 01/24/2024 N 02/15/2024 Ν \$175.00 **REDWING / REDWING SHOES** 314-1-41459 43 02/23/2024 01/24/2024 BOOTS/AGUILERA 01/24/2024 N Ν \$0.00 \$175.00 02/15/2024 N ZELDAS / GRISELDA RODRIGUEZ INVOICE11385 44 UNIF.VALD/MANR/CARRE 01/25/2024 02/24/2024 01/25/2024 N Ν \$527.01 02/15/2024 N 81977 SECURITY PAVING / SECURITY PAVING CO INC 45 02/14/2024 01/15/2024 BASE MTL 01/15/2024 N N 02/15/2024 N \$225.93 SITEONE / SITEONE LANDSCAPE SUPPLY, LLC 137764123-001 46 SUPPLIES 01/23/2024 Ν 02/22/2024 01/23/2024 N \$286.46 02/15/2024 Ν 137951039-001 47 SITEONE / SITEONE LANDSCAPE SUPPLY, LLC 02/01/2024 03/02/2024 02/01/2024 TOOLS N N \$56.40 02/15/2024 N 24F700244764992 SCE / SCE 48 02/21/2024 02/01/2024 STRT LIGHTS 02/01/2024 N Ν

Ν

02/15/2024

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$148.19

# Rubidoux Community Services District (RCSACT) Batch: AAAAWV

2/8/2024	1:03:27 PM		R	ubidoux Co	mmunity Service Batch: AAAA	es District (RCSACT) \WV		Page 4
Tr. # PO Number GL Date	Vendor r	Inv Date P Immediate GL	Paid Out Account	Immediate	Credit Card Vendo Check # Credit Card	or Due Date CC Reference #	Discount Date Payment Date	Invoice # Discoun Total Invoice
49 FIRE STN L	SCG / THE GAS	COMPANY 02/02/2024	N	N		02/23/2024	02/02/2024	24F05925730565 \$0.00
02/15/2024		02/02/2021			Ν			\$315.03
50	SCG / THE GAS	COMPANY			, A			24F17882256005
MAIN OFC		02/02/2024	N	Ν		02/23/2024	02/02/2024	\$0.00
02/15/2024					N			\$169.74
51 FLD OFC U	SCG / THE GAS	COMPANY 02/02/2024	N	N		02/23/2024	02/02/2024	24F01302181001 \$0.00
02/15/2024					Ν			\$19.13
52 5473 OFC L	SCG / THE GAS	COMPANY 02/02/2024	N	N		02/23/2024	02/02/2024	24F12013321489 \$0.00
02/15/2024					N			\$13.81
53	SOCAL TRUCK	/ SOCAL TRUC	KWORKS					13655
R&M TRUC		01/26/2024	N	Ν		02/25/2024	01/26/2024	\$0.00
02/15/2024					Ν			\$84.83
54	SOCAL TRUCK	/ SOCAL TRUC	KWORKS					13662
R&M TRUC	к	01/29/2024	Ν	Ν		02/28/2024	01/29/2024	\$0.00
02/15/2024					Ν			\$84.83
55 FEB-MAR 2	STREAMLINE_[ 4" WEBSITE	DIGITAL / STRE 02/01/2024	AMLINE N	Ν		03/02/2024	02/01/2024	B89E97D4-0039 \$0.00
02/15/2024					Ν			\$497.00
56	THERMAL COO	L/THERMAL-C	COOL, INC					WO-0022773
R&M HVAC		01/10/2024	Ν	N		02/09/2024	01/10/2024	\$0.00
02/15/2024					Ν			\$977.50
57	TRAFFIC MANA				N	02/24/2024	04/00/0004	06-104774
06-104774		01/22/2024	Ν	Ν		02/21/2024	01/22/2024	\$0.00
02/15/2024					N			\$2,322.09
58 DIG SAFE	UNDERGROUN	D SERVICE AL 02/01/2024	ERT / UNE N	N N	:	03/01/2024	02/01/2024	120240563 \$0.00
02/15/2024		02/01/2024	i,		N	00/01/2021		\$190.25
59	UPS / UNITED F	ARCEL SERVI	CE					000F908W2034
POSTAGE	0107 ONTED I	01/20/2024	N	Ν		02/19/2024	01/20/2024	\$0.00
02/15/2024					N			\$1.56
60	UPS / UNITED F	ARCEL SERVI	CE					0000F908W2024
POSTAGE		01/13/2024	Ν	Ν		02/12/2024	01/13/2024	\$0.00
02/15/2024					Ν			\$40.15
61	VULCAN MATER	RIALS / CALMA	T Dba VUI	LCAN MATERI	/			73891882
CL2 BASE		01/17/2024	Ν	Ν		02/16/2024	01/17/2024	\$0.00
02/15/2024					Ν			\$446.56
62 CL2 BASE	VULCAN MATE	RIALS / CALMA 01/19/2024	T Dba VUI N	LCAN MATERI N	,	02/18/2024	01/19/2024	73894777 \$0.00
02/15/2024					Ν			\$423.68
63 CL2 BASE	VULCAN MATER	RIALS / CALMA 01/19/2024	T Dba VUI N	LCAN MATERI N	,	02/18/2024	01/19/2024	73894778 \$0.00
02/15/2024					Ν			\$437.91
64 COLD MIX	VULCAN MATER	RIALS / CALMA 01/19/2024	T Dba VUI N	LCAN MATERI N	,	02/18/2024	01/19/2024	73894779 \$0.00
02/15/2024					Ν			\$2,525.39

# AP Enter Bills Edit Report Rubidoux Community Services District (RCSACT) Batch: AAAAWV

2/8/2024	1:03:27 PM				Batch: AAAA	s District (RCSACT) WV		Page 5
Tr. # PO Number GL Date	Vendor	Inv Date F Immediate GL	Paid Out L Account	Immediate	Credit Card Vendor Check # Credit Card	Due Date CC Reference #	Discount Date Payment Date	Invoice # Discoun Total Invoic
65	VULCAN MATE							73897060
COLD MIX		01/22/2024	N	Ν		02/21/2024	01/22/2024	\$0.00
02/15/2024					Ν			\$2,579.43
66 FLEX COUF	YO FIRE / YO F	01/30/2024	N	N		02/29/2024	01/30/2024	2027479 \$0.00
02/15/2024					N			\$732.70
67 PARTS	YO FIRE / YO F	IRE 01/30/2024	N	N		02/29/2024	01/30/2024	2027607 \$0.00
02/15/2024					N			\$1,194.95
68 RFND OVRI	ALLIED PACIFI	C PROPERTY N 02/06/2024	MANAGEM N	ENT / ALLIED N		03/07/2024	02/06/2024	10161400-14 \$0.00
02/15/2024					N			\$63.44
69	BABCOCK E S	SONS INC / BA	BCOCK, E	S & SONS, IN				CA41860-0267
WTR ANALY		01/30/2024	N	N		02/29/2024	01/30/2024	\$0.00
02/15/2024					Ν			\$90.00
70 WTR ANALY	BABCOCK E S YSES	SONS INC / BA 01/31/2024	BCOCK, E N	S & SONS, IN N		03/01/2024	01/31/2024	CA42021-0267 \$0.00
02/15/2024					Ν			\$500.00
71 WTR ANALY	BABCOCK E S YSES	SONS INC / BA 01/31/2024	NBCOCK, E	S & SONS, IN N		03/01/2024	01/31/2024	CA42022-0267 \$0.00
02/15/2024					Ν			\$550.00
72 WTR ANALY	BABCOCK E S (SES	SONS INC / BA 01/31/2024	BCOCK, E N	S & SONS, IN N		03/01/2024	01/31/2024	CA42024-0267 \$0.00
02/15/2024					Ν			\$2,200.00
73 WTR ANALY	BABCOCK E S (SES	SONS INC / BA 01/31/2024	BCOCK, E N	S & SONS, IN N		03/01/2024	01/31/2024	CA42023-0267 \$0.00
02/15/2024					N			\$6,050.00
74 WTR ANALY	BABCOCK E S (SES	SONS INC / BA 01/31/2024	BCOCK, E N	S & SONS, IN N		03/01/2024	01/31/2024	CA42025-0267 \$0.00
02/15/2024					N			\$2,475.00
75 WTR ANALY	BABCOCK E S (SES	SONS INC / BA 02/01/2024	BCOCK, E N	S & SONS, IN N		03/02/2024	02/01/2024	CB40042-0267 \$0.00
02/15/2024					Ν			\$40.00
76 WTR ANALY	BABCOCK E S (SES	SONS INC / BA 02/01/2024	BCOCK, E N	S & SONS, IN N		03/02/2024	02/01/2024	CB40043-0267 \$0.00
02/15/2024					Ν			\$200.00
	CUSTOM / CUS R RFND		r INC N	N		03/07/2024	02/03/2024	15108860-04 \$0.00
02/15/2024					N			\$2,411.53
	CORE & MAIN / SE VALVE		I N	N		02/24/2024	01/25/2024	U213616 \$0.00
02/15/2024					Ν			\$924.38
79 CHECK VAL	CORE & MAIN / .VE	CORE & MAIN 01/25/2024	I N	N		02/24/2024	01/25/2024	U139517 \$0.00
02/15/2024					Ν			\$2,777.21
80 20" FLANGE	CORE & MAIN /	CORE & MAIN 01/25/2024	I N	N		02/24/2024	01/25/2024	U075622 \$0.00
02/15/2024					N			\$1,074.92

### Rubidoux Community Services District (RCSACT) Batch: AAAAWV

2/8/2024 1:03:27 PM

02/15/2024

Invoice # Tr. # Vendor **Credit Card Vendor** Discount Due Date **Discount Date** PO Number Inv Date Paid Out Immediate Check # Credit Card CC Reference # **Payment Date Total Invoice** Immediate GL Account GL Date 12024-0071 DH WATER / D&H WATER SYSTEMS 81 **BISULFITE PUMP** 01/18/2024 Ν 02/17/2024 01/18/2024 \$0.00 N \$1,401.33 02/15/2024 Ν ELROD / ELROD FENCE CO. INC 19527 82 5473 MISSION REPAIR 01/29/2024 N N 02/28/2024 01/29/2024 \$0.00 02/15/2024 Ν \$518.00 IN371072 83 GEOTAB / GEOTAB USA, INC \$0.00 JAN 24"TRK TCKER 01/31/2024 02/16/2024 01/31/2024 N N \$415.00 02/15/2024 N **GRAINGER / GRAINGER** 9006509641 84 02/01/2024 \$0.00 PARTS 02/01/2024 Ν 03/02/2024 N \$780.40 Ν 02/15/2024 HOME DEPOT / HOME DEPOT CREDIT SERVICES 002032/4510304 85 SUPPLIES 02/02/2024 Ν 03/02/2024 02/02/2024 \$0.00 N 02/15/2024 Ν \$67.73 0660451-IN 86 KH METALS / KH METALS & SUPPLY 03/02/2024 02/01/2024 \$0.00 02/01/2024 Ν PARTS N \$16.99 02/15/2024 N SCE / SCE 24F700617778997 87 02/26/2024 02/05/2024 \$0.00 FIRE STN UTLTY 02/05/2024 Ν Ν \$1,605.95 02/15/2024 Ν 24F700040982544 88 SCE / SCE 02/26/2024 02/05/2024 \$0.00 MAIN OFC UTLTY 02/05/2024 N Ν \$1,176.68 02/15/2024 N 24F600000522796 89 SCE / SCE 02/26/2024 02/05/2024 \$0.00 STRT LIGHTS 02/05/2024 N N \$15,209.49 02/15/2024 Ν CT499567 90 STEPSAVER / STEP-SAVER CA.LLC 01/29/2024 02/28/2024 01/29/2024 \$0.00 SALT Ν Ν 02/15/2024 N \$5,244.00 RI5010 WESTERN MUNICIPAL WATER / WESTERN MUNICIPA 91 FEB.24"BRINE FIXED 03/02/2024 02/01/2024 \$0.00 02/01/2024 N N \$749.94 02/15/2024 N ACORN / ACORN TECHNOLOGY SERVICE 11040 92 Ν 03/02/2024 02/01/2024 \$0.00 FEB 24" IT SUPT 02/01/2024 N \$5,323.50 02/15/2024 N 12527996 BRINKS / BRINKS INC. 93 FEB.24" ARMRD 02/01/2024 03/02/2024 02/01/2024 \$0.00 N Ν \$1,471.08 02/15/2024 N NSECT0000177 94 HARRIS COMPUTER SYSTEMS / HARRIS COMPUTER C/O GO LIVE 01/26/2024 N Ν 02/25/2024 01/26/2024 \$0.00 \$6,848.00 02/15/2024 N 13859621 95 HACH CO. / HACH COMPANY 12/21/2023 01/20/2024 12/21/2023 \$0.00 MAG.ANALYZER N N N \$37,627.38 02/15/2024 NSEMN0000219 HARRIS COMPUTER SYSTEMS / HARRIS COMPUTER 96 ANNUAL MAINT 12/24 01/29/2024 02/28/2024 01/29/2024 \$0.00 Ν N

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\$37,491.67

Page 6

### Rubidoux Community Services District (RCSACT) Batch: AAAAWV

2/8/2024 1:03:27 PM

Invoice # Tr. # **Credit Card Vendor** Vendor Discount PO Number Inv Date Paid Out Immediate Check # Due Date **Discount Date Total Invoice** Credit Card CC Reference # Payment Date GL Date Immediate GL Account 020624.A TRI-CO DISPOSAL INC / TRI-CO DISPOSAL, INC 97 03/08/2024 02/07/2024 \$0.00 COMM TRSH 02/07/2024 N N \$65,559.57 02/15/2024 N TRI-CO DISPOSAL INC / TRI-CO DISPOSAL, INC 0124-020624.B 98 03/08/2024 02/07/2024 \$0.00 RES TRSH 02/07/2024 Ν N \$150,137.06 02/15/2024 Ν TRI-CO DISPOSAL INC / TRI-CO DISPOSAL, INC 0124-020624.C 99 RCSD SHR COMM 02/07/2024 Ν Ν 03/08/2024 02/07/2024 \$0.00 02/15/2024 Ν (\$9,178.34) 0124-020624.D TRI-CO DISPOSAL INC / TRI-CO DISPOSAL, INC 100 RCSD SHR RES 02/07/2024 03/08/2024 02/07/2024 \$0.00 N N (\$4,468.72) 02/15/2024 N 19581 101 IB CONSULT / IB CONSULTING, LLC 03/07/2024 02/06/2024 \$0.00 C.O.S.S 02/06/2024 N Ν \$587.50 02/15/2024 N LILLESTRAND / LILLESTRAND LEADERSHIP CONSUL 7945 102 01/31/2024 \$0.00 CNSLTG SVCS 01/31/2024 N N 03/01/2024 \$1,750.00 02/15/2024 N 5505746053 103 AIRGAS / AIRGAS USA, LLC Ν 03/01/2024 01/31/2024 \$0.00 TNK RNTL 01/31/2024 Ν \$114.76 N 02/15/2024 12280435 104 ARC / ARC DOCUMENT SOLUTIONS, LLC 5473 MISSION PUBL. 10/31/2023 N 11/30/2023 10/31/2023 \$0.00 N \$50.00 02/15/2024 N 12340266 ARC / ARC DOCUMENT SOLUTIONS, LLC 105 \$0.00 02/01/2024 01/02/2024 5473 MISSION PUBL. 01/02/2024 N N \$50.00 02/15/2024 N ARC / ARC DOCUMENT SOLUTIONS, LLC 12367544 106 5473 MISSION PUBL. 01/31/2024 N 03/01/2024 01/31/2024 \$0.00 N N \$50.00 02/15/2024 000021226399 107 AT&T / AT&T PHN CHGS 02/07/2024 Ν 03/15/2024 02/07/2024 \$0.00 Ν \$521.23 02/15/2024 Ν BUSINESS / BUSINESS TELECOMMUNICATION SYSTI 20906 108 03/06/2024 02/05/2024 \$0.00 TELEPHONE 02/05/2024 N N \$780.91 02/15/2024 N NORTHSTAR CHEMICALS / NORTHSTAR CHEMICHAL 273861 109 03/07/2024 02/06/2024 \$0.00 02/06/2024 SODIUM SULFITE Ν N 02/15/2024 N \$4,587.00 73904076 VULCAN MATERIALS / CALMAT Dba VULCAN MATERI/ 110 01/31/2024 02/15/2024 01/31/2024 \$0.00 CL2 BASE N N \$487.70 Ν 02/15/2024 20240216 111 BERNARD W. MURPHY / BERNARD W. MURPHY 03/07/2024 02/07/2024 \$0.00 MURPHY CK 02/07/2024 N N \$487.73 02/15/2024 N Grand Totals \$448,778.34 Total Direct Expense: Total Direct Expense Adj: (\$13,946.83)

Total Non-Electronic Transactions:

V

\$434,831.51

Rubidoux Community Services District (RCSACT)

Batch: AAAAWV Page 8 2/8/2024 1:03:27 PM Invoice # Tr. # Vendor **Credit Card Vendor** Discount PO Number Inv Date Paid Out Immediate Check # Due Date **Discount Date** GL Date Immediate GL Account Credit Card CC Reference # **Payment Date** Total Invoice **Report Summary Report Selection Criteria** Condensed Report Type: Start End

End

Transaction Number:

Start

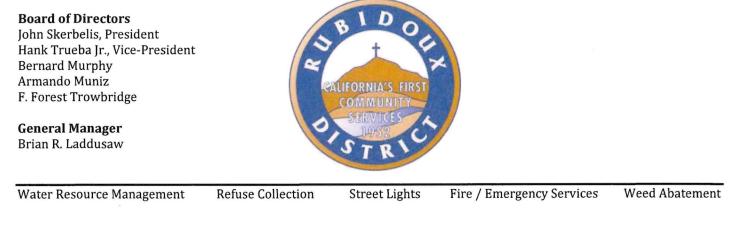
BM 2/13/24

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# 5. CONSENT CALENDAR (continued)

C. **DM 2024-08**: Consider Proposal of Support Services Agreement with PlanetBids

# **Rubidoux Community Services District**



# **DIRECTORS MEMORANDUM 2024-08**

February 15, 2024

To: Rubidoux Community Services District Board of Directors

# Subject: Consider Proposal of Support Services Agreement with PlanetBids

# **BACKGROUND:**

Rubidoux Community Services District ("District") on a periodic basis has several projects or services that require the procurement of goods and/or services from vendors. Some of these projects may also be subject to public works procurement and competitive bidding requirements as required by laws and regulations applicable to Special Districts.

Historically, when public notifications for procurement have been required, the District has utilized the Press Enterprise for public postings. This avenue is no longer sufficient for the needs of the District and is outdated for the modern day. Utilizing a web-based procurement solution would increase competition and better results for the District. Also, based on the volume of the District's postings, a web-based solution will produce a reduced cost to the District for procurement. The District's most recent procurement solicitation was approximately \$2,300 for a single posting, while PlanetBids will have a comparable annual subscription cost with unlimited solicitations included.

PlanetBids is a software development company with a mission to provide web-based procurement solutions to help procurement professionals in the public, private, education, and non-profit sectors streamline entire processes and connect with their suppliers more efficiently and cost effectively. With 20+ years of industry knowledge, experience, and service, today PlanetBids is recognized as the leading "Software as a Service" (SaaS) company offering an ever-expanding modular suite of award winning and unique eProcurement solutions referred to as the PB System<sup>TM</sup>.

All PlanetBids award winning solutions are designed, fully developed, and tested in-house in the United States. Their clients benefit from the fact that all of the modules are continuously enhanced with added features and optimized for best overall performance for no additional cost.

Weed Abatement

On February 5, 2024, the District received a quote from PlanetBids with an initial startup cost of \$1,000 with an annual subscription rate of \$3,975. The approved Fiscal Year 2023|2024 District Budget under the General Fund Operating Expenses Line 38 (Computer System and Support) has \$115,000 budgeted and has available budget for this work. This web-based solution is intended to have an annual budget savings impact and also benefit the District with federal grant funded projects and the specific procurement requirements that come with the restricted funding.

# **RECOMMENDATION**:

Staff recommends the Board of Directors consider authorizing the General Manager to execute a Support Services Agreement with PlanetBids.

Respectfully,

BRIAN R. LADDUSAW General Manager

Attach:

1. PlanetBids Quote



# **Rubidoux Community Services District**

**Rubidoux Community Services District** 3590 Rubidoux Blvd Jurupa Valley, CA 92509 United States Reference: 20240205-163316677 Quote created: February 5, 2024 Quote created by: Tim Goodwin Sr Sales Executive timg@planetbids.com

# Kirk Hamblin

khamblin@rcsd.org +19516847580 ext 1253

# **Comments from Tim**

"This information is Proprietary, Confidential and for Government Review Only. Exempt from Release Under the Freedom of Information ACT ("FOIA") Pursuant to 5 USC 552 (b) (4)"

# **PB Systems Products & Services**

1	\$3,975.00 / year
1	<b>\$1,000.00</b> after \$2,500.00 discount
	1

Year 1 Total

\$4,975.00

## **Purchase terms**

**\*\* The discounted set up prices in this quote are only valid if there are no require changes to the standard PlanetBids Support Services Agreement.** Agreement modifications or use of customer forms necessitates additional legal and administrative costs and tracking requirements, so such agreements are not eligible for discounts. An amended quotation will be provided upon receipt of any requested changes.

\*As an additional incentive, we are pleased to offer a reduced setup and training fee for Vendor Management and Bid Management have waived the Advanced e-Bidding set up fee.

\*\* Commitment requires signing of the Support Services Agreement. For a commitment to a three to fiveyear contract paid annually, PlanetBids will offer a guaranteed renewal price increase of 3% instead of 5%.

# **Setup and Training**

- Agency Portal

- Preliminary setup for user access, management, and functional access
- Online training, up to 3-hours for PB System™ Vendor Management and Bid Management modules

# Value-Added Benefits\*\*

- Unlimited number of solicitations/bids
- PB System™ agency users and vendor support for the duration of the contract
- Immediate and free access to all vendors/contractors
- Software updates and enhancements

# Optional

- "Read Only" user license: \$500/Year/User (Provides access to; view vendor information/data, bid activities and reporting features)

- Additional Online User Training: \$750, up to 2-hours session
- Quick Quote user license: \$675/Year1User
- Full access user license: \$2,675/Year1/User
- (Pricing subject to change each year)

# **Third Party Commodity Codes**

If the agency chooses to utilize the NIGP Codes, it is responsible to purchase a license for the NIGP Codes directly from NIGP, unless a license has already been purchased. Not applicable for free codes such as NAICS, SIC or homegrown.

## Next Step

Upon approval, PlanetBids will forward a Support Services Agreement (SSA) for review and signing by the customer, followed thereafter by the implementation, training and full onboarding schedule.

# **Questions?** Contact me



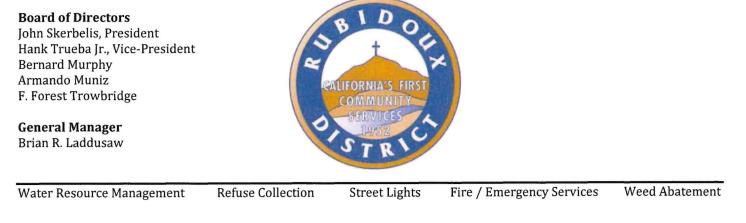
Tim Goodwin Sr Sales Executive timg@planetbids.com

PlanetBids, Inc 13263 Ventura Blvd Ste 101 Studio City, CA 91604 United States

# 5. CONSENT CALENDAR (continued)

D. **DM 2024-09**: Receive and File Statement of Cash Asset Schedule Report Ending December 2023

# **Rubidoux Community Services District**



# **DIRECTORS MEMORANDUM 2024-09**

February 15, 2024

To: Rubidoux Community Services District Board of Directors

Subject: Receive and File Statement of Cash Asset Schedule Report Ending December 2023

# BACKGROUND:

Attached for the Board of Directors' consideration is the December 2023 Statement of Cash Assets Schedule Report for all District Fund Accounts. Year to date ("YTD") interest is \$558,384.20 for District controlled accounts. With respect to District "Funds in Trust," \$13,673.65 has been earned and posted. The District has a combined YTD interest earned total of \$572,057.85 as of December 31, 2023.

The District's Operating Funds (Excluding Restricted Funds and Operating Reserves) show a balance of \$13,353,528.49 ending December 31, 2023. This is **\$806,204.26 LESS** than July 1, 2023, beginning balance of \$14,159,732.75.

Further, the District's Field/Admin Fund current fund balance is \$769,599.74.

Submitted for the Board of Directors consideration is the *December 2023 Statement of Cash Assets Schedule Report* for review and acceptance.

**Refuse Collection** 

Street Lights

Fire / Emergency Services

# **<u>RECOMMENDATION</u>**:

Staff recommends the Board of Directors "Receive and File" the December 2023 Statement of Cash Assets Schedule Report.

Respectfully,

BRIAN R. LADDUSAW, CPA General Manager

Attachment(s): December 2023, Cash Assets Schedule Report

# RUBIDOUX COMMUNITY SERVICES DISTRICT

# INVESTMENT SUMMARY - DECEMBER 31, 2023 CASH BASIS

	Beg. Balance 7/1/2023	UA	YTD Int.	Other Activity YTD	Balance 12/31/2023	YTD Avg. Int. Rate
Operating Accounts	\$14,159,732.75	\$	204,650.96	\$ (1,010,855.22)	\$13,353,528.49	1.53%
Water Operating Reserve	4,350,030.08		74,252.76	-	4,424,282.84	1.68%
Wastewater Operating Reserve	594,121.20		10,141.34	-	604,262.54	1.68%
Water Replacement Reserve	925,390.63		15,650.18	(435,028.06)	506,012.75	3.09%
Fire Mitigation Reserve	3,509,799.71		57,867.98	5,508.55	3,573,176.24	1.62%
Wastewater Reserve	2,546,413.30		42,348.50	70,668.53	2,659,430.33	1.59%
Wastewater Replacement Res.	555,486.59		9,739.34	47,578.00	612,803.93	1.59%
Water Reserve	2,833,192.90		44,579.00	87,061.37	2,964,833.27	1.50%
COP Restricted	1,677,828.24		31,918.83	(184,057.88)	1,525,689.19	2.09%
Field/Admin Reserve	756,762.79		12,802.31	34.64	769,599.74	1.66%
Grant Restricted Reserve	53,917.61		920.35	-	54,837.96	1.68%
Project Admin Building	1,111,853.50		18,978.76	-	1,130,832.26	1.68%
Project Ops Building	2,023,136.18		34,533.89	-	2,057,670.07	1.68%
Funds in Trust	1,109,503.24		13,673.65	(8,116.33)	1,115,060.56	1.23%
Total Investments	\$ 36,207,168.72	\$	572,057.85	\$ (1,427,206.40)	\$35,352,020.17	1.62%

### RUBIDOUX COMMUNITY SERVICES DISTRICT CASH ASSET SCHEDULE INVESTMENT ACTIVITY FOR PERIOD JULY 1, 2023 THRU DECEMBER 31, 2023 CASH BASIS

### FIRE MITIGATION

DATE	INSTITUTION	INSTRUMENT	MATURITY	<u>STATUS</u>	PURCHASE / <u>REDEEM</u>	INT. <u>RATE</u>	<u>INTEREST</u>	PAR/ BALANCE	TOTAL
12/1/2023	Premier Bank Premier Bank Premier Bank	CD		Beg. Bal. Interest Redeem	684.90 -	0.05%	-	170,424.60 170,424.60 170,424.60	
12/31/2023	Premier Bank	CD	4/3/2024	Purchase	-			170,424.60	
12/1/2023	Premier Bank Premier Bank Premier Bank	Checking Fire Mitigation		Beg. Bal. Activity End Bal.	-	0.00	-	8,835.50 8,835.50 8,835.50	
								-,	
12/1/2023	LAIF LAIF	Fire Mitigation		Beg. Bal. Interest		3.15%	-	3,361,326.46 3,361,326.46	
12/31/2023	LAIF			Activity	9,780.00			3,371,106.46	
12/1/2023	Premier Bank	Safekeeping		Beg. Bal Activity		-	684.90	22,124.78 22,809.68	
12/31/2023	Premier Bank			End Bal.				22,809.68	\$ 3,573,176.24

### RUBIDOUX COMMUNITY SERVICES DISTRICT CASH ASSET SCHEDULE INVESTMENT ACTIVITY FOR PERIOD JULY 1, 2023 THRU DECEMBER 31, 2023 CASH BASIS

#### WASTEWATER CIP FUNDS PURCHASE / INT. PAR/ DATE INSTRUMENT INSTITUTION MATURITY STATUS REDEEM RATE INTEREST BALANCE TOTAL 12/1/2023 LAIF Sewer Mainline Beg. Bal. 2,524,614.15 LAIF Interest 3.15% 2,524,614.15 -12/31/2023 LAIF 62,400.00 Activity 2,587,014.15 12/1/2023 CBB Safekeeping Beg. Bal 72,407.15 CBB Activity 0.05% 9.03 72,416.18 -12/31/2023 CBB End Bal. 72,416.18 \$ 2,659,430.33

### RUBIDOUX COMMUNITY SERVICES DISTRICT CASH ASSET SCHEDULE INVESTMENT ACTIVITY FOR PERIOD JULY 1, 2023 THRU DECEMBER 31, 2023 CASH BASIS

# WATER CIP FUNDS

DATE	INSTITUTION	INSTRUMENT	MATURITY	<u>STATUS</u>	PURCHASE / <u>REDEEM</u>	INTEREST <u>RATE</u>	INTEREST	PAR/ BALANCE	TOTAL
12/1/2023 12/31/2023	LAIF LAIF LAIF	Water Mainline		Beg. Bal. Interest Activity	92,956.00	3.15%	-	2,620,115.12 2,620,115.12 2,713,071.12	
12/1/2023	Citizens Bus Citizens Bus Citizens Bus	CD		Beg. Bal. Activity Redeem	-	0.04% n/a	-	225,000.00 225,000.00 225,000.00	
12/31/2023	Citizens Bus	CD	4/2/2024	Purchase	-			225,000.00	
12/1/2023 12/31/2023	Premier Bank Premier Bank Premier Bank	Safekeeping		Beg. Bal. Activity End Bal.	-	-	-	1,670.97 1,670.97 1,670.97	
12/1/2023 12/31/2023	CBB CBB CBB	Safekeeping		Beg. Bal. Activity End Bal.	-	0.05%	3.12	25,088.06 25,091.18 25,091.18	\$ 2,964,833.27

# RUBIDOUX COMMUNITY SERVICES DISTRICT CASH ASSET SCHEDULE INVESTMENT ACTIVITY FOR PERIOD JULY 1, 2023 THRU DECEMBER 31, 2023 CASH BASIS OPERATING FUNDS

DATE	INSTITUTION	INSTRUMENT	MATURITY	STATUS	DEPOSIT/ WITHDRAW	INTEREST <u>RATE</u>	INTEREST	PAR/ BALANCE	TOTAL
12/1/2023 12/31/2023	Premier Bank Premier Bank Premier Bank	Checking-Gen.		Beg. Bal. Deposits Disbursements	3,704,277.63 (3,657,066.14)	0.00	-	123,355.54 3,827,633.17 170,567.03	
12/1/2023 12/31/2023	Premier Bank Premier Bank Premier Bank			Beg. Bal. Deposits Disbursements	736,859.39 (875,000.00)	0.00	-	147,068.68 883,928.07 8,928.07	
12/1/2023 12/31/2023	Premier Bank Premier Bank Premier Bank	Checking-Sewer		Beg. Bal. Deposits Disbursements	317,703.45 (317,521.26)	0.00	-	4,030.69 321,734.14 4,212.88	
12/1/2023 12/31/2023	Premier Bank Premier Bank Premier Bank	Checking-Water		Beg. Bal Deposits Disbursements	1,517,960.74 (1,518,162.04)	0.00	-	880,329.60 2,398,290.34 880,128.30	
12/1/2023 12/31/2023	Bank of America Bank of America Bank of America	a		Beg. Bal Deposits Disbursements	-	0.00	0.48	2,211.31 2,211.79 2,211.79	

### RUBIDOUX COMMUNITY SERVICES DISTRICT CASH ASSET SCHEDULE INVESTMENT ACTIVITY FOR PERIOD JULY 1, 2023 THRU DECEMBER 31, 2023

### CASH BASIS OPERATING FUNDS

DATE	INSTITUTION	INSTRUMENT	MATURITY	<u>STATUS</u>	DEPOSIT/ WITHDRAW	INTEREST <u>RATE</u>	INTEREST	PAR/ BALANCE	TOTAL
12/1/2023 12/31/2023	Premier Bank Premier Bank Premier Bank	Operations Safekeeping		Beg. Bal Deposits Disbursements		-	-	276,342.99 276,342.99 276,342.99	
12/1/2023 12/31/2023	LAIF LAIF LAIF	Gen. Fund-Prop Tax Qtrly. Interest		Beg. Bal. Interest Activity	2,006,220.00	3.15%	-	7,690,914.87 7,690,914.87 9,697,134.87	
12/1/2023 12/31/2023	LAIF LAIF LAIF	Water Op. Qtrly. Interest		Beg. Bal. Interest Activity	(1,220,714.57)	3.15%	-	2,295,205.86 2,295,205.86 1,074,491.29	
12/1/2023 12/31/2023	LAIF LAIF LAIF	Sewer Op. Qtrly. Interest		Beg. Bal. Interest Activity	(230,400.00)	3.15%	-	1,469,911.27 1,469,911.27 1,239,511.27	\$13,353,528.49

#### RUBIDOUX COMMUNITY SERVICES DISTRICT CASH ASSET SCHEDULE INVESTMENT ACTIVITY FOR PERIOD JULY 1, 2023 THRU DECEMBER 31, 2023 CASH BASIS

### RESERVED FUNDS

DATE	INSTITUTION	INSTRUMENT	MATURITY	<u>STATUS</u>	DEPOSIT/ WITHDRAW	INTEREST <u>RATE</u>	INTEREST	PAR/ BALANCE	TOTAL
12/1/2023 12/31/2023	LAIF LAIF LAIF	Water Op. Reserve Qtrly. Interest		Beg. Bal. Interest Activity	-	3.15%	-	4,424,282.84 4,424,282.84 4,424,282.84	
12/1/2023 12/31/2023	LAIF LAIF LAIF	Water Replacement Qtrly. Interest		Beg. Bal. Interest Activity	(171,883.55)	3.15%	-	677,896.30 677,896.30 506,012.75	
12/1/2023 12/31/2023	LAIF LAIF LAIF	Wastewater Replace Qtrly. Interest	ment	Beg. Bal. Interest Activity	-	3.15%	-	612,803.93 612,803.93 612,803.93	
12/1/2023 12/31/2023	LAIF LAIF LAIF	COP-Payback Qtrly. Interest		Beg. Bal. Interest Activity	642.12	3.15%	-	1,525,047.07 1,525,047.07 1,525,689.19	
12/1/2023 12/31/2023	LAIF LAIF LAIF	Grant-Trash Qtrly Interest		Beg. Bal. Interest Activity	-	3.15%	-	54,837.96 54,837.96 54,837.96	
12/1/2023 12/31/2023	LAIF LAIF LAIF	Field/Admin Bldg. Qtrly Interest		Beg. Bal. Interest Activity	-	3.15%		769,599.74 769,599.74 769,599.74	
12/1/2023 12/31/2023	LAIF LAIF LAIF	Wastewater Op. Res Qtriy. Interest	serve	Beg. Bal. Interest Activity		3.15%		604,262.54 604,262.54 604,262.54	
12/1/2023 12/31/2023	LAIF LAIF LAIF	Project Admin Bldg Qtrly. Interest		Beg. Bal. Interest Activity	-	3.15%	-	1,130,832.26 1,130,832.26 1,130,832.26	
12/1/2023 12/31/2023	LAIF LAIF LAIF	Project Ops Bldg Qtrly. Interest		Beg. Bal. Interest Activity	:	3.15%	-	2,057,670.07 2,057,670.07 2,057,670.07	\$11,685,991.28

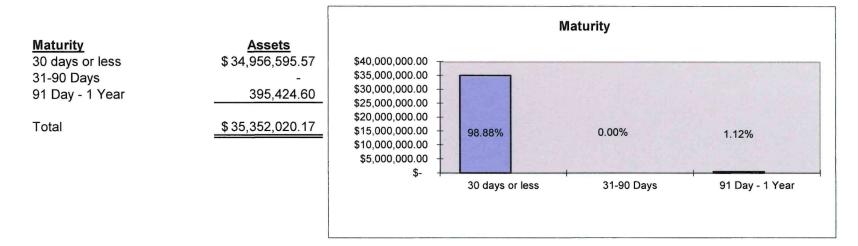
#### RUBIDOUX COMMUNITY SERVICES DISTRICT CASH ASSET SCHEDULE INVESTMENT ACTIVITY FOR PERIOD JULY 1, 2023 THRU DECEMBER 31, 2023 CASH BASIS

### FUNDS IN TRUST

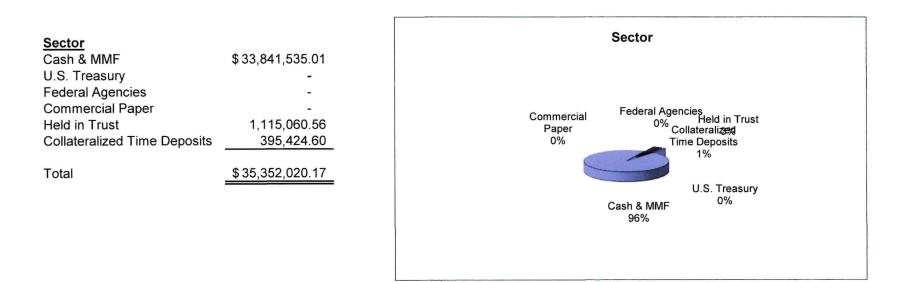
DATE	INSTITUTION	INSTRUMENT MATURITY	<u>STATUS</u>	PURCHASE / <u>REDEEM</u>	INTEREST RATE	INTEREST	PAR/ BALANCE	TOTAL
12/1/2023	U.S. Bank	COP's Refunding-Series 1998 Install Sale	-	-	4.79%	-	746,954.93 746,954.93	
12/31/2023		Reserve-LAIF (From US Bank)	747,676.85	-	4.79%	721.92	747,676.85 747,676.85	
12/1/2023	Premier Bank	Fiscal Agent-SRL MN Plant	Beg. Bal Deposits	-	0.073%	46.80	367,336.91 367,383.71	
12/31/2023			Disbursements	-	0.07070	10100	367,383.71	\$ 1,115,060.56
				TO	TAL CASH FUN	DS		\$35,352,020.17

#### RCSD PORTFOLIO HOLDINGS REPORT DECEMBER 31, 2023

	Issuer	Maturity	1	Acquisition Cost	<u>Cı</u>	irrent M <u>arket</u>	Gain/Loss	Yld Mat
AGENCY				-		-	-	-
U.S. TRE	ASURIES			-		-	-	-
COMMER	RCIAL PAPER			-		a.	-	-
FUNDS IN	N TRUST		\$	1,115,060.56	\$	1,115,060.56		
COLLATE	ERALIZED TIME DEPOSITS							
	Premier Citizens Business Bank	4/3/2024 4/2/2024	\$	170,424.60 225,000.00	\$	170,424.60 225,000.00		4.88% 0.04%
	Subtotals		\$	395,424.60	\$	395,424.60	-	
CASH EC	QUIVALENT & MONEY MARKET LOCAL AGENCY INVESTMENT FUND (LAIF) DEPOSITS HELD WITH FINANCIAL INSTITUTIONS			2,368,320.44 1,473,214.57		2,368,320.44 1,473,2 <u>14.57</u>	-	3.15% -
	Subtotals		\$3	3,841,535.01	\$3	3,841,535.01		
	GRAND TOTALS		\$3	5,352,020. <u>17</u>	\$3	5,352,020.17		



### RCSD INVESTMENT PORTFOLIO DECEMBER 31, 2023



## 6. CORRESPONDENCE AND RELATED INFORMATION

# 7. <u>REPORTS</u>

A. Operations Report (Second Meeting Each Month)

						Consumption to	WASTEWATER
	ΤΟΤΑ			DN in Million Gall	ons	JURUPA C.S.D.	FLOW TO
		Potable	Potable	Non-Potable	Total	(Million Gallons)	<b>RIVERSIDE</b> (Million Gallons)
Date	Purchased	Wells	Total	Wells	Total	0.00	1.59
1/1/2024	0.00	2.23	2.23	0.01	2.24		
1/2/2024	0.00	3.69	3.69	0.01	3.69	0.00	1.72
1/3/2024	0.00	2.38	2.38	0.00	2.39	0.00	1.82
1/4/2024	0.00	2.62	2.62	0.00	2.62	0.00	1.76
1/5/2024	0.00	3.09	3.09	0.01	3.10	0.00	1.63
1/6/2024	0.00	2.38	2.38	0.00	2.39	0.00	1.72
1/7/2024	0.00	3.52	3.52	0.00	3.52	0.00	1.80 1.71
1/8/2024	0.00	2.84	2.84	0.00	2.84	0.00	
1/9/2024	0.00	3.14	3.14	0.18	3.31	0.00	1.68
1/10/2024	0.00	3.40	3.40	0.24	3.64	0.00	1.67
1/11/2024	0.00	2.87	2.87	0.14	3.01	0.00	1.75
1/12/2024	0.00	2.88	2.88	0.18	3.07	0.00	1.62
1/13/2024	0.00	3.53	3.53	0.22	3.74	0.00	1.74
1/14/2024	0.00	2.75	2.75	0.00	2.76	0.00	1.69
1/15/2024	0.00	4.87	4.87	0.00	4.87	0.00	1.80
1/16/2024	0.00	3.90	3.90	0.27	4.17	0.00	1.78
1/17/2024	0.00	2.51	2.51	0.14	2.65	0.00	1.66
1/18/2024	0.00	3.04	3.04	0.01	3.05	0.00	1.73
1/19/2024	0.00	3.37	3.37	0.00	3.37	0.00	1.58
1/20/2024	0.00	2.62	2.62	0.00	2.62	0.00	1.71
1/21/2024	0.00	1.50	1.50	0.01	1.51	0.00	1.79
1/22/2024	0.00	3.56	3.56	0.00	3.56	0.00	1.80
1/23/2024	0.00	3.93	3.93	0.00	3.93	0.00	1.68
1/24/2024	0.00	1.80	1.80	0.01	1.80	0.00	1.67
1/25/2024	0.00	2.82	2.82	0.00	2.82	0.00	1.74
1/26/2024	0.00	2.61	2.61	0.00	2.61	0.00	1.60
1/27/2024	0.00	2.94	2.94	0.00	2.94	0.00	1.68
1/28/2024	0.00	2.90	2.90	0.00	2.90	0.00	1.79
1/29/2024	0.00	6.66	6.66	0.11	6.77	0.00	1.68
1/30/2024	0.00	2.99	2.99	0.29	3.28	0.00	1.70
1/31/2024	0.00	2.56	2.56	0.01	2.56	0.00	1.74
MINIMUM	0.00	1.50	1.50	0.00	1.51	0.00	1.58
AVERAGE	0.00	3.09	3.09	0.06	3.15	0.00	1.71
MAXIMUM	0.00	6.66	6.66	0.29	6.77	0.00	1.82
TOTAL	0.00	95.88	95.88	1.87	97.74	0.00	53.02

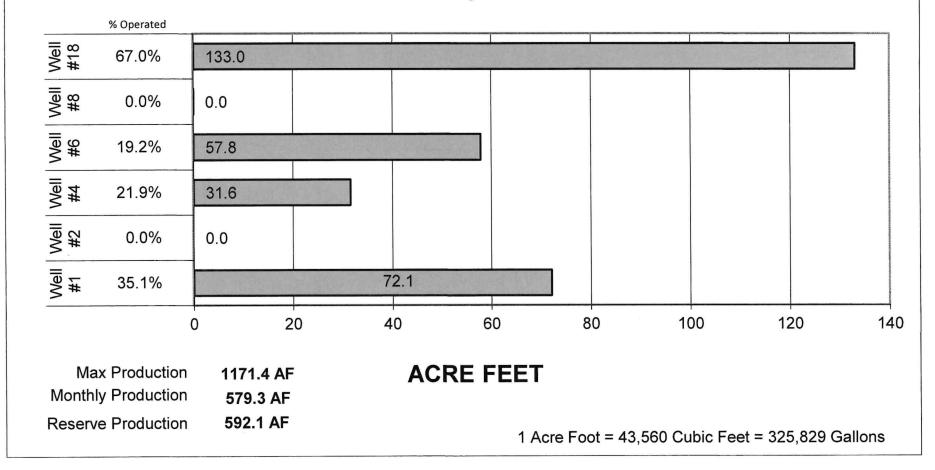
# Water and Wastewater Production Comparison

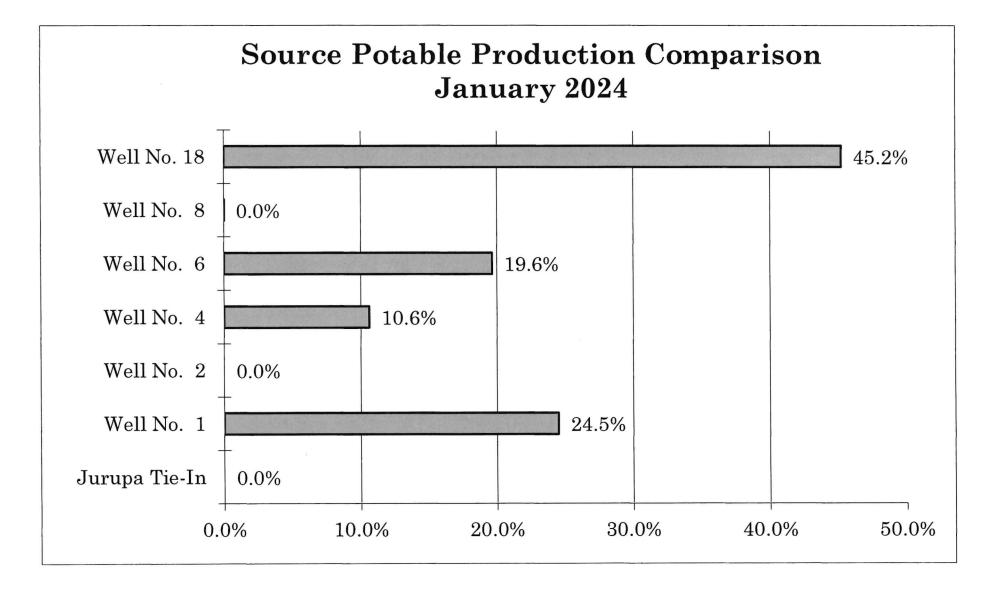
### RUBIDOUX COMMUNITY SERVICES DISTRICT MONTHLY WELL PRODUCTION

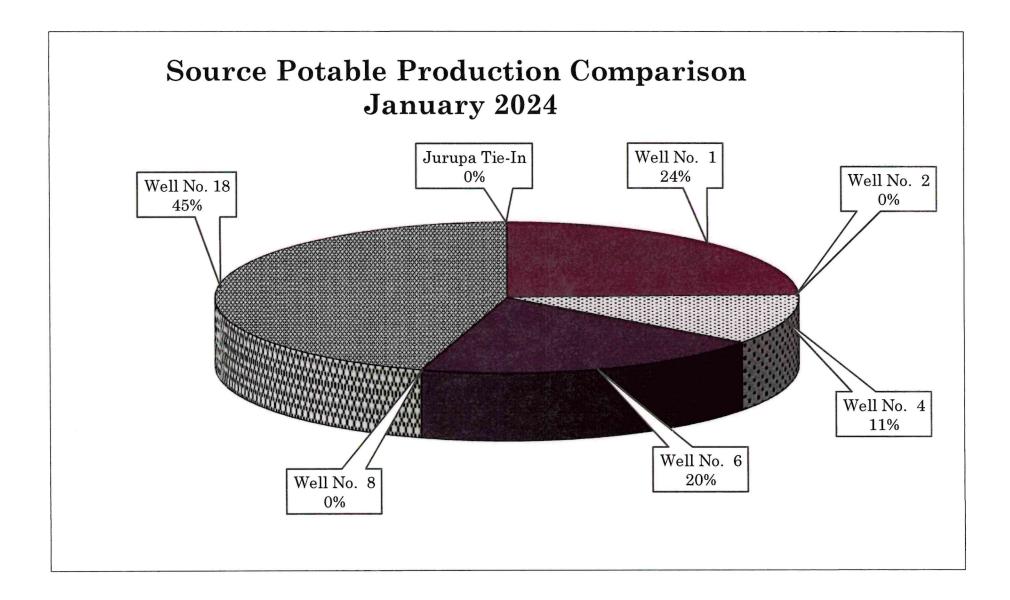
(Million Gallons)

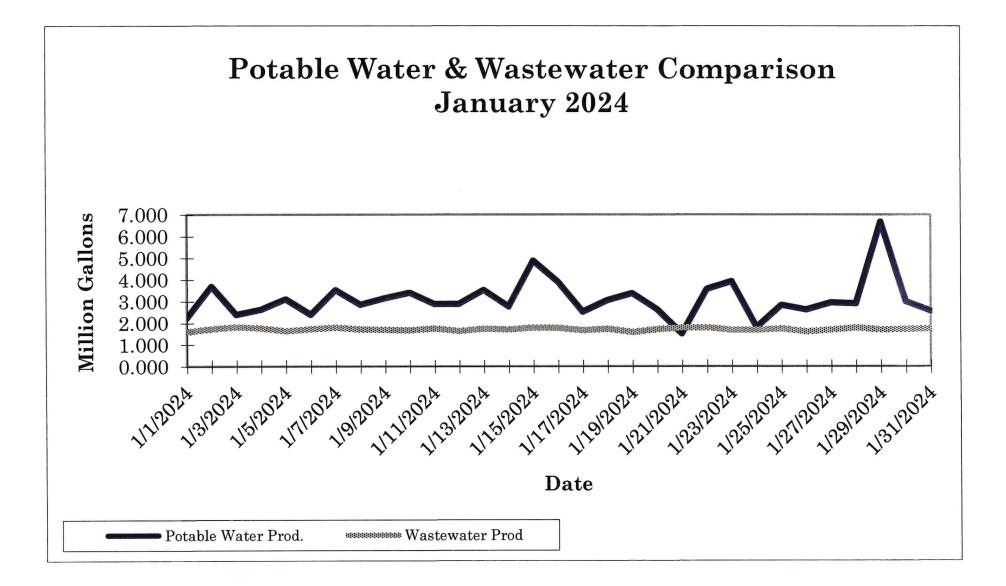
			PO	OTABLE WAY	FER				NONP	OTABLE W	VATER		TOT		
		GAC Plt	Nitrate Re	moval Plt	Т	hompson WTI	<u>ج</u>					Mission			
	JURUPA	TROYER	FLEETWOOD	SKOTTY		GOULD		28th ST.	DALY	CLEMENT	46th ST.	Wells		NON	TOTAL
	TIE-IN	Well #2	Well #4	Well #6	Well#1A	Well #8A	Well #18	Well #3	Well #7	Well#11	Well#14	#19 & #20	POTABLE	POTABLE	PROD.
DATE	(MG)	(MG)	(MG)	(MG)	(MG)	(MG)	(MG)	(MG)	(MG)	(MG)	(MG)	(MG)	(MG)	(MG)	(MG)
1/1/2024	0.00	0.00	0.09	0.14	0.20	0.00	1.80	0.00	0.00	0.00	0.00	0.01	2.23	0.01	2.24
1/2/2024	0.00	0.00	0.04	0.11	1.35	0.00	2.19	0.00	0.00	0.00	0.00	0.01	3.69	0.01	3.69
1/3/2024	0.00	0.00	0.05	0.08	0.78	0.01	1.46	0.00	0.00	0.00	0.00	0.00	2.38	0.00	2.39
1/4/2024	0.00	0.00	0.17	0.29	0.77	0.00	1.39	0.00	0.00	0.00	0.00	0.00	2.62	0.00	2.62
1/5/2024	0.00	0.00	0.05	0.10	0.84	0.00	2.11	0.00	0.00	0.00	0.00	0.01	3.09	0.01	3.10
1/6/2024	0.00	0.00	0.04	0.08	0.68	0.00	1.59	0.00	0.00	0.00	0.00	0.00	2.38	0.00	2.39
1/7/2024	0.00	0.00	0.00	0.14	1.63	0.00	1.76	0.00	0.00	0.00	0.00	0.00	3.52	0.00	3.52
Subtotal	0.00	0.00	0.43	0.94	6.25	0.01	12.29	0.00	0.00	0.00	0.00	0.03	19.91	0.03	19.94
1/8/2024	0.00	0.00	0.19	0.05	0.37	0.00	2.23	0.00	0.00	0.00	0.00	0.00	2.84	0.00	2.84
1/9/2024	0.00	0.00	0.12	0.17	1.32	0.00	1.54	0.00	0.00	0.17	0.00	0.00	3.14	0.18	3.31
1/10/2024	0.00	0.00	0.03	0.38	0.76	0.00	2.22	0.00	0.00	0.24	0.00	0.00	3.40	0.24	3.64
1/11/2024	0.00	0.00	0.02	0.05	1.15	0.00	1.65	0.00	0.00	0.14	0.00	0.00	2.87	0.14	3.01
1/12/2024	0.00	0.00	0.02	0.03	1.21	0.00	1.62	0.00	0.00	0.18	0.00	0.00	2.88	0.18	3.07
1/13/2024	0.00	0.00	0.03	0.06	1.51	0.00	1.92	0.00	0.00	0.22	0.00	0.00	3.53	0.22	3.74
1/14/2024	0.00	0.00	0.11	0.20	1.09	0.00	1.35	0.00	0.00	0.00	0.00	0.00	2.75	0.00	2.76
Subtotal	0.00	0.00	0.52	0.94	7.40	0.00	12.54	0.00	0.00	0.94	0.00	0.03	21.41	0.97	22.37
1/15/2024	0.00	0.00	0.28	0.49	2.29	0.00	1.82	0.00	0.00	0.00	0.00	0.00	4.87	0.00	4.87
1/16/2024	0.00	0.00	0.97	1.79	0.54	0.00	0.60	0.00	0.00	0.26	0.00	0.01	3.90	0.27	4.17
1/17/2024	0.00	0.00	0.84	1.54	0.00	0.00	0.12	0.00	0.00	0.14	0.00	0.01	2.51	0.14	2.65
1/18/2024	0.00	0.00	0.98	1.79	0.00	0.00	0.27	0.00	0.00	0.00	0.00	0.01	3.04	0.01	3.05
1/19/2024	0.00	0.00	1.04	1.90	0.00	0.00	0.43	0.00	0.00	0.00	0.00	0.00	3.37	0.00	3.37
1/20/2024	0.00	0.00	0.92	1.69	0.00	0.00	0.01	0.00	0.00	0.00	0.00	0.00	2.62	0.00	2.62
1/21/2024	0.00	0.00	0.53	0.97	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.01	1.50	0.01	1.51
Subtotal	0.00	0.00	5.56	10.17	2.82	0.00	3.25	0.00	0.00	0.40	0.00	0.03	21.81	0.43	22.24
1/22/2024	0.00	0.00	1.26	2.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.56	0.00	3.56
1/23/2024	0.00	0.00	1.39	2.54	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.93	0.00	3.93
1/24/2024	0.00	0.00	0.09	0.17	0.15	0.00	1.39	0.00	0.00	0.00	0.00	0.01	1.80	0.01	1.80
1/25/2024	0.00	0.00	0.03	0.04	0.93	0.00	1.82 1.78	0.00	0.00	0.00	0.00	0.00	2.82 2.61	0.00	2.82 2.61
1/26/2024	0.00	0.00	0.29	0.53	0.00	0.00	2.15	0.00	0.00	0.00	0.00	0.00	2.61	0.00	2.01
1/27/2024	0.00			0.24	0.43	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.94	0.00	2.94
1/28/2024	0.00	0.00	0.27												6.77
1/29/2024	0.00	0.00	0.19	0.34	1.51	0.00	4.62	0.00	0.00	0.11	0.00	0.00	6.66 2.99	0.11	
1/30/2024	0.00	0.00	0.04	0.06	0.96	0.00	1.93	0.00	0.00	0.29	0.00	0.00			3.28
1/31/2024	0.00	0.00	0.00	0.06	0.92	0.00	1.58	0.00	0.00	0.00	0.00	0.01	2.56	0.01	2.56
Subtotal	0.00	0.00	3.68	6.79	7.02	0.00	15.26	0.00	0.00	0.40	0.00	0.04	32.75	0.43	33.19
TOTAL	0.000	0.000	10.191	18.839	23.493	0.007	43.346	0.000	0.000	1.738	0.000	0.128	95.876	1.866	97.742

# TOTAL WATER PRODUCED w/% Operated January 2024



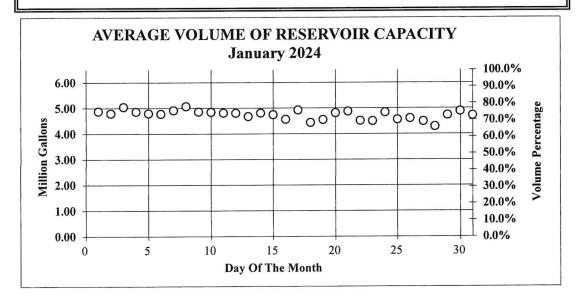




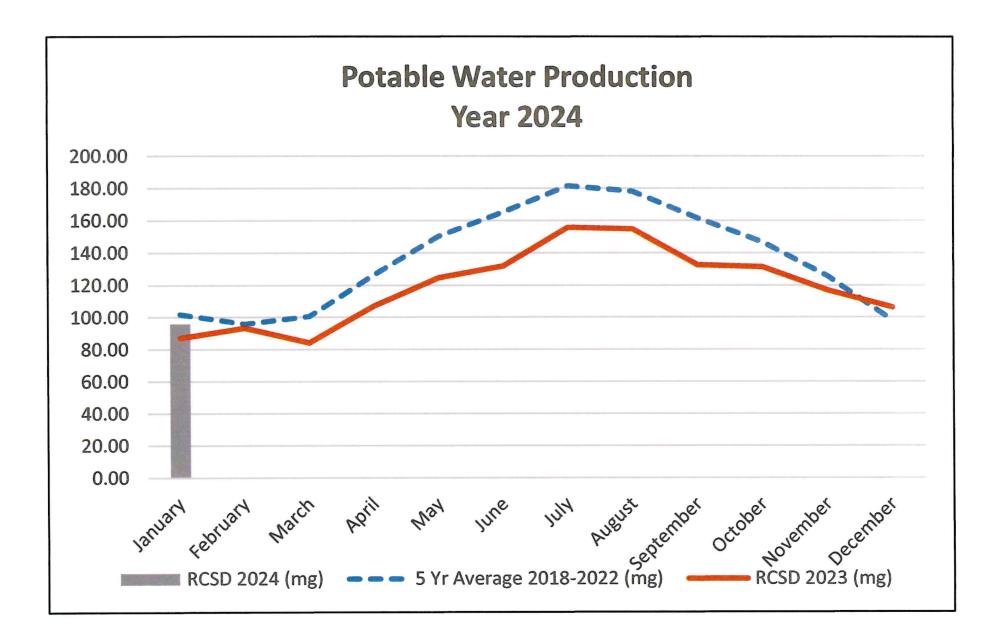


### RUBIDOUX COMMUNITY SERVICES DISTRICT Reservior Capacity Report

	ATKINSON	SYSTEM	HUNTER	SYSTEM	WATER	PERCENTAGE
CAPACITY	2,000,000	3,000,000	425,000	1,000,000	AVAILABLE	OF TOTAL
DATE	ATKINSON	WATSON	HUNTER I	PERRONE	(Gallons)*	CAPACITY
1/1/2024	78.2	72.9	81.6	77.4	4,870,963	75.8%
1/2/2024	76.9	71.9	79.1	75.8	4,791,043	74.6%
1/3/2024	83.6	76.9	78.3	73.1	5,042,395	78.5%
1/4/2024	78.3	73.4	79.8	74.9	4,855,900	75.6%
1/5/2024	76.4	71.4	81.6	77.2	4,789,093	74.5%
1/6/2024	76.6	71.6	79.1	75.9	4,773,455	74.3%
1/7/2024	80.5	74.7	77.7	72.6	4,907,057	76.4%
1/8/2024	83.1	76.5	81.0	76.3	5,065,161	78.8%
1/9/2024	77.9	72.5	80.5	77.9	4,855,177	75.6%
1/10/2024	79.1	73.5	77.1	72.5	4,840,176	75.3%
1/11/2024	77.5	72.5	79.0	74.8	4,808,820	74.8%
1/12/2024	76.6	71.4	81.0	78.7	4,805,279	74.8%
1/13/2024	75.5	70.7	75.8	71.6	4,670,491	72.7%
1/14/2024	77.4	72.1	79.4	75.4	4,802,664	74.7%
1/15/2024	74.2	70.6	81.2	79.4	4,741,642	73.8%
1/16/2024	72.8	69.3	74.4	71.1	4,561,868	71.0%
1/17/2024	78.0	74.3	84.3	77.5	4,922,191	76.6%
1/18/2024	66.2	68.0	77.4	74.1	4,432,214	69.0%
1/19/2024	70.6	68.7	78.4	73.6	4,543,898	70.7%
1/20/2024	75.0	73.7	80.2	75.4	4,806,808	74.8%
1/21/2024	75.6	74.6	81.6	77.5	4,871,311	75.8%
1/22/2024	67.1	69.5	77.8	75.0	4,508,680	70.2%
1/23/2024	66.6	70.1	77.0	73.2	4,495,043	70.0%
1/24/2024	71.5	77.6	76.9	74.7	4,832,706	75.2%
1/25/2024	73.4	69.2	78.0	67.6	4,550,678	70.8%
1/26/2024	73.7	69.8	82.8	67.9	4,600,770	71.6%
1/27/2024	72.0	68.2	74.3	68.1	4,482,101	69.8%
1/28/2024	69.1	66.2	61.5	65.2	4,283,250	66.7%
1/29/2024	76.9	72.3	74.6	70.3	4,727,371	73.6%
1/30/2024	81.0	75.0	73.2	70.0	4,883,003	76.0%
1/31/2024	77.4	71.9	74.3	69.6	4,716,155	73.4%
1						



\* The total capacity of all District reservoirs is 6,425,000 gallons.



## 7. <u>REPORTS</u> (continued)

B. Emergency and Incident Report (Second Meeting Each Month)



Riverside County Fire Department Office of the Fire Marshal Rubidoux Community Services District 3590 Rubidoux Blvd Rubidoux, CA 92509 Bus (951) 684-7580



# Monthly Activity Report January 2024

Activity	Total
Total Number of Plan Reviews Completed	0
Plan Review Turnaround Time (Goal is 15 Days)	0
Total Number of Construction Inspections Conducted	0
Inspection Turnaround Time (Goal is within 3 Days of Contact)	0
Total Number of Annual Fire Inspections Conducted (Including Reinspections)	21
Number of Weed Abatement Inspections Performed	0
Planning & Development Meetings Attended	0
Planning & Development Cases Reviewed	0
Special Event Meetings	0
Special Event Inspections	0

### **CAL FIRE/Riverside County Fire Department**

**Emergency Incident Statistics** 



**Bill Weiser** 

**Fire Chief** 

1/23/2024

**Report Provided By: Riverside County Fire Department** 

Communications and Technology Division

**GIS Section** 

Please refer to Map and Incident by Battalion, Station, Jurisdiction

Incidents Reported for the month of December2023 and Special District Rubidoux CSD And Both (Code 2, Alpha, Omega, Code 3, Charlie, Delta, Bravo, Echo)
\*Incidents are shown based on the primary response area for the incident location. This does not represent total response times for all units only the first unit in.

Page 1 of 6

#### **Response Activity**

Incidents Reported for the month of December2023 and Special District Rubidoux CSD And Both (Code 2, Alpha, Omega, Code 3, Charlie, Delta, Bravo, Echo)

	Medical Other Fire Other Misc Public Service A: Ringing Alarm Standby Traffic Collision Vehicle Fire Wilcland Fire Total:	4 5 sist 11 2 3 26 2 2 340	3.2% 0.6% 0.9% 7.6% 0.6% 0.6% 100.0%
alse Alarm		36	5
laz Mat		1	1
<i>l</i> edical		248	8
Other Fire		4	4
Other Misc		5	
Public Service Assist		11	1
Ringing Alarm		2	2
Standby		3	3
raffic Collision		26	6
/ehicle Fire		2	2
		2	

#### Average Enroute to Onscene Time\*

Enroute Time = When a unit has been acknowledged as responding. Onscene Time = When a unit has been acknowledge as being on scene. For any other statistic outside Enroute to Onscene please contact the IT Help Desk at 951-940-6900

<5 Minutes	+5 Minutes	+10 Minutes	+20 Minutes	Average	% 0 to 5 min
238	78	18	2	4.4	70.0%

\*CODE 3 and CODE 2 incidents are included in the total count of incidents and the average Enroute to Onscene Time.

Last Updated 1/23/2024 2

\*Incidents are shown based on the primary response area for the incident location. This does not represent total response times for all units only the first unit in.

Page 2 of 6

			False Alarm	Haz Mat	Medical	Other Fire	Other Misc	Public Service Assist	Ringing Alarm	Standby	Traffic Collision	Vehicle Fire	Wildland Fire	Total
attalion 14	Station 16 Pedley	City of Jurupa Valley	0	0	5	0	0	0	0	0	0	0	0	6
	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Station Total	0	0	5	0	0	0	0	0	0	0	0	5
	Station 18 West	City of Jurupa Valley	2	0	13	0	0	0	0	0	2	0	0	17
	Riverside	Station Total	2	0	13	0	0	0	0	0	2	0	0	17
	Station 38 Rubidoux	City of Jurupa Valley	34	1	229	4	5	11	2	3	24	2	2	
		Rubidoux Community Service District	0	0	1	0	0	0	0	0	0	0	0	1
		Station Total	34	1	230	4	5	11	2	3	24	2	2	318
	Battalion Total		36	1	248	4	5		2	3	26	2	2	340
rand Total		State of the state	36	1	248	4	5	11	2	3	26	2	2	340

### Incidents by Battalion, Station and Jurisdiction

Last Updated 1/23/2024 2:

\*Incidents are shown based on the primary response area for the incident location. This does not represent total response times for all units only the first unit in.

Page 3 of 6

	False Alarm	Haz Mat	Medical	Other Fire	Other Misc	Public Service	Ringing Alarm	Standby	Traffic Collision	Vehicle Fire	Wildland Fire	Total
City of Jurupa Valley	36	1	247	4	5	11	2	3	26	2	2	339
Rubidoux Community Service District	0	0	1	0	0	0	0	0	0	0	0	1
Grand Total	36	4	248	4	6	111	2	3	26	2	2	3.4.0

Last Updated 1/23/2024 2

\*Incidents are shown based on the primary response area for the incident location. This does not represent total response times for all units only the first unit in.

Page 4 of 6

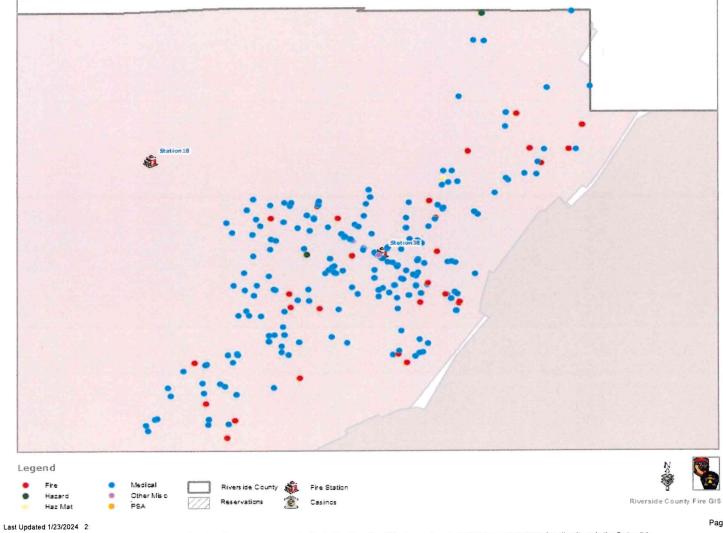
Incidents	by	Supervisorial	District	- Summary
-----------	----	---------------	----------	-----------

	DISTRICT 2 KAREN SPIEGEL	
False Alarm	36	36
Haz Mat	1	1
Medical	248	248
Other Fire	4	4
Other Misc	5	5
Public Service Assist	11	11
Ringing Alarm	2	2
Standby	3	3
Traffic Collision	26	26
Vehicle Fire	2	2
Wildland Fire	2	2
Total	340 State 340	.340

Last Updated 1/23/2024 2:

\*Incidents are shown based on the primary response area for the incident location. This does not represent total response times for all units only the first unit in.

Page 5 of 6



 $\mathsf{MONTH}$  = 12 and YEAR = 2023 and SPECIAL= 'Rubidoux CSD'

\*Incidents are shown based on the primary response area for the incident location. This does not represent total response times for all units only the first unit in.

Page 6 of 6

## 7. <u>**REPORTS**</u> (continued)

C. General Manager and Staff Reports / Updates

# 7. <u>REPORTS</u> (continued)

D. Committee Reports

### 8. ACTION / DISCUSSION ITEMS

A. **DM 2024-10**: Consider a Professional Services Contract with Webb and Associates for the Basis of Design for the Leland Thompson Water Treatment Facility Expansion

### **Rubidoux Community Services District**



### **DIRECTORS MEMORANDUM 2024-10**

February 15, 2024

- To: Rubidoux Community Services District Board of Directors
- Subject: Consider a Professional Services Contract with Webb and Associates for the Basis of Design for the Leland Thompson Water Treatment Facility Expansion

### BACKGROUND:

The Rubidoux Community Services District ("District") operates a Water Treatment Facility called the Leland Thompson Water Treatment Facility ("Thompson Plant") located on the east side of 34th Street between Crestmore Road and Daly Street. The Thompson Plant was originally built in the 1990's to treat for Manganese present in the District's well water. In 2019 the Division of Drinking Water issued an order for compliance with new regulations lowering permitted limits for PFAS and related constituents (hereinafter referred to as "PFAS") in the drinking water provided by the District to its customers. The District retained an engineering firm, Hazen and Sawyer in 2020 to design an Ion Exchange System to remove PFAS from the drinking water. The Ion Exchange System is in addition to the existing Manganese treatment at the Thompson Plant. The Ion Exchange System was placed into service in September 2021.

The District pumps water from three wells for treatment at the Thompson Plant, namely 1A, 8 and 18 with the treated water blended with Well 2 in a pipeline running along 34<sup>th</sup> Street to the intersection of 34<sup>th</sup> Street with Avalon Street. All these wells were previously pumped at a pressure of around 125psi going into the Manganese removal vessels at the Thompson Plant. With the addition of the Ion Exchange System vessels for PFAS removal, the raw water needs to be pumped at an even higher pressure of approximately 160psi to 170psi due to pressure losses going through the Ion Exchange System vessels. The water coming out of these vessels is again around 125psi due to these pressure losses. A pressure of 125psi is necessary to "lift" the water from the elevation of 780' at the Thompson Plant to the 1066' elevation of the reservoirs in the Atkinson Pressure Zone.

The Manganese treatment vessels need to be cleaned by a process called "backwashing". When these vessels go through the necessary backwash process, water is pulled from the transmission and distribution system

causing flow reversal, high pressure fluctuations and water hammer which has resulted in pipe breaks in the Loring Ranch area and catastrophic failure of valve stems at the Thompson Plant itself.

Staff has determined reducing the operational pressure at the Thompson Plant and providing a Backwash Supply Reservoir will be advantageous to overall operations and safety of the Thompson Plant and eliminate blow outs, breaks and leaks in the system, especially in the Loring Ranch area.

The existing Mahnke Water Treatment Facility ("Mahnke Plant") is near the Thompson Plant at the corner of 34<sup>th</sup> Street and Crestmore Road. This plant is non-operational with the treatment previously performed at this plant for Well 1 and later Well 1A moved to the Thompson Plant. Additionally, a new development called The District at Jurupa Valley ("Development") is being processed by E.M. Ranch Owner, LLC, ("the Developer") through the City of Jurupa Valley for Entitlements and recordation of the tract map. Included in this tract map is a lot (formally referred to "Lot 10" but the latest Tract Map shows it as "Lot 8" so it will be hereinafter referred to as "Lot 8") adjacent to the Tompson Plant site for which the District has an existing agreement to obtain Lot 8 at fair market value. The District intends to obtain this property by negotiating a fair price with the Developer based on appraised value. This lot adjoins the Thompson Plant and extends southerly on 34<sup>th</sup> Street such that it is immediately across 34<sup>th</sup> Street from the Mahnke Plant at the intersection of 34<sup>th</sup> Street with Crestmore Road.

Currently the District is developing Well 25 on the west side of Mission Blvd and will be bringing raw water from the well site to the Thompson Plant for treatment via a raw water transmission pipeline on Daly Street. Also, the District has an agreement with the Developer to obtain two additional lots within the Development for construction of future wells as the District grows to build out. The Thompson Plant is nearing capacity for additional treatment on the existing "footprint" of the plant for these additional wells and after the acquisition of Lot 8 the District will have land across the street from the non-operational Mahnke Plant.

New and expanded water treatment operations for the new wells in the area surrounding the Thompson Plant will be developed on these combined properties and include additional vessels for Manganese and PFAS treatment as needed for the new wells and a blending reservoir to blend water from Well 2 rather than blending in the pipeline along Avalon Street. This reservoir will also be utilized as a source of water for the backwash water for the Manganese vessels. Additionally, the raw water can be pumped and treated at a lower operating pressure than it is currently with the addition of new booster pumps installed after treatment to lift the water to the reservoirs.

The Basis of Design is a road map to follow to get from where the District is now to where it needs to be in a few years as additional development and associated demands on the District's water delivery, in this specific case a plan on how to develop the District's water treatment strategy at the Thompson Plant to provide increased capacity and reliability going forward. The Basis of Design Report will include preliminary hydraulics, pump sizing, reservoir sizing, siting of the improvements providing increased capacity and reliability, allowing the District to properly plan for the construction of these new facilities going forward.

The District obtained two proposals from its primary engineering consultants, namely Krieger & Stewart ("K&S") and Webb and Associates ("Webb"). Both firms are considered competent to prepare the Basis of Design for the Leland Thompson Water Treatment Facility Expansion and upgrade. K&S submitted a proposal for \$54,600 and Webb submitted a proposal for \$82,420.

Webb's proposal is more complete and includes additional scope for the following:

- Site Visit to document the existing site,
- Preparation of Process Schematics which are necessary to develop the future design,
- Two Workshops with District Staff which are essential in properly communicating the District's needs and expectations Webb will meet with staff to present the Draft Basis of Design and then the Final Basis of Design incorporating Staff comments.

Additionally, Webb's proposal includes more effort in data gathering, site visit, equipment sizing and process schematic layout than does Krieger and Stewart's Additionally, Webb has prepared the Districts' current Water Master Plan (and Wastewater Master Plan) and is currently working on developing the previously mentioned Well 25. For these reasons, staff consider Webb's proposal to better suit the needs of the District in this extremely important task.

### **BUDGETARY CONSIDERATIONS:**

The District did not anticipate this work for F.Y. 2023|2024 and did not include it in the budget but it has become apparent to prioritize these efforts. Several events have transpired since the budget was developed nearly a year ago. These include high pressure in the piping within the Thompson Plant causing catastrophic valve failure, pressure fluctuations and generally high residual pressures in the Loring Ranch area causing pipeline failures, the award of nearly a \$1.5 million grant for the development of Well 25, development of the EM Ranch Owner property moving ahead sooner than expected as well as several tracts under development all requiring the District be prepared to provide adequate water supplies to these future customers. In F.Y. 2022|23, the District received large water capacity fee payments from the Lennar Shadow Rock Development and the Agua Mansa Commerce Park Development.

Although the expansion and revised operation of the Thompson Plant is not specifically included in the 2022 Water Master Plan, several wells are included and included in the cost for developing these wells is the associated cost of developing treatment for these wells. This treatment will occur at the Thompson Plant and this work is therefore part of the cost of developing future wells. Staff proposes a budget amendment of \$100,000 from the District's CIP Reserve Budget into the District's F.Y. 2023|2024 CIP Budget creating a new line item called "Leland Thompson Water Treatment Facility Basis of Design" for this effort and use these funds to issue a task order to Webb and Associates for this work. Furthermore, staff recommends a contingency be included for this work in the amount of \$17,580, bringing the total amount authorized to \$100,000. Of this \$100,000, staff will issue a Task Order to Webb for \$82,400 with the ability to issue additional task orders for this effort up to a total of \$100,000 if deemed necessary.

### **RECOMMENDATIONS:**

Staff recommends the Board of Directors consider authorizing the General Manager to:

- 1. Create a new Budget line item in the F.Y. 2023|2024 CIP Budget called "Leland Thompson Water Treatment Facility Basis of Design".
- 2. Transfer \$100,000 from the District's CIP Reserve Budget into this newly created Budget line item.
- 3. Sign a Task Order with Webb and Associates in the amount of \$82,420 for the Thompson Plant Basis of Design Effort.

Respectfully,

BRIAN R. LADDUSAW, CPA General Manager

Attach:

- 1. Kreiger & Stewart Project Proposal
- 2. Albert A. Webb Associates Project Proposal

20233326



February 2, 2024

Mr. Ted Beckwith, P.E. Director of Engineering **RUBIDOUX COMMUNITY SERVICES DISTRICT** 3590 Rubidoux Blvd. Jurupa Valley, CA 92509

# RE: Proposal for Engineering Services for the Leland Thompson Water Treatment Plant Basis of Design

Dear Mr. Beckwith:

Albert A. WEBB Associates (WEBB) is pleased to provide you with this proposal for Engineering Services related to the Leland Thompson Water Treatment Plant Basis of Design project. Rubidoux Community Services District (RCSD) owns and operates the Leland Thompson Water Treatment Plant located at 5245 34<sup>th</sup> Street, Jurupa Valley, CA. The site has various active water treatment processes and wells. RCSD intends to purchase additional property from an adjacent developer to expand the land available for the Thompson plant. RCSD also owns the nearby Mahnke site located at the southwest corner of 34<sup>th</sup> Street and Crestmore Drive that contains a number of out-of-service treatment processes as will as Well 1A.

RCSD requires a Basis of Design (BOD) Study that outlines the future water treatment facilities to be constructed at the expanded Thompson plant site and the Mahnke site for the ultimate water treatment facilities currently envisioned by the water master plan. This proposal assumes that the existing treatment processes will be expanded to meet the new capacity requirements of the production wells planned in the area assuming the same contaminants and concentrations and the same treatment processes will be utilized. Processes or capacities for any new contaminants or higher contaminant loading will not be addressed. It is anticipated that both sites will be utilized even though 34<sup>th</sup> Street right-of-way currently separates those two sites.

RCSD also desires to operate the treatment processes at a lower pressure. Currently, the well pumps provide all of the pressure to push the raw well water through the process equipment and into the distribution system. An alternative operating approach is desired where the wells only pump water through the process equipment and into a ground level storage reservoir and then an additional pump station conveys water into the distribution system from the ground level storage reservoir. This approach has several advantages; lowering the pressure in the treatment processes, providing a reservoir to draw backwash water from and eliminating the system surges generated by the current operating approach. The scope of work is as follows:

- Gather Data (existing plans and performance data) and perform a site visit.
- Confirm ultimate quantity and sources of well water to be treated at the plant, and the anticipated treatment process capacities needed for that treatment.
- Determine which existing facilities will be retained (pipelines, wells, treatment vessels, tanks, buildings, etc.) and which will be removed or repurposed.

3788 McCray Street, Riverside, CA 92506 | P:951.686.1070 | F:951.788.1256 | www.webbassociates.com

- Determine equipment sizing and footprint for the ultimate treatment facilities, these may include additional vessels, tanks, storage or control buildings, discharge points, pipelines etc. to support the ultimate water treatment capacity anticipated for these sites.
- Prepare a proposed process schematic showing all major pieces of equipment for the proposed system at the lower operating pressure.
- Prepare hydraulic calculations to determine anticipated new lower operating pressures and flows.
- Prepare a site plan (two options).
- Prepare plant pipeline layout for each option developed.
- Review existing well pump curves to review how the proposed operational changes will impact the pumps, propose modifications to address the lower pressures anticipated, i.e. remove bowls or replace pumps.
- Prepare a cost estimate for the proposed process expansion and equipment changes proposed.
- Prepare a draft technical memorandum summarizing our work.
- Prepare a final technical memorandum addressing the District's comments.
- QA/QC of the work product.
- Coordinate with District staff, hold a kickoff meeting, a BOD workshop and a final comment review workshop.
- Project Management as required for internal and external coordination and invoicing.

AutoCAD files – It is assumed that RCSD will provide electronic files of the base maps, existing layout, process schematics and detailed equipment/pipeline design in AutoCAD format suitable for conceptual design.

Construction Costs – It is assumed that RCSD will provide bids and other project cost information associated with the recent treatment process upgrades to the plant for use in projecting future construction costs.

### **Optional Services:**

Prepare and present to the board a presentation of the findings and recommendations of the treatment processes.

### Exclusions:

Process Engineering or Process Development. Final Design Services Construction Support and Inspection Services Other services not specifically listed above.



The total amount requested for these services is **\$79,592**, not to be exceeded without prior authorization. The optional task budget for board presentation is **\$2,828**, not to be exceeded without prior authorization. The total amount requested is **\$82,420**.

If you find this proposal acceptable, please notify our office so a contract agreement can be prepared. We appreciate this opportunity to be of service to your firm and look forward to hearing from you. If you have any questions regarding this proposal, please contact us at 951-686-1070.

Sincerely,

### ALBERT A. WEBB ASSOCIATES

the most

Bradley A. Sackett Senior Engineer

Fran F

Bruce A. Davis Senior Vice President





### Leland Thompson Treatment Plant - Basis of Design (BOD) Memorandum Rubidoux Community Services District

Item	Description	<ul> <li>Bruce Davis</li> <li>Principal II</li> </ul>	ର Shane Bloomfield ଅମ୍ବାମଣା I	<ul> <li>Sinnaro Yos</li> <li>Senior III</li> </ul>	の Tyler Vigneault Assistant V 99	69 David Algranti 50 David Algranti 75	<ul> <li>Joseph Caldwell</li> <li>Principal II</li> </ul>	6) Lexi Hinkley Project Coordinator 14	ん Kristopher Danlelson Principal I 86	Total Hours	Subtotal - Labor	Evouroo		Total/task <sup>1</sup>
	Billout Rate	a 312	\$ 312 19	\$ 200	86	26	24	16	12	265	\$ 67,176	\$ 4	•	67,218
	Basis of Design	NAMES	2	12	8	20	24	10	4	200	\$ 5,552	\$ 40		
	Data Gathering and Site Visit Determine ex. & utlimate capacity reg'd		2	4	- U	4			4	14	\$ 4,184	\$ -	\$	
	Determine equipment sizing		2	12	6	8			2	30	\$ 8,252	\$ -	\$	
	Prepare proposed process schematic		1	4	8	2			2	17	\$ 4,220	\$ -	\$	4,220
1.4	Prepare site layout options		1	8	24	4				37	\$ 8,504	\$ -	\$	8,504
	Layout Pipeline Configuration		1	4	16	2				23	\$ 5,192	\$ -	\$	
1.7	Review/analyze Well Pump curves	1	1	8	4					13	\$ 3,336	\$ -	\$	3,336
1.8	Prepare Cost Estimates		2	8	4					14	\$ 3,648	\$ -	\$	3,648
	Summarize in Draft Tech Memorandum		2	16	8	4		12	2	44	\$ 10,208	\$ -	\$	
1.10	Prepare final technical memorandum		1	4	8	2		4	2	21	\$ 4,784	\$ -	\$	
1.11	QA/QC support		4	2			24			30	\$ 9,296	\$	\$	9,298
									_					
Task 2 -	Meetings and Project Management	4	14	14	4	3-04/98		14	SUS NETS	50	\$ 12,294	\$ 80		
	Kick-off Meeting	1	2	2				2		7	\$ 1,778	\$ 20	_	
2.2	BOD and Final Comment Workshops	1	4	12	4			4		25	\$ 6,268	\$ 40		
2.3	Project Management	2	8					8		18	\$ 4,248	\$ 20	\$	4,268
	Board Presentation (optional item)	Rep-art 1	4	2	5		Sec. 18	N. A. South R	0425.3	11	\$ 2,788	\$ 40	-	and the second s
	Prepare Presentation		2	2	5					9	\$ 2,164		\$	
3.2	Present to Board		2							2	\$ 624	\$ 40	\$	664
Total		4	37	98	95	26	24	30	12	326	\$ 82,258	\$ 16	5	82,420

1. Rounded to the nearest \$1.

G:\Proposals\FORMAL PROPOSALS\Rubidoux Community Services District\20233326 - Thompson Plant Basis of Design\Manhour Estimate (20233326).xlsx

2/2/20248:32 AM

000-161.62A



September 6, 2023

Ted Beckwith, Director of Engineering Rubidoux Community Services District 3590 Rubidoux Boulevard Jurupa Valley, CA 92509

Via Email to tbeckwith@rcsd.org

Subject: Engineering Services Proposal for Leland J. Thompson Water Treatment Plant Basis of Design for Consolidating Treatment

Dear Mr. Beckwith:

We appreciate the opportunity to submit our proposal to prepare a Basis of Design for consolidating treatment of water from existing and future wells at the Thompson Water Treatment Plant (Thompson Plant), including existing Well Nos. 1A, 2, 8, and 18 and future Well Nos. 21, 22, 23, 24, 25, 26, and 28. In addition to consolidating treatment, we also understand that the District desires to reduce the current operating pressure at the Thompson Plant as well as address issues associated with pressure surges at the Thompson Plant and in the distribution system, unsteady free chlorine residual in the distribution system, and reduced production from Well No. 2 due to lack of blending tanks. We understand that the Basis of Design for Consolidating Treatment will assist the District in planning and budgeting for the required improvements associated with consolidating treatment at the Thompson Plant.

Each of the items identified above are described in greater detail in the following sections.

### 1. <u>Treatment Consolidation</u>

The Thompson Plant treats raw water from existing Well Nos. 1A and 18 for iron and manganese and per- and poly-fluoroalkyl substances (PFAS) as well as raw water from existing Well No. 8 for PFAS. Raw water from Well No. 2 is treated for 1,2,3-trichloropropane (1,2,3-TCP, or simply TCP) at the Well No. 2 site and effluent is blended with treated water discharged from the Thompson Plant for nitrate reduction. Blending for Well No. 2 is currently achieved by blending TCP-treated Well No. 2 effluent water with Thompson Plant effluent water in the distribution system piping. However, adequate blending in the pipeline is difficult to achieve, requires excessive monitoring and reporting, and requires the District to operate Well No. 2 at a fraction of its capacity. In addition, the District anticipates constructing seven (7) new wells in the future and, assuming treatment will be required for each new well, desires that treatment for each well occur at the Thompson Plant in lieu of individual wellhead treatment systems.

If treatment for all wells is desired at the Thompson Plant site, the existing iron and manganese filtration and PFAS treatment systems will likely need to be expanded and additional treatment systems will need to be constructed. Due to the complexity of operating all of the wells through multiple treatment systems directly into the distribution system, the District desires that a treated water storage tank and booster pumping station be constructed at the Thompson Plant in lieu of



Ted Beckwith September 6, 2023 Page 2

> discharging directly into the system. In addition to simplifying plant operation, the treated water storage tank will provide blending for Well No. 2 effluent as well as extended chlorine contact time to enhance disinfection prior to discharging to the distribution system. To alleviate high-pressure surges previously experienced at the Thompson Plant and throughout the distribution system, the treated water storage tank will also serve to supply backwash water to the treatment systems via a dedicated backwash supply pump station.

> We anticipate that the treatment consolidation evaluation will be based on the existing and future well flow rates presented in the following tables:

Existing Wells				
Well No.	Capacity (gpm)			
1A	1,500			
2	475 to 850 <sup>(1)</sup>			
8	1,200			
18	1,300			
Total	4,475 to 4,850			

(1) Per discussions with Operations staff, the maximum production rate is approximately 850 gpm with a current production rate of 475 gpm to comply with Division of Drinking Water (DDW) limits for nitrate blending in the pipeline since there is no blending tank.

Future Wells						
Well No.	Capacity (gpm)	2022 Water Master Plan CIP Recommendation Priority <sup>(1)</sup>				
21	1,500	Near-Term				
22	1,500	Near-Term				
23	1,500	Mid-Term				
24	1,500	Mid-Term				
25	1,500	Mid-Term <sup>(2)</sup>				
26	1,500	Long-Term				
28	1,500	Long-Term				
Total	10,500					

<sup>(1)</sup> Per 2022 Water Master Plan

<sup>(2)</sup> We understand that Well 25 will be constructed within the next three (3) years to comply with grant funding.

Based on the above, the ultimate Thompsom Plant flow rate will be approximately 15,000 gpm.

### 2. <u>High Operating Pressure and Pressure Surges</u>

Each of the existing well pumping plants pump through the existing treatment plants (Thompson Plant and Well No. 2 wellhead treatment system) and into the distribution system, resulting in a high operating pressure range of approximately 130 to 170 psi at the plants and 180 psi at the



Ted Beckwith September 6, 2023 Page 3

wellheads. In addition, operation of the existing backwash supply system for the Thompson Plant iron and manganese filtration system causes high-pressure surges at the plants and throughout the distribution system. The high-pressure surges at the plants have resulted in equipment and piping system damage, including gasket/seal failures and loss of PFAS treatment media.

Constructing a treated water storage tank and effluent booster pumping station at the Thompson Plant will reduce the operating pressure at the Plant since Plant effluent will discharge to the tank instead of the distribution system. Constructing a dedicated backwash supply pump station to draw from the treated water storage tank and supply backwash supply water to the Thompson Plant iron and manganese filtration system will alleviate current high-pressure surges associated with backwashing off the distribution system.

### 3. Unsteady Free Chlorine Residual

As described above, the Thompson Plant treats raw water from three existing wells for iron, manganese, and PFAS. Chlorine is injected upstream of the iron and manganese filtration system to enable iron and manganese treatment of Well Nos. 1A and 18 water, then iron and manganese filtration system effluent is dechlorinated and blended with Well No. 8 water prior to entering the PFAS treatment system, then PFAS effluent water is chlorinated prior to being discharged to the distribution system. Due to the complexity of the chlorination, dechlorination, and re-chlorination process, and since the Thompson Plant effluent piping is connected directly to the distribution system, both excessively high and low chlorine residuals have been experienced through the distribution system. Constructing a treated water storage tank will provide extended chlorine contact time to enhance disinfection prior to discharging to the distribution system.

We have prepared the following project scope of services, fee estimate, and schedule for the District's consideration.

### A. SCOPE OF SERVICES

We have organized our Scope of Services into the following tasks:

- Task 1 Conferences and Correspondence
- Task 2 Determination of Assumed Contaminants and Treatment for Future Wells
- Task 3 Preliminary Hydraulic Analyses
- Task 4 Preliminary Treated Water Storage Tank Evaluation
- Task 5 Preliminary Site Layouts
- Task 6 Budgetary Cost Estimates
- Task 7 Basis of Design Technical Memorandum
- Task 8 Board Presentation (Optional)



Ted Beckwith September 6, 2023 Page 4

Our proposed services for each task are described as follows:

## Task 1 - Conferences and Correspondence

We will participate in telephone conferences, meetings, field meetings, and email communications with District staff as necessary during the course of the project.

## Task 2 - Determination of Assumed Contaminants and Treatment for Future Wells

We will research potential contaminants for future wells using the 2022 Aquifer Risk Map published by the Department of Drinking Water (DDW) and known contaminants of District's existing proximal wells. We will develop a list of assumed contaminants for each future well and confirm same with District staff to determine anticipated treatment prior to commencing our hydraulic analyses and preparation of preliminary site layouts.

## Task 3 – Preliminary Hydraulic Analyses

We will develop system curves for the existing Well Nos. 1A, 2, 8, and 18 systems and evaluate the existing well pumping units to determine possible modifications that would allow the existing pumping units to be utilized when Plant effluent is discharged to the onsite treated water storage tank instead of to the distribution system, including trimming impellers and/or reducing the number of stages (removing pump bowls). We will select new pumping units if modifications to the existing pumping units will not allow the existing units to be utilized. We will also analyze existing treatment system capacities and potential expansion assuming that similar constituents will be identified in future proximal wells to the Thompson Plant.

## Task 4 - Preliminary Treated Water Storage Tank Evaluation

We will evaluate and determine the required treated water storage tank volume considering Plant backwash supply and blending requirements for the initial and ultimate conditions. We will evaluate the treated water storage tank based on construction phasing of future wells in accordance with the 2022 Master Plan recommendations for near-, mid-, and long-term priorities and our understanding of the imminent Well 25 construction, as well as backwash supply requirements for the treatment systems. We will evaluate the potential for constructing two (2) smaller treated water storage tanks in phases versus initially constructing one (1) treated water storage tank sized for ultimate treatment plant capacity.

## Task 5 - Preliminary Site Layouts

We will prepare two (2) conceptual site layouts consisting of the ultimate treatment facilities, treated water storage tank, treated water effluent booster pumping station, and backwash supply booster pumping station. It is our understanding that the sites for the ultimate Plant facilities will include the existing Thompson Plant site, the property directly adjacent to the Thompson Plant site (District is in process of acquiring said property from "The District at Jurupa Valley" Development), and the Mahnke Treatment Plant site.



Ted Beckwith September 6, 2023 Page 5

## Task 6 – Budgetary Cost Estimates

We will prepare budgetary (planning level) project capital cost estimates for the proposed improvements, including reconfiguration of existing facilities and new treatment systems, treated water storage tank, treated water effluent booster pumping station, and backwash supply booster pumping station.

## Task 7 – Basis of Design Technical Memorandum

We will prepare a draft Basis of Design Technical Memorandum summarizing our findings from the above tasks and presenting the improvements required for consolidation of existing and future well treatment. The draft technical memorandum will be submitted to District staff in electronic (PDF) format.

We will participate in a review meeting with District staff to review the draft technical memorandum and obtain Staff's comments. We will prepare an agenda prior to the meeting and, after the meeting, prepare a minutes memorandum documenting the discussion items and required follow-up action items.

We will prepare the final technical memorandum incorporating any review comments received from District staff on the draft technical memorandum. The final technical memorandum will be submitted to District staff in electronic (PDF) format.

## Task 8 - Board Presentation (Optional)

At District staff's option, upon completion of the final Basis of Design Technical Memorandum, we will prepare and present a PowerPoint slideshow to the District's Board of Directors to discuss our findings.

## B. FEE ESTIMATE

Our estimated fee for providing engineering services regarding subject project is \$54,600 for all of the above described tasks (\$50,800 for the base services + \$3,800 for the optional Board Presentation). A detailed breakdown of our estimated fee is included in attached **Table 1**. Our fee estimate is based on our **2023 Fee Schedule**, attached. We will bill for engineering services on a monthly basis as work is completed.

Our fee estimate is based on the following understanding and assumption:

- 1. Preparation of bidding documents is not included in our proposal.
- 2. Surge analysis will be performed by others during design of the Thompson Plant expansion project.



Ted Beckwith September 6, 2023 Page 6

> Detailed hydraulic analysis of the distribution system will be performed by others. 3.

#### C. **PROPOSED SCHEDULE**

We estimate that we can complete the requested services within 16 weeks of receiving notice to proceed from the District.

With respect to Krieger & Stewart's team, Jaclyn B. Makarzec will serve as Project Manager and I will serve as Project Engineer. We will be assisted by our staff to ensure completion of project tasks in accordance with the project schedule. Our team members will be continuously available and responsive to District staff and management during all phases of the project. Further, Krieger & Stewart's project team is ready to commence services immediately.

Again, we appreciate the opportunity to submit our proposal for providing subject services, and are available to discuss our proposal with you at your convenience. If you have any questions or require additional information, please call.

Sincerely,

**KRIEGER & STEWART, INCORPORATED** 

Brandon C. Vally

BCV/JBM/blt 000-161P62-Pro

Table 1 - Estimated Fees for Engineering Services Attachments: K&S 2023 Fee Schedule

#### TABLE 1 RUBIDOUX COMMUNITY SERVICES DISTRICT LELAND J. THOMPSON WATER TREATMENT PLANT FE/MN FILTRATION SYSTEM BACKWASH SUPPLY STORAGE TANK AND PUMP STATION EVALUATION ESTIMATED FEES FOR ENGINEERING SERVICES

			PROJECT MANAGER <sup>(1)</sup>		SENIOR ENGINEER <sup>(2)</sup>		STAFF ENGINEER <sup>(3)</sup>		CADD SERVICES (4)		SUPPORT SERVICES <sup>(5)</sup>	
	COMPONENT	HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$	\$
1.	CONFERENCES AND CORRESPONDENCE	8	1,688	8	1,928	_						3,616
2.	DETERMINATION OF ASSUMED CONTAMINANTS AND TREATMENT FOR FUTURE WELLS	6	1,266	2	482	16	2,768					4,516
3.	PRELIMINARY HYDRAULIC ANALYSES	2	422	6	1,446	16	2,768					4,636
4.	PRELIMINARY TREATED WATER STORAGE TANK EVALUATION	2	422	6	1,446	16	2,768					4,636
5.	PRELIMINARY SITE LAYOUTS	2	422	8	1,928	32	5,536	32	5,536			13,422
6.	BUDGETARY COST ESTIMATES	2	422	8	1,928	16	2,768			4	512	5,630
7.	BASIS OF DESIGN TECHNICAL MEMORANDUM	4	844	16	3,856	40	6,920	4	692	8	1,024	13,336
8.	BOARD PRESENTATION (OPTIONAL)		····· OPTIONAL TASK - SEE BELOW ·····									
	SUBTOTA	 L: 26	5,486	54	13,014	136	23,528	36	6,228	12	1,536	49,792
										REIMBURSA	BLES @ 2%:	996
									TOTAL (W	REIMBURSA	-	996 \$50,788
OP	rional task								TOTAL (W		-	
-	TIONAL TASK BOARD PRESENTATION	4	844	4	964	6	1,038	2	TOTAL (W		-	
-		4	844	4	964	6	1,038	2	~	THOUT OPTIC	- DNAL TASK):	\$50,788
-		4	844	4	964	6	1,038	2	346	THOUT OPTIC	512 BLES @ 2%:	<b>\$50,788</b> 3,704
-		4	844	4	964	6			346 OP	THOUT OPTIC 4 REIMBURS/ TIONAL SERV	STAL TASK): 512 ABLES @ 2%: ICES TOTAL:	\$50,788 3,704 74 \$3,778
-		4	844	4	964	6			346 OP	THOUT OPTIC 4 REIMBURSA	STAL TASK): 512 ABLES @ 2%: ICES TOTAL:	\$50,788 3,704 74 \$3,778 \$54,566
-		4	844	4	964	6		ERING SERV	346 OP VICES TOTAI	THOUT OPTIC 4 REIMBURS/ TIONAL SERV	DNAL TASK): 512 BLES @ 2%: ICES TOTAL: DNAL TASK):	\$50,788 3,704 74 \$3,778
-		4	844	4	964	6		ERING SERV	346 OP VICES TOTAI	4 REIMBURSA TIONAL SERV	DNAL TASK): 512 BLES @ 2%: ICES TOTAL: DNAL TASK):	\$50,788 3,704 74 \$3,778 \$54,566
8.		4	844	4	964	6		ERING SERV	346 OP VICES TOTAI	4 REIMBURSA TIONAL SERV	DNAL TASK): 512 BLES @ 2%: ICES TOTAL: DNAL TASK):	\$50,788 3,704 74 \$3,778 \$54,566
8. <u>RA</u>	BOARD PRESENTATION	4	844	4	964	6		ERING SERV	346 OP VICES TOTAI	4 REIMBURSA TIONAL SERV	DNAL TASK): 512 BLES @ 2%: ICES TOTAL: DNAL TASK):	\$50,788 3,704 74 \$3,778 \$54,566
8. (1) A	BOARD PRESENTATION	4	844	4	964	6		ERING SERV	346 OP VICES TOTAI	4 REIMBURSA TIONAL SERV	DNAL TASK): 512 BLES @ 2%: ICES TOTAL: DNAL TASK):	\$50,788 3,704 74 \$3,778 \$54,566
8. <u>RA</u> <sup>1</sup> <sup>(1)</sup> <i>A</i>	BOARD PRESENTATION TES PER KRIEGER & STEWART 2023 FEE SCHEDULE SSOCIATE ENGINEER II @ \$211 /Hr	4	844	4	964	6		ERING SERV	346 OP VICES TOTAI	4 REIMBURSA TIONAL SERV	DNAL TASK): 512 BLES @ 2%: ICES TOTAL: DNAL TASK):	\$50,788 3,704 74 \$3,778 \$54,566
8. <u>RA</u> (1) p (2) s (3) s	BOARD PRESENTATION <u>TES PER KRIEGER &amp; STEWART 2023 FEE SCHEDULE</u> SSOCIATE ENGINEER II @ \$211 /Hr ENIOR ENGINEER II @ \$241 /Hr	4	844	4	964	6		ERING SERV	346 OP VICES TOTAI	4 REIMBURSA TIONAL SERV	DNAL TASK): 512 BLES @ 2%: ICES TOTAL: DNAL TASK):	\$50,788 3,704 74 \$3,778 \$54,566



000-161P62-Fee.xlsx (9/6/2023)



## KRIEGER & STEWART, INCORPORATED FEE SCHEDULE

2023

RATES \$/Hr.

CLASSIFICATION	\$/Hr.
Consulting, Design, Construction, Engineering, Environmental, Commissioning, and	
Surveying Services (Office)	270.00
Principal Senior III	255.00
	241.00
Senior II Senior I	225.00
Associate III	217.00
Associate II	211.00
Associate I	204.00
Staff III	196.00
Staff II	173.00
Staff I	151.00
Computer Aided Design Services	172.00
Operator III	173.00
Operator II	164.00 154.00
Operator I	134.00
Surveying Services (Field)	
2 Man Crew with Standard Equipment and Survey Truck	313.00
1 Man Crew with Standard Equipment and Survey Truck	242.00
3rd Man on Crew	145.00
Construction Services (Field)	
Construction Engineer	217.00
Electrical Inspector	192.00
Construction Inspector:	
Regular Time	152.00
Overtime:	
Weekdays (8 hours to 12 hours)	181.00
Weekdays (More than 12 hours)	218.00
Saturday (12 hours or less)	181.00
Saturday (More than 12 hours)	218.00
Sunday and Holiday (Holidays: New Year's Day, Memorial Day, Independence Day,	218.00
Labor Day, Veterans Day, Thanksgiving Day and the Day After, Christmas Day)	
Support Services	
Staff Technician III	128.00
Staff Technician II	122.00
Staff Technician I	117.00
Utility Clerk III	92.00
Utility Clerk II	85.00
Utility Clerk I	84.00



#### **KRIEGER & STEWART, INCORPORATED FEE SCHEDULE** 2023 (continued)

\$/Hr. **CLASSIFICATION Outside Services** Cost + 15% Special Consultants and Purchased Services **Reimbursable Expenses** 0.72 /Mile Vehicle Mileage Cost Travel and Subsistence, including Air Fare, Ground Fare, and Vehicle Parking Cost Specialized Rental Equipment Cost Copies, Delivery, Postage, Prints, Telephone, and Sundry Charges

The above rates are subject to change on or about January 1 each year due to salary and cost increases, except for Construction Inspector and Survey Crew rates which are also subject to change if California Department of Industrial Relations issues new prevailing wage determinations during the course of the year. A gasoline surcharge may be included in response to increased prices; no such surcharge will be included on project invoices without prior notification.

#### **TERMS OF PAYMENT:**

Unless charge accommodations have been established beforehand, all accounts shall be prepaid. For accounts having charge accommodations, payment in full shall be made within 30 days of date of invoice. Any amount unpaid within said 30 days will be assessed a service charge of 1-1/2% per month (18% annual percentage rate), with a minimum charge of 1.00. Accounts with a past due balance of 30 days or more are subject, without notice, to credit discontinuance and mechanic's lien or stop notice. If it becomes necessary for Krieger & Stewart to initiate legal proceedings for the collection of any balance due, the action shall be brought and tried in the Judicial Districts wherein Krieger & Stewart offices are located. Client agrees that the court may award reasonable attorney's fees and costs of suit to the prevailing party.

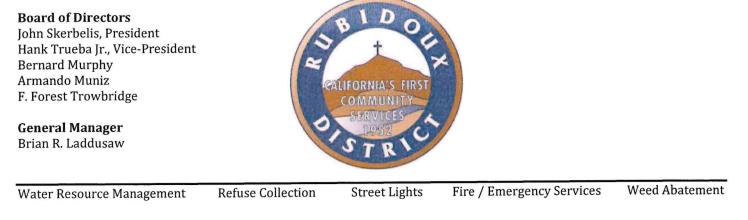
2023-FEES (10/25/2022)

RATES

## 8. ACTION / DISCUSSION ITEMS (continued)

B. **DM 2024-11**: Consider a Professional Services Contract with Webb and Associates for a Phase II Environmental Study for Purchase of a Parcel of Land for the Leland Thompson Water Treatment Facility Expansion

## **Rubidoux Community Services District**



## **DIRECTORS MEMORANDUM 2024-11**

February 15, 2024

- To: Rubidoux Community Services District Board of Directors
- Subject: Consider a Professional Services Contract with Webb and Associates for a Phase II Environmental Assessment for Purchase of a Parcel of Land for the Leland Thompson Water Treatment Facility Expansion

## BACKGROUND:

The Rubidoux Community Services District ("District") operates a Water Treatment Facility called the Leland Thompson Water Treatment Facility ("Thompson Plant") located on the east side of 34th Street between Crestmore Road and Daly Street. The Thompson Plant was originally built in the 1990's to treat for Manganese present in the District's well water. In 2019 the Division of Drinking Water issued an order for compliance with new regulations lowering permitted limits for PFAS and related constituents (hereinafter referred to as "PFAS") in the drinking water provided by the District to its customers. The District retained an engineering firm, Hazen and Sawyer in 2020 to design an Ion Exchange System to remove PFAS from the drinking water. The Ion Exchange System is in addition to the existing Manganese treatment at the Thompson Plant. The Ion Exchange System was placed into service in September 2021.

The District pumps water from three wells for treatment at the Thompson Plant, namely 1A, 8 and 18 with the treated water blended with Well 2 in a pipeline running along 34<sup>th</sup> Street to the intersection of 34<sup>th</sup> Street with Avalon Street. All these wells were previously pumped at a pressure of around 125psi going into the Manganese removal vessels at the Thompson Plant. With the addition of the Ion Exchange System vessels for PFAS removal, the raw water needs to be pumped at an even higher pressure of approximately 160psi to 170psi due to pressure losses going through the Ion Exchange System vessels. The water coming out of these vessels is again around 125psi due to these pressure losses. A pressure of 125psi is necessary to "lift" the water from the elevation of 780' at the Thompson Plant to the 1066' elevation of the reservoirs in the Atkinson Pressure Zone.

The Manganese treatment vessels need to be cleaned by a process called "backwashing". When these vessels go through the necessary backwash process, water is pulled from the transmission and distribution system

causing flow reversal, high pressure fluctuations and water hammer which has resulted in pipe breaks in the Loring Ranch area and catastrophic failure of valve stems at the Thompson Plant itself.

Staff has determined reducing the operational pressure at the Thompson Plant and providing a Backwash Supply Reservoir will be advantageous to overall operations and safety of the Thompson Plan and eliminate blow outs, breaks and leaks in the system, especially in the Loring Ranch area.

The existing Mahnke Water Treatment Facility ("Mahnke Plant") is near the Thompson Plant at the corner of 34<sup>th</sup> Street and Crestmore Road. This plant is non-operational with the treatment previously performed at this plant for Well 1 and later Well 1A moved to the Thompson Plant. Additionally, a new development called The District at Jurupa Valley ("Development") is being processed by E.M. Ranch Owner, LLC, ("the Developer") through the City of Jurupa Valley for Entitlements and recordation of the tract map. Included in this tract map is a lot (formally referred to "Lot 10" but the latest Tract Map shows it as "Lot 8" so it will be hereinafter referred to as "Lot 8") adjacent to the Tompson Plant sight for which the District has an existing agreement to obtain Lot 8 at fair market value. The District intends to obtain this property by negotiating a fair price with the Developer based on appraised value. This lot adjoins the Thompson Plant and extends southerly on 34<sup>th</sup> Street such that it is immediately across 34<sup>th</sup> Street from the Mahnke Plant at the intersection of 34<sup>th</sup> Street with Crestmore Road.

Currently the District is developing Well 25 on the west side of Mission Blvd and will be bringing raw water from the well site to the Thompson Plant for treatment via a raw water transmission pipeline on Daly Street. Also, the District has an agreement with the Developer to obtain two additional lots within the Development for construction of future wells as the District grows to build out. The Thompson Plant is nearing capacity for additional treatment on the existing "footprint" of the plant for these additional wells and after the acquisition of Lot 8 will be across the street from the non-operational Mahnke Plant.

New and expanded water treatment operations for the new wells in the area surrounding the Thompson Plant will be developed on these combined properties and include additional vessels for Manganese and PFAS treatment as needed for the new wells and a blending reservoir to blend water from Well 2 rather than blending in the pipeline along Avalon Street. This reservoir will also be utilized as a source of water for the backwash water for the Manganese vessels. Additionally, the raw water can be pumped and treated at a lower operating pressure than it is currently with the addition of new booster pumps installed after treatment to lift the water to the reservoirs.

Recognizing these needs, staff conditioned the Developer to provide parcels of land for the expansion of the Leland Thompson Water Treatment Facility in addition to two future well sites within the Development. The District has entered into an agreement with the Developer whereupon the Developer agrees to sell these parcels to the District at fair market value as determined by appraisals. The District further amended the agreement to purchase the site for the Thompson Plant expansion ahead of the purchase of the well sites. Additionally, the amended agreement allowed for purchase of the parcel for the expansion of the Thompson Plant with cash or reimbursement using Water Capacity / Connection Fees to have more flexibility in the timing to purchase the parcel.

The District authorized and performed a Phase I Environmental Assessment ("Phase I EA") on the two well sites and the parcel adjacent to the Leland Thompson Plant. The Phase I EA consists only of a review of records

for known environmental hazards, a review of historic aerial photography and a visual site reconnaissance without an in-depth analysis of the potential for unknown spills and contamination.

Staff is aware of and knowledgeable of the storage of diesel tractors and trailers on the site prior to the performance of the Phase I EA which were removed with the site cleared of all debris and brush before the site reconnaissance was performed. This resulted in the Phase I EA coming back with no issues reported. For this reason, staff feels it is prudent to perform a Phase II Environmental Assessment ("Phase II EA") on the site. This is not to preclude the District purchasing the site as the District needs land to expand the Thompson Plant but rather part of Due Diligence in purchasing the land. If it is known that some level of remediation will be necessary, the costs of the remediation can be considered in the purchase price of the parcel.

The Phase I EA was provided by Webb and Associates ("Webb") and presented to the District in December 2023 A copy of the Phase I EA is available in the District Office for review. The report concludes, "This assessment has revealed no evidence of recognized environmental conditions, controlled recognized environmental conditions, or significant data gaps in connection with the Subject Property." Nevertheless, it is considered prudent to perform a Phase II EA which consists of doing a few shallow (4' deep) open trench excavations, grabbing soil samples and sending them to the laboratory for analysis.

Staff requested a proposal from Webb for the Phase II EA. Webb's proposal is for \$10,400 for the field exploratory work, lab work and preparation of a report of findings. No contingency is expected for this scope of work, so the total request is \$10,400.

## **BUDGETARY CONSIDERATIONS:**

Included in the District's FY 2023|2024 Water Capital Improvement Project ("CIP") Budget is line 9 'District at JV Well Sites/LT Expansion' in the amount of \$18,000. Staff proposes the District utilize \$10,400 of these budgeted monies for this effort. No budget amendment is necessary.

## **RECOMMENDATIONS**:

Staff recommends the Board of Directors consider authorizing the General Manager to:

- 1. Utilize \$10,400 of the FY 2023|2024 Water Capital Improvement Project ("CIP") Budget amount of \$18,000 for the Phase II Environmental Assessment work.
- 2. Sign a Task Order with Webb and Associates in the amount of \$10,400 for this effort.

Respectfully,

1h

BRIAN R. LADDUSAW, CPA General Manager

Attach: Albert A. Webb Associates - Project Proposal

202400043



February 5, 2024

Mr. Ted Beckwith, P.E. Director of Engineering **RUBIDOUX COMMUNITY SERVICES DISTRICT** 3590 Rubidoux Blvd. Jurupa Valley, CA 92509

# RE: Proposal for Phase II Environmental Services related to Property Acquisitions – Lot 10 of The District at Jurupa Valley Development

Dear Mr. Beckwith:

Pursuant to the District's request, we are providing this proposal to provide Phase II Environmental Services related to the Property Acquisition of Lot 10 proposed by RCSD from the 'The District at Jurupa Valley' project.

## PROJECT UNDERSTANDING

RCSD is seeking to acquire additional land for expanding the treatment plant known as Lot 10 of The District at Jurupa Valley project. On behalf of RCSD, Converse Consulting under sub-contract to Webb Associates has completed a Phase I assessment and found no significant issues apart from the recent storage of vehicles and equipment on the site. Therefore, RCSD has requested a Phase II Environmental Site Assessment (ESA) be developed and then conducted within the confines of Lot 10.

The objectives of the proposed Limited Phase II ESA are to:

- 1. Evaluate prior storage yard uses of the southeast portion of the lot, including truck/equipment storage evident on recent Google Maps imagery.
- 2. Identify if potential target analytes are present at concentrations greater than a threshold criteria.

## SCOPE OF WORK

## **Phase II Environmental Assessments**

WEBB's sub-consultant, Converse Consulting, will prepare Phase II EAS. The filed work will consist of four (4) borings within the former storage area approximately 4 ft deep each, with soil samples collected at one-foot intervals. All samples will be submitted to a state certified laboratory and shallower samples will be tested per the typical protocols. Converse Consulting will prepare report of the findings including conclusions and recommendations.

## Deliverables

Phase 2 Environmental Site Assessment (1) for Lot 10.

## Assumptions

This scope of work assumes that the Developer will provide safe access and right-of-entry to the site for the fieldwork.

3788 McCray Street, Riverside, CA 92506 | P:951.686.1070 | F:951.788.1256 | www.webbassociates.com

## **Additional Services**

Services which are not specifically identified herein as services to be performed by WEBB are considered Additional Services for the purposes of this Proposal. The District may request WEBB to perform services which are additional services. WEBB will perform such additional services upon execution of an amendment to the Original Agreement setting forth the scope, schedule, and fee for such additional services. WEBB will also provide prior notice to the District, and obtain acceptance from same, before performing work outside the contract work scope and thereby contract budget amount.

#### PROJECT TEAM

The WEBB primary project team members are as follows:

Project Manager:	Brad Sackett, PE
Environmental:	Converse Consulting

## PROJECT FEE/FEE SUMMARY

WEBB is committed to providing the highest quality service to the District and to provide quality engineering services for this project. After preparing a detailed scope of work for this project, we have included all the necessary items required to successfully complete it and believe our team experience will generate an efficient processing of the project deliverables. Based upon the project's scope of work, a summary of our engineering services budget including mark-up and project management / coordination is as follows:

	 ESTIMATED ES BUDGET
I. Phase II Environmental Site Assessment	\$ 10,400
Total Fee for Services =	\$ 10,400

Unforeseen additional work activities may arise as the project progresses. As such, the District may wish to allocate an additional 10-15 percent of the total services budget for allocation purposes only. A detailed man-hour breakdown of the services budget is included.

We appreciate the opportunity to be of continued service and look forward to hearing from you. If you have any questions or concerns, do not hesitate to contact me at 951-686-1070.

Sincerely, ALBERT A. WEBB ASSOCIATES

Bradley Sackett, P.E. Senior Engineer Attachments: Representative Converse Proposal





February 5, 2024

Bradley A. Sackett, PE Albert A. Webb Associates 3788 McCray Street Riverside, California 92506

Subject: PROPOSAL - LIMITED PHASE II ENVIRONMENTAL SITE ASSESSMENT Thompson Plant Extension Lot 10 North of Crestmore Road and 34th Street Jurupa Valley, California Converse Project No. 22-16-172-00 (04)

Mr. Sackett:

Converse Consultants (Converse) appreciates the opportunity to provide this proposal to conduct a *Limited Phase II Environmental Site Assessment* (ESA) for the referenced property (Property).

The proposed Scope of Services is based upon prior storage yard uses of the southeast portion of the lot, including truck/equipment storage evident on recent Google Maps imagery.

## Statement of Objectives

Converse will generally follow the standard practices of the American Society for Testing Materials (ASTM) *Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process* (ASTM E1903-19). The purpose of conducting the *Phase II ESA* in accordance with ASTM E1903-19 is to acquire and evaluate information sufficient to achieve the objective(s) set forth in the "Statement of Objectives" developed by Albert A. Webb and Rubidoux Community Services District (RCSD) (*Users*) and Converse.

The objectives of this Limited Phase II ESA are to:

- 1. Evaluate prior storage yard uses of the southeast portion of the lot, including truck/equipment storage evident on recent Google Maps imagery.
- 2. Identify if potential target analytes are present at concentrations greater than a threshold criteria.

MAILING ADDRESS: 717 South Myrtle Avenue, Monrovia, CA 91016

## Scope of Services

Based on Converse's understanding of the property, and the Client's needs, budget and schedule as presented, the following Scope of Services is proposed:

## Project Set Up:

Underground Service Alert (USA) will be notified at least 48 hours prior to completing borings. Prior to advancing each boring, locations of nearby underground (UG) utilities and other UG structures will be evaluated by surface observation of the proposed boring locations for features such as nearby manholes, utility vaults, or surface features served by UG utilities.

## • Field Activities:

Up to four (4) borings will be advanced throughout the southeast portion of Lot 10 (former storage areas) to maximum depths of 4 feet below ground surface (bgs), with soil samples collected at depths of 1, 2, 3, and 4 feet bgs. Samples will be collected in acetate sleeves or glass jars, with sub-samples collected from the 2 and 4-foot samples in Encore containers. The sample containers will be sealed, labeled, and placed on ice for transport to a California-certified laboratory. Converse will observe standard Environmental Protection Agency (EPA) sample collection and handling protocol including chain-of-custody control.

Sampling and other downhole equipment will be cleaned with a phosphate-free cleanser followed by successive tap water and deionized water rinses prior to first use on-site, between sample intervals, and between borings to minimize the potential for cross-contamination.

## • Laboratory Analyses:

All samples will be submitted to a state certified laboratory. Two (2) soil samples (1-foot and 2-feet depths) from each of the borings will initially be analyzed in general accordance with the following EPA Methods on a normal five (5) to seven (7) business day turnaround time:

- EPA Method 8015M for Total Petroleum Hydrocarbons (TPH) as Carbon Chain (TPH-cc)
- EPA Method 6010B/7471A for Title 22 Metals
- EPA Method 8260B for Volatile Organic Compounds (VOCs) (2-foot sample only)



All other samples will be archived pending the analytical results of the shallower samples.

## • Report Preparation:

The results will be presented in a *Limited Phase II ESA Report*. Included in the report will be a summary of the fieldwork and methodologies, as well as a discussion and summary of the analytical results. Converse will also present our conclusions and recommendations for further assessment, potential mitigation measures, or remedial activities, if any. Copies of boring location maps, summary tables of sample analytical results, and laboratory analytical reports with chain of custody documentation will be provided in the report. An electronic file (PDF format) of the final report will be provided to the Client.

Our services will be completed under the responsible charge of a California Professional Geologist (PG) or Professional Engineer (PE).

## **Client Responsibility**

For the purposes of this assessment, the Client agrees to provide or obtain unrestricted, safe access and right-of-entry to the subject property for our equipment and personnel. Client also agrees to participate in the formulation of the question(s) to be answered by the Phase II ESA and "Statements of Objectives".

Converse understands that the Client and Rubidoux Community Services District (RCSD) are the only intended users of the document. If it is the intent to have other parties rely on the *Phase II ESA Report*, they must be identified on the *Acceptance of Agreement and Authorization to Proceed* form.

## Time Schedule

Converse will begin mobilization within 5 business days of receipt of written authorization to proceed. Written authorization via email is acceptable.

The fieldwork is anticipated to require one field day to complete. The laboratory turnaround time for the analytical results is 5 to 7 business days. Converse anticipates the draft *Phase II ESA Report* will be completed within 10 business days from receipt of the analytical results.



## **Fees and Conditions**

Converse services will be performed in accordance with the enclosed *General Conditions* (*GC99-1*) and *Schedule of Fees* (*EP2024*), which form part of this proposal. Our services are for the sole benefit and exclusive use of the Client and RCSD in accordance with the General Conditions under which these services have been provided.

The probable cost for the Scope of Services described is as follows:

Labor Includes set up, field, report generation and review, and project management.	\$ 5,275.00
<b>Analytical Fees</b> Based on 15 soil samples on a normal laboratory turnaround time.	\$ 2,200.00
<b>Other Expenses</b> Drill rig, field supplies (ice, water, acetate sleeves, Encore samplers), mileage.	\$ 700.00
Total Probable Cost	\$ 8,175.00

The work will be billed on a time and materials basis. Payment terms are net 30 days.

Written authorization will be required to initiate our services. This proposal expires 60 days from its issuance, if not accepted within that time.

If hard copies of the report are requested in addition to the PDF file there will be an additional charge of <u>\$400.00</u> for each report. Additional professional services, including revisions to the scope of services, meetings, consultation with other parties, composition of reliance letters, detailed cost estimates or Phase II scopes of work are not included in the standard fee. Requested additional services can be provided on a time-and-materials basis.

This assessment will be performed in general accordance with the generally accepted professional environmental principles and practice of like firms in the local area of our practice. Converse makes no other warranty, either express or implied.

It should be recognized that this proposal and its scope of work are proprietary in nature, and as such, may not be used as a specification or bidding document for and/or by others without the express prior written consent of Converse.

The boring locations and actual samples to be analyzed may differ than what is stated in the Scope of Services depending on field conditions. In the event that conditions are encountered that are significantly different than those anticipated, services not specifically proposed herein may be required in order to achieve the objective of this assessment.



Converse will not proceed with these unanticipated services without receipt of a written authorization and agreement to the additional services. In the event that the scheduled Scope of Services cannot be performed due to circumstances beyond our reasonable control, the Client will be responsible for the labor and equipment cost incurred.

The soil borings will be backfilled with hydrated bentonite chips. As a result, the surface may settle or bulge over time. We recommend the owner monitor the boring sites and address any mounding or settlement depressions that might occur to prevent trip and fall injuries from occurring near the backfilled boring locations.

The above Scope of Services assumes that any utilities existing in the general area of the proposed work will not limit or be affected by investigative activities. Please note that performing the borings and moving exploration equipment to the test boring locations may cause damage to existing lawns, pavements and vegetation. Converse will make every reasonable effort to limit damage. However, this proposal does not include any services for work required to restore the Property to its original condition, including backfilling of settled area, seeding, sodding, landscaping, repaving, or repair of underground piping and utilities.

If third party reliance requirements change, Client agrees with Converse that, to be valid, such request must be received within 180 days of the date of submission indicated on the title page of referenced report. Client and Converse also agree to the following:

- Reliance must be authorized through Converse's standard reliance agreement.
- The party seeking reliance must agree to accept the same terms and conditions Client accepted.
- The third party must agree to abide by the same qualifications and limitation contained in any of Converse's instruments of professional service.
- Client and/or third party must pay a reliance fee of <u>\$1,000 (one thousand dollars)</u> that considers the additional administrative burdens, increased costs incurred and risk assumed by Converse.



Proposal – Limited Phase II Environmental Site Assessment Thompson Plant Extension Lot 10 North of Crestmore Road and 34th Street, Jurupa Valley, California February 5, 2024

## Closure

Thank you for this opportunity to be of service. Should you have questions regarding this proposal, please contact Norman Eke at 626-930-1260. If it is acceptable as written, please approve and forward one signed copy of this proposal to Converse's office.

Sincerely,

## **CONVERSE CONSULTANTS**

Michael Van Fleet, PG

Senior Geologist

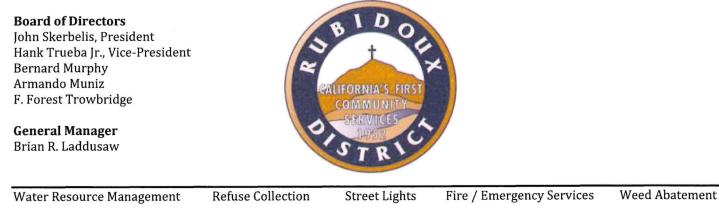
- Attch: General Conditions (GC99-1) Schedule of Fees (EP2024)
- Dist: 1/Addressee via Electronic Mail

Norman S. Eke Senior Vice President

## 8. ACTION / DISCUSSION ITEMS (continued)

C. **DM 2024-12**: Consider American Rescue Plan Act Utility Bill Assistance Grant Agreement with the City of Jurupa Valley

## **Rubidoux Community Services District**



## **DIRECTORS MEMORANDUM 2024-12**

February 15, 2024

- To: Rubidoux Community Services District Board of Directors
- Subject: Consider American Rescue Plan Act Utility Bill Assistance Grant Agreement with the City of Jurupa Valley

## BACKGROUND:

On March 21, 2021, President Biden signed the American Rescue Plan Act (ARPA) into law. The \$1.9 trillion package was intended to directly combat the COVID-19 pandemic and the resulting economic impacts. ARPA allocated \$350 billion towards the State and Local Fiscal Recovery Fund (SLFRF) as fiscal relief for state and local governments.

The City of Jurupa Valley ("City") received approximately \$28,077,013 in ARPA funding.

Based on the availability of ARPA-allocated funds, the City has decided to provide funding to subrecipients to further the purposes of ARPA. The City offered to enter into a subrecipient agreement with Rubidoux Community Services District ("District").

The purpose of this Agreement is to promote public health and address the negative economic impacts of the COVID-19 public health emergency by providing two-hundred eight thousand, nine hundred fifteen dollars (\$208,915) in ARPA funds to the District for utility account credits for Jurupa Valley residents within the District's service area.

During the COVID-19 Pandemic many customers of the District and other people in the City of Jurupa Valley were unable to pay all or portions of their water, sewer or trash bills or were otherwise adversely affected economically through loss of jobs, inability to work, need to care for ill family members, their own illness resulting from the COVID-19 Pandemic.

This Agreement will provide a means by which the City and the District can provide some financial assistance to those people in Jurupa Valley adversely affected by the COVID-19 Pandemic and customers of the District. This Agreement shall likely become effective on February 15, 2024 (the "Effective Date") and if approved shall terminate on December 31, 2026, subject to early termination under section 7 ("Term of Agreement").

Based upon the agreement, the City stipulates the District to apply the funds equally across all single-family residences.

Currently the District serves a total of 5,969 single residential customers within its service area. To ensure equitable distribution of the grant funds, it has been decided that each eligible customer will receive a utility account credit of \$35.00. This amount has been determined based on the available grant funds and the number of eligible customers served by the District.

The City decided that multi-unit properties will need to go through the City to receive assistance. This decision ensures that properties with multiple units are appropriately accounted for and that the grant funds are distributed efficiently and effectively. The City allocated funds for this purpose separately from this subrecipient agreement and outside the scope of the District's eligibility for use of the grant funds in the subrecipient agreement.

## **RECOMMENDATION**:

Staff recommends the Board of Directors consider authorizing the General Manager to:

- 1. Sign the American Rescue Plan Act Utility Bill Assistance Grant Agreement with the City of Jurupa Valley.
- 2. Allocate the funds once received in accordance with the Agreement.

Respectfully,

A

BRIAN R. LADDUSAW, CPA General Manager

Attach:

1. Draft American Rescue Plan Act Utility Bill Assistance Grant Agreement with the City of Jurupa Valley

## AMERICAN RESCUE PLAN ACT UTILITY BILL ASSISTANCE GRANT AGREEMENT

This AMERICAN RESCUE PLAN ACT GRANT AGREEMENT, is made and entered into as of February 15, 2024, between the CITY OF JURUPA VALLEY, a California municipal corporation (the "City"), and Rubidoux Community Services District, a community services district organized and operating pursuant to California Government Code Sections 61000 *et seq.* (the "Subrecipient"). In consideration of the purposes and terms of this Agreement, the parties agree as follows:

1. **Recitals**. The Parties agree that this Agreement is made with respect to the following facts and purposes:

A. On March 11, 2021, President Biden signed into law the American Rescue Plan Act of 2021 ("ARPA"). ARPA established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund, which together make up the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") program. ARPA provides for \$130.2 billion in funding for local governments to provide area-specific assistance to respond to and mitigate the negative effects of the COVID-19 Pandemic on their communities. The City will receive approximately \$28,077,013.00 in ARPA funding.

B. Based on the availability of ARPA-allocated funds, the City has decided to provide funding to the Subrecipient to further the purposes of the ARPA, as provided in this Agreement.

C. The purpose of this Agreement is to promote public health and address the negative economic impacts of the COVID-19 public health emergency by providing two-hundred eight thousand, nine hundred fifteen dollars (\$208,915) in ARPA funds to the Subrecipient for utility account credits for Jurupa Valley residents within the Subrecipient's service area.

D. Subrecipient provides water, sewer and trash services for people within a portion of the City of Jurupa Valley.

E. During the COVID-19 Pandemic many customers of Subrecipient and other people in the City of Jurupa Valley were unable to pay all or portions of their water, sewer or trash bills or were otherwise adversely affected economically through loss of jobs, inability to work, need to care for ill family members, their own illness resulting from the COVID-19 Pandemic.

F. This Agreement will provide a means by which the City and Subrecipient can provide some financial assistance to those people in Jurupa Valley adversely affected by the COVID-19 Pandemic and customers of the Subrecipient.

**2.** Term. This Agreement shall become effective on February 15, 2024 (the "Effective Date"] and shall terminate on December 31, 2026, subject to early termination under section 7 ("Term of Agreement").

**3. Grant of ARPA Funds.** The City shall disburse to the Subrecipient a total sum not to exceed providing two-hundred eight thousand, nine hundred fifteen dollars (\$208,915) in accordance with section 4 of this Agreement. The funds disbursed by the City under this Agreement are referred to as "ARPA funds." In no instance will the City be liable for any

payments or costs in excess of this amount, for any unauthorized or ineligible costs, or for costs incurred after the termination date described in Section 2.

4. **Disbursement of ARPA Funds.** The City will make payments to the Subrecipient of the ARPA Funds as follows:

A. Subrecipient shall file a written request with the City for disbursal of all or part of the ARPA Funds for Utility Account Credits which shall include a declaration that Subrecipient is ready to use the ARPA Funds for the Authorized activities. City shall disburse the ARPA Funds to Subrecipient for Utility Account Credits within fifteen (15) calendar days following this written request.

1) On a monthly basis, the Subrecipient shall provide the City with a written report on the progress made on the Authorized Activities in accordance with section 8(l) of this Agreement.

2) The City will notify the Subrecipient within fifteen (15) calendar days following receipt of its request and written report of any circumstances or data identified by the City that would cause withholding of approval and subsequent payment.

B. On a monthly basis, Subrecipient shall provide to City a detailed and properly documented invoice for reimbursement of allowable expenses in administering this Agreement as provided in Attachments A, Authorized Activities, and Attachment B, Approved Budget. The invoice shall include a detailed accounting of costs already incurred in sufficient detail for the City, in its opinion, to substantiate the costs.

5. Authorized Uses. The following terms apply to the Subrecipient's activities and expenditures related to this Agreement:

A. The Subrecipient may seek reimbursement solely for costs it incurs that are necessary to carry out the activities listed in Attachment "A" ("Authorized Activities") in accordance with the budget listed in Attachment "B" ("Approved Budget"). If a term included in Attachment "A" is stated as an obligation, then the Subrecipient is obligated to perform the term under this agreement.

B. The Subrecipient may seek reimbursement solely for eligible costs that it incurs between the Effective Date of this Agreement and December 31, 2026. If Subrecipient receives a refund or credit for any cost for which it received a payment of ARPA funds, Subrecipient shall return ARPA funds in an amount equal to the refund or credit to the City by check payable to the City and delivered to the City at the address shown in section 9 no later than ten (10) calendar days following receipt of such refund or credit, unless otherwise agreed to, in writing, by the City.

C. When incurring costs for which it will seek reimbursement under this Agreement, the Subrecipient is subject to the restrictions set forth in the ARPAA, as well as the Department of the Treasury's Final Rule, FAQs, Fact Sheet, and Compliance and Reporting Guidance (collectively the "ARPA Guidance"), as the Guidance may be amended from time to time. The ARPA Guidance can be found at <a href="https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds">https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds</a>.

D. Any costs that are determined by subsequent audit to be unallowable are subject to repayment by the Subrecipient to the City within sixty (60) calendar days unless the City approves in writing an alternative repayment plan.

E. The Subrecipient shall not use the ARPA funds to supplant funding provided by the City to the Subrecipient under any other agreement. The Subrecipient shall include a term in every grant subaward agreement and contract that prohibits the subrecipient or contractor from using ARPA funds to supplant funding provided by the City directly or indirectly to the subrecipient or contractor.

F. If the Subrecipient has received other ARPA funds from the City or any other entity, or has received other federal funds (e.g., Coronavirus Relief Act funds, payroll protection act loan, etc.), Subrecipient shall not use the ARPA funds awarded pursuant to this agreement to pay for direct or indirect costs already covered by the other federal funds or ARPA fund payments.

6. Books and Records. During the term of this Agreement and for five (5) years after the termination or expiration of this Agreement, the Subrecipient shall keep appropriate books, records, and accounts in connection with the ARPA funds and activities performed under this agreement and is subject to the following:

A. The Subrecipient shall maintain all records related to this agreement in accordance with generally accepted accounting practices, including the following records: (i) general ledger and subsidiary ledgers used to account for the receipt of ARPA funds and the disbursements of ARPA funds to meet eligible expenses; (ii) budget records for all fiscal years covered by this Agreement; (iii) payroll, time records, human resource records to support costs incurred for payroll expenses related to this agreement; (iv) receipts of purchases made related to this agreement; (v) contracts and subcontracts entered into using ARPA funds and all documents related to such contracts; (vi) grant subaward agreements entered into using ARPA funds and all documents related to such awards; (vii) all documentation of reports, audits, and other monitoring of contractors, subcontractors, the Subrecipient, and subrecipient; (viii) all documentation supporting the performance outcomes of contracts, subcontracts, grant subaward agreements, and this agreement; (ix) all internal and external email/electronic communications related to use of ARPA funds; and (x) all investigative files and inquiry reports involving payment of ARPA funds.

B. The Subrecipient shall make its books, records, and accounts (both those that relate to this Agreement and those that do not), employees, performance-related records, property, and equipment related to this Agreement available to the City, any independent auditor, the United States Department of the Treasury Office of Inspector General ("OIG"), and the Pandemic Relief Accountability Committee at all reasonable times so that the City, independent auditor, or OIG may determine whether the Subrecipient has complied with this Agreement. If the City requests, the Subrecipient shall obtain and provide to the City, at the Subrecipient's sole cost, an independent financial audit of the Subrecipient's use of the ARPA funds.

C. Upon demand by the City, given in accordance with section 9, the Subrecipient shall reimburse the City for all ARPA funds that the Accounting Manager, City Auditor, an independent auditor, or the OIG determines were expended for activities other than Authorized Activities in accordance with the ARPAA and the ARPA Guidance, with reimbursement to be by check payable to the City and delivered to the City at the address shown in section 9, Notice.

7. Termination. The City may terminate this Agreement if the City Manager determines that:

A. The Subrecipient has failed to perform, or has performed unsatisfactorily, any term of this Agreement, including failing to use the ARPA funds solely for Authorized Activities in accordance with the ARPA and the ARPA Guidance;

B. The Subrecipient has made (with or without knowledge) any material misrepresentation of any nature with respect to any information or statements furnished to City in connection with this Agreement; or

C. There is pending litigation with respect to the performance by Subrecipient of any of its duties or obligations under this Agreement that may materially jeopardize or adversely affect the undertaking of or the carrying out of the Authorized Activities.

8. Pass-through Entity and Subrecipient Requirements. The Subrecipient acknowledges that it is a pass-through entity and subrecipient as defined in title 2 of the Code of Federal Regulations ("CFR"), section 200.1. In connection with its activities and expenditures related to this agreement, the Subrecipient shall do the following:

A. The Subrecipient shall comply with all federal laws, regulations, and terms of the ARPA Guidance that apply to a pass-through entity and subrecipient of a subaward of an ARPA fund, if any, including the ARPA and the applicable provisions of the CFR, as set forth in the federal Assistance Listing No. 21.027;

B. Pursuant to 2 CFR 200.332, the Subrecipient's required subaward information is attached as Attachment "D".

C. The Subrecipient shall maintain a valid <u>SAM.gov</u> registration.

D. The Subrecipient shall comply with the applicable cost principles in title 2, CFR, Part 200, Subpart E and, to the extent required, costs must be reasonable, eligible, and allocable as provided in title 2, CFR, sections 100.404 and 200.405.

E. The Subrecipient shall not seek reimbursement for pre-award costs, as defined in title 2, CFR, section 200.458.

F. The Subrecipient shall comply with all laws and regulations, including title 2, CFR, Part 200, subpart D, when purchasing equipment or property.

G. The Subrecipient shall comply with the audit requirements in title 2, CFR, Part 200, Subpart F.

H. The Subrecipient shall comply with the provisions of title 24, CFR, Part 24, relating to the employment, engagement of services, awarding of contracts, or funding of any contractors or subcontractors during any period of debarment, suspension, or placement in ineligibility status.

I. The Subrecipient shall enter into a written contract when it purchases goods or services using ARPA funds. All procurement contracts using ARPA funds shall be consistent with the procurement standards set forth in title 2, CFR, sections 200.317 through 200.327, as applicable.

J. The Subrecipient shall not grant any subaward without the express written consent of the City.

K. On a monthly basis, the Subrecipient shall provide the City with a written report on the progress made on the Authorized Activities in a form approved by the City.

L. The Subrecipient shall provide the City with a closeout report that includes all the following: (i) total number of delinquent utility accounts resolved with the ARPA funds as well as the total dollar amount; (ii) the amount of each contract for the purchase of goods or services that is paid for in whole or in part with ARPA funds, if any; (iii) a copy of each contract for the purchase of goods or services that is paid for in whole or in part with ARPA funds, if any; (iii) a copy of each contract for the purchase of goods or services that is paid for in whole or in part with ARPA funds, if any; (iv) all information required to be reported under Attachment "A"; and (v) any other information that the City may request to demonstrate that the ARPA funds were used solely for Authorized Activities in accordance with the ARPA and the ARPA Guidance. The Subrecipient shall include with the report a certification that it used the ARPA funds solely for Authorized Activities in accordance with the ARPA and the ARPA funds funds solely for Authorized the Activities in accordance with the ARPA and the ARPA funds solely for Authorized the Activities in accordance with the ARPA and the ARPA funds solely for Authorized the Activities in accordance with the ARPA and the ARPA funds solely for Authorized the Activities in accordance with the ARPA and the ARPA funds solely for Authorized the Activities in accordance with the ARPA and the ARPA funds solely for Authorized the Activities in accordance with the ARPA and the ARPA funds solely for Authorized the Activities in accordance with the ARPA and the ARPA funds solely for Authorized the Activities in accordance with the ARPA and the ARPA funds solely for Authorized the final disbursement of ARPA funds under this Agreement.

9. Notices. Any notice, request, report or demand under this Agreement must be in writing and will be considered properly given and effective only when mailed or delivered in the manner provided by this section 9 to the persons identified below or their successors. A mailed notice, application, request, report, or demand will be effective or will be considered to have been given on the third calendar day after it is deposited in the United States Mail (certified mail), addressed as set forth below, with postage prepaid. A notice, application, request, report, or demand sent in any other manner will be effective or will be considered properly given when actually delivered. Any party may charge its address for these purposes by giving written notice of the change to the other party in the manner provided in this section.

If to the City:

City of Jurupa Valley 8930 Limonite Avenue Jurupa Valley, California 92509 Attn: Kevin Ryan, Project Manager

If to the Subrecipient:

Rubidoux Community Services District 3590 Rubidoux Blvd. Jurupa Valley, CA 92509 Attn: Brian Laddusaw

10. Indemnity. The Subrecipient shall defend, hold harmless and indemnify the City, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by the City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (collectively, "Liabilities"), including Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other

economic damages, or regulatory penalties, arising out of or in any way related to this Agreement, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment, except that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of the City, its agents, servants, or independent contractors who are directly responsible to City, except when such agents, servants, or independent contractors are under the direct supervision and control of the Subrecipient. The Subrecipient's indemnifications and obligations under this section shall survive the expiration or termination of this agreement.

11. Conflicts of Interest. The Subrecipient, its officers, directors, employees, agents, and subcontractors shall not have or acquire any interest, directly or indirectly, that creates an actual or apparent conflict with the interests of the City or that in any way hinders the Subrecipient's performance under this agreement. The Subrecipient shall disclose, in writing to the City, any potential conflict of interest affecting the awarded funds in accordance with title 2, CFR, section 200.112 and must maintain a conflict of interest policy consistent with title 2, CFR, section 200.318, subsection (c).

## 12. Prohibition of Expending State or Federal Funds for Lobbying.

A. The Subrecipient certifies, to the best of its knowledge or belief, that:

1) No federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Agreement, the Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this agreement was entered into. This certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. The Subrecipient also agrees, by signing this Agreement, that it will require that the language of this certification be included in all lower tier contracts and subawards that exceed \$100,000, and that all such subcontractors and subrecipient shall certify and disclose accordingly.

D. The Subrecipient certifies or affirms the truthfulness and accuracy of each statement of its certification and any disclosure. In addition, the Subrecipient understands and

agrees that the provisions of Chapter 38 of title 31 of U.S. Code, Administrative Remedies for False Claims and Statements, apply to this certification and any disclosure.

**13. Drug-free Certification.** By signing this Agreement, the Subrecipient hereby certifies under penalty of perjury under the laws of the State of California that the Subrecipient will comply with the requirements of title 31, CFR, Part 20 (Government-wide Requirements for Drug-Free Workplace) and the Drug-Free Workplace Act of 1990 (<u>Cal. Gov</u>. Code, §§ 8350, et seq.).

14. Environmental Compliance. The Subrecipient shall comply with all generally applicable federal environmental laws and regulations, including but not limited to the Clean Air Act (42 U.S.C. §7401 *et seq.*), the Federal Water Pollution Control Act (33 U.S.C. §1251 *et seq.*), Executive Order 11738, all Environmental Protection Agency ("EPA") Regulations (title 40, CFR) and all applicable standards, orders or regulations issued pursuant thereto. The Subrecipient agrees to report any violation of these statutes and regulations to the City and understands and agrees that the City will, in turn, report each violation, as required, to assure notification to the appropriate federal agency and EPA Regional Office.

**15.** Uniform Relocation Assistance and Real Property Acquisitions. The Subrecipient shall comply with the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations, to the extent applicable.

16. Hatch Act. Any Subrecipient that is a public agency shall comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limits certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal funds.

17. False Claims. The Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

18. Labor Standards. The Subrecipient shall comply with the Contract Work Hours and Safety Standards Act and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those act apply to the performance of this Agreement. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wages requirements of this part. Such documentation shall be made available to the City for review upon request.

**19. Publications.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

**20. Protections For Whistleblowers.** In accordance with section 4712 of title 41 of the U.S. Code, the Subrecipient may not discharge, demote, or otherwise discriminate against any employee in reprisal for disclosing an information the employee reasonably believes is evidence of gross mismanagement of this Agreement, a gross waste of federal funds, an abuse of authority related to this Agreement, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to this agreement. Subrecipient shall inform its employees, in

writing, of the rights and remedies provided to them under this section in the predominant native language of the workforce.

**21.** Licensure. The Subrecipient certifies that it shall hold all applicable licenses and/or certifications required by Subrecipient's profession and maintain them throughout the term of this Agreement, and that the Subrecipient's performance shall meet the standards of licensure/certification.

22. Independent Contractor. The Subrecipient understands that it is an independent contractor, not an employee of the City, and is not eligible for any employee benefits, including but not limited to unemployment, health/dental insurance, worker's compensation, vacation or sick leave.

Prevailing Wage. If any of the activities listed in Attachment "A" are subject to the 23. prevailing wage requirements under section 1720 et seq. of the California Labor Code, then the Subrecipient shall require its contractor and subcontractors to adhere to those requirements, including the following: contracts between the contractor and subcontractors must include provisions requiring the payment of prevailing wage; the contractor shall monitor subcontractors' payment of prevailing wage by periodically reviewing certified payroll records and diligently taking corrective action if the subcontractors fail to pay prevailing wage; contractor and subcontractors shall maintain certified payroll records and time records. The contractor to whom a contract is awarded, and any subcontractor under such contractor, shall not pay less than the specified prevailing wage; contractor and subcontractors are subject to penalties for violations of prevailing wage provisions. The Subrecipient shall indemnify, hold harmless, and defend the City from all additional wages, benefits, fees, damages, penalties, fines, legal fees, court costs, arbitration costs, and other costs arising from the Subrecipient's or its contractor's improper application of California's prevailing wage laws to the activities listed in Attachment "A". If all applicable labor compliance requirements are not met, then upon demand by the City, given in accordance with section 9, the Subrecipient shall reimburse the City for all ARPA funds spent on construction or related services, in whole or in part, with reimbursement to be by check payable to the City and delivered to the City at the address shown in section 9.

## 24. Miscellaneous.

A. *Assignment.* The Subrecipient may not assign or otherwise transfer this Agreement or any interest in it without the City's written consent, which the City may grant or deny in its sole discretion. An assignment or other transfer made contrary to this section is void.

B. *Successors and Assigns.* This Agreement binds and inures to the benefit of the successors and assigns of the parties. This section does not constitute the City's consent to any assignment of this agreement or any interest in this Agreement.

C. *Interpretation*. This agreement is to be interpreted and applied in accordance with California law.

D. *Attachments*. Attachments "A", "B", "C", and "D" are attached hereto and incorporated herein as though set forth in full.

E. *Waiver of Breach.* A party's failure to insist on strict performance of this agreement or to exercise any right or remedy upon the other party's breach of this Agreement will not constitute a waiver of the performance, right, or remedy. A party's waiver of the other party's breach of any term or provision in this Agreement is not a continuing waiver or a waiver of any subsequent breach of the same or any other term or provision. A waiver is binding only if set forth in writing and signed by the waiving party.

F. *Severability.* If a court with jurisdiction rules that any nonmaterial part of this Agreement is invalid, unenforceable, or contrary to law or public policy, then the rest of this Agreement remains valid and fully enforceable.

G. *Counterparts.* The parties may sign this Agreement in counterparts, each of which is considered an original, but all of which constitute the same Agreement. Facsimiles, pdfs, and photocopies of signature pages of the Agreement have the same binding effect as originals.

H. Time of Essence. Time is of the essence in performing this Agreement.

Compliance with all Laws, Requirements, and Orders. The Subrecipient shall I. comply with all applicable laws, regulations, orders of public officials, and requirements in connection with this Agreement, including all non-discrimination and equal opportunity laws to ensure that Subrecipient does not deny benefits or services or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with Title VI of the Civil Rights Act of 1964, Public Law 88-352, title 42 of the U.S. Code, sections 2000d et seq., and the Department's implementing regulations, title 31, CFR, part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, title 29 of the U.S. Code, section 794; Title IX of the Education Amendments of 1972 (Title IX), title 20 of the U.S. Code, sections 1681 et seq., and the Department's implementing regulations, title 31, CFR, part 28; Age Discrimination Act of 1975, Public Law 94-135, title 42 of the U.S. Code, sections 6101 et seq., and the Department implementing regulations at title 31, CFR, part 23 and title 28, CFR. part 42. As a condition of receiving ARPA funds, the Subrecipient further provides the assurances set forth in Attachment "C" to this Agreement.

J. *Authority to Sign.* The persons signing this Agreement on Subrecipient's behalf represents that he or she is authorized to do so and that no further action beyond his or her signature is required to bind Subrecipient to this Agreement. City shall have no obligations whatsoever under this Agreement, unless and until this Agreement is executed by the City Manager or the City Manager's authorized designee.

K. *Tax Implications and Consequences.* The City makes no representations as to the tax consequences associated with the disbursement of ARPA funds related to this agreement, and any determination related to this issue is the sole responsibility of the Subrecipient. Subrecipient acknowledges consulting with its own tax advisors or tax attorneys regarding this transaction or having had an opportunity to do so prior to signing this Agreement. Subrecipient acknowledges the City cannot provide advice regarding the tax consequences or implications of the ARPA funds disbursed to Subrecipient under the terms of this Agreement.

L. *Integration and Modification.* This Agreement sets forth the parties' entire understanding regarding the matters addressed above and is intended to be their final, complete, and exclusive expression of those matters. It supersedes all prior or contemporaneous Agreements,

representations, and negotiations-written, oral, expressed, or implied-and may be modified only by another written Agreement signed by both parties.

[signature page follows]

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement in duplicate on the day and year first above written.

,

**CITY OF JURUPA VALLEY**, A Municipal Corporation of the State of California

Rod B. Butler City Manager

ATTEST:

Victoria Wasko, CMC City Clerk

APPROVED AS TO FORM:

Peter M. Thorson, City Attorney

## **RUBIDOUX COMMUNITY SERVICES DISTRICT**

General Manager

ATTEST:

District Secretary

APPROVED AS TO FORM:

,

General Counsel

## ATTACHMENT "A"

## **APPROVED ACTIVITIES**

- RCSD acting as a Subrecipient of ARPA funds awarded to the City of Jurupa Valley will distribute a rebate to their customers.
- As of the drafting of this agreement RCSD had a total of 5,969 customers.
- RCSD will provide a rebate to each customer in the amount of \$35.00 For a total dollar amount of \$208,915

Administrative Expenses

- No Administrative costs are anticipated
- The amount of ARPA funds to be processed by RCSD for Utility Rate Payback Program Administration shall not exceed providing two-hundred eight thousand, nine hundred fifteen dollars (\$208,915).

## ATTACHMENT "B"

## **APPROVED BUDGET**

Utility Account Credits:

• The amount of ARPA funds to be processed by RCSD for Utility Rate Payback Program Administration shall not exceed providing two hundred-eight thousand, nine hundred fifteen dollars (\$208,915).

Administrative Expenses:

• No Administrative costs are anticipated.

### ATTACHMENT "C"

### ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated in this Attachment "C". The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's programs funded under this Agreement.

- Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at title 31, CFR, Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
- 2. The Subrecipient shall comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of Secretary of Labor, as applicable. The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the City and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders. The Subrecipient shall include the provisions of this section in every sub-agreement or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-agreement or vendor.
- 3. During the performance of this agreement, the Subrecipient shall not discriminate against any employee or applicant for employment because of age, race, creed, sex, color, or national origin. The Subrecipient will, in all solicitation of advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, sex, or national origin. The Subrecipient shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their age, race, creed, sex, color, or national origin. Such action shall include, without limitation, the following: employment, upgrading, demotion, or transfer; rates of pay of other forms of compensation; and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places,

available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

- 4. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). The Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, the Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.
- 5. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <u>http://www.lep.gov</u>.
- 6. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the term of this agreement.
- 7. Subrecipient acknowledges and agrees that it must require any sub-Subrecipients, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-6 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-Subrecipients, contractors, subcontractors, successors, transferees, and assignees:

The sub-Subrecipient, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

8. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the

federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.

- 9. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.
- 10. Subrecipient shall maintain a complaint log and inform the City of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the City if Subrecipient has received no complaints under Title VI.
- 11. In its monthly reporting, Subrecipient must provide documentation of any determination by an administrative agency or court finding non-compliance with Title VI and Subrecipient's efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement to the City. In the absence of such disclosures, Subrecipient is certifying that it has not been the subject of any court or administrative agency finding of discrimination.
- 12. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this agreement. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-Subrecipients.
- 13. The United States of America has the right to seek judicial enforcement of the terms of this Attachment "C", and nothing in this Agreement alters or limits the federal enforcement measures that the United States may take in order to address violations of this agreement or applicable federal law.

## ATTACHMENT "D"

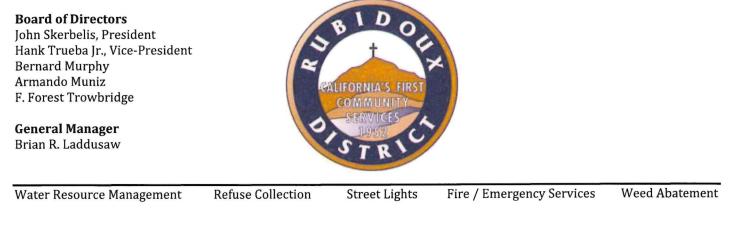
## SUBRECIPIENT (SUBRECIPIENT) SUBAWARD INFORMATION

1	Subrecipient Name (which must match registered name in DUNS):	
2	Subrecipient's unique entity identifier:	
3	TIN (Tax Identification No)	
4	Legal Business Name	
5	Address of Business	
6	Point of Contact Email	
7	Is your business/agency registered in SAM.gov	
8	In the prior fiscal year did your company receive 80% or more of its annual gross revenue from Federal Funds?	
9	In the prior fiscal year did your company receive \$25 Million or more of its annual gross revenue from federal funds?	
10	If YES to 8 or 9 above. Is the total compensation for the organizations five highest paid officers publicly listed or otherwise listed in SAM.gov?	
11	If YES to 8 or 9 and NO to 10 please list your 5 highest paid officers, if less than 5 please disregard.	a. b. c. d. e

## 8. ACTION / DISCUSSION ITEMS (continued)

D. DM 2024-13: Consider California Special District Association Board of Directors Election Call for Nomination, Seat A – Southern Network For Term 2025-2027

## **Rubidoux Community Services District**



### **DIRECTORS MEMORANDUM 2024-13**

February 15, 2024

- To: Rubidoux Community Services District Board of Directors
- Subject: Consider California Special District Association Board of Directors Election Call for Nomination, Seat A – Southern Network For Term 2025-2027

### BACKGROUND:

Rubidoux Community Services District ("District") is a member of the California Special Districts Association ("CSDA"). CSDA is a not-for-profit association that was formed in 1969 to promote good governance and improve core local services through professional development, advocacy, and other services for all types of independent special districts.

It has a membership of over 1,000 organizations throughout California representing all types of independent special districts including irrigation, water, park and recreation, cemetery, fire, police protection, library, utility, harbor, healthcare, and community services districts. CSDA provides education and training, insurance programs, legal advice, industry-wide litigation and public relations support, legislative advocacy, capital improvement and equipment funding, collateral design services, and, most importantly, current information that is crucial to a special district's management and operational effectiveness.

District staff received correspondence from CSDA indicating CSDA's call for nominations for CSDA Board of Directors Seat A.

CSDA governance involves a Board of Directors comprised of six networks with three seats for each network. The networks are geographic areas within the state of California. The District is in the Southern Network. The three representative Board of Director members for each network are on staggered three-year terms. Seat A for the Southern Network has an expiring term, thus the call by CSDA for nominations to fill this position. The seat is currently filled by Jo MacKenzie – Director of Vista Irrigation District. Included in the correspondence received from CSDA was her intention of running for re-election for Seat A, Southern Section. The other two

Southern Network Directors not currently up for re-election are Don Bartz – GM of Phelan Pinon Hills CSD, and Arlene Schafer – Board Vice-President of Costa Mesa Sanitary District.

If any of the District's Board Members are interested in submitting to CSDA for the election to fill the upcoming three-year term for Seat A, Southern Network, it is suggested the following schedule and actions be followed:

- February 15, 2024 (tonight):
  - A. Deliberate and determine which Director or Directors, if any, are interested in being considered for the CSDA Seat A Southern Network Board of Directors seat.
  - B. If multiple Directors are interested, select a preferred candidate.
  - C. Direct staff to prepare Resolution for nomination of preferred candidate.
- ▶ <u>March 7, 2024</u>:
  - A. Consider and adopt resolution for preferred candidate.
  - B. Allow preferred candidate to complete candidate information sheet.
  - C. Direct staff to submit resolution and candidate information sheet to appropriate CSDA staff.

When considering your interest, please note the commitment and expectations of a CSDA Board of Director:

- Attend all Board meetings, usually 4-5 meetings annually, at the CSDA office in Sacramento.
- Participation in at least one committee, meets 3-5 times a year at the CSDA office in Sacramento.
- Attend, at minimum, the following CSDA annual events: Special District Legislative Days held in the spring, and the CSDA annual conference held in the fall.
- Complete all four modules of CSDA's Special District Leadership Academy within 2 years of being elected.

CSDA's deadline is April 10, 2024, for receipt of candidate nominations. Voting will begin June 10, 2024, and end July 26, 2024. The successful candidate will be notified no later than July 30, 2024, with all new CSDA Board Members introduced at the Annual CSDA Conference in Indian Wells, CA in September 2024.

The attached correspondence from the CSDA dated February 5, 2024, goes into more details regarding the process. It is recommended the Board review this in preparation of consideration of nominating a Director on February 15, 2024.

#### **<u>RECOMMENDATION</u>**:

Staff recommends the Board of Directors consider the following:

- 1. Deliberate and select preferred candidate for nomination.
- 2. Direct staff to prepare resolution with preferred candidate for consideration on March 7, 2024, at the regularly scheduled Board of Directors meeting.

Respectfully,

BRIAN R. LADDUSAW, CPA General Manager

Attachment(s):

- 1. CSDA Correspondence dtd February 5, 2024 CSDA Board of Directors Call for Nominations Seat A
- 2. 2024 Board Election Timeline
- 3. 2024 CSDA Board of Directors Nomination Form
- 4. 2024 CSDA Board Candidate Information Sheet
- 5. CSDA District Networks Map

CISIDIA	California Special Districts Association Districts Stronger Together
DATE:	February 5, 2024
TO:	CSDA Voting Member Presidents and General Managers
FROM:	CSDA Elections and Bylaws Committee
SUBJECT	: CSDA BOARD OF DIRECTORS CALL FOR NOMINATIONS SEAT A

The Elections and Bylaws Committee is looking for Independent Special District Board Members or their General Managers who are interested in leading the direction of the California Special Districts Association for the 2025 - 2027 term.

The leadership of CSDA is elected from its six geographical networks. Each of the six networks has three seats on the Board with staggered 3-year terms. Candidates must be affiliated with an independent special district that is a CSDA Regular Member in good standing and located within the geographic network that they seek to represent. (See attached CSDA Network Map)

The CSDA Board of Directors is the governing body responsible for all policy decisions related to CSDA's member services, legislative advocacy, professional development, and other resources for members. The Board of Directors is crucial to the operation of the Association and to the representation of the common interests of all California's special districts before the Legislature and the State Administration. Serving on the Board requires one's interest in the issues confronting special districts statewide.

#### **Commitment and Expectations:**

- Attend all Board meetings, usually 4-5 meetings annually, at the CSDA office in Sacramento.
- Participate on at least one committee, meets 3-5 times a year at the CSDA office in Sacramento.

(CSDA reimburses Directors for their related expenses for Board and committee meetings as outlined in Board policy).

- Attend, at minimum, the following CSDA annual events: Special Districts Legislative Days held in the spring, and the CSDA Annual Conference - held in the fall. (CSDA does **not** reimburse expenses for the two conferences even if a Board or committee meeting is held in conjunction with the event)
- Complete all four modules of CSDA's Special District Leadership Academy within 2 years of being elected.

(CSDA does **not** reimburse expenses for the Academy classes even if a Board or committee meeting is held in conjunction with the event).

Nomination Procedures: Any Regular Member district in good standing is eligible to nominate one person, a board member or managerial employee (as defined by that district's Board of Directors), for election to the CSDA Board of Directors. A copy of the member district's resolution or minute action and Candidate Information Sheet must accompany the nomination. The deadline for receiving nominations is April 10, 2024. Nominations and supporting documentation may be mailed or emailed.

Mail: 1112 I Street, Suite 200, Sacramento, CA 95814 Fax: 916.442.7889 E-mail: amberp@csda.net

# Once received, nominees will receive a candidate's letter. The letter will serve as confirmation that CSDA has received the nomination and will also include campaign guidelines.

CSDA will begin electronic voting on June 10, 2024. All votes must be received through the system no later than 5:00 p.m. July 26, 2024. The successful candidates will be notified no later than July 30, 2024. All selected Board Members will be introduced at the Annual Conference in Indian Wells, CA in September 2024.

#### Expiring Terms (See enclosed map for Network breakdown)

Northern NetworkSeat A – Greg Orsini, Director, McKinleyville Community Services District\*Sierra NetworkSeat A – Noelle Mattock, El Dorado Hills Community Services District\*Bay Area NetworkSeat A – Chad Davisson, General Manager, Ironhouse Sanitary District\*Central NetworkSeat A – Patrick Ostly, General Manager, North of River Sanitary District\*Coastal NetworkSeat A – Elaine Magner, Director, Pleasant Valley Recreation & Park District\*Southern NetworkSeat A – Jo MacKenzie, Director, Vista Irrigation District\*(\* = Incumbent is running for re-election)

CSDA will be using a web-based online voting system allowing your district to cast your vote easily and securely. *Electronic Ballots will be emailed to the main contact in your district June 10, 2024.* All votes must be received through the system no later than 5:00 p.m. July 26, 2024.

Districts can opt to cast a paper ballot instead; but you must contact Amber Phelen by e-mail amberp@csda.net by April 10, 2024 in order to ensure that you will receive a paper ballot on time.

CSDA will mail paper ballots on June 10, 2024 per district request only.

If you have any questions, please contact Amber Phelen at amberp@csda.net.



California Special Districts Association Districts Stronger Together

Agenda Item:	4 - Establish 2024 Board Elections Timeline	
Item Type:	Discussion/Action	
Submitted By:	Amber Phelen, Management Analyst	
Presented By:	Neil McCormick, Chief Executive Officer	
Strategic Plan Reference:	1. Association Governance; 7. Management/Administration	

#### BACKGROUND:

The nomination process for the 2024 CSDA Board of Directors, Seat A election is quickly approaching. CSDA Bylaws direct that the Election & Bylaws Committee shall set the timeline for elections each year. Below is a staff recommended timeline for the nomination and election process that complies with the noticing periods outlined in the CSDA bylaws. The timeline works backwards from the CSDA Annual Conference start date which is September 9, 2024 this year.

February 5	<b>Nomination applications mailed and emailed out</b> 125 days to election start on June 9; bylaws requirement = at least 120 days.
April 10	<b>Nomination application deadline</b> 61 days to election start; bylaws requirement = at least 60 days prior to election.
April 20	Nomination application deadline – Coastal Network Per CSDA Bylaws, the deadline shall be extended by 10 days in a Network where there is no incumbent re-running.
June 10	Electronic ballot voting begins – current Regular Members
July 26	<b>Deadline to receive electronic ballots - current Regular Members</b> 45 days until conference; bylaws requirement = at least 45 days.
July 29 or 30	Count ballots and inform candidates of win/loss

#### FISCAL IMPACT:

None at this time.

#### STAFF RECOMMENDATION:

Staff recommends a motion to approve the 2024 CSDA Board of Directors, Seat A regular election timeline as presented.



California Special Districts Association Districts Stronger Together

Agenda Item:	5 – Review & Approve 2024 Election Materials	
Item Type:	Discussion/Action	
Submitted By:	Amber Phelen, Management Analyst	
Presented By:	Neil McCormick, Chief Executive Officer	
Strategic Plan Reference:	1. Association Governance; 7. Management/Administration	

#### BACKGROUND:

Attached is a draft of the nomination letter, form, and candidate information sheet which would be sent out to CSDA voting members in good standing for all six Networks as part of the 2024 CSDA Board of Directors, Seat A election.

Additionally, the background information that will be mailed with the ballots is included. A current list of Board Members and their terms are also attached. Seat A Board Members are up for reelection.

#### FISCAL IMPACT:

The annual CSDA Board election process is a 2024 budgeted item.

#### STAFF RECOMMENDATION:

Staff recommends a motion to approve the 2024 CSDA Board of Directors, Seat A election nomination letter, nomination form, candidate information sheet, and ballot letter to be sent to all voting Regular CSDA Members in good standing.



## 2024 BOARD OF DIRECTORS NOMINATION FORM

Name of Candidate:	
District:	
Mailing Address:	
Network:	
Telephone:	ГЕ)
Fax:	
E-mail:	
Nominated by (optional):	

### Return this <u>form, a Board resolution/minute action supporting the candidate, and</u> <u>Candidate Information Sheet</u> by mail or email to:

CSDA Attn: Amber Phelen 1112 I Street, Suite 200 Sacramento, CA 95814 (877) 924-2732

#### amberp@csda.net

### DEADLINE FOR RECEIVING NOMINATIONS:

April 10, 2024 at 5:00 p.m.



## 2024 CSDA BOARD CANDIDATE INFORMATION SHEET

The following information MUST accompany your nomination form and Resolution/minute order:

Name:

District/Company: \_\_\_\_\_

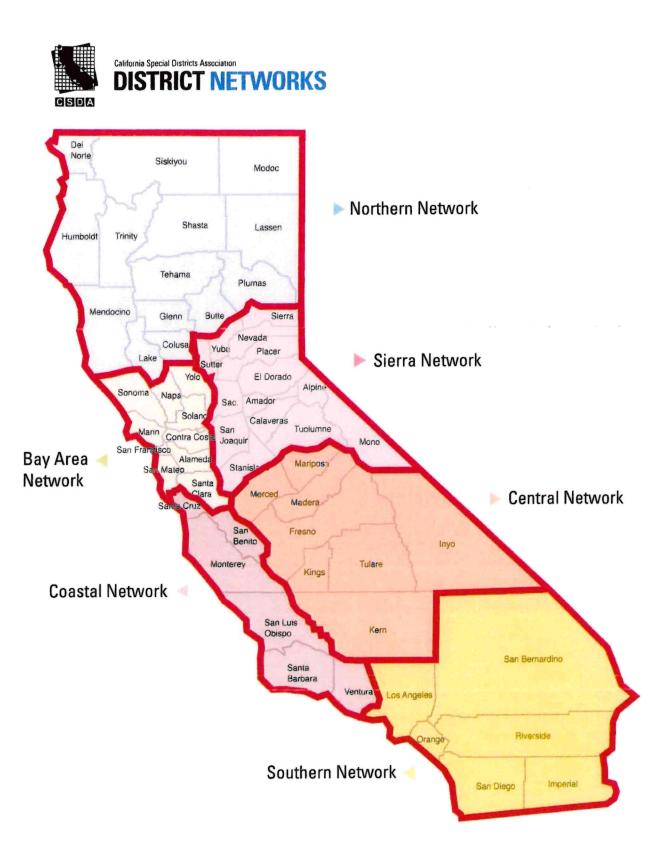
Title:

Elected/Appointed/Staff:

Length of Service with District:

- 1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):
- 2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):
- 3. List local government involvement (such as LAFCo, Association of Governments, etc.):
- 4. List civic organization involvement:

\*\*Candidate Statement – Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. Any statements received in the CSDA office after the nomination deadlines will not be included with the ballot.



## 9. DIRECTORS COMMENTS AND REQUEST

## 10. NEXT MEETING

Thursday, March 7, 2024, at 4:00 p.m.

# 11. ADJOURNMENT