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**CHINO BASIN WATER CONSERVATION DISTRICT  
REGULAR BOARD MEETING AGENDA**

**MONDAY, APRIL 8, 2024, AT 2:00 P.M.**

**BOARD ROOM  
4594 SAN BERNARDINO STREET  
MONTCLAIR, CA 91763**

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**OUR MISSION**

*Protecting and replenishing our regional groundwater supply since 1949.*

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**BOARD OF DIRECTORS**

**Mark Ligtenberg, President**

**Kati Parker, Vice President**

**Gil Aldaco, Treasurer**

**Teri Layton, Director**

**Amanda Coker, Director**

**Hanif Gulmahamad, Director**

**Ryan Sonnenberg, Director**

**GENERAL MANAGER**

**Elizabeth Willis**

**LEGAL COUNSEL**

**Lee McElhaney**

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**NOTICES**

**PUBLIC COMMENTS:** Those interested in participating during the Public Comment period or public testimony period for Public Hearings of the Board meetings, may do so in person the day of the meeting, or by contacting Brandon Yoshida, Board Clerk, via email at [byoshida@cbwcd.org](mailto:byoshida@cbwcd.org) at least two hours prior to the start of the meeting. Speakers will be required to sign in and each person's name will be called in the order received.

**AMERICANS WITH DISABILITIES ACT:** The Chino Basin Water Conservation District complies with the Americans with Disabilities Act and amendments thereto. If you require special assistance to participate in this meeting or if you desire a copy of the Agenda in an alternate format, please contact the District office at (909) 626-2711 at least 72 hours prior to the advertised starting time of the meeting.

**AGENDA MATERIALS:** The agenda and/or agenda packet are available for public inspection at District's website at: <https://cbwcd.org/agendas/>.

**INVOCATION****CALL TO ORDER AND FLAG SALUTE****ROLL CALL****ADDITIONS OR CHANGES TO THE AGENDA**

In accordance with Section 54954.2 of the Government Code (Brown Act), a two-thirds vote (or unanimous vote if less than two-thirds are present), is required to add an item for action, provided that there is a need to take immediate action and that the need for action came to the attention of the agency after the agenda was posted.

**PUBLIC COMMUNICATIONS**

This is the time and place for the general public to address the Board of Directors. Due to Brown Act requirements, action will not be taken on any issues not on the Agenda; however, the Board of Directors may refer comments and concerns to staff or request the item be placed on a future agenda. In accordance with District Resolution No. 2020-05: Decorum During Public Meetings, each speaker shall be allotted five (5) minutes of time to address the Board.

**CONSENT CALENDAR**

At this time, members of the public may present testimony as to why an item should be removed from the Consent Calendar for separate discussion. Unless a member of the public or a Director request that an item be removed from the Consent Calendar, all items will be acted upon as a whole and approved in a single motion and vote. Items removed from the Consent Calendar will be acted upon separately.

**1. APPROVE MEETING MINUTES: REGULAR BOARD MEETING OF MARCH 11, 2024; AND PERSONNEL COMMITTEE MEETING OF MARCH 27, 2024**

**Recommendation:** It is recommended that the Board of Directors:

1. Approve Meeting Minutes: Regular Board Meeting of March 11, 2024; and Personnel Committee Meeting of March 27, 2024.

**2. APPROVE 1234 DIRECTOR TRAVEL, TRAINING, AND MEETING REPORT**

**Recommendation:** It is recommended that the Board of Directors:

1. Approve the Director Travel, Training, and Meeting Report, reflecting business-related expenses incurred by the District.

**3. APPROVE 1234 DIRECTOR COMPENSATION & REIMBURSEMENT REPORT**

**Recommendation:** It is recommended that the Board of Directors:

1. Approve the Compensation and Reimbursement Report.

**4. FINANCIAL REPORTS FOR FEBRUARY 2024**

**Recommendation:** It is recommended that the Board of Directors:

1. Approve the financial reports for February 2024.

**5. INTRODUCTION AND FIRST READING OF ORDINANCE NO. 2024-01, AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE CHINO BASIN WATER CONSERVATION DISTRICT, ADOPTING A POLICY PROHIBITING CAMPING ON DISTRICT OWNED PROPERTIES**

**Recommendation:** It is recommended that the Board of Directors:

1. Introduce and conduct first reading, by title only, Ordinance No. 2024-01, an Ordinance of the Board of Directors of the Chino Basin Water Conservation District, adopting a policy prohibiting camping on District owned properties.

**DISCUSSION ITEMS**

**6. APPROVE UPDATED DISTRICT POLICY NO. 48 – CELL PHONE USAGE AND STIPEND**

**Recommendation:** It is recommended that the Board of Directors:

1. Review, discuss, and approve District Policy No. 48 – Cell Phone Usage and Stipend, effective April 8, 2024; and,
2. Direct staff to update the District’s Policy and Procedures Manual.

**7. APPROVE UPDATED DISTRICT POLICY NOS. 30, 30-2 – 30-6, 38, AND 39**

**Recommendation:** It is recommended that the Board of Directors:

1. Review, discuss, and approve District Policy Nos. 30, 30-2 – 30-6, 38, and 39, effective April 8, 2024; and,
2. Direct staff to update the District’s Policy and Procedures Manual.

**8. APPROVE THE RETROACTIVE PAY TO ADMINISTRATIVE ASSISTANT II POSITION FOR DUTIES PERFORMED OUTSIDE OF CLASSIFICATION**

**Recommendation:** It is recommended that the Board of Directors:

1. Review, discuss, and approve the retroactive pay “Option A” for the Administrative Assistant II position for duties performed outside of classification, effective April 8, 2024, as recommended by the Personnel Committee.

**9. ELECTION MARKETING PLAN FOR THE NOVEMBER 2024 GENERAL ELECTION**

**Recommendation:** It is recommended that the Board of Directors:

1. Review, discuss, and provide feedback on the election marketing plan for the November 2024 General Election.

**10. AWARD PROFESSIONAL SERVICES AGREEMENT NO. 2024-02 TO 19SIX ARCHITECTS IN THE AMOUNT OF \$124,900, FOR THE DESIGN AND ENGINEERING ENHACEMENTS TO THE DISTRICT OUTDOOR AMPHITHEATER**

**Recommendation:** It is recommended that the Board of Directors:

1. Review, discuss, and approve the awarding of a professional services agreement to 19Six Architects in the amount of \$124,900, for the design and engineering enhancements to the District Outdoor Amphitheater.

**INFORMATIONAL ITEMS**

**11. STATE WATER ALLOCATION INFORMATIONAL UPDATES**

**DIRECTOR ORAL REPORTS:** This is the time and place for the Board of Directors to report on any items of interest. Upon request by an individual Director, the Board may choose to take action on any of the subject matters listed below.

- President Ligtenberg
- Vice President Parker
- Treasurer Aldaco
- Director Layton
- Director Coker
- Director Gulmahamad
- Director Sonnenberg

**STAFF ORAL REPORTS**

- General Manager/Secretary Report
- Legal Counsel Report

**CLOSED SESSION**

Legal Counsel shall provide a briefing on the item listed for Closed Session as follows:

**12. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

Government Code Section 54956.9(d)(1)  
KAISER FOUNDATION HEALTH PLAN, INC., et al. vs. CHINO BASIN WATER CONSERVATION DISTRICT; and DOES 1 through 10, inclusive



San Bernardino Superior Court Case No.: CIVDS 1933655

**13. PUBLIC EMPLOYEE PERFORMANCE REVIEW**

Government Code Section 54957

Title: General Manager

**14. CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION**

Government Code Section 54956.9(d)(1)

Significant Exposure to Litigation

Number of Cases: 1

**ADJOURNMENT**

The Board of Directors will adjourn to the next **Regular Board Meeting of the Chino Basin Water Conservation District on Monday, May 13, 2024, at 2:00 p.m.**

I, Brandon Yoshida, Board Clerk of the Chino Basin Water Conservation District, do hereby certify that a copy of this agenda has been posted at the District Headquarters, located at 4594 San Bernardino Street, Montclair, CA 91763 and on the District's website by 2:00 p.m. on April 5, 2024.

*Brandon Yoshida*

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Brandon Yoshida, Board Clerk



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CHINO BASIN

**Water  
Conservation  
District**

**ITEM NO. 1**

**APPROVE MEETING MINUTES: REGULAR BOARD OF DIRECTORS MEETING OF MARCH 11, 2024,  
AND PERSONNEL COMMITTEE MEETING OF MARCH 27, 2024.**




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**CHINO BASIN WATER CONSERVATION DISTRICT  
REGULAR BOARD MEETING MINUTES**

**MONDAY, MARCH 11, 2024, AT 2:00 P.M.**

**BOARD ROOM  
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**GENERAL MANAGER**

**Elizabeth Willis**

**LEGAL COUNSEL**

**Lee McElhaney**

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**INVOCATION**

*President Ligtenberg led the invocation.*

**CALL TO ORDER AND FLAG SALUTE**

*President Ligtenberg called the meeting to order at 2:07 p.m. and led the flag salute.*

**ROLL CALL**

*President Mark Ligtenberg, Vice President Kati Parker, Treasurer Gilbert Aldaco, Directors Teri Layton, Amanda Coker, Hanif Gulmahamad, and Ryan Sonnenberg were present.*

*General Manager Elizabeth Willis, Administrative Services Manager Alicia Fernandez, Facilities & Operations Manager Dave Schroeder, Community Programs Manager Maia Dean, Board Clerk Brandon Yoshida, and Legal Counsel Lee McElhaney were present.*

**ADDITIONS OR CHANGES TO THE AGENDA**

*General Manager Willis confirmed there were no additions or changes to the agenda.*

**PUBLIC COMMUNICATIONS**

*President Ligtenberg opened the Public Comment Period. Cassandra Lopez and Judith Taylor provided public comments.*

**CONSENT CALENDAR**

*Motion by Vice President Parker, second by Treasurer Aldaco, carried 7-0, to approve the consent calendar with the removal of Item 2 for separate consideration.*

**1. APPROVE MEETING MINUTES: EDUCATION COMMITTEE MEETING OF FEBRUARY 9, 2024, REGULAR BOARD OF DIRECTORS MEETING OF FEBRUARY 12, 2024, AND FINANCE COMMITTEE MEETING OF FEBRUARY 13, 2024**

**Recommendation:** It is recommended that the Board of Directors:

1. Approve Meeting Minutes: Education Committee Meeting of February 9, 2024, Regular Board of Directors Meeting of February 12, 2024, and Finance Committee Meeting of February 13, 2024.

**2. APPROVE 1234 DIRECTOR TRAVEL, TRAINING, AND MEETING REPORT**

**Recommendation:** It is recommended that the Board of Directors:

1. Approve the Director Travel, Training, and Meeting Report, reflecting business-related expenses incurred by the District.

*Motion by Vice President Parker, second by Treasurer Aldaco, carried 7-0, to approve Item 2 to include Vice President Parker's name on the February 8<sup>th</sup>, 2024, CBWCD Field Trip.*

**3. APPROVE 1234 DIRECTOR COMPENSATION & REIMBURSEMENT REPORT**

**Recommendation:** It is recommended that the Board of Directors:

1. Approve the Compensation and Reimbursement Report.

**4. FINANCIAL REPORTS FOR JANUARY 2024**

**Recommendation:** It is recommended that the Board of Directors:

1. Approve the financial reports for January 2024.

**5. APPROVE THE RESCHEDULING OF THE REGULAR BOARD OF DIRECTORS MEETING OF MONDAY, NOVEMBER 11, 2024, TO MONDAY, NOVEMBER 18, 2024**

**Recommendation:** It is recommended that the Board of Directors:

1. Approve the rescheduling of the Regular Board of Directors Meeting of Monday, November 11, 2024, to Monday, November 18, 2024, due to November 11<sup>th</sup> being a Federal Holiday (Veterans Day).

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**DISCUSSION ITEMS****6. APPROVE AMENDMENTS TO DISTRICT POLICY NO. 32 - DIRECTOR, GENERAL MANAGER, SALARIED, AND HOURLY EMPLOYEE BENEFITS**

**Recommendation:** It is recommended that the Board of Directors:

1. Amend the language within District Policy No. 32 – Director, General Manager, Salaried, and Hourly Employee Benefits effective April 1, 2024, as recommended by the Personnel and Finance Committees; and,
2. Amend Policy No. 32 to allow Directors to be covered under the single ACWA JPIA Formula effective on or before June 1, 2024, as recommended by the Personnel and Finance Committees (60 days lead time required).

*General Manager Willis presented Item 6. She provided a summary of the report, stated the language and verbiage issues within the current policy, and addressed the proposed amendments that will provide clarity with regards to medical benefits. Ms. Willis discussed the changes to the medical benefit amount and the change to include Directors under the single ACWA JPIA Formula. She also stated that the staff report was approved by both the Personnel and Finance Committees.*

*Director Sonnenberg questioned if open enrollment will be opened in April because of this amendment. General Manager Willis stated that employees will receive the benefit effective April 1st, 2024, but that this amendment will not affect the open enrollment period, which is scheduled in November 2024.*

*Vice President Parker questioned the feasibility behind offering a reimbursement option for employees who are on the single plan and do not utilize the full benefit amount. General Manager Willis stated that a change of that nature would require the District to make the medical benefits offered to employees count towards taxable income.*

*Motion by Director Sonnenberg, second by Treasurer Aldaco, carried 7-0, to amend the language within District Policy No. 32 – Director, General Manager, Salaried, and Hourly Employee Benefits effective April 1, 2024, and amend Policy No. 32 to allow Directors to be covered under the single ACWA JPIA Formula effective on or before June 1, 2024.*

**7. REVIEW SALARY ANALYSIS AND APPROVE UPDATED ADMINISTRATIVE ASSISTANT I, ADMINISTRATIVE ASSISTANT II AND PROPOSED ADMINISTRATIVE ANALYST JOB DESCRIPTIONS**

**Recommendation:** It is recommended that the Board of Directors:

1. Review and discuss the salary analysis and proposed labor grades; and,
2. Review, discuss, and approve the updated job descriptions for Administrative Assistant I and Administrative Assistant II positions effective March 11, 2024, as recommended by the Personnel and Finance Committees; and,

3. Review, discuss, and approve the proposed Administrative Analyst position effective March 11, 2024, as recommended by the Personnel and Finance Committees; and,
4. Review, discuss, and approve the suggested retroactive pay for the employee working out of class, as recommended by the Personnel and Finance Committees; and,
5. Review, discuss, and approve a Request for Proposals to conduct a Classification and Compensation Study for Fiscal Year 2024-2025.

*General Manager Willis presented Item 7. She provided a summary of the report. Ms. Willis stated that retention for the Administrative Services Department can be challenging due to the transferability of their skills across different types of public agencies, including municipalities, county governments, and many different types of special districts. Ms. Willis also provided a summary of events that led to the recommendations to update the Administrative Assistant job descriptions, bring forward an Administrative Analyst position, and to conduct a classification and compensation study to be included in the next budget cycle. Ms. Willis stated that the staff report was approved by both the Personnel and Finance Committees.*

*Director Layton stated that there is a need to conduct a full classification and compensation study for all positions, not just one position at a time.*

*Director Coker agreed with Director Layton on the need for a comprehensive plan. Coker also requested a long-term staffing plan to be added to the scope of the classification and compensation study. She inquired on how the retroactive pay for recommendation number 4 of the staff report was calculated.*

*General Manager Willis and Administrative Services Manager Fernandez provided additional clarification on the duties performed by the employee working out of their classification during the calendar years 2020 – 2022. General Manager Willis stated that the District's certified public accounting firm, Eide Bailly LLP, provided an in-depth calculation based on every merit increase and cost of living adjustment that employee would have received when they were doing the work of both classifications. Ms. Willis confirmed that the employee was performing the work of two budgeted positions during 2020 – 2022, despite the COVID-19 closure pausing typical duties of the Administrative Assistant II position.*

*Director Coker stated that the calculated methodology for the retroactive pay should be reviewed by the Personnel Committee to ensure the calculations are conducive to the amount being paid to the employee and for the work performed during the specific period of January 2022 to present.*

*Motion by Vice President Parker, second by Director Sonnenberg, carried 7-0, to approve the updated job descriptions for Administrative Assistant I and Administrative Assistant II positions effective March 11, 2024, approve the proposed Administrative Analyst position effective March 11, 2024, present the retroactive pay calculation methodology to the Personnel Committee for further review, and approve a Request for Proposals to conduct a Classification and Compensation*

*Study for Fiscal Year 2024-2025, with the addition of a long term staffing plan to be included in the scope.*

**8. APPROVE AMENDMENTS TO THE PROGRAM EDUCATOR I/II JOB DESCRIPTION AND APPROVE THE PROPOSED CHANGE TO THREE (3) FULL-TIME EDUCATORS**

**Recommendation:** It is recommended that the Board of Directors:

1. Amend the job description for the Program Educator I/II position effective March 11, 2024, as recommended by the Personnel and Finance Committees; and,
2. Approve the adjustments from two (2) full-time and one (1) part-time Educator to three (3) full-time Educators effective March 11, 2024, as recommended by the Personnel and Finance Committees.

*General Manager Willis presented Item 8. Ms. Willis provided a summary of events that led to staff recommendation. She provided the duties and responsibilities of the Community Programs Department and the current need for a full-time position instead of a part-time position. Community Programs Manager Dean provided additional clarification on the position duties and responsibilities.*

*Director Coker suggested for any future occurrence of this happening again that the District keep the full-time position budgeted and underfill whenever there is a staffing change needed.*

*Motion by Director Sonnenberg, second by Director Layton, carried 7-0, to amend the job description for the Program Educator I/II position effective March 11, 2024, and approve the adjustments from two (2) full-time and one (1) part-time Educator to three (3) full-time Educators effective March 11, 2024.*

**9. APPROVE MID-YEAR BUDGET ADJUSTMENTS FOR FISCAL YEAR 2023-2024**

**Recommendation:** It is recommended that the Board of Directors:

1. Review, discuss, and approve the mid-year budget adjustments for fiscal year 2023-2024 as recommended by the Personnel and Finance Committees; and,
2. Review, discuss, and approve the adjustments to the classification and compensation schedule for fiscal year 2023-2024 as recommended by the Personnel and Finance Committees.

*Director Sonnenberg left the Dias at 3:08 p.m. and returned at 3:09 p.m.*

*Director Gulmahamad left the Dias at 3:10 p.m. and returned at 3:11 p.m.*

*General Manager Willis presented Item 9. She provided a summary of the report. Ms. Willis reported that the District's performance has been positive, with projected revenues meeting or exceeding performance this year. She outlined the amended budget changes detailed in the staff report, highlighting the District's favorable financial position to implement these adjustments.*



*Director Coker requested the District provide a line item under the revenues account for the reimbursement from the 4 party agreement on the next budget cycle.*

*Treasurer Aldaco inquired on the target installation date of the Brooks Basin Fence. Facilities & Operations Manager Schroeder provided a summary of the project timeline, with the target completion date being May 6th, 2024.*

*Motion by Director Coker, second by Director Sonnenberg, carried 7-0, to approve the mid-year budget adjustments for fiscal year 2023-2024 and approve the adjustments to the classification and compensation schedule for fiscal year 2023-2024.*

**10. RATIFICATION OF EMERGENCY CONTRACT IN THE AMOUNT OF \$16,680 WITH GRB ENGINEERING FOR MONTCLAIR BASIN NO. 2 EAST SLOPE REPAIRS**

**Recommendation:** It is recommended that the Board of Directors:

1. Review, discuss, and ratify the emergency contract in the amount of \$16,680 with GRB Engineering for Montclair Basin No. 2 East Slope Repairs.

*Facilities & Operations Manager Schroeder presented Item 10. Schroeder provided an in-depth report of the events that led to the staff recommendation. Director Coker suggested an on-call contractor for emergency basin repairs.*

*Motion by Director Layton, second by Director Gulmahamad, carried 7-0, to ratify the emergency contract in the amount of \$16,680 with GRB Engineering for Montclair Basin No. 2 East Slope Repairs.*

**DIRECTOR ORAL REPORTS:**

*Vice President Parker, Treasurer Aldaco, and Directors Layton, Coker, Gulmahamad, and Sonnenberg gave brief reports.*

*Vice President Parker requested that staff bring forth a discussion item on the next Regular Board of Directors Meeting regarding an election marketing plan in preparation for the 2024 Election period. Vice President Parker expressed that having more competitive elections will foster growth within the community, expanding outreach on the importance of the agency. Director Gulmahamad noted that the agency should not spend funds on endorsing specific candidates but instead on educating the public on the agency's election, purpose, and water conservation efforts.*

*Director Sonnenberg left the Dias at 3:43 p.m. and returned at 3:44 p.m.*

*Director Gulmahamad left the Dias at 3:47 p.m. and returned at 3:49 p.m.*

**STAFF ORAL REPORTS**

*General Manager Willis provided a brief report regarding the recent lobby updates at the District office, noted the Open House that is being hosted on March 21, 2024 at 5:00 p.m., and highlighted*

*employee Brandon Burgess on having an article regarding artificial turf, Polyfluoroalkyl substances (PFAS), and state regulations published in the Landscape Contractor Magazine.*

**CLOSED SESSION**

*President Ligtenberg recessed the Regular Board of Directors Meeting into Closed Session at 3:50 p.m.*

**11. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

Government Code Section 54956.9(d)(1)  
KAISER FOUNDATION HEALTH PLAN, INC., et al. vs. CHINO BASIN WATER CONSERVATION DISTRICT; and DOES 1 through 10, inclusive  
San Bernardino Superior Court Case No.: CIVDS 1933655

**12. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

Government Code Section 54956.9(d)(2)  
Significant Exposure to Litigation  
Number of Cases: 1

**13. CONFERENCE WITH LABOR NEGOTIATORS**

Government Code Section 54957.6  
Agency Designated Representative: Elizabeth Willis, General Manager  
Unrepresented Employees

*Director Layton excused herself from the remainder of the meeting at 4:30 p.m.*

*Director Sonnenberg excused himself from the remainder of the meeting at 4:31 p.m.*

*President Ligtenberg reconvened the Regular Board of Directors Meeting at 4:46 p.m. Legal Counsel stated no reportable action from Closed Session.*

**ADJOURNMENT**

*President Ligtenberg adjourned the Regular Board of Directors Meeting at 4:46 p.m. to the next Regular Board of Directors Meeting of the Chino Basin Water Conservation District, scheduled for Monday, April 8, 2024, at 2:00 p.m.*

**APPROVED AND ADOPTED THIS 8<sup>TH</sup> DAY OF APRIL 2024.**

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Elizabeth Willis, General Manager

ATTEST:

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Brandon Yoshida, Board Clerk



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**CHINO BASIN WATER CONSERVATION DISTRICT  
PERSONNEL COMMITTEE MEETING MINUTES**

**WEDNESDAY, MARCH 27, 2024, AT 11:00 A.M.**

**CONFERENCE ROOM  
4594 SAN BERNARDINO STREET  
MONTCLAIR, CA 91763**

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**COMMITTEE MEMBERS**

**Ryan Sonnenberg, Director  
Kati Parker, Director  
Gil Aldaco, Director**

**GENERAL MANAGER**

**Elizabeth Willis**

**LEGAL COUNSEL**

**Lee McElhaney**

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**CALL TO ORDER**

*Committee Chair Sonnenberg called the meeting to order at 11:01 a.m.*

**ROLL CALL**

*Committee Chair/Director Ryan Sonnenberg, Vice President Kati Parker, and Treasurer Gilbert Aldaco were present.*

*General Manager Elizabeth Willis, Administrative Services Manager Alicia Fernandez, Conservation Programs Manager Scott Kleinrock, and Board Clerk Brandon Yoshida were present.*

**ADDITIONS OR CHANGES TO THE AGENDA**

*General Manager Willis confirmed there were no additions to the agenda; however, staff requested the Committee act on Item 2 before the rest of the items.*

**PUBLIC COMMUNICATIONS**

*Committee Chair Sonnenberg opened the Public Comment Period. No comments were given.*

**DISCUSSION ITEMS**

- 1. RETROACTIVE PAY TO ADMINISTRATIVE ASSISTANT II POSITION FOR DUTIES PERFORMED OUTSIDE OF CLASSIFICATION**

**Recommendation:** It is recommended that the Committee:

1. Review, discuss, provide feedback, and recommend for Board of Director's approval the retroactive pay options for the Administrative Assistant II position for duties performed outside of classification effective April 8, 2024.

*General Manager Willis presented Item 1. She provided a summary of the report, noted that this item was brought back to the Personnel Committee by the Board of Directors on March 11, 2024, and explained why the item was returned. Ms. Willis explained the gap in duties performed during the COVID-19 shut down and how the Board of Directors felt it be more feasible to review retroactive pay amounts from January 2022 to present, when the Administrative Assistant II resumed duties of both positions.*

*Treasurer Aldaco recommended the Committee move forward with highlighting Option A as the preferred retroactive pay amount but to present both options to the Board of Directors.*

*Motion by Committee Chair Sonnenberg, seconded by Treasurer Aldaco, carried 3-0, to recommend the Board of Directors approve the retroactive pay options for the Administrative Assistant II position for duties performed outside of classification, highlighting Option A as the preferred amount, to be effective on April 8, 2024.*

## **2. CONSERVATION SPECIALIST I/II JOB DESCRIPTIONS UPDATES**

**Recommendation:** It is recommended that the Committee:

1. Review, discuss, provide feedback, and recommend for Board of Director's approval the proposed updates and changes to the Conservation Specialist I/II job descriptions effective April 8, 2024.

*The Committee addressed Item 2 ahead of other agenda items.*

*General Manager Willis introduced Item 2, with Conservation Programs Manager Kleinrock providing an overview and summary. Ms. Willis mentioned that updates and changes to the Conservation Specialist I/II job descriptions would be presented at the Board of Directors meeting in May. She stressed the importance of staff retention concerning Item 6, indicating that the modifications aimed to offer clear promotional paths for employees within the Conservation Programs Department. Additionally, Ms. Willis clarified that these changes would not impact the prospective Classification and Compensation study, which is slated for inclusion in the next budget cycle.*

*Conservation Programs Manager Kleinrock detailed the proposed updates and changes within the Conservation Specialist I/II job descriptions. He outlined the departmental requirements, the need for local landscape professionals to adhere to new state regulations, and the revised responsibilities of the Conservation Specialist I/II positions, aligning with these demands. Among the updates, Mr. Kleinrock highlighted enhanced interagency communications and legislation tracking, crucial for the District's role in educating the public on conservation efforts and regulations. Ms. Willis echoed Kleinrock's points, noting landscape professionals' concerns*

regarding the lack of implementation strategies from state legislators when new conservation or landscape related legislation is introduced. Mr. Kleinrock further emphasized that the job description changes would empower the District to play a pivotal role in implementing strategies when new legislation arises.

Vice President Parker suggested rephrasing the years of experience requirements in the job descriptions for clarity. Ms. Willis and Mr. Kleinrock agreed with the suggestion.

Committee Chair Sonnenberg requested that organization charts accompany job description items for future meetings.

Treasurer Aldaco proposed modifying the job requirements to outline relevant coursework as qualifications alongside work experience, instead of mandating specific undergraduate or graduate degrees. Ms. Willis and Mr. Kleinrock agreed with the proposal.

Motion by Committee Chair Sonnenberg, seconded by Vice President Parker, carried 3-0, to recommend the Board of Directors approve the proposed updates and changes to the Conservation Specialist I/II job descriptions, effective May 13, 2024.

### **3. REVISION OF DISTRICT POLICY NO. 48 – CELL PHONE USAGE AND STIPEND**

**Recommendation:** It is recommended that the Committee:

1. Review, discuss, provide feedback, and recommend for Board of Director's approval amended District Policy No. 48 – Cell Phone Usage and Stipend, effective April 8, 2024

General Manager Willis introduced Item 3, with Administrative Services Manager Fernandez providing additional details. Ms. Willis highlighted that the current Push-To-Talk phone system used by the District is obsolete and no longer viable for communication. Furthermore, she explained the necessity of a smartphone to utilize the new maintenance services application, MaintainX, to its full extent. Ms. Fernandez confirmed that the policy had been updated to align with current industry standards and assured that the District's Legal Counsel would review it for compliance with the Freedom of Information Act and the California Public Records Act prior to the Board of Director's approval.

Treasurer Aldaco pointed out the distinction between "Cell Phone" and "Mobile Phone" but suggested using either term interchangeably given the present era.

Committee Chair Sonnenberg emphasized the importance of legal review before presenting the policy at the next Regular Board of Directors Meeting for approval.

Motion by Committee Chair Sonnenberg, seconded by Treasurer Aldaco, carried 3-0, to recommend the Board of Directors approve the amended District Policy No. 48 – Cell Phone Usage and Stipend.

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**4. REVIEW UPDATES TO THE DISTRICT'S POLICY AND PROCEDURES MANUAL RELATED TO POLICY NO. 30, 30-2 – 30-6, 38, AND 39**

**Recommendation:** It is recommended that the Committee:

1. Review, discuss, provide feedback, and recommend for Board of Director's approval the proposed updates to the District's Policy and Procedures Manual, effective April 8, 2024.

*General Manager Willis introduced Item 4, with Administrative Services Manager Fernandez offering additional details for the report. Ms. Fernandez summarized and reviewed each policy update for the Committee, mentioning that all policies are undergoing review by Legal Counsel. She explained that once Legal provides input on the policy updates, the District will make necessary amendments, removing or adding details as required. She clarified that no language from the original policies has been removed, as the determination of whether certain language should be removed will be made by Legal Counsel.*

*Treasurer Aldaco inquired whether the waiver of a 30-minute meal break applies to field employees or office employees and whether 10-minute paid meal breaks are the minimum requirement. Ms. Fernandez confirmed that 10 minutes is the required minimum.*

*Treasurer Aldaco also asked whether the job descriptions or recruitments indicate that the District allows for a flexible workweek option. Ms. Fernandez affirmed that all necessary job descriptions include a flexible workweek option, noting exceptions for positions that cannot work a flexible workweek because of the nature of their position.*

*Regarding Policy 30-4, Sonnenberg inquired about the availability of flex time when an employee works overtime. Ms. Willis provided an explanation of flextime and the requirement to pay overtime.*

*Treasurer Aldaco suggested developing a policy to address secondary job requirements, prohibiting employees from leaving early or working within the service area of the District. Ms. Fernandez proposed adding language to the policy stipulating that employees with secondary employment cannot wear district uniforms or advertise their secondary employment through the agency.*

*Motion by Committee Chair Sonnenberg, seconded by Treasurer Aldaco, carried 3-0, to recommend the Board of Directors approve the proposed updates to the District's Policy and Procedures Manual, effective April 8, 2024.*

**ORAL REPORTS**

*Committee Chair Sonnenberg asked for any oral reports. There were no oral reports and no suggestions in the Board of Directors suggestion box.*

**ADJOURNMENT**

*Committee Chair Sonnenberg adjourned the Personnel Committee Meeting at 12:05 p.m. to the next Regular Board Meeting of the Chino Basin Water Conservation District on Monday, April 8, 2024, at 2:00 p.m.*

**APPROVED AND ADOPTED THIS 8<sup>TH</sup> DAY OF APRIL 2024.**

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Elizabeth Willis, General Manager

ATTEST:

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Brandon Yoshida, Board Clerk



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**STAFF REPORT**  
**BOARD OF DIRECTORS REGULAR MEETING**

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**DATE:** April 8, 2024

**FROM:** Elizabeth Willis, General Manager

**BY:** Alicia Fernandez, Administrative Services Manager

**SUBJECT:** **AB 1234 – DIRECTOR TRAVEL, TRAINING, AND MEETING REPORT**

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**RECOMMENDATION**

It is recommended that the Board of Directors:

1. Approve the Director Travel, Training, and Meeting Report, reflecting business-related expenses incurred by the District.

**BACKGROUND**

In accordance with Assembly Bill 1234 (AB 1234), effective January 1, 2006, members of the Board of Directors are required to provide a brief report on meetings attended at the expense of the local agency at the next regular meeting of the legislative body.

**DISCUSSION/ANALYSIS**

In response to AB 1234, a Board of Director Travel, Training, and Meeting Report has been created and is placed on the Board Agenda Consent Calendar monthly. It provides the required brief report on meetings that Board members attended in March 2024.

<b>DATE</b>	<b>EVENT</b>	<b>BOARD MEMBER</b>
3/11/2024	Regular Board of Directors Meeting	President Ligtenberg, Vice President Parker, Treasurer Aldaco, Directors Layton, Sonnenberg, Coker & Gulmahamad
3/21/2024	CBWCD Open House & Art Showcase	President Ligtenberg, Vice President Parker, Directors Coker, Gulmahamad & Sonnenberg
3/22/2024	CBWCD Confluence Property Tour	President Ligtenberg, Vice President Parker, & Director Sonnenberg

**BOARD OF DIRECTORS REGULAR MEETING: APRIL 8, 2024**

Page 2 of 2

DATE	EVENT	BOARD MEMBER
3/27/2024	CBWCD Personnel Committee Meeting	Vice President Parker, Treasurer Aldaco, & Director Sonnenberg

**FISCAL IMPACT**

None. Anticipated Director attendance and associated expenses are included in the Fiscal Year Budget.

**ATTACHMENT(S):**

None



**STAFF REPORT**  
**BOARD OF DIRECTORS REGULAR MEETING**

---

**DATE:** April 8, 2024  
**FROM:** Elizabeth Willis, General Manager  
**BY:** Alicia Fernandez, Administrative Services Manager  
**SUBJECT: AB 1234 – DIRECTOR COMPENSATION AND REIMBURSEMENT REPORT**

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**RECOMMENDATION**

It is recommended that the Board of Directors:

1. Approve the Compensation and Reimbursement Report.

**BACKGROUND**

Per Policy 47, dated November 9, 2020, "Board Member Compensation, Reimbursement, and Ethics Training", Exhibit A, Category C reflects the following:

**CATEGORY C – Meetings at Partner Organizations**

At the beginning of each Fiscal Year, Board Members will vote on assignments for attendance at meetings of each organization listed below to ensure broad, diverse, and consistent District representation at such events. A primary and alternate will be chosen. If the primary and alternate members designated are both unable to attend, another member may be later designated for this purpose. At events considered to be of particular importance, multiple directors may be authorized to attend. Compensation and reimbursement for attendance at Category C meetings may be approved post-attendance on the Board's consent calendar.

- a. Association of California Water Agencies (ACWA)
- b. Association of San Bernardino County Special Districts (ASBCSD)
- c. California Groundwater Coalition (CGD)
- d. California Special Districts Association (CSDA)
- e. Cal Trust
- f. Chino Basin Watermaster
- g. Cucamonga Valley Water District (CVWD)
- h. Groundwater Recharge Coordinating Committee (GRCC)
- i. Inland Empire Utilities Agency (IEUA)
- j. Joint Powers Authority (JPIA)

**BOARD OF DIRECTORS REGULAR MEETING: APRIL 8, 2024**

**Page 2 of 2**

- k. LAIF
- l. Local Agency Formation Commission (LAFCO)
- m. Metropolitan Water District (MWD)
- n. Monte Vista Water District
- o. Southern California Water Committee (SCWC)
- p. Southern California Storm Water Taskforce
- q. Southern California Recycled Water Taskforce
- r. Urban Water Institute (UWI)
- s. Water Education Foundation (WEF)

Please refer to Policy No. 47 for further information.

**DISCUSSION/ANALYSIS**

Below is a list of events attended by specified Board Members:

<b>DATE</b>	<b>EVENT</b>	<b>BOARD MEMBER</b>
3/11/2024	ASBCSD General Meeting	Vice President Parker
3/18/2024	ASBCSD Membership Meeting	Vice President Parker, Treasurer Aldaco, Directors Coker & Gulmahamad
3/25/2024	SCWC Recycled Water Taskforce Meeting	Treasurer Aldaco
3/26/2024	City of Upland State of the City	Vice President Parker
3/27/2024	City of Ontario State of the City	Treasurer Aldaco, Directors Coker & Gulmahamad
3/28/2024	SCWC Stormwater Taskforce Meeting	Treasurer Aldaco

**FISCAL IMPACT**

None. Anticipated Director attendance and associated expenses are included in the Fiscal Year 2023-2024 budget.

**ATTACHMENT(S):**

None

## Director Aldaco Virtual Meetings/Events March 2024

1. CBWCD Board Meeting – March 11<sup>th</sup> (2:00 p.m.): Review, Discuss, Approve, or Continue Board Agenda Items.
2. ASBCSD Monthly Meeting – March 18<sup>th</sup> (6:00 p.m.): IEUA hosted the meeting held at the Centro Basco Restaurant in Chino. ASBCSD President Milford Harrison called the meeting to order followed by introducing IEUA Director Michael Camacho to provide opening comments and introduction of IEUA General Manager Shivaji Deshmukh. Shivaji provided an overview of IEUA’s water resource programs; the Chino Basin Program; Workforce development; Local open house events; and career opportunities. The program included a video presentation, lead by IEUA staff.
3. SCWC Recycled Water Taskforce Meeting – March 25<sup>th</sup> (1:30 p.m.): Agenda Topics – Introductions (15 Participants); Santa Monica SWIP [Sustainable Water Infrastructure Project] Facility (Sunny Wang); DPR Educational Video Development (Charley); State Legislative Investment Overview (Glenn Farrel); and Recycled Water in the News (online articles).
  - Glenn provided an update of the State Budget – shortfall anywhere from \$30B to \$70B affecting multiple needs Bond requests [e.g., education, housing, climate] due to lack of clarity regarding Bond and the Governor’s priorities.
  - Charley spoke about the status of the DBR video presentation – lack of funding for project (\$150-200K) thereby polling the group to establish the value of the video and/or their awareness of other means of educating and communicating the benefits of Direct Potable Reuse of Recycled Water.
  - Sunny gave a brief presentation (oral & slide) about their experience with Indirect Potable Reuse. They currently blend storm water with their treated waste water (30% - 70% respectively) due to stormwater runoff containing industrial contaminants. He also touched on their progress moving towards Direct Potable Reuse. Being that they have full support of their Mayor and Council, he believes public perception should be a non-issue. The only challenges he foresees are Operator Certification and the cost of process water - \$2400 to \$2500/acre foot.
  - The next Recycled Water Taskforce meeting will be May 20, 2024.
4. CBWCD Personnel Committee Meeting – March 27<sup>th</sup> (11:00 a.m.): Committee members Ryan Sonnenberg, Kati Parker, and Gil Aldaco met to review, discuss, and provide direction to staff on the following items: Retroactive pay to administrative Assistant II position for duties performed outside of classification; Conservation Specialist I/II job descriptions update; Revision of District Policy No. 48; Review updates to the District’s Policy and Procedures Manual related to Policy Nos. 30, 30-2 through 30-6, 38, and 39.
5. City of Ontario State of the City – February 27<sup>th</sup> (5:00 p.m.): Held at the Ontario Convention Center. Mayor Paul S. Leon welcomed attendees to the 2024 State of the City “Our Groundbreaking Year” program. The Chaffey High School marching band kicked off the event followed by Mayor introductions of key-members of the audience leading to a video presentation of Ontario’s accomplishments and future achievements to solidify Ontario as the “Premier Community of the Inland Empire.” It was quite an extravaganza!
6. SCWC Stormwater Taskforce Meeting – March 28<sup>th</sup> (1:00 p.m.): Agenda Topics – Introductions (15 participants); CASQA Overview & Priorities (Karen Cowan, Executive Director); Cloud Seeding (Jeff Mosher, SAWPA General Manager); Legislative Review & Funding (Glenn Farrel); and, Stormwater in the News (online articles)
  - The CASQA Overview and the Cloud Seeding presenters were not available due to scheduling conflicts.
  - Lisa Haney (OCWD Executive Director of Planning and Natural Resources) filled in with brief highlights of her agency’s stormwater project.
  - Glenn provided updates of the State Budget – shortfall anywhere from \$30B to \$70B affecting multiple needs Bond requests [e.g., education, housing, climate] due to lack of clarity regarding Bond and the Governor’s priorities. He also urged the group to lobby legislators for water infrastructure project funding.
  - Meeting concluded early with closing comments from Charley encouraging all to attend the upcoming April 19<sup>th</sup> Quarterly Luncheon at Wilson Creek Winery.



ITEM NO. 4

FINANCIAL REPORTS FOR FEBRUARY 2024

**CHINO BASIN WATER CONSERVATION DISTRICT**

**FINANCIAL REPORTS**

**February 2024**

- 1. Income & Expense Report**
- 2. Balance Sheet**
- 3. General Checking & Petty Cash Checking**
- 4. Credit Expense Checks Breakdown (Cal Card)**
- 5. Payroll Reports**
- 6. Expense Reimbursement Reports**

## Chino Basin Water Conservation District Income & Expense Report July 2023 through February 2024

	Jul '23 - Feb 24	Budget	% of Budget
<b>Income</b>			
46000 · Gain/Loss - Pension Trust	3,282.00		
40000 · Property Tax & Assessment Rev			
40100 · Current Yr Tax Revenue	1,785,008.24	2,722,000.00	65.6%
40200 · Current Yr Supplemental Tax Rev	18,560.21	54,000.00	34.4%
40300 · Prior Yr Tax Revenue	50,809.59	70,000.00	72.6%
40400 · Homeowner's Prop Tax Relief	8,892.40	19,000.00	46.8%
40500 · RDA Pass-Thru from Cities	918,906.07	1,300,000.00	70.7%
<b>Total 40000 · Property Tax &amp; Assessment Rev</b>	<b>2,782,176.51</b>	<b>4,165,000.00</b>	<b>66.8%</b>
41000 · Interest Income	264,445.81	351,200.00	75.3%
42000 · Contributions/Sponsorships	4,500.00	4,500.00	100.0%
44000 · Grant Income			
44200 · Non-Govt Grant Income	640.00	700.00	91.4%
<b>Total 44000 · Grant Income</b>	<b>640.00</b>	<b>700.00</b>	<b>91.4%</b>
45000 · Capital Gain/Loss			
45100 · CalTRUST Investment Earnings	48,819.10	48,800.00	100.0%
45110 · CalTRUST unrealized gain/loss	9,735.18		
<b>Total 45000 · Capital Gain/Loss</b>	<b>58,554.28</b>	<b>48,800.00</b>	<b>120.0%</b>
48000 · FMV Investment Accounts			
48200 · CLASS FMV Investment	-1,455.86		
48100 · LAIF FMV Investment	112,742.03		
<b>Total 48000 · FMV Investment Accounts</b>	<b>111,286.17</b>		
49000 · Miscellaneous Income			
49100 · Agreement Income	1,724.00	3,000.00	57.5%
49200 · Cal Card Incentive	2,081.94	2,500.00	83.3%
49500 · Lease Revenue	8,000.00	12,000.00	66.7%
49900 · Misc Income	1,816.00	2,000.00	90.8%
<b>Total 49000 · Miscellaneous Income</b>	<b>13,621.94</b>	<b>19,500.00</b>	<b>69.9%</b>
<b>Total Income</b>	<b>3,238,506.71</b>	<b>4,589,700.00</b>	<b>70.6%</b>
<b>Gross Profit</b>	<b>3,238,506.71</b>	<b>4,589,700.00</b>	<b>70.6%</b>
<b>Expense</b>			
50000 · Payroll Expenses			
50100 · Wages			
50110 · Directors Wages	34,175.00	56,000.00	61.0%
50120 · Salary Employee Wages	437,794.61	645,300.00	67.8%
50130 · Hourly Employee Wages	523,007.88	859,900.00	60.8%
50140 · Intern Wages	37,466.66	72,000.00	52.0%
<b>Total 50100 · Wages</b>	<b>1,032,444.15</b>	<b>1,633,200.00</b>	<b>63.2%</b>
50200 · Payroll taxes	80,540.83	127,700.00	63.1%
50300 · Employee Benefits			
50310 · Med/Dentl/Vision/Life/Dis. Ins	188,642.46	277,500.00	68.0%
50311 · Employee Paid Premiums	-3,541.26	-4,900.00	72.3%
50312 · Emp Benefits - Healthy Living	374.39	600.00	62.4%
50313 · EAP - Employee Assist. Program	324.88	600.00	54.1%
50321 · Classic - ER Paid Member Contr.	8,961.29	13,200.00	67.9%
50322 · Classic-Employer Contribution	13,728.78	20,100.00	68.3%
50325 · PEPPRA-Employer Contribution	59,631.29	97,300.00	61.3%
50326 · CalPERS Pension Reserve Trust	0.00	0.00	0.0%
50328 · Unfunded PERS payment	41,286.00	41,300.00	100.0%
<b>Total 50300 · Employee Benefits</b>	<b>309,407.83</b>	<b>445,700.00</b>	<b>69.4%</b>
50400 · Payroll processing fees	8,275.00	14,100.00	58.7%
<b>Total 50000 · Payroll Expenses</b>	<b>1,430,667.81</b>	<b>2,220,700.00</b>	<b>64.4%</b>
51000 · Administration Expenses			
51100 · Accounting Fees	82,496.35	90,000.00	91.7%
51125 · Administrative Support	13,793.24	10,000.00	137.9%
51150 · Banking Fees	255.00	400.00	63.8%
51200 · Board of Director's Expenses			
51210 · Conference & Tour Fees	6,178.20	6,000.00	103.0%
51230 · Legal Notices/Director Related	0.00	2,000.00	0.0%
51240 · Meals	2,154.46	3,000.00	71.8%
51250 · Medical & Life Insurance	6,644.88	21,600.00	30.8%
51260 · Mileage	2,052.03	2,500.00	82.1%
51270 · Miscellaneous	1,460.21	5,000.00	29.2%
51280 · Travel & Lodging	3,535.12	6,000.00	58.9%
<b>Total 51200 · Board of Director's Expenses</b>	<b>22,024.90</b>	<b>46,100.00</b>	<b>47.8%</b>
51300 · Consulting Fees	53,310.38	1,125,000.00	4.7%
51400 · Dues & Subscriptions	20,475.25	43,600.00	47.0%
51500 · Engineering Fees	27,395.51	30,000.00	91.3%
51600 · Legal Fees	60,101.50	90,000.00	66.8%
51700 · Office Expenses			
51710 · Office Equipment & Repairs	7,078.65	10,200.00	69.4%
51720 · Computer/Printer Supplies	1,133.06	2,500.00	45.3%



## Chino Basin Water Conservation District Income & Expense Report July 2023 through February 2024

	Jul '23 - Feb 24	Budget	% of Budget
51730 · Maintenance/Janitorial	8,677.42	17,300.00	50.2%
51740 · Miscellaneous	487.28	1,000.00	48.7%
51750 · Postage	393.59	1,300.00	30.3%
51760 · Supplies	4,618.46	7,100.00	65.0%
51765 · Computer/IT Support	34,871.16	47,200.00	73.9%
51770 · Telecommunications	16,522.70	27,500.00	60.1%
51780 · Utilities	21,126.12	39,500.00	53.5%
51785 · Agenda Management Software	0.00	7,000.00	0.0%
<b>Total 51700 · Office Expenses</b>	<b>94,908.44</b>	<b>160,600.00</b>	<b>59.1%</b>
51800 · Meeting Refreshments	1,750.15	3,000.00	58.3%
51900 · Staff Expenses			
51910 · Education	6,563.70	10,000.00	65.6%
51920 · Conference & Tour Fees	3,063.55	10,700.00	28.6%
51930 · Meals	1,600.22	6,600.00	24.2%
51940 · Mileage	1,475.52	4,300.00	34.3%
51950 · Miscellaneous	2,666.37	5,000.00	53.3%
51955 · Recruitment	2,079.78	5,000.00	41.6%
51960 · Travel & Lodging	2,107.72	11,500.00	18.3%
51970 · Uniform Expense	5,109.53	10,700.00	47.8%
51900 · Staff Expenses - Other	840.00		
<b>Total 51900 · Staff Expenses</b>	<b>25,506.39</b>	<b>63,800.00</b>	<b>40.0%</b>
51990 · Tax Collections Fees	4,545.16	8,200.00	55.4%
<b>Total 51000 · Administration Expenses</b>	<b>406,562.27</b>	<b>1,670,700.00</b>	<b>24.3%</b>
51999 · Non-Operating General Expenses			
51999-1 · Facilities	355.88	10,000.00	3.6%
51999-2 · Furniture & Equipment	23,609.95	28,000.00	84.3%
<b>Total 51999 · Non-Operating General Expenses</b>	<b>23,965.83</b>	<b>38,000.00</b>	<b>63.1%</b>
53000 · Insurance Expenses			
53100 · Bonding	1,425.00	2,000.00	71.3%
53200 · General Liability	29,182.85	46,400.00	62.9%
53300 · Property	5,080.26	9,600.00	52.9%
53400 · Workers' Comp	17,642.39	36,200.00	48.7%
<b>Total 53000 · Insurance Expenses</b>	<b>53,330.50</b>	<b>94,200.00</b>	<b>56.6%</b>
54000 · Operation Expenses			
54150 · Equipment & Vehicles			
54160 · Equipment	666.99	3,000.00	22.2%
54170 · Fuel	4,927.67	10,200.00	48.3%
54180 · Repairs, Maint & Supplies	6,705.48	15,000.00	44.7%
<b>Total 54150 · Equipment &amp; Vehicles</b>	<b>12,300.14</b>	<b>28,200.00</b>	<b>43.6%</b>
54200 · Fence Expenses	5,159.04	45,000.00	11.5%
54250 · Hardscape Expenses	0.00	17,200.00	0.0%
54300 · Irrigation Expenses	7,026.47	14,600.00	48.1%
54350 · Landscape Maint & Supplies	8,534.17	53,000.00	16.1%
54400 · Miscellaneous	428.07	1,500.00	28.5%
54450 · Basin Percolation Maintenance	16,680.00	56,000.00	29.8%
54500 · Pest Control	7,935.55	11,000.00	72.1%
54550 · Signage	9,458.03	4,500.00	210.2%
54600 · Small Tools & Supplies	6,108.74	6,000.00	101.8%
54650 · Structural Maintenance	59,624.20	75,800.00	78.7%
54750 · Trash Cleanup & Disposal	5,624.44	10,000.00	56.2%
54800 · Utilities	5,085.20	12,000.00	42.4%
54850 · Weed Abatement	1,017.19	15,200.00	6.7%
<b>Total 54000 · Operation Expenses</b>	<b>144,981.24</b>	<b>350,000.00</b>	<b>41.4%</b>
55000 · Permits & Fees	0.00	500.00	0.0%
56000 · Public Education/Relations			
56100 · Advertising & Strategic Comm.	21,823.87	62,100.00	35.1%
56200 · Critter Expenses	875.75	3,000.00	29.2%
56300 · District Events			
56330 · Outreach Events	13,764.67	0.00	100.0%
56340 · Water Fair	15,824.25	0.00	100.0%
56350 · Poster Art Contest	6,442.40	0.00	100.0%
56360 · Youth Program Supplies	1,481.68	0.00	100.0%
56370 · School Tours	5,924.40	0.00	100.0%
56380 · Public Ed/Workshops	4,987.34	0.00	100.0%
<b>Total 56300 · District Events</b>	<b>48,424.74</b>	<b>0.00</b>	<b>100.0%</b>
56400 · Community Events/Sponsorships			
56500 · Informational Materials	3,292.33	3,000.00	109.7%
56700 · Web Design/Maintenance	9,346.69	0.00	100.0%
56400 · Community Events/Sponsorships - Other	2,500.00	0.00	100.0%
<b>Total 56400 · Community Events/Sponsorships</b>	<b>15,139.02</b>	<b>3,000.00</b>	<b>504.6%</b>
56600 · Supplies - Give Aways	5,581.12	0.00	100.0%
56750 · Lobby Display Rotation - noncap	2,309.08		
<b>Total 56000 · Public Education/Relations</b>	<b>94,153.58</b>	<b>68,100.00</b>	<b>138.3%</b>

**Chino Basin Water Conservation District**  
**Income & Expense Report**  
July 2023 through February 2024

	<u>Jul '23 - Feb 24</u>	<u>Budget</u>	<u>% of Budget</u>
57500 · Expense Reimbursables Clearing	4,871.48		
58000 · Capital Expenses			
58002 · Basin Expenses	23,322.25		
58003 · Lobby Displays	7,151.66		
58000 · Capital Expenses - Other	81,646.24	541,200.00	15.1%
<b>Total 58000 · Capital Expenses</b>	<b>112,120.15</b>	<b>541,200.00</b>	<b>20.7%</b>
<b>Total Expense</b>	<b>2,270,652.86</b>	<b>4,983,400.00</b>	<b>45.6%</b>
<b>Net Income</b>	<b>967,853.85</b>	<b>-393,700.00</b>	<b>-245.8%</b>

## Chino Basin Water Conservation District

## Balance Sheet

03/22/24

As of February 29, 2024

Accrual Basis

	Feb 29, 24
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
10000 · Cash Accounts	
10100 · General Checking	4,361.70
10200 · Petty Cash	1,001.24
10300 · LAIF Investment	7,719,366.80
10310 · LAIF FMV	-50,829.35
10320 · CLASS	6,620,740.05
10330 · CLASS FMV	-1,455.86
10600 · Pension Trust	76,911.00
<b>Total 10000 · Cash Accounts</b>	<b>14,370,095.58</b>
<b>Total Checking/Savings</b>	<b>14,370,095.58</b>
<b>Other Current Assets</b>	
13000 · Inventory	
13100 · Herbicides	563.27
13200 · Blue Dye	969.18
<b>Total 13000 · Inventory</b>	<b>1,532.45</b>
14000 · Prepaid Expenses	
14200 · Miscellaneous	80,460.90
<b>Total 14000 · Prepaid Expenses</b>	<b>80,460.90</b>
14600 · Deferred Outflows - DOR	
14601 · DOR - Pension Contributions	132,647.00
14602 · DOR - Pension Related	1,030,355.00
<b>Total 14600 · Deferred Outflows - DOR</b>	<b>1,163,002.00</b>
14999 · Undeposited Funds	644.37
<b>Total Other Current Assets</b>	<b>1,245,639.72</b>
<b>Total Current Assets</b>	<b>15,615,735.30</b>
<b>Fixed Assets</b>	
12000 · Construction in Process	16,708.09
15000 · Buildings & Fixtures - Net Val	
15100 · Buildings and Fixtures	10,561,571.85
15200 · A/D - Buildings & Fixtures	-2,767,323.67
<b>Total 15000 · Buildings &amp; Fixtures - Net Val</b>	<b>7,794,248.18</b>
16000 · Land Assets	
16000-1 · Land	1,486,121.26
16000-3 · Land - Confluence Project	4,500,000.00
<b>Total 16000 · Land Assets</b>	<b>5,986,121.26</b>
17000 · Office Furn. & Equip. - Net Val	
17100 · Office Furniture & Equipment	158,242.46
17200 · A/D - Office Furniture & Equipm	-52,546.02
<b>Total 17000 · Office Furn. &amp; Equip. - Net Val</b>	<b>105,696.44</b>
18000 · Vehicles & Implements - Net Val	
18100 · Vehicles and Implements	214,767.87
18200 · A/D - Vehicles & Implements	-127,381.91
<b>Total 18000 · Vehicles &amp; Implements - Net Val</b>	<b>87,385.96</b>
19000 · Garden & Hardscape - Net Val	
19100 · Garden & Hardscape	1,546,393.75
19200 · A/D - Garden & Hardscape	-1,241,257.22

## Chino Basin Water Conservation District

## Balance Sheet

03/22/24

As of February 29, 2024

Accrual Basis

	Feb 29, 24
Total 19000 · Garden & Hardscape - Net Val	305,136.53
<b>Total Fixed Assets</b>	<b>14,295,296.46</b>
<b>Other Assets</b>	
13500 · Right to Use Assets	
13511 · Lease of Equipment	29,136.17
13512 · Accum. Amortization - Equipment	-3,035.00
<b>Total 13500 · Right to Use Assets</b>	<b>26,101.17</b>
<b>Total Other Assets</b>	<b>26,101.17</b>
<b>TOTAL ASSETS</b>	<b>29,937,132.93</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
20000 · General Accounts Payable	62,350.56
<b>Total Accounts Payable</b>	<b>62,350.56</b>
<b>Credit Cards</b>	
20600 · CalCard	
20649 · CalCard-B Yoshida	2,969.24
20648 · CalCard-K Lopez	317.46
20609 · CalCard - J Salcido	201.93
20610 · CalCard - J Taylor	47.49
20613 · CalCard - R Sotomayor	30.18
20630 · CalCard - M Dean	112.51
20631 · CalCard - W Mercado	47.91
20632 · CalCard - E Willis	856.61
20634 · CalCard - D Moreno	44.58
20642 · CalCard - D Schroeder	120.00
20645 · CalCard- J Jones	197.63
20647 · CalCard- A Quinones	447.93
<b>Total 20600 · CalCard</b>	<b>5,393.47</b>
<b>Total Credit Cards</b>	<b>5,393.47</b>
<b>Other Current Liabilities</b>	
21000 · Payroll Liabilities	
21500 · Accrued Employee Benefits	
21510 · Vacation Payable	67,774.14
<b>Total 21500 · Accrued Employee Benefits</b>	<b>67,774.14</b>
21600 · Accrued Wages	62,525.47
<b>Total 21000 · Payroll Liabilities</b>	<b>130,299.61</b>
22000 · Customer Deposits	
22100 · Rental Property - Rent Deposit	1,400.00
<b>Total 22000 · Customer Deposits</b>	<b>1,400.00</b>
24000 · Accrued Expenses	14,073.70
<b>Total Other Current Liabilities</b>	<b>145,773.31</b>
<b>Total Current Liabilities</b>	<b>213,517.34</b>
<b>Long Term Liabilities</b>	
23500 · Lease Liabilities	
23510 · Lease Liability - Equipment(ST)	6,894.80
23511 · Lease Liability - Equipment(LT)	18,797.91
<b>Total 23500 · Lease Liabilities</b>	<b>25,692.71</b>

## Chino Basin Water Conservation District

## Balance Sheet

As of February 29, 2024

03/22/24

Accrual Basis

	Feb 29, 24
29000 · Deferred Inflows- DIR	
29002 · DIR - Pension Related	1,034,252.00
<b>Total 29000 · Deferred Inflows- DIR</b>	<b>1,034,252.00</b>
29001 · Net Pension Liability	819,854.00
<b>Total Long Term Liabilities</b>	<b>1,879,798.71</b>
<b>Total Liabilities</b>	<b>2,093,316.05</b>
<b>Equity</b>	
30001 · Non-Spendable Net Position	
30003 · Prepays & Inventory	50,249.51
30090 · Investment in Capital Assets	14,295,296.92
<b>Total 30001 · Non-Spendable Net Position</b>	<b>14,345,546.43</b>
30020 · Assigned Net Position	
30012 · Major Structural Failures Resrv	2,350,000.00
30022 · Recharge Improvements Reserve	2,350,000.00
30023 · Pension Liability Reserve	819,854.00
30025 · Compensated Absences Reserve	67,774.14
<b>Total 30020 · Assigned Net Position</b>	<b>5,587,628.14</b>
30026 · Operating Reserves	1,808,150.00
30027 · District Facilities Reserve	300,000.00
31000 · Unassigned Net Position	4,834,638.46
Net Income	967,853.85
<b>Total Equity</b>	<b>27,843,816.88</b>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>29,937,132.93</b>

**Chino Basin Water Conservation District**  
**Monthly General Checking Disbursements**  
As of February 29, 2024

Type	Date	Num	Name	Memo	Amount
<b>10000 - Cash Accounts</b>					
<b>10100 - General Checking</b>					
Bill Pmt-Check	02/07/2024	21217	ACWA JPIA	Med/Dental/Vision/Life Ins-March	-21,735.54
Bill Pmt-Check	02/07/2024	21218	Animal Pest Management Services, I...	Ground Squirrel Control @ Basins	-935.00
Bill Pmt-Check	02/07/2024	21219	Beneficial Ag Services	Green Waste Recycling - Garden	-36.00
Bill Pmt-Check	02/07/2024	21220	Burrtec Waste Industries, Inc.	trash & green waste srvc-February	-395.36
Bill Pmt-Check	02/07/2024	21221	Cal Card (US Bank)	Statement Ending 01/22/24	-11,526.83
Bill Pmt-Check	02/07/2024	21222	Central Blueprint Service	Flyers for event promotion	-247.83
Bill Pmt-Check	02/07/2024	21223	Cintas Corporation #150		-194.36
Bill Pmt-Check	02/07/2024	21224	Computer Village		-2,596.66
Bill Pmt-Check	02/07/2024	21225	Eide Bailly, LLC Payroll Services	December 2023 Payroll Processing	-900.00
Bill Pmt-Check	02/07/2024	21226	EVCO Cleaning Supplies, LLC	Urinal Screen	-22.60
Bill Pmt-Check	02/07/2024	21227	JMDIAZ, INC.	2023-14 Board/Admin Assist Srvc-Jan	-3,200.00
Bill Pmt-Check	02/07/2024	21228	Monte Vista Water District	Recycled Garden Irrigation	-189.98
Bill Pmt-Check	02/07/2024	21229	Omone Abu	social media srvc-Feb.	-525.00
Bill Pmt-Check	02/07/2024	21230	OMSD - Bussing	Bus Rmbrsmt: Lincoln ES FT on 2-1-24	-244.75
Bill Pmt-Check	02/07/2024	21231	Robert A. Carter		-5,147.96
Bill Pmt-Check	02/07/2024	21232	Standard Insurance Company, Inc.		-1,512.00
Bill Pmt-Check	02/07/2024	21233	Swedlows Distributors, Inc.	Ergonomic desk chair for DM	-368.01
Bill Pmt-Check	02/07/2024	21234	Three Valleys MWD	TVMWD Leadership Breakfast - Feb 29,2024	-120.00
Bill Pmt-Check	02/07/2024	21235	Vanguard Cleaning Systems	Monthly Janitorial Srvc-February	-690.00
Bill Pmt-Check	02/07/2024	21236	Visser Bus Services Inc.	St George School FT 1-31-24	-490.00
Bill Pmt-Check	02/07/2024	21237	Adrian D. DeBie		-112.00
Bill Pmt-Check	02/08/2024	21238	Brunick, McElhaney & Kennedy		-13,025.50
General Journal	02/10/2024	KE 2.26.24		PPE 2/10/24	-42,105.55
General Journal	02/10/2024	KE 2.26.24		PPE 2/10/24- SDI	-676.16
General Journal	02/10/2024	KE 2.26.24		PPE 2/10/24- ETT	-11.67
General Journal	02/10/2024	KE 2.26.24		PPE 2/10/24- SUI	-180.03
General Journal	02/10/2024	KE 2.26.24		PPE 2/10/24	-17,578.79
General Journal	02/10/2024	KE 2.26.24	CalPERS (Payroll)	CalPERS - PPE 2/10/24	-9,024.18
General Journal	02/10/2024	KE 2.26.24	CalPERS (Payroll)	CalPERS - PPE 2/10/24	-2,169.15
Bill Pmt-Check	02/12/2024	21239	CV Strategies	Strategic Communication Srvc-January	-3,778.75
Bill Pmt-Check	02/12/2024	21240	The City of Monclair	Sewer charges 12/1-1/31	-91.61
Bill Pmt-Check	02/12/2024	21241	Wagner & Bonsignore, CCE	Engineering Srvc-Jan-CIP 2023-01 Brooks Basin...	-7,280.00
Check	02/18/2024			Service Charge	-15.00
Bill Pmt-Check	02/20/2024	21242	Beneficial Ag Services	Green Waste Recycling	-56.00
Bill Pmt-Check	02/20/2024	21243	Brunick, McElhaney & Kennedy	Legal Srvc - Jan	-2,710.00
Bill Pmt-Check	02/20/2024	21244	C.J. Brown & Company, CPAS	Auditor Srvc for Jan. 2024	-2,756.00
Bill Pmt-Check	02/20/2024	21245	Cintas Corporation #150	Uniform Service	-97.18
Bill Pmt-Check	02/20/2024	21246	Computer Village	IT Monitoring & Support	-1,558.49
Bill Pmt-Check	02/20/2024	21247	Eide Bailly LLP	215752	-6,261.25
Bill Pmt-Check	02/20/2024	21248	Great America Financial Services Corp	Monthly Copier Lease + Overage Printing Charge	-1,807.10
Bill Pmt-Check	02/20/2024	21249	Montclair Chamber of Commerce	VOID: Feb. Networking Breakfast - Liz Willis	0.00
Bill Pmt-Check	02/20/2024	21250	OMSD - Bussing		-448.75
Bill Pmt-Check	02/20/2024	21251	San Diego Human Resources Consul...	Jan HR Srvc - Holiday Pay Policy	-1,312.50
Bill Pmt-Check	02/20/2024	21252	SCE (Utlity Payments Only)		-2,445.64
Bill Pmt-Check	02/20/2024	21253	Thompson Plumbing Supply Inc.	Flex Riser for Eye Wash Station	-8.77
Bill Pmt-Check	02/20/2024	21254	TPX Communications	phone & internet srvc - 2/16-3/15/24	-831.45
Bill Pmt-Check	02/20/2024	21255	Whittier City School District	Bus Reimbursement: Mill School & Technology Ac...	-500.00
Bill Pmt-Check	02/21/2024	21256	Cintas Corporation #150	Uniform Service - Monthly	-97.18
Bill Pmt-Check	02/21/2024	21257	City of Ontario		-119.69
Bill Pmt-Check	02/21/2024	21258	Lighting Instyle Inc.	Motion sensor lights for ED Bldg Rstrm	-61.52
Bill Pmt-Check	02/21/2024	21259	Robert A. Carter	Digital combo lock and garden gate programming	-1,913.04
Bill Pmt-Check	02/21/2024	21260	Standard Insurance Company, Inc.	Policy #006492990083/STD/LTD from Feb Payroll	-1,242.96
Bill Pmt-Check	02/21/2024	21261	Verizon Wireless	Wireless Push-to-Talk Srvc: 1/10-2/09	-646.11
Bill Pmt-Check	02/21/2024	21262	GRB Equipment Rental Inc	Drain Repair for Montclair #2 Slope	-16,680.00
Bill Pmt-Check	02/21/2024	21263	Computer Village	IT Monitoring & Support	-1,992.00
Bill Pmt-Check	02/21/2024	21264	KBDA		-14,975.00
Bill Pmt-Check	02/21/2024	21265	Omone Abu	Jan Social Media Srvc	-400.00
General Journal	02/24/2024	KE 2.27.24		PPE 2/24/24	-47,486.34
General Journal	02/24/2024	KE 2.27.24		PPE 2/24/24- SDI	-660.72
General Journal	02/24/2024	KE 2.27.24		PPE 2/24/24- ETT	-5.03
General Journal	02/24/2024	KE 2.27.24		PPE 2/24/24- SUI	-75.42
General Journal	02/24/2024	KE 2.27.24		PPE 2/24/24	-18,228.28
General Journal	02/24/2024	KE 2.27.24	CalPERS (Payroll)	CalPERS - PPE 2/24/24	-8,947.53
General Journal	02/24/2024	KE 2.27.24	CalPERS (Payroll)	CalPERS - PPE 2/24/24	-2,169.15
Bill Pmt-Check	02/28/2024	21266	M.K. Smith Chevrolet	2023 Chevrolet 2500 Silverado 4x4	-65,202.44
Total 10100 - General Checking					-348,821.81
Total 10000 - Cash Accounts					-348,821.81
<b>TOTAL</b>					<b>-348,821.81</b>

**Chino Basin Water Conservation District**  
**Monthly Petty Cash Checking Disbursements**  
As of February 29, 2024

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Type	Date	Num	Name	Memo	Amount	Balance
<b>10000 · Cash Accounts</b>						1,001.23
<b>10200 · Petty Cash</b>						1,001.23
Deposit	02/29/2024			Interest	0.01	1,001.24
Total 10200 · Petty Cash						0.01
Total 10000 · Cash Accounts						0.01
<b>TOTAL</b>					<b>0.01</b>	<b>1,001.24</b>

**Chino Basin Water Conservation District  
CalCard Monthly Detail**

As of February 29, 2024

Type	Date	Name	Memo	Amount	Balance
<b>20600 - CalCard</b>					8,508.23
<b>20649 - CalCard-B Yoshida</b>					0.00
Credit Card Charge	02/08/2024	ACWA	Dir. Parker-2024 Spring Conference	840.00	840.00
Credit Card Charge	02/12/2024	Upland Chamber of Commerce	State of The City: 3/26/24 - KP	75.00	915.00
Bill	02/22/2024	Cal Card (US Bank)	Statement Ending 02/22/24	-915.00	0.00
Credit Card Charge	02/26/2024	ACWA	AF-2024 Spring Conference	840.00	840.00
Credit Card Charge	02/29/2024	Costco-Cal Card	Laptop and Meeting Snacks	1,879.24	2,719.24
Credit Card Charge	02/29/2024	Eventbrite-Cal Card	Quarterly Luncheon 4/19/24: Director GA and AC	250.00	2,969.24
Total 20649 - CalCard-B Yoshida				2,969.24	2,969.24
<b>20648 - CalCard-K Lopez</b>					821.26
Credit Card Charge	02/06/2024	Amazon-Cal Card	Cork board for ASM office	32.69	853.95
Credit Card Charge	02/08/2024	Stater Bros - CalCard	Valentines chocolates, pretzels, and rice krispies	67.11	921.06
Credit Card Charge	02/12/2024	Food - CalCard	Alebrijes Bakery - Cake for Feb Board Mtg	55.00	976.06
Bill	02/22/2024	Cal Card (US Bank)	Statement Ending 02/22/24	-976.06	0.00
Credit Card Charge	02/23/2024	Services - Misc	MMASC Winter Forum 3/14/24 Registration Fee for ASM	100.00	100.00
Credit Card Charge	02/23/2024	Costco-Cal Card	Postage stamps/Mtg Snacks/Copy Paper	217.46	317.46
Total 20648 - CalCard-K Lopez				-503.80	317.46
<b>20609 - CalCard - J Salcido</b>					97.68
Credit Card Charge	02/01/2024	Supplies - Misc	PPE Rain Pants	31.96	129.64
Credit Card Charge	02/07/2024	Lowe's-Cal Card	Masks	47.93	177.57
Credit Card Charge	02/09/2024	Lowe's-Cal Card	Laser & Tripod for Leveling	203.63	381.20
Credit Card Charge	02/14/2024	Lowe's-Cal Card	Tools for hanging frames	256.48	637.68
Credit Card Charge	02/14/2024	Stater Bros - CalCard	Cat food	17.43	655.11
Bill	02/22/2024	Cal Card (US Bank)	Statement Ending 02/22/24	-655.11	0.00
Credit Card Charge	02/26/2024	Stater Bros - CalCard	Tortoise Food	20.91	20.91
Credit Card Charge	02/27/2024	Costco-Cal Card	Fuel for 2003 Chevy	68.64	89.55
Credit Card Charge	02/28/2024	Best Buy	Memory card reader for Facilities camera	16.34	105.89
Credit Card Charge	02/28/2024	Fuel - Misc	Diesel for tractor	96.04	201.93
Total 20609 - CalCard - J Salcido				104.25	201.93
<b>20610 - CalCard - J Taylor</b>					145.61
Credit Card Charge	02/01/2024	Costco-Cal Card	Document scanner for Admin Asst I/II	239.68	385.29
Credit Card Charge	02/01/2024	Amazon-Cal Card	crafts for activity tables @ Pumpkin Festival	65.34	450.63
Credit Card Charge	02/02/2024	Amazon-Cal Card	Wellness Grant Watch for BY	38.95	489.58
Credit Card Charge	02/05/2024	Costco-Cal Card	TP, Hand Soap, Lysol, Clorox, Copy Paper	153.64	643.22
Credit Card Charge	02/08/2024	Amazon-Cal Card	Melting chocolate for chocolate fountain	14.99	658.21
Credit Card Charge	02/09/2024	Food - CalCard	Gelatina for Valentines Staff Mtg	14.99	673.20
Credit Card Charge	02/11/2024	Stater Bros - CalCard	Strawberries and Whipping Cream for Board Mtg	13.97	687.17
Credit Card Charge	02/12/2024	Supplies - Misc	2024 Planner for GM	35.01	722.18
Credit Card Charge	02/13/2024	Amazon-Cal Card	small routing envelopes	33.86	756.04
Bill	02/22/2024	Cal Card (US Bank)	Statement Ending 02/22/24	-756.04	0.00
Credit Card Charge	02/27/2024	Amazon-Cal Card	under desk foot rest-JT	30.51	30.51
Credit Card Charge	02/29/2024	Stater Bros - CalCard	dessert for LEAP day lunch	16.98	47.49
Total 20610 - CalCard - J Taylor				-98.12	47.49
<b>20613 - CalCard - R Sotomayor</b>					95.35
Credit Card Charge	02/12/2024	Amazon-Cal Card	Coat hanger	43.59	138.94
Credit Card Charge	02/13/2024	Services - Misc	Plaza Auto Care Center - Repairs for 2003 Chevy	660.00	798.94
Credit Card Charge	02/14/2024	Amazon-Cal Card	Stamp for Safety Quiz	20.78	819.72
Credit Card Charge	02/14/2024	Amazon-Cal Card	Eye wash station signs	25.34	845.06
Credit Card Charge	02/15/2024	Costco-Cal Card	Fuel for 2018 Chevy: O.R. 28,705	123.32	968.38
Credit Card Charge	02/16/2024	Hazzard Backflow Inc	Backflow Test	440.00	1,408.38
Bill	02/22/2024	Cal Card (US Bank)	Statement Ending 02/22/24	-1,408.38	0.00
Credit Card Charge	02/27/2024	Lowe's-Cal Card	Lighters	30.18	30.18
Total 20613 - CalCard - R Sotomayor				-65.17	30.18
<b>20619 - CalCard - B Burgess</b>					-29.42
Credit Card Charge	02/01/2024	Amazon-Cal Card	GJ Desk: mouse pad, dry erase and cork board, laptop case a...	29.42	0.00
Credit Card Charge	02/07/2024	Eventbrite-Cal Card	Theodore Payne tour-SK,DM,JJ,GJ,KD,AA	363.24	363.24
Credit Card Charge	02/14/2024	Eventbrite-Cal Card	EB subscription 2/14-3/14/24	29.00	392.24
Credit Card Charge	02/14/2024	Zoom	Zoom One Pro & Webinar 1000	162.06	554.30
Credit Card Charge	02/15/2024	Amazon-Cal Card	Hard Hats - PPE Eqmt	84.67	638.97
Credit Card Charge	02/15/2024	Amazon-Cal Card	Safety Glasses - PPE Eqmt	36.74	675.71
Bill	02/22/2024	Cal Card (US Bank)	Statement Ending 02/22/24	-675.71	0.00
Total 20619 - CalCard - B Burgess				29.42	0.00
<b>20620 - CalCard - S Kleinrock</b>					1,222.75
Credit Card Charge	02/01/2024	SendGrid	contact list storage 1/1-1/31/24	19.95	1,242.70
Credit Card Charge	02/07/2024	Amazon-Cal Card	Squeegees (3), mops (2)	142.07	1,384.77
Credit Card Charge	02/07/2024	Amazon-Cal Card	fruit skewers and chocolate fountain for Valentines board mtg	38.12	1,422.89
Credit Card Charge	02/07/2024	Amazon-Cal Card	Melting chocolate for Valentines board meeting treats	14.95	1,437.84
Credit Card Charge	02/14/2024	Amazon-Cal Card	Airborne and Paper Towels	69.20	1,507.04
Credit Card Charge	02/18/2024	Services - Misc	iCloud storage-monthly	9.99	1,517.03
Credit Card Charge	02/19/2024	Supplies - Misc	Country Farm Supply - Hand Hoe Tools	60.10	1,577.13
Bill	02/22/2024	Cal Card (US Bank)	Statement Ending 02/22/24	-1,577.13	0.00
Total 20620 - CalCard - S Kleinrock				-1,222.75	0.00
<b>20626 - CalCard - M Curiel</b>					29.41
Credit Card Charge	02/12/2024	Amazon-Cal Card	Incredible Journey Lobby Display Instruction Sign Holders	39.23	68.64
Credit Card Charge	02/12/2024	Amazon-Cal Card	Incredible Journey Lobby Display DIY Cubes	56.88	125.52
Credit Card Charge	02/12/2024	Supplies - Misc	Incredible Journey Lobby Display Sign Holders	66.90	192.42
Bill	02/22/2024	Cal Card (US Bank)	Statement Ending 02/22/24	-192.42	0.00
Total 20626 - CalCard - M Curiel				-29.41	0.00



**Chino Basin Water Conservation District  
CalCard Monthly Detail**

As of February 29, 2024

Type	Date	Name	Memo	Amount	Balance
<b>20630 · CalCard - M Dean</b>					
Credit Card Charge	02/02/2024	Amazon-Cal Card	Beanies for staff (10)	98.00	2,013.21
Credit Card Charge	02/07/2024	Supplies - Misc	Dog Days T-Shirts	552.43	2,111.21
Credit Card Charge	02/08/2024	Google	Google Drive Storage	1.99	2,665.63
Credit Card Charge	02/11/2024	Services - Misc	social media software	79.00	2,744.63
Credit Card Charge	02/14/2024	Google	Google Storage - Feb	0.99	2,745.62
Credit Card Charge	02/16/2024	Wayfair	Montclair Place Spring Display	192.92	2,938.54
Credit Card Charge	02/16/2024	Supplies - Misc	Sticker Giveaways: Open House and Field Trips	386.41	3,324.95
Credit Card Charge	02/19/2024	Services - Misc	Newsletter software	88.35	3,413.30
Credit Card Charge	02/20/2024	Supplies - Misc	Montclair Place Display Banner	1,315.20	4,728.50
Credit Card Charge	02/21/2024	Amazon-Cal Card	Carpet for Open House Step & Repeat	16.32	4,744.82
Credit Card Charge	02/22/2024	Amazon-Cal Card	Carpet for Open House Step & Repeat	95.90	4,840.72
Bill	02/22/2024	Cal Card (US Bank)	Statement Ending 02/22/24	-4,744.82	95.90
Credit Card Charge	02/29/2024	Zoom	One Pro monthly: 2/29/24-3/29/24	16.61	112.51
Total 20630 · CalCard - M Dean				-1,900.70	112.51
<b>20631 · CalCard - W Mercado</b>					
Credit Card Charge	02/14/2024	Supplies - Misc	Step & repeat banner for Open House event	660.71	1,500.00
Bill	02/22/2024	Cal Card (US Bank)	Statement Ending 02/22/24	-2,160.71	0.00
Credit Card Charge	02/29/2024	Amazon-Cal Card	Speaker/Paracord for Field Trip Lessons	47.91	47.91
Total 20631 · CalCard - W Mercado				-1,452.09	47.91
<b>20632 · CalCard - E Willis</b>					
Credit Card Charge	02/02/2024	Restaurant-Cal Card	brkfst mtg- EW & Tenise/Montclair Chamber	41.27	668.65
Credit Card Charge	02/03/2024	Drop Box	Dropbox Essentials Subscription	216.00	709.92
Credit Card Charge	02/07/2024	California Newspapers Partnership	Daily Bulletin: Digital access monthly	14.00	925.92
Credit Card Charge	02/16/2024	Square Signs LLC dba Front Signs	50% Deposit - Pin Lettering for ED Bldg	1,173.00	939.92
Credit Card Charge	02/20/2024	Los Angeles News Group	Monthly digital subscription	16.00	2,112.92
Bill	02/22/2024	Cal Card (US Bank)	Statement Ending 02/22/24	-2,128.92	0.00
Credit Card Charge	02/23/2024	Zoom	Zoom One Pro Monthly 2/23/24-3/22/24	16.61	16.61
Credit Card Charge	02/23/2024	ACWA	EW - 2024 Spring Conference	840.00	856.61
Total 20632 · CalCard - E Willis				187.96	856.61
<b>20634 · CalCard - D Moreno</b>					
Credit Card Charge	02/12/2024	Home Depot - CalCard	Brushes and Hammer	54.30	0.00
Credit Card Credit	02/13/2024	Home Depot - CalCard	Refund - Brushes	-19.35	54.30
Credit Card Charge	02/13/2024	Home Depot - CalCard	Smart Indoor Controller	214.42	34.95
Bill	02/22/2024	Cal Card (US Bank)	Statement Ending 02/22/24	-249.37	0.00
Credit Card Charge	02/29/2024	Home Depot - CalCard	Wood for Raised Bed Workshop	44.58	44.58
Total 20634 · CalCard - D Moreno				44.58	44.58
<b>20637 · CalCard - G Jimenez</b>					
Credit Card Charge	02/15/2024	Lowe's-Cal Card	Welding wire	52.15	0.00
Credit Card Charge	02/19/2024	Lowe's-Cal Card	irrigation supply-garden	20.43	52.15
Bill	02/22/2024	Cal Card (US Bank)	Statement Ending 02/22/24	-72.58	0.00
Total 20637 · CalCard - G Jimenez				0.00	0.00
<b>20642 · CalCard - D Schroeder</b>					
Credit Card Charge	02/14/2024	Zello Inc	Telephone Srv Period: 2/14/24-3/13/24	88.00	-106.94
Bill	02/22/2024	Cal Card (US Bank)	Statement Ending 02/22/24	18.94	-18.94
Credit Card Charge	02/29/2024	Education - Misc	International Society of Arboriculture - ISA Certification Memb...	120.00	0.00
Total 20642 · CalCard - D Schroeder				226.94	120.00
<b>20643 · CalCard - D Lamarque</b>					
Bill	02/22/2024	Cal Card (US Bank)	Statement Ending 02/22/24	0.00	0.00
Total 20643 · CalCard - D Lamarque				0.00	0.00
<b>20644 · CalCard - L Holguin</b>					
Credit Card Charge	02/12/2024	Stater Bros - CalCard	Tortoise Food	18.62	34.49
Bill	02/22/2024	Cal Card (US Bank)	Statement Ending 02/22/24	-53.11	0.00
Total 20644 · CalCard - L Holguin				-34.49	0.00
<b>20645 · CalCard- J Jones</b>					
Credit Card Charge	02/15/2024	Arizona Machinery dba Stotz Equipment	drill bit for auger	181.88	0.00
Bill	02/22/2024	Cal Card (US Bank)	Statement Ending 02/22/24	-181.88	0.00
Credit Card Charge	02/28/2024	Lowe's-Cal Card	palm/cactus mix	48.33	48.33
Credit Card Charge	02/28/2024	Services - Misc	Fuel for Ford	149.30	197.63
Total 20645 · CalCard- J Jones				197.63	197.63
<b>20646 · CalCard- A Fernandez</b>					
Bill	02/22/2024	Cal Card (US Bank)	Statement Ending 02/22/24	0.00	0.00
Total 20646 · CalCard- A Fernandez				0.00	0.00
<b>20647 · CalCard- A Quinones</b>					
Credit Card Charge	02/15/2024	Smart & Final-Cal Card	Field Trip Snacks	10.99	2,016.18
Credit Card Charge	02/15/2024	Smart & Final-Cal Card	Snacks for Groundwater Guardians Youth Cohort	18.57	2,027.17
Bill	02/22/2024	Cal Card (US Bank)	Statement Ending 02/22/24	-2,045.74	0.00
Credit Card Charge	02/23/2024	Supplies - Misc	Sam's BDay Celebration Stickers	83.93	83.93
Credit Card Charge	02/26/2024	Services - Misc	fieldtrip regist. platform-monthly	199.00	282.93
Credit Card Charge	02/27/2024	Services - Misc	Photographer Deposit for Open House - Bun Naa Ngin Ung	165.00	447.93
Total 20647 · CalCard- A Quinones				-1,568.25	447.93
Total 20600 · CalCard				-3,114.76	5,393.47

Chino Basin Water Conservation District  
CalCard Monthly Detail

As of February 29, 2024

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Type	Date	Name	Memo	Amount	Balance
TOTAL				<u>-3,114.76</u>	<u>5,393.47</u>

**CHINO BASIN WATER CONSERVATION DISTRICT**  
**PAYROLL SUMMARY**  
**Feb-24**

	<b>PPE</b>
	<b>2/10/2024</b>
Total Checks & Direct Deposits	\$ 42,105.55
Total Taxes Paid	\$ 18,446.65
<b>Total Payroll</b>	<b>\$ 60,552.20</b>

*\*Check date 2/15/2024*

	<b>PPE</b>
	<b>2/24/2024</b>
Total Checks & Direct Deposits	\$ 47,486.34
Total Taxes Paid	\$ 18,969.45
<b>Total Payroll</b>	<b>\$ 66,455.79</b>

*\*Check date 2/29/2024*

**CHINO BASIN WATER CONSERVATION DISTRICT**  
**PAYROLL SUMMARY**  
Feb-24

<b>Pay Period Beg.</b>	<b>Pay Period End</b>	<b>Gross Wages</b>	<b>Notes</b>
6/18/2023	7/1/2023	\$ 54,009.58	
7/2/2023	7/15/2023	\$ 57,916.88	
7/16/2023	7/29/2023	\$ 52,833.17	
7/30/2023	8/12/2023	\$ 55,622.73	
8/13/2023	8/26/2023	\$ 59,212.92	
8/27/2023	9/9/2023	\$ 54,669.62	
9/10/2023	9/23/2023	\$ 61,235.64	
9/24/2023	10/7/2023	\$ 53,496.92	
10/8/2023	10/21/2023	\$ 55,879.77	
10/22/2023	- 11/4/2023	\$ 52,929.72	
11/5/2023	- 11/18/2023	\$ 61,429.59	
11/19/2023	- 12/2/2023	\$ 54,039.81	
12/3/2023	- 12/16/2023	\$ 61,314.44	
12/17/2023	- 12/30/2023	\$ 52,522.02	
12/31/2023	- 1/13/2024	\$ 60,593.00	
1/14/2024	- 1/27/2024	\$ 58,562.99	
1/28/2024	- 2/10/2024	\$ 61,716.56	
2/11/2024	- 2/24/2024	\$ 66,874.92	
<b>Total Payroll</b>		<b>\$ 1,034,860.28</b>	









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**STAFF REPORT  
BOARD OF DIRECTORS REGULAR MEETING**

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**DATE:** April 8, 2024

**FROM:** Elizabeth Willis, General Manager

**BY:** Alicia Fernandez, Administrative Services Manager

**SUBJECT: INTRODUCTION AND FIRST READING OF ORDINANCE NO. 2024-01, AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE CHINO BASIN WATER CONSERVATION DISTRICT, ADOPTING A POLICY PROHIBITING CAMPING ON DISTRICT OWNED PROPERTIES**

---

**RECOMMENDATION**

It is recommended that the Board of Directors:

1. Introduce and Conduct First Reading, by title only, of Ordinance No. 2024-01, an Ordinance of the Board of Directors of the Chino Basin Water Conservation District, adopting a policy prohibiting camping on District owned properties.

**BACKGROUND**

To address problems experienced in the past with unauthorized camping on District owned properties, the Administrative Services Department produced the proposed Ordinance to address and remedy such problems.

**DISCUSSION/ANALYSIS**

Currently, the District has no formal policy prohibiting unauthorized camping on District owned properties. By adopting and implementing this proposed Ordinance, the District will specifically address and authorize remedial measures to be taken in response to unauthorized camping on District owned property.

The proposed Ordinance will prohibit camping in or on Chino Basin Water Conservation District owned properties and facilities, without express written authorization, and identifies the types of prohibited camps and camping facilities.

**FISCAL IMPACT**

There is no fiscal impact associated with the staff recommendation.



**ATTACHMENT(S)**

Attachment 1: Ordinance No. 2024-01, An Ordinance of the Board of Directors of the Chino Basin water Conservation District, Adopting a Policy Prohibiting Camping on District Owned Properties

**ORDINANCE NO. 2024-01****AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE CHINO BASIN WATER CONSERVATION DISTRICT, ADOPTING A POLICY PROHIBITING CAMPING ON DISTRICT OWNED PROPERTIES**

**NOW THEREFORE, THE BOARD OF DIRECTORS OF THE CHINO BASIN WATER CONSERVATION DISTRICT DOES ORDAIN AS FOLLOWS:**

**SECTION 1. Purpose and Authority.** The purpose of this Ordinance is to establish a District policy prohibiting the establishment or erection of a camp or camping facility, as defined herein, or camping on Chino Basin Water Conservation District (District) owned properties or facilities.

**SECTION 2. Prohibition of Camping.** The following definitions, provisions and statement are hereby ordained by the Board of Directors:

- A. Camp or camping facility.** Camp or camping facility means tents, huts, other physical shelters (whether of natural or synthetic material), cots, beds, bedding material, hammocks, bedrolls, or fire pits.
- B. Camping prohibited.** No person shall erect, maintain, or occupy a camp or camping facility of any kind on any area owned or operated by the Chino Basin Water Conservation District, unless specifically authorized by the District in writing prior to erection of the camp or camping facility.
- C. Enforcement.** Any person or persons violating this Ordinance will be requested to promptly dismantle and remove from District property the camp or camping facility. Alternatively, local law enforcement or code enforcement services may be contacted and requested to arrange for the removal of any camp or camping facility, and for the removal of any person who does not have written authorization from the District to be on District owned property.

**SECTION 3. Severability.** If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional or unlawful, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof. The Board of Directors hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be held to be unconstitutional or unlawful.

**SECTION 4. Effective Date.** This Ordinance shall become effective and be in full force and operation from and after thirty-one (31) days after its final passage and adoption.

**SECTION 5. Publication.** The Board Secretary shall certify the adoption of the Ordinance and shall cause the same to be published or posted according to law.

**PASSED, APPROVED, AND ADOPTED** this 13<sup>th</sup> day of May 2024.

\_\_\_\_\_  
Mark Ligtenberg, Board President

**ATTEST:** \_\_\_\_\_  
Elizabeth Willis, Board Secretary

I HEREBY CERTIFY that the foregoing Ordinance was introduced at the regular board meeting on the 8<sup>th</sup> day of April 2024 and was adopted by the Board of Directors of the Chino Basin Water Conservation District at the meeting held on the 13<sup>th</sup> day of May 2024 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

\_\_\_\_\_  
Elizabeth Willis, Board Secretary

**STAFF REPORT  
BOARD OF DIRECTORS REGULAR MEETING**

---

**DATE:** April 8, 2024

**FROM:** Elizabeth Willis, General Manager

**BY:** Alicia Fernandez, Administrative Services Manager

**SUBJECT:** **APPROVE UPDATED DISTRICT POLICY NO. 48 – CELL PHONE USAGE AND STIPEND**

---

**RECOMMENDATION**

It is recommended that the Board of Directors:

1. Review, discuss, and approve District Policy 48 – Cell Phone Usage and Stipend, effective April 8, 2024; and
2. Direct staff to update the District’s Policy and Procedures Manual.

**BACKGROUND**

On July 25, 2008, the Board of Directors authorized cell phone allowances of \$92 a month for the General Manager and \$58 for the Assistant General Manager, Conservation Specialist II, and Conservation Specialist III positions.

At its August 2015 meeting, the Board approved position title and classification changes to establish an Executive Management Team consisting of the Executive Director, Deputy Executive Director, Community Programs Manager, and Conservation Programs Manager. Since these replaced existing positions that were authorized to receive cell phone reimbursements, they were provided the monthly cell phone reimbursement as well. At an undetermined point, the Facilities and Landscape Supervisor was authorized to receive the same reimbursement. When the title for that position was upgraded to Facilities and Operations Manager, the reimbursement continued.

On July 11, 2018, the Board of Directors approved changes to the cell phone reimbursement authorization to include the Landscape Maintenance Lead position that was previously classified as the Landscape Maintenance Worker III position in May of 2017. The Landscape Maintenance Worker III position was reclassified as the Facilities and Basin Technician in January 2021 and the reimbursement continued.

On March 27, 2024, the Personnel Committee met to discuss the updates to Policy No. 48, and it was recommended that staff bring this item before the Board on April 8, 2024, for consideration

of increasing the monthly cell phone stipend from \$58 to \$65 for Executive Management employees and clarify language related to records management and retention for personally owned cell phones used by District employees.

**DISCUSSION/ANALYSIS**

The cell phone policy was not updated to reflect the changes previously approved by the Board as of July 2018. It was also only tailored to establish usage guidelines for field employees using “push to talk” technology to effectively communicate business needs and safety concerns to each other and records management/retention guidelines.

The District recently implemented a facility and property management system, MaintainX, to increase its workforce productivity by making it easier to schedule, record, and monitor maintenance work orders and maintain asset management. As a result, the new cell phones (smart phones) were purchased to replace the “push to talk” phones. Cell phones have been assigned to field employees who either respond to work orders and/or regularly use a cellphone in performance of their job duties. The new cellphones allow employees to effectively communicate without being limited to the “push to talk” feature.

Currently, it is necessary to update the existing policy to establish a set of guidelines, criteria, and conditions governing the usage of District provided cell phones and for reimbursement of business use of personal cell phones for the Executive Management team. Executive Management employees will continue to be eligible to receive a cell phone stipend in lieu of a District owned cell phone. The District will be responsible for paying the monthly standard plan of the new cell phones, including data usage; therefore, all employees who have been assigned a District cell phone will no longer be eligible for the stipend. With the exception of Executive Management and/or on-call employees, District cell phones will need to remain at the District headquarters.

The existing authorized monthly stipend to employees for the use of personally owned cell phones is \$92 a month (\$1,104 annually) for the General Manager and \$58 a month (\$696 annually per manager) for all other managers. The Personnel Committee recommended increasing the monthly cell phone stipend to \$65 for all members of the Executive Management team (\$780 annually per manager). This change makes the allowance even across all managers.

**FISCAL IMPACT**

The fiscal impact is estimated to be \$3,900 per year within the FY 2023-2024 budget, a difference of \$12. Reimbursements for existing and proposed cell phone stipends are included in Accounts 50120 (Salary Employee Wages) and 50130 (Hourly Employee Wages).

**ATTACHMENT(S)**

Attachment 1: Policy No. 48 – Cell Phone Usage and Stipend

**Policy No.:** 48  
**Issue No.:** 12  
**Effective Date:** ~~04/13/09~~ 04/08/24 (Pending Board Approval)  
**Subject:** ~~Mobile Cell Phone Policy~~ Usage and Stipend

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## Policy No. 48 – ~~Mobile Cell~~ Phone ~~Policy Usage and Stipend~~

**Purpose:** To establish a set of guidelines, criteria, and conditions governing the usage of the usage policy for District provided mobile-cell phones and for reimbursement of business use of personal cell phones.

**Policy/Procedure:** The District will provide District owned cell phones to eligible employees makes available for to be used solely for the purpose of conducting the District's business employee use during business activities mobile phones for field employees. The purpose of these phones is to provide employees who either respond to work orders and/or regularly use a cell phone in performance of their job duties with in the field with "Push to Talk" technology that allows them to effectively communicate business needs and safety concerns to each other when they are in the field. Executive Management employees are eligible to receive a cell phone stipend in lieu of a District owned cell phone. Employees that are listed as "on-call" during nights and weekends will be allowed to take the District cell phone home.

### 1. Eligibility:

Eligibility includes the Executive Management employees (Managers and above) or determined on a case-by-case basis and approved by the General Manager and/or designee.

### 2. Use of District Owned Cell Phones:

Cell phones provided by the District for work related use are to be protected by the employee and returned when employment ends. Mobile-Cell phones are considered District property, and the District will pay for the entire cost of the device and data usage. This option is limited to a standard plan and business-related purchases. Phone usage should be limited to District business needs and emergency situations. Personal use of District phones is prohibited.

At the end of the employee's -work shift, -mobile-cell phones are to be placed in their charger at the District office-headquarters to be ready for their next use. With the exception of Executive Management and/or on-call employees, District cell phones are not allowed to leave the District office once the employee's work shift ends.

### 3. Use of Personally Owned Cell Phones:

The District has elected to provide a monetary monthly stipend to Executive Management employees. A cell phone acquired by this method is the personal property of the employee and the employee is responsible for paying the entire cost of the device and data usage.

### 4. Reimbursement Procedures:

Policy No.: 48  
Issue No.: 12  
Effective Date: 04/13/09-04/08/24 (Pending Board Approval)  
Subject: Mobile Cell Phone Policy Usage and Stipend

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The District will provide a monthly stipend of up to a maximum of \$65 per month (\$780 annually / \$30 per pay period) for Executive Management employees who choose to use their personally owned cell phone in lieu of a District owned one.

#### 5. Cell Phone Equipment:

Employees that may pose a higher risk of damaging District owned cell phones are required to use a durable phone case that can handle rugged working conditions while protecting the phone from potential damage, such as an OtterBox case and screen protectors. Eligibility for this purchase will be determined on a case-by-case basis and approved by the General Manager and/or designee. Purchases will be made by the Administrative Services Department.

#### 6. Employee Responsibilities:

Employees shall comply with all applicable laws and regulations regarding the use of cell phones while operating a motor vehicle.

Employees assigned a District cell phone and/or receiving the monthly stipend must sign the cell phone acknowledgement form.

Employees that are not eligible for a cell phone stipend and who receive a District owned cell phone must not conduct or participate in District business communications on their personally owned cell phones.

#### 7. Records Management/Retention:

All electronic communications (e.g., emails and text messages) -related to the conduct of the District business are official District records and are the property of the District. The District reserves the right to access and disclose all District business messages sent through its ~~system~~-District owned cell phones and/or personally owned cell phones for any purpose.

Messages transmitted over the ~~District mobile-cell phones system~~ should be those involved in the District business activities for the accomplishment of ~~business related~~ business-related tasks or any communication directly related to District business, administration, or practices.

The California Public Records Act (CPRA), Government Code Section 6520, requires the District to make all public records available for inspection and to provide copies upon request. Public records include "any writing containing information relating to the conduct of the public's business".

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As a result, employees should be aware that no cell phone message transmitted on the District's cell phones ~~system~~ is private or confidential, and District cell phones may be examined at any time with or without notice. Furthermore, the District reserves the right to examine any District related information transmitted or stored on an employee's personally owned cell phones. Such examinations may occur at any time

**Policy No.:** 48  
**Issue No.:** 12  
**Effective Date:** 04/13/09-04/08/24 (Pending Board Approval)  
**Subject:** Mobile Cell Phone Policy Usage and Stipend

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and may or may not include advance notification to the employee. If the examination is performed as part of an investigation, it will be coordinated with the employee's management and Administration Department and follow the steps below:

- a. The Administration Department shall communicate the request for records to the employee or official who may have such information in personal devices or accounts.
- b. The Administration Department shall reasonably rely on the employee to search their own personal files, accounts, and devices for responsive materials.
- c. If the employee asserts to the District that they do not have any responsive records on their personal device or accounts, the employee may be required by a court to submit an affidavit providing the factual basis for determining whether a record is a public or personal record.

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By accepting the monthly stipend, employees agree that they have should have no reasonable expectation of privacy with respect to any use and, including storage, business or personal, of the business related communication on personally owned District's cell phone systems.

**Revision:**

Issue No. 01: 04/13/09, Original policy.

Issue No. 02: 04/08/24, Updated to include updated usage guidelines. (Pending Board Approval)





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**STAFF REPORT  
BOARD OF DIRECTORS REGULAR MEETING**

---

**DATE:** April 8, 2024

**FROM:** Elizabeth Willis, General Manager

**BY:** Alicia Fernandez, Administrative Services Manager

**SUBJECT:** **APPROVE UPDATED DISTRICT POLICY NOS. 30, 30-2 - 30-6, 38, AND 39**

---

**RECOMMENDATION**

It is recommended that the Board of Directors:

1. Review, discuss, approve District Policy Nos. 30, 30-2 - 30-6, 38, and 39 effective April 8, 2024; and,
2. Direct staff to update the District's Policy and Procedures Manual.

**BACKGROUND**

As with other policies, the District's Policy and Procedures Manual needs to be updated periodically to address changes in the law, best practices, and the District's operations. Staff has begun working on a comprehensive review of the manual and will be recommending proposed revisions as needed.

The objective of the Manual is to provide fair and equitable management of the District's personnel. The Manual is intended to ensure uniform and fair treatment for District employees and to define guidelines for all employees of the District.

On March 27, 2024, the Personnel Committee met to discuss the recommended updates to Policy Nos. 30, 30-2 - 30-6, 38, and 39, and asked clarifying questions related to the policies. The Committee recommended that staff further review the language related to wage garnishments in Policy No. 30 and secondary employment language in Policy 30-4, and to bring this item for consideration of approval on April 8, 2024.

**DISCUSSION/ANALYSIS**

The major revisions are summarized below:

- **Policy No. 30 – Timekeeping and Payroll Administration:** *This policy was updated to include clear guidelines on timekeeping procedures, enforcement, paydays and submittal deadlines,*

*changing employee information, and completion of personnel action form for personnel files. The policy title was also updated from Timesheet Submittals and Payroll-related Employee Status Changes.*

- *Original Policy No. 32 – Compensation, Work Schedules and Records and Reports contained language related to payroll deductions, wage garnishments, and FLSA non-exempt employees. That language was removed from the policy and incorporated into Policy No. 30, as it relates to Timekeeping and Payroll Administration. No changes were made to that section. Language relating to wage garnishments was removed.*
- **Policy No. 30-2 – Meal and Rest Periods:** *Original Policy No. 32 – Compensation, Work Schedules and Records and Reports contained language related to meals and rest periods. Staff believes it would be best contained as a separate policy for the purposes of clarity for the reader. The proposed policy provides detailed guidelines for meal and rest periods for employees (original language is noted and changed entirely).*
- **Policy No. 30-3 – Alternative Work Week Schedule:** *This policy was renamed and updated to include the employee benefits of an alternative work week schedule. It was also updated to clarify the language throughout in the “Introduction”, “Policy”, “Eligibility”, and “Flexibility” sections (policy is redlined to show revisions).*
- **Policy No. 30-4 – Work Schedule:** *Original Policy No. 32 – Compensation, Work Schedules and Records and Reports contained language related to work schedules that staff believes would be best contained as a separate policy. The original language was incorporated into the proposed policy but was updated to define the District’s work hours, define a traditional work week, update the alternative work week definition, update the “Flex Time” section to comply with California labor law, remove repetitive language, and clarify language throughout (policy is redlined to show revisions).*
- **Policy No. 30-5 – Compensation:** *Original Policy No. 32 – Compensation, Work Schedules and Records and Reports contained language related compensation that staff believes would be best contained as a separate policy. The original language was incorporated in the proposed policy and minimal changes were made to it. However, the policy was updated to include detailed language related to salary, performance evaluations, compensation review, merit-based step increases, and cost of living adjustment (COLA) guidelines (policy is redlined to show revisions).*
- **Policy No. 30-6 – Personnel Records and Access:** *Original Policy No. 32 – Compensation, Work Schedules and Records and Reports contained language related to “Records and Reports” that staff believes would be best contained as a separate policy. The original language was incorporated into the proposed policy and had minimal updates (policy is redlined to show revisions).*
- **Policy No. 38 – Vacation:** *The policy procedures/sections were categorized by subject such as “Eligibility”, “Accrual”, etc. enhance user-friendliness. The policy was also updated to include vacation request procedures, recommend adjusting the maximum accrual of hours, update vacation usage tracking, clarify separation of employment language, and add the option to payout vacation. Adding the vacation payout option provides several benefits such as financial planning and flexibility for employees and may improve productivity and attendance for the District.*

- **Policy No. 39 – Holidays:** *This policy was updated to clarify language related to floating holiday eligibility and conditions.*

Staff submitted the proposed policy changes to the District's insurance provider, ACWA JPIA, and District's labor law counsel prior to Board approval. Staff incorporated ACWA JPIA's feedback, including feedback received from the District's labor law counsel to be compliant with state and federal law, while addressing the Personnel Committee's feedback. Pending adoption, staff will update and share the updated Policy and Procedures Manual with all employees.

**FISCAL IMPACT**

No fiscal impact.

**ATTACHMENT(S)**

Attachment 1: Policy No. 30 – Timekeeping and Payroll Administration

Attachment 2: Policy No. 30-2 – Meal and Rest Periods

Attachment 3: Policy No. 30-3 – Alternative Work Week Schedule

Attachment 4: Policy No. 30-4 – Work Schedule

Attachment 5: Policy No. 30-5 – Compensation

Attachment 6: Policy No. 30-6 – Personnel Records and Access

Attachment 7: Policy No. 30-2 – Compensation, Work Schedules and Records and Reports, original policy with redlines and without redlines (**ORIGINAL POLICY**)

Attachment 8: Policy No. 38 – Vacation Pay

Attachment 9: Policy No. 39 – Holiday Pay

**Policy No.:** 30  
**Issue No.:** 34  
**Effective Date:** 03/01/98\_04/08/24 (Pending Board Approval)  
**Subject:** Timesheet Submittals Keeping and Payroll Administration ~~related Employee Status Changes~~

**Policy No. 30 – Time**~~keeping sheet Submittals~~ **and Payroll** Administration~~related Employee Status Changes~~

**Purpose:** —To establish the procedures and time frames/deadlines for submission of payroll timesheet and personnel actions which affect the processing of the District's biweekly payroll.

**Policy/Procedure:**

Accurately reporting time worked is the responsibility of every employee. The District must keep an accurate record of actual time worked to calculate employee pay and benefits.

To enable the District to process an efficient and timely biweekly payroll, the following deadlines have been established:

1. Timekeeping – Nonexempt employees must accurately record the time they begin and end their work daily. They must also record the beginning and ending time of any split shift or departure from work for personal reasons. Altering, falsifying, or tampering with time records is prohibited and subjects the employee to discipline, up to including termination. Exempt employees are required to record their daily work attendance and report full and/or partial days of absence from work for reasons such as leaves of absence, sick, vacation, administrative leave, etc.
  - a. Non-exempt employees may not start work until their scheduled starting time.
  - b. It is the employee's responsibility to approve timecards to certify the accuracy of all time recorded.
  - c. Any errors in the timesheet should be reported immediately to their department manager and/or the administrative services manager, who will correct errors as soon as practicable.
2. Enforcement – Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment.
- 4.3. Paydays and Submittal Deadlines – Effective on March 1, 1998, the District pays salaried and hourly employees on a bi-weekly basis, with payroll cutoff at 11:59 p.m. Saturday. (Pay periods run for fourteen consecutive calendar days.)
  - a. On their last workday and/or no later than Friday -at 9:00 a.m. at the end of of each bi-weekly pay period, each hourly—non-exempt employee will complete, signapprove, date and submit their timesheet to their supervisor—Department Manager for approval.-
  - b. Employees are paid every other Thursday for two weeks prior. Direct deposit funds will be available on that payday Thursday.

**Policy No.:** 30  
**Issue No.:** 34  
**Effective Date:** 03/01/98 04/08/24 (Pending Board Approval)  
**Subject:** Timesheet Submittals Keeping and Payroll -related Employee Status Changes Administration

~~b. The District will process paychecks and issue them to all employees within seven days following the cutoff date.~~

c. Transactions received before the cutoff will be processed in the current pay period. Transactions received after the cutoff will be processed in the following pay period. These transactions include, but are not limited to:

- Merit-based step increases.
- Promotions/demotions.
- Insurance changes that affect premium amounts.
- State and/or Federal Income Tax withholdings (W-4 Changes).
- Deferred compensation withholding changes.
- Terminations, ~~resignations~~ resignations, and retirements.
- Cost of living adjustments.

4. Changing Employee Information – The current address and phone numbers are essential for payroll administration purposes. These changes should be noted in writing or via email as soon as possible. Each employee is responsible for notifying the Administrative Services Manager of changes in their personal status including, but not limited to:

- a. Name and/or marital status.
- b. Address and/or telephone number.
- c. Number of eligible family members for health benefits.
- d. Tax payroll deductions.
- e. Emergency contact information.
- f. Changes to deferred compensation.

5. Personnel Action Forms (PAF) – Department Managers are responsible for completing and submitting a PAF, to the Administration Services Manager, for employees in their department when there are changes in their personnel/employment status, including but not limited to:

- a. Appointments such as new hire, promotion, demotion, layoff, resignation, termination, etc.
- b. Personnel changes such as salary/title change, transfer, leave of absence, work schedule change, etc.

6. Payroll Deductions – The District will provide for payroll deduction of the following amounts in addition to the normal federal and state tax withholdings and benefit payments required by law:

**Policy No.:** 30  
**Issue No.:** 34  
**Effective Date:** 03/01/98 04/08/24 (Pending Board Approval)  
**Subject:** Timesheet Submittals Keeping and Payroll -related Employee Status Changes Administration

a. Amounts necessary to adjust jury duty payments received by employees or similar payments received by the employee for periods previously compensated by the District, upon verification of payment by the court.

b. Appropriate sums shall be withheld from the pay-checks of District employees for:

- Medicare
- OASDI
- CA SDI
- Social Security

~~7. Wage Garnishment – employee wage garnishments created additional work onfor the office staff. Discharge because of multiple garnishments is permitted by law. Therefore, the District policy is that wage levies for multiple garnishments shall be considered grounds for dismissal.~~

8. FLSA Non-exempt Employees – shall be paid at their respective wage rate on the basis of timecards turned in. Any timecards not turned in by the day after the end of the pay period may be grounds for discipline. Each employee is responsible for preparing an individual timecard. This includes workdays, time on sick leave, time off due to work-related injury, authorized holidays, and vacations.

a. Employees paid hourly working an Alternative Work Week are owed time and a half for all work performed in any workday beyond the schedule established by the Alternative Work Week agreement, up to 12 hours a day, or for all work performed in any week beyond the schedule established by the Alternative Work Week agreement for that week.

b. Employees paid hourly working an Alternative Work Week are owed double the employee's regular rate of pay for all hours worked in excess of 12 in any workday and for all hours worked in excess of eight hours on the seventh consecutive day of work in a workweek.

**Revision:**

Issue No. 02: 02/12/97

Issue No. 03: 03/01/98

Issue No. 04: 04/08/24, updated to include timekeeping and payroll administration procedures.

**(REMOVED COMPENSATION, WORK SCHEDULE/RECORDS AND REPORTS  
LANGUAGE FROM EXISTING POLICY NO. 30-2 – TO CONTAIN THEM AS A  
SEPARATE POLICY)**

**Policy No.:** 30-2  
**Issue No.:** 1  
**Effective Date:** 04/08/24 (subject to Board approval)  
**Subject:** Meal and Rest Periods

**Purpose:** The District provides all non-exempt employees who work more than five hours in a workday with an uninterrupted, duty-free, 30-minute or 60-minute meal period that shall begin no later than the end of the fifth hour of work. The District also provides all employees with the opportunity to take a 10-minute paid rest break during every four hours worked (or major fraction thereof), which should be taken as far as practicable in the middle of each work period.

**Policy/Procedures:** Employees are generally authorized and permitted to schedule their meal and rest breaks at their own discretion under this policy; however, Department Managers may schedule meal and rest breaks to ensure the smooth operation of their departments and/or the organization as a whole.

**Meal Periods:**

1. Eligibility – Non-exempt employees who work more than five hours in a workday are provided and afforded an uninterrupted, duty-free, 30-minute or 60-minute meal period that is to begin no later than the end of the fifth hour of work. Non-exempt employees who work more than 10 hours in a workday are provided and afforded a second uninterrupted, duty-free, 30-minute or 60-minute meal period that is to begin no later than the end of the 10th hour of work.
  - a. Employees are to be relieved of all duty during their meal period, so that employees are free to use their meal period times as they wish. The District schedules work assignments with the expectation that all employees will take their duty-free meal periods, and the agency encourages employees to do so.
  - b. Employees are expected to accurately reflect their duty-free meal period on their timecard. At no time may any employee perform off-the-clock work or otherwise alter, falsify or manipulate any aspect of their time-keeping records to inaccurately reflect or hide meal periods taken or time spent working during meal periods.
  
2. On-Duty Meal Periods - in limited situations when the nature of employees' duties prevents the employees from being relieved of all duty, certain designated employees may be authorized to work an "on-duty meal period." Employees will be permitted to take an on-duty meal period *only* if the nature of their job duties requires an on-duty meal period, and the employees and the District have agreed in advance and in writing to an on-duty meal period. In this situation, the on-duty meal period will be paid and treated as regular hours worked.
  - a. Employees may *not* take "on-duty meal periods" without prior preapproval from their Department Manager and/or Administrative Services Manager.



**(REMOVED COMPENSATION, WORK SCHEDULE/RECORDS AND REPORTS LANGUAGE FROM EXISTING POLICY NO. 30-2 – TO CONTAIN THEM AS A SEPARATE POLICY)**

**Policy No.:** 30-2  
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**Subject:** Meal and Rest Periods

3. Waiver of Meal Period - Employees may waive their meal periods only when they complete their workday in six hours. If employees work more than 10 hours in a day, they may waive their second meal periods only if they take their first meal periods and they do not work more than 12 hours that day.
  - a. Employees wishing to waive a meal period are required to submit a completed and signed meal period waiver form to the Administrative Services Manager. As such, this waiver does not apply to employees who will be working regularly scheduled nine- and eight-hour days.

**Rest Periods:**

1. Eligibility – employees are permitted and authorized to take a paid, duty-free 10-minute rest break during each four-hour shift or major fraction thereof. The District generally will not authorize a rest break for employees whose total daily work time is less than three and one-half hours.
  - a. Rest breaks may not be combined with meal periods, and they may not be used to shorten the workday.
2. Rest breaks are counted as hours worked; therefore, employees are not required to record their rest breaks on their timecards or in the District's timekeeping system.

Rest breaks will be provided as follows:

<b>Shift (Hours Worked in a Day)</b>	<b>Number of Paid Rest Breaks</b>
At least 3.5 but less than 6 hours	1
At least 6 but less than 10 hours	2
At least 10 but less than 14 hours	3

**Original language from Policy No. 30-2**

1. ~~Meal and Rest Periods — under California labor law a 30-minute unpaid meal break is provided to all employees who work more than five hours. An employee has the option to waive this lunch period provided that s/he has not worked more than six hours with supervisor's approval. As such, this waiver does not apply to CBWCD employees who will be working regularly scheduled nine- and eight-hour days. Employees are provided with a net 10-minute paid rest period for every four hours worked or major fraction thereof. Insofar as is practicable, the~~

**(REMOVED COMPENSATION, WORK SCHEDULE/RECORDS AND REPORTS LANGUAGE FROM EXISTING POLICY NO. 30-2 – TO CONTAIN THEM AS A SEPARATE POLICY)**

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**Subject:** Meal and Rest Periods

~~rest period should be in the middle of the work period. The Division of Labor Standards Enforcement (DLSE) considers anything more than two hours to be a “major fraction of four.” A rest period is not required for employees whose total daily work time is less than three and one-half hours. The rest period is counted as time worked and therefore, the employer must pay for such periods.~~

**Revision:**

Issue No. 1 – 04/08/24, policy previously existed under Policy No. 30-2 – Compensation, Work Schedule/Records and Reports; Removed meal/rest period language to create a separate policy.

**Policy No.:** 30-3  
**Issue No.:** 23  
**Effective Date:** 04/13/0904/08/24 (subject to Board approval)  
**Subject:** Alternative Work Week Schedule~~Written Disclosure~~

**Policy No. 30-3 – Alternative Work Week Schedule ~~Written Disclosure~~**

**Purpose:** The purpose of this document is to support and establish the creation of an Alternative Work Week to promote employee well-being, enhance employee morale, decreased absenteeism, work-life balance, and increased productivity.

**Policy/Procedure:**

Chino Basin Water Conservation District (“District”) Alternative Work Week Written Disclosure:

1. **Introduction** – ~~CBWCD has investigated moving from a~~ in addition to a ~~traditional~~ ly ~~Work Week~~ scheduled forty hour ~~(40-hour work week consisting of five eight-hour days), five day work week to an~~, the District offers its employees an Alternative Work Week schedule. ~~An Alternative Work Week is defined as any regularly scheduled work week that requires an employee to work more than eight hours in one 24-hour period.~~
2. **Policy** – The District has determined through communications with its employees that the 9/80 work week would be the Alternative Work Week most agreeable to its employees, and therefore to the District. In a scheduled two-week, 80-hour pay period, employees who request an alternative work week schedule and receive approval for it, will work eight nine-hour days and one eight-hour day and have one eight-hour workday off every two weeks. It is important to note that the Alternative Work Week schedule is not appropriate for all positions, or in all settings, or for all employees, and must be preapproved by the Department Manager and General Manager. Pay periods begin at 12:00 p.m. on designated Fridays and/or flex day and extend through 11:59 a.m. on alternate Fridays and/or flex day. Full-time employees on a management-~~approved~~ Alternative Work Week schedule may use one hour of vacation and/or administration time during District paid holidays within their first six months of service to be paid for the 9th hour of the day and receive one full paid day off during a District holiday; however, employees may not use sick time accrual for this purpose.
3. **Eligibility** – This policy shall apply to eligible full-time employees who wish to participate in the Alternative Work Week schedule, for Departments that have decided to offer it. Probationary employees accrue vacation and sick leave, but may not use the accrued time during the introductory employment period, or extension thereof. To be eligible, employees must meet the following criteria:
  - a. -Have been a full time ~~full-time~~ permanent employees, currently scheduled to work the standard forty hour per week work schedule.
  - b. Have satisfactory performance record.
  - c. have the approval of their immediate Department Manager.
  - d. Have been employed by the District for at least six months.

**Policy No.:** 30-3  
**Issue No.:** 23  
**Effective Date:** 04/13/0904/08/24 (subject to Board approval)  
**Subject:** Alternative Work Week ~~Schedule~~ ~~Written Disclosure~~

#### 2.4. Disclosure:

- a. Wages: There will be no changes to the employee's rate of pay as a result of changing to an Alternative Work Week. An employee who works under the Alternative Work Week will see no changes in that employee's paycheck from that of a standard work week.
- b. Overtime: Employees on an Alternative Work Week earn overtime differently than those employees who are on a Traditional Work Week schedule entitled to overtime pay after only eight hours per day. Employees working an Alternative Work Week are due time and a half for all work performed in any workday beyond the schedule established by the Alternative Work Week agreement, up to 12 hours a day, or for all work performed in any week beyond the schedule established by the Alternative Work Week agreement. Thus, the employee will be paid time and a half for hours worked in excess of nine hours a day on a scheduled nine-hour workday or in excess of eight hours on that employee's scheduled eight hour or for hours in any week in excess of the schedule established by the Alternative Work Week agreement. Double time is owed for all work performed in excess of 12 hours per day, or in excess of eight hours on an unscheduled workday (refer to Policy No. 30-1 – Overtime).
- c. Lunch-Meal & Break-Rest Periods: Under California labor law, a 30-minute unpaid meal break is provided to all non-exempt employees who work more than five hours. An employee has the option to waive this lunch period provided that s/he has not worked more than six hours with Department Manager approval. As such, this waiver does not apply to District GBWCD employees who will be working regularly scheduled nine- and eight-hour days. A ten-minute rest break is provided for every four hours of work. These lunch and break periods will not be affected by the change to the Alternative Work Week (refer to Policy No. 30-2 – Meal and Rest Periods).
- d. Sick Pay: The number of sick days and rate of accrual will remain unchanged by the Alternative Work Week schedule. However, the rate of usage will change slightly as an employee who calls in sick on a day scheduled for nine hours will have those nine hours deducted from that employee's sick time, instead of the eight hours that would have been deducted under a traditional work schedule or the 9/80 Alternative Work Week scheduled eight-hour day. Sick pay may not be used to supplement the eight-hour of holiday pay.
- e. Holiday Pay: If a District observed holiday falls on an employee's 9/80 Alternative Work Week scheduled day off, the employee will accrue eight hours of holiday time. If an observed holiday falls on the employee's eight-hour workday, the employee will be credited with eight hours of holiday pay. If an observed holiday

**Policy No.:** 30-3  
**Issue No.:** 23  
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**Subject:** Alternative Work Week Schedule~~Written Disclosure~~

falls on the employee's nine-hour workday, the employee may elect to use one hour of vacation ~~or floating holiday~~ leave accrual to supplement the eight-hour holiday pay (refer to Policy No. 39 – Holidays).

- f. Vacation: The number of vacation days and rate of accrual will remain unchanged by the Alternative Work Week. However, the rate of usage will change slightly. If an employee takes a one-week vacation the week s/he is scheduled to work five days, 44 hours of vacation will be deducted from the employee's vacation accrual for that week. If an employee takes a one-week vacation during the week scheduled for a 9/80 day off, 36 hours will be deducted from the employee's vacation accrual balance. If an employee takes one day of vacation leave at a time, vacation time off will be deducted at the rate of nine hours for nine-hour workdays and eight hours for eight-hour workdays (refer to Policy No. 38 – Vacation).

**5. Flexibility:** -Participation in an alternative work week schedule is a privilege, not a right, and is voluntary for employees whose Department Managers have decided to offer the alternative work week schedule. Management reserves the right to temporarily revert the schedule to a traditional work week to accommodate training, special events, or other pressing circumstances. Management reserves the right to return to a traditional work schedule any time the needs of the District require it or for other work-related reasons and must ensure that there is no disruption in the District's operations. Management reserves the right to adjust alternative work week schedules for field employees working in severe heat weather conditions and/or for operational reasons. An employee working an Alternative Work Week who receives an unsatisfactory performance evaluation may be returned to the traditional work schedule if the supervisor determines the employee's performance is negatively impacted by the Alternative Work Week.

**3.6. Medical Benefits:** The health coverage enjoyed by the permanent full-time employees of the District will not be affected by the Alternative Work Week.

The District will include a separate listing by officer/employee outlining applicable charges in the Director's Board Meeting package. The listing will be accessible as public record in conjunction with the regular Board Meeting materials.

**Revision:**

Issue No. 02: 04/13/09, Alternative Work Week Written Disclosure.

Issue No. 03: 04/08/24, updated policy, eligibility requirements and flexibility sections.

**(REMOVED LANGUAGE FROM EXISTING POLICY NO. 30-2 –  
COMPENSATION, WORK SCHEDULE/RECORDS AND REPORTS TO  
CONTAIN AS A SEPARATE POLICY)**

**Policy No.:** 30-4  
**Issue No.:** 1  
**Effective Date:** 04/08/24 (subject to Board approval)  
**Subject:** Work Schedule

**Purpose:** The purpose of this policy is to provide clear guidelines and definitions for standard work schedules while facilitating team coordination to meet the District's staffing needs and identifying labor law requirements.

**Policy/Procedures:** The District must ensure consistency with staffing requirements during its operating hours while promoting fairness and understanding of work schedules across the workforce with the goal of maintaining efficiency among employees with varying schedules.

**Work Schedule:**

1. Work Hours – as a general rule, departments are to be staffed during the District's operating hours.
2. Traditional Work Week – employees working a traditional 40-hour work week consisting of five eight-hour days.
3. ~~Normal~~ Alternative Work Week – CBWCD has determined through communications with its employees that the 9/80 work week would be the Alternative Work Week most agreeable to its employees, and therefore to the District. In a scheduled two-week, 80-hour pay period, employees who request an alternative work week schedule and receive approval for it, will work eight nine-hour days and one eight-hour day and have one eight-hour work day off every two weeks. ~~an employee will work eight nine hour days and one eight hour day and have one eight hour work day off every two weeks.~~ It is important to note that the Alternative Work Week schedule is not appropriate for all positions, or in all settings, or for all employees, and must be preapproved by the Department Manager and General Manager.
4. Flex Time – FLSA non-exempt employees cannot request flex time in lieu of being paid overtime. ~~flex time for District~~ However, non-exempt employees that work overtime during a traditional or alternative work week, may request to leave early on a day during the same pay period. Prior written approval from the Department Manager and/or General Manager shall be obtained no later than the conclusion of the previous work shift ~~is subject to prior approval of the General Manager.~~ For FLSA non-exempt employees, flex time must be confined to a work week as defined above. ~~For FLSA exempt employees shall be permitted the flexibility to adjust their work schedules it should occur within the same pay period.~~
5. ~~Normal Work Day~~ – in a scheduled two-week, 80-hour pay period, ~~an employee will work eight nine our days and one eight hour day and have one eight hour work day off every two weeks.~~

**(REMOVED LANGUAGE FROM EXISTING POLICY NO. 30-2 –  
COMPENSATION, WORK SCHEDULE/RECORDS AND REPORTS TO  
CONTAIN AS A SEPARATE POLICY)**

**Policy No.:** 30-4  
**Issue No.:** 1  
**Effective Date:** 04/08/24 (subject to Board approval)  
**Subject:** Work Schedule

6. Secondary Employment and Moonlighting – employees must notify the District of all secondary employment if it will affect District operations. All employees are prohibited from any secondary employment that interferes with their normal job duties or which creates a conflict of interest regarding their primary employment. Interference is not limited to an actual conflict in hours of employment or conflict of interest, but also includes the ability of the employee to devote his full attention to District responsibilities; to be fit for duty, not to be tired from a second job while on duty; and not having to switch hours with other employees for the purpose of performing a second job.

Any employee who engages in after or before--hours work at a secondary job must accomplish the following:

- a. ~~Notify~~ ~~Receive the written permission of~~ the General Manager prior to accepting secondary employment;
- b. When requested by the General Manager, obtain from the secondary employee a waiver of liability for the District from the secondary employer;
- c. It is incumbent on the employee to make it clear to the secondary employer that he, the employee, is not performing any duties as a representative of the Chino Basin Water Conservation District;
- d. When engaging in secondary employment, the employee is prohibited from wearing any uniform of the Chino Basin Water Conservation District; ~~and~~
- e. Employees may not use District time to perform work for another employer;
- f. Employees may not use District resources, including equipment, tools, vehicles, property, facilities, software, communications (including letterhead, telephone, email accounts), paperwork, data, trade secrets, or any District-owned item in an employee's secondary employment;
- g. Employees may not promote, solicit on behalf of, or advertise their secondary employment while on duty and performing their duties as a District employee. No District employee may use their position within the District as a means of promoting, advertising, or soliciting on behalf of their secondary employer or in pursuit of their secondary employment. District employees are required to devote their full working attention to their District position while on duty;
- h. Employees must not engage in illegal activity in any secondary employment;  
and
- i. Ensure that any secondary employment does not harm the goodwill or reputation of the District or its employees.

Failure to adhere to this policy and allowing secondary employment to interfere with an Employee's District employment may result in discipline up to and including termination. The District understands that employees may seek outside employment to pursue other interests and gain additional income. The District does not seek to discourage employees from engaging in these pursuits

**Commented [BB2]:** California law prohibits employers from regulating employees off-duty hours, including any secondary employment as long as the secondary employment does not impact their primary employment.

**(REMOVED LANGUAGE FROM EXISTING POLICY NO. 30-2 –  
COMPENSATION, WORK SCHEDULE/RECORDS AND REPORTS TO  
CONTAIN AS A SEPARATE POLICY)**

**Policy No.:** 30-4  
**Issue No.:** 1  
**Effective Date:** 04/08/24 (subject to Board approval)  
**Subject:** Work Schedule

but rightfully and respectfully expects that District employees will devote their full energies to their work with the District. Please speak with your General Manager if you have any questions about this policy.

**Revision:**

Issue No. 01 – 04/08/24, policy previously existed under Policy No. 30-2 – Compensation, Work Schedule/Records and Reports; removed “Work Schedules” section to create a separate policy.



**(REMOVED COMPENSATION, WORK SCHEDULE/RECORDS AND REPORTS  
LANGUAGE FROM EXISTING POLICY NO. 30-2 – TO CONTAIN AS A SEPARATE  
POLICY)**

**Policy No.:** 30-5  
**Issue No.:** 1  
**Effective Date:** 04/08/24 (subject to Board approval)  
**Subject:** Compensation

**Policy No. 30-5 – Compensation**

**Purpose:** To define the Compensation guidelines.

**Policy/Procedures:** The District recognizes that maintaining a competitive compensation system is critical to its goals of delivering high-quality services to its citizens. Therefore, the District strives to provide compensation for its employees to attract qualified applicants, retain employees, and motivate employees to maintain the highest standards of performance.

**Compensation:**

1. Compensation Philosophy – as a public entity, the District is committed to rendering the highest level of service possible at a fair and reasonable cost. The District's ability to achieve this objective is affected by a number of factors, one of which is the quality performance of District employees. To attract and retain highly competent employees, promote continuous superior performance, and give full recognition to District financial constraints, the following criteria will be considered in establishing employee compensation:
  - a. ~~The impact of compensation on the cost of services~~, financial position of the District, and overall operational cost.
  - b. Compensation paid for similar work in other similar public and private organizations.
  - c. The relative worth or value of individual employee's services to the success of the District.
  - d. The general and specific performance of employees.
  - e. Status of the labor force, economic conditions, recruitment and retention, experience and other factors influencing the maintenance of a stable and efficient work force.
2. Salaries – for new hires, factors considered in establishing the base salary are education, previous work experience, position, and other relevant factors.

For existing employees, adjustments to the base salary generally occur as a result of a performance evaluation, a promotion, or a significant increase or decrease in job responsibilities as well as business circumstances and other relevant factors.

- a. A promotion occurs when an employee accepts a position that is a higher-level grade. A salary increase is generally given to recognize an increase in job responsibilities. A demotion occurs when an employee accepts a job at a lower level.

**(REMOVED COMPENSATION, WORK SCHEDULE/RECORDS AND REPORTS  
LANGUAGE FROM EXISTING POLICY NO. 30-2 – TO CONTAIN AS A SEPARATE  
POLICY)**

**Policy No.:** 30-5  
**Issue No.:** 1  
**Effective Date:** 04/08/24 (subject to Board approval)  
**Subject:** Compensation

3. Compensation Review and Merit-Based Step Increase – reviews may occur semi-annually in December and annually in June. The department manager and General Manager will evaluate performance based on the outcome of the performance evaluation process, the position of the salary within the range, and job responsibilities.

Merit-based step increases, if any, are given based on performance and in accordance with current business circumstances of the District. An employee may receive their first step increase either (1) during their first agency-wide staff evaluations prior to the July 1st start of the new Fiscal Year or (2) at their first six-month performance evaluation, whichever comes last. No one shall wait longer than 12 months to be eligible to receive their first step increase. All these factors will determine whether a merit-based step increase is awarded. **There are no automatic pay increases.**

Most employees will have the opportunity to receive a merit-based step increase at the beginning of the new fiscal year following the June employee evaluation period, discussing progress and goals achieved during the previous fiscal year and setting new goals and objectives for the coming fiscal year. Merit-based step increases will become effective at the beginning of the first full pay period after the start of the new fiscal year on July 1<sup>st</sup>.

**Note:** any employee on a performance improvement plan may be ineligible for merit pay increases, promotion, or Alternative Workweek Schedule.

4. Cost of Living Adjustment (COLA) – A twelve step compensation system has been established for each position. Agency wide, all steps for active positions may be upgraded annually for inflation. The COLA percentage adjustment will be reviewed and approved by the Board. Generally, the Board uses the Riverside-San Bernardino-Ontario region of the Consumer Price Index released by the U.S. Bureau of Labor Statistics to determine whether and how high the COLA should be set for each fiscal year. It is not required to use that measure and may choose another at its discretion. If approved, the COLA adjustment will be effective during the first full pay period in January of the following fiscal year.
5. Job Description – job descriptions define essential duties that an employee is required to perform in each classification as a condition of continued employment. They are not intended to limit the work which may be performed since other tasks may be assigned that are similar in nature.

**(REMOVED COMPENSATION, WORK SCHEDULE/RECORDS AND REPORTS LANGUAGE FROM EXISTING POLICY NO. 30-2 – TO CONTAIN AS A SEPARATE POLICY)**

**Policy No.:** 30-5  
**Issue No.:** 1  
**Effective Date:** 04/08/24 (subject to Board approval)  
**Subject:** Compensation

6. Employee Paycheck – each employee's check stub indicates total gross earnings, net earnings, or "take-home pay", deductions, and other important information. The check stub should be examined and retained for personal records. Employees are encouraged to review their check stubs each pay day. Paycheck errors must be reported immediately, or as soon as practicable to the supervisor and/or Human Resources for prompt resolution.

Commented [AF1]: Recommended by ACWA JPIA

6.7. During the course of employment, changes affecting payroll status will likely occur from time to time. Examples are changes of dependents and changes required to adjust an excessive or insufficient tax withholding situation. Questions concerning these changes should be directed to the **Administrative Services Manager**.

**Revision:**

Issue No. 01: 04/08/24, policy previously existed under Policy No. 30-2 – Compensation, Work Schedule/Records and Reports; removed compensation related language to create a separate policy.

**(REMOVED COMPENSATION, WORK SCHEDULE/RECORDS AND REPORTS LANGUAGE FROM EXISTING POLICY NO. 30-2 – TO CONTAIN AS A SEPARATE POLICY)**

**Policy No.:** 30-6  
**Issue No.:** 1  
**Effective Date:** 04/08/24 (subject to Board approval)  
**Subject:** Personnel Records and Access and Reports

**Purpose:** The District maintains updated personnel documentation including, but not limited to, emergency contact information, taxes, insurance, and onboarding. These records serve the purpose of supporting the Administrative department in record compliance.

**Policy/Procedures:** The District utilizes this policy as a guide for the maintenance and management of employee personnel files.

1. Personnel File – the accuracy of personnel records is essential for the proper handling of many items of great importance to employees, including the emergency notification of family, income tax deductions, insurance coverage, and other fringe benefits from the District. It is the employee's responsibility to keep the District updated on personal information so that the District may effectively handle those programs and tasks which are for the employee's benefit. Realizing the personal nature of the data in the personnel records, the District respects the employee's confidentiality and will not disclose this information without written approval, or as required by law. An employee may request to review their personnel file, **in the presence of the Administrative Services Manager or the General Manager**, by submitting a written request twenty-four hours in advance to the General Manager **and/or designee**.

In order that the District may keep complete and current records, it is mandatory that the employee notify the District office immediately whenever there is a change in the employee's:

- a. Address
  - b. Telephone Number
  - c. Person to notify in the event of an emergency.
  - d. Name, through marriage or otherwise.
  - e. Marital status
  - f. Number of Dependents
  - g. Insurance Beneficiary
  - h. Military Status
  - i. Driver's License Number and date of expiration when a condition of employment.
  - j. Proof of automobile insurance, if required.
7. Newly Hired Employees – all new employees **who have received a conditional job offer** must furnish the District office with:
    - a. Documentation that establishes identity and employment eligibility (I-9).
    - b. ~~Valid Social Security card.~~
    - c. For positions that will operate motor vehicles:
      - A Department of Motor Vehicles report **must be provided prior to beginning employment. The report must** demonstrate a valid driving

**Commented [AF1]:** Employers are not permitted to specify which documents they will accept from an employee, such as a driver's license and Social Security card. Instead we provide them with a list of acceptable documents from Form I-9

**(REMOVED COMPENSATION, WORK SCHEDULE/RECORDS AND REPORTS LANGUAGE FROM EXISTING POLICY NO. 30-2 – TO CONTAIN AS A SEPARATE POLICY)**

**Policy No.:** 30-6  
**Issue No.:** 1  
**Effective Date:** 04/08/24 (subject to Board approval)  
**Subject:** Personnel Records and Access and Reports

status and a good motor vehicle driving record as evidenced by freedom from multiple or serious traffic violations or accidents for at least two years duration (candidates are responsible for the cost of the report).

- A valid California driver's license with picture.
- In order for an employee to operate their personal vehicle for company business the employee will need to provide proof of auto insurance demonstrating coverage determined by the district.

d. Proof of completion of fingerprint services (background check) performed by a Live Scan provider supported by the Department of Justice (DOJ). All successful candidates that have received a conditional offer of employment by the District must be fingerprinted at a Live Scan provider, at the employee's expense (District will reimburse once cleared), and cleared by the DOJ prior to beginning employment. No person shall be employed if they have been convicted of any sex offense, a controlled substance offense or any violent or serious felony.

If an applicant's background check returns with a criminal history, the District will conduct an individualized assessment of the applicant's criminal history and its relationship to the specific job duties that the applicant will perform. In compliance with the California Fair Chance Act, the District will provide written notice to the applicant or employee should the District conduct an individualized assessment. The District will consider the following factors when making an individualized assessment prior to making an adverse employment decision:

- o The specific personal conduct of the applicant that resulted in the conviction;
- o Whether the harm was to property or people;
- o The degree of the harm (e.g., amount of loss in theft);
- o The permanence of the harm;
- o The context in which the offense occurred;
- o Whether a disability, including but not limited to a past drug addiction or mental impairment, contributed to the offense or conduct, and if so, whether the likelihood of harm arising from similar conduct could be sufficiently mitigated or eliminated by a reasonable accommodation, or whether the disability has been mitigated or eliminated by treatment or otherwise;
- o Whether trauma, domestic or dating violence, sexual assault, stalking, human trafficking, duress, or other similar factors contributed to the offense or conduct;
- o The age of the applicant when the conduct occurred;
- o The amount of time that has passed since the conduct underlying the conviction, which may significantly predate the conviction itself;
- o When the conviction led to incarceration, the amount of time that has passed since the applicant's release from incarceration;
- o The specific duties of the job;

**(REMOVED COMPENSATION, WORK SCHEDULE/RECORDS AND REPORTS LANGUAGE FROM EXISTING POLICY NO. 30-2 – TO CONTAIN AS A SEPARATE POLICY)**

**Policy No.:** 30-6  
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**Subject:** Personnel Records and Access and Reports

- o Whether the context in which the conviction occurred is likely to arise in the workplace; and/or
- o Whether the type or degree of harm that resulted from the conviction is likely to occur in the workplace.
  
- ± The District will also consider any evidence of an applicant's or employees' rehabilitation or mitigating circumstances including but not limited to the factors above. After conducting the individualized assessment, the District may revoke the conditional offer of employment.
  
- e. **Proof of completion of** pre-employment physical examination and drug screen. Employees must ~~pass-complete~~ a physical exam including a screening for ~~the use of~~ illegal substances to meet the district's zero tolerance policy and California State Senate Bill 700.
- f. California Fair Political Practices Commission Form 700, if applicable.
- g. IRS Form #W-4.

**Commented [AF2]:** Recommended by ACWA JPIA Risk Management

**Commented [AF3]:** Feedback provided by District labor law counsel

**Commented [AF4]:** Non DOT positions, can only test for impairment, not the presence of marijuana per SB 700 effective 1/1/24

**Revision:**

Issue No. 1 – 04/08/24, policy previously existed under Policy No. 30-2 – Compensation, Work Schedule/Records and Reports; removed compensation related language to create a separate policy.

**ORIGINAL POLICY - REDLINE COPY**

**Policy No.:** 30-2  
**Issue No.:** 5  
**Effective Date:** 07/11/14  
**Subject:** Compensation, Work Schedule/Records and Reports

**Policy No. 30-2 – Compensation, Work Schedule/Records and Reports****Compensation:**

1. Compensation Policy-Philosophy – as a public entity, the District is committed to rendering the highest level of service possible at a fair and reasonable cost. The District's ability to achieve this objective is affected by a number of factors, one of which is the quality performance of District employees. ~~In order to~~To attract and retain highly competent employees, promote continuous superior performance, and give full recognition to District financial constraints, the following criteria will be considered in establishing employee compensation:
  - a. The impact of compensation on the cost of services, financial position of the District, and overall operational cost.
  - b. Compensation paid for similar work in other similar public and private organizations.
  - c. The relative worth or value of individual employee's services to the success of the District.
  - d. The general and specific performance of employees.
  - e. Status of the labor force, economic conditions, recruitment and retention, experience and other factors influencing the maintenance of a stable and efficient work force.
2. Salaries – for new hires, factors considered in establishing the base salary are education, previous work experience, position, and other relevant factors.

For existing employees, adjustments to the base salary generally occur as a result of a performance evaluation, a promotion, or a significant increase or decrease in job responsibilities as well as business circumstances and other relevant factors.

- a. A promotion occurs when you accept a position that is a higher-level grade. A salary increase is generally given to recognize an increase in job responsibilities. A demotion occurs when you accept a job at a lower level.
3. Compensation Review and Merit Increase – reviews may occur semi-annually in December and annually in June. The Department Manager and General Manager will evaluate the performance based on the outcome of the performance evaluation, the position of the salary within the range and job responsibilities.

Merit increases, if any, are given based on performance and in accordance with current business circumstances of the District. Management reserves the right to increase an employee's salary by one (1) or two (2) steps based on the employee's performance evaluation. Any increase beyond one (1) step, but within the adopted salary range, must be authorized by the General Manager. An employee must have

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worked no less than six (6) months with the Districts to be eligible for a step increase. All these factors will determine salary changes within the pay range. **There are no automatic pay increases.**

**Note:** any employee on a performance improvement plan may be ineligible for merit pay increases, promotion, or Alternative Workweek Schedule.

4. Cost of Living Adjustment (COLA) – Minimum and maximum salary ranges have been established for each position. These ranges may be reviewed and may be upgraded annually for inflation. The COLA percentage adjustment will be reviewed and approved by the Board. If approved, the COLA adjustment will be effective during the first full pay period in July.

2.5. Job Description – job descriptions define essential duties that an employee is required to perform in each classification as a condition of continued employment. They are not intended to limit the work which may be performed since other tasks may be assigned that are similar in nature.

3.6. Employee Paycheck – each employee's check stub indicates total gross earnings, net earnings, or "take-home pay", deductions, and other important information. The check stub should be examined and retained for personal records.

4.7. During the course of employment, changes ~~effecting~~ affecting payroll status will probably occur from time to time. Examples are changes of dependents and changes required to adjust an excessive or insufficient tax withholding situation. Questions concerning these changes should be directed to the ~~General Manager~~Administrative Services Manager.

~~5.8. The District will provide for payroll deduction of the following amounts in addition to the normal federal and state tax withholdings and benefit payments required by law:~~

~~a. Amounts necessary to adjust jury duty payments received by employees or similar payments received by the employee for periods previously compensated by the District, upon verification of payment by the court.~~

~~b. Appropriate sums shall be withheld from the pay checks of District employees for:~~

- ~~• Medicare~~
- ~~• OASDI~~
- ~~• CA SDI~~
- ~~• Social Security~~

~~6.9. Wage Garnishment – employee wage garnishments created additional work on the office staff. Discharge because of multiple garnishments is permitted by law. Therefore, the District policy is that wage levies for multiple garnishments shall be considered grounds for dismissal.~~

**Commented [AF1]:** This policy now lives as a separate policy 30-5 Compensation



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~~7.10.~~ FLSA Non exempt Employees shall be paid at their respective wage rate on the basis of timecards turned in. Any timecards not turned in by the day after the end of the pay period may be grounds for discipline. Each employee is responsible for preparing an individual timecard. This includes workdays, time on sick leave, time off due to work-related injury, authorized holidays and vacations.

~~a.~~ Employees paid hourly working an Alternative Work Week are owed time and a half for all work performed in any workday beyond the schedule established by the Alternative Work Week agreement, up to 12 hours a day, or for all work performed in any week beyond the schedule established by the Alternative Work Week agreement for that week.

~~b.~~ Employees paid hourly working an Alternative Work Week are owed double the employee's regular rate of pay for all hours worked in excess of 12 in any workday and for all hours worked in excess of eight hours on the seventh consecutive day of work in a workweek.

**Commented [AF2]:** This language now lives under Policy 30, as its timesheet/payroll related

#### **Work Schedule / Records and Reports:**

~~1.~~ Work Hours – as a general rule, departments are to be staffed during the District's operating hours.

~~2.~~ Traditional Work Week – employees working a traditional 40-hour work week consisting of five eight-hour days.

~~1-3.~~ Normal—Alternative Work Week – CBWCD has determined through communications with its employees that the 9/80 work week would be the Alternative Work Week most agreeable to its employees, and therefore to the District. In a scheduled two-week, 80-hour pay period, employees who request an alternative work week and receive approval for it will work eight nine-hour days and one eight-hour day and have one eight-hour work day off every two weeks. ~~an employee will work eight nine-hour days and one eight-hour day and have one eight-hour work day off every two weeks.~~ It is important to note that the Alternative Work Week schedule is not appropriate for all positions, or in all settings, or for all employees, and must be preapproved by the department manager and General Manager.

~~2-4.~~ Flex Time – FLSA non-exempt employees cannot request flex time in lieu of being paid overtime. ~~flex time for District.~~ However, non-exempt employees that work overtime during a traditional or alternative work week, may request to leave early on a day during the same pay period. Prior written approval from the Department Manger and/or General Manager shall be obtained no later than the conclusion of the previous work shift. ~~is subject to prior approval of the General Manager.~~ For FLSA non-exempt employees, flex time must be confined to a work week as defined above. For FLSA exempt employees shall be permitted the flexibility to adjust their work schedules –it should occur within the same pay period.

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~~3. Normal Work Day — in a scheduled two week, 80 hour pay period, an employee will work eight nine hour days and one eight hour day and have one eight hour work day off every two weeks.~~

4.5. Secondary Employment – employees must notify the District of all secondary employment. All employees are prohibited from any secondary employment that interferes with their normal job duties or which creates a conflict of interest in regard to their primary employment. Interference is not limited to an actual conflict in hours of employment or conflict of interest, but also includes the ability of the employee to devote his full attention to District responsibilities; to be fit for duty, not to be tired from a second job while on duty; and not having to switch hours with other employees for the purpose of performing a second job.

Any employee who engages in after or before hours work at a secondary job must accomplish the following:

- a. Receive the written permission of the General Manager prior to accepting secondary employment;
- b. When requested by the General Manager, obtain from the secondary employee a waiver of liability for the District from the secondary employer;
- c. It is incumbent on the employee to make it clear to the secondary employer that he, the employee, is not performing any duties as a representative of the Chino Basin Water Conservation District; and
- d. When engaging in secondary employment, the employee is prohibited from wearing any uniform of the Chino Basin Water Conservation District.

~~5. Meal and Rest Periods — under California labor law a 30 minute unpaid meal break is provided to all employees who work more than five hours. An employee has the option to waive this lunch period provided that s/he has not worked more than six hours with supervisor's approval. As such, this waiver does not apply to CBWCD employees who will be working regularly scheduled nine and eight hour days. Employees are provided with a not 10 minute paid rest period for every four hours worked or major fraction thereof. Insofar as is practicable, the rest period should be in the middle of the work period. The Division of Labor Standards Enforcement (DLSE) considers anything more than two hours to be a "major fraction of four." A rest period is not required for employees whose total daily work time is less than three and one-half hours. The rest period is counted as time worked and therefore, the employer must pay for such periods.~~

6. Personnel File – the accuracy of personnel records is essential for the proper handling of many items of great importance to employees, including the emergency notification of family, income tax deductions, insurance coverage, and other fringe benefits from the District. It is the employee's responsibility to keep the District updated on personal information so that the District may effectively handle those programs and tasks which

**Commented [AF3]:** All language under Schedule and Records and Report are now part of Policy No. 30-4 Work Schedules

Language related to work schedules was updated for accuracy and consistency purposes to match with recently updated policy #30-1 - Overtime.

I also removed repeated language regarding normal work day.

**Commented [AF4]:** Removed to incorporate as a separate policy, Policy No. 30-2 - Meal and Rest Periods.

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are for the employee's benefit. Realizing the personal nature of the data in the personnel records, the District respects the employee's confidentiality and will not disclose this information without written approval, or as required by law. An employee may request to review his personnel file by submitting a written request twenty-four hours in advance to the General Manager.

In order that the District may keep complete and current records, it is mandatory that the employee notify the District office immediately whenever there is a change in the employee's:

- a. Address
- b. Telephone Number
- c. Person to notify in the event of an emergency.
- d. Name, through marriage or otherwise.
- e. Marital status
- f. Number of Dependents
- g. Insurance Beneficiary
- h. Military Status
- i. Driver's License Number and date of expiration when a condition of employment.
- j. Proof of automobile insurance, if required.

7. Newly Hired Employees – all new employees who have received a conditional job offer must furnish the District office with:

- a. Documentation that establishes identity and employment eligibility (I-9).
- b. Valid Social Security card.
- c. For positions that will operate motor vehicles:
  - A Department of Motor Vehicles report must be provided prior to beginning employment. The report must demonstrate a valid driving status and a good motor vehicle driving record as evidenced by freedom from multiple or serious traffic violations or accidents for at least two years duration (candidates are responsible for the cost of the report).
  - A valid California driver's license with picture.
  - In order for an employee to operate their personal vehicle for company business the employee will need to provide proof of auto insurance demonstrating coverage determined by the district.
- d. Proof of Results of completion of fingerprint services research performed by a Live Scan provider supported by the Department of Justice (DOJ), local police department. All successful candidates that have received a conditional offer of employment by the District new to the district must be fingerprinted at a Live Scan provider, at the employee's expense (District will reimburse once cleared), and cleared by the Department of Justice-DOJ prior to beginning employment. No person shall be employed if they have been convicted of any sex offense, a controlled substance offense or any violent or serious felony.

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- e. Proof of completion Results of pre-employment physical examination and drug screen. Employees must pass a physical exam including a screening for the use of illegal substances to meet the district's zero tolerance policy.
- f. California Fair Political Practices Commission Form 700, if applicable.
- g. IRS Form #W-4.

**Commented [AF5]:** Now lives as a separate policy 30-6

**Revision:**

Issue No. 01: 03/12/97, Original policy.  
Issue No. 02: 03/08/00, Establish Overtime Guidelines.  
Issue No. 03: 03/09/09, Alternative Work Week Written Disclosure.  
Issue No. 04: 07/11/14, Meal and Rest Period DLSE Clarification.

## ORIGINAL POLICY

**Policy No.:** 30-2  
**Issue No.:** 4  
**Effective Date:** 07/11/14  
**Subject:** Compensation/Work Schedule/Records and Reports

### **Policy No. 30-2 – Compensation/Work Schedule/Records and Reports**

#### **Compensation**

1. "Compensation Policy". As a public entity, the District is committed to rendering the highest level of service possible at a fair and reasonable cost. The District's ability to achieve this objective is affected by a number of factors, one of which is the quality performance of District employees. In order to attract and retain highly competent employees, promote continuous superior performance, and give full recognition to District financial constraints, the following criteria will be considered in establishing employee compensation:
  - A. The impact of compensation on the cost of services, financial position of the District, and overall operational cost.
  - B. Compensation paid for similar work in other similar public and private organizations.
  - C. The relative worth or value of individual employee's services to the success of the District.
  - D. The general and specific performance of employees.
  - E. Status of the labor force, economic conditions, recruitment and retention, experience and other factors influencing the maintenance of a stable and efficient work force.
2. "Job Description". Job descriptions define essential duties than an employee is required to perform in each classification as a condition of continued employment. They are not intended to limit the work which may be performed since other tasks may be assigned that are similar in nature.
3. "Employee Paycheck". Each employee's check stub indicates total gross earnings, net earnings, or "take-home pay", deductions, and other important information. The check stub should be examined and retained for personal records.

During the course of employment, changes effecting payroll status will probably occur from time to time. Examples are changes of dependents and changes required to adjust an excessive or insufficient tax withholding situation. Questions concerning these changes should be directed to the General Manager.

The District will provide for payroll deduction of the following amounts in addition to the normal federal and state tax withholdings and benefit payments required by law:

- A. Amounts necessary to adjust jury duty payments received by employees or similar payments received by the employee for periods previously compensated by the District, upon verification of payment by the court.
- B. Appropriate sums shall be withheld from the pay checks of District employees for:
  1. Medicare

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2. OASDI
  3. CA SDI
  4. Social Security
4. "Wage Garnishment". Employee wage garnishments created additional work on the office staff. Discharge because of multiple garnishments is permitted by law. Therefore, the District policy is that wage levies for multiple garnishments shall be considered grounds for dismissal.
  5. "FLSA Non-exempt Employees" shall be paid at their respective wage rate on the basis of timecards turned in. Any timecards not turned in by the day after the end of the pay period may be grounds for discipline. Each employee is responsible for preparing an individual timecard. This includes workdays, time on sick leave, time off due to work-related injury, authorized holidays and vacations.
    - A. Employees paid hourly working an Alternative Work Week are owed time and a half for all work performed in any workday beyond the schedule established by the Alternative Work Week agreement, up to 12 hours a day, or for all work performed in any week beyond the schedule established by the Alternative Work Week agreement for that week.
    - B. Employees paid hourly working an Alternative Work Week are owed double the employee's regular rate of pay for all hours worked in excess of 12 in any workday and for all hours worked in excess of eight hours on the seventh consecutive day of work in a workweek.

### **Work Schedule / Records and Reports**

1. "Normal Work Week". CBWCD has determined through communications with its employees that the 9/80 work week would be the Alternative Work Week most agreeable to its employees, and therefore to the District. In a scheduled two week, 80 hour pay period, an employee will work eight nine hour days and one eight hour day and have one eight hour work day off every two weeks.
2. "Flex Time". Flex time for District Employees is subject to prior approval of the General Manager. For FLSA non-exempt employees, flex time must be confined to a work week as defined above. For FLSA exempt employees it should occur within the pay period. Prior written approval from the General Manager shall be obtained no later than the conclusion of the previous work shift.
3. "Normal Work Day". In a scheduled two week, 80 hour pay period, an employee will work eight nine hour days and one eight hour day and have one eight hour work day off every two weeks.
4. "Secondary Employment". Employees must notify the District of all secondary employment. All employees are prohibited from any secondary employment that

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interferes with their normal job duties or which creates a conflict of interest in regard to their primary employment. Interference is not limited to an actual conflict in hours of employment or conflict of interest, but also includes the ability of the employee to devote his full attention to District responsibilities; to be fit for duty, not to be tired from a second job while on duty; and not having to switch hours with other employees for the purpose of performing a second job.

Any employee who engages in after or before hours work at a secondary job must accomplish the following:

- A. Receive the written permission of the General Manager prior to accepting secondary employment;
  - B. When requested by the General Manager, obtain from the secondary employee a waiver of liability for the District from the secondary employer;
  - C. It is incumbent on the employee to make it clear to the secondary employer that he, the employee, is not performing any duties as a representative of the Chino Basin Water Conservation District; and
  - D. When engaging in secondary employment, the employee is prohibited from wearing any uniform of the Chino Basin Water Conservation District.
5. "Meal and Rest Periods". Under California labor law a 30 minute unpaid meal break is provided to all employees who work more than five hours. An employee has the option to waive this lunch period provided that s/he has not worked more than six hours with supervisor approval. As such, this waiver does not apply to CBWCD employees who will be working regularly scheduled nine and eight hour days. Employees are provided with a net 10-minute paid rest period for every four hours worked or major fraction thereof. Insofar as is practicable, the rest period should be in the middle of the work period. The Division of Labor Standards Enforcement (DLSE) considers anything more than two hours to be a "major fraction of four." A rest period is not required for employees whose total daily work time is less than three and one-half hours. The rest period is counted as time worked and therefore, the employer must pay for such periods.
6. "Personnel File". The accuracy of personnel records is essential for the proper handling of many items of great importance to employees, including the emergency notification of family, income tax deductions, insurance coverage, and other fringe benefits from the District. It is the employee's responsibility to keep the District updated on personal information so that the District may effectively handle those programs and tasks which are for the employee's benefit. Realizing the personal nature of the data in the personnel records, the District respects the employee's confidentiality and will not disclose this information without written approval, or as required by law. An employee may request to review his personnel file by submitting a written request twenty-four hours in advance to the General Manager.

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In order that the District may keep complete and current records, it is mandatory that the employee notify the District office immediately whenever there is a change in the employee's:

- A. Address
- B. Telephone Number
- C. Person to notify in the event of an emergency.
- D. Name, through marriage or otherwise.
- E. Marital status
- F. Number of Dependents
- G. Insurance Beneficiary
- H. Military Status
- I. Driver's License Number and date of expiration when a condition of employment.
- J. Proof of automobile insurance, if required.

7. "Newly Hired Employees". All new employees must furnish the District office with:
- Documentation that establishes identity and employment eligibility (I9)
  - Valid Social Security card
  - For positions that will operate motor vehicles:
    - A Department of Motor Vehicles report demonstrating valid driving status and a good motor vehicle driving record as evidenced by freedom from multiple or serious traffic violations or accidents for at least two years duration.
    - A valid California driver's license with picture.
    - In order for an employee to operate their personal vehicle for company business the employee will need to provide proof of auto insurance demonstrating coverage determined by the district.
  - Results of fingerprint research performed by local police department. All successful candidates new to the district must be fingerprinted at the employee's expense and cleared by the Department of Justice prior to beginning employment. No person shall be employed if they have been convicted of any sex offense, a controlled substance offense or any violent or serious felony.
  - Results of pre-employment physical examination and drug screen. Employee must pass a physical exam including a screening for the use of illegal substances to meet the district's zero tolerance policy.
  - California Fair Political Practices Commission Form 700, if applicable
  - IRS Form #W4

**Revision:**

Issue No. 01: 03/12/97, Original policy.

Issue No. 02: 03/08/00, Establish Overtime Guidelines.

Issue No. 03: 03/09/09, Alternative Work Week Written Disclosure.

Issue No. 04: 07/11/14, Meal and Rest Period DLSE Clarification.



**Policy No.:** 38  
**Issue No.:** 56  
**Effective Date:** 06/12/23 04/08/23 (Pending Board Approval)  
**Subject:** Vacation Pay

### Policy No. 38 – Vacation Pay

**Purpose:** Vacation time provides employees with paid time off for their personal use

**Policy/Procedure:** To establish clear guidelines and procedures regarding the allocation, scheduling, and usage of vacation time for employees.

~~4. Eligibility~~ – full-time employees ~~See chart above.~~ are eligible for vacation time.

~~2.1.~~ Part-time employees are not eligible for vacation time.

2. Accrual – full-time employees earn vacation time according to the following schedule:

Months of Service	Per Paycheck Accrual	Annual Accrual
0-36 months	3.69 hours	96 hours
37-60 months	4.62 hours	120 hours
61-72 months	4.92 hours	128 hours
73-96 months	5.23 hours	136 hours
97-108 months	5.54 hours	144 hours
109-120 months	5.85 hours	152 hours
121+ months	6.15 hours	160 hours

General Manager: The General Manager's vacation accrual is determined by the General Manager's contract.

~~a.~~ Employees are eligible to use accrued vacation time after completing six (6) months of continuous employment. However, full-time employees on a management-approved 9-80 schedule may use one hour of vacation time during District paid holidays within their first six months of service to be paid for the 9<sup>th</sup> hour of the day and receive one fully paid day off during the District holiday.

~~a.~~

~~b.~~ Vacation hours shall be accrued on a pro rata basis calculated with each pay period.

~~c.~~ While part-time employees are not eligible for vacation, if they were employed with the District full-time and transitioned to part-time employment, they may keep and use any vacation time accrued during their tenure as a full-time employee.

~~d.~~ Part-time employees that transition to full-time employment can count time served with the District toward the District's vacation accrual chart as follows: all hours

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**Subject:** Vacation Pay

worked as throughout the part-time employee's tenure with the District will be divided by 2,080, or the number of full-time working hours in a year. The formula is as follows (total hours worked as a part-time employee of the District/2,080 = years of service for vacation accrual). For example, if an employee worked 20 hours per week for three years, they will have accrued one and a half years, or 18 months, of service. The District's Administrative Services Department will follow that formula to determine the number of months of service based on that calculation and the General Manager will review and sign off on the determination.

**Commented [AF1]:** This language was not revised, but simply moved under "Accruals" section.

3. ~~Vacation Requests~~ – when ~~considering~~ reviewing vacation requests, the General Manager may schedule vacations as ~~necessary~~ needed to minimize ~~the effect of the vacation schedule~~ their impact on District operations. Vacation requests must be submitted ~~in writing on a form~~ electronically through the District's timekeeping system ~~approved by the General~~ at least 7 days in advance and/or as soon as possible, to be considered for approval. Dates should be approved by the Department ~~Ma~~ manager and secured in the electronic timekeeping system prior to any purchases of flights, hotels, or other rentals.

3.

4. ~~Unused Vacation Time~~ – employees are encouraged to use their vacation time every year. However, an employee may carry forward vacation earned but not used up to a maximum of ~~240~~ 240 hours. Employees will not accrue additional vacation time until the total accrued hours ~~is~~ are reduced below ~~240~~ 240 hours.

4.

5. ~~Vacation Usage Tracking~~ – the General Manager is responsible for seeing that all vacation time used by employees is reported. ~~The District will maintain accurate records of vacation accrual, usage, and balances for all employees.~~

5.

6. ~~Separation of Employment~~ – upon ~~termination~~ separation of employment ~~after completion of the Introductory Employment period per Policy No. 29 and continuous employment during that time, an eligible~~ the employee ~~is~~ will be paid for ~~vacation~~ all accrued ~~but unused vacation time~~ through the date of termination, computed at the employee's straight time then in effect.

6.

7. ~~Payout of Vacation~~ – annually, an employee may request for the District to pay out no more than 80 hours of the employee's annual accrual amount at the current rate of pay, provided the employee maintains a balance of no less than 50% of their annual earned accrual amount. All requests must be submitted in the month of November to

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be paid no later than the last payroll run in the Month of December. Please review the examples below:

a. Example 1: An employee with 0-36 months of service that has accrued 124 hours of vacation time, may only request a payout for a maximum of 48 hours to maintain their accrual balance no less than 50% (96 hrs. annual accrual/2=48 hours are 50% of the employee's annual earned accrual amount).

b. Example 2: An employee with 61-72 months of service that has accrued up to 140 hours of vacation time, may only request a payout for a maximum of 76 hours to maintain their accrual balance to no less than 64 hours (128 hrs. annual accrual/2=64 hours are 50% of the employee's annual earned accrual amount).

c. Example 3: An employee with 121+ months of service that has accrued up to 200 hours of vacation time, may only request a payout for a maximum of 80 hours (160 hrs. annual accrual/2=80 hours are 50% of the employee's annual earned accrual amount).

~~7. Vacation hours shall be accrued on a pro rata basis calculated with each pay period.~~

~~8. While part-time employees are not eligible for vacation, if they were employed with the District full time and transitioned to part time employment, they may keep and use any vacation time accrued during their tenure as a full time employee.~~

~~1. Part-time employees that transition to full-time employment can count time served with the District toward the District's vacation accrual chart as follows: all hours worked as throughout the part-time employee's tenure with the District will be divided by 2,080, or the number of full-time working hours in a year. The formula is as follows (total hours worked as a part-time employee of the District/2,080 = years of service for vacation accrual). For example, if an employee worked 20 hours per week for three years, they will have accrued one and a half years, or 18 months, of service. The District's Administrative Services Department will follow that formula to determine the number of months of service based on that calculation and the General Manager will review and sign-off on the determination.~~

**Commented [AF2]:** This was KEPT and MOVED under Section 1. "Accruals"

**Commented [AF3]:** This was KEPT and MOVED under Section 1. "Accruals"

**Commented [AF4]:** This was KEPT and MOVED under Section 1. "Accruals"

**Revision:**

Issue No. 01: 01/10/96, original policy.

Issue No. 02: 08/08/16, conforming changes with Policy No. 29 Introductory Employment; clarifying changes.

Issue No. 03: 04/13/20, change to #1, length of time before use of accrued vacation.

Issue No. 04: 02/12/23, retroactively applied to 01-01-2022 – years of service listed as months to eliminate confusion as to when vacation hour accruals should change.

Issue No. 05: 06/12/23, vacation accrual chart updated and items #7 and #8 added.

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**Issue No.:** ~~56~~  
**Effective Date:** ~~06/12/23~~04/08/23 (Pending Board Approval)  
**Subject:** Vacation Pay

Issue No. 06: 04/08/24, included request procedures, updated the accruals and tracking, clarify separation of employment language, and add payout of vacation option.

**Policy No.:** 39  
**Issue No.:** 56  
**Effective Date:** 09/11/23  
**Subject:** Holiday Pays

### Policy No. 39 – Holiday Pays

**Purpose:** To provide eligible employees with holiday time off with pay.

#### Policy/Procedure:

1. Eligibility – employees who are classified as regular, full-time employees are eligible to receive holiday pay. Employees who are classified as part-time employees are eligible to receive holiday pay if their regularly scheduled workday falls upon the day that the District observed holiday is scheduled each year. Employees classified as temporary employees are *not eligible* to receive holiday pay.

4.2. Paid Holidays - the District pays regular, full-time employees for fourteen holidays per year:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve
- Two Floating Holidays (8 hours each day)

The following conditions apply to the District's holiday pay policy:

For the purpose of this policy, a District-observed holiday is defined as a day off of regularly scheduled work with 8 hours of pay.

2.3. If the District-observed holiday falls on Saturday, employees will have the preceding Friday off. If the District-observed holiday falls on Sunday, employees will have the following Monday off.

3.4. If a District-observed holiday falls on an employee's 9/80 Alternative Work Week scheduled day off, the employee will accrue eight hours of holiday pay. The employee shall coordinate with their manager to schedule that accrued holiday pay to be used within the same pay period when the District-observed holiday occurred. In limited circumstances and per management's discretion, the accrued holiday pay may be used in the subsequent pay period or later, but only in exceptional circumstances.

4.5. If a District-observed holiday falls on the employee's eight-hour workday, the employee will be credited with eight hours of holiday pay.

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**Policy No.:** 39  
**Issue No.:** 56  
**Effective Date:** 09/11/23  
**Subject:** Holiday Pays

~~5.6.~~ If a District-observed holiday falls on a 9/80 employee's nine-hour workday, the employee may elect to use one hour of accrued vacation leave to supplement the eight-hour holiday pay.

~~6.7.~~ At the start of each year, the District designates 12 days as District-observed holidays and posts a list of those days.

~~7.8.~~ Part-time employees will receive holiday pay if their regularly scheduled workday falls upon the day that a District-observed holiday is scheduled each year. The intention of this policy is that eligible part-time employees receive a District-observed holiday day off with pay as their full-time colleagues do so that they do not lose income while the District is closed for a District-observed holiday. Accordingly, eligible part-time employees will receive holiday pay for the number of hours they are normally scheduled to work on that day of the week that the District-observed holiday falls. If a District-observed holiday falls on a day that a part-time employee does not work, that part-time employee will not receive holiday pay.

9. Floating Holidays – starting January 1, 2024, all eligible full-time employees will be entitled to two paid days off per year to be used only for employee/relative birthdays, work anniversary, religious or cultural reasons/events/holidays, or observance of, or other state or federal holiday during which the District remains open, or in connection with holidays that the District offers (for example, extending a holiday weekend) at the employee's discretion, subject to management approval. Part-time employees are not eligible to receive floating holidays. No later than January 1 each year or as soon as practicable, each employee must submit the dates they desire to use their two floating holidays that year to the General Manager for approval. The week between Christmas and the New Years is a popular time, and approval for holidays and vacations during that time will prioritize keeping minimal staffing on campus to allow it to be open to the public. The General Manager has final approval on the scheduling of floating holidays. Submission of a desired date does not guarantee its approval, and staff may be asked to submit a second or third choice based on availability.

a. A new employee hired before the end of the first half of the calendar year will receive two floating holidays upon hire; a new employee hired during the second half of the calendar year will receive one floating holiday upon hire.

b. Floating holidays may not be carried over to the next calendar year and will expire if not used, nor can they be cashed out if not taken or paid upon separation of employment.

~~8.~~

**Revision:**

- Issue No. 01: 01/10/96, Original policy.
- Issue No. 02: 01/12/00
- Issue No. 03: 03/09/09
- Issue No. 04: 01/10/10
- Issue No. 05: 09/11/23, adding two floating holidays, updated items no.'s 3 and 5, and adding items no.'s. 7 and 8.

Issue No. 06: 04/08/24, updated to clarify floating holiday eligibility and conditions.

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**STAFF REPORT  
BOARD OF DIRECTORS REGULAR MEETING**

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**DATE:** April 8, 2024

**FROM:** Elizabeth Willis, General Manager

**BY:** Alicia Fernandez, Administrative Services Manager

**SUBJECT: APPROVE THE RETROACTIVE PAY TO THE ADMINISTRATIVE ASSISTANT II POSITION FOR DUTIES PERFORMED OUTSIDE OF CLASSIFICATION**

---

**RECOMMENDATION**

It is recommended that the Committee:

1. Review, discuss, and approve the retroactive pay “Option A” for the Administrative Assistant II position for duties performed outside of classification, effective April 8, 2024, as recommended by the Personnel Committee.

**BACKGROUND**

On March 11, 2024, the Board of Directors reviewed and approved the salary labor grades and job descriptions for the Administrative Assistant I, Administrative Assistant II, and newly proposed Administrative Analyst positions. It was recommended that the staff provide a breakdown of the calculated methodology for the suggested retroactive pay for the Administrative Assistant II position, considering the different periods during which the position worked out of classification.

During the discussion, the Board of Directors inquired about the calculation of retroactive pay, particularly concerning the timeframe affected by the closure of District facilities due to COVID-19, spanning from 2020 to the District's reopening to the public in January 2022. The original calculation included duties performed from 2020 through 2024.

It was noted that during the closure period, specific duties typically assigned to the Administrative Assistant II position were temporarily paused and the responsibilities of the Bookkeeper position filled the place of those paused duties. Despite the pause of typical duties in the Administrative Assistant II position and the Bookkeeper position being a lower classification, the employee continued to undertake tasks outside their usual job scope. However, the Board of Directors suggested a review of the calculation, focusing on the period from 2022 to 2024, during which the Administrative Assistant II would have resumed full responsibilities of both positions.



On March 27, 2024, the Personnel Committee met to discuss the retroactive pay options and recommended that the Board move forward with Option A, to include interest.

**DISCUSSION/ANALYSIS**

Staff requested that the District’s financial consultant, Eide Bailley LLP, compute the retroactive pay from January 2022 to March 10, 2024, and provided an option with and without interest as shown below:

<b>Option A: Retroactive Pay with Interest</b>	<b>Option B: Retroactive Pay without Interest</b>
\$14,949.90	\$14,854.47

Options A and B include the following rates based on step increases and cost of living adjustments (COLA) in effect and applied to actual paid hours (regular, holiday, vacation, overtime, etc.) during each period.

**Class 132**

- Step 5: 1/1/22 \$32.39/hr
- Step 6: 7/1/22 \$33.20/hr (2.5% step increase)
- Step 6: 1/1/23 \$34.88/hr (5% COLA)
- Step 7: 7/1/23 \$35.75/hr (2.5% step increase)
- Step 7: 1/1/24 \$37.56/hr (5% COLA)

Option A includes interest at the following rates (averages from historical credit union savings account rates):

- .025% for 1/1/22 – 12/31/22
- .050% for 1/1/23 – 12/31/23
- 1.00% for 1/1/24 – 3/10/24

**FISCAL IMPACT**

If the Board considers Option A in retroactive pay, the fiscal impact would be \$14,950.

If the Board considers Option B in retroactive pay, the fiscal impact would be \$14,855.

**ATTACHMENT(S)**

Attachment 1: 12-Step Salary Schedule

CHINO BASIN WATER CONSERVATION DISTRICT - ADOPTED 12-STEP SALARY SCHEDULE EFFECTIVE JANUARY 1, 2024

Salary Range	Annually												Hourly												Salary Range
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	
101	31,336	32,120	32,923	33,746	34,590	35,454	36,341	37,249	38,180	39,135	40,113	41,116	15,077	15,444	15,833	16,222	16,633	17,055	17,477	17,911	18,336	18,811	19,229	19,777	101
102	32,120	32,923	33,746	34,590	35,454	36,341	37,249	38,180	39,135	40,113	41,116	42,144	15,444	15,833	16,222	16,633	17,055	17,477	17,911	18,336	18,811	19,229	19,777	20,266	102
103	32,923	33,746	34,590	35,454	36,341	37,249	38,180	39,135	40,113	41,116	42,144	43,198	15,833	16,222	16,633	17,055	17,477	17,911	18,336	18,811	19,229	19,777	20,266	20,777	103
104	33,746	34,590	35,454	36,341	37,249	38,180	39,135	40,113	41,116	42,144	43,198	44,278	16,222	16,633	17,055	17,477	17,911	18,336	18,811	19,229	19,777	20,266	20,777	21,229	104
105	34,590	35,454	36,341	37,249	38,180	39,135	40,113	41,116	42,144	43,198	44,278	45,385	16,633	17,055	17,477	17,911	18,336	18,811	19,229	19,777	20,266	20,777	21,229	21,822	105
106	35,454	36,341	37,249	38,180	39,135	40,113	41,116	42,144	43,198	44,278	45,385	46,519	17,055	17,477	17,911	18,336	18,811	19,229	19,777	20,266	20,777	21,229	21,822	22,377	106
107	36,341	37,249	38,180	39,135	40,113	41,116	42,144	43,198	44,278	45,385	46,519	47,682	17,477	17,911	18,336	18,811	19,229	19,777	20,266	20,777	21,229	21,822	22,377	22,922	107
108	37,249	38,180	39,135	40,113	41,116	42,144	43,198	44,278	45,385	46,519	47,682	48,874	17,911	18,336	18,811	19,229	19,777	20,266	20,777	21,229	21,822	22,377	22,922	23,500	108
109	38,180	39,135	40,113	41,116	42,144	43,198	44,278	45,385	46,519	47,682	48,874	50,096	18,336	18,811	19,229	19,777	20,266	20,777	21,229	21,822	22,377	22,922	23,500	24,080	109
110	39,135	40,113	41,116	42,144	43,198	44,278	45,385	46,519	47,682	48,874	50,096	51,348	18,811	19,229	19,777	20,266	20,777	21,229	21,822	22,377	22,922	23,500	24,080	24,669	110
111	40,113	41,116	42,144	43,198	44,278	45,385	46,519	47,682	48,874	50,096	51,348	52,632	19,229	19,777	20,266	20,777	21,229	21,822	22,377	22,922	23,500	24,080	24,669	25,300	111
112	41,116	42,144	43,198	44,278	45,385	46,519	47,682	48,874	50,096	51,348	52,632	53,948	19,777	20,266	20,777	21,229	21,822	22,377	22,922	23,500	24,080	24,669	25,300	25,944	112
113	42,144	43,198	44,278	45,385	46,519	47,682	48,874	50,096	51,348	52,632	53,948	55,297	20,266	20,777	21,229	21,822	22,377	22,922	23,500	24,080	24,669	25,300	25,944	26,588	113
114	43,198	44,278	45,385	46,519	47,682	48,874	50,096	51,348	52,632	53,948	55,297	56,679	20,777	21,229	21,822	22,377	22,922	23,500	24,080	24,669	25,300	25,944	26,588	27,232	114
115	44,278	45,385	46,519	47,682	48,874	50,096	51,348	52,632	53,948	55,297	56,679	58,096	21,229	21,822	22,377	22,922	23,500	24,080	24,669	25,300	25,944	26,588	27,232	27,933	115
116	45,385	46,519	47,682	48,874	50,096	51,348	52,632	53,948	55,297	56,679	58,096	59,549	21,822	22,377	22,922	23,500	24,080	24,669	25,300	25,944	26,588	27,232	27,933	28,634	116
117	46,519	47,682	48,874	50,096	51,348	52,632	53,948	55,297	56,679	58,096	59,549	61,037	22,377	22,922	23,500	24,080	24,669	25,300	25,944	26,588	27,232	27,933	28,634	29,340	117
118	47,682	48,874	50,096	51,348	52,632	53,948	55,297	56,679	58,096	59,549	61,037	62,563	22,922	23,500	24,080	24,669	25,300	25,944	26,588	27,232	27,933	28,634	29,340	30,083	118
119	48,874	50,096	51,348	52,632	53,948	55,297	56,679	58,096	59,549	61,037	62,563	64,127	23,500	24,080	24,669	25,300	25,944	26,588	27,232	27,933	28,634	29,340	30,083	30,833	119
120	50,096	51,348	52,632	53,948	55,297	56,679	58,096	59,549	61,037	62,563	64,127	65,730	24,080	24,669	25,300	25,944	26,588	27,232	27,933	28,634	29,340	30,083	30,833	31,600	120
121	51,348	52,632	53,948	55,297	56,679	58,096	59,549	61,037	62,563	64,127	65,730	67,374	24,669	25,300	25,944	26,588	27,232	27,933	28,634	29,340	30,083	30,833	31,600	32,399	121
122	52,632	53,948	55,297	56,679	58,096	59,549	61,037	62,563	64,127	65,730	67,374	69,058	25,300	25,944	26,588	27,232	27,933	28,634	29,340	30,083	30,833	31,600	32,399	33,200	122
123	53,948	55,297	56,679	58,096	59,549	61,037	62,563	64,127	65,730	67,374	69,058	70,784	25,944	26,588	27,232	27,933	28,634	29,340	30,083	30,833	31,600	32,399	33,200	34,033	123
124	55,297	56,679	58,096	59,549	61,037	62,563	64,127	65,730	67,374	69,058	70,784	72,554	26,588	27,232	27,933	28,634	29,340	30,083	30,833	31,600	32,399	33,200	34,033	34,888	124
125	56,679	58,096	59,549	61,037	62,563	64,127	65,730	67,374	69,058	70,784	72,554	74,368	27,232	27,933	28,634	29,340	30,083	30,833	31,600	32,399	33,200	34,033	34,888	35,755	125
126	58,096	59,549	61,037	62,563	64,127	65,730	67,374	69,058	70,784	72,554	74,368	76,227	27,933	28,634	29,340	30,083	30,833	31,600	32,399	33,200	34,033	34,888	35,755	36,653	126
127	59,549	61,037	62,563	64,127	65,730	67,374	69,058	70,784	72,554	74,368	76,227	78,133	28,634	29,340	30,083	30,833	31,600	32,399	33,200	34,033	34,888	35,755	36,653	37,566	127
128	61,037	62,563	64,127	65,730	67,374	69,058	70,784	72,554	74,368	76,227	78,133	80,086	29,340	30,083	30,833	31,600	32,399	33,200	34,033	34,888	35,755	36,653	37,566	38,500	128
129	62,563	64,127	65,730	67,374	69,058	70,784	72,554	74,368	76,227	78,133	80,086	82,088	30,083	30,833	31,600	32,399	33,200	34,033	34,888	35,755	36,653	37,566	38,500	39,477	129
130	64,127	65,730	67,374	69,058	70,784	72,554	74,368	76,227	78,133	80,086	82,088	84,140	30,833	31,600	32,399	33,200	34,033	34,888	35,755	36,653	37,566	38,500	39,477	40,455	130
131	65,730	67,374	69,058	70,784	72,554	74,368	76,227	78,133	80,086	82,088	84,140	86,244	31,600	32,399	33,200	34,033	34,888	35,755	36,653	37,566	38,500	39,477	40,455	41,464	131
132	67,374	69,058	70,784	72,554	74,368	76,227	78,133	80,086	82,088	84,140	86,244	88,400	32,399	33,200	34,033	34,888	35,755	36,653	37,566	38,500	39,477	40,455	41,464	42,500	132
133	69,058	70,784	72,554	74,368	76,227	78,133	80,086	82,088	84,140	86,244	88,400	90,610	33,200	34,033	34,888	35,755	36,653	37,566	38,500	39,477	40,455	41,464	42,500	43,566	133
134	70,784	72,554	74,368	76,227	78,133	80,086	82,088	84,140	86,244	88,400	90,610	92,875	34,033	34,888	35,755	36,653	37,566	38,500	39,477	40,455	41,464	42,500	43,566	44,653	134
135	72,554	74,368	76,227	78,133	80,086	82,088	84,140	86,244	88,400	90,610	92,875	95,197	34,888	35,755	36,653	37,566	38,500	39,477	40,455	41,464	42,500	43,566	44,653	45,777	135
136	74,368	76,227	78,133	80,086	82,088	84,140	86,244	88,400	90,610	92,875	95,197	97,577	35,755	36,653	37,566	38,500	39,477	40,455	41,464	42,500	43,566	44,653	45,777	46,911	136
137	76,227	78,133	80,086	82,088	84,140	86,244	88,400	90,610	92,875	95,197	97,577	100,017	36,653	37,566	38,500	39,477	40,455	41,464	42,500	43,566	44,653	45,777	46,911	48,083	137
138	78,133	80,086	82,088	84,140	86,244	88,400	90,610	92,875	95,197	97,577	100,017	102,517	37,566	38,500	39,477	40,455	41,464	42,500	43,566	44,653	45,777	46,911	48,083	49,299	138
239	80,086	82,088	84,140	86,244	88,400	90,610	92,875	95,197	97,577	100,017	102,517	105,080	38,500	39,477	40,455	41,464	42,500	43,566	44,653	45,777	46,911	48,083	49,299	50,522	239
240	82,088	84,140	86,244	88,400	90,610	92,875	95,197	97,577	100,017	102,517	105,080	107,707	39,477	40,455	41,464	42,500	43,566	44,653	45,777	46,911	48,083	49,299	50,522	51,788	240
241	84,140	86,244	88,400	90,610	92,875	95,197	97,577	100,017	102,517	105,080	107,707	110,400	40,455	41,464	42,500	43,566	44,653	45,777	46,911	48,083	49,299	50,522	51,788	53,088	241
242	86,244	88,400	90,610	92,875	95,197	97,577	100,017	102,517	105,080	107,707	110,400	113,160	41,464	42,500	43,566	44,653	45,777	46,911	48,083	49,299	50,522	51,788	53,		



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**STAFF REPORT  
BOARD OF DIRECTORS REGULAR MEETING**

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**DATE:** April 8, 2024  
**FROM:** Elizabeth Willis, General Manager  
**BY:** Brandon Yoshida, Board Clerk  
**SUBJECT:** **ELECTION MARKETING PLAN FOR THE NOVEMBER 2024 GENERAL ELECTION**

---

**RECOMMENDATION**

It is recommended that the Board of Directors:

1. Review, discuss, and provide feedback on the election marketing plan for the November 2024 General Election.

**BACKGROUND**

The Chino Basin Water Conservation District (District), like many water districts and other special districts, has had low candidate turnout for their General Elections in the past. As stated in the service review of Water Conservation Districts in the Valley Region from the Local Agency Formation Commission of San Bernardino County (LAFCO), the District has not consistently yielded enough candidates for the Board of Directors to field competitive elections.

The Divisions present on the November 2024 General Election are as follows:

**Division 2** – Director Layton was appointed to replace Grupposo, with the term ending in 2024. Former Director Grupposo did win a competitive election for that term.

**Division 3** – Director Coker was appointed to replace Director Hamilton, who passed away while in office, with term ending in 2024. Director Coker was chosen from six candidates who applied to fill the vacancy. The actual term extends through 2026, but as Director Hamilton passed away in the beginning of her term, the seat will be up for election in the next general election, which is in 2024.

**Division 4** – Director Ligtenberg, with the term ending in 2024.

**Division 5** – Director Aldaco, with the term ending in 2024.

**Division 6** – Director Gulmahamad, with the term ending in 2024.

The District aims to increase the promotion of the opportunity to run for seats on the CBWCD Board during General Elections through various means of advertisement to entice the constituents within the District's service area to become more involved with the District's

election process. The process for advertising elections is generally unchanged from agency to agency and is particularly common in municipal governments, which field a much higher rate of competition for elected office. Typical advertising methods include much of what is outlined within this staff report.

### **DISCUSSION/ANALYSIS**

Staff developed numerous ideas to assist with community outreach. Staff identified two categories in which the District will use as the primary ways to engage the public during the 2024 Election period: advertisement and outreach.

The Nomination Period for the 2024 General Election opens in July and runs until early August. The most crucial time to advertise the Election to attract prospective candidates would be May through early August. Advertising early allows candidates to work with the County of San Bernardino, the Fair Political Practice Commission, and the District to address any questions or concerns they may have about the process. The District consolidates most Election Administrative services with the County of San Bernardino; therefore, most questions or concerns will be filed through the County.

However, as part of the effort to advertise and provide transparency to the public, the District will provide a webpage on the District website regarding any and all information for the 2024 November General Election and election process. This webpage will include flyers circulated, advertisements posted, events the District will be present at to advertise, and official election documents such as candidate information.

### **Advertisement**

- At least 2 published advertisements in each of two different local, adjudicated newspapers. This is in addition to the advertisements required by the Elections Code. Staff suggest advertising in both *The Daily Bulletin* and *The Chino Champion*.
- District newsletter reminders.
- Social media posts to Facebook, Instagram, LinkedIn, NextDoor, and any other social media platforms.
- E-mail notifications for those signed up to the newsletter.
- Potential: Jesse Armendarez, County of San Bernardino Supervisor Newsletter
- Potential: Curt Hagman, County of San Bernardino Supervisor Newsletter
- Election Process Video posted on the District website.

**Outreach**

The District may distribute printed flyers to various organizations and agencies, as permitted, to either have them available for the public or posted on public bulletin boards. Organizations and agencies include, but are not limited to:

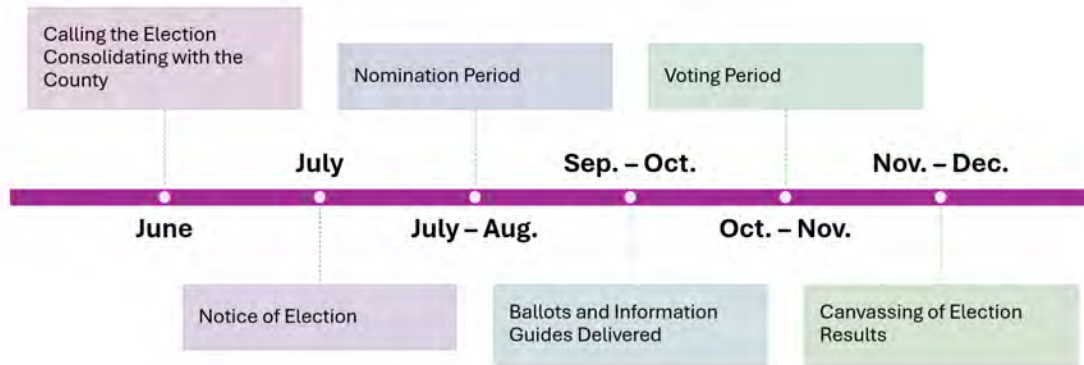
- Notice Board of CBWCD Headquarters
- City of Ontario
- City of Montclair
- City of Chino
- City of Rancho Cucamonga
- County of San Bernardino
- Chaffey College
- Claremont Graduate University
- Monte Vista Water District
- Cucamonga Valley Water District
- Ontario-Montclair Unified School District
- Montclair Chamber of Commerce
- Chino Valley Rotary Club
- Ontario-Montclair Rotary Club
- Rancho Cucamonga Rotary Club
- Ontario Kiwanis Club
- Chino Kiwanis Club
- American Legion Post 299

The District may also set up booths or tables at various community events, as permitted, which include, but are not limited to:

- Local events such as City of Chino Summer Nights, City of Ontario Kids to Parks Day, etc.
- CBWCD Dog Days of Summer.
- CBWCD Workshops.
- Farmers & Artisans Markets within local area.

Additionally, Monte Vista Water District (MVWD), Cucamonga Valley Water District (CVWD), East Valley Water District (EVWD), and San Bernardino Valley Water Conservation District (SBVWCD) provided input on their efforts during election season. MVWD performed much of the same advertising efforts, including flyer distribution, event participation, and public outreach through social media. SBVWCD, EVWD, and CVWD perform most of their advertising for their election through their Board of Directors meetings and online through their website. SBVWD, EVWD, and CVWD do not have election marketing plans in place.

## Timeline for 2024 General Election



### FISCAL IMPACT

There is no fiscal impact associated with the staff recommendation. However, based on newspaper notices the District has previously submitted, the District can expect a cost of \$180 - \$250 dollars per notice. There is also the potential for overtime if the District does allow employees to set up booths and attend local events, which could happen on weekends or after operating hours. Other than those two factors, there are no other substantial costs associated with the activities listed in the staff report.

### ATTACHMENT(S)

Attachment 1: November 2024 General Election Flyer Sample

# NOMINATION PERIOD

CHINO BASIN WATER CONSERVATION DISTRICT



## BOARD OF DIRECTORS DIVISIONS - 2/3/4/5/6

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Candidate filing period is  
**July 22-August 16, 2024**  
for the November General Election

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THE CHINO BASIN WATER CONSERVATION DISTRICT WAS  
CREATED TO PROTECT AND REPLENISH OUR REGIONAL  
GROUNDWATER SUPPLY BY CAPTURING RAINWATER AND  
STORING IT IN THE CHINO GROUNDWATER BASIN

**MORE INFO AT [CBWCD.ORG/ELECTIONS](https://www.cbwcd.org/elections)**



**Waterwise  
Community  
Center**

**Waterwise Community Center**  
4594 San Bernardino Street  
Montclair, CA 91763  
Phone: 909-626-2711







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**STAFF REPORT  
BOARD OF DIRECTORS REGULAR MEETING**

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**DATE:** April 8, 2024

**FROM:** Elizabeth Willis, General Manager

**BY:** Elizabeth Willis, General Manager

**SUBJECT: AWARD PROFESSIONAL SERVICES AGREEMENT NO. 2024-02 TO 19SIX ARCHITECTS IN THE AMOUNT OF \$124,900, FOR THE DESIGN AND ENGINEERING ENHANCEMENTS TO THE DISTRICT OUTDOOR AMPHITHEATER**

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**RECOMMENDATION**

It is recommended that the Board of Directors:

1. Review, discuss, and approve the awarding of a professional services agreement to 19Six Architects in the amount of \$124,900, for the design and engineering enhancements to the District Outdoor Amphitheater.

**BACKGROUND**

In October 2023, the Board approved the release of a Request for Proposals for Design and Engineering Services for an Amphitheater Roof, Enhancement, and Recladding (RFP 2023-02). The RFP was posted on the District's website, advertised and it was also emailed to Construction Dodge Construction Network, Southern California Builders Association, Construction BidBoard, Inc., and BidAmerica on October 17, 2023. Questions pertaining to the RFP were received up until November 2, 2023, at 2:00 p.m. and responded to by November 9, 2023.

The purpose of the project is to design and build a new roof for the amphitheater in the District's Waterwise Demonstration Garden that will protect occupants from rain and sun. The current retractable transparent awning only covers about half of the audience and the front part of the stage. The cover itself is made of an outdoor canvas fabric that can be pulled along a cord system, and as such, even fully extended it provides minimal cover from the sun. It provides no protection from rain.

A rain shelter over the amphitheater will allow the Community Programs Department to run outdoor programming from that location during rainy days and during days following large rainstorms after which the ground outside is wet.

The District serves approximately 70 students during each field trip. Upon arrival, the students are split into two groups. One is given an indoor lesson in the Margaret Hamilton Education Building and one receives instruction in an outdoor “garden exploration” lesson or a lesson in the basin classroom. On dry days, students receive instructions for their outdoor lesson in the amphitheater before starting the garden exploration portion of the lesson. This arrangement is not possible during rainy days, so currently, the Community Programs Department holds the instruction sessions in the Board Room before sending the kids to explore the garden in the rain. As a result, the Board Room is booked Tuesday – Thursday from mid-October through mid-May, which makes it impossible to use the Board Room for any other purpose.

Even with this situation, the Board and staff agreed in December 2023 to push the construction back to 2025 so that the garden would not be a construction zone during the District’s 75<sup>th</sup> Anniversary events. Therefore, the architectural and engineering firms would be hired in spring 2024 with a plan to begin construction in May 2025, after field trip season ends.

### **DISCUSSION/ANALYSIS**

The Request for Proposals listed a scope of work that included:

- Preparing three (3) conceptual level color renderings that illustrate the amphitheater enhancements, which must be prepared in close community with the CBWCD.
- Prepare Cost Estimates based on concepts developed.
- Based on approved design, prepare final construction drawings, specifications, and assist District Staff in moving to the bid phase of the project. Include cost estimate for the entire project.
- Provide construction administration services including, but not limited to permitting process, Request for Information (RFI’s), change orders, project meetings, final sign off of the project, etc.

Proposals were received up until November 16, 2023, at 2:00 p.m. and the District received proposals from three architectural and engineering firms. The responding firms were:

- 19Six Architects with a bid of \$124,900
- Carl Welty Architects with a bid of \$75,200
- LOC Architects with a bid of \$64,785

The selection panel evaluated the proposals received by each firm based on the following oral criteria:

- Clear understanding of the project, needs, potential issues, and approach to Design and Engineering Services.
- Innovative approaches and solutions to potential project issues.
- Project cost and schedule control.
- Qualifications and experience.
- Oral communication as it relates to response to questions.

The following table summarizes the proposals rankings:

<b>Firm</b>	<b>Rank</b>
19six Architects	1
LOC Architects	2
Carl Welty Architects	3

Only one of the firms was fully responsive to the RFP by addressing the entire scope of work. That firm was 19Six. The other firms did not include assisting District staff in moving through the construction bidding phase of the project or full assistance with construction management.

During the oral interviews of the firms, the representatives of 19Six included a team of professionals with experience in architectural design, structural engineering, permitting, and construction management, and made it clear that the firm would be with District staff from the kick off meeting on design to the final job walk after construction. 19Six was the most qualified firm and included the largest and most responsive scope of work.

Based on the rankings and positive reference check, staff recommends that 19Six Architects be awarded a professional services agreement to provide design and engineering services for the amphitheater roof, enhancement, and recladding.

**FISCAL IMPACT**

The District budgeted \$62,000 in Acct No. 58000: Capital Expense for the design and engineering associated with the amphitheater project in FY 23-24. The total cost was bid at \$124,900, which will be spent over two fiscal years: FY 23-24 and FY 24-25. The additional funds, therefore, can be included as a part of the FY 24-25 budget.

**ATTACHMENT(S)**

Attachment 1: Professional Services Agreement with 19Six Architects, dated April 8, 2024

Attachment 2: Proposal received from 19Six Architects

**CHINO BASIN WATER CONSERVATION DISTRICT  
PROFESSIONAL SERVICES AGREEMENT NO. 2024-02  
WITH 19SIX ARCHITECTS**

**1. PARTIES AND DATE.**

This Professional Services Agreement (“Agreement”) is made and entered into this **8th** day of **April, 2024** (“Effective Date”) by and between the **CHINO BASIN WATER CONSERVATION DISTRICT**, a special district organized under the laws of the State of California with its principal place of business at 4594 San Bernardino Street, Montclair, CA 91763 (“District”) and **19SIX ARCHITECTS** a California corporation with its principal place of business at 560 Higuera St., Suite C, San Luis Obispo, CA 93401 (“Consultant”). District and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

**2. RECITALS.**

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the District on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing design and engineering services to public clients, is licensed in the State of California, and is familiar with the plans of District.

2.2 Project

District desires to engage Consultant to render such services to support the District’s Amphitheater Roof, Enhancements, and Recladding Project as they may arise and are procured (“Project”) as set forth in this Agreement.

**3. TERMS.**

3.1 Scope of Services, Term, and Compensation.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional engineering and design services necessary for the Project (“Services”). The Services are more particularly described in **EXHIBIT “A”** attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be three (3) yearS from the Effective Date, with the option of two one (1) year extensions, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.1.3 Compensation. Consultant shall be paid an amount not to exceed ONE HUNDRED TWENTY-FOUR THOUSAND AND NINE HUNDRED DOLLARS (\$124,900.00). The authorized Tasks, payment terms, and schedule of payments are set forth in **EXHIBIT "B"**.

### 3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by consultant or under its supervision. Consultant will determine the means, methods, and details of performing the Services subject to the requirements of this Agreement. District retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of consultant shall also not be employees of District and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in **EXHIBIT "A"** attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, District shall respond to Consultant's submittals in a timely manner. Upon request of District, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of District.

3.2.4 Substitution of Key Personnel. Consultant has represented to District that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may

substitute other personnel of at least equal competence upon written approval of District. In the event that District and Consultant cannot agree as to the substitution of key personnel, District shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the District, or who are determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the District. The key personnel for performance of this Agreement are as follows: Joe Monfreda

3.2.5 District's Representative. The District hereby designates the General Manager or his or her designee, to act as its representative for the performance of this Agreement ("District's Representative"). District's Representative shall have the power to act on behalf of the District for all purposes under this Agreement. Consultant shall not accept direction or orders from any person other than the District's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Joe Monfreda, or their designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with District staff in the performance of Services and shall be available to District's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-

consultants who is determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Period of Performance and Liquidated Damages. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in future submitted proposals and **EXHIBIT "A"** attached hereto, or which may be separately agreed upon in writing by the District and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Project Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the District will suffer damage. Consultant acknowledges that the actual damages likely to result from breach of the Performance Time and Performance Milestone provisions are difficult to ascertain on the date this Agreement is entered into and may be difficult for the District to prove in the event of a breach. Therefore, the parties intend that the payment of Liquidated Damages in the amount of Five Hundred Dollars (\$500) for each day of delay would serve to reasonably compensate the District for the District's actual damages sustained, and not as a penalty, due to any breach by Consultant of its Performance Time and Performance Milestone obligations under this agreement, and Consultant agrees to pay this amount to the District for each breach of the Performance Time and Performance Milestone provisions.

3.2.10 Laws and Regulations; Employee/Labor Certifications. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold District, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility; Consultant. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration



status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement and shall not violate any such law at any time during the term of the Agreement. Consultant shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification and shall make them available to the District or its representatives for inspection and copy at any time during normal business hours. The District shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 3.2.10 or any of its subsections.

3.2.10.2 Employment Eligibility; Subcontractors, Consultants, Sub-subcontractors and Subconsultants. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, consultants, sub-subcontractors and subconsultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of Consultant, and understands that any of the following shall be grounds for the District to terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.10.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code and agrees to comply with such provisions before commencing the performance of the Services.

3.2.10.5 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer, and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion,

transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of District's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.6 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Consultant shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Consultant shall indemnify District against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

### 3.2.11 Insurance.

3.2.11.1 Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the District that the subconsultant has secured all insurance required under this Section.

3.2.11.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

A. Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1)

contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

B. Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$1,000,000 MINIMUM; per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 MINIMUM; per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 MINIMUM; per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

C. Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the District. If such coverage is cancelled or materially reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the District evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the District will be promptly reimbursed by Consultant or the District may withhold amounts sufficient to pay premium from Consultant payments. In the alternative, the District may suspend or terminate this Agreement.

3.2.11.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 MINIMUM; per claim and shall be endorsed to include contractual liability. Defense costs shall be paid in addition to the limits.

3.2.11.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

A. General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the District, its directors, officials,

officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and completed operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the District, before the District's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.4(A).

B. Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the District, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.4(B).

C. Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

D. All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its

directors, officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the District, its officials, officers, employees, agents and volunteers, or any other additional insureds.

3.2.11.5 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents, and volunteers. All policies shall waive any right of subrogation of the insurer against the District, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, its officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.11.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. Consultant shall guarantee that, at the option of the District, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officials, officers, employees, agents, and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

3.2.11.7 Subconsultant Insurance Requirements. Consultant shall not allow any subconsultants to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the District that they have secured all insurance required under this Section. If requested by Consultant, the District may approve different scopes or minimum limits of insurance for particular subconsultants. The Consultant and the District shall be named as additional insureds on all subconsultants' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

3.2.11.8 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the District.

3.2.11.9 Verification of Coverage. Consultant shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the District if requested. All

certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.11.10 Reporting of Claims. Consultant shall report to the District, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.12 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.13 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### 3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the Tasks set forth in **EXHIBIT "B"** attached hereto and incorporated herein by reference. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. For tasks assigned and for which compensation is on an hourly basis, Consultant shall submit to District a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as

appropriate, through the date of the statement. District shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by District.

3.3.4 Extra Work. At any time during the term of this Agreement, District may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by District to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without a written change order authorized by the Board of Directors.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. District shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

### 3.4 Termination of Agreement.

3.4.1 Grounds for Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, District may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with

the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

### 3.5 Ownership of Materials and Confidentiality.

3.5.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). All Documents & Data shall be and remain the property of District and shall not be used in whole or in substantial part by Consultant on other projects without the District's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to District reproducible copies of all Documents & Data, in a form and amount required by District. District reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by District at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to District upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to District any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of five (5) years following completion of the Project and shall make copies available to District upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify District and provide District with the opportunity to obtain the documents.

3.5.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that District is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the District.



3.5.3 Right to Use. District shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at District's sole risk. If District uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents, and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the District upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.5.4 Indemnification. Consultant shall defend, indemnify and hold the District, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by District the Documents & Data, including any method, process, product, or concept specified or depicted.

3.5.5 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of District, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use District's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of District.

### 3.6 General Provisions.

3.6.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**District:** Chino Basin Water Conservation District  
4594 San Bernardino Street  
Montclair, CA 91763  
**Attn:** Elizabeth Willis, General Manager  
**Email:** ewillis@cbwcd.org

**Copy to: Administration\***  
**Attn:** Alicia Fernandez, Administrative Services Manager  
**Email:** afernandez@cbwcd.org

**Facilities & Operations Department**

**Attn:** Dave Schroeder, Facilities & Operations Department Manager  
**Email:** dschroeder@cbwcd.org

***\*Certificate of Liability Insurance to be emailed to Administrative Department***

**Consultant 19Six Architects**  
250 East Rincon Street, Suite 204  
Corona, CA 92879  
**Attn:** Joe Monfreda, Senior Project Manager  
**Email:** jmonfreda@19six.com  
**Phone:** 951-847-4174

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.2 Indemnification.

3.6.2.1 Scope of Indemnity. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the District, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorney's fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

3.6.2.2 Additional Indemnity Obligations. Consultant shall defend, with Counsel of District's choosing and at Consultant's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.6.2.1 that may be brought or instituted against District or its directors, officials, officers, employees, volunteers and agents. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse District for the cost of any settlement paid by District or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for District's attorney's fees and costs, including expert witness fees. Consultant shall reimburse District and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials officers, employees, agents, or volunteers.

3.6.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the District. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the District.

3.6.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.5 District's Right to Employ Other Consultants. District reserves right to employ other consultants in connection with this Project.

3.6.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.7 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the District. Any attempt to do so shall be null and

void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not workdays. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to District include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.6.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.6.11 No Third-Party Beneficiaries. Except to the extent expressly provided for in Section 3.6.7, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.6.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.13 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the District's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of District, during the

term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.15 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.6.16 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.17 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6.18 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

**[SIGNATURE PAGE TO FOLLOW]**

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE DISTRICT  
AND 19SIX ARCHITECTS**

IN WITNESS WHEREOF, the Parties, through their respective authorized representatives, have entered into this Agreement as of the of the Effective Date written above.

“DISTRICT”

**CHINO BASIN WATER CONSERVATION DISTRICT**

By:

*Attest:*

\_\_\_\_\_  
Mark Ligtenberg

\_\_\_\_\_  
Elizabeth Willis

President, Board of Directors

Board Secretary

“CONSULTANT”

**19SIX ARCHITECTS**

By:

By:

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
Name *(Print)*

\_\_\_\_\_  
Name *(Print)*

\_\_\_\_\_  
Title *(Print)*

\_\_\_\_\_  
Title *(Print)*

**EXHIBITS:**

- Exhibit A – SCOPE OF SERVICES
- Exhibit B – COMPENSATION

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

The District is inviting qualified firms to submit proposals to provide **DESIGN AND ENGINEERING SERVICES FOR AN AMPHITHEATER ROOF, ENHANCEMENT, AND RECLADDING**, which includes, but is not limited to the following tasks:

Design and engineering services for the construction of a new roof over the Waterwise Community Center Amphitheater, along with the construction of a bench along the top row of seating to allow for an additional row of seating and recladding the surface of the amphitheater. The new roof over the amphitheater should cover the stage area and the entire audience area and protect occupants from rain, as well as provide shade on sunny days. The overall design aesthetic of the roof, top row of seating, and surface recladding should harmonize with the design aesthetic of the existing buildings on campus, including the main building, the education building, and the multi-use building.

The amphitheater currently has three rows of seating built into an artificial hillside and is clad in pavers, stone, and stucco. Two stairways allow for audience members to climb up to a second and third row of seating. The first row of seating, along with a designated handicap seating area, is accessible from the stage. The amphitheater is approximately fifty-six (56) feet wide at its widest point, which is measured from either end of the top row (or third row) of seating. The depth of the amphitheater measures approximately thirty-three (33) feet from the back of center stage to the back of the third row of seating. The stage measures approximately 24'3" in depth and 22' wide. The first and second row of seating are approximately 3 feet deep and the third and top row of seating is 5 feet deep. The existing shade structure is approximately 22 feet wide and 25 feet long. It is a steel structure that holds movable cloth shades and is not weather proof.

The addition of lighting and/or sound equipment will be considered as part of the final project.

The District is open to suggestions for the materials and overall structure of the roof, however, steel or light gauge steel have been suggested as suitable possibilities. The roof should meet or exceed all safety standards for a structure of its nature.

#### ➤ **Tasks**

- Prepare three (3) conceptual level color renderings that illustrate the amphitheater enhancements as described above. Must be prepared in close community with the Chino Basin Water Conservation District
- Prepare Cost Estimates based on concepts developed.
- Based on approved design, prepare final construction drawings, specifications, and assist District Staff in moving to the bid phase of the project. Include cost estimate for the entire project.
- Provide construction administration services including, but not limited to permitting process, Request for Information (RFI's), change orders, project meetings, final sign-off on the project, etc.

## EXHIBIT "B" COMPENSATION

Compensation for the Services shall not exceed **ONE HUNDRED TWENTY-FOUR THOUSAND AND NINE HUNDRED DOLLARS (\$124,900.00)** ("Not to Exceed Amount").

### FEE SCHEDULE

19six proposes the following fee based on our understanding of the scope of services for the proposed project.

*We would like to propose a kickoff meeting to review the scope of services with the District and College in further detail, with the goal of confirming the scope of services and number of required meetings, and then negotiate the fee as needed prior to issuance of any agreement, if possible.*

Services shall include professional Architectural, Civil, Structural, Electrical and Cost Estimating. The scope of work shall be as described in the RFQ/P.

#### PROPOSED PROJECT FEE

- Schematic Design Phase	\$ 17,825
- Cost Estimate – SD	\$ 3,000
- Design Development Phase	\$ 17,825
- Construction Document Phase	\$ 41,600
- Cost Estimate – CD	\$ 3,000
- Agency Approval Phase	\$ 5,950
- Bidding & Award Phase	\$ 5,950
- Construction Administration Phase	\$ 29,750
<b>Total Fixed Fee</b>	<b>\$124,900</b>

The proposed fee includes all labor, materials, tools, equipment, overhead, profit, and all other direct and indirect costs.

#### PROPOSED MEETINGS

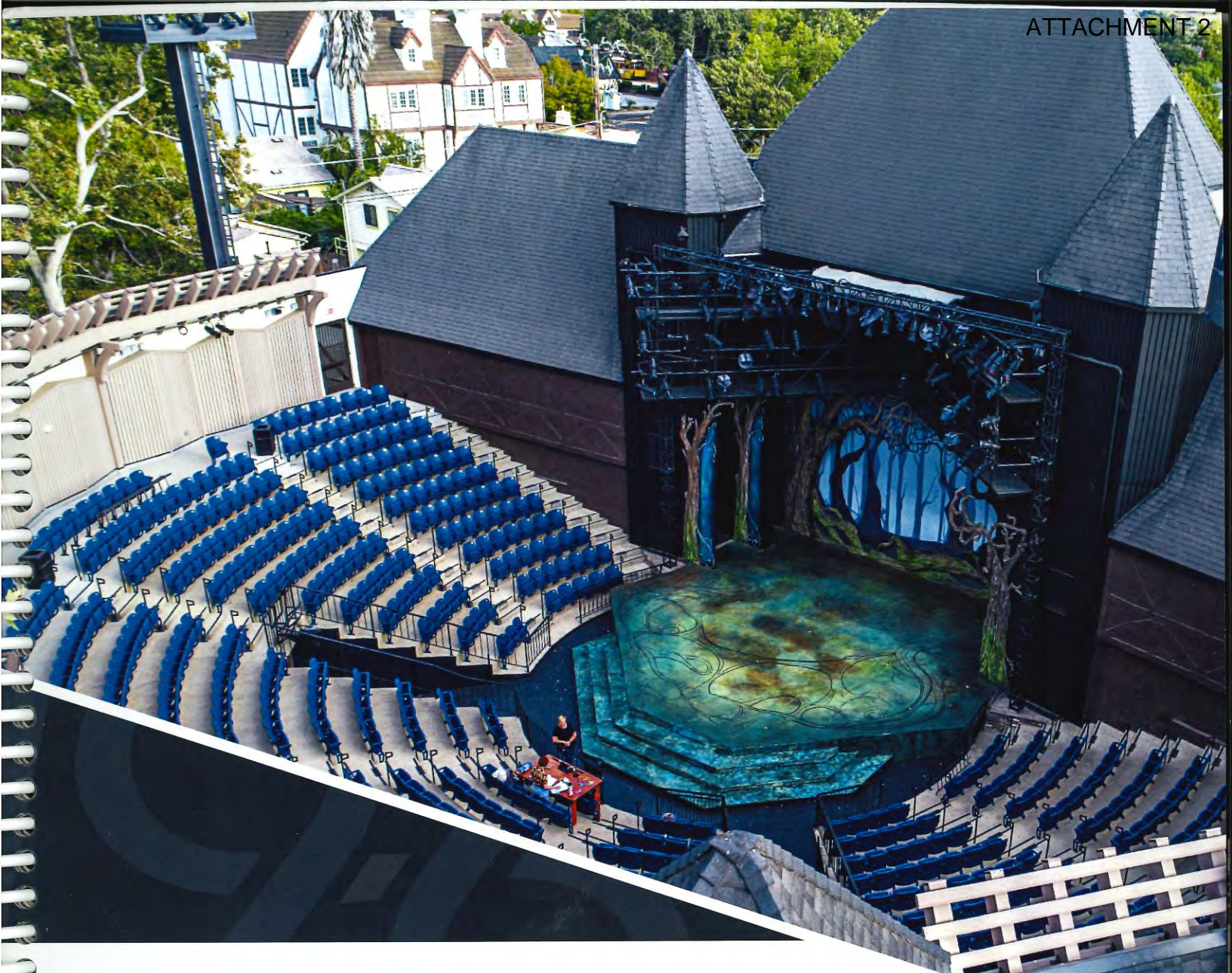
5

#### EXCLUSIONS

The Following are not included in our services described above:

- » Site survey
- » Agency review fees
- » Underground Utility investigation
- » Utility monitoring or measurements
- » Off-site improvements
- » Custom exterior signage/ lighting design
- » Security and Risk assessments
- » AV/TV broadcast Infrastructure
- » 1st Responder or Cellular DAS Systems Designs
- » Furniture Fixture and Equipment
- » Acoustical Design
- » Major value engineering or redesign due to construction cost increase
- » Additional meetings or site visits
- » Multiple submittal reviews
- » Commissioning





# CHINO BASIN

WATER CONSERVATION DISTRICT

19six Architects' Qualifications & Proposal for Design and Engineering Services for an Amphitheater Roof, Enhancement, and Recladding (RFP No. 2023-02)

NOVEMBER 16, 2023







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# TAB 1 | COVER LETTER

Chino Basin Water Conservation District  
Design and Engineering Services Amphitheater Roof, Enhancement, and Recladding



November 16, 2023

Alicia Fernandez, Administrative Services Manager  
Chino Basin Water Conservation District  
4594 San Bernardino Street  
Montclair, CA 91763



Subject: Proposal for Design and Engineering Services for an Amphitheater Roof, Enhancement, and Recladding

Dear Ms. Fernandez,

19six Architects is pleased to present our proposal for the Design and Engineering Services required for the Amphitheater Roof, Enhancement, and Recladding project at the Chino Basin Water Conservation District. As a dedicated team of professionals, we are enthusiastic about the opportunity to collaborate with you on this endeavor.

#### PROPOSAL SUMMARY

Our proposal outlines our comprehensive approach to this project, emphasizing our commitment to collaboration, local expertise, and a multi-disciplinary team to ensure the successful completion of the Amphitheater Roof Enhancement and Recladding. Our primary goal is to work closely with the City and stakeholders to develop consensus-driven design solutions that align with your program, budget, and schedule.

#### KEY STAFF AND LOCAL EXPERTISE

Our team comprises highly skilled and experienced professionals who are dedicated to the project's success. Joe Monfreda, Senior Project Manager, serves as your primary point of contact throughout the project. He offers the high level of personalized service this project requires.

19six Architects is a local firm with an office located within 25 miles of the project site. Our close proximity enables us to respond promptly to project needs and maintain the project's momentum. Our approach is grounded in collaboration, ensuring that the City, District, and stakeholders are actively involved in addressing design and project challenges.

#### Sub-consultant Team Partners

To complement our in-house capabilities, we have thoughtfully selected sub-consultants who bring specialized skills to fulfill the project's scope of services. Our primary sub-consultant partners include:

- JMDiaz - Civil Engineering services
- T&B Engineering - Structural Engineering services
- Design West Group- Electrical services, including lighting and audiovisual expertise
- Sierra West Group - Cost Estimating

These sub-consultants have been chosen for their demonstrated excellence and their ability to contribute effectively to the project's success.

#### OUR COMMITMENT

We understand the intricacies of this project and are committed to delivering our services on time and within budget while maintaining a collaborative relationship with the City, District, and stakeholders. As your Senior Project Manager and primary contact, I am personally dedicated to providing the highest level of service and ensuring that your project receives ongoing leadership and attention.

Please feel free to contact me for any inquiries or further discussions regarding our proposal. We appreciate your consideration of 19six Architects as your partner for this significant project. We are eager to apply our technical expertise and contribute to successfully realizing your vision.

Sincerely,

A handwritten signature in blue ink, appearing to read "J Monfreda".

Primary Contact: Joe Monfreda, Senior Project Manager  
E: JMonfreda@19six.com

A handwritten signature in blue ink, appearing to read "Alan Kroeker".

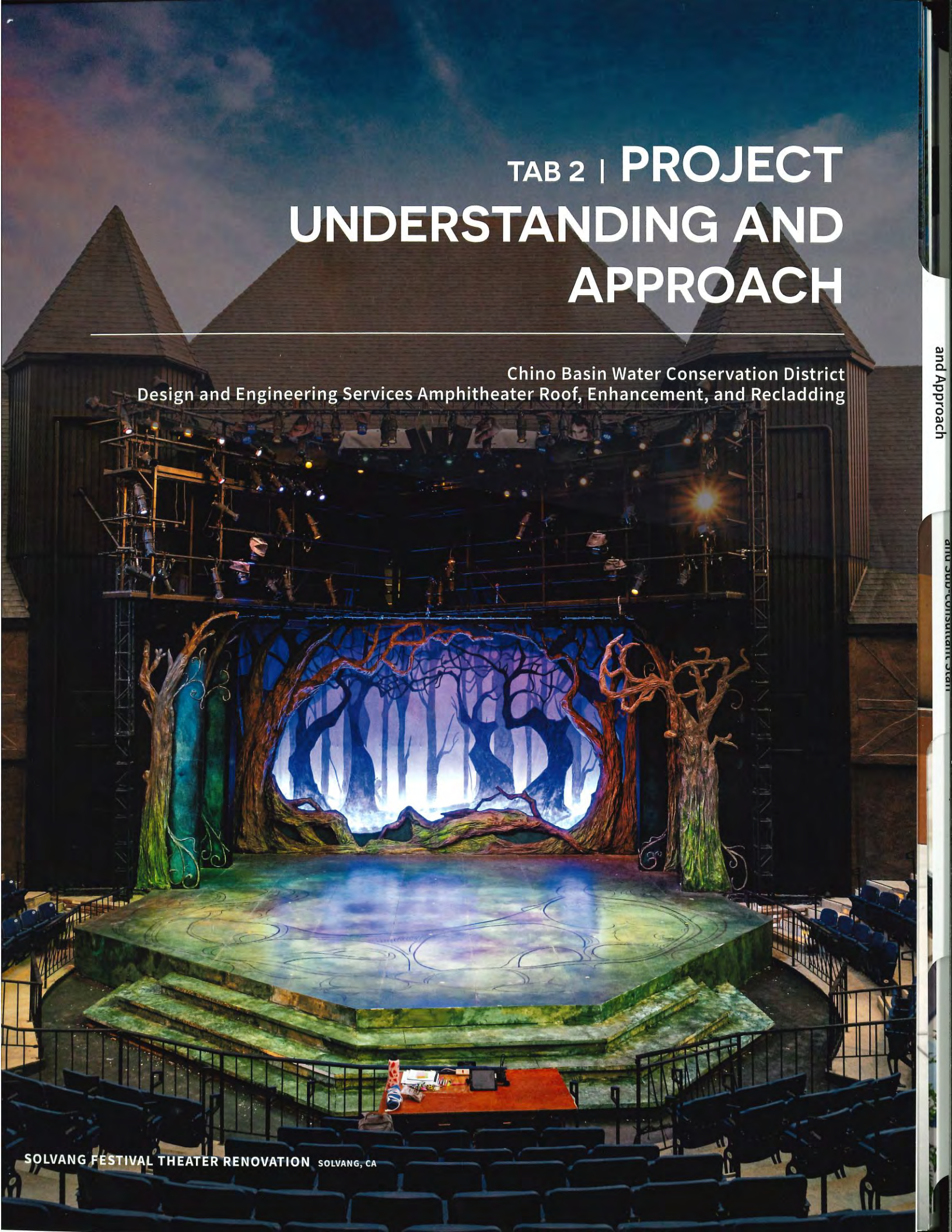
Alan Kroeker, Principal-in-Charge  
E: AKroeker@19six.com

*19six Architects accepts the terms and conditions as stated in this RFP and Professional Services Agreement.*



# TAB 2 | PROJECT UNDERSTANDING AND APPROACH

Chino Basin Water Conservation District  
Design and Engineering Services Amphitheater Roof, Enhancement, and Recladding





## 02 PROJECT UNDERSTANDING AND APPROACH

We would love the opportunity to partner with the Chino Basin Water Conservation District to enhance the Waterwise Community Center amphitheater that will continue to enrich your community.

### WHAT DIFFERENTIATES 19SIX FROM OTHER FIRMS

19six, as well as many other architectural and engineering firms, have extensive experience with community and cultural centers, working with state and local regulatory agencies, and award-winning design. But, what truly makes a successful project is not only a portfolio... it's the combination of people, passion, and process that ultimately creates designs that are unique, functional and articulate the building's spirit of place.

### PEOPLE AND PASSION

In addition to experience and portfolio, each member of the 19six team, including all of our consultants, was chosen based upon a shared passion for communities, and belief that centers like the Waterwise Community Center are vital to enriching communities, a personal commitment to service and stewardship of your resources, sustainability, and meeting the individual needs of your committee and project.

This team has a proven track record of working on projects and subscribes to the all-inclusive process outlined below.

### PROCESS

Every design solution the 19six team develops is done through a collaborative process between clients, consultants, contractors, peers, and the communities that support our work. Our architectural design style is simple, yet elegant and driven by the needs of our clients; not our egos. Our inclusive, transparent process emphasizes honest, frank discussions of all issues especially as they relate to program, budget and schedule. Our job is to ensure you have all of the information you need to make educated and informed decisions.

Throughout the project, particularly during programming, we will facilitate open-dialogue, present options and discuss the impacts each decision has on the program, the design objective and the bottom line.

Our process is:

- » Driven by YOUR Building Use & Objectives
- » Shaped by Environmental Conditions & Contextual/Cultural Considerations of the Site
- » Grounded in Budget, Schedule & Agency Requirements for Approval



Aptos High School Quad & Shade Structures



Santa Ynez High School Quad Modernization



MSJC Temecula Valley Campus

*"19six Architects has been terrific to work with. From the inception of our project, they were able to see our vision, address our concerns, and meet our aggressive schedule. They are professional, knowledgeable, and very adept in project management. Overall one of the best experiences we have had in a large scale project."*

– Beth Gomez, Vice President of Business Services  
MT. SAN JACINTO COMMUNITY COLLEGE DISTRICT





## PROJECT UNDERSTANDING AND APPROACH (CONTINUED)

### YOUR NEEDS DRIVE DESIGN

A successful design process must be an inclusive process. It is imperative the user group, steering committee, and volunteers actively participate in the design phase. They can articulate the functionality and intended use of the building and have first-hand knowledge of the program's mission and objectives as well as the current facility's operational/maintenance issues, and will provide keen insight forming the basis of design.

This collaboration between the Chino Basin Water Conservation District and 19six Architects from beginning to end will allow us to achieve a symbiosis between functionality, aesthetic, budget, and schedule needs. Throughout the project, particularly during the initial planning and design phase, we will facilitate open dialogue, present options, and discuss the impacts each decision has on the schedule, the design objective, and the bottom line.

The foundation of our approach is:

- » Design to the Budget - Simple, Functional, and Elegant Design that is easily navigated through the approval and bidding
- » Program v. Scope v. Budget Reconciliation on from start to finish.
- » Maintaining and pre-planning for the project execution within tight design and construction schedule.

Our design goal is to create an Architecture of Distinction. A renovation that seamlessly blends, freshens, and enhances the existing architecture of the space. It will be functional, inspiring, elegant, and comfortable.

### SCOPE OF WORK IMPLEMENTATION

#### Review of Existing Conditions

We will review City provided as-built drawings, utility information, seating layouts, and any other information for the existing facility. 19six will conduct a site visit to review existing site conditions and compare them to the documentation provided by the City. We recommend that the district hire as-built services for the as-built existing theatre if needed. Having accurate as-built is critical while working on renovation projects.

#### On Going Communication

We would recommend Bi-weekly meetings initially to help us identify the requirements and goals for the project. We would request regular communication with the District's representative(s) to make timely decisions and provide information as needed.

#### Design Development and Cost Estimates

We believe in designing spaces that inspire and are budget conscious. Our architectural design style is simple yet elegant and driven by your needs, not our egos.

Renovation's planning, programming, and design require creativity, problem-solving skills, and a proven method to facilitate user group discussions successfully. During the design phase, emphasis will be placed on design guidelines developed by the steering committee as part of the planning process and will be carried through throughout the project. Design solutions are generated and reviewed with the committee at regular intervals during the project. The committee will have hands-on participation in all decisions, development of design options, and selection of final design solutions.

Schedule adherence is paramount to 19six as we know delays cost money and can create issues among all team members. Our proposed team has a track record for meeting schedules through their careful coordination and planning and always maintaining open communication with all the team members.

Project Construction Schedule, one of the critical items would be to identify any lead times before any decision regarding materials, finishes, lighting, etc. Recognizing this early on in the project will help us plan better for the construction phase of this project.

Budget and scope confirmation is continuously vetted during the project to ensure it is not exceeded.

As part of the Design phase, 19six will be preparing design sketches, building plans, elevations, design details, and cost estimates.

As part of the Design Development phase, 19six will schedule a meeting with City agencies to review the project and discuss any code requirements, structural design, accessibility, and fire life safety features proposed for the building. This ensures a faster agency approval process.





Santa Barbara Airport Terminal Expansion

## PROJECT UNDERSTANDING AND APPROACH (CONTINUED)

### Construction Administration

We provide support and serve as your representative during this phase. We are “on-call” throughout the duration of the project, but particularly during construction.

The following tasks are part of our standard methodology and have proven to provide a more effective CA process.

- » Conduct a pre-construction conference/kick-off meeting.
- » 19six Architects will attend weekly meetings. Consultants will conduct site observations as needed.
- » Periodically observe the work installed by the contractor to ensure it conformed to the plans and specs.
- » Coordinate with the project inspector regarding changes early on.
- » Review product submittals and shop drawings from contractors within 3-5 days.
- » Review and respond to contractor Requests for Information within 48 hours if possible.
- » Review changes with the owner and contractors to come up with the cost-effective solutions.
- » Issue clarifications, change drawings, and change orders, when necessary.
- » Conduct punch list inspections.
- » Work closely with the City and the contractor for any essential field approvals and final project closeout.
- » Provide record drawings after construction, if requested.

With early collaboration and developed relationships with contractors, we have been able to bring projects under budget. Here are examples of projects of different sizes and budgets.



**CITY OF SANTA BARBARA**  
**Airport Terminal Expansion**  
 Design Project Cost: \$40.5 million  
 Construction During Closeout: \$32.5 million



**UNIVERSITY OF CALIFORNIA, SANTA BARBARA**  
**San Rafael Hall Renovation**  
 Design Project Cost: \$9 million  
 Construction During Closeout: \$8.5 million



**UNIVERSITY OF LA VERNE**  
**Morgan Auditorium Renovation**  
 Design Project Cost: \$3.67 million  
 Construction During Closeout: \$3.48 million



**SANTA BARBARA UNIFIED SCHOOL DISTRICT**  
**La Cumbre Theater Renovation**  
 Design Project Cost: \$2.9 million  
 Construction During Closeout: \$2.43 million



**MUSIC ACADEMY OF THE WEST**  
**Main House Addition and Renovation**  
 Design Project Cost: \$18 million  
 Construction During Closeout: \$14 million



# 19SIX PROVEN TEAM



CHINO BASIN  
**Water  
Conservation  
District**

Administration & Board of Trustees  
Business Services | Facilities Department | Maintenance & Operations



**ALAN KROEKER**  
PRINCIPAL-IN-CHARGE



**JOE MONFREDA**  
SENIOR PROJECT MANAGER



**PRITESH SAXENA**  
PROJECT MANAGER



**RICARDO BERMUDEZ**  
QUALITY CONTROL /  
QUALITY ASSURANCE

PROJECT SUPPORT  
JENNIFER KIM    ZACK FARWELL    DAVID LEE    KARLA AGUIRRE    TRAN NGO

## SUB-CONSULTANTS

19six Architects proposes to use the following consultants if further expertise is needed. We have an established working relationship with each consultant firm listed below and are confident in their ability to contribute valuable input for CBWCD.

**CIVIL ENGINEER**  
JMDIAZ

**STRUCTURAL ENGINEER**  
T&B ENGINEERING

**ELECTRICAL ENGINEER**  
DESIGN WEST ENGINEERING

**COST ESTIMATOR**  
SIERRA WEST GROUP



## KEY STAFF TECHNICAL CAPABILITIES

19six provides CBWCD with a team of experts who have in-depth knowledge of current regulations and the latest technological developments. Our dedicated staff are ready to serve you from our Corona office and adjacent Southern California offices.

NAME/TASK LEAD ROLE	YEARS OF EXP.	SCOPES			PROJECT ELEMENTS					TECHNICAL/ADMIN				
		Preliminary Design/ Construction Documents	Construction Administration Services - Permitting/ Request for Information (RFI's)/ Change Orders/ Project Meetings	Constructability Review	Roofing	Building Cladding	Civil (Site Infrastructure & ADA grading)	Electrical/ Audio Visual	Structural	ADA Access and Accessibility	Cost Efficient/Practical Design Solutions	Risk Analysis/Constructability/Value Eng.	Accelerated Schedule	Cost Estimating/Budgets
Alan Kroeker, Senior Principal-in-Charge	35+	☑	☑	☑	☑	☑				☑	☑	☑	☑	☑
Joe Monfreda, Senior Project Manager	28	☑	☑	☑	☑	☑				☑	☑	☑	☑	☑
Pritesh Saxena, Project Manager	20	☑	☑	☑	☑					☑	☑	☑	☑	☑
Ricardo Bermudez, QC/QA	25	☑	☑	☑	☑					☑	☑	☑	☑	☑
Juan Diaz (JMD)	38+	☑	☑	☑			☑			☑	☑	☑	☑	☑
Ray Morales (DWE)	14	☑	☑					☑						
Peter Ravenkemp (T&B)	19	☑	☑	☑					☑	☑	☑			
John Moreno (SWG)												☑	☑	



Crafton Hills College  
LADM Building Renovation

*“On the projects at San Bernardino Community College District, we really stress and buy into the integrated design team process. From the outset it was evident that for 19six Architects this wasn’t a new concept. It was merely how they approach every project.”*

– Geoff Bachanas, Kitchell Project Manager,  
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

## QUALITY CONTROL

The crux of our project management approach is design scope vs. budget reconciliation at each phase of the project and at other key milestones during the project. We view ourselves as stewards of your budget and resources and take the lead in ensuring we deliver a quality facility that you can afford to build and maintain. Cost control and quality control is continuous and ongoing from pre-design through construction. The foundation is laid during the initial design phase. It is our job to work with the project stakeholders and decision-makers to ensure they understand how decisions made, even at that stage, affect the budget. Our quality control checks are not just relegated to phases or milestones. We are continually reviewing and checking our plans and documents to ensure we are meeting the project goals, program requirements, code requirements, sustainability standards, aesthetic goals etc. that were established as part of the design phase.

We provide multiple level of quality control for all our projects:

- » Assign experienced, senior-level leadership to the project from start to finish to ensure continuity of the architectural vision. As Project Manager, Pritesh Saxena will maintain our commitment to not only quality drawings, but a quality-built project. As project Principal-in Charge, Alan Kroeker will work to ensure that the programmatic and functional vision of the user groups is achieved in the end result.
- » Clash Detection using Navisworks.
- » Provide time for specialty consultants to review architectural drawings for isolation and function.
- » Conduct Constructability and Quality Control reviews at regular intervals.



# APPROACH TO COLLABORATION

We will work closely with all project stakeholders and will encourage meaningful discussions to reach a cohesive clear vision for the design. This collaboration of District's personnel, and review agencies from beginning to end allows us to achieve a balance between planning, programmatic, aesthetic, budget, and schedule needs.

Our inclusive, transparent process emphasizes honest, frank discussions of all issues, especially as they relate to budget. Throughout the project, particularly during programming, we will facilitate open dialogue, present options, and discuss the impacts each decision has on the program, the design objective, and the bottom line.

The foundation of our approach is:

- » **Confirm the Program Meets the Desired User Outcome**
- » **Cost Control** begins at programming and continues into construction. There is no separation between programming, design, and cost control.
- » **Design to the Budget - Simple, Elegant Design** that meets the context, incorporating traditional and contemporary elements.
- » **Program v. Scope v. Budget Reconciliation** from start to finish.
- » **Independent Cost Estimator** reviews the plans and specifications.
- » **Work Collaboratively with the Contractor and the City Inspector** to identify potential conflicts before they arise.
- » **Close-Out** starts at the beginning of construction.

Here is collaboration required at each phase of this project to make this project a success.

## PROGRAMMING/SCHEMATIC DESIGN PHASE

- » Kick off meeting with the Steering Committee
- » Site visit with consultants as needed
- » Programming meeting to review program and design requirements
- » Meeting to review initial design concepts
- » Meeting to review revised design concepts
- » Meeting to finalize the design and review project budget
- » Pre-plan check meeting with review agencies as needed

## DESIGN DEVELOPMENT PHASE (DD)

- » Site visit as needed
- » Milestone design meetings as part of the DD phase
- » Meeting to review final DD drawings and Cost estimate
- » Planning and design review board meeting and approval
- » Pre-plan check meeting with review agencies as needed

## CONSTRUCTION DOCUMENT PHASE (CD)

- » Site visit as needed
- » Milestone meetings during this phase
- » Meeting to review 50% CD estimate
- » Meeting to review 100% CD drawings Agency review Submittal
- » Attend review meetings as required.

## PLANNING CONSENSUS BUILDING: A 5-STEP METHODOLOGY

**1 ESTABLISH PARTICIPATION**  
Who should participate and at what point in the process?

**2 DEFINE EXPECTATIONS**  
Identify project parameters, restraints and opportunities as the basis of design.

**3 DEVELOP DESIGN OPTIONS**  
Evaluate, develop and recommend options and design solutions based on Chino Basin Water Conservation District's needs and budget.

**4 PRIORITIZATION & DECISION-MAKING**  
Facilitate and guide the decision-making process to maximize the benefits for the project, board, and community.

**5 TRANSPARENCY & COMMUNICATION**  
Communicate openly, honestly and publicly. Document the decision-making process to create support for the project.

COLLABORATION

PARAMETERS

EVALUATION

PRIORITIZATION

COMMUNICATION





TAB 3 | **QUALIFICATIONS OF  
CONSULTANT STAFF AND  
SUB-CONSULTANT STAFF**

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Chino Basin Water Conservation District  
Design and Engineering Services Amphitheater Roof, Enhancement, and Recladding



## 03 QUALIFICATIONS OF CONSULTANT STAFF AND SUB-CONSULTANT STAFF

Our key staff have the management experience necessary to guarantee that this project has the attention of support staff who can execute CBWCD's vision of "Ensuring [the] community understands the true value of water and uses it wisely" by integrating them in our designs.

We have assembled a collaborative and integrated project team comprising highly skilled individuals, each of whom brings a wealth of project experience that directly enhances the value we offer to CBWCD. Leveraging our staff's profound expertise, we excel in implementing best design practices, providing innovative approaches and strategies. These capabilities enable us to execute projects on an accelerated schedule and ensure seamless coordination for the benefit of CBWCD. The team is fully available, prepared, and eager to commence the Chino Basin Water Conservation District Amphitheater Roof Project.

### TASK MANAGEMENT

With a focus on safety, quality, and innovative solutions, our core team of Joe Monfreda, LEED AP BD+C and Pritesh Saxena will confirm project milestones are met and all project objectives and deliverables are met. They have the full backing of 19six Architects, and Alan Kroeker, serving as Principal-in-Charge will make company resources available as needed to support this project.



### PRINCIPAL-IN-CHARGE

#### ALAN KROEKER

OFFICE LOCATION: SAN LUIS OBISPO, CA

Alan Kroeker is 19six's Senior Principal Architect, bringing more than 35 years of experience and has dedicated his career to designing and constructing projects that enrich the community. Alan's expertise lies in solving complex technical issues, project budgeting, and phasing. He is unwavering in his commitment to harness the full spectrum of our firm's resources to ensure that every project is executed with precision, adheres to timelines, and fulfills the expectations and goals set forth by our clients.

Alan's support encompasses accessibility, fire/life safety, and structural issues, all of which are aligned with building codes and regulatory agency approvals. Alan's holistic involvement ensures that every facet of a project, from its design and construction to compliance with crucial regulations, is meticulously managed and executed to perfection.

#### REFERENCES:

Brad Pawlowski  
Assistant Superintendent  
PASO ROBLES UNIFIED SCHOOL DISTRICT  
E: bpawlowski@pasoschools.org  
P: (805) 769.1000

Andy Stenson  
Executive Director of Facilities,  
Maintenance, & Operations  
LUCIA MAR UNIFIED SCHOOL DISTRICT  
E: andy.stenson@lmusd.org  
P: (805) 431.0316



### SENIOR PROJECT MANAGER

#### JOE MONFREDA, LEED AP, BD+C

OFFICE LOCATION: CORONA, CA

As Senior Project Manager for this project, Joe assumes the critical responsibility of overseeing the day-to-day aspects of our projects. This entails meticulous coordination of project schedules to ensure that all tasks progress smoothly and in a timely manner. Additionally, he is entrusted with maintaining our unwavering commitment to quality assurance, a pivotal aspect of our project execution that guarantees the highest standards are consistently met.

#### REFERENCES:

Silva Sorkazian  
Facilities Project Manager  
GLENDALE COMMUNITY COLLEGE  
E: ssorkazian@glendale.edu  
P: (818) 240.1000

Arthur Asaturyan  
Project Manager  
CITY OF GLENDALE  
E: AAsaturyan@Glendaleca.gov  
P: (818) 937.8247



### PROJECT MANAGER

#### PRITESH SAXENA

OFFICE LOCATION: CORONA, CA

Pritesh is a seasoned Project Manager and a strategic planning expert, boasting over two decades of experience in the complete spectrum of architectural design and project management. His proficiency spans from initial conceptual design through to project completion. With a Master of Architecture degree, with a specialization in Urban and Regional design, he brings a comprehensive understanding of architectural intricacies and urban planning.

Pritesh takes charge of projects across all five phases of architecture, ensuring that each aspect is meticulously executed. His diverse portfolio includes notable contributions to K-12 project modernizations, as well as remodeled Judicial Council of California courthouses.

#### REFERENCES:

Dave Wenger  
Senior Vice President, Operations  
APPLICATE COMMERCE  
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Silva Sorkazian  
Facilities Project Manager  
GLENDALE COMMUNITY COLLEGE  
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P: (818) 240.1000



### QUALITY CONTROL/QUALITY ASSURANCE

#### RICARDO BERMUDEZ, LEED AP, DBIA

OFFICE LOCATION: CORONA, CA

Ricardo Bermudez is a licensed Architect, LEED Accredited Professional, and Design-Build Institute of America (DBIA) Certified Professional who has managed many complex planning and design projects for over 25 years in the public and private sectors. Experiences as a lead architectural designer and project manager with a wide range of experiences in all facets of the profession, with a significant emphasis on high design and creative solutions from schematic design through construction. Ricardo brings an essential level of understanding as a communicator of solutions for complex issues set forth by the client and oversees the vision of all design solutions and goals.

#### REFERENCES:

Remon Tadrous  
Project Manager  
RIVERSIDE COUNTY SHERIFF'S DEPARTMENT  
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P: (951) 955.5951

Paige Bruyn  
Senior Project Manager  
INTERNAL SERVICES DEPARTMENT  
E: PBruyn@isd.lacounty.gov  
P: (213) 929-0391



## KEY STAFF

The 19six team brings the right level of expertise and related experience to perform the deliverables in the scope of services efficiently.

### TECHNICAL QUALIFICATIONS & EXPERIENCE

Our proposed team consists of professional architects and engineers and certified professionals in architecture design, environmental planning, and sustainability and is well-versed in the requirements for this project.

Our key team members were selected for their proven track record for completing work on similar projects and commitment to helping Chino Basin Water Conservation District achieve each of its core value.

Our staff capabilities and relevant experience are highlighted in table matrices located in section 2, Project Understanding and Approach on page 10. As seen from our key staff experience, each member provides significant advantages and benefits to CBWCD.

## SUB-CONSULTANTS

19six Architects is pleased to present our proposed team of consultants who will contribute their expertise during the design and construction phases of the project. We have a well-established and successful working relationship with each of these firms, and we are fully confident in their capacity to provide invaluable support for our project with the Chino Basin Water Conservation District. If you would like to review their comprehensive qualifications, please do not hesitate to reach out to us. Your satisfaction and confidence in our team are of the utmost importance, and we are committed to providing you with all the information you need to make informed decisions about your project.

### JMDIAZ

JMDiaz, Inc. (JMD), offers a full range of transportation planning and civil engineering covering highways, roadways, land development, traffic, rail and transit projects for local agencies, schools, railroads and private entities in California.

JMD offers a wide range of services covering planning, engineering and management for public and private sector clients. These services include planning services for civil, highways, land development, traffic/transit, rail, and structures; engineering for highway/roadway design, land development, rail design, structures, traffic; and program management cover all phases of project development from conceptual design through construction. Such depth of services is one of JMD's unique and distinguishing characteristics that have contributed to its success.

The JMDiaz team is completely prepared and available to undertake the Amphitheater Roof Project for the Chino Basin Water Conservation District.

## DESIGN WEST ENGINEERING

For over two decades, Design West Engineering has consistently delivered cutting-edge services in various disciplines including Mechanical, Electrical, Plumbing, Fire Protection, Commissioning, Technology, and Dry Utility Coordination.

DWE understands that working for government agencies requires an understanding of many diverse project types. This can include essential services, critical facilities, community buildings, public administration, justice, corrections and detention, civic infrastructure, and other facility types. Design West's team brings you expertise in all these project types, having a long history of experience with countless city and county clients as well as various state and federal agencies. Beyond just designing to the project type, this experience includes successful support of public works bidding and construction administration services. It includes effective communication and collaboration with various regulatory agencies, utility companies, governmental departments, and multiple stakeholders.

Design West Engineering has the necessary availability to perform electrical services for Chino Basin Water Conservation District's Amphitheater roof, enhancement, and recladding project.

## T&B ENGINEERING

T & B Engineering, Inc. is a full-service Structural Engineering, Design and Consulting Firm located in Riverside, California, with a combined professional experience that exceeds 40 years.

Their firm consists of highly qualified and experienced professionals whose ultimate goal is to provide efficient and practical solutions for all types of structures, regardless of the scale or complexity of the design. Their firm fully recognizes the importance of, and is dedicated to, providing quality services that focus on a complete awareness of client needs and priorities.

T & B Engineering welcomes and practices project diversity. They specialize in the structural materials of Wood, Steel, Light Gage Metals, Reinforced Concrete and Masonry. Their design experience includes Governmental, Public Works, Educational, Industrial, Municipal, Entertainment, and Commercial projects. The firm experience also includes seismic retrofitting of existing structures, which includes the upgrade of non-reinforced masonry buildings and historic structures.

The T & B Engineering team is fully available and ready to take on the Chino Basin Water Conservation District Amphitheater Roof Project. As soon as we receive the project's approval, they are prepared to initiate work promptly. Their commitment to completing the project within the scheduled timeframe is resolute, contingent upon the specific scope and complexity of the project.





## SIERRA WEST GROUP

Sierra West Consulting Group, Inc. - (SWG) is a construction cost estimating firm founded in 1998 and incorporated in 2000. It is a full-service estimating firm with a strong focus on educational, civic, medical, and correctional developments. Our team comprises experienced estimators specializing in long range facilities master planning, new and renovation construction, and modernization of an extensive range of public and private projects. Since its founding, SWG has remained one of the leading cost estimating firms in the western United States for over two decades. This position is a direct result of our commitment to quality, client relationships and strong core values.

## DEMONSTRATION OF SUFFICIENT CAPACITY TO HANDLE WORKLOAD

Our Key Staff's availability has been provided within this section and is based on their workload at Notice to Proceed (NTP). Taking into consideration the schedule of this task order, we provide a complete toolbox of resources and can mobilize on short notice.

## DEPTH OF RESOURCES

Distinguished by our exclusive focus on architectural services, 19six takes pride in orchestrating a harmonious collaboration with a diverse group of industry leaders, including JMDiaz, Design West Engineering, T&B Engineering, and Sierra West Group. This strategic alliance is purposefully crafted to create a dynamic and comprehensive team, where each member brings distinctive expertise to the table.

As a team, we offer a unique set of skills, which demonstrates our strength. JMDiaz contributes specialized proficiency in civil engineering, ensuring a meticulous approach to the foundational aspects of your project. Design West Engineering brings to the forefront their mastery of electrical engineering, facilitating the seamless integration of cutting-edge electrical systems. T&B Engineering, with its focus on structural engineering, ensures the robustness and stability of your architectural vision. Meanwhile, Sierra West Group, with expertise in cost estimating, provides invaluable insights that contribute to the financial viability and efficiency of the project.

This collaborative relationship is our hallmark, providing a multifaceted approach to address the diverse needs of your project. It goes beyond mere coordination; it's a dynamic interplay of skills and knowledge that ensures the successful integration of architectural, civil, electrical, and structural elements. This comprehensive team is poised to offer not only technical excellence but also a holistic understanding of your project's intricacies.

Though we do not anticipate the need in addition to our proposed personnel, we have corporate backing and can draw from over 40 local staff as well as nationwide expertise of over 100 technical professionals. Our local knowledge, combined with our strong leaders, is ready to serve Chino Basin Water Conservation District needs.

## STAFF AVAILABILITY

Our team is not just a group of individuals; we are a cohesive and well-balanced unit. Stability and consistency are the cornerstones of our approach, ensuring that every member is on the same page and working harmoniously toward a common goal.

One of our key strengths lies in our ability to maintain the right workload balance. We understand the importance of not overburdening our team members, as this can lead to burnout and decreased productivity.

By striking this equilibrium, we have set the stage for effective project management. Our team is ready, well-prepared, and optimally positioned to handle the demands of this project. This balanced approach ensures that we can deliver high-quality results while maintaining the well-being and efficiency of our team members.

## AVAILABILITY ON SHORT NOTICE

19six has a long history of providing personnel on short notice. We understand the urgency and sensitivity that often accompanies such situations. As a result, our dedicated team members remain in constant communication, ensuring that they are well-informed about ongoing projects and their respective statuses.

Regular meetings are a pivotal component of our workflow. These gatherings serve as a forum for our team to discuss ongoing projects, share insights, and maintain a pulse on each project's progression. This dynamic communication structure enables us to stay ahead of the curve by anticipating project needs and making the necessary adjustments as required.

Our client-focused approach underscores our commitment to being responsive and adaptable. We recognize that each client and project is unique, and we are dedicated to tailoring our services to meet their distinct needs. By staying attuned to the specific requirements of our clients, we position ourselves as a dependable and flexible partner, ready to navigate unexpected challenges and deliver optimal results.







**TAB 4 | EXPERIENCE OF FIRM**

Chino Basin Water Conservation District  
Design and Engineering Services Amphitheater Roof, Enhancement, and Recladding





## 04 EXPERIENCE OF FIRM

### 19SIX EXPERIENCE

As architects, we recognize and embrace our role as stewards of your money, resources, and trust. It is our belief that good design is inherently sustainable and does not cost more. We firmly believe that effective design is inherently sustainable and need not result in additional costs. A well-conceived design goes beyond aesthetics, encompassing the harmonious relationship between the user experience, the social and academic context, the budget, and the environmental impact in its entirety.

Our focus is on both the process and product of planning, designing, and constructing form, space, and ambiance that reflect functional, technical, social, and aesthetic considerations. Architectural design usually must strike a balance between both feasibility and cost for the district, as well as function and aesthetics for the user. Below is an overview of the some of the services we provide:

#### MODERNIZATION

- » ADA Access and Restroom Upgrades
- » Theater / Performing Art Center
- » Lighting Upgrades
- » Technology Upgrades
- » Communication Systems Upgrades
- » Upgrades to MDF/IDF
- » Upgrades to AV Systems
- » Security Upgrades
- » HVAC Upgrades (Increase Ventilation & Biopolar Ionization)
- » New Fencing
- » MPR Upgrades
- » New Hydration and Hand-washing Stations
- » COVID Check Stations
- » Adapt for Social-Distancing One-Way
- » Pedestrian Traffic

#### DEFERRED MAINTENANCE

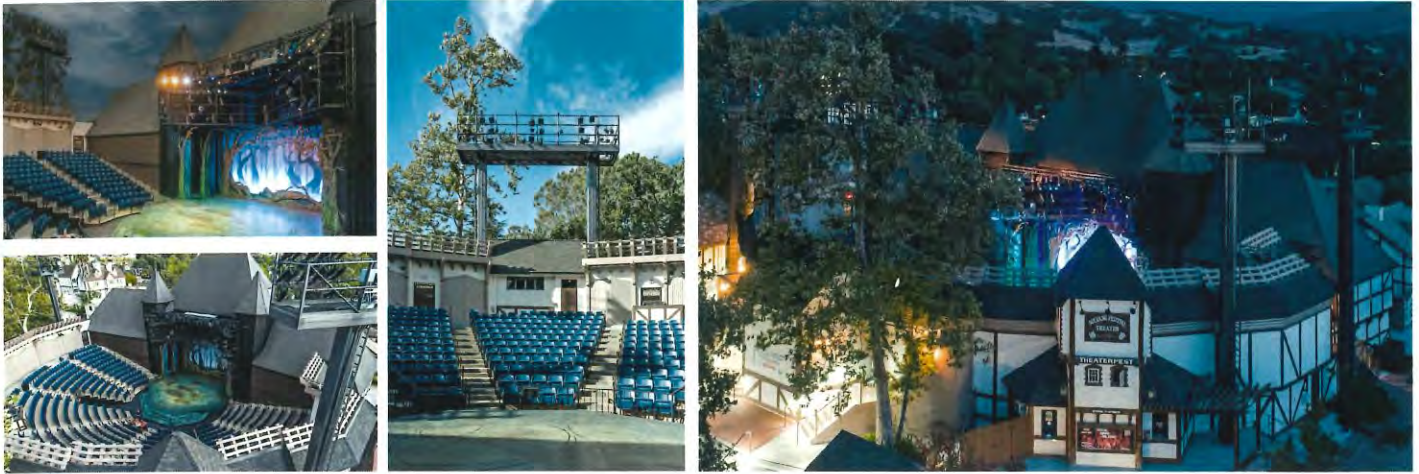
- » Upgrades to Electrical Service and Systems
- » New Technology
- » HVAC Improvements
- » Fire Alarm System
- » Air Filtration Upgrades
- » Plumbing and Sewer Upgrades
- » Upgrades to Site Drainage and Storm
- » Drain System
- » Landscape & Irrigation Upgrades and
- » Repairs
- » Roofing Upgrades

We are committed to delivering solutions that enhance the functionality, aesthetics, and sustainability of your facilities while maintaining a sharp focus on fiscal responsibility and user satisfaction. The following pages provide more details on some of our noteworthy work within the past five years.



PROJECT HIGHLIGHT

# SOLVANG THEATERFEST SOLVANG FESTIVAL THEATER RENOVATION



**LOCATION:** Solvang, CA  
**TYPE:** Renovation  
**SIZE:** 700 seat Outdoor Amphitheater  
**CONSTRUCTION COST:** \$3.5 million  
**COMPLETION:** June 2022

The Solvang Festival Theater was built in 1974 by the community in an effort to revitalize the town of Solvang and bring visitors to the valley. 19six is currently working on a long overdue renovation of this charming community theater. The new improvements will create a dynamic open-air theater. Enhancing the control level will increase the theater's technical capabilities as it embraces the auditorium and adds to the intimacy of the theater while maintaining the ambiance of the outdoors. The design incorporates a combination of contemporary elements compatible with the traditional architectural context. The project will include a new control level with interconnected theatrical lighting positions, eliminating the needs for the individual pole mounted theatrical lights, as well as new sound control and lighting booths, and new seating throughout. Additionally, the project includes a new audience entry pavilion with widened gates, and reconfigured theater entry stairs to reduce congestion, with a new sidewalk level accessible ticket office with shaded windows.

PROJECT HIGHLIGHT

# UNIVERSITY OF CALIFORNIA, SANTA BARBARA SEDGWICK OUTDOOR MEETING SPACE & KITCHEN



**Location:** Sedgwick Reserve,  
 Santa Ynez Valley, CA  
**Type:** Outdoor Meeting Space  
**Size:** Courtyard: 3,500 sf  
 Shade Structure: 32'x24'  
**Construction Cost:** \$275,000  
**Completion:** May 2020

Facilities for support of Reserve researchers and classes camping overnight on the Reserve were minimal. Behind the Studio Building there is a 3,500 sq. ft.-courtyard located between the Studio building and the site of the tent cabins. This project included the demolition of sitework at backside of Studio Building, which included an abandoned pool. The newly renovated outdoor space with new Pavilion provides facilities for researchers and classes that stay overnight in tents to prepare and eat meals, to meet, and work. It is designed to include an open kitchen with steel mouse-proof cabinets, and counter space for food preparation, and accommodates up to six large picnic tables. Also included are new accessible parking and walkways to the area of work.



PROJECT HIGHLIGHT

SAN LORENZO VALLEY UNIFIED SCHOOL DISTRICT  
SAN LORENZO VALLEY HIGH SCHOOL CTE



**Location:** Felton, CA  
**Type:** New Construction  
**Size:** AgriScience Building: 4,320 sf  
Software & Systems Building:  
4,800 sf  
**Construction Cost:** \$7.5 million  
**Completion:** August 2021  
(anticipated)

San Lorenzo Valley Unified School District (SLVUSD) partnered with SchoolGrown, Driscoll's, Renee's Garden Seeds, and the City of Santa Cruz Water Department for the CTE project at San Lorenzo Valley High School (SLVHS), a small, rural high school located in the Santa Cruz Mountains. SLVUSD expanded the scale of the current Agriculture and Natural Resources Sector. Aquaculture/Aquaaponics farming is the fastest growing segment of the agriculture industry. The use of aquaponic farming combined with new and emerging technologies has revolutionized the way food is grown in California. CTE facilities will have technology infrastructure to support this changing industry. 19six designed a 4,650 SF tree classroom building with flexible walls and furniture to house the program.

The High School campus shares its campus with the SLV Middle School. This provides convenient opportunities for CTE teachers to introduce middle school students to Pathway enrollment. The Information Communication Systems CTE Sector, Software, and Development Pathway teachers offer middle school students an elective course in software and development to expose them to coding and other pathway skills and activities. Counselors, administrators and CTE teachers plan middle school visits to introduce students to CTE Pathways. 19six developed a 4,790 SF building with three classrooms and restrooms. The building has a computer lab, instructional spaces, and maker's lab.

PROJECT HIGHLIGHT

CITY OF GLENDALE  
CENTRAL LIBRARY RE-ROOFING PROJECT



**Location:** Glendale, CA  
**Type:** Modernization  
**Size:** 55,000 sf  
**Construction Cost:** \$2.9 million  
**Completion:** Ongoing

This project encompasses the comprehensive installation of a new roofing system for an existing building. It includes the provision of all necessary labor, materials, and equipment required for the installation, as well as any necessary demolition and removal of the existing roofing and related structures, in accordance with the specifications and drawings provided.

Specific project tasks involve:

- Complete removal and replacement of the existing roofing system, down to the decking, with the additional provision for repairing and/or replacing any damaged decking.
- Implementation of a cutting-edge KEE (Ketone Ethylene Ester) roofing system.
- Replacement of gutter and downspout systems.
- Installation of new coping systems on all parapet walls.
- Removal and replacement of all exhaust fans.
- Comprehensive sealing of all pipe and vent penetrations.

This project aims to deliver a new, structurally sound, and weather-resistant roofing solution, enhancing the building's functionality and overall performance.



PROJECT HIGHLIGHT

SANTA YNEZ VALLEY UNION HIGH SCHOOL DISTRICT  
SANTA YNEZ VALLEY UNION HIGH SCHOOL



**Location:** Santa Ynez, CA  
**Type:** Modernization  
**Size:** 80,000 sf  
**Construction Cost:** \$14.7 million  
**Completion:** Phase I: July 2020

Measure K funds were used for ADA accessible toilets, HVAC and electrical system upgrades, site underground utility replacement, fire alarm system replacement, roof replacement, window replacement, as well as exterior parking and site ADA improvements. The project also included the construction of new exterior shade structures, exterior plazas, and exterior dining areas adjacent to the cafeteria. The cafeteria and food service space are located in a historic building that was modernized while still retaining its original Mission-style features.

**Exterior Courtyard:**

Due to significant demolition for underground utility work to replace the sewer, water, and gas lines, there was an opportunity to redesign the pit area to better serve the campus. The formerly sunken plaza was reconstructed with new paving at the same elevation as the new dining addition and cafeteria to create better circulation and indoor-outdoor dining experience. The new courtyard strengthens the center of campus as a more practical and functional living plaza with improved lines of sight.

PROJECT HIGHLIGHT

PAJARO VALLEY UNIFIED SCHOOL DISTRICT  
APTOS HIGH SCHOOL QUAD & SHADE STRUCTURES



**Location:** Aptos, CA  
**Type:** Modernization  
**Size:** 1,700 sf  
**Construction Cost:** \$920,000  
**Completion:** October 2019

19six transformed a student quad into a multi-use outdoor space. A concrete stage was built, fully covered with a fabric shade structure and outfitted with power and data for productions. The central gathering space has concrete with integral color waves and the school's logo demonstrating the strong maritime connection. On the periphery a permanent benches, tables and seat walls for students to eat their lunch.



## LA HABRA COMMUNITY CENTER PARKING LOT IMPROVEMENTS



**Location:** La Habra, CA  
**Type:** Site Development  
**Size:** 13,530 sf  
**Construction Cost:** \$60,300  
**Completion:** 2020

JMD provided as-needed engineering services in support of the La Habra Engineering Division on a variety of Public Works projects. JMD prepared PS&E documents for the La Habra Community Center Parking Lot Expansion Project in the City of La Habra. The adjacent existing site was purchased and demolished by the City to accommodate additional public parking. Tasks consisted of site improvements, survey, drainage and grading, signing and striping, pavement reconstruction, parking lot lighting, landscape and irrigation design.

## SANTA FE SPRINGS PARK AND LOS NIETOS PARK PARKING LOT EXPANSIONS



**Location:** La Habra, CA  
**Type:** Site Development  
**Size:** Santa Fe Springs - 41,500 sf  
 Los Nietos Park - 32,450 sf  
**Construction Cost:** \$920,000  
**Completion:** Ongoing

JMD is currently providing as-needed engineering services in support of the La Habra Engineering Division on a variety of Public Works on a variety of Public Works projects. JMD prepared PS&E documents for both the Santa Fe Springs Park and Los Nietos Park Parking Lot Expansion Projects in the City of Santa Fe Springs. The existing parking lots were expanded to accommodate additional vehicles, ADA parking, and walkway connectivity to remote picnic area. Tasks consisted of site improvements, drainage and grading, signing and striping, pavement rehabilitation, parking lot lighting, landscape and irrigation design.





# TAB 5 | APPENDICES

Chino Basin Water Conservation District  
Design and Engineering Services Amphitheater Roof, Enhancement, and Recladding



# INTRODUCTION TO 19SIX ARCHITECTS

## OFFICE LOCATION & CONTACT INFORMATION

### CORONA OFFICE

250 East Rincon Street, Suite 204  
Corona, CA 92879

P: (951) 444.5456 | W: [www.19six.com](http://www.19six.com)

### Other Locations:

SANTA BARBARA | SAN LUIS OBISPO | SACRAMENTO | SAN FRANCISCO | ROSEVILLE | SANTA CRUZ | SAN JOSE

### Joe Monfreda - Senior Project Manager (Main Contact)

E: [JMonfreda@19six.com](mailto:JMonfreda@19six.com) | C: (951) 847.4174

### Alan Kroeker - Senior Principal Architect

E: [AKroeker@19six.com](mailto:AKroeker@19six.com) | C: (805) 431.1446

## BUSINESS STRUCTURE

Years In Business: 117 Years

19six Architects was founded in 1906 as a sole-proprietorship and in 1963 the firm was incorporated.

California Registration #CO458149

Federal Tax ID #95-2273845

## FIRM HISTORY

### CELEBRATING A 117-YEAR DESIGN LEGACY

Our **LEGACY** grows with each new experience and has contributed to growth, innovation and opportunity inside and outside of workplace. 19six Architects is an **Integrated Design** firm that has been dedicated to projects that enrich our community in which we live and work. We believe in creating spaces that have a positive impact. We focus on **collaboration, inclusion and sustainable** process to create a holistic environment that improves and enhances human experience now and in future.

### CURRENT EMPLOYEES: 134 Full-Time Employees

Licensed Architects **31**

Project Managers/Drafters **68**

Structural Engineers **4**

Civil Engineer **1**

Interior Designers **9**

LEED Accredited Professionals **14**

DBIA Certified Professionals **2**

CASp Certified Professional **1**

Administrative/Graphics **22**

ARCHITECTURE

STRUCTURAL & CIVIL  
ENGINEERING

PLANNING

PROGRAMMING

INTERIOR DESIGN

LEED CERTIFICATION





## ALAN KROEKER

PRINCIPAL-IN-CHARGE

Alan Kroeker is 19six's Senior Principal Architect, bringing more than 35 years of experience and has dedicated his career to designing and constructing projects that enrich the community. Alan's expertise lies in solving complex technical issues, project budgeting, and phasing. As a dedicated leader, Alan brings passion and a unique ability for team coordination to the forefront. He is unwavering in his commitment to harness the full spectrum of our firm's resources to ensure that every project is executed with precision, adheres to timelines, and fulfills the expectations and goals set forth by our clients.

Alan extends his technical expertise in areas of paramount importance. His support encompasses accessibility, fire/life safety, and structural issues, all of which are aligned with building codes and regulatory agency approvals. Alan's holistic involvement ensures that every facet of a project, from its design and construction to compliance with crucial regulations, is meticulously managed and executed to perfection. His dedication to delivering quality, efficiency, and safety underscores his integral role in our mission to provide exceptional architectural solutions to our clients and the communities we serve.

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## 19SIX ARCHITECTS

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### REGISTRATION

- State of California Licensed Architect | C 22474

### EDUCATION

- California Polytechnic State University, San Luis Obispo | Bachelor of Architecture
- DSA Academy Classes – Accessibility, Fire / Life Safety, Structural

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## EXPERIENCE HIGHLIGHTS

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### CITY OF SANTA BARBARA

- Granada Parking Garage Solar Panels
- Santa Barbara Airport Terminal Expansion & Historic Terminal Renovation
- Santa Barbara Airport Baggage Claim Pavilion
- Santa Barbara Airport Food Concession Shell
- Santa Barbara Airport High Sierra Grill and Bar
- Santa Barbara Airport Office Modular Building

### CITY OF GLENDALE

- Alex Theatre Addition
- Fire Station 26 Renovation
- Fire Station 28 Renovation

### CITY OF ARROYO GRANDE

- Study for Sports Complex, "The Courthouse"

### CITY OF SAN LUIS OBISPO

- Marsh Street Parking Garage
- Study of City Hall addition

### COUNTY OF SAN LUIS OBISPO

- San Luis Obispo Airport Terminal Addition and Renovation

### COVINA-VALLEY UNIFIED SCHOOL DISTRICT

- South Hills High School Library Alteration Project
- District-wide Re-Roofing Replacement

### SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

- District Standards, Campus Guidelines, & Swing Space
- District Print Shop TI
- District Support Services (DSS) and Technology & Educational Support Services (TESS) Relocation
- Crafton Hills College Laboratory/Administration (LADM) Building Renovation
- Crafton Hills College Student Services A (SSA) Building Renovation

### MT. SAN JACINTO COMMUNITY COLLEGE DISTRICT

- Mt. San Jacinto College Building 200 Renovation, Addition & Sitework
- Mt. San Jacinto College Building 300 FPP
- Mt. San Jacinto College San Jacinto Campus Secondary Effects Planning
- Mt. San Jacinto College Wayfinding & Signage
- Mt. San Jacinto College Temecula Valley Campus (New College Campus)
- Mt. San Jacinto College Learning Resource Center (LRC)

### DESERT COMMUNITY COLLEGE DISTRICT

- College of the Desert Monterey Avenue Entrance / Signage & Way-Finding Master Plan
- College of the Desert Stagecraft Shop





## JOSEPH MONFREDA, LEED AP

SENIOR PROJECT MANAGER

Joe oversees the day-to-day project tasks and is responsible for coordinating project schedules, provide quality assurance, and maintaining successful client relationships. Joe's experience spans over the last 25+ years with managing team and projects from design phase, construction documents, bid through construction administration, and certification. He brings his passion and enthusiasm to each and every project he works on.

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## 19SIX ARCHITECTS

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### REGISTRATION

- LEED Accredited Professional, Building Design + Construction (BD+C)

### EDUCATION

- Mt. San Antonio College, Walnut, CA | Architecture Major
- SGU (Simon Greenleaf University), Santa Ana, CA | BA Apologetics

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## EXPERIENCE HIGHLIGHTS

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### CITY OF GLENDALE

- Fire Station 26 Renovation
- Fire Station 28 Renovation

### RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

- Santiago Canyon College Building D Restroom Renovations (Single and Multi-User)

### MT. SAN JACINTO COMMUNITY COLLEGE DISTRICT

- Mt. San Jacinto College Temecula Valley Campus Building F Construction

### SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

- District Standards, Campus Guidelines & Swing Space

### RIVERSIDE COMMUNITY COLLEGE DISTRICT

- Riverside City College Life Science & Physical Science Reconstruction to Business Education & Computer Information System Building
- Moreno Valley College Student Services Building Renovation

### GLENDALE COMMUNITY COLLEGE DISTRICT

- Glendale Community College Theater Storage Assessment
- Glendale Community College Athletics and Kinesiology Expansion and Seismic Retrofitting
- Glendale Community College Student Locker Room

### CHAFFEY COMMUNITY COLLEGE DISTRICT

- District-wide Accessibility Transition Plan & Implementation
- District-wide Barrier Removal Project

### COVINA-VALLEY UNIFIED SCHOOL DISTRICT

- District-wide Re-Roofing Replacement
- South Hills High School Library Alteration Project

### EASTSIDE UNION SCHOOL DISTRICT

- District-wide Shade Structures & Playgrounds
- Eastside Elementary School Parking Lot

### AZUSA UNIFIED SCHOOL DISTRICT

- Azusa High School Underground Utilities \*
- Center Middle School Underground Utilities \*

### SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

- Eleven Campuses New Entry Points \*

### SOUTH WHITTIER SCHOOL DISTRICT

- Eight Campuses Modernizations \*

### MAGNOLIA SCHOOL DISTRICT

- Payne Elementary School - Underground Utilities \*

\* Indicates work completed prior to joining 19six Architects



## PRITESH SAXENA

PROJECT MANAGER

Pritesh is an experienced Project Manager and a strategic planner with over 20 years of expertise in all facets of architectural design and project management, starting from conceptual design to project completion. He is a strong entrepreneurship professional with a Master of Architecture degree, focused in Urban and Regional design. He manages projects in all 5 phases of architecture and has worked on various K-12 projects modernizations and Judicial Council of California courthouses remodeling along with other underground utility upgrades in numerous school districts all across Southern California.

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teen  
SIX 196  
ARCHITECTS

E: PSaxena@19six.com  
P: (951) 444.5456  
W: www.19six.com

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## 19SIX ARCHITECTS

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### REGISTRATION

- Licensed Architect in India | CA-98/23788
- NCARB Certified

### EDUCATION

- New York Institute of Technology | Masters of Architecture, Urban Design
- Sushant School of Arts & Architecture, India

## EXPERIENCE HIGHLIGHTS

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### RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

- Santiago Canyon College Building D Restroom Renovations (Single and Multi-User)

### MT. SAN JACINTO COMMUNITY COLLEGE DISTRICT

- Mt. San Jacinto College Temecula Valley Campus Building F Construction

### SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

- District Standards, Campus Guidelines & Swing Space

### RIVERSIDE COMMUNITY COLLEGE DISTRICT

- Riverside City College Life Science & Physical Science Reconstruction to Business Education & Computer Information System Building

### GLENDALE COMMUNITY COLLEGE DISTRICT

- Glendale Community College Student Locker Room

### CHAFFEY COMMUNITY COLLEGE DISTRICT

- District-wide Accessibility Transition Plan & Implementation
- District-wide Barrier Removal Project

### COVINA-VALLEY UNIFIED SCHOOL DISTRICT

- District-wide Re-Roofing Replacement
- South Hills High School Library Alteration Project

### EASTSIDE UNION SCHOOL DISTRICT

- District-wide Shade Structures & Playgrounds
- Eastside Elementary School Parking Lot

### AZUSA UNIFIED SCHOOL DISTRICT \*

- Charles Lee Elementary School Roofing & HVAC Replacement
- Center Middle School Roofing & HVAC Replacement
- Paramount Elementary School Roofing & HVAC Replacement
- Azusa High School Underground Utilities Replacement
- Center Middle School Underground Utilities Replacement

### MOUNTAIN VIEW UNIFIED SCHOOL DISTRICT \*

- Voorhis Elementary School Roofing Replacement
- Payne Elementary School Roofing & HVAC Replacement
- Payne Elementary School Underground Utilities Replacement

### SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT \*

- District Office Renovation with ADA Upgrades

### VAL VERDE UNIFIED SCHOOL DISTRICT \*

- Val Verde, & Mead Valley Elementary School Modernizations
- Tomas Rivera & Vista Verde Middle School Modernizations

\* Indicates work completed prior to joining 19six Architects





## RICARDO BERMUDEZ, LEED AP, DBIA

QUALITY CONTROL / QUALITY ASSURANCE

Ricardo Bermudez is a licensed Architect, LEED Accredited Professional, and Design-Build Institute of America (DBIA) Certified Professional who has managed many complex planning and design projects for over 25 years in the public and private sectors. Experiences as a lead architectural designer and project manager with a wide range of experiences in all facets of the profession, with a significant emphasis on high design and creative solutions from schematic design through construction. Ricardo brings an essential level of understanding as a communicator of solutions for complex issues set forth by the client and oversees the vision of all design solutions and goals. He has directed and guided projects with various project stakeholders, from programming and feasibility studies to concept and final construction.

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## 19SIX ARCHITECTS

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### REGISTRATION

- NCARB Certified
- LEED Accredited Professional
- AIA
- Associate Design-Build Professional (DBIA) | AS-2801

### EDUCATION

- Syracuse University | Masters of Architecture | 1992
- Syracuse University | Bachelor of Architecture

## EXPERIENCE HIGHLIGHTS

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### CITY OF RANCHO CUCAMONGA \*

- New Civic Center 20,000SF

### CITY OF LANCASTER \*

- El Dorado Park Improvements, New Community Center, and Playground Areas

### RIVERSIDE COUNTY SHERIFF'S DEPARTMENT \*

- Multiple Interior & Exterior Renovations, Additions, and New Constructions from Inmate Facilities to New 911 Dispatch Center

### CITY OF SANTA ANA \*

- Santa Ana City Hall Interior Renovations (Floors 1-5)

### RIVERSIDE COUNTY \*

- Lamb Canyon Landfill - New Office Facility

### LOS ANGELES COUNTY - DOWNEY \*

- Library Head Quarters - Renovations - ISD

### CITY OF LOS ANGELES \*

- Junipero Serra Building Renovations - DGS

### LOS ANGELES COUNTY FAIR GROUND \*

- On-Call Site Renovations

### BASF ENVIRONMENTAL EDUCATION CENTER - RENSSELAER NEW YORK \*

- Ecological Park & Education 9-acre Park with 4,000 sf 1.2mil LEED Platinum Level

### GOVANS PRESBYTERIAN CHURCH MASTER PLAN\*

- Existing School, Building Facilities & Cemetery

### RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT \*

- Santiago Canyon College - Renovations
- Santiago Canyon College - New Campus Entrance

### MT. SAN ANTONIO COMMUNITY COLLEGE DISTRICT \*

- Mt. San Antonio College Music & Theater Renovations

\* Indicates work completed prior to joining 19six Architects

## JUAN M. DIAZ, MBA, P.E. | PRINCIPAL-IN-CHARGE

Mr. Diaz has over 38 years of professional engineering experience in the transportation planning and engineering industry. His extensive expertise in highway, traffic, rail and transit engineering has resulted in his management of major highway and rail transit projects in Southern California. Mr. Diaz has conducted studies and prepared designs for numerous agencies including Caltrans, Metro, SCRRA, OCTA, CPUC, NDOT, County of Los Angeles, County of Orange, and numerous local agencies as well as local railroads throughout California and Nevada. His experience includes the analysis and development of PS&E packages for highway, rail transit and freight rail corridor projects.

### REGISTRATION

- State of California Registered Professional Engineer | No. C50813

### EDUCATION

- California State Polytechnic University, Pomona | Masters, Business Administration
- California State Polytechnic University, Pomona | Bachelors of Science, Civil Engineering
- Don Bosco Technical Institute | Associates of Science, Building Technology

### EXPERIENCE

#### CITY OF SANTA FE SPRINGS

- Santa Fe Springs Park Parking Lot Expansion
- Los Nietos Park Parking Lot Expansion

#### CITY OF PASADENA

- Desiderio Park Development

#### CITY OF PICO RIVERA

- On-Call Civil and Traffic Engineering Services

#### CITY OF COMPTON

- Central Avenue Street Corridor Transportation Study/PSRE

#### LA METRO

- I-710 Livability Project
- SR-91/I-710 PSR/PDS Support
- SR-710 Gap Alternatives

## IVAN SALVATIERRA, P.E., T.E. | SENIOR CIVIL ENGINEER

Mr. Salvatierra has over 18 years of civil engineering experience and has worked on a variety of Civil, Traffic, ITS and Rail engineering projects for client cities, outside agencies, and private sectors. Ivan is responsible for management of preparation for studies, reports, design plans, specifications and estimates. His multi-discipline expertise will bring background knowledge to any project from all aspects of design, coordination and construction.

### REGISTRATION

- State of California Registered Civil Engineer | No. 83901
- State of California Registered Traffic Engineer | No.2533

### EDUCATION

- California State Polytechnic University, Pomona | Bachelors of Science, Civil Engineering

### EXPERIENCE

#### CITY OF SANTA FE SPRINGS

- Santa Fe Springs Park Parking Lot Expansion
- Los Nietos Park Parking Lot Expansion

#### CITY OF PASADENA

- Desiderio Park Development

#### CITY OF NORWALK

- Local Streets Rehabilitation Program – Phase I, Zone 24 and Miscellaneous Streets

#### CITY OF SAN GABRIEL

- Citywide Analysis and High Priority SR-710 North Mitigation Projects

#### LA METRO

- I-710 Livability Project
- SR-91 (Central Ave to Paramount Boulevard) PSR-PDS



## PETER RAVENKAMP, P.E., S.E. | PRINCIPAL

As one of the principals at T&B Engineering, Mr. Ravenkamp excels in his role by managing the office's daily responsibilities while also serving as the firm's lead structural engineer. In this capacity, he is entrusted with overseeing the entire design and construction phases of the company's projects. With a remarkable 19 years of continuous practice in the field of structural engineering, Mr. Ravenkamp brings extensive expertise to the table. Throughout his professional career, Mr. Ravenkamp has successfully designed and managed a diverse range of projects, including municipal, institutional, commercial, and entertainment structures. His proficiency extends to seismic retrofitting, where he has gained valuable experience working with non-reinforced masonry buildings and historic structures. Such expertise allows him to address the unique challenges associated with retrofitting existing structures. Together, Mr. Ravenkamp and his firm acknowledge the importance of providing cost efficient and practical engineering solutions without compromising the goal of fulfilling the client's priorities and needs

### REGISTRATION

- State of California Structural Engineer | S6471
- State of California Civil Engineer | C76496

### EDUCATION

- California Polytechnic State University, Pomona | M.S., Civil Engineering (Structural Emphasis)
- California Polytechnic State University, Pomona | B.S., Civil Engineering

### EXPERIENCE

#### LOS ANGELES COMMUNITY COLLEGE DISTRICT

- Los Angeles Pierce College - North of Mall

#### PARAMOUNT UNIFIED SCHOOL DISTRICT

- Tanner Elementary School - New Walkway Canopies
- Odyssey STEM Academy - Entry Canopy

#### CITY OF RANCHO CUCAMONGA

- Highland Avenue Community Church - Outdoor Canopy

#### EDWARDS AIR FORCE BASE / MUROC JOINT UNIFIED SCHOOL DISTRICT

- Bailey Elementary School Modernization

## RAYMUNDO LOZANO, P.E. | PROJECT ENGINEER

Mr. Lozano serves as a Project Engineer at T & B Engineering. He is responsible for overseeing the project production from schematic design thru the construction administration phases. Mr. Lozano possesses over 8 solid years of valuable experience in engineering and structural knowledge. Through his professional career Mr. Lozano has structurally designed and managed an extensive list of projects that include Colleges, High Schools, Middle Schools, Elementary Schools, Fire Stations, Theaters, Community Centers, and various commercial and residential projects

### REGISTRATION

- State of California Civil Engineer | C93487

### EDUCATION

- University of California, Irvine | Bachelor of Science, Civil Engineering,

### EXPERIENCE

#### LOS ANGELES COMMUNITY COLLEGE DISTRICT

- Los Angeles Pierce College - North of Mall

#### PARAMOUNT UNIFIED SCHOOL DISTRICT

- Tanner Elementary School - New Walkway Canopies
- Odyssey STEM Academy - Entry Canopy

#### CITY OF RANCHO CUCAMONGA

- Highland Avenue Community Church - Outdoor Canopy

#### EDWARDS AIR FORCE BASE / MUROC JOINT UNIFIED SCHOOL DISTRICT

- Bailey Elementary School Modernization



LOS ANGELES PIERCE COLLEGE - NORTH OF MALL



## ROY MORALES | ELECTRICAL DEPARTMENT HEAD

Roy has relationships with many of the local agencies after providing years of reliable design and service to this clientele. His experience includes design for buildings, sports fields, street lighting, and solar photovoltaic systems. Roy is a Senior Project Manager as well as the Electrical Department Head for the San Bernardino office. Roy joined the Design West team in 2009 and brought with him expertise in electrical applications. His greatest sector of work is with municipal clients. Beyond exterior lighting projects, he also has great experience with essential service facilities, community buildings, government operations facilities, aviation buildings, and Federal government projects. His wide-ranging experience includes design for communication towers, generator systems, utility coordination, electrical distribution, commercial buildings, and industrial buildings. Roy is a proven team leader, both in how he runs his teams internally, and how he runs his project teams when working with clients.

### EDUCATION

- California State University, San Bernardino | Associate of Science, Power Engineering

### EXPERIENCE

#### CITY OF REDLANDS

- Redlands Bowl Electrical Upgrade

#### FOSS FIELD PARK

- Foss Field Park Electrical Design

#### HIDDEN VALLEY NATURE CENTER

- Electrical Improvements

#### PALM DESERT COMMUNITY CENTER

- Palm Desert Community Center Renovation

#### CITY OF TWENTYNINE PALMS

- Community Center



REDLANDS BOWL



## JOHN MORENO | VICE PRESIDENT / CHIEF ESTIMATOR

John Moreno offers a diverse range of construction expertise. He brings with him over 25 years of experience in construction and estimating. Specializing in mechanical and electrical work, his participation ranges from the conceptual planning phase through design and final construction. With an extensive knowledge base, Mr. Moreno has a proven record and is known for his ability to work with clients to produce quality results.

### EDUCATION

- Butte Community College | Associate of Arts, Construction
- RS Means- Electrical Estimating
- RS Means- Mechanical Estimating
- CSUS & ARC-Estimating & Construction Management

### EXPERIENCE

#### CITY OF SACRAMENTO

- Sacramento Convention Center Theater

#### POLLY ESTHER'S THEATER, SAN JOSE, CA

#### LAGUNA WOODS VILLAGE

- Laguna Woods Village Performing Arts Center

#### WEST COVINA UNIFIED SCHOOL DISTRICT

- Performing Arts Center

#### FAIRFIELD-SUISUN UNIFIED SCHOOL DISTRICT \*

- Shade Structures at Various Locations
  - Rodriguez High School
  - Armijo High School
  - B. Gale Wilson Middle School
  - H. Glenn Richardson

\* Indicates work completed with 19six Architects



PERFORMING ARTS CENTER

APPENDIX D  
DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes \_\_\_\_\_ No X \_\_\_\_\_

If the answer is yes, explain the circumstances in the space below:

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APPENDIX F  
EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a District Board of Director concerning **RFP FOR DESIGN AND ENGINEERING SERVICES FOR AN AMPHITHEATER ROOF, ENHANCEMENT, AND RECLADDING.**

Alan Kroeker  
Signature

11/16/2023  
Date

ALan Kroeker  
Print

OR

I certify that Proposer and Proposer's representatives have communicated after **Thursday, October 12, 2023** with a District Board of Director concerning **RFP FOR RFP FOR DESIGN AND ENGINEERING SERVICES FOR AN AMPHITHEATER ROOF, ENHANCEMENT, AND RECLADDING.** A copy of all such communications is attached to this form for public distribution.

\_\_\_\_\_  
Signature

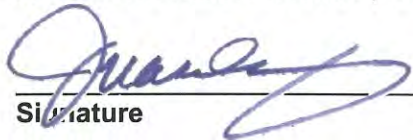
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**APPENDIX F  
EX PARTE COMMUNICATIONS CERTIFICATION**

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I certify that Proposer and Proposer's representatives have not had any communication with a District Board of Director concerning **RFP FOR DESIGN AND ENGINEERING SERVICES FOR AN AMPHITHEATER ROOF, ENHANCEMENT, AND RECLADDING.**

  
\_\_\_\_\_  
Signature

Nov. 14, 2023  
\_\_\_\_\_  
Date

Juan M. Diaz, MBA, PE  
\_\_\_\_\_  
Print

**OR**

I certify that Proposer and Proposer's representatives have communicated after **Thursday, October 12, 2023** with a District Board of Director concerning **RFP FOR RFP FOR DESIGN AND ENGINEERING SERVICES FOR AN AMPHITHEATER ROOF, ENHANCEMENT, AND RECLADDING.** A copy of all such communications is attached to this form for public distribution.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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Print





APPENDIX F  
EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a District Board of Director concerning **RFP FOR DESIGN AND ENGINEERING SERVICES FOR AN AMPHITHEATER ROOF, ENHANCEMENT, AND RECLADDING.**

Steven Johnson  
Signature

11/15/2023  
Date

Steven Johnson, PE  
Print

OR

I certify that Proposer and Proposer's representatives have communicated after **Thursday, October 12, 2023** with a District Board of Director concerning **RFP FOR RFP FOR DESIGN AND ENGINEERING SERVICES FOR AN AMPHITHEATER ROOF, ENHANCEMENT, AND RECLADDING.** A copy of all such communications is attached to this form for public distribution.

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Signature

\_\_\_\_\_  
Date

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Print





**APPENDIX F  
EX PARTE COMMUNICATIONS CERTIFICATION**

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a District Board of Director concerning **RFP FOR DESIGN AND ENGINEERING SERVICES FOR AN AMPHITHEATER ROOF, ENHANCEMENT, AND RECLADDING.**

*Mark Ballou*

\_\_\_\_\_  
Signature

11/9/23

\_\_\_\_\_  
Date

Mark Ballou, President

\_\_\_\_\_  
Print

OR

I certify that Proposer and Proposer's representatives have communicated after **Thursday, October 12, 2023** with a District Board of Director concerning **RFP FOR RFP FOR DESIGN AND ENGINEERING SERVICES FOR AN AMPHITHEATER ROOF, ENHANCEMENT, AND RECLADDING.** A copy of all such communications is attached to this form for public distribution.

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Signature

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Date

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**APPENDIX F  
EX PARTE COMMUNICATIONS CERTIFICATION**

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a District Board of Director concerning **RFP FOR DESIGN AND ENGINEERING SERVICES FOR AN AMPHITHEATER ROOF, ENHANCEMENT, AND RECLADDING.**

John Moreno

Digitally signed by John Moreno  
DN: cn=John Moreno, o=Sierra West  
Consulting Group, Inc. ou=Chief Estimator,  
email=jmoreno@sierrawestgroup.com, c=US  
Date: 2023.11.11 13:01:38 -08'00'

11/11/23

Signature

Date

John Moreno

Print

OR

I certify that Proposer and Proposer's representatives have communicated after **Thursday, October 12, 2023** with a District Board of Director concerning **RFP FOR RFP FOR DESIGN AND ENGINEERING SERVICES FOR AN AMPHITHEATER ROOF, ENHANCEMENT, AND RECLADDING.** A copy of all such communications is attached to this form for public distribution.

Signature

Date

Print



**APPENDIX G  
REFERENCES**

Vendor: 19six Architects

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) provided to customers similar to those requested in this solicitation document. Vendor must provide requested number of references, or the bid may be considered "non-responsive." References should be current or former customers. Potential subcontractors cannot be references. Any subcontractor arrangement for the completion of this work shall be listed on a separate page.

**Reference #1:**

Company Name: City of Glendale  
Address (include Zip + 4) 633 E. Broadway, Room 205, Glendale, CA 91206-4388  
Contact Person: Arthur Asaturyan  
Phone No. (818) 548.3945  
E-Mail Address: aasaturyan@glendaleca.gov  
Product(s) Used and/or Service(s) Provided:  
Architectural Services  
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**Reference #2:**

Company Name: Eastside Union School District  
Address (include Zip + 4) 44938 30th Street East, Lancaster, CA 93535  
Contact Person: Daryl Bell  
Phone No. (661) 952-1200 Ext. 8237  
E-Mail Address: DBell@eastsideusd.org  
Product(s) Used and/or Service(s) Provided:  
Architectural Services  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

**Reference #3:**

Company Name: Solvang Festival Theater

Address (include Zip + 4) 420 2nd St, Solvang, CA 93463

Contact Person: Chris Nielsen

Phone No. (805) 688.8352

E-Mail Address: Chris.Nielsen@edwardjones.com

Product(s) Used and/or Service(s) Provided:

Architectural Services

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**APPENDIX G  
REFERENCES**

Vendor: JMDiaz, Inc. (JMD)

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) provided to customers similar to those requested in this solicitation document. Vendor must provide requested number of references, or the bid may be considered "non-responsive." References should be current or former customers. Potential subcontractors cannot be references. Any subcontractor arrangement for the completion of this work shall be listed on a separate page.

**Reference #1:**

Company Name: City of San Gabriel  
 Address (include Zip + 4) 917 E. Grand Avenue, San Gabriel, CA 91778  
 Contact Person: Angela Cheng, PE  
 Phone No. 626-308-2825  
 E-Mail Address: scheng@sgch.org  
 Product(s) Used and/or Service(s) Provided:

JMD is providing on call traffic engineering services to the City of San Gabriel. This includes traffic study reviews, plan reviews, special investigations and engineering and traffic surveys as well as traffic signal and stop control warrant analysis. JMD has also prepared traffic signal designs as part of highway safety improvement projects (HSIP) throughout the City.

**Reference #2:**

Company Name: City of Glendora  
 Address (include Zip + 4) 116 East Foothill Boulevard, Glendora, CA 91741  
 Contact Person: Alison Sweet, PE (former Public Works Director)  
 Phone No. 626-629-9597  
 E-Mail Address: asweeteng@yahoo.com  
 Product(s) Used and/or Service(s) Provided:

JMD is currently providing staff augmentation services and light rail advisory, review and inspection services for the Metro Gold Line Foothill Extension, Phase 2B (Azusa to Claremont) on behalf of the City. Services included performing plan checking, permitting and inspection services for CIP and land development projects. Light rail technical services include review of track, grade crossings, preemption, traffic signals, traffic control, stations, bridges, grading, drainage, right of way, utility and parking facility improvements within the City of Glendora.

**Reference #3:**

Company Name: City of El Segundo  
Address (include Zip + 4) 350 Main Street, El Segundo, CA 90245  
Contact Person: Lifan Xu, City Engineer  
Phone No. 310-524-2368  
E-Mail Address: lxu@elsegundo.org  
Product(s) Used and/or Service(s) Provided:

JMD is currently providing on call and traffic engineering services to the City of El Segundo including all aspects of design services, including developing and completing plans, specifications, estimates, and reports, for traffic engineering services for various improvements.





**APPENDIX G  
REFERENCES**

Vendor: Design West Engineering

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) provided to customers similar to those requested in this solicitation document. Vendor must provide requested number of references, or the bid may be considered "non-responsive." References should be current or former customers. Potential subcontractors cannot be references. Any subcontractor arrangement for the completion of this work shall be listed on a separate page.

**Reference #1:**

Company Name: City of Redlands  
 Address (include Zip + 4) City Of Redlands, 35 Cajon St # 200, Redlands, CA 92373-4746  
 Contact Person: Joe Bierma  
 Phone No. (909) 489-5789  
 E-Mail Address: jbierma@cityofredlands.org  
 Product(s) Used and/or Service(s) Provided:  
Preliminary assessment of the iconic outdoor theater in Redlands and subsequent project for recommended upgrades. Project included power distribution and site lighting design, along with replacement of all theatrical lighting, speakers, lighting and equipment towers, AV, comm outlets and cabling distribution between AV racks, control booth, and equipment towers.

**Reference #2:**

Company Name: City of South Gate  
 Address (include Zip + 4) 8650 California Ave., South Gate, CA 90280-3004  
 Contact Person: Osie Harrell  
 Phone No. (323) 563-5786  
 E-Mail Address: oharrell@sogate.org  
 Product(s) Used and/or Service(s) Provided:  
EV Charging Stations installation/load monitoring at 4 City locations, security lighting for Circle Park, gut and remodel of Hollydale Community Center and security lighting for park, new lighting for City Hall.



**Reference #3:**

Company Name: San Bernardino County

Address (include Zip + 4) 385 North Arrowhead Ave., San Bernardino, CA 92415-0184

Contact Person: Brenton Rankin

Phone No. (909) 771-1168

E-Mail Address: Brenton.Rankin@pmd.sbcounty.gov

Product(s) Used and/or Service(s) Provided:  
Several generator replacements for SB County Projects as well as electrical review of a County Data Center.

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APPENDIX G  
REFERENCES

Vendor: T & B Engineering, Inc.

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) provided to customers similar to those requested in this solicitation document. Vendor must provide requested number of references, or the bid may be considered "non-responsive." References should be current or former customers. Potential subcontractors cannot be references. Any subcontractor arrangement for the completion of this work shall be listed on a separate page.

**Reference #1:**

Company Name: PBK  
Address (include Zip + 4) 8163 Rochester Avenue, Suite 100 Rancho Cucamonga, CA 91730-3924  
Contact Person: Susanto Agustiadi, AIA, LEED AP Associate Principal, Architect  
Phone No. (909) 987-0909  
E-Mail Address: susanto.agustiadi@pbk.com  
Product(s) Used and/or Service(s) Provided:  
Structural Engineering

**Reference #2:**

Company Name: PBWS Architects  
Address (include Zip + 4) 234 E. Colorado Boulevard, Suite 700, Pasadena, California 91101-2209  
Contact Person: Barton Anderson, Architect, NCARB, LEED® AP, Partner  
Phone No. (626) 432-5000  
E-Mail Address: barton@pbws.com  
Product(s) Used and/or Service(s) Provided:  
Structural Engineering



**Reference #3:**

Company Name: Architecture 9 PLLLL

Address (include Zip + 4) 8816 East Foothill Blvd Rancho Cucamonga, CA 91730-7199

Contact Person: Dan Hensiek, Partner/Operations Director

Phone No. (909) 204-9733

E-Mail Address: dhensiek@architecture9.com

Product(s) Used and/or Service(s) Provided:

Structural Engineering

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**APPENDIX G  
REFERENCES**

Vendor: Sierra West Consulting Group, Inc

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) provided to customers similar to those requested in this solicitation document. Vendor must provide requested number of references, or the bid may be considered "non-responsive." References should be current or former customers. Potential subcontractors cannot be references. Any subcontractor arrangement for the completion of this work shall be listed on a separate page.

**Reference #1:**

Company Name: County of Sacramento  
 Address (include Zip + 4) 9660 Ecology Lane- Sacramento, CA. 95827-3815  
 Contact Person: Christopher Bryson  
 Phone No. 916.876.6304  
 E-Mail Address: brysonc@saccounty.gov  
 Product(s) Used and/or Service(s) Provided:  
Cost Estimating

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**Reference #2:**

Company Name: City of Sacramento- Department of Public Works  
 Address (include Zip + 4) 5730 24th Street, Building 4-Sacramento, CA 95822-3604  
 Contact Person: Mr. Ezra Roati, Associate Architect  
 Phone No. 916-808-5877  
 E-Mail Address: eroati@cityofsacramento.org  
 Product(s) Used and/or Service(s) Provided:  
Cost Estimating

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**Reference #3:**

Company Name: County of Stanislaus Capital Projects

Address (include Zip + 4) 1010 10th Street, Suite 2300-Modesto, CA 95354-0859

Contact Person: Mr. Al Valencia, Construction Manager

Phone No. 209-525-4380

E-Mail Address: valenciaa@stancounty.com

Product(s) Used and/or Service(s) Provided:

Cost Estimating

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# TAB 6 | FEE SCHEDULE

Chino Basin Water Conservation District  
Design and Engineering Services Amphitheater Roof, Enhancement, and Recladding





## FEE SCHEDULE

19six proposes the following fee based on our understanding of the scope of services for the proposed project.

*We would like to propose a kickoff meeting to review the scope of services with the District and College in further detail, with the goal of confirming the scope of services and number of required meetings, and then negotiate the fee as needed prior to issuance of any agreement, if possible.*

Services shall include professional Architectural, Civil, Structural, Electrical and Cost Estimating. The scope of work shall be as described in the RFQ/P.

### PROPOSED PROJECT FEE

- Schematic Design Phase	\$ 17,825
- Cost Estimate – SD	\$ 3,000
- Design Development Phase	\$ 17,825
- Construction Document Phase	\$ 41,600
- Cost Estimate – CD	\$ 3,000
- Agency Approval Phase	\$ 5,950
- Bidding & Award Phase	\$ 5,950
- Construction Administration Phase	\$ 29,750
<b>Total Fixed Fee</b>	<b>\$124,900</b>

The proposed fee includes all labor, materials, tools, equipment, overhead, profit, and all other direct and indirect costs.

### PROPOSED MEETINGS

5

### EXCLUSIONS

The Following are not included in our services described above:

- » Site survey
- » Agency review fees
- » Underground Utility investigation
- » Utility monitoring or measurements
- » Off-site improvements
- » Custom exterior signage/ lighting design
- » Security and Risk assessments
- » AV/TV broadcast Infrastructure
- » 1st Responder or Cellular DAS Systems Designs
- » Furniture Fixture and Equipment
- » Acoustical Design
- » Major value engineering or redesign due to construction cost increase
- » Additional meetings or site visits
- » Multiple submittal reviews
- » Commissioning





**CORONA OFFICE**

A: 250 East Rincon Street, Suite 204 | Corona, CA 92879  
 P: (951) 444.5456