VALLEJO FLOOD AND WASTEWATER DISTRICT
SPECIAL MEETING AGENDA

JUNE 13, 2023
5:00 P.M.
MEETING AT VALLEJO CITY HALL
COUNCIL CHAMBERS
555 SANTA CLARA STREET
VALLEJO, CA 94590
WWW.VALLEJOWASTEWATER.ORG

District Manager
Melissa Morton

Board of Trustees
Robert McConnell (President)
Tina Arriola
Peter Bregenzer
Erin Hannigan
Mina Loera-Diaz
Diosdado "JR" Matulac
Charles Palmares
Rozzana Verder-Aliga

NOTE: IF THE MEETING HAS NOT BEGUN AT 5:00 PM, IT MAY BE DUE TO THE VALLEJO CITY COUNCIL BEING IN SESSION PAST 5PM, AND THE VFWD MEETING WILL BEGIN FOLLOWING THAT SESSION'S ADJOURNMENT.

Members of the public will be able to participate in-person or remotely via Zoom.

Members of the public interested in participating or observing remotely can join the Zoom webinar: https://ZoomClosed.CityOfVallejo.net

The meeting may also be viewed by tuning in locally on Comcast Channel 28, or click this link to find and follow the meeting livestreamed.

PUBLIC COMMENT: Members of the Public may provide public comments during the Board Meeting in person, via Zoom, or via phone, by dialing (669) 900-6833. For additional instructions on how to make public comment, please click here.

Members of the public shall have the opportunity to comment on any item listed on this notice before or during consideration of that item by emailing as defined above. No other items may be discussed during this meeting.

The District will use best efforts to respond to any requests for disability-related modifications or accommodations, aids or services. Such requests should be made to the Clerk of the Board's office no less than 48 hours prior to the meeting as required by Section 202 of the Americans with Disabilities Act of 1990 and the federal rules and regulations adopted in implementation thereof. Please contact our office at (707) 644-8949.

Any writings or documents related to an agenda item for the open session of this meeting are available for public inspection on our website at www.vallejowastewater.org or at the District offices located at 450 Ryder Street, Vallejo, CA 94590. Note: Meetings are held at City Hall and not at the District's offices.

1. CALL TO ORDER

2. ROLL CALL AND PLEDGE OF ALLEGIANCE

3A. ADJOURN TO CLOSED SESSION

CLOSED SESSION: *May recess to consider matters of pending litigation (GC 54956.9), personnel (GC 54957), labor relations (GC 54957.6), and real property negotiations (GC 54956.8). Records are not available for public inspection.*

A. CONFERENCE WITH LABOR NEGOTIATORS, pursuant to Government Code §54957.6 – Agency designated representatives: District Manager Melissa Morton, Director of Human Resources and Safety/Risk Management Alexandria Bell, and Director of Finance/Treasurer Jeff Tucker. Employee Organizations: Teamsters Local 315, and VFWD Management Association

B. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS** pursuant to (Gov. Code § 54956.8) - Property: Mare Island Sewer System. Agency negotiator: Melissa Morton, District Manager and Claire Collins, Special Counsel Negotiating parties: City of Vallejo, Mare Island Company. Under negotiation: Price and terms of payment

3B. RECONVENE TO OPEN SESSION: *Report on action taken by the Board during Closed Session, if any, pursuant to California Government Code Section 54957*

4. COMMENTS ON CONSENT CALENDAR BY MEMBERS OF THE PUBLIC: *Members of the public wishing to address the Board on Consent Calendar Items are requested to follow the procedures noted here. Each speaker is limited to five minutes. Requests for removal of Consent Items received from the public are subject to approval by a majority vote of the Board of Trustees. Items removed from the Consent Calendar will be heard immediately after approval of the Consent Calendar and Agenda.*

5. CONSENT CALENDAR AND APPROVAL OF AGENDA: *All matters are approved under one motion unless requested to be removed for discussion by the Board, District Manager, or requested for removal by a member of the public, which requires approval by a majority vote of the Board.*

A. APPROVE MINUTES FROM THE REGULAR MEETING OF MAY 9, 2023.

PROPOSED ACTION
Approve the minutes from the regular meeting of May 9, 2023.

B. APPROVE DISBURSEMENTS REGISTER FOR JUNE 13, 2023.

PROPOSED ACTION
Adopt a resolution approving the Disbursements Register for June 13, 2023.

C. ADOPT RESOLUTION DELEGATING MANAGEMENT RESPONSIBILITY FOR THE INVESTMENT PROGRAM TO THE DISTRICT TREASURER FOR FY 2023-24 AND APPROVING INVESTMENT POLICY CHANGES AS SUBMITTED.

PROPOSED ACTION
Adopt the resolution delegating management responsibility for the investment program to the District Treasurer for FY 2023-2 and approving investment policy changes as submitted.

D. AUTHORIZE THE DISTRICT MANAGER TO INCREASE FY 22-23 SECURITY CONTRACT WITH SVT GRUPPE, INC.

PROPOSED ACTION
Authorize the District Manager to increase the current-year security contract with SVT to amend the “not to exceed” amount from $120,000 to $247,000 for FY 22-23 only.

E. RECEIVE INFORMATION UPDATE ON MARE ISLAND – JUNE 2023

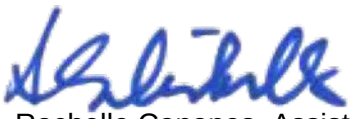
PROPOSED ACTION
Receive information update on Mare Island.

6. DISTRICT MANAGER'S REPORT

7. COMMUNITY FORUM: *Anyone wishing to address the Board on any matter for which another opportunity to speak is not provided on the agenda, and which is within the jurisdiction of the Board to resolve, may follow the procedures noted here. Pursuant to VFWD Rules of Procedure, Community Forum is limited to 15 minutes, with each speaker limited to* ***three minutes.***

8. REPORTS BY PRESIDING OFFICER AND TRUSTEES

11. ADJOURNMENT



I, Rachelle Canones, Assistant Clerk of the Board for the Vallejo Flood and Wastewater District declare that the foregoing agenda for the June 13, 2023, Special Meeting was posted and available for review by the required time as prescribed by law at the District office located at 450 Ryder Street, Vallejo, California. This agenda is also available on the District website at www.vallejowastewater.org.

District Manager
Melissa Morton

VALLEJO FLOOD AND WASTEWATER DISTRICT
REGULAR MEETING MINUTES

MAY 9, 2023
6:00 P.M.
VALLEJO CITY HALL COUNCIL CHAMBERS
555 SANTA CLARA STREET, VALLEJO CA

Board of Trustees
Robert McConnell (President)
Tina Arriola
Peter Bregenzer
Erin Hannigan
Mina Loera-Diaz
JR Matulac
Charles Palmares
Rozzana Verder-Aliga

1. CALL TO ORDER - The regular meeting of the Vallejo Flood and Wastewater District was called to order at 6:00 PM by President McConnell.

2. ROLL CALL AND PLEDGE OF ALLEGIANCE – On roll call, present were: President McConnell, Trustee Arriola, Trustee Bregenzer, Trustee Loera-Diaz, Trustee Matulac, Trustee Palmares, and Trustee Verder-Aliga (observed). Trustee Hannigan was absent.

Others present were: Melissa Morton, District Manager; MJ Brown, Clerk of the Board; Johnathan Au, Field Operations Superintendent; Jennifer Harrington, Director of Environmental Services; Alexandria Bell, Director of Human Resources and Risk Management; Mark Tomko, Director of Engineering; Justin Keating, Director of Field Operations; Jeff Tucker, Director of Finance; Claire Collins, Special Counsel

3A. ADJOURN TO CLOSED SESSION – 6:03 PM
CLOSED SESSION: *May recess to consider matters of pending litigation (GC 54956.9), personnel (GC 54957), labor relations (GC 54957.6), and real property negotiations (GC 54956.8). Records are not available for public inspection*

A. CONFERENCE WITH LABOR NEGOTIATORS, pursuant to Government Code §54957.6 – Agency designated representatives: District Manager Melissa Morton, Director of Human Resources and Risk Management Alexandria Bell, and Director of Finance/Treasurer Jeff Tucker. Employee Organizations: Teamsters Local 315, and VFWD Management Association

3B. RECONVENE TO OPEN SESSION: *Report on action taken by the Board during Closed Session, if any, pursuant to California Government Code Section 54957.* – No action to report

4. COMMENTS ON CONSENT CALENDAR BY MEMBERS OF THE PUBLIC: *Members of the public wishing to address the Board on Consent Calendar Items are requested to follow the procedures noted here. Each speaker is limited to five minutes. Requests for removal of Consent Items received from the public are subject to approval by a majority vote of the Board of Trustees. Items removed from the Consent Calendar will be heard immediately after approval of the Consent Calendar and Agenda.* None

5. CONSENT CALENDAR AND APPROVAL OF AGENDA: *All matters are approved under one motion unless requested to be removed for discussion by the Board, District Manager, or requested for removal by a member of the public, which requires approval by a majority vote of the Board.*

Trustee Verder-Aliga moved to approve the Agenda and Consent Calendar,

AYES:	President McConnell, Trustees Arriola, Bregenzer, Loera-Diaz, Matulac, Palmares, and Verder-Aliga
NOES:	None
ABSENT:	Trustee Hannigan
ABSTAIN:	None

A. APPROVE MINUTES FROM THE REGULAR MEETING OF APRIL 11, 2023.

PROPOSED ACTION
Approve the minutes from the regular meeting of April 11, 2023.

B. APPROVE DISBURSEMENTS REGISTER FOR MAY 9, 2023

PROPOSED ACTION
Adopt a resolution approving the Disbursements Register for May 9, 2023.

C. RECEIVE MONTHLY INVESTMENT REPORT FOR MARCH 2023

PROPOSED ACTION
Receive the Monthly Investment Report for March 2023 as submitted.

D. RECEIVE INFORMATION UPDATE ON MARE ISLAND – APRIL 2023

PROPOSED ACTION
Receive information update on Mare Island.

6. PRESENTATIONS

A. Staff Presentations on the New Statewide Sanitary Sewer Waste Discharge Requirements (effective June 5, 2023) for the Wastewater Collection System and the New Wastewater Treatment Plant National Pollution Discharge Elimination System (NPDES) Permit (effective April 1, 2023). (*Informational item only. No Actions Requested*).

7. DISTRICT MANAGER'S REPORT – District Manager Melissa Morton reported that construction work continues on the Sears Point Lift Station, the Austin Creek Trash Capture Project, the New Bedford Sewer Lift Station, and the major project at the plant, the Mare Island Pump Station (MIPS). The District is also working on the budget for the next two years, and will bring it to the Board in June. DM Morton also reported that as of April 15th the sandbag station is closed. DM Morton stated the District held the first presentation on the proposed wastewater rate increase at the South Vallejo Community Center, with Trustees Arriola and Bregenzer present. DM Morton gave the details on the series of other planned presentations. The public hearing for the proposed rate increase will be at the regular Board Meeting on June 13th. For more information on the proposed rate increase, go to www.valejowastewater.org, and click rates and fees.

8 COMMUNITY FORUM: *Anyone wishing to address the Board on any matter for which another opportunity to speak is not provided on the agenda, and which is within the jurisdiction of the Board to resolve, may follow the procedures noted here. Pursuant to VFWD Rules of Procedure, Community Forum is limited to 15 minutes, with each speaker limited to* ***three minutes.*** – None

9. REPORTS BY PRESIDING OFFICER AND TRUSTEES – None

10. ADJOURNMENT – meeting adjourned at 6:47 PM

This is to certify that the foregoing is the true
and correct meeting minutes as approved
by the Board of Trustees on June 13, 2023

Return to Agenda

VALLEJO FLOOD AND WASTEWATER DISTRICT
DISBURSEMENTS REGISTER
REGULAR MEETING OF THE BOARD OF TRUSTEES
MEETING DATE: JUNE 13, 2023

Ck Date	Ck No	Vendor Name	Amount	Description
5/5/2023	2789	A+ WATERWORKS	8,789.00	1427 RICE ST - LOWER LATERAL REPLACEMENT
	2790	AAA BUSINESS SUPPLIES	137.16	OFFICE SUPPLIES
	2791	ABAG POWER	149,799.36	FY 23 LEVEL CHARGE-NAT GAS, FY 21/22 TRUE-UP
	2792	ADVANCED TRENCHLESS INC	7,795.00	LOWER LATERAL REPLACEMENT
	2793	AFLAC	1,169.70	PD 04/14/2023 & 4/28/2023
	2794	ALAMEDA ELECTRIC	1,124.14	ELECTRICAL SUPPLIES
	2795	AMAZON CAPITAL SERVICES	221.15	VARIOUS SUPPLIES
	2796	AQUA-SCIENCE LLC	9,878.00	2ND QUARTER CHRONIC NPDES COMPLIANCE TEST
	2797	ARMOR LOCKSMITH SERVICES	1,640.82	LOCKSMITH SERVICES
	2798	BANK OF NEW YORK MELLON	1,350.00	ADMINISTRATION FEE, AUDIT CONFIRMATION FEE
	2799	BANNER BANK	78,750.00	MIPS 3W EFF BYPASS 0359-01 RETENTION
	2800	BAY AREA AIR QUALITY MGT DIST	2,794.00	PERMIT APP., EMERGENCY GENERATOR
	2801	BAY POWER LLC	13,988.46	CYLINDER HEAD ASSEMBLY, SPARK PLUG EXT
	2802	BAYSHORE BUILDING MATERIALS	45.25	SRW ADHESIVE SUP STR, DRILL BIT
	2803	BEECHER ENGINEERING INC	19,030.00	ELECTRICAL ENGINEERING SVCS, TO1, AGMT 1
	2804	BERT WILLIAMS & SONS INC	58.49	TOWELS IN A BOX, RAINX
	2805	BKF ENGINEERS	9,348.50	TRASH CAPTURE AUST. CRK SVC THRU 3/31/23
	2806	BOHNET ENGRAVING & AWARDS	129.56	ACRYLIC WAVE EMPLOYEE RECOGNITION AWARDS
	2807	DENNIS C BURGESS	12.86	AGR 2007
	2808	CALTEST LAB	3,001.05	LAB SERVICES
	2809	CAROLLO ENGINEERS INC	14,407.00	SEWER RATE STUDY
	2810	CDW GOVERNMENT INC	37,286.99	VMWARE SOFTWARE SUPPORT 3 YEAR RENEWALS
	2811	CINTAS CORPORATION NO 3	4,219.57	LAUNDRY SERVICE
	2812	CITY OF VALLEJO WATER BILLING	6,513.60	WATER CHARGES
	2813	CIVICPLUS LLC	225.00	MUNICODE ADMINSTRATIVE SUPPORT FEE
	2814	CLEARSTAR INC	502.63	BACKGROUND CHECK - 3 APPLICANTS
	2815	DAVID JARAMILLO	185.00	CWEA COLLECT SYST MAINT TECH G1, EXP 2/28/24
	2816	DEPENDABLE JANITORIAL SVC & SUPPLY	13,216.00	JANITORIAL SERVICES MARCH & APRIL 2023
	2817	EAST BAY TIRE CO	1,099.69	3 TIRES V#250, FLAT REPAIR V#262
	2818	ELAVON INC	122.25	MARCH MERCHANT FEES
	2819	EOA INC	4,124.50	CONDUCT OVTAS FY 22-23

VALLEJO FLOOD AND WASTEWATER DISTRICT
DISBURSEMENTS REGISTER
REGULAR MEETING OF THE BOARD OF TRUSTEES
MEETING DATE: JUNE 13, 2023

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	2820	EUROFINS CALSCIENCE INC	312.50	BIMONTHLY PRESS CAKE MARCH 2023
	2821	FEDERAL EXPRESS	139.86	SHIPPING CHARGES
	2822	FRANK OLSEN COMPANY	3,762.96	FRANK OLSEN 4"" PINCH VALVES-QUOTE #19536
	2823	W W GRAINGER	3,478.86	VARIOUS SUPPLIES
	2824	GRAYMONT WESTERN US INC	8,466.14	QUICKLIME SUPPLY AND DELIVERY
	2825	HAZEN AND SAWYER	8,790.00	LOW COST NUTRIENT OPTIONS
	2826	HDR ENGINEERING INC	22,181.40	MIPS/3WPS/SECONDARY EFFLUENT
	2827	INFOR PUBLIC SECTOR INC	36,781.25	INFOR PUBLIC SECTOR SUITE 8/1/23-7/31/24
	2828	INFOSEND INC	18,933.70	SPRING NEWSLETTER
	2829	INLAND BUSINESS SYSTEMS	432.50	COPIER MAINTENANCE AGREEMNT 4/30-5/29/23
	2830	INNOVATIVE TECHNICAL CONSULTING INC	5,868.45	CENTRAL SQUARE SYSTEM UPGRADE IN NOV
	2831	INTERSTATE BATTERY	157.60	ATCORE 24M-XHD
	2832	ISLAND ENERGY	5,739.30	SERVICE PERIOD: 03/01/23 - 04/01/23
	2833	JEFFCO PAINTING & COATING INC	13,428.00	RECOAT HYPO CONTAINMENT AREA
	2834	JR'S ROAD SERVICE	964.91	REPAIR/MAINT 3 EQUIP/ SMOKE OPACITY TEST
	2835	KIMBALL MIDWEST	3,158.69	PLANT MAINTENANCE SUPPLIES
	2836	LEGALSHIELD	183.64	PAYROLL SUMMARY
	2837	LES SCHWAB TIRE CENTER	1,358.88	V251 TIRES
	2838	LINDE GAS & EQUIPMENT INC	19.75	IND HIGH PRESSURE < 100CF
	2839	LIPPINCOTT SUPPLY CO	12.24	HEX BOLT, FLAT WASHER, HEX NUT
	2840	MANAGED HEALTH NETWORK	867.60	EMPLOYEE ASSISTANCE
	2841	MCMASTER-CARR SUPPLY COMPANY	2,358.56	VARIOUS SUPPLIES
	2842	MOSCHETTI INC	180.00	COFFEE - MAINTENANCE
	2843	MOSS RUBBER AND EQUIPMENT CORP	4,596.20	HOSE, HOSE ENDS, BALL VALVE, FITTINGS
	2844	MUNICIPAL MAINTENANCE EQUIPMENT	4,110.99	MONROE JET, REPAIR KIT, CARRIER CAMERA
	2845	MYERS & SONS CONSTRUCTION LP	1,575,000.00	MIPS 3W EFFLUENT BYPASS PROJECT APP #1
	2846	NAPA GLOVE	386.03	NITTY GRITTY PALMCOAT CUF
	2847	NAPA VALLEY PETROLEUM INC	63.30	ALUM F.L. CYL. EX.
	2848	NATIONAL BUSINESS FURNITURE	15,359.54	NATIONAL BUSINESS FURNITURE
	2849	NEIGHBORLY PEST MANAGEMENT, INC	127.00	GENERAL PEST CONTROL MONTHLY BP
	2850	NEW IMAGE LANDSCAPE COMPANY	1,300.00	LANDSCAPE MAINTENANCE FOR APRIL, 2023

VALLEJO FLOOD AND WASTEWATER DISTRICT
DISBURSEMENTS REGISTER
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	2851	OLIN CORPORATION	17,211.23	SODIUM HYPOCHLORITE
	2852	ADCOCK PHYLLIS	134.64	FY23 PT REFUND 433 SOUTHPORT WAY
	2853	BATISTA MANUEL G & M J R TR	3,210.48	FY23 PT REFUND 1907 BROADWAY ST
	2854	CARINO NORMA APIGO TR	134.64	FY23 PT REFUND 8068 CARLISLE WAY
	2855	CHURCH OF CHRIST OF VALLEJO	743.88	FY23 PT REFUND 1109 LASSEN ST
	2856	CONKLIN LYNDA BELL TR	134.64	FY23 PT REFUND 106 GARDEN CT
	2857	CONLEY SHANNON RAE JT	134.64	FY23 PT REFUND 440 STEFFAN ST
	2858	CURRER PETER S TR	2,395.44	FY23 PT REFUND 245 B ST
	2859	DIANE & RONALD FRAGOZA	3,050.00	UPPER LATERAL REPLACEMENT
	2860	EDWARDS REBECCA S	134.64	FY23 PT REFUND 157 CAMINO DEL SOL
	2861	FOWLER GABRIELLE S	134.64	FY23 PT REFUND 809 5TH ST
	2862	GLEN COVE INVESTMENTS LLC	38,291.04	FY23 PT REFUND 100 ROBLES WAY
	2863	GREGORY HARETOS	1,621.00	UPPER LATERAL REPL, DISTRICT CLEANOUT
	2864	GREGORY MORRISSON	2,750.00	UPPER LATERAL REPLACEMENT
	2865	GUMATAOTAO ROBERT G JR & D S	134.64	FY23 PT REFUND 110 MULBERRY ST
	2866	HALL ROBERT M	134.64	FY23 PT REFUND 210 HAMPSHIRE ST
	2867	HANSEN ROBIN N TR	134.64	FY23 PT REFUND 325 HANNS LN
	2868	HENRY MICHELLE D TR	134.64	FY23 PT REFUND 321 SPRINGS RD
	2869	HIGHWAY GREAT LLC	209.88	FY23 PT REFUND 1652 FAIRGROUNDS DRIVE
	2870	JONES VERA M	134.64	FY23 PT REFUND 941 PINE ST
	2871	LAWSON JOHN L & PATRICIA A TR	134.64	FY23 PT REFUND 300 KNIGHTS CIR
	2872	LUCILLE LIGON	2,050.00	UPPER LAT, TWO-WAY & DISTRICT CLEANOUT
	2873	MAGBITANG ANGELITO E & W N TR	134.64	FY23 PT REFUND 2309 PINNACLE PT
	2874	MARCUS SHIRLEY M TR	134.64	FY23 PT REFUND 1624 LORENZO DR
	2875	MEJIA VIOLET	134.64	FY23 PT REFUND 409 5TH ST
	2876	MORALA-WALKER ANDREW JT	134.64	FY23 PT REFUND 586 SOUZA WAY
	2877	MOSS MILLARD F & DELTRINA L	134.64	FY23 PT REFUND 443 AVALON CIR
	2878	OBRIEN KIERNAN INV CO	252.73	FY23 PT REFUND 3276 SONOMA BLVD
	2879	OBRIEN KIERNAN INV CO	1,219.20	FY23 PT REFUND 3829 SONOMA BLVD
	2880	OBRIEN KIERNAN INV CO	609.60	FY23 PT REFUND 3272 SONOMA BLVD
	2881	PENSOTES ANTONIO DE LEON JT	134.64	FY23 PT REFUND 1285 JACK LONDON DR

VALLEJO FLOOD AND WASTEWATER DISTRICT
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	2882	PLENOS ELIZABETH M TR	134.64	FY23 PT REFUND 129 RALSTON CT
	2883	RALPH WILLIAM M	134.64	FY23 PT REFUND 504 STARFISH DR
	2884	RANSOM DAVID HARRISON	134.64	FY23 PT REFUND 32 ASHTON CT
	2885	RAPACON LYDIA C TR	134.64	FY23 PT REFUND 1049 GRANT ST
	2886	RD ACESO INC	18,737.76	FY23 PT REFUND 1027 ALABAMA ST UNIT 101
	2887	RICHARD VARGAS	2,600.00	UPPER LATERAL REPLACEMENT
	2888	TERCIANO WILSON H & R V JT	134.64	FY23 PT REFUND 200 KNIGHTS CIR
	2889	TOGONON JEANIE	134.64	FY23 PT REFUND 3811 SURF CT
	2890	TORNERO BEATRIZ	134.64	FY23 PT REFUND 717 DANIELS AVE
	2891	VALLEJO MOBILE ESTATES LLC	134.64	FY23 PT REFUND 711 SAN FERNANDO WAY
	2892	VERCELES ROMUALDO C & F H JT	134.64	FY23 PT REFUND 1078 THELMA AVE
	2893	WAGNER VENISE	134.64	FY23 PT REFUND 111 FRESNO ST
	2894	WILSON UNIKA JT	134.64	FY23 PT REFUND 827 FALCON DR
	2895	YEE IVY HOW WAN	2,466.08	FY23 PT REFUND 1321 SPRINGS RD
	2896	PACE SUPPLY CORPORATION	275.18	FULL FACE GASKET, SOC VAN STONE FLANGE
	2897	PACIFIC GAS & ELECTRIC	20,351.32	GAS/ELECTRIC CHARGES
	2898	PANORAMA ENVIRONMENTAL INC	2,476.00	AUSTIN CRK SW TRASH CAPTURE 3/1/23-3/31/23
	2899	PHOENIX NAP LLC	1,104.00	CLOUD BACKUP FOR VEEAM 5/1/23-6/1/23
	2900	POLYDYNE INC	19,977.24	CLARIFLOC WE-2100
	2901	PONDER ENVIRONMENTAL SERVICES INC	4,249.66	TRANSPORT WASTE TO EBMUD
	2902	PROFORMA RESOURCES	2,329.23	LOGOWEAR, SAFETY POINT PURCHASES
	2903	PSOMAS	32,316.30	MARE ISL PUMP STATION PROJECT
	2904	QUADIENT FINANCE USA INC	206.70	POSTAGE
	2905	RECOLOGY VALLEJO	17,782.68	SERVICES 03/01/23-04/30/23
	2906	THOMAS J RIEDL JR	100.00	CWEA COLLECT SYST MAINT TECH G2, EXP 1/31/24
	2907	SHAPE INC	18,028.78	SHAPE INC. DOM4 PUMP REBUILD-INVOICE#2095
	2908	DANILO CHARLES STANOVICH	185.00	CWEA MECH TECH, G1 EXP 4/30/24
	2909	TANNER PACIFIC INC	32,686.50	SEARS PT PUMP STN REHAB,COLUMBUS PKWY
	2910	TRANSPORT PRODUCTS UNLIMITED INC	8,615.81	TPU GUARD SHACK
	2911	TRI-CITY FENCE COMPANY INC	8,312.00	INSTALL FENCE
	2912	TYLER TECHNOLOGIES INC	1,304.00	ERP - PHASE 2 REMOTE IMP HCM

VALLEJO FLOOD AND WASTEWATER DISTRICT
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Ck Date	Ck No	Vendor Name	Amount	Description
	2913	UNITED SITE SERVICES OF CALIFORNIA	465.87	GENERAL SERVICES 4/12/23-5/09/23
	2914	UNIVAR SOLUTIONS USA INC	2,826.98	SODIUM BISULFITE
	2915	VEOLIA WTS SERVICES USA INC	127.87	RENTAL DI MIX BED, RENTAL ORGANIC SCAVENGER
	2916	WECO INDUSTRIES LLC	10,153.77	OVERHAUL KIT 3/4 HERO MAGNUM, 1/2 & 3/4 WHR
	2917	WOODARD & CURRAN INC	837.50	2021 NPDES REGULATORY SUPPORT
	2918	XEROX CORP	597.15	PHOTOCOPIER LEASE - 2019 - 3/30-4/29/23
	2919	YOGA WITH YOUR BOOTS ON	3,400.00	YOGA 16 CLASSES FOR APRIL 2023
	2920	YP WESTERN DIRECTORY LLC	333.69	ADVERTISING CHARGES 3/31-4/30/23
	2921	TRITON TRUCK REPAIR INC	17,128.49	V#250 TROUBLESHOOT AND REPAIR
		Subtotal	2,436,979.18	
5/19/2023	2922	A+ WATERWORKS	4,794.00	LOWER LATERAL REPLACEMENT 424 RIDGE AVE
	2923	AAA BUSINESS SUPPLIES	644.49	OFFICE, KITCHEN, GENERAL SUPPLIES
	2924	ACCESS	666.30	RECORD MANAGEMENT SERVICES -5/2023
	2925	AFLAC	584.85	PD 5/12/2023
	2926	ALHAMBRA	930.62	WATER SVC
	2927	ALPHA MEDIA II LLC	400.00	EARTH DAY ADVERTISING/ OUTREACH
	2928	AMAZON CAPITAL SERVICES	1,704.02	VARIOUS OFFICE SUPPLIES
	2929	APB GENERAL ENGINEERING	1,026,269.00	GENERAL ENGINEERING SERVICES
	2930	AT&T MOBILITY	5,748.89	ACCT # 287301074904
	2931	JEFF AUSTIN	259.00	CWEA PER DIEM
	2932	BAY AREA AIR QUALITY MGT DIST	22,628.00	ANNUAL PERMIT RENEWAL 7/1/23-7/1/24
	2933	AKLI BELAIDI	150.00	SWRCB WW OPERATOR G5
	2934	BELL PRODUCTS INC	338.00	NO HEAT - TROUBLESHOOT
	2935	BOHNET ENGRAVING & AWARDS	14.03	ACRYLIC WAVE EMPLOYEE RECOGNITION AWARD
	2936	BORGES & MAHONEY	554.99	BUFFER SOLUTION PH4 CASE
	2937	BURKE WILLIAMS & SORENSEN LLP	13,161.00	LEGAL SVCS - PERSONNEL DISCIPLINARY ACTIONS
	2938	BRIAN BURKET	110.00	CWEA COLLECT SYST MAINT TECH, G4 EXP 4/30/24
	2939	CALTEST LAB	959.50	LAB SERVICES

VALLEJO FLOOD AND WASTEWATER DISTRICT
DISBURSEMENTS REGISTER
REGULAR MEETING OF THE BOARD OF TRUSTEES
MEETING DATE: JUNE 13, 2023

Ck Date	Ck No	Vendor Name	Amount	Description
	2940	RACHELLE CANONES	177.64	MILEAGE JAN-APRIL 2023
	2941	CDW GOVERNMENT INC	3,234.15	NGLV182 NEW MECH OFFICE, SUPERVISOR TVS
	2942	CHANDLER ASSET MANAGEMENT INC	888.81	FEES APRIL 2023
	2943	CINTAS CORPORATION NO 3	1,272.90	LAUNDRY SERVICE
	2944	CITY OF VALLEJO WATER BILLING	10,368.94	WATER CHARGES
	2945	CLEARSTAR INC	47.36	BACKGROUND CHECK - 1 APPLICANT
	2946	COLBY QUINN	387.00	CWEA ELECT/INST TECH, G1, EXP 4/30/24 & MEMB
	2947	COMCAST	186.73	ACCT 8155 30 024 1240209
	2948	CORODATA MEDIA STORAGE INC	297.94	RECORD STORAGE 4/1/23-4/30/23
	2949	CSRMA	5,002.24	FILE NO. 3043690 DOROUGH, ROBERT CLAIM
	2950	DELTA DENTAL PLAN	13,765.33	APRIL 2023
	2951	DIRECT LINE INC	309.00	AFTER HOURS DISPATCH - BASE RATE MAY 2023
	2952	ABISAITH ENRIQUEZ EUFRACI	545.00	SWRCB WWOPERATOR CERT EXP 10/28/25
	2953	EOA INC	9,831.49	CONDUCT OVTAS FY 22-23
	2954	EZ TREE INC	6,300.00	TREE SERVICES EMERGENCY CREW
	2955	GLOBALSTAR USA	130.47	AC00316588 4/16/23-5/15/23
	2956	GOOGLE INC	772.16	GOOGLE CLOUD 04/01/23 - 04/30/23
	2957	W W GRAINGER	1,332.27	FACILITIES MAINTENANCE SUPPLIES
	2958	GRAYMONT WESTERN US INC	8,520.19	QUICKLIME SUPPLY AND DELIVERY
	2959	HARRINGTON PLASTICS INC	4,610.71	FLANGE STUB, BACKING RING
	2960	HELIX LABORATORIES INC	15,142.05	COMMANDER ODOR H2S CONTROL
	2961	INDUSTRIAL SCIENTIFIC CORP	3,319.39	INET 48 MONTH USAGE 04/01/23 - 04/30/23
	2962	JR'S ROAD SERVICE	874.18	REPAIR/MAINT - 4 EQUIP
	2963	KAAM GROUP	8,827.58	LIMECURE 50
	2964	KIMBALL MIDWEST	1,639.37	FACILITIES MAINTENANCE SUPPLIES
	2965	LEGALSHIELD	91.82	PD 05-12-2023
	2966	LIPPINCOTT SUPPLY CO	92.22	SETSCREW, EYEBOLT
	2967	LONE STAR BLOWER INC	1,744.92	5% PROGRESS BILLING: START UP MAX50-C060
	2968	INES MARTINEZ-FULGENCIO	40.61	ICS 100/700 FEMA TRAINING MILEAGE
	2969	MATHEWS & SONS AUTOMOTIVE INC	125.68	OIL SERVICE W/ROTATE & BREAK INSP
	2970	MCMASTER-CARR SUPPLY COMPANY	255.50	ELECTRICAL SUPPLIES

VALLEJO FLOOD AND WASTEWATER DISTRICT
DISBURSEMENTS REGISTER
REGULAR MEETING OF THE BOARD OF TRUSTEES
MEETING DATE: JUNE 13, 2023

Ck Date	Ck No	Vendor Name	Amount	Description
	2971	MIRA THEATHER GUILD	150.00	PUBLIC MEETING ROOM RENTAL - RATE INCREASE
	2972	MCJUNKIN RED MAN CORPORATION	576.70	ACTUATOR TRANSFORMER
	2973	NAPA-VALLEJO WASTE MANAGEMENT	42.00	C&D RECYCLING TONS
	2974	NEIGHBORLY PEST MANAGEMENT, INC	127.00	GENERAL PEST CONTROL MONTHLY BP
	2975	NICK'S CUSTOM GOLF CARTS	3,105.74	GOLF CART MAINTENANCE SERVICE
	2976	OLIN CORPORATION	11,050.90	SODIUM HYPOCHLORITE, CAUSTIC SODA
	2977	KATHERINE GILBERT	2,900.00	UPPER LATERAL REPLACEMENT
	2978	KATHLEEN GAFFNEY	6,500.00	UPPER LATERAL REPLACEMENT
	2979	LINDA LUCAS	2,496.00	UPPER LATERAL REPL & TWO-WAY CLEANOUT
	2980	PACIFIC GAS & ELECTRIC	419,757.84	GAS/ELECTRIC CHARGES
	2981	PLANT HARMONY	202.23	OWOW - INTEGRATED PEST MGMT APRIL 2023
	2982	POINT 1 ELECTRICAL SYSTEM INC	763.50	MONITORING OF BUILDING 67 - MAY 2023
	2983	POLYDYNE INC	39,530.58	CLARIFLOC WE-2100
	2984	PONDER ENVIRONMENTAL SERVICES INC	2,680.34	VAC SUPPORT ONSITE AND TRANSPORT WASTE
	2985	PONTICELLO ENTERPRISES CONSULTING ENG.	13,847.29	DEVELOPMENT REVIEW SUPPORT SERVICES
	2986	PROFORMA RESOURCES	61.95	LOGOWEAR - CAROLE-ANNE DECOUPIGNY
	2987	QUADIENT LEASING USA INC	613.95	POSTAGE MACHINE RENTAL
	2988	R & S ERECTION OF VALLEJO INC	3,456.87	WELD BAY REPLACEMENT DOOR
	2989	RECOLOGY VALLEJO	666.67	9YD DEBRIS BOX, 30 YD DEBRIS BOX
	2990	RESCUE TRAINING INSTITUTE INC	3,470.00	DISTRICT FIRST-AID & CPR/AED, OXYGEN TRAINING
	2991	REXEL USA INC	873.55	CONTACT BLOCK, PILOT LIGHT
	2992	SAFE SOFTWARE INC	1,900.00	P00119451 FME SOFTWARE RENEWAL
	2993	ANITA SETTY	200.00	ENV COMP TECH G1& LAB ANALYST G3 EXP 3/31/24
	2994	SGS NORTH AMERICA INC	262.00	OIL ANALYSIS OF VARIOUS EQUIPM
	2995	SOLANO CO DEPT OF RESOURCE MGMT	2,020.00	CUPA SURCHARGE HAZ MAT BUSINESS PLAN
	2996	SONOMA RESOURCE CONSERVATION DIST	2,713.59	PERMIT RENEWAL FEES 12/16/22-04/30/23
	2997	THE OFFICE CITY	5.82	FACILITIES MAINTENANCE OFFICE SUPPLIES
	2998	THOMAS FISH CO	214.20	RAINBOW TROUT
	2999	TPX COMMUNICATIONS	1,353.47	IN-HOUSE PHONE 4/23/23-5/22/23
	3000	TRITON TRUCK REPAIR INC	664.94	TRUCK REPAIR SERVICES
	3001	JEFFERY TUCKER	728.25	CWEA CONFERENCE, BOARD MEETING 4/16-21

VALLEJO FLOOD AND WASTEWATER DISTRICT
DISBURSEMENTS REGISTER
REGULAR MEETING OF THE BOARD OF TRUSTEES
MEETING DATE: JUNE 13, 2023

Ck Date	Ck No	Vendor Name	Amount	Description
	3002	UNITED SITE SERVICES OF CALIFORNIA	465.87	GENERAL SERVICES 5/10/23-6/06/23
	3003	UNIVAR SOLUTIONS USA INC	14,771.09	SODIUM BISULFITE
	3004	VALLEJO TIMES HERALD	425.00	ADVERTISING SPRING HOME AND GARDEN
	3005	VALLEY YELLOW PAGES	346.00	ADVERTISING CHARGES
	3006	VEOLIA WTS SERVICES USA INC	312.67	EXCHANGE, DI, MIX BED
	3007	VISION SERVICE PLAN (CA)	3,309.76	VISION PRM MAY 2023
	3008	VULCAN MATERIALS COMPANY	7,656.03	1/2 HMA TYPE A/B PG 64-16, 3/4 IN CL 2 BASE
	3009	WECO INDUSTRIES LLC	211.78	SCREWS, WASHERS FOR BACK PLATE, SUPPLIES
	3010	WEST YOST & ASSOCIATES	19,668.80	SSMP ASSISTANCE, TRASH CAPTURE MODELING
	3011	WOODARD & CURRAN INC	16,325.00	2021 NPDES REGULATORY SUPPORT
	3012	XEROX CORP	324.04	PHOTOCOPIER LEASE - 2022
	3013	YP WESTERN DIRECTORY LLC	133.72	ADVERTISING CHARGE 5/1-5/31/23
	3014	AMAZON CAPITAL SERVICES	1.67	TAX PAYMENT FOR INV#19KH-LWMC-MRNN
	3015	AT&T	1,756.39	BAN 9391051754
	3016	ENTERPRISE FLEET MANAGEMENT	18,783.46	LEASE/MAINT
	3017	NAPA VALLEY PETROLEUM INC	174.13	CHEVL ULTRA DUTY #2 CONTAINER 1/10
		Subtotal	1,787,651.13	
		Grand Total	4,224,630.31	

RESOLUTION NUMBER 2023-

A RESOLUTION TO APPROVE THE DISBURSEMENT REGISTER FOR JUNE 13, 2023

BE IT RESOLVED, by the Board of Trustees of the Vallejo Flood and Wastewater District of Solano County, California as follows:

WHEREAS, the District maintains general checking to facilitate operating cash disbursements;

WHEREAS, general checking disbursements must be authorized by the Board of Trustees;

WHEREAS, claims as enumerated on the attached Disbursement Register and for the respective amounts set opposite the name of each person or firm total $4,224,630.31.

IT IS, THEREFORE, RESOLVED, by the Board of Trustees of the Vallejo Flood and Wastewater District that the Board approves the Disbursement Register for June 13th, 2023.

BE IT FURTHER RESOLVED, that all claims be paid.

ADOPTED by the Board of Trustees of the Vallejo Flood and Wastewater District on the 13th day of June 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

WITNESS my hand and the Seal of said District this 13th day of June, 2023.

MARY J. BROWN
Clerk of the Board

Vallejo
FLOOD & WASTEWATER DISTRICT

Return to Agenda

District Manager
Melissa Morton

June 13, 2023

BOARD COMMUNICATION

Consent Item 5C

TO: **THE HONORABLE PRESIDENT AND BOARD OF TRUSTEES**

FROM: **MELISSA MORTON, DISTRICT MANAGER**
JEFF TUCKER, DIRECTOR OF FINANCE/TREASURER

SUBJECT: **ADOPT RESOLUTION DELEGATING MANAGEMENT RESPONSIBILITY FOR THE INVESTMENT PROGRAM TO THE DISTRICT TREASURER FOR FY 2023-24**

BACKGROUND AND DISCUSSION

Delegation to District Treasurer
Pursuant to California Government Code Section 53607 and the District Investment Policy Guidelines Section E, the Board of Trustees may annually approve an investment policy and may delegate authority for the investment of funds to the District Treasurer. The delegation can be for no greater than one year and requires an annual renewal by the Board of Trustees.

The attach resolution renews the delegation of the management responsibility for the investment program to the District Treasurer for Fiscal Year 2023-2024.

Appointment of Chandler Asset Management
In April 2020, the District contracted with Chandler Asset Management to be the District's Independent Investment Advisor. District staff has worked with Chandler to develop an investment strategy that conforms to the District's Investment Policy Guidelines and prioritizes Safety, Liquidity and Yield, in that order. During uncertain and unprecedented market conditions, it has been advantageous to have Chandler helping the District reposition its portfolio as several investments were called or matured and reinvestment was necessary. Chandler has also been helpful in monitoring the credit risk of the investment portfolio and in developing comprehensive quarterly reporting of the investment portfolio for the Board.

The District intends to continue contacting with Chandler Asset Management as its Independent Investment Advisor in the next fiscal year.

Recommended Change to Investment Policy
Staff has reviewed the investment policy. There are no recommended changes to the Investment Policies at this time.

RECOMMENDATION

Adopt the resolution delegating management responsibility for the investment program to the District Treasurer for FY 2023-24.

ALTERNATIVES CONSIDERED

None.

ENVIRONMENTAL REVIEW

This is not a project under CEQA and no environmental review is required.

FISCAL IMPACT

None.

PROPOSED ACTION

Adopt the resolution delegating management responsibility for the investment program to the District Treasurer for FY 2023-24.

DOCUMENTS ATTACHED

A. Resolution
B. Investment Policy

CONTACT PERSON

Jeff Tucker, Director of Finance/Treasurer, (707) 652-7802

RESOLUTION NUMBER 2023 -

A RESOLUTION DELEGATING MANAGEMENT RESPONSIBILITY FOR THE INVESTMENT PROGRAM TO THE DISTRICT TREASURER FOR FY 2023-24

BE IT RESOLVED, by the Board of Trustees of the Vallejo Flood and Wastewater District of Solano County, California as follows:

WHEREAS, California Government Code Section 53646, provides that the legislative body of a local agency may annually consider a statement of investment policy and changes to the policy at a public meeting; and

WHEREAS, Section 53607 of the California Government Code provides that a legislative body may delegate authority to invest to the Treasurer on an annual basis; and

WHEREAS, staff has reviewed the investment policy and has no recommended changes.

IT IS, THEREFORE, RESOLVED by the Board of Trustees of the Vallejo Flood and Wastewater District that the Board adopts and approves the Investment Policy Guidelines for the Vallejo Flood and Wastewater District attached hereby as "Exhibit A".

BE IT FURTHER RESOLVED by the Board of Trustees of the Vallejo Flood and Wastewater District that the Board of Trustees hereby extends the delegation of investment authority to the District's Director of Finance/Treasurer through June 30, 2024.

ADOPTED by the Board of Trustees of the Vallejo Flood and Wastewater District on the 13th day of June, 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

WITNESS my hand and the Seal of said District this 13th day of June, 2023.

MJ BROWN
Clerk of the Board

Exhibit A

Investment Policy Guidelines
of the
Vallejo Flood and Wastewater District

Approved by the Board of Trustees on June 8, 2021

Prepared by the Finance Department

Investment Policy Guidelines
Vallejo Flood and Wastewater District

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A. Policy

It is the policy of the Vallejo Sanitation & Flood Control District to invest public funds in a prudent manner which will preserve principal, maintain liquidity to meet the daily cash flow demands of the District and achieve a reasonable rate of return while conforming to all state and local statutes governing the investment of public funds.

B. Scope

This investment policy applies to all moneys (surplus financial assets) and investment activities of the District. These moneys are accounted in the monthly financial reports and the comprehensive annual financial report of District which are under the Treasurer's scope of control unless specifically exempted by statute or resolution. The investment of bond proceeds in the custody of a Trustee shall be governed in accordance with the investment guidelines contained in the bond indenture.

C. Prudence

The standard of prudence to be used by investment officials in the management of District moneys shall be the Prudent Investor Standard as authorized under Section 53600.3 of the California Government Code which shall be applied in the context of managing all aspects of the overall portfolio. Pursuant to California Government Code, all persons authorized to make investment decisions on behalf of the District are trustees and therefore fiduciaries subject to the Prudent Investor Standard:

> "…all governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds pursuant to this chapter are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the Agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the Agency. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law.".

D. Objective

The objective of this policy is to provide guidance to invest District funds in accordance with California Government Code Section 53600.5 which states that when investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, the primary objective of a trustee shall be to safeguard the principal of the funds under its control. The secondary objective shall be to meet liquidity needs of the depositor. The third objective shall be to achieve a return on the funds under its control. Using sound treasury management principles, this policy seeks to achieve, in order of priority:

1. Safety: Safety of principal is the foremost objective of the investment program.

Investments of the District shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio.

2. Liquidity: The District's investment portfolio will maintain sufficient liquidity to enable the District to meet all operating requirements which might be reasonably anticipated.

3. Return on Investments: The District's investment portfolio shall be designed with the objective of attaining a rate of return commensurate with the District's investment risk constraints and the cash flow characteristics of the portfolio.

E. Delegation of Authority

Pursuant to California Government Code Section 53607, management responsibility for the investment program is hereby delegated to the District Treasurer, who shall establish written procedures for the operation of the investment program consistent with this investment policy. This responsibility includes authority to select brokers, establish safekeeping accounts, enter into wire transfer agreements, banking service contracts, and collateral/depository agreements. The Treasurer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials. This delegation shall be for no greater than one year and may be revoked at any time, or, upon review, renewed each year.

The District may engage the services of one or more external investment advisers, who are registered under the Investment Advisers Act of 1940, to assist in the management of the District's investment portfolio in a manner consistent with the District's objectives. External investment advisers may be granted discretion to purchase and sell investment securities in accordance with this investment policy.

The District's overall investment program shall be designed and managed with a degree of professionalism that is worthy of the public trust. The District recognizes that in a diversified portfolio, occasional measured losses may be inevitable and must be considered within the context of the overall portfolio's return and the cash flow requirements of the District.

F. Ethics and Conflicts of Interest

Officers and employees involved in the investment process shall refrain from any personal business activity that could conflict with the proper execution and management of the investment program or which could impair their ability to make impartial investment decisions for the District. Additionally, the Treasurer is required to annually file applicable financial disclosures as required by the Fair Political Practices Commission (FPPC) and/or the District's Conflict of Interest Code.

G. Authorized Financial Dealers and Institutions

The District shall transact business only with banks, associations, and with broker/dealers licensed by the State of California.

In accordance with Section 53601.5, institutions eligible to transact investment business with the District include:

- Primary government dealers as designated by the Federal Reserve Bank and non-primary government dealers.

- Nationally or state-chartered banks.
- The Federal Reserve Bank.
- Direct issuers of securities eligible for purchase.

Investment staff shall investigate dealers who wish to do business with the District to determine if they are adequately capitalized, have pending legal action against the firm or the individual broker and make markets in the securities appropriate to the District's needs.

The District Treasurer shall annually send a copy of the current Investment Policy to all broker/dealers approved to do business with the District. Confirmation of receipt of this policy shall be considered evidence that the dealer understands the District's Investment Policy and intends to sell the District only appropriate investments authorized by this Investment Policy.

Selection of financial institutions and broker/dealers authorized to engage in transactions will be at the sole discretion of the District, except where the District utilizes an external investment adviser in which case the District may rely on the adviser for selection.

Public deposits will be made only in qualified public depositories as established by State law. Deposits will be insured by the Federal Deposit Insurance Corporation, or, to the extent the amount exceeds the insured maximum, will be collateralized in accordance with State law.

Selection of broker/dealers used by an external investment adviser retained by the District will be at the sole discretion of the adviser. Where possible, transactions with broker/dealers shall be selected on a competitive basis and their bid or offering prices shall be recorded. If there is no other readily available competitive offering, best efforts will be made to document quotations for comparable or alternative securities. When purchasing original issue instrumentality securities, no competitive offerings will be required as all dealers in the selling group offer those securities at the same original issue price.

H. Use of External Professional Investment Manager

The District may employ the services of a professional investment manager to assist in the management of the District's investment portfolio. Such manager may be granted the discretion to purchase and sell investment securities in accordance with this Investment Policy. A professional investment manager shall only be retained by written agreement with the District, and approved by the Board of Trustees, and must contractually agree to conform to the District's Investment Policy and all provisions of governing law and collateralization and other requirements contained herein.

I. Authorized Investments

The District's investments are governed by California Government Code, Sections 53600 et seq. Within the investments permitted by the Code, the District seeks to further restrict eligible investments to the guidelines listed below. In the event a discrepancy is found between this policy and the Code, the more restrictive parameters will take precedence. Percentage holding limits and credit quality minimums listed in this section apply at the time the security is purchased.

Any investment currently held at the time the policy is adopted which does not meet the new policy guidelines can be held until maturity, and shall be exempt from the current policy. At the

time of the investment's maturity or liquidation, such funds shall be reinvested only as provided in the current policy.

An appropriate risk level shall be maintained by primarily purchasing securities that are of high quality, liquid, and marketable. The portfolio shall be diversified by security type and institution to avoid incurring unreasonable and avoidable risks regarding specific security types or individual issuers.

MUNICIPAL SECURITIES include obligations of the District, the State of California and any local agency within the State of California, provided that the securities are rated in a rating category of "A" or its equivalent or better by at least one nationally recognized statistical rating organization ("NRSRO"). No more than 5% of the portfolio may be invested in any single issuer. No more than 30% of the portfolio may be in Municipal Securities. The maximum maturity does not exceed five (5) years.

MUNICIPAL SECURITIES (REGISTERED TREASURY NOTES OR BONDS) of any of the other 49 states in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 states, in addition to California. The securities are rated in a rating category of "A" or its equivalent or better by at least one "NRSRO". No more than 5% of the portfolio may be invested in any single issuer. No more than 30% of the portfolio may be in Municipal Securities. The maximum maturity does not exceed five (5) years.

U.S. TREASURIES and other government obligations for which the full faith and credit of the United States are pledged for the payment of principal and interest. There are no limits on the dollar amount or percentage that the District may invest in U.S. Treasuries, provided that the maximum maturity is five (5) years.

FEDERAL AGENCIES or United States Government-Sponsored Enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises. There are no limits on the dollar amount or percentage that the District may invest in Federal Agency or Government-Sponsored Enterprises (GSEs), provided that no more than 25% of the portfolio may be invested in any single Agency/GSE issuer. The maximum maturity does not exceed five (5) years. The maximum percent of federal agency callable securities in the portfolio will be 20%.

BANKERS' ACCEPTANCES: As provided in Government Code Section 53601 (g), up to 40% of the District's moneys may be invested in Bankers Acceptances (that are eligible for purchase by the Federal Reserve System), although no more than 5% of the moneys may be invested in Bankers Acceptances of any one commercial bank. Additionally, the maturity period of any Bankers Acceptance shall not exceed 180 days. Eligible bankers' acceptances must be issued by institutions which have short-term debt obligations rated "A-1" or its equivalent or better by at least one NRSRO; or long-term debt obligations which are rated in a rating category of "A" or its equivalent or better by at least one NRSRO.

COMMERCIAL PAPER: As authorized in Government Code Section 53601 (h), up to 25% of the District's moneys may be invested in "prime" commercial paper of quality of the highest ranking or of the highest letter and number rating provided by a NRSRO. The issuing corporation must meet all of the following conditions in either paragraph (1) or paragraph (2):

(1) The entity meets the following criteria:

a. Is organized and operating in the United States as a general corporation.
b. Has total assets in excess of five hundred million dollars ($500,000,000).
c. Has debt other than commercial paper, if any, that is rated "A" or its equivalent or higher by an NRSRO.

(2) The entity meets the following criteria:

a. Is organized within the United States as a special purpose corporation, trust, or limited liability company.
b. Has program-wide credit enhancements including, but not limited to, overcollateralization, letters of credit, or a bond.
c. Has commercial paper that is rated "A-1" or higher, or the equivalent, by an NRSRO.

The District shall not purchase more than 10% of the outstanding commercial paper of any one issuer. No more than 5% of the portfolio may be invested in a single commercial paper issuer. Maturities may not exceed 270 days.

NEGOTIABLE CERTIFICATES OF DEPOSIT OR BONDS (NCD): As authorized in Government Code Section 53601 (i), up to 30% of District's moneys may be invested in negotiable certificates of deposit issued by a nationally or state-chartered bank, or a savings or federal association, a state or federal credit union, or by a federally-licensed or state-licensed branch of a foreign bank. The maturity period for this investment vehicle may not exceed five years unless approved by the Board of Trustees. The amount of the NCD insured up to the FDIC limit does not require any credit ratings. Any amount above the FDIC insured limit must be issued by institutions which have short-term debt obligations rated "A-1" or its equivalent or better by at least one NRSRO; or long-term obligations rated in a rating category of "A" or its equivalent or better by at least one NRSRO. No more than 5% of the portfolio may be invested in any single issuer.

MEDIUM-TERM CORPORATE NOTES: As authorized in Government Code Section 53601 (k), up to 30% of District's moneys may be invested in medium term corporate notes. Maturities may not exceed five years. The issuing corporation must be organized and operating within the U.S. or be a depository institution licensed by the United States or any state and operating within the United States, and must be rated in a rating category of "A" or its equivalent or better by an NRSRO. No more than 5% of the portfolio may be invested in any single issuer.

MUTUAL FUNDS and MONEY MARKET MUTUAL FUNDS. Mutual Funds are referred to in California Government Code Section 53601(l), as "shares of beneficial interest issued by diversified management companies." Mutual Funds and Money Market Mutual Funds

that are registered with the Securities and Exchange Commission under the Investment Company Act of 1940 are authorized investments for funds subject to the following provisions:

(1) **Mutual Funds** that invest in the securities and obligations as authorized under California Government Code Section 53601(a) to (k) and (m) to (q) inclusive and that meet either of the following criteria:
    a. Attained the highest ranking or the highest letter and numerical rating provided by not less than two (2) NRSROs; or
    b. Have retained an investment advisor registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience investing in the securities and obligations authorized by California Government Code Section 53601 and with assets under management in excess of $500 million.
    c. No more than 10% of the total portfolio may be invested in Mutual Funds.

(2) **Money Market Mutual Funds** registered with the Securities and Exchange Commission under the Investment Company Act of 1940 and issued by diversified management companies and meet either of the following criteria:
    a. Have attained the highest ranking or the highest letter and numerical rating provided by not less than two (2) NRSROs; or
    b. Have retained an investment advisor registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience managing money market mutual funds with assets under management in excess of $500 million.
    c. No more than 20% of the total portfolio may be invested in Money Market Mutual Funds.

All Money Market Mutual Funds must be compliant with Rule 2a-7 of the Investment Company Act of 1940.

- No more than 20% of the total portfolio may be invested in these securities.

TIME CERTIFICATES OF DEPOSIT: As authorized in Government Code Section 53630 and following, the District may invest moneys in non-negotiable, fixed-term Certificates of Deposit collateralized in accordance with the Government Code requirements. In order to secure such deposits, an institution shall maintain in the collateral pool securities having a market value of at least 10% in excess of the total amount deposited (50% in excess of the total amount of deposits secured by promissory notes secured by first mortgages and first trust deeds). The District is permitted to waive the first $250,000 of collateral security for such deposits if the institution is insured pursuant to federal law. There are no special portfolio limits on the amount or maturity for this investment vehicle. Time Certificates of Deposit may be purchased from banks, associations, federally insured credit unions, and federally insured industrial loan companies which meet the requirements set forth in the Government Code.

COLLATERALIZED BANK DEPOSITS. District's deposits with financial institutions will be collateralized with pledged securities per California Government Code, Section 53651. There are no limits on the dollar amount or percentage that the District may invest in collateralized bank deposits.

REPURCHASE AGREEMENTS collateralized with securities authorized under California Government Code, maintained at a level of at least 102% of the market value of the Repurchase Agreement. There are no limits on the dollar amount or percentage that the District may invest, provided that securities used as collateral for Repurchase Agreements will be delivered to an acceptable third party custodian. Repurchase Agreements are subject to a Master Repurchase Agreement between the District and the provider of the repurchase agreement. The Master Repurchase Agreement will be substantially in the form developed by the Securities Industry and Financial Markets Association (SIFMA). The maximum maturity does not exceed one (1) year.

ASSET-BACKED, MORTGAGE-BACKED, MORTGAGE PASS-THROUGH SECURITIES, AND COLLATERALIZED MORTGAGE OBLIGATIONS FROM ISSUERS NOT ISSUED BY THE U.S. GOVERNMENT AND ITS FEDERAL AGENCIES, provided that the securities are rated in a rating category of "AA" or its equivalent or better by a NRSRO. No more than 20% of the total portfolio may be invested in these securities. No more than 5% of the portfolio may be invested in any single Asset-Backed or Commercial Mortgage security issuer. The maximum legal final maturity does not exceed five (5) years.

SUPRANATIONALS, provided that issues are US dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank. The securities must be rated in a rating category of "AA" or its equivalent or better by a NRSRO. No more than 30% of the total portfolio may be invested in these securities. No more than 10% of the portfolio may be invested in any single issuer. The maximum maturity does not exceed five (5) years.

Local Agency Investment Fund (LAIF): As authorized by Government Code Section 16429.1, the District may invest in the Local Agency Investment Fund, a pooled investment money market fund established by the State of California and managed by the California State Treasurer's Office. The District is a current participant in this fund.

J. Prohibited Investments

The District shall not invest any moneys, pursuant to Government Code 53601.6 or pursuant to Article 2 (commencing with Section 53630), in inverse floaters, range notes, mortgage-derived, or interest-only strips that are derived from a pool of mortgages. In addition, the District shall not invest in any security that could result in zero interest accrual if held to maturity, except that, under a provision of state law sunsetting on January 1, 2026, securities backed by the U.S. Government that could result in a zero- or negative-interest accrual if held to maturity are permitted. Trading securities for the sole purpose of speculating on the future direction of interest rates is prohibited. Purchasing or selling securities on margin is prohibited. The use of reverse repurchase agreements, securities lending or any other form of borrowing or leverage is prohibited. The purchase of foreign currency denominated securities is prohibited.

K. Social Responsibility

Investment of funds should be guided by the following socially responsible investment goals when investing in corporate securities and depository institutions. Investments should be made in compliance with these goals to the extent that such investments achieve substantially

equivalent safety, liquidity and yield compared to investments permitted by California state law.

The District shall seek opportunities for investing in companies that have a positive impact on the environment and fair workplace practices. Investments are encouraged in entities that support equality of rights, regardless of sex, race, religion, age, disability or sexual orientation. No investment is to be made in a company that receives more than 51 percent of its gross revenues from the production or manufacture of fossil fuels, weapons manufacturing, cigarettes, alcohol or gaming products

L. Investment Pools

The Treasurer shall have a thorough understanding of the operational areas listed below for each pool and/or fund prior to investing, and on a continual basis.

- A description of eligible investment securities, and a written statement of investment policy and objectives.
- A description of interest calculations and how interest is distributed, and how gains and losses are treated.
- A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced and the program is audited.
- A description of who may invest in the program, how often, and the permissible size of deposit and withdrawal.
- A schedule for receiving statements and portfolio listings.
- Whether reserves, retained earnings, etc. are utilized by the pool/fund.
- A fee schedule, and when and how it is assessed.
- Whether the pool/fund is eligible for bond proceeds and/or whether it will accept such proceeds.

M. Collateral Requirements

Collateral is required for investments in certificates of deposit. In order to reduce market risk, the collateral level will be at least 102% of market value of principal and accrued interest.

The only securities acceptable as collateral shall be direct obligations which are fully guaranteed as to principal and interest by the United States Government or any agency or government sponsored enterprise of the United States.

Collateral must be held in the District's name by an independent third party with whom the District has a current custodial agreement. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the District.

N. Safekeeping and Custody

To protect against fraud or embezzlement or losses caused by collapse of an individual securities dealer, all securities owned by the District shall be held in safekeeping by a third party custodian, acting as agent for the District under the terms of a custody agreement executed by the Treasurer. All security transactions will settle delivery vs. payment (DVP) through the District's safekeeping agent. Securities purchased from brokers/dealers shall be held in third party safekeeping by the trust department of the District's main bank, or by another third party trustee designated by the Treasurer.

Securities held in custody for the District shall be independently audited annually to verify investment holdings.

O. Delivery

The purchase of an eligible security shall require delivery of the securities to the District, including those purchased for the District by financial advisors, consultants, or managers using the District's moneys, by book entry, physical delivery, or by third party custodial agreement. The transfer of securities to the counter party bank's customer book entry account may be used for book entry delivery. A counter party bank's trust department or separate safekeeping department may be used for the physical delivery of the security if it is held in the District's name.

P. Risk Management and Diversification

Mitigating Credit Risk in the Portfolio

Credit risk is the risk that a security or a portfolio will lose some or all its value due to a real or perceived change in the ability of the issuer to repay its debt. The District will mitigate credit risk by adopting the following strategies:

- The diversification requirements included in the "Authorized Investments" section of this policy are designed to mitigate credit risk in the portfolio.
- No more than 5% of the total portfolio may be deposited with or invested in securities issued by any single issuer with the exception of US Treasuries, Federal Agencies, LAIF, mutual funds, money market funds, or supranational securities, or unless otherwise specified in this policy.
- The District may elect to sell a security prior to its maturity and record a capital gain or loss in order to manage the quality, liquidity or yield of the portfolio in response to market conditions or District's risk preferences.
- If the credit ratings of any security owned by the District are downgraded to a level below the quality required by this investment policy, it will be the District's policy to review the credit situation and make a determination as to whether to sell or retain such securities in the portfolio.
    - If a security is downgraded, the Treasurer will use discretion in determining whether to sell or hold the security based on its current maturity, the economic outlook for the issuer, and other relevant factors.
    - If a decision is made to retain a downgraded security in the portfolio, its presence in the portfolio will be monitored and reported monthly to the District Board.

MITIGATING MARKET RISK IN THE PORTFOLIO

Market risk is the risk that the portfolio value will fluctuate due to changes in the general level of interest rates. The District recognizes that, over time, longer-term portfolios have the potential to achieve higher returns. On the other hand, longer-term portfolios have higher volatility of return. The District will mitigate market risk by providing adequate liquidity for short-term cash needs, and by making longer-term investments only with funds that are not needed for current cash flow purposes.

The District further recognizes that certain types of securities, including variable rate securities, securities with principal paydowns prior to maturity, and securities with embedded options, will affect the market risk profile of the portfolio differently in different interest rate environments. The Agency, therefore, adopts the following strategies to control and mitigate its exposure to market risk:

- The District will maintain a minimum of six months of budgeted operating expenditures in short term investments to provide sufficient liquidity for expected disbursements.
- The maximum stated final maturity of individual securities in the portfolio will be five (5) years, except as otherwise stated in this policy.

- The duration of the portfolio will generally be approximately equal to the duration (typically, plus or minus 20%) of a Market Benchmark, an index selected by the District based on the District's investment objectives, constraints and risk tolerances.

Q. Maximum Maturity

The District will attempt to match its investments with anticipated cash flow requirements whenever possible. Pursuant to California Government Code Section 53601, the District will not invest in any security with a final maturity of more than five years from the date of purchase, unless the Board of Trustees has granted express authority to make that investment at least three months before the investment is made.

R. Internal Control

Separation of functions between the receipt and transfer of funds is designed to provide an ongoing internal review to prevent the potential for converting assets or concealing transactions. Existing procedures require all wire transfers to be approved by the Finance Director/Treasurer or District Manager. Proper documentation obtained from confirmation and cash disbursement wire transfers is required for each investment transaction. Timely bank reconciliation is conducted to ensure proper handling of all transactions. The investment portfolio and all related transactions are reviewed and balanced to appropriate general ledger accounts by the Finance Department on a monthly basis. All employees involved in the investment of District moneys must be properly bonded. District shall receive confirmations from the financial institutions. All investment confirmations received from financial institutions shall be reviewed for accuracy and filed. The District investment accounting software package shall meet all legal reporting requirements. An independent confirmation by an external auditor shall be conducted annually to review internal control, account activity and compliance with policies and procedures.

S. Other Guidelines

1. **Pooled Cash**: Cash for all District enterprise funds are consolidated into one general bank account and one payroll account (except bond proceeds, retirement portfolios, and deferred compensation moneys) and invested on a pooled concept basis.
2. **Liquidity**: Liquidity refers to the ability to convert investment holdings to cash immediately with minimal loss of principal or accrued interest. This quality is important when the need for unexpected moneys suddenly occurs. The secondary duty of the Treasurer is to ensure that the liquidity needs of the District are met.
3. **Selling Securities Prior to Maturity**: It is the District's intent, at the time of purchase, to

hold all investments until maturity. However, investments may be sold prior to maturity for cash flow purposes or to take advantage of principal appreciation. Generally, losses are acceptable on a sale before maturity if the earnings from the reinvested proceeds will exceed the income that would have been generated by the old investment considering any capital loss or foregone interest on the original investment.

4. **Time Deposit Placement**: Time deposits (insured and collateralized certificates of deposit) are not placed with banks, credit unions and/or associations unless an office is maintained in the State of California.
5. **TCD Evaluation**: Time Certificates of Deposit (TCD) are evaluated in terms of FDIC coverage. For deposits in excess of the insured maximum of $250,000 approved levels of collateral at full market value are required, as prescribed in the California Government Code.
6. **Security Marketability**: The marketability (salability) of a security is considered at the time of purchase, as the security may have to be sold prior to maturity in order to meet unanticipated cash demands.
7. **Cash Flow Requirements Used to Establish Maturity**: Projected cash flow requirements and the overall weighted average maturity of the District's investment portfolio are the primary factors to be used in determining investment maturity terms.

T. Strategy

Strategy refers to the ability to manage the District's financial resources in the most advantageous manner.

1. **Economic Forecasts**: The Treasurer obtains economic forecasts periodically from investment professionals to assist with the formulation of an investment strategy for the District.

2. **Developing the Investment Plan**: The Treasurer should anticipate changes in interest rates, inflation, monetary and/or fiscal policy, and other economic indicators and evaluate their impact on the District's portfolio.

U. Performance Standards

The investment portfolio shall be designed to attain a market-average rate of return throughout budgetary and economic cycles, taking into account the District's risk constraints, the cash flow characteristics of the portfolio, and state and local laws, ordinances or resolutions that restrict investments.

The Treasurer shall monitor and evaluate the portfolio's performance relative to the chosen market benchmark(s), which will be included in the Treasurer's monthly report. The Treasurer shall select an appropriate, readily available index to use as a market benchmark.

V. Reporting

Monthly Report

Monthly transaction reports will be submitted by the Treasurer to the Board of Trustees in accordance with California Government Code Section 53607.

Annual Policy Approval

The Treasurer shall submit the investment policy annually to the Board, disclose the sources of market value information, confirm compliance with the guidelines or explain the differences, and affirm the agency's ability to meet its obligations over the next six months.

W. Investment Policy Adoption

The District's investment policy guidelines shall be adopted by resolution as modifications are required due to changing economic conditions and legislative changes affecting public agency investment practices.

GLOSSARY OF INVESTMENT TERMS

AGENCIES. Shorthand market terminology for any obligation issued by *a government-sponsored entity (GSE),* or a *federally related institution*. Most obligations of GSEs are not guaranteed by the full faith and credit of the US government. Examples are:

FFCB. The Federal Farm Credit Bank System provides credit and liquidity in the agricultural industry. FFCB issues discount notes and bonds.

FHLB. The Federal Home Loan Bank provides credit and liquidity in the housing market. FHLB issues discount notes and bonds.

FHLMC. Like FHLB, the Federal Home Loan Mortgage Corporation provides credit and liquidity in the housing market. FHLMC, also called "FreddieMac" issues discount notes, bonds and mortgage pass-through securities.

FNMA. Like FHLB and FreddieMac, the Federal National Mortgage Association was established to provide credit and liquidity in the housing market. FNMA, also known as "FannieMae," issues discount notes, bonds and mortgage pass-through securities.

GNMA. The Government National Mortgage Association, known as "GinnieMae," issues mortgage pass-through securities, which are guaranteed by the full faith and credit of the US Government.

PEFCO. The Private Export Funding Corporation assists exporters. Obligations of PEFCO are not guaranteed by the full faith and credit of the US government.

TVA. The Tennessee Valley Authority provides flood control and power and promotes development in portions of the Tennessee, Ohio, and Mississippi River valleys. TVA currently issues discount notes and bonds.

ASSET BACKED SECURITIES. Securities supported by pools of installment loans or leases or by pools of revolving lines of credit.

AVERAGE LIFE. In mortgage-related investments, including CMOs, the average time to expected receipt of principal payments, weighted by the amount of principal expected.

BANKER'S ACCEPTANCE. A money market instrument created to facilitate international trade transactions. It is highly liquid and safe because the risk of the trade transaction is transferred to the bank which "accepts" the obligation to pay the investor.

BENCHMARK. A comparison security or portfolio. A performance benchmark is a partial market index, which reflects the mix of securities allowed under a specific investment policy.

BROKER. A broker brings buyers and sellers together for a transaction for which the broker receives a commission. A broker does not sell securities from his own position.

CALLABLE. A callable security gives the issuer the option to call it from the investor prior to its maturity. The main cause of a call is a decline in interest rates. If interest rates decline, the issuer will likely call its current securities and reissue them at a lower rate of interest.

CERTIFICATE OF DEPOSIT (CD). A time deposit with a specific maturity evidenced by a certificate.

CERTIFICATE OF DEPOSIT ACCOUNT REGISTRY SYSTEM (CDARS). A private placement service that allows local agencies to purchase more than $250,000 in CDs from a single financial institution (must be a participating institution of CDARS) while still maintaining FDIC insurance coverage. CDARS is currently the only entity providing this service. CDARS facilitates the trading of deposits between the California institution and other participating institutions in amounts that are less than $250,000 each, so that FDIC coverage is maintained.

COLLATERAL. Securities or cash pledged by a borrower to secure repayment of a loan or repurchase agreement. Also, securities pledged by a financial institution to secure deposits of public monies.

COLLATERALIZED BANK DEPOSIT. A bank deposit that is collateralized at least 100% (principal plus interest to maturity). The deposit is collateralized using assets set aside by the issuer such as Treasury securities or other qualified collateral to secure the deposit in excess of the limit

covered by the Federal Deposit Insurance Corporation.

COLLATERALIZED MORTGAGE OBLIGATIONS (CMO). Classes of bonds that redistribute the cash flows of mortgage securities (and whole loans) to create securities that have different levels of prepayment risk, as compared to the underlying mortgage securities.

COLLATERALIZED TIME DEPOSIT. Time deposits that are collateralized at least 100% (principal plus interest to maturity). These instruments are collateralized using assets set aside by the issuer such as Treasury securities or other qualified collateral to secure the deposit in excess of the limit covered by the Federal Deposit Insurance Corporation.

COMMERCIAL PAPER. The short-term unsecured debt of corporations.

COUPON. The rate of return at which interest is paid on a bond.

CREDIT RISK. The risk that principal and/or interest on an investment will not be paid in a timely manner due to changes in the condition of the issuer.

DEALER. A dealer acts as a principal in security transactions, selling securities from and buying securities for his own position.

DEBENTURE. A bond secured only by the general credit of the issuer.

DELIVERY VS. PAYMENT (DVP). A securities industry procedure whereby payment for a security must be made at the time the security is delivered to the purchaser's agent.

DERIVATIVE. Any security that has principal and/or interest payments which are subject to uncertainty (but not for reasons of default or credit risk) as to timing and/or amount, or any security which represents a component of another security which has been separated from other components ("Stripped" coupons and principal). A derivative is also defined as a financial instrument the value of which is totally or partially derived from the value of another instrument, interest rate, or index.

DISCOUNT. The difference between the par value of a bond and the cost of the bond, when the cost is below par. Some short-term securities, such as T-bills and banker's acceptances, are known as discount securities. They sell at a discount from par and return the par value to the investor at maturity without additional interest. Other securities, which have fixed coupons, trade at a discount when the coupon rate is lower than the current market rate for securities of that maturity and/or quality.

DIVERSIFICATION. Dividing investment funds among a variety of investments to avoid excessive exposure to any one source of risk.

DURATION. The weighted average time to maturity of a bond where the weights are the present values of the future cash flows. Duration measures the price sensitivity of a security to changes interest rates.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC). The Federal Deposit Insurance Corporation (FDIC) is an independent federal agency insuring deposits in U.S. banks and thrifts in the event of bank failures. The FDIC was created in 1933 to maintain public confidence and encourage stability in the financial system through the promotion of sound banking practices.

FEDERALLY INSURED TIME DEPOSIT. A time deposit is an interest-bearing bank deposit account that has a specified date of maturity, such as a certificate of deposit (CD). These deposits are limited to funds insured in accordance with FDIC insurance deposit limits.

LEVERAGE. Borrowing funds in order to invest in securities that have the potential to pay earnings at a rate higher than the cost of borrowing.

LIQUIDITY. The speed and ease with which an asset can be converted to cash.

LOCAL AGENCY INVESTMENT FUND (LAIF). A voluntary investment fund open to government entities and certain non-profit organizations in California that is managed by the State Treasurer's Office.

LOCAL GOVERNMENT INVESTMENT POOL. Investment pools that range from the State Treasurer's Office Local Agency Investment Fund (LAIF) to county pools, to Joint Powers Authorities (JPAs). These funds are not subject to the same SEC rules applicable to money market mutual funds.

MAKE WHOLE CALL. A type of call provision on a bond that allows the issuer to pay off the remaining debt early. Unlike a call option, with a make whole call provision, the issuer makes a lump sum payment that equals the net present value (NPV) of future coupon payments that will not be paid because of the call. With this type of call, an investor is compensated, or "made whole."

MARGIN. The difference between the market value of a security and the loan a broker makes using that security as collateral.

MARKET RISK. The risk that the value of securities will fluctuate with changes in overall market conditions or interest rates.

MARKET VALUE. The price at which a security can be traded.

MATURITY. The final date upon which the principal of a security becomes due and payable.

MEDIUM TERM NOTES. Unsecured, investment-grade senior debt securities of major corporations which are sold in relatively small amounts on either a continuous or an intermittent basis. MTNs are highly flexible debt instruments that can be structured to respond to market opportunities or to investor preferences.

MODIFIED DURATION. The percent change in price for a 100-basis point change in yields. Modified duration is the best single measure of a portfolio's or security's exposure to market risk.

MONEY MARKET. The market in which short-term debt instruments (T-bills, discount notes, commercial paper, and banker's acceptances) are issued and traded.

MONEY MARKET MUTUAL FUND. A mutual fund that invests exclusively in short-term securities. Examples of investments in money market funds are certificates of deposit and U.S. Treasury securities. Money market funds attempt to keep their net asset values at $1 per share.

MORTGAGE PASS-THROUGH SECURITIES. A securitized participation in the interest and principal cash flows from a specified pool of mortgages. Principal and interest payments made on the mortgages are passed through to the holder of the security.

MUNICIPAL SECURITIES. Securities issued by state and local agencies to finance capital and operating expenses.

MUTUAL FUND. An entity which pools the funds of investors and invests those funds in a set of securities which is specifically defined in the fund's prospectus. Mutual funds can be invested in various types of domestic and/or international stocks, bonds, and money market instruments, as set forth in the individual fund's prospectus. For most large, institutional investors, the costs associated with investing in mutual funds are higher than the investor can obtain through an individually managed portfolio.

NATIONALLY RECOGNIZED STATISTICAL RATING ORGANIZATION (NRSRO). A credit rating agency that the Securities and Exchange Commission in the United States uses for regulatory purposes. Credit rating agencies provide assessments of an investment's risk. The issuers of investments, especially debt securities, pay credit rating agencies to provide them with ratings. The three most prominent NRSROs are Fitch, S&P, and Moody's.

NEGOTIABLE CERTIFICATE OF DEPOSIT (CD). A short-term debt instrument that pays interest and is issued by a bank, savings or federal association, state or federal credit union, or state-licensed branch of a foreign bank. Negotiable CDs are traded in a secondary market.

PRIMARY DEALER. A financial institution (1) that is a trading counterparty with the Federal Reserve in its execution of market operations to carry out U.S. monetary policy, and (2) that participates for statistical reporting purposes in compiling data on activity in the U.S. Government securities market.

PRUDENT PERSON (PRUDENT INVESTOR) RULE. A standard of responsibility which applies to fiduciaries. In California, the rule is stated as "Investments shall be managed with the care, skill, prudence and diligence, under the circumstances then prevailing, that a prudent person, acting in a like capacity and familiar with such matters, would use in the conduct of

an enterprise of like character and with like aims to accomplish similar purposes."

REPURCHASE AGREEMENT. Short-term purchases of securities with a simultaneous agreement to sell the securities back at a higher price. From the seller's point of view, the same transaction is a reverse repurchase agreement.

SAFEKEEPING. A service to bank customers whereby securities are held by the bank in the customer's name.

SECURITIES AND EXCHANGE COMMISSION (SEC). The U.S. Securities and Exchange Commission (SEC) is an independent federal government agency responsible for protecting investors, maintaining fair and orderly functioning of securities markets and facilitating capital formation. It was created by Congress in 1934 as the first federal regulator of securities markets. The SEC promotes full public disclosure, protects investors against fraudulent and manipulative practices in the market, and monitors corporate takeover actions in the United States.

SECURITIES AND EXCHANGE COMMISSION SEC) RULE 15C3-1. An SEC rule setting capital requirements for brokers and dealers. Under Rule 15c3-1, a broker or dealer must have sufficient liquidity in order to cover the most pressing obligations. This is defined as having a certain amount of liquidity as a percentage of the broker/dealer's total obligations. If the percentage falls below a certain point, the broker or dealer may not be allowed to take on new clients and may have restrictions placed on dealings with current client.

STRUCTURED NOTE. A complex, fixed income instrument, which pays interest, based on a formula tied to other interest rates, commodities or indices. Examples include inverse floating rate notes which have coupons that increase when other interest rates are falling, and which fall when other interest rates are rising, and "dual index floaters," which pay interest based on the relationship between two other interest rates - for example, the yield on the ten-year Treasury note minus the Libor rate. Issuers of such notes lock in a reduced cost of borrowing by purchasing interest rate swap agreements.

SUPRANATIONAL. A Supranational is a multi-national organization whereby member states transcend national boundaries or interests to share in the decision making to promote economic development in the member countries.

TOTAL RATE OF RETURN. A measure of a portfolio's performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending value; it includes interest earnings, realized and unrealized gains, and losses in the portfolio.

U.S. TREASURY OBLIGATIONS. Securities issued by the U.S. Treasury and backed by the full faith and credit of the United States. Treasuries are considered to have no credit risk and are the benchmark for interest rates on all other securities in the US and overseas. The Treasury issues both discounted securities and fixed coupon notes and bonds.

TREASURY BILLS. All securities issued with initial maturities of one year or less are issued as discounted instruments and are called Treasury bills. The Treasury currently issues three- and six-month T-bills at regular weekly auctions. It also issues "cash management" bills as needed to smooth out cash flows.

TREASURY NOTES. All securities issued with initial maturities of two to ten years are called Treasury notes and pay interest semi-annually.

TREASURY BONDS. All securities issued with initial maturities greater than ten years are called Treasury bonds. Like Treasury notes, they pay interest semi-annually.

YIELD TO MATURITY. The annualized internal rate of return on an investment which equates the expected cash flows from the investment to its cost.

Vallejo FLOOD & WASTEWATER DISTRICT

Return to Agenda

District Manager
Melissa Morton

June 13, 2023

BOARD COMMUNICATION

Consent Item 5D

TO: THE HONORABLE PRESIDENT AND BOARD OF TRUSTEES

FROM: MELISSA MORTON, DISTRICT MANAGER
ALEXANDRIA BELL, DIRECTOR OF HUMAN RESOURCES & SAFETY/RISK MANAGEMENT

SUBJECT: AUTHORIZE THE DISTRICT MANAGER TO INCREASE FY 22-23 SECURITY CONTRACT WITH SVT GRUPPE, INC.

BACKGROUND AND DISCUSSION

VFWD retained SVT Gruppe, Inc. to provide ongoing security services at the physical plant located at 450 Ryder Street and surrounding pump stations, where all 97 employees are located. Security concerns have increased over the past six (6) months and resources from Vallejo Police Department (VPD) is limited. Security events have arisen that include personnel concerns, break-ins and theft/vandalism.

Due to a specific personnel issue that included a credible threat of bodily harm against an employee, VFWD had to increase security presence on the plant site to include armed security guards. This action increased the costs and fees of services by approximately $49,000 per month for approximately 2.5 months.

VFWD's current contract with SVT Gruppe, Inc. is limited to $120,000, which is not sufficient to pay the May/June invoices. There is $21,140 left on the contract for FY 22-23, and the not-to-exceed amount must by increased by $127,000 to cover these additional costs. This increase will put the total contract amount above the threshold of $200,000, which would require board approval. The contract services are currently provided on a month-to-month basis, and a new request for proposal (RFP) will be issued in June 2023 for security services for FY 2023-24.

SECURITY EVENTS - 12 MONTH SUMMARY

Security Event Type	Date of Event	Details
Plant Break In	April-23	Tresspassing, threatening behavior
Personnel	February-23	Credible threat
Plant Break In	December-22	Fence cut, property damage
Vandalism	December-22	Contractor report of vandalism on project site
Plant Break In	November-22	Fence cut, property damage
Pump Station Break In	November-22	Lock cut, theft at Missouri Sanitary
Pump Station Break In	October-22	Fence cut, theft at Sear Point
Plant Break In	September-22	Fence cut, scrap wiring stolen from west side of plant near waste containers
Attempted Theft	June-22	attempted theft of Ops bicycle at RV dump station
Arrest	June-22	Solano Co. Sheriff arrest at homeless encampment on Midway St. - plant personnel and equipment not affected, but estimate $60,000 of stolen property found right outside our fence line
Pump Station Break In	April-22	Multiple fence cuts, property damage, and diesel theft at Missouri Storm
Plant Break In	February-22	Multiple fence cuts and catalytic converter theft at electrical parking lot. Janitor interrupts intruder unknowingly while onsite

RECOMMENDATION

Authorize the District Manager to increase the current-year security contract with SVT to amend the “not to exceed” amount from $120,000 to $247,000 for FY 22-23 only.

ALTERNATIVES CONSIDERED

There is no alternative. SVT has already billed VFWD $49,000 for services already performed. VFWD cannot avoid paying the invoice for services already performed, therefore the contract needs to be expanded.

ENVIRONMENTAL REVIEW

This is not a project under CEQA and no environmental review is required.

FISCAL IMPACT

There will be a fiscal impact of an additional $127,000 in Security expenditures for FY22-23. No additional budget authority is required, as the increase will be paid for with savings in other areas.

PROPOSED ACTION

Authorize the District Manager to increase the security contract with SVT for FY 22-23. The increase will amend the “not to exceed” amount from $120,000 to $247,000 for FY 22-23.

DOCUMENTS ATTACHED

A. Current Contract with SVT
B. Invoice from SVT

CONTACT PERSON

Alexandria Bell, Human Resources Director (707) 652-7805

P.O. No. 16061 Agr. No. 2210

AGREEMENT TO PROVIDE ON CALL EMERGENCY RESPONSE AND SECURITY SERVICES BETWEEN VALLEJO FLOOD AND WASTEWATER DISTRICT

AND

SVT GRUPPE, INC.

This Agreement is entered into this December 20, 2021, by and between Vallejo Flood and Wastewater District, a California Special District, 450 Ryder Street, Vallejo, CA, hereinafter called "District," and **SVT Gruppe, Inc.**, a California corporation, hereinafter called "Provider."

District will from time to time have need for Emergency Response Security and Dedicated Security Services and has selected Provider to provide such services.

IT IS AGREED BY THE PARTIES AS FOLLOWS:

ARTICLE 1. - SCOPE OF WORK AND CHANGES

1.1 Provider shall provide emergency response security services and dedicated security services as described in Exhibit "A" attached hereto and incorporated herein by this reference, according to the terms of this Agreement and subject to the satisfaction of the District. Provider will perform the services on an on-call basis, when services are requested by District by way of a written or phone request. The Scope of Work includes on-call services and dedicated patrol services.

1.2 District shall have the right to obtain the same or similar services from other providers or its own personnel, without compensation to Provider. District's use and/or selection of other providers or its own personnel to provide such services is within its sole

discretion and said use and/or selection shall not be considered a breach or termination of this Agreement by District.

1.3 District's continued use of another service provider which had been engaged prior to its Agreement for work continuing into the period covered by this Agreement shall not be a breach of the terms of this Agreement; however, District may, in its sole discretion, request and direct Provider to provide additional services related to such work.

1.4 Provider agrees to provide all labor, materials, tools, equipment, transportation, services and other items necessary to complete the work as requested by District. District agrees that at all times, Provider is an independent contractor and the District shall not be considered an employer of the Provider.

1.5 District, without invalidating this Agreement, may order changes in the work within the general scope of this Agreement consisting of additions, deletions and other revisions, and the Provider's compensation and times for performance shall be adjusted accordingly.

1.5.1 All such changes shall be authorized in writing by District, and shall be undertaken by Provider only upon direction in writing from District and after such changes and the charges or credits therefor, or the method of calculating such charges or credits, have been approved by the District and a letter thereof signed by District and Provider.

1.5.2 The cost or credit to District resulting from changes in the work shall be determined by mutual agreement in writing.

ARTICLE 2. - REVIEW AND INVESTIGATION BY PROVIDER

2.1 Provider has reviewed the work to be provided under this Agreement and has made its own investigation of the work and the physical characteristics of the work site. Provider has determined that it has sufficient information to enter into this Agreement and to perform the work. Provider agrees and acknowledges that District has made no representations or warranties concerning the work to be provided and that Provider has relied solely upon its own review and investigation in entering into this Agreement.

ARTICLE 3. - CONTRACT TERM AND EXTENSION

3.1 The term of this contract shall begin December 20, 2021 and end June 30, 2023. Provider will, upon request of the District,diligently perform the services. Provider shall not commence performance of services hereunder until services are requested by District by way of a written or phone request. Any actions taken before such notice are at Provider's sole risk.

3.2 This Agreement may be extended for one additional two-year period, at the sole option and discretion of the District, on the same terms and conditions, except that the compensation to Provider may be subject to adjustment as set forth in Article 4, Compensation.

3.3 Should District wish to extend the term of this Agreement pursuant to section 3.2, District may provide written notice of the extension 90 days prior to expiration of the initial term.

3.4 This Agreement may also be extended, at the sole option and discretion of the District, on the same terms and conditions of this Agreement, to allow Provider additional time to complete performance of services. This extension may occur either

during the initial term of the Agreement or the extended term of the Agreement, extended pursuant to section 3.3.

3.5 Should District wish to extend the term of this Agreement pursuant to section 3.4, District may provide written notice of the extension prior to expiration of the initial term or the extended term. The written notice shall identify the period of extension necessary to complete the performance of services and all provisions of this Agreement shall apply during that extended period.

ARTICLE 4. - COMPENSATION

4.1 Compensation for work hereunder shall be based on the hourly rates of Provider's personnel and the actual hours required, plus fixed response costs of $89 per response and monitoring and reporting fees of $150 per month. Billing rates and conditions shall be as set forth in Exhibit "A" attached hereto and hereinafter incorporated by reference.

4.2. Notwithstanding anything in this Agreement to the contrary, in no case shall the total compensation paid to Provider exceed the total sum of $120,000 per fiscal year under this Agreement without the prior written authorization of District.

4.3 Payment shall not serve to waive any warranty on the work or on any parts or materials furnished or installed by Provider, or to waive any claim by District based on deficient or defective work or materials.

4.4 For compensation based on the hourly rates of Provider's personnel , compensation may be adjusted annually if proposed by the Provider and approved by the District.

ARTICLE 5. - COMPLIANCE WITH LAWS

Provider shall have full and exclusive responsibility for compliance with all federal, state and local requirements pertinent to its employees, methods and procedures in connection with the work under this Agreement. Provider shall submit to District a completed Internal Revenue Service, Department of the Treasury form W-9 (Request for Taxpayer Identification Number and Certification) before commencing work under this Agreement.

ARTICLE 6. - ASSIGNMENT

This Agreement shall not be assigned by either party, nor may Provider subcontract any portion of the work under this Agreement, without first obtaining the written consent of the other party.

ARTICLE 7. - TERMINATION AND COMPENSATION UPON TERMINATION

7.1 Unless earlier terminated as provided below, this Agreement shall terminate on the date set forth in Article 3, or at such other date as Provider completes, to the satisfaction of the District, all tasks that Provider had undertaken pursuant to this Agreement before the termination date set forth in Article 3.

7.2 This Agreement may be terminated by either party at any time for any reason by giving at least ten (10) days' notice in writing. In such case, Provider shall be paid for services satisfactorily rendered and reasonable costs incurred prior to the notice of termination.

7.3 Either party may terminate this Agreement in the event of default by the other party to fulfill its obligations hereunder; provided, however, that the party alleged to be in default shall be given fifteen (15) days to cure the default. If the default is not cured

within the fifteen (15) days, the Agreement may then be terminated by the non-defaulting party by providing written notice of the termination.

7.4 Upon termination of this Agreement, the insurance and indemnity obligations of Provider as described in Articles 11 (Indemnity) and 12 (Insurance) hereof, as well as the terms of any warranties given by Provider, and the provisions of Articles 8 (Claims) hereof, shall continue in full force and effect.

7.5 Upon termination, Provider shall, without delay, deliver to District all documents and materials prepared or obtained in the performance of this Agreement.

ARTICLE 8. - CLAIMS

In the event the parties are unable to informally resolve a dispute arising under this Agreement through good faith negotiations, the parties may submit the matter to mediation with a mutually agreeable mediator. Any costs of the mediation shall be shared equally by the parties.

ARTICLE 9. - INTEGRATION

This Agreement and the attachments hereto represent the entire understanding between District and Provider as to those matters contained herein. No prior or contemporaneous oral or written statement or understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in a writing signed by both District and Provider. In case of inconsistency between this Agreement and the attachments hereto, the terms of this Agreement shall govern. Without limiting the generality of the foregoing, no limitation of liability provision contained in the attachments or exhibits hereto shall be valid or binding, unless it is separately signed or initialed by both District and Provider.

ARTICLE 10. - PROJECT MANAGER

Provider designates **Antonette A. Ginochio,** who shall be responsible for the performance of the work and for all matters relating to this Agreement. Provider shall not replace the aforesaid individual(s) without the prior written approval of District, provided such approval shall not be withheld unreasonably and provided the person(s) originally designated by Provider remain(s) in the active employ of Provider.

ARTICLE 11. - INDEMNITY

11.1 To the fullest extent permitted by law, Provider shall, at its own expense, indemnify, protect, defend (by counsel reasonably satisfactory to the District) and hold harmless District and any and all of its directors, officers, officials, employees, agents and volunteers ("indemnified parties") from and against any and all liability (including liability for claims, demands, damages, obligations, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, including attorneys' fees and costs, court costs, interest, defense costs and expert witness fees) of any nature ("liability") whether actual, alleged or threatened, which arise out of, pertain to, or relate to the performance or failure to comply with this Agreement, regardless of any fault or alleged fault of the indemnified parties.

11.2 The only exception to the Provider's obligation to indemnify, protect, defend and hold harmless, as set forth in Section 11.1, shall be when the liability is due to the gross negligence or willful misconduct of the District or its trustees, directors, officers, agents and employees.

11.3 The obligations contained in this Article shall survive the termination of this Agreement and shall not be limited in any way by the requirements relating to insurance as described in Article 12.

ARTICLE 12. - INSURANCE REQUIREMENTS FOR PROVIDER

12.1 Provider shall procure, provide and maintain at all times during the performance of the Agreement and for the period after performance as stated herein, the insurance listed in Exhibit "B", attached hereto and incorporated by reference, through insurers licensed to do business in the State of California and with a Best's rating of no less than A:VII.

12.2 Provider shall include all approved subcontractors as insureds under its policies or shall furnish separate evidence of coverage and endorsements for each subcontractor. All coverages for approved subcontractors shall be subject to all of the requirements set forth in Exhibit "B".

ARTICLE 13. - PREVAILING WAGES

13.1 [Reserved.]

ARTICLE 14. - NOTICES

Any notices required by this Agreement or arising hereunder shall be in writing and shall be personally served on an officer or managing employee of the other party, or via e-mail, or sent by certified mail, return receipt requested, to the following addresses, or such other addresses as the respective parties may hereafter designate in writing:

To the District:

Melissa Morton
District Manager
Vallejo Flood and
Wastewater District
450 Ryder Street
Vallejo, CA 94590

To the Provider:

Antonette A. Ginochio
Vice President-CMO
SVT Gruppe, Inc.
PO Box 270
Napa, CA 94559

Notices sent by certified mail shall be considered served three days after they are postmarked. Notices sent by e-mail shall be considered sent upon delivery if a confirmation of delivery is received by the sender.

ARTICLE 15. - BINDING ON SUCCESSORS

This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns.

ARTICLE 16. - WARRANTY OF AUTHORITY

Each person signing this Agreement on behalf of a party to this Agreement warrants that he or she has full authority to execute this Agreement on behalf of such party and to bind the party to all the terms contained herein, and agrees that he or she shall defend, indemnify and hold all other parties to this Agreement harmless from any liability, costs and expenses incurred if this warranty is not true or if he or she does not have the authority.

ARTICLE 17. - CONFIDENTIAL INFORMATION

Provider acknowledges that information transmitted by the District, constitutes confidential information. Provider agrees to receive and maintain the confidential information in confidence. Provider will not use the confidential information for its own benefit or disclose it or otherwise make it available to third parties. Provider will take

reasonable steps to ensure that its subcontractors, employees, representatives and agents comply with this provision.

ARTICLE 18. - SIGNATURES

This Agreement may be signed in counterparts, all of which together shall be considered one and the same Agreement. Signatures transmitted by facsimile or e-mail shall be valid and binding, however, either party shall, upon request, promptly provide an original signature as well.

ARTICLE 19. - SEVERABILITY

If any part of this Agreement is determined to be unconstitutional, invalid or beyond the authority of either party, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement can be interpreted to give effect to the intentions of the parties.

ARTICLE 20. - WAIVER

No failure on the part of either Party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder. A waiver by either District or Provider of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other further breach.

ARTICLE 21. - GOVERNING LAW/VENUE

This Agreement shall be governed by the law of the State of California and venue shall be proper in Solano County Superior Court.

ARTICLE 22. - INTERPRETATION

In the event this Agreement is ever construed in any dispute between the parties, it and each of its provisions shall be construed without regard to the party or parties responsible for its preparation and shall be deemed to have been prepared jointly by the parties. The rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement. Headings of sections shall be solely for convenience and shall not affect the meaning construction or effect.

VALLEJO FLOOD AND WASTEWATER DISTRICT

BY: _____
Melissa Morton, District Manager

Date: 3/29/2022

SVT GRUPPE, INC.

BY: _____ *
Antonette A. Ginochio, VP-CMO

BY: _____
(Name), (Title)
Zakary D. Morgan, Director of Finance

Date: 3/24/22

**Corporations-signature of two (2) officers required or one (1) officer plus corporate seal; Partnership-signature of a partner required; Sole Proprietorship-signature of proprietor required; LLC- authorized signatory as identified in Articles of Organization or Operating Agreement.*

ATTEST: _____
MJ Brown, Clerk of the Board

SVT GRUPPE INC

SERVICE AGREEMENT

(Please complete, initial and sign all highlighted areas)

This agreement ("Agreement") by and between SVT Gruppe, Inc., a California Corporation d.b.a. SVT Protective Services | Secure VIP Transport ("*SVT*"), a duly licensed Motor Carrier (MC 943081) | US Department of Transportation (USDOT 2923993) | Transportation Carrier (TCP 0033755) | Private Investigator (PI 28721) | Private Patrol Operator (PPO 17833) | Federal Identification Number 47-0993535, whose Business address is: SVT Gruppe, Inc. | PO Box 270 | Napa, California 94559-0270, and:

Client Name:	Vallejo Flood & Wastewater District					
Contact(s):	Frank Silveira/Johnson Ho					
Address:	450 Ryder CA 94559					
City:	Vallejo	**State:**	CA	**Zip:**	94590	
Phone:	707.652.7818	**Fax:**	707.333.9367	**Email:**	fsilveira@vallejowastewater.org	

(hereinafter referred to as "*CLIENT*"). *SVT* and *CLIENT* shall hereinafter collectively be referred to as "the parties", and agree to the terms and conditions set forth in this Agreement and in any Addendum(s), Attachment(s), Exhibit(s) and/or Post Orders attached hereto, as follows:

1. **SERVICES**

(a) *SVT* and *CLIENT* hereby agree that *SVT* shall furnish the number of specified security personnel and/or patrol services at the location(s), and on the day(s) and time(s) specified in Exhibit "A" attached hereto.

(b) The location(s), day(s) and time(s) listed in Exhibit "A" may not be altered by *CLIENT*, unless mutually agreed upon in writing and signed by the parties. *CLIENT* acknowledges that *CLIENT* alone has chosen the number of security personnel and type of services to be provided under the Agreement; that *SVT* has informed *CLIENT* that additional security personnel and services are available at an additional cost; and that *CLIENT* has elected not to avail itself of additional security personnel or services.

(c) Services shall be provided in accordance with written orders (hereinafter referred to as the "Post Orders") that are mutually agreed upon between the parties. Notwithstanding such Post Orders, *SVT*'s primary responsibility in providing services under this Agreement shall be to observe and report to *CLIENT*. Should any conflict arise between the terms of any other document and this Agreement, this Agreement shall control.

(d) Services shall begin and end in the following time period ("Initial Term"):

From: January 1, 2022 **To:** December 31, 2022

(e) At the conclusion of the Initial Term, this Agreement shall automatically renew on a MONTH to MONTH basis subject to the parties' termination rights under this Agreement, with revised rate changes as delineated under this Agreement.

(f) All services provided by *SVT* shall be deemed satisfactory unless written Notice (as defined below) is received by *SVT* within ten (10) days from the date of performance of such services.

(g) *CLIENT* agrees to pay, in addition to the service rates, any false alarm assessments, taxes, fees or charges that are imposed by any governmental body, relating to any service(s) provided under this Agreement.

(h) In the event that a representative of *SVT* is sent to the premises of *CLIENT* in response to a service call or alarm signal caused by *CLIENT* improperly following operation instructions or failing to close or properly secure a window, door or other protected point, *CLIENT* shall pay to *SVT* a Security Response charge in the amount specified in this Agreement.

2. **PAYMENTS**

(a) Invoices are due and payable upon receipt and become delinquent 15 days after receipt.

(b) *SVT* shall invoice *CLIENT* monthly for services rendered.

(c) *CLIENT* agrees to pay all invoices in the full amount without offset of any kind or nature unless there is a good faith dispute concerning the rate or quantity of charges in which event *CLIENT* agrees to pay the undisputed amount and to notify *SVT* as to reason for the dispute and the value thereof.

(d) *SVT* accepts payment in United States Dollars by cash, check, wire transfer, credit card, EFT or ACH (Payments made by any method other than Cash or Check will be charged additional payment processing fees, up to a 3.5% processing fee, on the total amount paid by these other payment methods).

(e) Should *CLIENT* not make payment in full within the time stated in subparagraph 2(a) above, then *CLIENT* shall pay *SVT* a late charge of one and one-half percent (1.5%) per month (minimum late charge of $5.00) on such overdue amount, including prior late charges, until paid in full. Late charges will not be applied to unpaid amounts that are disputed in good faith.

(f) It is further agreed that if payment is not made as herein described, *CLIENT* shall be liable to *SVT* for all reasonable attorneys' fees and costs *SVT* incurs to effect collection of any invoice unpaid in whole or in part.

3. SERVICE RATES

(a) For services hereinafter contracted, *CLIENT* shall pay *SVT* as follows:

1)	$2700	per	MONTH	for Services	SECURITY PATROL SERVICE		
2)		per		for Services			
3)		per		for Services			
4)		per		for Services			
5)		per		for Services			
6)		per		for Services			
7)		per		for Services			
8)	$89	per	HOUR	for Security Response Services and	$89	per Response	

(b) *CLIENT* shall pay $89 per HOUR per EMPLOYEE **EXCESS HOURLY PAY RATE** for any hours exceeding 8 hours per shift when *CLIENT* specifies shifts exceeding 8 hours per shift i.e. *CLIENT* specifies shifts of 12 hours per shift would result in 4 hours of **EXCESS HOURLY PAY RATE** per shift.

(c) *CLIENT* shall pay $89 per HOUR per EMPLOYEE for any additional services or overtime (subject to *SVT* staffing levels) requested by and authorized by *CLIENT*. Such requests may result from, though not limited to, situations arising from emergencies or special assignments under which *SVT* must provide additional services not directly specified in this Agreement.

(d) *CLIENT* shall pay $89 per HOUR per EMPLOYEE for hourly rate services provided on the following six (6) holidays: New Years' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

(e) Should there be a labor strike/disturbance, civil unrest/disorders, or other emergency situation, including but not limited to, widespread concerns affecting public health and/or government restrictions issued to the public that create a working environment for security personnel that is more hazardous than reasonably anticipated under this Agreement *or* any event or occurrence that creates an unanticipated scarcity of security personnel to provide services under this Agreement, shall be cause for the parties to negotiate in good faith a temporary billing rate for such coverage.

(f) The initial billing rates for services shall be as specified below and will remain in effect for the Initial Term, subject to any adjustment for any change in federal, state or municipal law, regulation, administrative ruling or collective bargaining agreement, requiring any change in work hours, wage rates, working conditions or other imposed costs to *SVT* in performance of services under this Agreement that are beyond the control of *SVT*, whether by enactment of an ordinance or statute, or by court decision, and that have an adverse effect on the operating costs of *SVT*. In such instance(s) that may trigger any adjustment, *SVT* may, upon thirty (30) days written Notice to *CLIENT* unilaterally adjust the rates for the services provided for in this Agreement. *CLIENT* agrees to pay for such adjusted billing rates that will reimburse *SVT* for its added costs.

(g) On or before the expiration of the Initial Term of this Agreement and on or before each anniversary of the effective date of this Agreement, the parties agree to reopen negotiations in good faith for the purpose of considering revised billing rates. This rate adjustment excludes any additional rate adjustment that may apply pursuant to subsection 3(f) above within this Agreement. Nonetheless, service rates and quantity of service may be amended at any time upon the mutual agreement in writing by authorized agents of *SVT* and *CLIENT* without otherwise affecting any understandings contained in this Agreement. In the absence of re-negotiated rates between *SVT* and *CLIENT,* on or before the expiration of the Initial Term of this Agreement and on or before each anniversary of the effective date of this Agreement, *CLIENT* hereby agrees to a rate increase of three percent (3%) from the prior rate. This rate increase shall apply to all rate types and excludes any additional rate adjustment that may apply pursuant to subsection 3(f) above within this Agreement.

(h) *SVT* shall be compensated for all time including preparation, travel to/from, and actual time spent in any court of law, judicial, quasi-judicial or other proceeding, mediation, deposition, arbitration to which *SVT* is subpoenaed or agrees to appear, arising out of, or relating to, this Agreement at the rate of: $159.00 per hour, for officer, director or manager and regular rate for all other employees in addition to reasonable costs, mileage and expenses incurred.

4. FORCE MAJEURE

The obligations of *SVT* hereunder may be interrupted, suspended, or terminated during any period where performance is prevented by acts of God, civil or labor disturbances, mitigating factors, or events beyond *SVT*'s reasonable economic control, including but not limited to, widespread concerns affecting public health, governmental restrictions that affect *SVT*'s ability to perform services under this Agreement, pandemic, quarantine, presence of any contagious disease/infection on or around any area/location where *SVT*'s employees or agents are carrying out services under this Agreement, flood, fire, windstorm, governmental embargo, strike, riot, active shooter incident, war or other military action, civil disorder, acts of terrorism, rebellion, looting, revolution, sabotage, governmental seizure, existence of any unreasonably unsafe or hazardous

condition existing at or around any area/location where *SVT*'s employees or agents are carrying out services under this Agreement, or any matter of force majeure that is beyond *SVT*'s reasonable control that may either create interruptions in service or prevent *SVT* from continuing to provide its services. This provision does not preclude the parties from negotiating in good faith a temporary billing rate for modified services to be provided by *SVT*.

5. INDEPENDENT CONTRACTOR/EMPLOYER

(a) *SVT* agrees to perform the services described in this Agreement as an independent contractor and not as an employee, agent, or associate of *CLIENT*.
(b) All personnel shall be employees of *SVT* or subcontractors to *SVT* and shall not be deemed to be employees of *CLIENT*.
(c) *SVT* shall hire all personnel and shall be responsible for payment of wages, appropriate expenses, and customary taxes and insurance.
(d) All personnel shall be under the direction and control of *SVT*. *SVT* shall have the right to assign such personnel as it sees fit. *SVT* may change personnel at its sole and absolute discretion. Upon reasonable request by *CLIENT*, *SVT* shall reassign its employees as long as such request does not violate any applicable state or federal law as solely determined by *SVT*.
(e) *SVT* shall provide its personnel with all necessary uniforms, badges and equipment. Non-standard uniforms or equipment required by *CLIENT* will be provided as agreed upon and at a cost as mutually agreed upon in writing.

6. NON-SOLICITATION

Except as otherwise required under *Labor Code* section 1060, et seq. (The "Displaced Property Service Employee Opportunity Act"), *CLIENT* agrees not to directly or indirectly employ, accept applications from, or solicit or call upon any person who is an employee of *SVT* for the purpose of, or with the intent of, enticing such employee away from or out of the employ of *SVT*, on *CLIENT*'s own behalf or on behalf of any competitor of *SVT*, either during the entire term (Initial Term and any additional/extended term) of this Agreement or within one (1) year thereafter. In the event of breach by *CLIENT* of this Section the parties agree that damages that may result for violation of this Section are difficult to ascertain, and accordingly, *CLIENT* agrees to pay the total sum of Five-Thousand Dollars ($5,000.00) to *SVT* for each and every individual employee violation of this Section as liquidated damages, not as a penalty and that such amount is reasonable under the circumstances at the time this agreement was entered into. The liquidated damages received by *SVT* pursuant to this Section are in addition to any other rights or remedies *SVT* has under this Agreement. *CLIENT*'s defense and indemnity obligations under this Agreement shall specifically include any violations of this Section.

7. CONFIDENTIALITY AND NON-DISCLOSURE

(a) The parties shall not provide copies of this Agreement, or otherwise disclose the terms of this Agreement, to any third party, without express prior written consent of the non-disclosing party, unless in response to a lawful subpoena or court order. The parties shall not identify or refer to this Agreement or to the relationship between *SVT* and *CLIENT* in any advertising, sales promotion, website, press releases, or other publicity matters, unless mutually agreed upon by the parties in writing.
(b) The parties shall treat all information received hereunder or prepared pursuant to this Agreement as confidential and proprietary, subject to attorney-client privilege and work product doctrine, and shall not reveal such information to any other persons, firms, or organizations unless given express prior written authorization by the non-disclosing party.
(c) Upon termination of the services hereunder, each party shall return to the other party any materials received by or prepared by each respective party, excluding any property, documents, or materials that are proprietary to each respective party's business operations.

8. NOTIFICATION OF HAZARDS

(a) *CLIENT* agrees to immediately notify *SVT* of any known physical or environmental hazards on or about the premises or the area/location in which *SVT*'s personnel are to provide services to which exposure could reasonably lead to injury or illness of *SVT*'s agents or employees. *CLIENT*'s agreement to notify *SVT* includes but is not limited to notification to *SVT* of any known exposure or transmission of any contagious disease/infection on or around the area/location in which *SVT*'s personnel are to provide services and notification to *SVT* of any known exposure or transmission of any contagious disease/infection to any of *CLIENT*'s employees, agents, or any individual that would likely interact or come into contact with *SVT*'s agents or employees. Any refusal on the part of *SVT*'s agents or employees to enter upon or to remain upon *CLIENT*'s premises due to the existence of unsafe or hazardous condition existing on said premises, shall not constitute a breach of or default under this Agreement by *SVT*.

(b) *CLIENT* shall allow, accommodate for, and not restrict, impede, or prohibit *SVT* to comply with all applicable federal, state and local laws, and rules and regulations promulgated by federal, state, and local public health agencies, including those that relate to preventing or mitigating the exposure or transmission of any contagious disease/infection, with the most restrictive and precautious requirements controlling.
(c) *CLIENT*'s failure of any of its obligations under this Section shall constitute a material breach of this Agreement. Further, *CLIENT*'s defense and indemnity obligations under this Agreement shall specifically include and extend to violation of this Section.

9. PROPERTY

(a) Any and all property, equipment and supplies furnished by *SVT* to provide the services hereunder shall remain the property of *SVT* and *SVT* shall at all times, during and after the term of this Agreement, have the sole right to install, maintain and remove such property, equipment and supplies.
(b) Any and all *CLIENT* owned equipment and supplies provided to *SVT* to aid in providing the services hereunder will be given proper care by *SVT* and returned to *CLIENT* on demand in original condition, normal wear and tear excepted.

10. VEHICLES AND EQUIPMENT

(a) If *CLIENT* requires *SVT* personnel to use any vehicle and/or operate any equipment during the course of their duties, other than the employee's own personal vehicle and/or equipment or vehicles and/or equipment provided by *SVT*, *CLIENT* agrees to maintain comprehensive fire, theft, collision, and liability insurance on such vehicles and/or equipment and that the insurance covering such vehicles and/or equipment is primary and non-contributory.

(b) *CLIENT* waives all rights of subrogation for any loss, damage, injury, judgment, liability, claim, lien, cause of action, or cost or expense, including

reasonable attorneys' fees and/or costs (collectively hereinafter "Claims") arising under the permissive use by *SVT* of *CLIENT*'s vehicles and pursuant to *CLIENT*'s defense and indemnity obligations under this Agreement, *CLIENT* shall defend, indemnify, and hold harmless *SVT*, its agents and employees from and against any Claims resulting from the authorized use of any *CLIENT* vehicle, unless such Claim(s) arise directly and solely from the gross negligence or willful misconduct of *SVT*'s employees.

11. LOSS OF KEYS/ACCESS CARDS AND/OR OTHER ASSIGNED EQUIPMENT

If *CLIENT* entrusts *SVT* with keys and/or access cards to its facilities and/or with *CLIENT* owned equipment, *SVT* will be responsible for such keys, access cards and/or equipment only when they are in the custody of a *SVT* employee. Should keys, access cards or other equipment be lost or damaged by other than theft while in the custody of *SVT*, *SVT* agrees to replace all such keys, access cards and/or other assigned equipment at the cost of replacement, including labor, not to exceed two-hundred and fifty dollars ($250.00).

12. COMPLIANCE WITH LAW

(a) *CLIENT* shall, at its own cost and expense, comply in full with all applicable federal, state, and local statues, laws, ordinances, rules regulations, orders, licenses, permits or fees ("Governmental Regulations") applicable to its operations and its performance under this Agreement, including without limitation, (i) Environmental Laws, (ii) laws relating to accessibility by and accommodation of handicapped persons, (iii) laws relating to discrimination of any type or manner, (iv) regulations regarding all applicable safety, health, and labor laws and standards, and (v) applicable federal, state and local laws, and rules and regulations, including regulations promulgated by any governmental authority and/or public health agency, with the most restrictive and precautious requirements controlling, related to the prevention or mitigation of the exposure or transmission of any contagious disease/infection.

(b) *CLIENT* shall notify *SVT* in writing within forty-eight (48) hours of any inquiry, notice, subpoena, lawsuit, or other evidence of an investigation by any public agency or the commencement of any judicial or administrative litigation, or arbitration proceedings with respect to *SVT*'s operations at the premises and/or performance under this Agreement.

(c) *CLIENT* agrees that the rates paid for *SVT*'s services will be sufficient to allow *SVT* to comply with all applicable local, state, and federal laws or regulations governing the labor or services to be provided, including but not limited to the laws governing duty-free rest periods, meal periods and overtime. If applicable, additional security personnel shall be assigned to provide legally required meal and rest breaks, and such accommodation will be billed to *CLIENT*. *CLIENT* at all times shall allow, accommodate for, and not restrict, impede, or prohibit *SVT* to comply with all applicable labor law requirements.

13. INSURANCE AND INDEMNIFICATION

(a) *SVT* represents and warrants that at the time this Agreement is entered into, it carries Worker's Compensation insurance to the extent required by law, and commercial general liability insurance, including errors and omissions, in an amount that was communicated by *CLIENT* to *SVT* to be satisfactory.
(b) *SVT* shall indemnify and hold harmless *CLIENT* and its employees under this Agreement, from or against any Claims but only to the extent that such Claims are determined to have arisen out of the performance of services under this Agreement and were caused directly by the sole negligence or willful misconduct of *SVT*, its employees or agents while *SVT*, its employees or agents were acting within the course and scope of their duties and authority under this Agreement.
(c) In no event shall *SVT*, its employees, agents, representatives, officers, shareholders, owners and servants (collectively the "*SVT* PARTIES") be liable for any Claims caused in whole or in part by the concurrent, active, or passive negligence or willful misconduct of *CLIENT* (including any defect on the premises) or its respective employees, agents, representatives, officers, shareholders, owners and servants (collectively the "*CLIENT* PARTIES"), or for any consequential or incidental damages or loss of profits. In no event or circumstance shall *SVT* have an obligation to defend and indemnify *CLIENT* for any Claims unless and until such time as a final judgment has been entered in a court of law finding said Claims were directly caused by the sole negligence or willful misconduct of *SVT*. Notwithstanding anything to the contrary herein, in no event shall *SVT* defend, indemnify or hold harmless *CLIENT* for any Claims resulting from any injury or death sustained by any employee of *SVT*, and the obligations set forth above shall not be construed as a waiver of the statutory protections afforded to *SVT* by any and all applicable Worker's Compensation laws or statutes.
(d) Subject to the preceding paragraphs, above, *CLIENT* shall defend, indemnify, and hold harmless *SVT* PARTIES from and against any and all Claims resulting from, or alleged to be resulting from, the concurrent, active or passive negligence or willful misconduct of *CLIENT* PARTIES in connection with the property/premises or *SVT*'s performance of its services hereunder or for any non-standard services not specified herein or not specified in the written Post Orders performed by *SVT* at the request, direction, or on behalf of *CLIENT*.
(e) *CLIENT* agrees to assume all risks of loss, or damage to its premises, business, and property and to property of others on *CLIENT*'s premises occurring as result of fire, theft or other casualty or loss and *CLIENT* waives all rights of recovery, indemnification or subrogation against *SVT* or *SVT*'s insurer for any such loss or damage, however caused. *CLIENT* also waives any and all rights of subrogation that any insurer of *CLIENT* may have against *SVT*, its employees, or agents.
(f) *CLIENT* shall provide and maintain at its cost a commercial general liability insurance policy with a single limit of not less than one million dollars ($1,000,000) per occurrence. This policy shall remain in full force and effect for the time period of the services provided by *SVT*. *SVT* shall be added as additional insured on the policy and *CLIENT* shall provide an additional insured endorsement evidencing that *SVT* is an additional insured and coverage is in effect during the term of this Agreement. *CLIENT* shall be added as additional insured on *SVT's* policy and will provide *CLIENT* an endorsement evidencing that *CLIENT* is an additional insured and coverage is in effect during the term of this Agreement.
(g) In the event of a loss or damage to the property, facilities or equipment of *CLIENT*, or facilities or equipment of others on the property, due to fire, theft or other casualty, *CLIENT*'s insurance shall be primary to any insurance provided by *SVT*.
(h) The defense and indemnity obligations of *SVT* and *CLIENT* set forth herein shall survive the expiration or termination of this Agreement.
(i) *CLIENT* shall give written Notice to *SVT* of any Claims or potential Claims of *CLIENT* arising out of or relating to this Agreement within thirty (30) days following the date of the occurrence giving rise to such Claims or potential Claim. No action to recover any Claim of *CLIENT* shall be instituted or maintained against *SVT* by *CLIENT* unless notice of such Claim shall have been given by *CLIENT* to *SVT* in the manner and form set forth herein. No action to recover for any Claim of *CLIENT* shall be instituted or maintained by *CLIENT* against *SVT* unless said action shall have been instituted not later

than twelve (12) months following the date of the occurrence giving rise to such Claim.

(j) Without limiting the foregoing sections above, it is understood and agreed by the Parties that neither *CLIENT* nor *SVT* are insurers.

14. NO WARRANTY

(a) *CLIENT* recognizes that *SVT* is not an insurer of property or persons and makes no warranty, express or implied, that the services provided will prevent theft, loss, damage or injury to *CLIENT*'s guests, invitees, employees or property or from the injury or death of any person whomsoever or the consequences therefrom.

(b) Further, *CLIENT* acknowledges and understands that *SVT*'s presence may or may not act as a deterrent to criminal activity. *SVT* makes no guarantee, warranty, and does not ensure in any way that criminal activity will be deterred.

(c) *CLIENT* acknowledges that *CLIENT* alone has chosen the number of security personnel, patrols and types of services to be provided under the Agreement; that *SVT* has informed *CLIENT* that additional security personnel and/or services are available at an additional cost; and that *CLIENT* has elected not to avail itself of additional personnel and/or services.

15. TERMINATION

This Agreement may be terminated or put on hold (i.e. seasonal services) at any time by either party, with or without cause, by giving thirty (30) days Written Notice to the other party. Notwithstanding any other provision of this Agreement, in the event of a material breach of any term or provision of this Agreement by either party including, but not limited to, the untimely payment by *CLIENT* to *SVT* of all invoiced charges, this Agreement may be terminated immediately without penalty upon written notice to the non-terminating party. Termination of this Agreement by any party due to material breach does not extinguish or waive any other rights and remedies available to such party.

16. WAIVER

The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by any party of any condition, or of the breach of any term, agreement, covenant, representation or warranty contained in this Agreement, whether by conduct of otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of any other term, agreement, covenant, representation or warranty of this Agreement.

17. INVALIDITY OF PROVISIONS

The invalidity of all or any part of any provision of this Agreement shall not render invalid the remainder of such provision or any other provision of this Agreement.

18. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement and understanding of the parties in respect of the transactions contemplated hereby and supersedes all prior and contemporaneous negotiations, promises, covenants, agreements, representations, arrangements, undertakings and understandings relating to the subject matter hereof. No representation, promise, inducement or statement of intention has been made which is not embodied in this Agreement. None of the parties shall be bound by or liable for any alleged representation, promise, inducement or statement not set forth herein.

19. CALIFORNIA LAW/FORUM

This Agreement is entered into in the State of California. It shall be governed by, interpreted, and construed and enforced in accordance with the domestic laws of the State of California without reference to principles of conflicts law. The parties hereby consent to the jurisdiction and venue of the superior courts, for Napa County, California, with respect to any action or suit hereunder.

20. INTERPRETATION OF AGREEMENT

The language of this Agreement shall in all cases be interpreted as a whole, according to its fair meaning, and not strictly for or against any of the parties, regardless of which is the drafter of this Agreement.

21. BINDING NATURE OF PROVISIONS

All the terms, agreements, covenants, representations, warranties and conditions of this Agreement shall be binding upon, and inure to the benefit of and be enforceable by, the parties hereto and their respective successors and assigns, if any.

22. AMENDMENT/MODIFICATION

This Agreement and any and all Addendum(s) • Attachment(s) • Exhibit(s) • Post Orders, may only be amended, modified, superseded or canceled in writing executed by each of the parties.

23. ASSIGNMENT

Neither *CLIENT* nor *SVT* shall assign this Agreement or assign any rights arising under this Agreement or to allow the same to be assigned by operation of law or otherwise without the prior written consent of both parties, which consent shall not be unreasonably withheld. In the event *CLIENT* assigns or otherwise transfers or sells its rights under this Agreement, or any portion thereof, *CLIENT* shall not be relieved of its duties under this Agreement but instead, shall continue to be responsible for any outstanding balances then due and owing to *SVT*. This Agreement shall bind and inure to the benefit of both *SVT* and *CLIENT* and their respective heirs, executors, administrators, successors, and except as otherwise provided in the Agreement, their respective assigns.

24. NO THIRD-PARTY RIGHTS

Nothing in this Agreement is intended to confer any rights or remedies on anyone other than the parties to the Agreement and their respective successors, representatives and assigns. The provisions of this Agreement shall not entitle any person not a signatory to this Agreement to any rights as a third party beneficiary, or otherwise, it being the specific intention of the parties hereto to preclude any and all-non-signatory parties from any such third party beneficiary rights, or any other rights whatsoever.

25. **ATTORNEYS' FEES**
In the event any legal action or proceeding is necessary or appropriate to enforce or construe any provision of this Agreement, or to seek relief for the breach thereof, the prevailing party in such action or proceeding shall be entitled to recover its reasonable costs and expenses incurred, including reasonable attorneys' fees.

26. **NOTICES**
Unless otherwise mutually agreed in writing by the parties, all Notices required from one party to the other hereunder shall be sent by certified or registered mail as follows:
(a) Notice to *CLIENT* shall be sent to the *CLIENT* name and address above first written.
(b) Notice to *SVT* shall be sent to: **SVT | PO BOX 270 | NAPA, CA 94559-0270**

27. **REPRESENTATIVE CAPACITY**
Each party who signs this Agreement in a representative capacity represents and warrants that he or she is authorized to execute the Agreement on behalf of the person or entity on whose behalf his or her signature is affixed.

SIGNATURES

THIS AGREEMENT MAY BE EXECUTED IN COUNTERPARTS AND A FACSIMILE OR ELECTRONIC SIGNATURE PAGE WILL HAVE THE SAME FORCE AND AFFECT AS THE ORIGINAL SIGNATURE PAGE, PENDING RECEIPT OF THE ORIGINAL.

ACCEPTANCE OF SERVICE AGREEMENT/PROPOSAL/CONTRACT

THE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. *SVT* IS AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE AND IN THE ATTACHED ADDENDUM(S) • ATTACHMENT(S) • EXHIBIT(S) AND THE POST ORDERS. WE HAVE READ AND AGREE TO THE TERMS AND CONDITIONS AS IDENTIFIED IN THE ATTACHED ADDENDUM(S) • ATTACHMENT(S) • EXHIBIT(S) AND CONFIRM THE START DATE LISTED THEREIN.

IN WITNESS HEREOF, PARTIES HAVE EXECUTED THIS CONTRACT AS OF THE DAY, MONTH AND YEAR INDICATED BELOW.

***SVT*:** _____ **Date:** _____

By: Antonette A. Ginochio **Title:** Vice President | CMO

***CLIENT*:** _____ **Date:** _____

By: _____ **Title:** _____

ADDENDUM(S) • ATTACHMENT(S) • EXHIBIT(S) • POST ORDERS

PHYSICAL SITE INFORMATION:

Client Name:	Vallejo Flood & Wastewater District					
Contact(s):	See below					
Address:	Station List Provided by Client (see below)					
City:	Vallejo		**State:**	CA	**Zip:**	
Phone:	707.652.7818	**Fax:**		**Email:**	fsilveira@vallejowastewater.org	

ADDENDUM(S) • ATTACHMENT(S) • EXHIBIT(S) • POST ORDERS

Emergency Response Security Service for the Vallejo Flood & Wastewater District's Pump Houses:

Shift Days & Times:

- 7 Days per week
- Shift Times: As needed

Officer Duties:

- Officer to be dispatched to meet Vallejo Flood & Wastewater Technician Staff at designated Pump Station within 1-2 hours of notification (lead time may be shorter)
- Deter any unwanted activity such as loitering, trespassing, theft, vandalism, etc. on client property
- Officer to help prevent access and/or clear unauthorized individuals from site before and while Technician is on site
- Other duties as directed by Client
- Engage PD/SO/FD if any issue escalates

Standby Security Protocol

Vallejo Sanitation has personnel on Standby after normal operating hours, holidays and weekends to respond to mechanical issues as well as burglary or theft. There is an automated District maintained alarm notification system which will dial the standby personnel and provide information regarding the location of the alarm and the type. Standby personnel also have access to view the status of each station remotely in order to verify and gain information to respond appropriately.

Our intention are now to have the Standby personnel notify the Dispatch at SVT expressing the need for response to an issue at a Pump Station. They would provide the address and the type of issue that is requiring response. Our intent is to have the Armed Guard arrive at the scene first and then notify the District standby personnel as to the condition of the station. If there are signs of burglary or other types of nefarious activity then the Vallejo PD or Sherriff's office can be contacted and lastly District standby personnel. Since most likely there will be multiple guards on duty and they most likely all carry their own phones their contact number could be given by dispatch at the time of the call so that the District standby personnel will be able to contact the guard as needed during the event.

Below are a list of issues that are common to the pump stations that will require the Police or the Sherriff:

- Theft, Trespassing, Burglary

Issues that only require District notification:

- Leaking pipes in the streets or on District property, Overflowing manholes, Graffiti, Power outages

ADDENDUM(S) • ATTACHMENT(S) • EXHIBIT(S) • POST ORDERS

Security Patrol Service for the Vallejo Flood & Wastewater District's Pump Houses (addresses and map below):

Three (3) Security Patrols Per Evening

- Between the hours of 6PM-6AM (18:00-06:00)

Site Addresses:

- 45 Solano Ave
- 47 Solano Ave
- 450 Ryder street (admin bldg. & parking lot)

Site Issues:

- Multiple intrusions that occurred within a month targeting service trucks catalytic convertors.

Duties:

- Officer to help deter any unwanted activity including trespassing, theft, vandalism, etc. on property.
- Report all incidents
- Contact PD/SO/FD/Client if incident warrants

Client Contacts:

- Client emails for dispatch reports: fsilveira@vallejowastewater.org, bmcgrane@vallejowastewater.org, jho@vallejowastewater.org, tcarollo@vallejowastewater.org, abell@vallejowastewater.org
- Phone numbers of District personnel who will be calling for assistance: Mech1Standby 707-333-5589, Mech2Standby 707-567-9189
- Plant graveyard shift supervisor: 707-333-8319
- Send invoices to payables@vallejowastewater.org

SVT 24 DISPATCH:

- 707.779.2626

Gate
Gate
Gate/fence
Gate
Fence
Ryder St
Humane Society of the North Bay
Anchor Self Storage
Gary's Cheap Mattresses & Quality Furniture
Vallejo Flood and Wastewater District
Ryder St

EXHIBIT B - INSURANCE REQUIREMENTS

A. Provider shall procure, provide and maintain coverage at least as broad as the following coverages:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately (ISO CG 25 03 05 09 or 25 04 05 09 or subsequent Forms) or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: ISO Form Number CA 00 01 covering any auto, or if Provider has no owned autos, covering hired, and non-owned autos, with limit no less than $1,000,000 per accident for bodily injury and property damage.

3 Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

4. Professional Liability (Errors and Omissions): Insurance appropriate to the Provider's profession, with limit no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate.

B. If the Provider maintains broader coverage and/or higher limits than the minimums shown above, the District shall be entitled to the broader coverage and/or higher limits maintained by the Provider.

C. The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. District, its directors, officers, trustees, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Provider including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Provider's insurance coverage.

2. District may, from time to time, request in writing that Provider add another public agency as an additional insured pursuant to section C(1) for certain projects for which the District has partnered with another public agency. Provider shall ensure that a copy of the written endorsement is provided to District, within a reasonable period of time, after the written request is issued.

3. For any claims related to this contract, the Providers insurance coverage shall be primary insurance coverage. Any insurance or self-insurance maintained by the District, its officers, officials, trustees, employees, volunteers or any other public agency identified as an additional insured, shall be excess of the Provider's insurance and shall not contribute with it.

4. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

D. Provider hereby grants to District a waiver of any right to subrogation which any insurer of said Provider may acquire against the District by virtue of the payment of any loss under such insurance. Provider agrees to obtain any endorsement that may be

necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer. The Worker's Compensation policy shall be endorsed with a waiver of subrogation in favor of District for all work performed by Provider, its directors, officers, trustees, employees, agents and subcontractors.

E. Self-insured retentions must be declared to and approved by the District. The District may require the Provider to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

F. If the services involve underground excavation hazards, explosions, or removal of lateral support, the Provider shall provide insurance policy that does not exclude explosion, collapse, underground excavation hazards, or removal of lateral support.

G. If the services involve lead-based paint or asbestos identification/remediation, the Provider shall provide a Pollution Liability policy which shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Provider's Pollution Liability policy shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.

H. If General Liability, Contractors Pollution Liability, Asbestos Pollution Liability and/or Errors and Omissions Coverages are written on a claims-made form:

1. The retroactive date must be shown, and must be before the date of this Agreement or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at least **five (5) years** after completion of the contract work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Provider must purchase extended period coverage for a minimum of five (5) years after completion of contract work.

4. A copy of the claims reporting requirements must be submitted to District for review.

I. Consultant's insurance agent shall furnish the District with certificates of insurance and original endorsements effecting coverage required by this clause through the District's online insurance program PINS Advantage. All endorsements are to be received via the online PINS Advantage program and approved by the District's Risk Management Department before the Services commence.

SVT GRUPPE, INC.

SVT PROTECTIVE SERVICES | SECURE VIP TRANSPORT
P.O. Box 270
Napa, CA 94559

MC 943081 | PI 28721 | PPO 17833 | TCP 0033755 | USDOT 2923993

MAKE PAYABLE TO: SVT GRUPPE, INC.

SVT GRUPPE INC
SVT PROTECTIVE SERVICES | SECURE VIP TRANSPORT

INVOICE

Date	Invoice #
4/30/2023	10465

FEIN: 47-0993535

Bill To

Vallejo Flood & Waste Water District
Frank Silveira
450 Ryder Street
Vallejo, CA 94590

Ship To

Client #	Terms	Due Date	Ship Date	Ship Via	Rep	Payment Method
	Net 15	5/15/2023	4/30/2023	Email	SVT	

Date	Item	Description	Quantity	Rate	Amount
4/30/2023	Security Patrol S...	Security Patrol Service	1	4,850.00	4,850.00
4/30/2023	Hourly Rate Spec...	Hourly Rate Special Service Per Hour Per Officer Armed w/ vehcile	440.9	69.00	30,422.10
4/30/2023	Hourly Rate Spec...	Hourly Rate Special Service Per Hour Per Officer Unarmed w/ vehcile	227.4	59.00	13,416.60

Payments and credits received after the invoice date will be reflected on your next invoice.

Unless otherwise specified in a written Service Agreement with SVT, ALL invoices are due and payable within 15 days following the invoice date and are past due 15 days following the invoice date.

Pas Due accounts are subject to a LATE CHARGE of 18% per annum i.e. 1.5% per month on the unpaid balance (or a minimum late fee of $5.00)

Upon nonpayment for thirty (30) days (or as per the period specified in a written Service Agreement) or more of any sum due SVT hereunder, SVT has the right to suspend any and/or all services with ten (10)days written notice to Client. If payment is not made as herein described, Client shall be liable to SVT for all reasonable attorney fees and costs SVT incurs to effect collection of any invoice unpaid in whole or in part.

Invoice Total	**$48,688.70**
Payments/Credits	$0.00
Current Balance Due	**$48,688.70**

Payments made by Credit Card and/or ACH will be charged an additional 3.5% processing fee on the total amount paid by Credit Card and/or ACH.

Phone	Fax	E-mail	Web Site
+1.844.366.3788	+1.707.255.6445	zdm@svtgruppe.com	www.svtgruppe.com

Return to Agenda

District Manager
Melissa Morton

June 13, 2023

BOARD COMMUNICATION

Consent Item 5E

TO: **THE HONORABLE PRESIDENT AND BOARD OF TRUSTEES**

FROM: **MELISSA MORTON, DISTRICT MANAGER**
MARK TOMKO, DIRECTOR OF ENGINEERING

SUBJECT: **RECEIVE INFORMATION UPDATE ON MARE ISLAND – JUNE 2023**

BACKGROUND AND DISCUSSION

The purpose of this Board Communication is to summarize recent activity on Mare Island that involved Vallejo Flood and Wastewater District.

PERMITS UNDER REVIEW

- 110 Pintado Street (BP22-00906) - Mare Island Art Studios
  - No updates, the permit is still listed as awaiting resubmittal.

- 1015 Walnut Avenue (BP22-01714) – Market & Cafe
  - Tenant Improvement to convert first floor of Quarters N to a café/deli.
  - Owner sent a letter May 9, 2023 requesting fee deferment based on language used on previous Mare Island permit applications for Buildings 527 and 483, see Attachment A. The District denied this request via email on May 10 citing the current rate schedule and ongoing discussions.
  - Owner requested a reevaluation of connection fees on May 16, 2023 based on clarified use and inquired about any established fee disagreement and appeal process. District updated connection fees based on proposed use and responded with completed SSI on May 16, 2023. The review letter was updated as well and provided to the Applicant on May 17, 2023, see Attachment B.
  - The Owner provided payment based on the updated connection fees on May 17, 2023.
  - The Pretreatment Questionnaire was provided on May 22, 2023 and a response indicating that the District is satisfied with the data provided was sent on May 24, 2023.
  - The project was subsequently Conditionally Approved on May 24, 2023 pending the submittal and review of the requested CCTV inspection footage for the sewer and storm drain systems.

- 975 Nimitz Avenue (BP22-00306) – Tenant Improvement to convert second floor of Building 483 to wine barrel storage
  - Pretreatment Questionnaire was provided for review on March 29, 2023, ECD reviewed and met with Applicant on May 3, 2023 to discuss requirements for flow monitoring and a pH Pre-Treatment System.
  - CCTV Inspections for both stormwater and wastewater systems were provided to the District on April 19, 2023, no significant defects were identified.
  - Owner requested ACH form to pay permit fees, District responded with completed form on April 18, 2023. Connection fees were paid on April 24, 2023.

    - Following review and discussion regarding the PTQ, the District Conditionally Approved the project on May 5, 2023 pending receipt and approval of the designs for the pH Pre-Treatment System and Flow Monitoring/Sampling Station, see Attachment C.

- Building Demolition (DM23-00002) – Demolition of Building 489, located between Walnut Avenue and Azuar Drive, just south of A Street.
    - As of May 17, 2023, the Mare Island Company (MIC) has nearly completed the demolition with just the stem walls remaining. Full demolition is anticipated to be complete by May 26, 2023.

MARE ISLAND INFRASTRUCTURE ASSESSMENT

- Monthly Project Management Meeting, May 1, 2023
    - West Yost met with District, City, and MIC staff to discuss project status.
- Flow Monitoring
    - Flow monitors in and around DOM 4 were removed early May after being in place for approximately 8-weeks recording periods of wet and dry weather.
- Documents and Technical Memorandums Provided for Review and Comment
    - West Yost provided a Draft of the Sewer Design Criteria Technical Memorandum on May 12, 2023 with responses due on May 26, 2023.

RECOMMENDATION

Information only

ALTERNATIVES CONSIDERED

None

ENVIRONMENTAL REVIEW

This is an administrative update and is not considered a project under CEQA per Section 15378; therefore, no environmental review is required.

FISCAL IMPACT

The fiscal impact of connection fees, operation and maintenance costs, and capital costs is part of ongoing discussion with MIC.

PROPOSED ACTION

Receive information update on Mare Island

DOCUMENTS ATTACHED

A. May 5, 2023 letter from MIC requesting fee deferment for permit BP22-01714.
B. May 17, 2023 review letter for permit BP22-01714.
C. May 5, 2023 letter of conditional approval for permit BP22-00306.

CONTACT PERSON

Mark Tomko, Director of Engineering, (707) 652-7801

Mare
Island
Co.

May 5, 2023

Mr. Mark Tomko
Vallejo Flood and Water District
450 Ryder Street
Vallejo, CA. 94590

RE: Mare Island Company Improvement of Quarters N
1015 Walnut Avenue BP22-01714

Dear Mark,

The Vallejo Flood and Water District's permit issuance requirements for the above-referenced building permit includes a requirement to pay a sewer connection fee based on 8,690 square feet of existing commercial space for a total of $29,676.33. Currently, it is our understanding that the District is working on an evaluation of connection fees. Additionally, as you are aware, the Mare Island Company and the City are in discussions with District staff and your attorneys regarding ownership and maintenance of the existing Mare Island infrastructure as well as payment of connection fees.

Please be advised that until a resolution can be reached, we are requesting that the language used by the District for previous Mare Island permits (Buildings 527 and 483) be used as a condition of permit issuance.

This language reads as follows:

> **Applicant needs to pay the District's Fees. Vallejo Flood and Water District is evaluating connection fees and potential credits for Mare Island. Any changes or adjustments to connection fees/credits are expected to be completed by_____. (Date to be inserted by VFWD. Note: The previous permits included a date of October 2022, but that study has yet to be completed.) The applicant may pay current connection fees and obtain an adjustment when the evaluation is completed or defer payment of connection fees until after the evaluation is completed.**

Based on the above language, we are hereby requesting deferral of the connection fees for permit #BP22-01714 until after the evaluation is completed, and an agreement can be reached.

The Mare Island Company 1195 Walnut Ave. Vallejo, CA 94592 mareislandco.com

We look forward to hearing from you shortly.

Brian Nagy

Cc: Gillian Hayes Assistant City Manager
Willian Ash Associate Engineer

The Mare Island Company 1195 Walnut Ave. Vallejo, CA 94592 mareislandco.com

(707) 644-8949 (Admin)
(707) 644-8976 (Billing)
www.VallejoWastewater.org
450 Ryder Street
Vallejo, CA 94590

Board of Trustees
Robert McConnell
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Peter Bregenzer
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Erin Hannigan
Diosdado "JR" Matulac
Charles Palmares
Rozzana Verder-Aliga

District Manager
Melissa Morton

May 17, 2023

Quarters N Market & Café
1015 Walnut Avenue, Quarters N
Vallejo, CA 94592
Attention: Sylvia Larsen (slarsen@rimarchitects.com)

SENT VIA EMAIL

RE: Tenant Improvement of Quarters N, 1015 Walnut Avenue, BP22-01714

Pursuant to Vallejo Flood and Wastewater District (VFWD) Ordinance No. 2018-70A and 2017-70B, RIM Architects (Applicant) must obtain a sanitary sewer connection and storm drain connection permit, as a result of a change in use and tenant improvements at Quarters N, 1015 Walnut Avenue, Vallejo, California (Tenant Improvements).

PERMIT ISSUANCE REQUIREMENTS

To obtain the permits, Applicant must pay a permit fee and comply with the other permit issuance requirements set forth below:

1. Pretreatment Questionnaire. Per Section 6.3.1 of the District's Engineering Standards, the Applicant must complete and return a Pretreatment Questionnaire describing non-domestic sewage discharges associated with the proposed improvements specifically related to the kitchen. The Pretreatment Questionnaire can be found on the District's website here, https://www.vallejowastewater.org/204/Permitting-Plan-Review.
2. Sewer Connection Fee. The estimated sewer connection fee for the property based on 2,265 square feet of commercial space, ($3,415/1000 sq. ft) and 6,946 square feet of warehouse space, ($490/1000 sq. ft) is $11,138.52.
3. Storm Drain Connection Fee. VFWD staff has determined that no additional impervious area will be added; therefore, no additional connection fee is required for storm drainage.
4. Additional Fees. Applicant must also pay design review fees and inspection fees, initially estimated to be $847.00. There may be additional requirements to repair the existing sanitary sewer and storm drain system based on the video inspection and these issues will be coordinated with the Mare Island Company.
5. Sanitary Sewer and Storm Drain Information Form (SSI). The Applicant must verify the accuracy of the information on the attached Sanitary Sewer and Storm Drain Information Form (SSI) describing the details of the project. The SSI can be found on the District's website here, https://www.vallejowastewater.org/204/Permitting-Plan-Review and must accompany the payment of permit fees.

CONDITIONS OF APPROVAL

The District, at its sole discretion, may elect to Conditionally Approve the project to move forward pending the receipt and/or completion of the following:

1. Sanitary Sewer Video Inspection. The Applicant must provide a drawing that shows the sanitary sewer system for the building (location and size of piping as it leaves the building) and from the building to the sanitary sewer main. Applicant is required to video inspect the sanitary sewer main from 1015 Walnut Avenue to the 27-inch sewer main in Railroad Avenue. Applicant must notify VFWD's inspector George Guorgui by phone at (707) 652-7811 at least 24 hours prior to the inspection and the video inspection recording must be provided to VFWD for review.
2. Storm Drain Video Inspection. The Applicant must provide a drawing that shows the drainage for the building, from the building to the storm drain system, and complete a video inspection of the storm drain system from the building to the outfall(s) to the Mare Island Strait. The Applicant must notify VFWD's inspector George Guorgui by phone at (707) 652-7811, at least 24 hours prior to the inspection, and the video inspection recording must be provided to VFWD for review.

If you have any questions please call or e-mail me at (707) 558-3409 or bash@vallejowastewater.org.

VALLEJO FLOOD AND WASTEWATER DISTRICT

Bill Ash, PE, Associate Engineer

cc: Andrea Jones, The Mare Island Company (Andrea.Jones@MareIslandCo.com)
Brian Nagy, The Mare Island Company (Brian.Nagy@MareIslandCo.com)
Reece Satava, The Mare Island Company (Reece.Satava@MareIslandCo.com)
Michelle Jones, RIM Architects (mjones@rimarchitects.com)
Erin Hanford, City of Vallejo
Mark Tomko, VFWD
George Guorgui, VFWD

VALLEJO FLOOD AND WASTEWATER DISTRICT

450 RYDER STREET VALLEJO, CALIFORNIA 94590 707 644-8949 vallejowastewater.org

REQUEST FOR SANITARY SEWER AND STORM DRAIN SERVICE INFORMATION

$55.00 PROCESSING FEE REQUIRED (Non-refundable)

NEW SERVICE STREET ADDRESS 1015 Walnut Avenue, Quarters N

NAME OF PROPERTY OWNER Mare Island Company

CITY OF VALLEJO PERMIT # BP22-0714

LOCATION OF PROPERTY

SUBDIVISION: Coral Sea Village South, MI | UNIT NO. | LOT NO. | BLOCK OR ASSESSOR'S NO.

DIMENSIONS OF PARCEL

PRESENT USE

ZONING CLASSIFICATION

IS PARCEL VACANT: (●) YES ( ) NO

IF NOT VACANT, DESCRIBE STRUCTURE

PROPOSED USE

SINGLE DWELLING [ ] | MULTIPLE DWELLING [ ] NO. UNITS | Do units have kitchen facilities? [✓] YES [ ] NO

OTHER (Provide information requested) Type Deli/Cafe facility size

Circle appliable unit of measure per connection ordinance students, SQ. ft, bed, machine, etc

ATTACH A SCALEABLE SITE PLAN TO THIS REQUEST

APPLICANT NAME Sylvia Larsen — 707-815-1020 PHONE NO.

MAILING ADDRESS 369 Front Street, 2nd Floor, San Francisco, CA 94 — 5/16/2023 DATE

EMAIL ADDRESS slarsen@rimarchitects.com

EXISTING SEWER FACILITIES (DO NOT WRITE BELOW THIS LINE- FOR DISTRICT USE ONLY)

LOCATION AND SIZE OF CLOSEST MAIN

PROCESSING FEE RECEIPT NO.

ELEVATION INFORMATION

DRAINAGE PROBLEM

LOCATED WITHIN AN ASSESSMENT OR BENEFIT DISTRICT ( ) Yes ( ) No

PRE TREATMENT FOAM REQUESTED (●) Yes ( ) No

IS AN EASEMENT REQUIRED ( ) Yes ( ) No

GENERAL CONDITIONS

1. A "property line" cleanout must be installed on every sewer lateral at a point designated by VFWD.
2. All District sewer and cleanout construction shall be performed by a licensed Class A or C-42 Contractor.
3. VFWD shall be notified 2 working days prior to backfilling of any sewer or cleanout construction.
4. Allowable connection to mains are:
   a. Factory Wye for 6" or 8" or larger main.
   b. Tap-Tito or equivalent may be used for 10" or larger main.
5. Connection permits will be issued upon payment of required fees and approval of required plans. If any.
6. Connection permits are void 12 months after issuance if construction has not begun.
7. Approval of lots for occupancy by VFWD is conditioned upon connection to VFWD approved facilities at the point of lot connection to a facllity serving more than one lot. A condomlnium building will be treated as one lot. Approval for occupancy by the city or the county does not constitute approval for occupan- cy by VFWD.
8. Repair to any sewer llne requires a permit.

SPECIAL CONDITIONS:

1. Backwater prevention device required [ ] YES [ ] NO
2. Grease Trap Required [ ] Internal [ ] External

Size (min.) _____

PERMIT FEE (Subject to en annual adjustment. approximately Feb.)

Normal Fees			
1. Sanitary Sewer 2.265 units	@$ 3,415.00 unit		$7,734.98
2. Storm Drain 0 units/acres	@$	units/acres	$0.00
Special Fees			
1. Sanitary Sewer (Warehouse) 6.946	@$ 490.00 unit		$3,403.54
2. Processing Fee	@$ 60.00 unit		$60.00
3. Design Review	@$ 235.00 unit		$235.00
Inspection Fee	@$ 138.00 unit		$552.00
(Est. Const. Cost _____)	PERMIT TOTAL		$ 11,985.52

REFUND / EXTENSION RECORD

[ ] No Refund Due — Extension Granted

[ ] Refund Due [ ] Yes [ ] No Additional Fee _____

Status Notification _____

"No Activity" Letter _____

Refund Sent _____

Amount _____ P.O. _____

TO APPLICANT
BRING THIS FORM WHEN PAYING FEES FOR A PERMIT.

Checks to be made payable to *Vallejo Flood and Wastewater District.*

FIELD CHECKED BY	DATE	RECORDS CHECKED BY: Bill Ash	DATE: 5/16/2023
CONNECTION PERMIT NO.	DATE ISSUED		
AMOUNT PAID	RECEIPT NO.	RECORDED BY	DATE PAID

(707) 644-8949 (Admin)
(707) 644-8976 (Billing)
www.VallejoWastewater.org
450 Ryder Street
Vallejo, CA 94590

Board of Trustees
Robert McConnell
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Charles Palmares
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District Manager
Melissa Morton

May 5, 2023

LWE Barrel Storage
975 Nimitz Avenue, Building 483
Vallejo, CA 94592
Attention: Euft Kruithof (euftk@petersonmechanical.com)

SENT VIA EMAIL

RE: Tenant Improvement of Building 483, 975 Nimitz Avenue, BP22-00306

Pursuant to Vallejo Flood and Wastewater District (VFWD) Ordinance No. 2018-70A and 2017-70B, Peterson Mechanical (Applicant) must obtain a sanitary sewer connection and storm drain connection permit, as a result of a change in use and tenant improvements at Building 483, 975 Nimitz Avenue, Vallejo, California (Tenant Improvements).

Applicant must comply with the Conditions of Approval requirements set forth below prior to final inspection.

CONDITIONS OF APPROVAL

Following review of the Pre-Treatment Questionnaire provided by the Applicant on 3/29/2023 and subsequent discussions with the Applicant and Owner, the District has elected to Conditionally Approve the project to move forward pending the receipt and/or completion of the following:

1. pH Pre-Treatment System. Applicant must submit for approval, a design for the construction and implementation of a pH Pre-Treatment System per the attached District standards.
2. Flow Monitoring/Sampling Station. Applicant must submit for approval a design for the construction and implementation of a flow monitoring and sampling station per the attached District standards.

If you have any questions please call or e-mail me at (707) 558-3409 or bash@vallejowastewater.org.

Vallejo Flood and Wastewater District

Bill Ash, PE, Associate Engineer

cc: Andrea Jones, The Mare Island Company (Andrea.Jones@MareIslandCo.com)
Brian Nagy, The Mare Island Company (Brian.Nagy@MareIslandCo.com)
Erin Hanford, City of Vallejo
Mark Tomko, VFWD
George Guorgui, VFWD
Mark Hall, VFWD

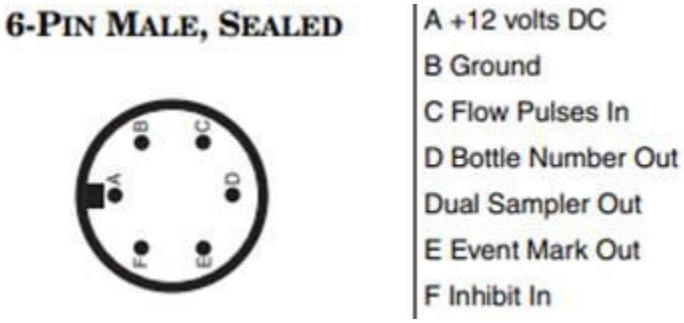
LWE Barrel Storage
975 Nimitz Avenue, Building 483
Vallejo, CA 94592

Requirements for pH Pretreatment System

1. All wastewater from the process portion of the facility (spilled wine, barrel washing, tank cleaning, floor washing, etc.) must be kept separate from domestic wastewater for pretreatment.
2. Process wastewater must be treated to a pH between 6.0 and 9.0 before discharge to the District's sanitary sewer system.
3. The pH system must output data to a log (paper chart recorder, electronic log, etc.) which also shows the position of the output valve from the tank (open/closed) in a manner that will allow the District to determine if pH outside the acceptable limits was discharged and, if so, the duration of discharge.
4. Any pH equalization tank installed indoors must employ secondary containment. If installed outdoors, the tank must employ secondary containment and a leak detection system with an audible/visual alarm inside the facility.
5. After pH treatment, process wastewater must flow through a flow monitoring and sampling station before comingling with domestic waste streams.

Requirements for Flow Monitoring/Sampling Station

1. An effluent flowmeter must be installed on the process waste line downstream of the pH pretreatment system.
2. The flowmeter must display both the current flow rate (in GPM) as well as totalized flow volume.
3. The flowmeter must be able to output a signal compatible with the District's samplers. The District uses Teledyne Isco portable samplers, which are compatible with a 5 to 15 volt DC pulse signal or isolated contact closure of at least 25 millisecond duration. Alternatively, and more commonly used, an analog 4-20mA signal output is compatible, so long as it is converted with an interface unit, which is available for purchase from Isco: https://store.teledyneisco.com/products/603704075).
4. The flowmeter (or the interface unit) must use the Teledyne Isco 6-pin connector shown below to allow connection to the District's portable samplers:



5. An AC 110V outlet must be installed near the flowmeter to provide power to the District's portable sampler during a sampling event.
6. A sample point must be installed downstream of the flowmeter to allow for the collection of process wastewater samples.
7. The sample point's configuration will vary based on whether wastewater will be pumped from the equalization tank or free-flowing. In a pumped system, a valved 3/8" ID hose barb will allow direct connection to the District's portable sampler tubing. In a gravity flow system, a stilling well/sample port must be installed. Recommend Trapzilla TZSP-40, TZSP-48 or similar: (https://trapzilla.com/media/productattach/b/i/TZSP-2PH.pdf).
8. District staff must have ready access to this flow monitoring/sampling station at any time during facility operating hours.