

# BOARD OF DIRECTORS REGULAR MEETING

DATE:

FEBRUARY 7, 2024

TIME:

8:00 A.M.

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1021 E. Miramar Avenue | Claremont, CA 91711



www.threevalleys.com



909.621.5568



# THREE VALLEYS MUNICIPAL WATER DISTRICT REGULAR BOARD MEETING AGENDA

1021 E. Miramar Avenue, Claremont, CA 91711 February 7, 2024 – 8:00 AM

The mission of Three Valleys Municipal Water District is to supplement and enhance local water supplies to meet our region's needs in a reliable and cost-effective manner.

#### NOTICE OF VIDEOCONFERENCE/TELECONFERENCE ACCESSIBILITY

Three Valleys MWD will hold this meeting of its Board of Directors on the date and time, and at the location set forth above. The public may participate in the meeting by physical attendance at the meeting or by videoconference or teleconference utilizing the following links:

Link to join webinar: <a href="https://tvmwd.zoom.us/j/81655055490">https://tvmwd.zoom.us/j/81655055490</a>

OR

**Dial in:** (669) 444-9171, Webinar ID: 816 5505 5490

Any member of the public wishing to participate in public comment may do so in any of the following manners: (1) by using the "Raise Hand" feature on the Zoom platform and when prompted by the Board President during the public comment period, (2) by filling out the electronic speaker's card at the following link <a href="https://arcg.is/0z5GqO">https://arcg.is/0z5GqO</a> prior to the close of public comment, (3) by sending an email to <a href="https://arcg.is/0z5GqO">PublicComment@tvmwd.com</a> prior to the close of public comment, or (4) those attending the meeting in person may complete a speaker's card and provide it to the Executive Assistant prior to the close of public comment.

1. CALL TO ORDER ROBERTO

2. ROLL CALL AGUIRRE

Jody Roberto, President
Mike Ti, Vice President
Carlos Goytia, Secretary/Treasurer
David De Jesus, Director
Jeff Hanlon, Director
Bob Kuhn, Director
Danielle Soto, Director

3. FLAG SALUTE ROBERTO

# 4. DIRECTOR REMOTE PARTICIPATION PURSUANT TO AB 2449 [Government Code Section 54953(f)]

**ROBERTO** 

- A. NOTIFICATION DUE TO JUST CAUSE
- B. REQUEST DUE TO EMERGENCY CIRCUMSTANCES

#### **BOARD ACTION REQUIRED ITEM 4.B**

Staff Recommendation: None

#### 5. AGENDA REORDER/ADDITIONS [Government Code Section 54954.2(b)(2)]

**ROBERTO** 

Additions to the agenda may be considered when two-thirds of the board members present determine a need for immediate action, and the need to act came to the attention of TVMWD after the agenda was posted; this exception requires a degree of urgency. If fewer than two-thirds of the board members are present, all must affirm the action to add an item to the agenda. The Board shall call for public comment prior to voting to add any item to the agenda after posting.

#### 6. PUBLIC COMMENT (Government Code Section 54954.3)

**ROBERTO** 

Opportunity for members of the public to directly address the Board on items of public interest within its jurisdiction. The public may also address the Board on items being considered on this agenda. TVMWD requests that all public speakers complete a speaker's card and provide it to the Executive Assistant.

We request that remarks be limited to three minutes or less. Pursuant to Government Code Section 54954.3, if speaker is utilizing a translator, the total allotted time will be doubled.

#### 7. GENERAL MANAGER'S REPORT

LITCHFIELD

The Executive Leadership Team will provide brief updates on existing matters under their purview.

#### A. FY 2024-25 BUDGET REVIEW SCHEDULE

**VELASQUEZ** 

The Board will be provided with the budget review schedule for FY 2024-25.

#### B. MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN

**HOWIE** 

An update will be provided on the Multi-Jurisdictional Hazard Mitigation Plan.

#### ITEM 7 CONTINUED

## C. DEPARTMENT OF WATER RESOURCES FUNDING SUB-AGREEMENT WITH LEE THE CITY OF COVINA The Board will review the Department of Water Resources funding subagreement with the City of Covina. D. SECURITY CAMERA UPGRADES PROJECT **PANZER** The Board will be briefed on design and installation services for the Security Camera Upgrades Project. E. PROJECTS UPDATE **PANZER** The Board will be provided with an update of ongoing TVMWD projects. 8. DIRECTORS'/GENERAL MANAGER'S ORAL REPORTS **ROBERTO** Directors may report on activities for meetings to which they are assigned to serve as the representative or alternate of TVMWD and on other areas of interest. A. METROPOLITAN WATER DISTRICT **DE JESUS** B. CHINO BASIN WATERMASTER **KUHN** C. SAN GABRIEL BASIN WATER QUALITY AUTHORITY **KUHN** D. MAIN SAN GABRIEL BASIN WATERMASTER ΤI E. SIX BASINS WATERMASTER **HANLON**

G. GENERAL MANAGER'S COMMENTS

LITCHFIELD

# A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Government Code Section 54956.9(d)(1)]

Name of Case: Chino Basin Municipal Water District v. City of Chino, et al., San Bernardino County Superior Court Case No. RCV RS 51010

CLOSED SESSION

F. ADDITIONAL BOARD MEMBER REPORTS

ALL

**ROBERTO** 

#### **ITEM 9 CONTINUED**

# B. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Government Code Section 54956.9(d)(1)]

Name of Case: San Diego County Water Authority v. Metropolitan Water District of Southern California, et al., San Francisco County Superior Court Case No. CPF-14-514004 (Consolidated with Case Nos. CPF-16-515282 and CPF-18-516389)

#### 10. FUTURE AGENDA ITEMS

**ROBERTO** 

#### 11. ADJOURNMENT AND NEXT MEETING

**ROBERTO** 

The Board will adjourn to a regular Board Meeting on February 21, 2024.

In compliance with the Americans with Disabilities Act Government Code Section 54954.2(a), if special assistance is needed to participate in this public meeting, please contact the Executive Assistant at (909) 621-5568 at least 24 hours prior to the meeting.

Pursuant to Government Code Section 54957.5, materials related to an item on this agenda submitted after distribution of the agenda packet will be posted on the TVMWD website at <a href="https://www.threevalleys.com">www.threevalleys.com</a>.

Three Valleys MWD Board meeting packets and agendas are available for review at <a href="https://www.threevalleys.com">www.threevalleys.com</a>



# **BOARD INFORMATION**

# BOARD OF DIRECTORS STAFF REPORT

To: TVMWD Board of Directors

From: Matthew H. Litchfield, General Manager

Date: February 7, 2024

Subject: FY 2024-25 Budget Review Schedule

Funds Budgeted: \$	☐ Fiscal Impact: \$
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#### Staff Recommendation

No Action Necessary – Informational Item Only

#### Discussion

Included below is the tentative schedule for review of the FY 24-25 budget. Meeting dates listed are tentative and subject to change by the General Manager and the Board.

3/6/24	Board Workshop	Budget Workshop
		Water Sales Forecast
		Overall Budget and Rates (1st draft)
3/13/24	Manager's Meeting	Budget Workshop
		Water Sales Forecast
		Overall Budget and Rates (1st draft)
4/3/24	Board Workshop	Overall Budget and Rates (2 <sup>nd</sup> draft)
4/9/24	MWD Board Meeting	Confirmation of no changes to previously adopted CY 2025 Rates
4/10/24	Manager's Meeting	Overall Budget and Rates (2 <sup>nd</sup> draft)
4/17/24	Board Meeting	Adoption of TVMWD FY 2024-25 Budget and CY 2025 Rates

	Ε	nviro	nmental	<b>Impact</b>
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None

## Strategic Plan Objective(s)

- 3.1 Utilize and comply with a set of financial policies to maintain TVMWD's financial health
- 3.3 Be accountable and transparent with major decisions

## Attachment(s)

None

## Meeting History

None

NA/JV



## **BOARD INFORMATION**

# BOARD OF DIRECTORS STAFF REPORT

To: TVMWD Board of Directors

From: Matthew H. Litchfield, General Manager

Date: February 7, 2024

Subject: Multi-Jurisdictional Hazard Mitigation Plan

	Funds Budgeted: \$	Fiscal	Impact:	\$
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#### Staff Recommendation

No Action Necessary – Informational Item Only

#### Discussion

During the past two years, Three Valleys has been engaging with fellow members of the Public Water Agency Group (PWAG) in a collective effort to develop a Multi-Jurisdictional Hazard Mitigation Plan for the region.

We are now seeking input from our board members, member agencies, community members and other stakeholders as we prepare our Hazard Mitigation Plan (The Plan). The Plan will help all of us be more resilient against natural hazards. We have completed the Initial Draft Plan and are now ready to proceed with the rest of the planning process.

The Plan is a framework that will guide Three Valleys in making decisions and developing policies to reduce or eliminate risks to life and property. The plan identifies the types of hazards that threaten the service area, evaluates our vulnerability to those threats, and outlines a strategy to reduce or eliminate the risk posed by those threats. Whether retrofitting infrastructure or adding manways, the Plan identifies a range of actions and projects that will help us avoid damage and recover quickly from hazardous events.

The Disaster Mitigation Act of 2000 passed by Congress requires that all forms of local government maintain an approved hazard mitigation plan to be eligible for and receive certain types of Federal Emergency Management Agency (FEMA) and other hazard mitigation funds.

Receipt of these funds can be critical to the implementation of identified hazard mitigation programs that break the cycle of disaster, damage, restoration, and repeated damage.

To do a thorough job of identifying and planning for future disasters, we are seeking feedback on the hazards and mitigation strategy identified in the Plan.

To view the Plan and provide your comments, please go to the following link to view the *PWAG Draft Base Plan* and the *Annex-TVMWD* documents at: <a href="https://pwagroup.org/news/">https://pwagroup.org/news/</a>

#### **Environmental Impact**

None

#### Strategic Plan Objective(s)

- 1.4 Maintain reliable water infrastructure
- 1.5 Be prepared for catastrophic events
- 2.2 Maintain efficient and safe operations

#### Attachment(s)

None

#### Meeting History

None

NA/KRH



## **BOARD INFORMATION**

# BOARD OF DIRECTORS STAFF REPORT

To: TVMWD Board of Directors

From: Matthew H. Litchfield, General Manager

Date: February 7, 2024

Subject: Department of Water Resources Funding Sub-Agreement with the City of

Covina

☐ Funds Budgeted: \$		Fiscal	Impact:	\$
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#### Staff Recommendation

No Action Necessary – Informational Item Only

#### Background

In 2023, Three Valleys received \$400,000 from the State of California's Fiscal Year 2023-24 budget for implementation of the Feasibility/Design phase of the Groundwater Reliability Project (Project). The funding included \$100,000 for City of Covina's Water Use Efficiency Program. As the lead agency for the Project, Three Valleys entered into a funding agreement with the California Department of Water Resources in December 2023. As a result, Three Valleys desires to establish a sub-agreement with the City of Covina to accept the same terms and conditions to receive the funding from Three Valleys for their portion of the Project.

#### Discussion

The scope of work for Covina's Water Use Efficiency Program in the Main San Gabriel Groundwater Basin includes the development of outreach, communication, and education materials for the public with water conservation messages included in customer service trucks, electronic marquee, and use of staff time to investigate watering restriction compliance, education of offenders for compliance and enforce water restriction polices.

Three Valleys, as the funding recipient for the State Budget, will receive grant funding for the Project, and will be required to submit reports with the required documentation until Project completion. Three Valleys will then in turn provide reimbursement to Covina for its portion of

the Project. Three Valleys will have the responsibility for collecting information from Covina to review for compliance and to submit to the DWR along with its own documents for compliance with the grant, including documents such as professional services/contractor/vendor agreements, invoices, and performance reports. The sub-agreement was developed to define the roles and responsibilities of both parties to receive the funding from DWR, including all the terms and conditions of the DWR agreement and is included as **Exhibit A**.

#### **Environmental Impact**

None

#### Strategic Plan Objective(s)

- 1.3 Maintain diverse sources of reliable water supplies and storage
- 1.4 Maintain reliable water infrastructure
- 1.5 Be prepared for catastrophic events
- 2.1 Maximize the most cost-effective water resources

#### Attachment(s)

Exhibit A – DWR Funding Sub-Agreement between Three Valleys and the City of Covina

#### Meeting History

Board of Directors Meeting, November 15, 2023, Action Item Board of Directors Meeting, September 20, 2023, Action Item Board of Directors Meeting, April 20, 2022, Action Item

NA/SL

#### <u>FUNDING SUB-AGREEMENT</u> FOR WATER USE EFFICIENCY PROGRAM

THIS AGREEMENT is made this	day of	, 202_, by and between
THREE VALLEYS MUNICIPAL WATER	DISTRICT, a public	agency (hereinafter "the
District"), and the CITY OF COVINA, a public	agency (hereinafter "th	ne City"). The District and
the City are sometimes referred to herein indivi	dually as "Party" and co	ollectively as "Parties."

#### RECITALS

- A. On or about December 7, 2023, the District entered into Funding Agreement No. 4600015585 with the State of California Department of Water Resources, a true and correct copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference ("DWR Agreement"), wherein the District was awarded grant funding in the amount of \$400,000 to assist in financing the Groundwater Reliability Project ("the GRP").
- B. The GRP includes a program designed to promote the preservation of groundwater supplies during drought conditions in the Main San Gabriel Groundwater Basin, particularly within the City, by increasing outreach, communication, and education of its public in accordance with "Task C.2.: Outreach" of the Work Plan attached as Exhibit A to the DWR Agreement ("the Project").
- C. The purpose of this Agreement is to set forth the terms and conditions under which the District will distribute certain funds it receives pursuant to the DWR Agreement to the City for the Project.

#### **COVENANTS**

NOW THEREFORE, in consideration of the preceding Recitals and the mutual Covenants contained herein, the parties hereto agree as follows:

#### Section 1. PROJECT

The City shall develop the Project and work plan to be approved by the District, including but not limited to the preparation of all planning and outreach materials for the Project, and the City shall perform such work in a manner fully consistent with the terms and conditions of the DWR Agreement, the applicable provisions of which are hereby expressly accepted by the City as a material part of the Project and incorporated herein as a material part of this Agreement. The City shall also furnish the District with all information, data, and materials necessary for the District to comply with its reporting and other requirements under the DWR Agreement. Additionally, the City shall comply with all directions and instructions of District staff in implementing this Agreement to the complete satisfaction of the District.

#### Section 2. DWR FUNDING

Subject to the terms and conditions of this Agreement, the District will distribute to the City such funds received by the District from DWR pursuant to the DWR Agreement that are specifically attributable to the Project, up to a maximum sum of \$100,000. The City shall maintain books, records, and other documents pertinent to their Project work in accordance with generally accepted accounting principles and practices. Under no circumstances shall the District be financially or legally responsible and/or liable, directly or indirectly, for any Project costs and/or expenses associated therewith.

The District shall reimburse the City for its eligible Project costs on a quarterly basis. The City shall submit quarterly progress reports consistent with the requirements of the DWR Agreement.

#### Section 3. LIABILITY FOR DAMAGES

The District shall not be held liable or responsible for any debts or claims that may arise from the operation of this Agreement and/or from any cause arising out of or in any way related to the City's obligations hereunder.

The City hereby expressly waives and releases the District and its agents, officers, directors, and employees from any and all liability for the claims, actions, and/or losses set forth above and for any costs and expenses incurred in connection therewith. Notwithstanding the provisions of California Civil Code ' 1542, which provides as follows:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party"

the City expressly waives and relinquishes all rights and benefits afforded to the City thereunder and under any and all similar laws of any state or territory of the United States with respect to the claims, actions, and/or losses referenced in the first paragraph of this section. This Agreement shall act as a release of future claims that may arise from the aforementioned whether such claims are currently known, unknown, foreseen, or unforeseen. The City understands and acknowledges the significance and consequences of such specific waiver of Civil Code '1542 and hereby assumes full responsibility for any injuries, damages, losses, or liability that may result from the claims identified above.

#### Section 4. HOLD HARMLESS

A. The Parties agree that the District, District's governing Board of Directors and District's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "District Indemnitees") shall, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, attorneys' fees,

expert fees, litigation costs, or any other cost arising out of or in any way related to the Project and/or the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the District Indemnitees with the fullest protection possible under the law. The City acknowledges that the District would not enter into this Agreement in the absence of the City's commitment to indemnify, defend and protect the District as set forth herein.

- B. To the fullest extent permitted by law, the City shall indemnify, hold harmless and defend the District Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with the City's performance under this Agreement, including but not limited to the acts or omissions of the City or City's officers, employees, agents, contractors, subcontractors or sub-consultants or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this Section shall not encompass a duty to indemnity, defend or hold harmless for liability, loss, suit, damage, expense, cost caused by the sole negligence or willful misconduct of any or all of the District Indemnitees.
- C. The District shall have the right to offset against the amount of any payment due the City under this Agreement any amount due the District from the City as a result of the City's failure to comply with this Agreement.
- D. The obligations of the City under this Section will not be limited by the provisions of any workers' compensation act or similar act. The City expressly waives its statutory immunity under such statutes or laws as to the District Indemnitees.
- E. Both Parties shall name the State of California, the parties, and their respective officers, agents, and employees as additional insureds on their respective liability insurance policies for each of their Project activities. Additionally, the City agrees to be fully responsible and indemnify, hold harmless and defend the District, the District's governing Board of Directors and District's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of the City's subcontractors or any other person or entity involved by, for, with or on behalf of the City in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees and costs incurred by counsel of the District's choice.
- F. This Section and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or

normal expiration of this Agreement and is in addition to any other rights or remedies which the District may have at law or in equity.

#### Section 5. EXAMINATION OF RECORDS

All original drawings, specifications, reports, calculations, and other documents or electronic data developed by the City for the Project shall be furnished to the District. The City agrees that the District will have access to and the right to examine any directly pertinent books, documents, papers, and records of any and all of the transactions relating to this Agreement. The District shall not be limited in any way in its use of the work materials at any time. Records for the Project shall be maintained consistent with the requirements of the District's agreement with DWR, as included in Exhibit A Task C.2., particularly to be consistent with the State Audit Requirements and DWR's requirements of inspection of books, records and reports.

#### Section 6. TERMINATION/SUSPENSION

The District may terminate or suspend this Agreement at any time, at will, for any reason or no reason, after giving written notice thereof to the City.

#### Section 7. NON-DISCRIMINATION

During the performance of this Agreement, the City shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medical and family care leave or pregnancy disability leave. The City shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The City shall comply with the provisions of the California Fair Employment and Housing Act (Government Code Section 12990), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. The City shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

#### Section 8. EFFECT OF DISTRICT'S WAIVER

Any failure by the District to enforce any provision of this Agreement, or any waiver thereof by the District, shall not constitute a waiver of its right to enforce subsequent violations of the same or any other terms or conditions herein.

#### Section 9. ATTORNEYS' FEES

If either the District or the City is the prevailing party in any legal dispute caused by the non-prevailing party, which said legal dispute arose out of, under, in connection with, or in relation

to this Agreement, and any amendments thereto, or the breach thereof, the prevailing party shall be entitled to receive from the non-prevailing party all attorneys fees and costs actually incurred by the prevailing party in connection therewith. In any such action, arbitration, mediation, or other proceeding, the entitlement to recover attorneys fees and costs will be considered an element of costs and not of damages.

#### Section 10. NOTICE

All notices, demands, or other writing in this Agreement required to be given or made or sent, or which may be given or made or sent, by either Party hereto to the other, shall be deemed to have been fully given or made or sent when in writing and deposited in the United States mail, certified and postage prepaid, and addressed as follows:

To the District: Three Valleys Municipal Water District

1021 E. Miramar Avenue Claremont, CA 91711 Attention: General Manager

To the City: City of Covina

125 E. College Street

Covina, CA 91723

Attention: Chris Marcarello, City Manager

The address to which any notice, demand, or other writing may be given or made or sent to any Party as above provided may be changed by written notice given by such Party as above provided.

#### Section 11. SUCCESSORS AND ASSIGNS

The City shall not assign this Agreement, or any part thereof, or any right or privilege connected therewith, to any other person or entity, without first obtaining the written consent of the District. Any such consent by the District shall not constitute consent to any subsequent assignment by the City or other persons or entities. The City's unauthorized assignment shall be void and shall terminate this Agreement at the District's option. The City's interest in this Agreement is not assignable by operation of law, nor is any assignment of its interest herein, without the written consent of the District.

#### Section 12. INUREMENT

This Agreement and the covenants and conditions hereof apply to and are binding upon the heirs, successors, legal representatives, and assigns of the Parties hereto.

#### Section 13. INTEGRATION AND AMENDMENT

This Agreement constitutes the entire understanding of the Parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements, whether oral or written, between the Parties in connection therewith. This Agreement may not be amended unless in writing and signed by both Parties hereto.

#### Section 14. CAPTIONS

The captions of sections and subsections of this Agreement are for reference only and are not to be construed in any way as a part of this Agreement.

#### Section 15. INTERPRETATION AND ENFORCEMENT

This Agreement shall not be construed against the Party preparing it, but shall be construed as if both Parties jointly prepared this Agreement and any uncertainty or ambiguity contained herein shall not be interpreted against the Party responsible for the drafting thereof. This Agreement shall be enforced and governed by and under the laws of the State of California, and venue for any action brought to interpret and/or enforce any provision of this Agreement shall be in a state or federal court located in the County of Los Angeles, State of California, unless otherwise required by the DWR Agreement,

#### Section 16. <u>TIME OF THE ESSENCE</u>

Time is of the essence in this Agreement and each and every provision thereof.

#### Section 17. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original irrespective of the date of execution, and said counterparts shall together constitute one and the same Agreement. Further, facsimile or .PDF copies of signatures shall be as effective as original signatures for evidencing execution of this Agreement.

#### Section 18. AUTHORITY

The persons executing this Agreement represent and warrant that they are fully and duly authorized and empowered to so execute on behalf of each of the respective Parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers as of the date first above written.

THREE VALLEYS MUNICIPAL WATER DISTRICT
By:
Jody Roberto, President Board of Directors
CITY OF COVINA
Dva
By: Chris Marcarello, City Manager



# **BOARD INFORMATION**

# BOARD OF DIRECTORS STAFF REPORT

To: TVMWD Board of Directors

From: Matthew H. Litchfield, General Manager

Date: February 7, 2024

**Subject:** Security Camera Upgrades Project

FY 24-25 \$300,000

Fiscal Impact: \$ 561,204.57

#### Staff Recommendation

No Action Necessary – Information Item only

#### Discussion

Three Valleys Municipal Water District's (Three Valleys) existing security camera system is approaching its end-of-life cycle. The Security Camera Upgrades Project (Project) will upgrade the existing system with new technology providing increased security from external threats and reliability for safe and efficient operations. The Project includes installation of sixty-five (65) high-definition cameras at Three Valleys facilities and seventeen (17) new wireless radios at the Miramar Treatment Plant. Additionally, Three Valleys has constructed new remote facilities that do not have video security systems; ten (10) new cameras and hardware will be provided within the Project to address these sites. The project will be phased over a 12-month duration to maintain current security systems until the new system becomes functional.

The Project was publicly solicited via the Three Valleys Planetbids portal. Three (3) responsive bids and 1 unresponsive bid were received; the results are tabulated in **Exhibit A**. Staff evaluated the proposals and determined that ADT Commercial provided the best value with its technology and cost-effective pricing to achieve the goals and future needs of Three Valleys.

#### **Environmental Impact**

None

## Strategic Plan Objective(s)

- 1.4 Maintain reliable water infrastructure
- 3.3 Increase use of technology to secure information and keep current with industry standards

## Attachment(s)

Exhibit A – Security Camera Upgrades Bid Results

### Meeting History

None

NA/KP

# Exhibit A

Security Camera Upgrades Project Bid Results					
Bidders	Bid Price	Bid Price Responsive			
BTI Communications Group	\$298,577.41	No	11/16/2023		
ADT Commercial	\$561,204.57	Yes	11/16/2023		
Birdi Systems, Inc.	\$914,141.00	Yes	11/16/2023		
IREX.ai	\$2,527,744.00	Yes	11/16/2023		