



Tuesday, December 13, 2022 at 1:00 PM
Valley Sanitary District Board Room
45500 Van Buren Street, Indio, CA 92201

**BOARD OF DIRECTORS
REGULAR SESSION
AGENDA**

Valley Sanitary District is open to the public and board meetings will be conducted in person. In addition to attending in person, members of the public may view and participate in meeting via the following:

Zoom link: <https://us06web.zoom.us/j/84189002424>

Meeting ID: 841 8900 2424

To address the Board of Directors during the virtual live session via zoom, please email the Clerk of the Board at hgould@valley-sanitary.org or, alternatively, during the specific agenda item or general comment period (i.e. non-agenda items), please use the "raise your hand" function in zoom in order to be recognized by the Clerk of the Board in order to provide comments in real time.

The Clerk of the Board will facilitate to the extent possible any email requests to provide oral testimony that are sent during the live meeting. Members of the public may provide Oral testimony in person or during the virtual live session and are limited to three minutes each. To address the Board in person please complete speaker request card located at in the Board Room and give it to the Clerk of the Board.

If you are unable to provide comments during the meeting, written public comments on agenda or non-agenda items may be submitted by email to the Clerk of the Board at hgould@valley-sanitary.org. Written comments must be received by the Clerk of the Board no later than 11:00 a.m. on the day of the meeting.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PLEDGE OF ALLEGIANCE**
4. **ADMINISTER OATH OF OFFICE - APPOINTED DIRECTOR**
Jacquelyn Barnum - appointed in lieu of election
Scott Sear - appointed in lieu of election

5. EMPLOYEE ANNIVERSARIES - DECEMBER

James Mills, Operations Supervisor – 16 years
Jimmy Garcia, Maintenance Technician I – 16 years
Ron Buchwald, District Engineer – 10 years
Karen Hopper, Accounting Analyst – 9 years
Hector Guzman, Development Services Tech III – 8 years

6. NEW EMPLOYEE INTRODUCTIONS

Mario Luna - Laboratory Technician-in-Training
Rebecca Salas - Laboratory Technician-in-Training

7. PUBLIC COMMENT

8. CONSENT CALENDAR

Consent calendar items are expected to be routine and noncontroversial, to be acted upon by the Board of Directors at one time, without discussion. If any Board member requests that an item be removed from the consent calendar, it will be removed so that it may be acted upon separately.

8.1 [Approve Board Meeting Minutes of November 22, 2022](#)

Recommendation: Approve

8.2 [Approve Warrants for December 13, 2022](#)

Recommendation: Approve

8.3 [Quarterly Investment Report for the Period Ending September 30, 2022](#)

Recommendation: Approve

8.4 [Approve Regular Meeting Schedule and Adopt District Observed Holidays for 2023](#)

Recommendation: Approve

9. PUBLIC HEARING

9.1 [Conduct a Public Hearing Regarding Valley Sanitary District's Intent to Adopt a Mitigated Negative Declaration for the Proposed Westward Ho Drive Sewer Siphon Replacement Project](#)

Recommendation: Approve

10. NON-HEARING ITEMS

10.1 [Adopt Resolution No. 2022-1172 Honoring Director Dennis Coleman for His Dedication and Service to Valley Sanitary District](#)

Recommendation: Approve

10.2 [Election of Board Officers for 2023](#)

Recommendation: Approve

10.3 [Appoint Directors and One Alternate to the East Valley Reclamation Authority Board of Directors for 2023](#)

Recommendation: Approve

10.4 [Appoint Two Directors to Budget & Finance, Operations, and Community Engagement](#)

Committees for 2023

Recommendation: Approve

- 10.5 Authorize the General Manager to Execute a Contract with Elevation Health to Provide an Employee Health and Wellness Program Services in an Amount Not to Exceed \$37,750 for a 12-Month Period

Recommendation: Approve

- 10.6 Authorize a Limited Study with Lystek to Determine the Feasibility of an Onsite Biosolids Solution in an Amount Not to Exceed \$20,000

Recommendation: Approve

- 10.7 Authorize the General Manager to Negotiate and Execute a Contract with the Selected Consultant for Communication and Outreach Services in an Amount Approved by the Board for a 12-Month Period with an Option for Two 12-Month Extensions

Recommendation: Approve

11. GENERAL MANAGER'S REPORT

- 11.1 Monthly General Managers Report - September 2022

Recommendation: Review

12. COMMITTEE REPORTS

- 12.1 Discuss Draft Minutes of the Operations Committee Meeting - December 6, 2022

Recommendation: Discuss

13. DIRECTOR'S ITEMS

14. INFORMATIONAL ITEMS

15. PUBLIC COMMENT

This is the time set aside for public comment on any item to be discussed in Closed Session. Please notify the Secretary at the beginning of the meeting if you wish to speak on a Closed Session item.

16. CONVENE IN CLOSED SESSION

13.1 Conference with Legal Counsel - Discussion to Consider Initiation of Litigation Pursuant to Government Code Section 54956.9 (d)(2) Under existing facts and circumstances, legal counsel believes that there is significant exposure to litigation

13.2 Public Employment Recruitment Pursuant to Government Code Section 54957 - Title: General Manager

17. CONVENE IN OPEN SESSION

18. ADJOURNMENT

POSTED December 8, 2022
Holly Gould
Clerk of the Board
Valley Sanitary District

PUBLIC NOTICE

In compliance with the Americans with Disabilities Act, access to the Board Room and Public Restrooms has been made. If you need special assistance to participate in this meeting, please contact Valley Sanitary District (760) 235-5400. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting (28 CFR 35.102-35.104 ADA TITLE II). All public records related to open session items contained on this Agenda are available upon request at the Administrative Office of Valley Sanitary District located at 45-500 Van Buren Street, Indio, CA 92201. Copies of public records are subject to fees and charges for reproduction.



Valley Sanitary District

DATE: December 13, 2022
TO: Board of Directors
FROM: Holly Gould, Clerk of the Board
SUBJECT: Approve Board Meeting Minutes of November 22, 2022

Suggested Action

Approve

Strategic Plan Compliance

GOAL 6: Improve Planning, Administration and Governance

Fiscal Impact

None

Environmental Review

This does not qualify as a project for the purposes of CEQA.

Background

The meeting minutes for the Board of Directors Meeting held November 22, 2022.

Recommendation

Approve

Attachments

[22 Nov 2022 Meeting Minutes.edited.docx](#)

**VALLEY SANITARY DISTRICT
MINUTES OF REGULAR BOARD MEETING**

November 22, 2022

A regular Board Meeting of the Governing Board of Valley Sanitary District (VSD) was held on Tuesday, November 22, 2022, at 45-500 Van Buren St., Indio, CA 92201.

1. CALL TO ORDER

President Sear called the meeting to order at 1:01 p.m.

2. ROLL CALL

Directors Present:

Debra Canero, Mike Duran, Scott Sear, William Teague

Directors Absent:

Dennis Coleman

Staff Present:

Beverli Marshall, Holly Gould, Jeanette Juarez, Ron Buchwald, Dave Commons, Mark Wiseman, Miguel Serna, and Craig Hayes, Best Best & Krieger

Guests Present:

Dr. Bruce Underwood, Healthy Futures

3. PLEDGE OF ALLEGIANCE

4. PUBLIC COMMENT

Please notify the Secretary in advance of the meeting if you wish to speak on a non-hearing item or any item not appearing on the agenda.

Dr. Bruce Underwood, Healthy Futures, Inc., gave public comment.

5. CONSENT CALENDAR

5.1 Approve Meeting Minutes of November 8, 2022

5.2 Approve Warrants for November 22, 2022

5.3 Approve Monthly Revenue & Expense Report for the Period Ending October 31, 2022

5.4 Receive and File Credit Card Report for October 31, 2022

ACTION TAKEN:

MOTION: Director Teague motioned to approve the consent calendar as presented. Director Duran seconded the motion. Motion carried by the following roll call vote:
AYES: Canero, Duran, Sear, Teague
NOES: None
MINUTE ORDER NO. 2022-3253

6. NON-HEARING ITEMS

6.1 Receive and File the Annual Comprehensive Financial Report (ACFR) for the Valley Sanitary District for the Fiscal Year Ending June 30, 2022

In accordance with the Generally Accepted Accounting Principles (GAAP) for State and Local governments, the District prepares an Annual Comprehensive Financial Report (ACFR) for the fiscal year. The purpose of the ACFR is to provide accountability for both the financial and operational information that is useful to the decision-makers of the District. Jonathan Foster, CPA, Davis Farr LLP, presented the audit results. The District's total net position increased \$9.4 million or 9.2% for the year ended June 30, 2022, from \$103.0 million to \$112.5 million. The variance is primarily due to an increase in sewer service revenue. In the fiscal year 2020/21, after properly conducting a noticed public and as allowed by Proposition 218, the District adopted a rate increase schedule that will continue through the fiscal year 2025/26. The rate increase will fund capital improvement projects, repairs, and rehabilitation of the District's collection and system infrastructure and equipment.

ACTION TAKEN:

MOTION: Director Duran motioned to receive and file the Annual Comprehensive Financial Report (ACFR) for the Valley Sanitary District for the fiscal year ending June 30, 2022. Vice President Canero seconded the motion. Motion carried by the following roll call vote:
AYES: Canero, Duran, Sear, Teague
NOES: None
MINUTE ORDER NO. 2022-3254

6.2 Authorize the General Manager to Execute a Professional Services Contract with Leighton Consulting, Inc. for Third-Party Inspection Services for the Recycled Water Project – Phase I in an Amount Not to Exceed \$152,000

The Recycled Water Project - Phase 1 requires geotechnical and materials testing and special inspection services. This is to confirm that all earthwork and compaction efforts are met and that concrete, steel rebars, welding, anchoring, etc., all meet the design specifications. On September 27, 2022, staff released a Request for Proposal (RFP) to provide the required testing and special

inspections for the Recycled Water Project - Phase 1. On November 3, VSD received six proposals from consultants specializing in this work. A committee reviewed the six proposals and scored them per the scoring criteria in the RFP. Leighton Consulting scored the highest of the six proposals. Leighton Consulting has several offices in southern California, including one in Palm Desert. Leighton Consulting also provided the geotechnical work needed to design this project, so they are familiar with VSD's plant and this project. Leighton Consulting also offered a competitive price for this three-year project. However, not all consultants provided a total cost because it is based on assumptions of the actual work needed and not on anything quantifiable. Leighton Consulting's proposal (as are the other five proposals) is based on assumptions of the required testing and inspection work throughout the three-year project. The amount of work needed is not quantifiable, and cannot anticipate changes in work or if additional testing is necessary. Leighton Consulting's proposed cost is \$126,800. Staff recommends adding a 20% contingency to cover unanticipated costs and to account for the increase in prevailing wages during the contract term. If additional fees are needed to complete the testing and inspection work, staff will seek authorization from the Board. Director Duran was concerned that this did not go before the Operations Committee. The Board discussed the CEQA process.

ACTION TAKEN:

MOTION:

Director Teague motioned to authorize the General Manager to execute a Professional Services Contract with Leighton Consulting, Inc. for Third-Party Inspection Services for the Recycled Water Project – Phase I in an amount not to exceed \$152,000. Vice President Canero seconded the motion. Motion carried by the following roll call vote:

AYES: Canero, Sear, Teague

NOES: Duran

MINUTE ORDER NO. 2022-3255

6.3 Adopt Resolution No. 2022-1172 Honoring Director Dennis Coleman for His Dedication and Service to Valley Sanitary District

Due to Secretary/Treasurer Coleman's absence, President Sear directed staff to move this item to the Board Meeting on December 13, 2022.

6.4 Adopt Valley Sanitary District Legislative Advocacy Guidelines

Townsend Public Affairs recommends that the District discuss and adopt Legislative Advocacy Guidelines that can be used as a guide for the Board, staff, and consultants regarding taking positions on current or future legislative issues that could impact the District's operations. Based on the water and wastewater industry, District projects, and local issues, the consultant has created Guidelines for the Board's consideration. The document was presented to the Community Engagement Committee. The Committee agreed with the draft language. Legislative Guidelines are an essential advocacy tool to offer and deliver to elected officials who represent the VSD service area locally, in Sacramento and Washington D.C. Sharing policy statements and positions on common legislative, and regulatory issues

with elected officials help to shape elected official's policy decisions and positions VSD to be a leader in the community for legislative and regulatory topics.

ACTION TAKEN:

MOTION: Vice President Canero motioned to adopt Valley Sanitary District Legislative Advocacy Guidelines. Director Teague seconded the motion. Motion carried by the following roll call vote:

AYES: Canero, Duran, Sear, Teague

NOES: None

MINUTE ORDER NO. 2022-3256

6.5 Discuss the Annual Employee Performance Bonus, Approve Amount, and Authorize the General Manager to Implement the Program for 2022

It has been a long-standing tradition of the District to award an annual employee performance bonus via gift cards to all employees in December of each year for \$200 each. The annual employee performance bonus aims to engage employees, increase collaboration, and motivate employees to increase overall productivity. This year Valley Sanitary District employees continued to emulate what it means to be an essential worker. The staff's commitment and continued ability to deliver high-quality results allow the District to progress and succeed. This team understands the critical nature of the service it provides and the community it serves. The District's mission is clear, to serve the City of Indio and the surrounding communities by collecting, treating, and recycling wastewater to ensure a healthy environment and sustainable water supply. The continued dedication and forethought of this team are commendable.

ACTION TAKEN:

MOTION: Vice President Canero motioned to approve the amount and authorize the General Manager to implement the Employee Performance Bonus Program for 2022. Director Teague seconded the motion. Motion carried by the following roll call vote:

AYES: Canero, Duran, Sear, Teague

NOES: None

MINUTE ORDER NO. 2022-3257

7. **GENERAL MANAGER'S ITEMS**

Beverli Marshall, General Manager, informed the Board that the plant is on complete bypass. During this, the maintenance staff will be on standby. The Annual Holiday Luncheon will be on December 7, 2022, and will be catered by CV BBQ.

8. COMMITTEE REPORTS

- 8.1 Discuss Draft Minutes of November 15, 2022, Regular Community Engagement Committee Meeting

Chairperson Scott Sear reported in the Community Engagement Committee meeting on November 15, 2022. They discussed the proposals for the Communication and Outreach Services Request for Proposals, the District's participation in the Annual Tamale Festival, and the final update from CV Strategies.

9. DIRECTOR'S ITEMS

Director Duran requested an update on Fantasy Springs. Ms. Marshall stated that she had received the signed agreement. Ms. Marshall also noted that the project at CV History Museum is nearly complete. Staff is just waiting on the delivery of the signage. Vice President Canero suggested offering the museum docents a tour of the VSD facilities. Director Teague thanked Dr. Underwood for his interest in the community. President Sear and Director Teague thanked Secretary/Treasurer Coleman for his years of service to the District and his guidance and financial expertise. President Sear presented the fourth-grade teacher and her class with a \$500 gift card for winning the Water Bear Naming contest. President Sear thanked District staff members Scott Graham and Ed Luna for the opportunity to shadow them.

10. INFORMATIONAL ITEMS

The CASA Winter Conference will be held in Palm Springs from January 25 -27, 2023.

11. PUBLIC COMMENT

Please notify the Clerk of the Board in advance of the meeting if you wish to speak on an item to be discussed in Closed Session.

None.

President Sear called for a short recess at 2:08 p.m. The Board of Directors reconvened at 2:14 p.m. Roll call was taken. Directors Canero, Duran, Sear, and Teague were present.

12. CONVENE IN CLOSED SESSION

Items discussed in Closed Session comply with the Ralph M. Brown Act.

- 12.1 Conference with Legal Counsel – Discussion to Consider Initiation of Litigation Pursuant Government Code Section 54956.9 (d)(2) Under existing facts and circumstances, legal counsel believes that there is significant exposure to litigation.
- 12.2 Public Employment Recruitment
Pursuant to Government Code Section 54957

Title: General Manager

The Board adjourned to Closed Session at 2:14 p.m.

13. CONVENE IN OPEN SESSION

Report out on Closed Session items

The Board reconvened in open session at 2:47 p.m. President Sear stated there was nothing to report.

14. ADJOURNMENT

There being no further business to discuss, the meeting adjourned at 2:46 p.m. The next regular Board meeting will be on December 13, 2022.

Respectfully submitted,

Holly Gould, Clerk of the Board
Valley Sanitary District



Valley Sanitary District

DATE: December 13, 2022
TO: Board of Directors
FROM: Jeanette Juarez, Chief Administrative Officer
SUBJECT: Approve Warrants for December 13, 2022

Suggested Action

Approve

Strategic Plan Compliance

GOAL 5: Long-Term Financial Strength

Fiscal Impact

The total charges incurred for the warrants from October 31, 2022, through November 14, 2022, are \$411,106.75.

Environmental Review

This does not qualify as a project for the purposes of CEQA.

Background

The attached warrants list shows all disbursements from November 15, 2022, through December 6, 2022.

Recommendation

Staff recommends that the Board of Directors approve the warrants for December 13, 2022.

Attachments

[list of bill 12-13-2022.pdf](#)

DISBURSEMENTS
Approved at the Board Meeting of
December 13, 2022

41053 Alliance Protection	Fire alarm monitoring - 12/01/2022-02/28/2022	\$617.97
41054 Caltest Analytical Laboratory	Weekly samples - 11/16/2022	\$353.40
41055 E.S. Babcock & Sons, Inc.	Cyanide Study - VSD WWTP	\$158.76
41056 Fisher Scientific	Cleaning solution	\$99.55
41057 Grainger	Ratchet cordless	\$248.23
41057 Grainger	Chemical metering pump	\$633.33
41057 Grainger	LED bulb	\$45.65
41057 Grainger	Pump	\$106.88
41057 Grainger	Emergency light	\$193.02
41057 Grainger	Storage clipboard	\$169.13
41057 Grainger	Pipe cement	\$202.74
41058 Hach Company	Temp sensor	\$260.45
41059 High Tech Irrigation Inc.	Sch-40 pvc pipe, slip cap	\$1,276.06
41060 Parkhouse Tire Services, Inc.	Road service, tires, balancing - vactor 04A	\$1,355.61
41061 Plumbers Depot Inc.	Track assembly round cleat for ultra shorty 3	\$1,054.80
41062 Safety-Kleen Systems, Inc.	Parts washer services - 11/14/2022	\$216.73
41063 Tops 'N Barricades Inc.	Paint green marking, wood stake	\$170.30
41064 United Refrigeration Inc.	spider box bearing	\$44.82
41065 United Way of the Desert	PR 10/28/2022 - 11/10/2022 PD 11/18/2022	\$20.00
41066 Badger Meter, Inc	Gas phase sulfite sensor	\$340.13
41066 Badger Meter, Inc	CL2 membrane, pump drive, pump head assy	\$496.76
41067 Beck Oil, Inc.	Shell corena S4	\$622.48
41068 Best, Best & Krieger	General legal services - October 2022	\$4,295.20
41068 Best, Best & Krieger	Legal Services - Labor - October 2022	\$828.80
41069 Blackbaud, Inc.	FE NXT renewal - 12/20/2022-12/19/2023	\$18,521.20
41070 Caltest Analytical Laboratory	Weekly samples - 11/16/2022	\$383.40
41070 Caltest Analytical Laboratory	Cyanide study - 11/19/2022	\$489.24
41070 Caltest Analytical Laboratory	Weekly samples - 11/30/2022	\$383.40
41071 Carollo Engineering, Inc	RW Master Plan Services - EVRA - Oct 2022	\$5,002.05
41072 Cintas Corp	First aid replenishment - 11/22/2022	\$645.74
41072 Cintas Corp	Uniforms, mats, towels, etc - 11/17/2022	\$567.20
41072 Cintas Corp	Uniforms, mats, towels etc - 11/25/2022	\$485.79
41073 Cole-Parmer	Thermometer type K	\$80.88
41074 D & H Water Systems	Sensor CTE	\$1,796.08
41075 Daniels Tire Service, Inc.	Valve stem, dismount and mount of tires	\$82.31
41076 Desert Hose & Supply	Lower mount liquid gauge	\$107.88
41077 DLT Solutions, LLC	AutoCAD Renewal - 1/19/2023-1/18/2024	\$1,400.37
41078 Dudek & Associates, Inc.	Plant watermain replacement Ph 2 - Oct 2022	\$5,945.00
41079 Ferguson Enterprises #1350	Black steel parts	\$32.18
41079 Ferguson Enterprises #1350	Black S40 pipe, elbows, tee, union joints	\$263.96
41079 Ferguson Enterprises #1350	Gas shutoff valve	\$646.42
41079 Ferguson Enterprises #1350	Black steel parts, union joint	\$190.31
41080 Foster-Gardner, Inc.	Calcium Hypochlorite	\$2,093.44
41081 Goldstreet Design Agency, Inc	Wastewater marketing content	\$5,681.19
41082 Grainger	Reducing bushing	\$12.31
41082 Grainger	Union check valve, reducing bushing, coupling	\$58.52
41082 Grainger	Replacement tube kit	\$131.05
41082 Grainger	Cord reel	\$1,150.94
41082 Grainger	Hard hats, batteries, instant adhesive	\$196.90
41083 Haaker Equipment Company	Gear oil, fluids, other parts and labor Vactor 2110	\$3,398.61
41084 Hach Company	Solutions	\$176.77
41085 Harris & Associates	PADM Coll Sys PH 4 - 10/2/2022-10/29/2022	\$16,825.50
41086 Howden Roots LLC	Cork and rubber gaskets	\$172.73
41087 Jeanette Juarez	CALPELRA conference reimbursement - 2022	\$178.77
41088 JM Test Systems, Inc	Rubber glove testing	\$25.00
41089 Linde Gas & Equipment Inc.	Tank rental - 10/20/2022-11/20/2022	\$147.70
41090 Master's Refreshment Services LLC	Water Delivery - 11/14/2022	\$375.00
41091 Michele Austin	2022/23 Sewer Service refund - 42354 Bridges Ct - water l	\$1,426.70

41092 MidAmerica	Q3 Admin Fee 2022	\$225.00
41093 Mobile Modular Managment Corp	Trailer rental - 11/08/2022-12/07/2022	\$655.15
41094 Polydyne, Inc.	Polymer delivery - 11/23/2022	\$4,271.63
41095 Riverside County Clerk	NOD - WW Ho Final intial study Filing Fee	\$2,598.00
41096 SC Fuels	Fuel delivery - 11/16/2022	\$5,665.07
41097 Southwest Networks, Inc.	Prodesk 600 Mini, monitors	\$1,470.52
41097 Southwest Networks, Inc.	Sangoma Phone	\$361.14
41097 Southwest Networks, Inc.	Guardian IT Managed, Cyber training, office 365 - MAR 20	\$3,359.00
41098 United Way of the Desert	PR 11/11/2022 - 11/24/2022 PD 12/02/2022	\$20.00
41099 Univar Solutions	Sodium Hypo delivery - 11/15/2022	\$13,938.81
41100 USA Blue Book	Hach Nitrate TNT+	\$372.08
41101 Valley Office Equipment, Inc	Sharp Copier maintenance - 10/13/2022-11/12/2022	\$95.43
2212101 City of Coachella	Water - November 2022	\$51.47
20221209 CalPERS Retirement	PR 11/11/2022 - 11/24/2022 PD 12/02/2022	\$22,839.53
202211221 CalPERS Health	Health insurance - December 2022	\$47,627.38
202211222 Basic	Payment deducted - 11/22/2022	\$208.33
202211223 CalPERS Retirement	Payroll fee	\$200.00
202211281 Colonial Life	PR 10/14/2022 - 10/27/2022 PD 11/04/2022	\$974.58
202211281 Colonial Life	PR 10/28/2022 - 11/10/2022 PD 11/18/2022	\$974.58
202211291 Imperial Irrigation District	Electricity - October 2022	\$50,885.86
202211292 Indio Water Authority	Water - October 2022	\$491.78
202211293 Basic	Payment deducted - 11/22/2022	\$208.33
202211301 Domino Solar LTD	Electricity - October 2022	\$9,834.43
202211302 De Lage Landen Financial Services, Inc	Sharp copier lease - November 2022	\$212.07
202211303 Standard Insurance Company	Dental and vision insurance - December 2022	\$4,200.88
202211304 Cintas Corp	Uniforms, mats, towels, etc - 11/10/2022	\$473.66
202212011 Standard Insurance Company	Life and disability insurance - December 2022	\$1,676.06
202212021 FedEx	Shipping charges - 11/17/2022	\$194.32
202212021 FedEx	New charges - 11/22/2022	\$214.86
202212022 Paychex - Direct Deposit	PR 11/11/2022 - 11/24/2022 PD 12/02/2022	\$97,497.91
202212023 Paychex - Garnishment	PR 11/11/2022 - 11/24/2022 PD 12/02/2022	\$210.46
202212024 Paychex - Tax	PR 11/11/2022 - 11/24/2022 PD 12/02/2022	\$46,498.93
202212025 Empower (formerly Mass Mutual)	PR 11/11/2022 - 11/24/2022 PD 12/02/2022	\$10.00
202212026 Mission Square (ICMARC / Vantage Point)	PR 11/11/2022 - 11/24/2022 PD 12/02/2022	\$1,570.00
202212027 Nationwide Retirement Solution	PR 11/11/2022 - 11/24/2022 PD 12/02/2022	\$1,813.00
202212028 CalPERS 457	PR 11/11/2022 - 11/24/2022 PD 12/02/2022	\$1,070.00
202212041 Verizon Wireless	Cell phones - November 2022	\$1,011.21
202212051 Indio Water Authority	Water -October 2022	\$1,160.01
202212052 Imperial Irrigation District	Electricity - October 2022	\$526.68
202212101 Burrtec Waste & Recycling Svcs	Trash srvice - December 2022	\$256.84
202212102 Burrtec Waste & Recycling Svcs	Grit removal - November 2022	\$1,073.68
202212103 SPOK, Inc.	Pager service - December 2022	\$24.87
202212111 Purchase Power	new charges - 11/10/2022	\$4.80
202212131 Spectrum (formerly Time Warner)	Telephone service - December 2022	\$1,193.07
	Total	\$411,106.75



Valley Sanitary District

DATE: December 13, 2022
TO: Board of Directors
FROM: Jeanette Juarez, Chief Administrative Officer
SUBJECT: Quarterly Investment Report for the Period Ending September 30, 2022

Suggested Action

Approve

Strategic Plan Compliance

GOAL 5: Long-Term Financial Strength

Fiscal Impact

There is no fiscal impact from this report.

Environmental Review

This is not a project as defined by the California Environmental Quality Act (CEQA).

Background

The State of California Government Code section 53646(b) requires agencies to present to the Board of Directors a report of their investments on at least a quarterly basis.

As of September 30, 2022, the District has:

- \$58.2 million invested in the Local Agency Investment Fund (LAIF)
- \$1.04 million invested in CalTRUST
- \$64.2 million invested in Bank of America

Recommendation

Staff recommends that the Board review and accept the Quarterly Investments Report for the period ending September 30, 2022.

Attachments

[8.2 Attachment A Quarterly Investment Report.pdf](#)

[8.2 Attachment B LAIF Quarterly Report_Redacted.pdf](#)

8.2 Attachment C CALTRUST Statement September_Redacted.pdf
8.2 Attachment D Bank of America_Redacted.pdf

CALTRUST

Quarter	As of	Total Shares Owned	Portfolio Value	Variance	Variance (%)
Q1	3/31/2022	107,060.525	\$ 1,063,111.01		
Q2	6/30/2022	107,331.068	\$ 1,057,211.02	\$ (5,899.99)	-0.55%
Q3	9/30/2022	107,752.987	\$ 1,041,971.38	\$ (15,239.64)	-1.44%

LAIF

Quarter	As of	Ending Balance	Interest Rate	Interest Earned	Variance
Q1	3/31/2022	\$ 56,497,486.68	0.32%	\$ 42,560.42	
Q2	6/30/2022	\$ 61,185,047.10	0.75%	\$ 106,285.31	\$ 63,724.89
Q3	9/30/2022	\$ 58,241,332.41	1.35%	\$ 188,436.06	\$ 82,150.75

Bank of America

Quarter	As of	Ending Balance	Interest Rate	Interest Earned	Variance
Q2	6/30/2022	\$ 71,006,548.56	0.01%	\$ 6,548.56	\$ 6,548.56
Q3	9/30/2022	\$ 64,234,410.66	0.14%	\$ 96,429.97	\$ 89,881.41



BETTY T. YEE

California State Controller

LOCAL AGENCY INVESTMENT FUND
REMITTANCE ADVICE

Agency Name VALLEY SANITARY DISTRICT

Account Number [REDACTED]

As of 10/14/2022, your Local Agency Investment Fund account has been directly credited with the interest earned on your deposits for the quarter ending 09/30/2022.

Earnings Ratio		.00003699565555327
Interest Rate		1.35%
Dollar Day Total	\$	5,093,464,587.38
Quarter End Principal Balance	\$	58,241,332.41
Quarterly Interest Earned	\$	188,436.06



CalTRUST
 PO Box 2709
 Granite Bay, CA 95746
 www.caltrust.org
 Email: admin@caltrust.org
 Fax: 402-963-9094
 Phone: 833-CALTRUST (225-8787)

Investment Account Summary

09/01/2022 through 09/30/2022

SUMMARY OF INVESTMENTS

Fund	Account Number	Total Shares Owned	Net Asset Value per Share on Sep 30 (\$)	Value on Sep 30 (\$)	Average Cost Amount (\$)	Cumulative Change in Value (\$)
VALLEY SANITARY DISTRICT	██████████					
CalTRUST Medium Term Fund	██████████	107,752.987	9.67	1,041,971.38	1,088,730.97	(46,759.59)
Portfolios Total value as of 09/30/2022				1,041,971.38		

DETAIL OF TRANSACTION ACTIVITY

Activity Description	Activity Date	Amount (\$)	Amount in Shares	Balance in Shares	Price per Share (\$)	Balance (\$)	Average Cost Amt (\$)	Realized Gain/(Loss) (\$)
		VALLEY SANITARY DISTRICT					Account Number: ██████████	
Beginning Balance	09/01/2022			107,590.006	9.81	1,055,457.96		
Accrual Income Div Reinvestment	09/30/2022	1,576.03	162.981	107,752.987	9.67	1,041,971.38	0.00	0.00
Change in Value						(15,062.61)		
Closing Balance as of	Sep 30			107,752.987	9.67	1,041,971.38		

Please note that this information should not be construed as tax advice and it is recommended that you consult with a tax professional regarding your account.

Bank of America, N.A.
135 S. LaSalle Street, Suite 1840 Chicago, IL 60603

TEMP-RETURN SERVICE REQUESTED

2022 OCT 11 3:39 PM

MB 01 001254 35139 H 4 A



VALLEY SANITARY DISTRICT
ATTN: BUSINESS SERVICES MANAGER
45500 VAN BUREN STREET
INDIO CA 92201

Account Number [REDACTED]
Statement Period 09/01/2022 through 09/30/2022
Account Title VALLEY SANITARY DISTRICT
BANC OF AMERICA PUBLIC CAPITAL CORP
VALLEY SANITARY DIST BAPCC ESCROW

ADMINISTRATIVE OFFICER [REDACTED]	GCAS CLIENT SERVICE. GCAS AMPB ESCROW CLIENT SERVICE [REDACTED]
ALTERNATE CONTACT [REDACTED]	GCAS CLIENT SERVICE. GCAS AMPB ESCROW CLIENT SERVICE [REDACTED]

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For further information about the compensation provided by the FSCS, refer to the FSCS website at www.FSCS.org.uk

PARTICIPATING PORTFOLIOS

PORTFOLIO NUMBER	PORTFOLIO NAME
[REDACTED]	VALLEY SANITARY DIST BAPCC ESCROW

PARTICIPATING PORTFOLIOS

PORTFOLIO NUMBER	PORTFOLIO NAME
------------------	----------------



CASH AND EQUIVALENTS

64,156,871.15	GOLDMAN SACHS FIN SQUARE #467 GOVERNMENT - SERVICE 467	64,156,871.15	64,156,871.15	1,547,529.49
TOTAL CASH AND EQUIVALENTS		64,156,871.15	64,156,871.15	1,547,529.49

TRANSACTION SUMMARY

DESCRIPTION	INCOME CASH	PRINCIPAL CASH	COST
BEGINNING BALANCE	0.00	0.00	71,100,441.58
DIVIDENDS	0.00	0.00	0.00
INTEREST	0.00	96,429.97	0.00
OTHER INCOME	0.00	0.00	0.00
RECEIPTS & DEPOSITS	0.00	0.00	0.00
SALES & DISPOSITIONS	0.00	6,943,570.43	-6,943,570.43
INTRA ACCOUNT TRANSFERS	0.00	0.00	0.00
DISTRIBUTIONS & WITHDRAWALS	0.00	-7,040,000.40	0.00
PURCHASES & ACQUISITIONS	0.00	0.00	0.00
FEES & EXPENSES	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00
ENDING BALANCE	0.00	0.00	64,156,871.15

TRANSACTION DETAIL

DATE	DESCRIPTION	INCOME CASH	PRINCIPAL CASH	COST
	BEGINNING BALANCE	0.00	0.00	71,100,441.58
09/01/22	WIRE SENT TO VALLEY SANITARY DISTRICT [REDACTED]		-7,040,000.40	
09/01/22	INTEREST PAYMENT PAYABLE 09/01/22 GOLDMAN SACHS FIN SQUARE #467 GOVERNMENT - SERVICE 467		96,429.97	

Please visit the web address <https://business.bofa.com/en-us/content/gcas-client-disclaimer.html> for important legal information and regulatory disclosures regarding this statement or report.

TRANSACTION DETAIL (continued)

DATE	DESCRIPTION	INCOME CASH	PRINCIPAL CASH	COST
09/01/22	SWEEP REDEMPTION 6,943,570.43 SHARES TRADE 09/01/22 GOLDMAN SACHS FIN SQUARE #467 GOVERNMENT - SERVICE 467		6,943,570.43	-6,943,570.43
	ENDING BALANCE	0.00	0.00	64,156,871.15

Please visit the web address <https://business.bofa.com/en-us/content/gcas-client-disclaimer.html> for important legal information and regulatory disclosures regarding this statement or report.

██████

01/OCT/2022

CA

VALLEY SANITARY DISTRICT

09/01/2022 thru 09/30/2022





Valley Sanitary District

DATE: December 13, 2022
TO: Board of Directors
FROM: Beverli A. Marshall
SUBJECT: Approve Regular Meeting Schedule and Adopt District Observed Holidays for 2023

Suggested Action

Approve

Strategic Plan Compliance

GOAL 6: Improve Planning, Administration and Governance

Fiscal Impact

The cost of the recommended schedule is included in the adopted Budget for Fiscal Year 2022-23 and will be included in the proposed Budget for FY 2023-24.

Environmental Review

This is not a project for the purposes of CEQA.

Background

The regular meeting schedule for 2023 (Attachment A) includes all regular board and committee meetings. In addition to approving the regular meeting schedule, staff asks that the Board approve the list of District observed holidays for 2023 (Attachment B).

Recommendation

Staff recommends that the Board of Directors approve the Regular Meeting Schedule and adopt District Observed Holidays for 2023.

Attachments

[Attachment A Regular Meeting Schedule 2023.pdf](#)
[Attachment B Holiday List 2023.pdf](#)



VSD

**REGULAR MEETING SCHEDULE
2023**

<u>Day</u>	<u>Meeting Date</u>	<u>Meeting Time</u>	<u>Meeting Type</u>
Tuesday	January 3	1:00 p.m.	Budget & Finance
Tuesday	January 10	1:00 p.m.	Board of Directors
Tuesday	January 17	1:00 p.m.	Community Engagement
Tuesday	January 24	1:00 p.m.	Board of Directors
Tuesday	February 7	1:00 p.m.	Operations
Tuesday	February 14	1:00 p.m.	Board of Directors
Tuesday	February 28	1:00 p.m.	Board of Directors
Tuesday	March 7	1:00 p.m.	Budget & Finance
Tuesday	March 14	1:00 p.m.	Board of Directors
Tuesday	March 21	1:00 p.m.	Community Engagement
Tuesday	March 28	1:00 p.m.	Board of Directors
Tuesday	April 4	1:00 p.m.	Operations
Tuesday	April 11	1:00 p.m.	Board of Directors
Tuesday	April 25	1:00 p.m.	Board of Directors
Tuesday	May 2	1:00 p.m.	Budget & Finance
Tuesday	May 9	1:00 p.m.	Board of Directors
Tuesday	May 16	1:00 p.m.	Community Engagement
Tuesday	May 23	1:00 p.m.	Board of Directors
Tuesday	June 6	1:00 p.m.	Operations
Tuesday	June 13	1:00 p.m.	Board of Directors
Tuesday	June 27	1:00 p.m.	Board of Directors
Tuesday	July 4	1:00 p.m.	Budget & Finance
Tuesday	July 11	1:00 p.m.	Board of Directors
Tuesday	July 18	1:00 p.m.	Community Engagement
Tuesday	July 25	1:00 p.m.	Board of Directors
Tuesday	August 1	1:00 p.m.	Operations
Tuesday	August 8	1:00 p.m.	Board of Directors
Tuesday	August 22	1:00 p.m.	Board of Directors
Tuesday	September 5	1:00 p.m.	Budget & Finance
Tuesday	September 12	1:00 p.m.	Board of Directors

Tuesday	September 19	1:00 p.m.	Community Engagement
Tuesday	September 26	1:00 p.m.	Board of Directors
Tuesday	October 3	1:00 p.m.	Operations
Tuesday	October 10	1:00 p.m.	Board of Directors
Tuesday	October 24	1:00 p.m.	Board of Directors
Tuesday	November 7	1:00 p.m.	Budget & Finance
Tuesday	November 14	1:00 p.m.	Board of Directors
Tuesday	November 21	1:00 p.m.	Community Engagement
Tuesday	November 28	1:00 p.m.	Board of Directors
Tuesday	December 5	1:00 p.m.	Operations
Tuesday	December 12	1:00 p.m.	Board of Directors
Tuesday	December 26	1:00 p.m.	Board of Directors



VSD
HOLIDAY LIST 2023

JANUARY

Monday	January 2, 2023 †	New Year's Day (Observed)
Monday	January 16, 2023	Martin Luther King Jr. Day

FEBRUARY

Monday	February 20, 2023	Presidents' Day
--------	-------------------	-----------------

MARCH

Friday	March 31, 2023	César Chávez Day
--------	----------------	------------------

MAY

Monday	May 29, 2023	Memorial Day
--------	--------------	--------------

JUNE

Monday	June 19, 2023	Juneteenth
--------	---------------	------------

JULY

Tuesday	July 4, 2023	Independence Day
---------	--------------	------------------

SEPTEMBER

Monday	September 4, 2023	Labor Day
--------	-------------------	-----------

NOVEMBER

Friday	November 10, 2023 †	Veterans Day (observed)
Thursday	November 23, 2023	Thanksgiving Day
Friday	November 24, 2023	Native American Heritage Day

DECEMBER

Friday	December 22, 2023 †	Christmas Eve (observed)
Tuesday	December 26, 2023 †	Christmas Day (observed)
Friday	December 29, 2023 †	New Year's Eve (observed)

† When a holiday falls on a Saturday or a Sunday, the District will observe the holiday on the preceding Friday or following Monday, respectively.



Valley Sanitary District

DATE: December 13, 2022
TO: Board of Directors
FROM: Ron Buchwald, PE
SUBJECT: Conduct a Public Hearing Regarding Valley Sanitary District's Intent to Adopt a Mitigated Negative Declaration for the Proposed Westward Ho Drive Sewer Siphon Replacement Project

Suggested Action

Approve

Strategic Plan Compliance

GOAL 3: Excellent Facilities

Fiscal Impact

There is no fiscal impact with the adoption of the MND.

Environmental Review

This staff report is the environmental review required to meet the CEQA guidelines for the Westward Ho Drive Sewer Siphon Replacement Project.

Background

To meet the regulatory requirements of the California Environmental Quality Act (CEQA), an Initial Study-Mitigated Negative Declaration for the Westward Ho Drive Sewer Siphon Replacement Project was developed and distributed. A Notice of Availability / Notice of Intent to adopt a Mitigated Negative Declaration was distributed through the State Clearinghouse to other agencies for their review and comment. The public review period started on October 11 and ended on November 10, 2022. The District received one comment letter from the California Department of Fish and Wildlife (CDFW). A letter response addressing CDFW's comments was sent on November 16, 2022.

Valley Sanitary District, as a lead CEQA agency, is required per AB52 to notify Native American Tribes that have requested consultation on proposed discretionary projects. Notices were sent to the local Native American Tribes on July 19, 2022. No responses or requests for consultation were received within the 30-day response period which concluded on August 18, 2022.

A Notice of Public Hearing was duly noticed in The Desert Sun, a newspaper of general circulation on December 2 and 7, 2022. The Initial Study - Mitigated Negative Declaration is included for your review.

Recommendation

Staff recommends that the Board of Directors conduct a public hearing regarding Valley Sanitary District's intent to adopt a Mitigated Negative Declaration for the proposed Westward Ho Drive Sewer Siphon Replacement Project and adopt said MND after close of the public hearing.

Attachments

[Public Hearing Notice Adopt MND Westward Ho Sewer Siphon.pdf](#)

[Final Initial Study w edits in tracked change.pdf](#)

[IS MND MMRP.pdf](#)

[CDFW Comment letter_MND_WestwardHoSewerSiphon.pdf](#)

[CDFW Response to Comments Letter signed.pdf](#)

VALLEY SANITARY DISTRICT

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on Tuesday, the 13th day of December 2022, at 1:00 PM at the regular meeting place of the Governing Board of the Valley Sanitary District, 45-500 Van Buren Street, Indio, California, said Board will hold a public hearing regarding the Valley Sanitary District's intent to adopt a Mitigated Negative Declaration for the proposed Valley Sanitary District Westward Ho Drive Sewer Siphon Replacement Project. The Board will consider written and public comments. Written comments should be addressed to Clerk of the Board, Valley Sanitary District, 45-500 Van Buren Street, Indio, CA 92201. Your letter must identify the property you own by service address, signed by the owner of record, and be received prior to the close of the Public Hearing on December 13, 2022. After completion of the Public Hearing, the Board may vote to adopt said Mitigated Negative Declaration. If you would like more information about the proposed Mitigated Negative Declaration, please call 760-238-5400. The information is also posted on the Valley Sanitary District website at www.valley-sanitary.org.

BY ORDER OF THE BOARD OF DIRECTORS
OF THE VALLEY SANITARY DISTRICT

Beverli A. Marshall, General Manager

Published 12/02/2022, 12/07/2022

VALLEY SANITARY DISTRICT

Westward Ho Drive Siphon Replacement Project Final Initial Study-Mitigated Negative Declaration

Prepared by:



December 2022

TABLE OF CONTENTS

	Page
Initial Study	
1. Project title.....	1
2. Lead agency name and address	1
3. Contact person and phone number	1
4. Project location	1
5. Project sponsor’s name and address	1
6. General plan designation	1
7. Zoning.....	3
8. Description of project	3
9. Surrounding land uses and setting.....	4
10. Other public agencies whose approval is required.....	4
11. Tribal Consultation	4
Environmental Factors Affected	6
Determination.....	7
Environmental Checklist.....	8
Discussion	
I. Aesthetics	8
II. Agricultural and Forest Resources	10
III. Air Quality	12
IV. Biological Resources	19
V. Cultural Resources.....	25
VI. Energy	29
VII. Geology and Soils	30
VIII. Greenhouse Gas Emissions	33
VIX. Hazards and Hazardous Materials	35
X. Hydrology and Water Quality	37
XI. Land Use and Planning.....	40
XII. Mineral Resources	41
XIII. Noise.....	42
XIV. Population and Housing.....	50

XV. Public Services.....	51
XVI. Recreation	52
XVII. Transportation.....	53
XVIII. Tribal Cultural Resources	55
XIX. Utilities and Service Systems	57
XX. Wildfire	59
XXI. Mandatory Findings of Significance	61
References	63

List of Figures

Figure 1: Vicinity Map.....	2
Figure 2: Site Plan.....	4

List of Tables

Table 1: SCAQMD Air Quality Significance Thresholds	13
Table 2: Estimated Maximum Daily Construction Emissions.....	15
Table 3: SCAQMD LSTs for Construction.....	16
Table 4: On-site Construction Emissions.....	16
Table 5: Estimated Greenhouse Gas Emissions.....	34
Table 6: Typical Construction Equipment Noise Levels	45
Table 7: Typical Vibration Source Levels for Construction Equipment.....	48

Appendices

Appendix A – CalEEMod 2020.4.0 Summer/Annual Output Files [- under separate cover](#)

Appendix B – Biological Resource Assessment [- under separate cover](#)

Appendix C – Cultural Resource Report [- under separate cover](#)

[Appendix D – Response to Comments](#)

INITIAL STUDY

1. Project title:

Westward Ho Siphon Replacement Project

2. Lead agency name and address:

Valley Sanitary District
45500 Van Buren Street
Indio, CA 92201

3. Contact person and phone number:

Ron Buchwald, PE
Engineering Services Manager
Valley Sanitary District
(760) 238-5400

4. Project location:

The project alignment is located within existing public right of way (ROW) of Westward Ho Drive on the west end and terminates on the Indio Water Authority (IWA) Plant No. 4 site located proximal to the western termination of Avenue 46 on the east end. The distance is approximately 1,130 feet. The Westward Ho Siphon Replacement Project would replace an existing sewer siphon (pipeline) that has been structurally compromised from erosion within the Coachella Valley Stormwater Channel (CVSC). The project location is shown in Figure 1.

5. Project sponsor's name and address:

Valley Sanitary District
45500 Van Buren Street
Indio, CA 92201

6. General Plan designation:

Street corridors and CVSC do not have a designated land use within the General Plan. The eastern terminus is located on land designated Residential.

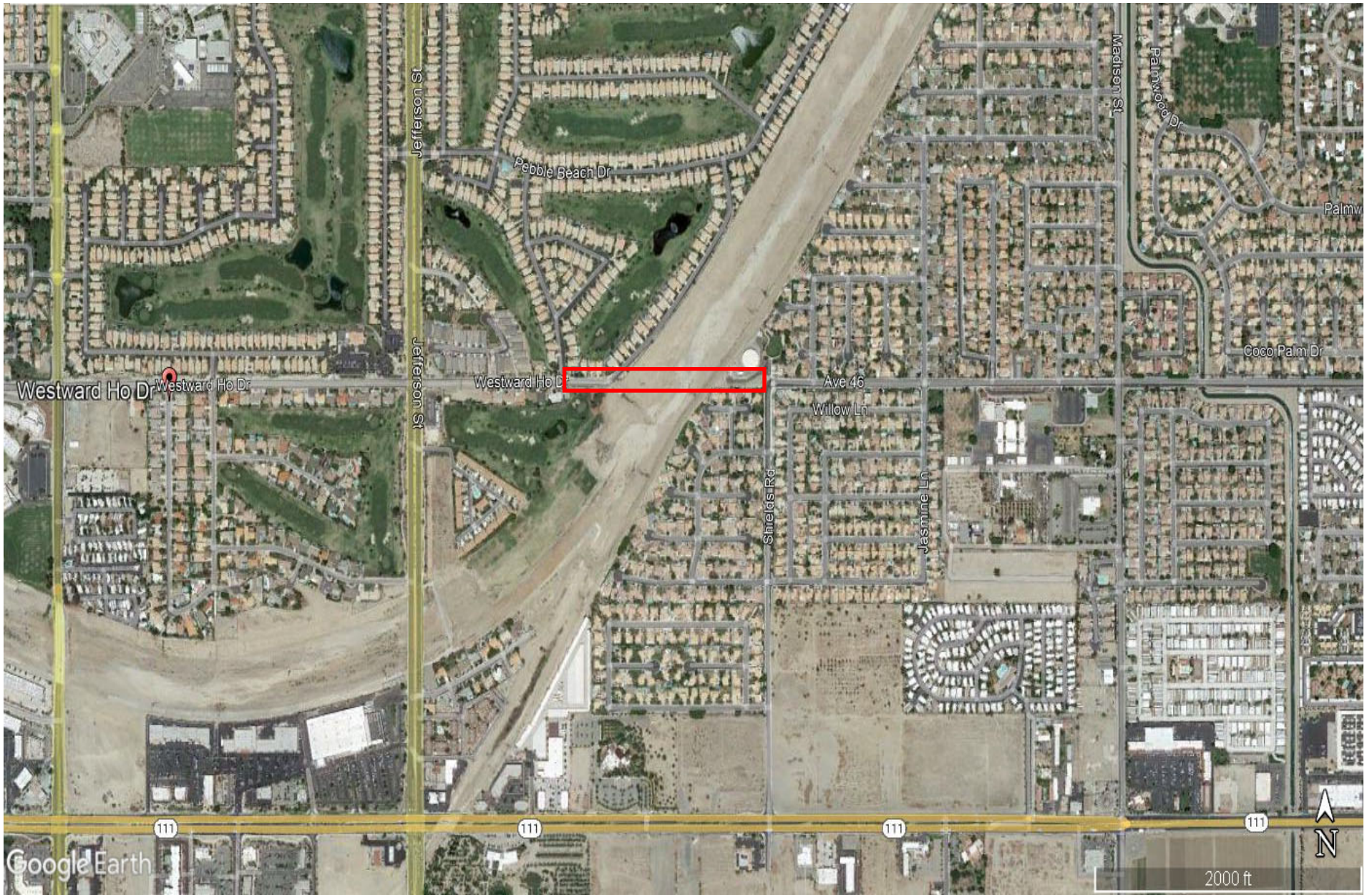


Figure 1 — Vicinity Map - Project Site

7. Zoning:

Street corridors and the CVSC are not provided a zoning designation. The eastern terminus is zoned Residential Low (RL).

8. Description of project:

The proposed Westward Ho Siphon Replacement Project would install a new sewer line between Westward Ho Drive on the west end and Indio Water Authority (IWA) property on the east end, a total distance of approximately 1,130 feet. In February 2019, a major rain event exposed the existing 12-inch diameter sewer siphon pipeline (also known as Avenue 46 Channel Siphon) which crosses the Coachella Valley Stormwater Channel (CVSC) at eastern terminus of Westward-Ho Drive in Indio, California. The exposed sewer siphon was undermined as a result of the storm event. The sewer siphon was repaired and encased in concrete. It was determined by Valley Sanitary District (VSD) that the existing sewer siphon should be replaced with a deeper buried pipeline that would be safe from future storm erosions. The proposed project would replace the existing siphon by connecting a new pipeline segment to the existing pipeline at connection points within Westward Ho Drive on the west side and within the IWA Plant No. 4 property on the east side of the CVSC. The new segment would be installed approximately 50 feet under the CVSC (at its deepest point) using horizontal directional drilling (HDD) to avoid direct impacts to the channel and impacts to the pipeline from future storm events.

An entrance pit approximately 4 feet in depth would be excavated within the disturbed dirt area just south of the water reservoir on the IWA Plant No. 4 property on the east side of the CVSC. The equipment and materials will be staged at this location and on the Westward Ho Drive side of the alignment to assemble the completed pipe connection. The HDD operation will advance the drill head under the CVSC while pulling the new pipeline segment behind it. A bentonite clay drilling slurry will be used to lubricate and support the tunnel as well as transport drilling spoils to the surface for disposal. A larger pit approximately 6 feet in depth will be excavated in Westward-Ho Drive at the existing pipeline. Two additional pits approximately 20 feet in depth will be constructed to allow installation of new manholes on either side of the CSWC. The new pipeline segment will be connected to the existing siphon pipeline. Both pits will be backfilled and the surface restored to existing conditions.

The majority of the work, including the use of noise generating equipment for installing the pipeline in the HDD bored hole, will be on the easterly side of the CSWC at the IWA Plant No. 4 site. The only equipment on the Westward Ho Drive side of the CSWC will be typical crew vehicles, generators for night lighting, if needed, and pipe joining equipment which will be equipped with silenced mufflers. The project may require up to two-night shifts to complete the pipeline installation. However, the anticipated scenario is that the installation could be completed within a 12-hour daytime shift.

As stated, this project is being proposed by VSD to replace a compromised pipeline segment. This will avoid potential failure of the existing siphon and resultant sewage spills within the CVSC. The siphon will not increase the capacity of the system or require improvements above ground. All work would occur underground. Construction is expected to begin in Winter 2023 and take approximately three months to complete. The design profile is shown in Figure 2.

9. Surrounding land uses and setting:

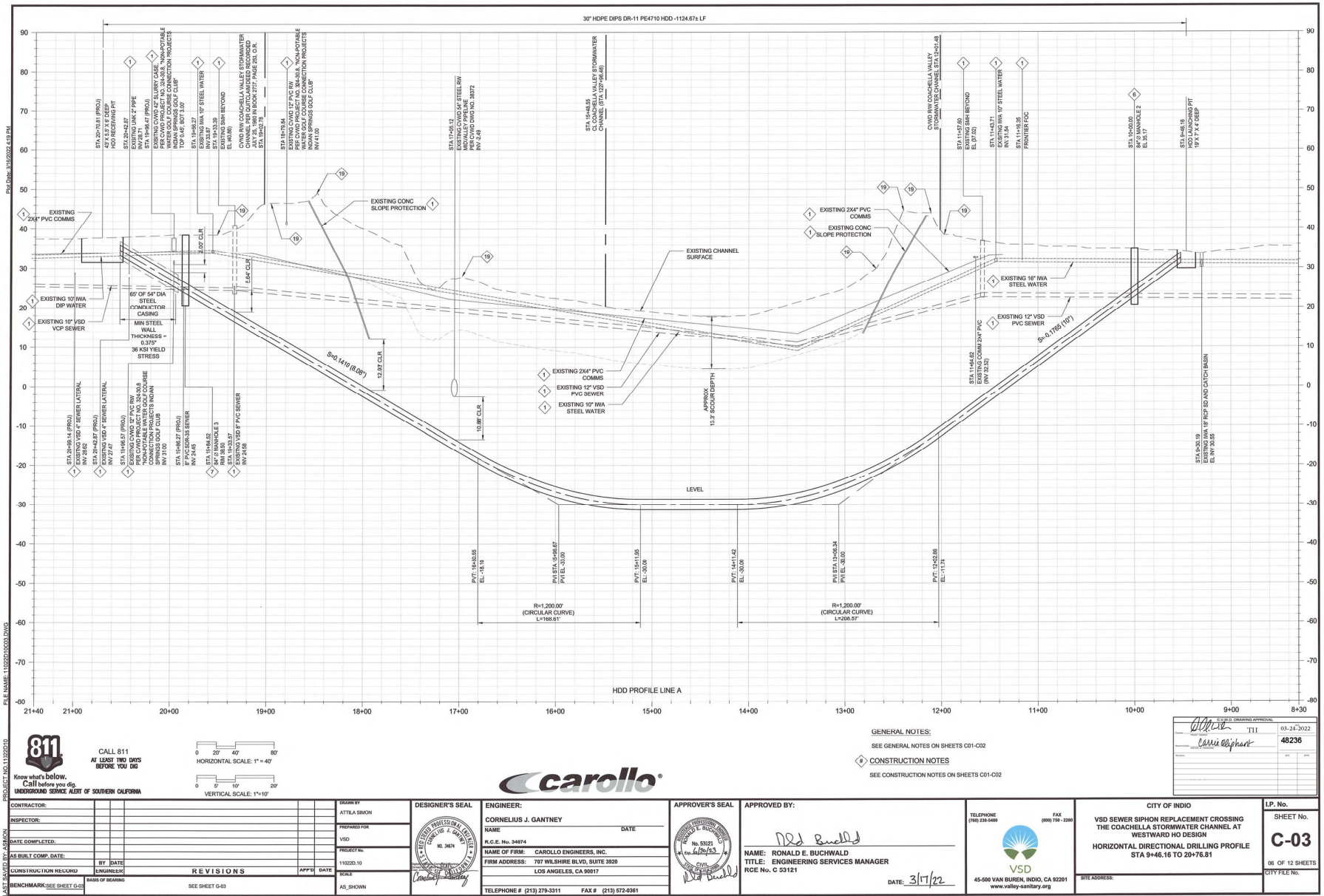
Land use at the western terminus is single-family residential to the north and west; a golf course and the CVSC is located to the south and east. Land use at the eastern end is single-family residential to the east and south, an IWA water tank and related infrastructure to the north and the CVSC to the west.

10. Other public agencies whose approval is required:

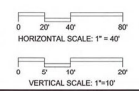
Federal Emergency Management Agency (FEMA) approval is required for the project design.

11. Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code section 21080.3.1? If so, has consultation begun is there a plan for consultation?

A Phase I Cultural Resources Report was prepared for the proposed project and is included as Appendix G. The findings were negative for cultural resources. As part of the process, a Sacred Lands File (SLF) search was conducted by the Native American Heritage Commission. Tribal representatives identified as part of the SLF search were noticed during preparation of the Phase I Cultural Resources Report. Responses are provided as part of the Phase I Cultural Resources Report (Appendix G). As detailed herein, Valley Sanitary District conducted Tribal consultation required per Assembly Bill (AB) 52. Letters were sent to the Agua Caliente Band of Cahuilla Indians, Cabazon Band of Mission Indians and the Twenty-Nine Palms Band of Mission Indians. No responses were received.



811
 CALL 811
 AT LEAST TWO DAYS
 BEFORE YOU DIG
 Know what's below.
 Call before you dig.
 UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA



GENERAL NOTES:
 SEE GENERAL NOTES ON SHEETS C01-C02
 CONSTRUCTION NOTES
 SEE CONSTRUCTION NOTES ON SHEETS C01-C02

DATE	03-24-2022
PROJECT	T11
NO.	48236
BY	<i>Carmel</i>
CHECKED	
APPROVED	

CONTRACTOR:	DESIGNED BY:
INSPECTOR:	DATE:
DATE COMPLETED:	AS BUILT COMP. DATE:
CONSTRUCTION RECORD:	ENGINEER:
BASIS OF BEARING:	SEE SHEET G-03

DESIGNER'S SEAL:	ENGINEER:
NAME: CORNELIUS J. GANTNEY	DATE:
R.C.E. No. 34974	
NAME OF FIRM: CAROLLO ENGINEERS, INC.	
FIRM ADDRESS: 707 WILSHIRE BLVD, SUITE 3520	
LOS ANGELES, CA 90017	
TELEPHONE # (213) 278-3311	FAX # (213) 572-0361

APPROVER'S SEAL:	APPROVED BY:
NAME: RONALD E. BUCHWALD	DATE: 3/17/22
TITLE: ENGINEERING SERVICES MANAGER	
RCE No. C 53121	



CITY OF INDIAN
VSD SEWER SIPHON REPLACEMENT CROSSING THE COACHELLA STORMWATER CHANNEL AT WESTWARD HO DESIGN
HORIZONTAL DIRECTIONAL DRILLING PROFILE STA 9+46.16 TO 20+76.81
SITE ADDRESS:

L.P. No.	SHEET No.
C-03	48236
OF 12 SHEETS	CITY FILE No.:

Figure 2—Design Exhibit

ENVIRONMENTAL FACTORS AFFECTED

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is “Potentially Significant” or “Less Than Significant With Mitigation Implementation” as indicated by the checklist on the following pages.

- | | | |
|--|---|---|
| <input type="checkbox"/> Aesthetics | <input type="checkbox"/> Agriculture and Forestry Resources | <input type="checkbox"/> Air Quality |
| <input checked="" type="checkbox"/> Biological Resources | <input type="checkbox"/> Cultural Resources | <input type="checkbox"/> Energy |
| <input type="checkbox"/> Geology/Soils | <input type="checkbox"/> Greenhouse Gas Emissions | <input type="checkbox"/> Hazards & Hazardous Materials |
| <input type="checkbox"/> Hydrology/Water Quality | <input type="checkbox"/> Land Use/Planning | <input type="checkbox"/> Mineral Resources |
| <input checked="" type="checkbox"/> Noise | <input type="checkbox"/> Population/Housing | <input type="checkbox"/> Public Services |
| <input type="checkbox"/> Recreation | <input type="checkbox"/> Transportation | <input type="checkbox"/> Tribal Cultural Resources |
| <input type="checkbox"/> Utilities/Service Systems | <input type="checkbox"/> Wildfire | <input type="checkbox"/> Mandatory Findings of Significance |

DETERMINATION:

On the basis of this initial evaluation:

- I find that the proposed project COULD NOT have a significant effect on the environment, and a CATEGORICAL EXEMPTION will be prepared.
- I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- I find that the proposed project MAY have a “potentially significant impact” or “potentially significant unless mitigated” impact on the environment, but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- I find that although the proposed project could have a significant effect on the environment, because all potential significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Signature

Date

Printed Name

ENVIRONMENTAL CHECKLIST

	Potentially Significant Impact	Less Than Significant With Mitigation Implementation	Less than Significant Impact	No Impact
I. <u>AESTHETICS</u> – would the project:				
a) Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) In non-urbanized areas, substantially degrade the existing visual character or quality of public view of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

a) The City of Indio General Plan 2040 (September 2019) provides planning and policy guidance for development within the City. The Land Use and Urban Design Element provides policy guidance for the preservation of visual resources with the City; however, no specific visual features in the project area are noted in General Plan 2040.

The project alignment is located below ground between the directional drilling entrance and exit pits. Views of the alignment are consistent with an urbanized area containing multiple land uses. Construction of the project would result in a temporary disturbance particularly at the directional drilling pits. All disturbed areas would be returned to preconstruction conditions when the project is complete. The project would have no change to the existing visual environment. No scenic views or resources would be affected. Thus, **no impact** to scenic vistas would occur.

b) There are three designated state scenic highways in Riverside County as defined by the California Department of Transportation. The nearest state-designated scenic highway to the study area is the segment of State Route 74 (SR-74) from the San Bernardino National Forest boundary to Highway 111 in the City of Palm Desert approximately 14 miles west of Indio. As noted, the project site is flat and comprised primarily of a paved street segment, CVSC corridor and disturbed land on IWA property. There are no trees, rock outcroppings, historic structures or other visually prominent features that would be affected by the project. **No impact** to these resources would occur as a result of the proposed project.

c) Westward Ho Avenue is part of an urban street system on the west end of the project alignment. Project construction would temporarily change the visual appearance of the street. However, the corridor does not have any distinctive visual characteristics; thus, project development would not substantially degrade the visual character of the site or surrounding areas. Impacts would be temporary and **less than significant**.

d) Street lighting occurs throughout the corridor. The proposed project is a new subsurface pipeline siphon and does not include any new lighting. Temporary lighting used to illuminate the construction area and equipment lights may be required. This light source would be terminated at the completion of construction. If needed, lighting would be provided by one or more trailer-mounted portable light tower(s) powered using a generator. The lights would be directed downward into the construction area and shrouded or otherwise covered to avoid light spillover into adjacent residential properties and trees/shrubs. As noted, all improvements would be located subsurface. No new sources of glare would be constructed. Temporary light/glare impacts would be **less than significant**.

	Potentially Significant Impact	Less Than Significant With Mitigation Implementation	Less than Significant Impact	No Impact
II. <u>AGRICULTURE AND FORESTRY RESOURCES</u> – Would the project:				
a) Convert Prime Farmland, Unique Farmland, Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Result in the loss of forest land or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

a) The project would be constructed within an existing street corridor, under the CVSC and within the disturbed IWA reservoir yard. No Prime Farmland, Unique Farmland, or Farmland of Statewide Importance would be affected by project implementation. **No impact** would occur under this threshold.

b) The project corridor does not contain lands enrolled in a Williamson Act contract. The proposed project would not conflict with any zoning designations designed to promote agriculture. **No impact** would occur under this threshold.

c-e) Neither the project corridor or surrounding lands are used for timber production. The project would not conflict with any zoning designations designed to preserve timber or agricultural resources, result in the loss of forest land or conversion of forest land to non-forest use or involve changes to the existing environment, which due to their location or nature, could result in the conversion of farmland to non-farmland use. **No impact** would occur under these thresholds.

	Potentially Significant Impact	Less Than Significant With Mitigation Implementation	Less than Significant Impact	No Impact
III. <u>AIR QUALITY</u> – Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

The project site is located within the South Coast Air Basin (SCAB), which includes portions of Riverside, Los Angeles and Orange Counties. Air quality conditions in the SCAB are under the jurisdiction of the South Coast Air Quality Management District (SCAQMD). The SCAQMD is required to monitor air pollutant levels to ensure that air quality standards are met and, if they are not met, to develop strategies to meet the standards. Depending on whether the standards are met or exceeded, the local air basin is classified as being in “attainment” or “non-attainment.” The SCAB is a non-attainment area for both the federal and state standards for ozone and Particulate Matter (PM)_{2.5}. The SCAB is in attainment for the state and federal standards for PM₁₀, nitrogen dioxide (NO₂), and carbon monoxide (CO). Table 1 shows the significance thresholds that have been recommended by the SCAQMD for projects within the Basin.

Localized Significance Thresholds. In addition to the thresholds described above, the SCAQMD has developed Localized Significance Thresholds (LSTs). LSTs were devised in response to concerns regarding exposure of individuals to criteria pollutants in local communities. LSTs represent the maximum emissions from a project that are not expected to cause or contribute to an air quality exceedance of the most stringent applicable federal or state ambient air quality

Table 1
SCAQMD Air Quality Significance Thresholds

Mass Daily Thresholds		
Pollutant	Construction	Operation
Nitrogen Oxides (NO _x)	100 lbs/day	55 lbs/day
Reactive Organic Gases (ROG)	75 lbs/day	55 lbs/day
Particulate Matter 10 (PM ₁₀)	150 lbs/day	150 lbs/day
Particulate Matter 2.5 (PM _{2.5})	55 lbs/day	55 lbs/day
Sulfur Oxides (SO _x)	No standard	150 lbs/day
Carbon Monoxide (CO)	550 lbs/day	550 lbs/day

Notes: Ambient air quality thresholds for criteria pollutants based on SCAQMD Rule 1303, unless otherwise stated; lbs/day = pounds per day

standard at the nearest sensitive receptor, taking into consideration ambient concentrations in each source receptor area (SRA), project size and distance to the sensitive receptor. The nearest receivers are single-family residences located on the south side of Avenue 46 on the east side of the corridor and on the north side of Westward Ho Drive on the west side of the corridor. The closest residences to the east side of the corridor where the drilling equipment would be staged are approximately 130 feet to the south at the east end of Sandscript Court. LSTs only apply to emissions within a fixed stationary location, including idling emissions during both project construction and operation. LSTs are only applicable to the following criteria pollutants: Nitrogen Oxides (NO_x), CO, PM₁₀ and PM_{2.5}. LSTs are not applicable to mobile sources such as cars on a roadway (Final Localized Significance Threshold Methodology, SCAQMD, June 2003, Revised July 2008).

LSTs have been developed for emissions within the 37 SRAs located in the SCAB for disturbance areas of one, two and five acres, at distances of 25, 50, 75, 100, 200 and 500 meters, with air pollutant modeling recommended for activity within larger areas. These values vary for each SRA which have been defined within the SCAB based on location, topography and meteorological conditions.

Construction emissions associated with implementing the proposed project were calculated using the California Emission Estimator Model (CalEEMod) version 2020.4.0 (2021) software. Construction emissions modeling for demolition, site preparation, grading, building construction, paving, and architectural coating application is based on the overall scope of the proposed development and construction phasing. In addition to SCAQMD Rule 403 requirements for fugitive dust control, emissions modeling also accounts for the use of low-VOC paint (50 g/L for non-flat coatings) as required by SCAQMD Rule 1113.

Project construction is expected to begin in late-2022 and be completed by late 2022. The project will not create any operational emissions; thus, only construction emissions are calculated and reported herein.

a) The SCAQMD has established criteria for determining consistency with the Air Quality Management Plan (AQMP), currently the 2016 AQMP, in Chapter 12, Sections 12.2 and 12.3, in the SCAQMD CEQA Air Quality Handbook (SCAQMD 1993). The criteria are as follows (SCAQMD 1993):

Consistency Criterion No. 1: The project will not result in an increase in the frequency or severity of existing air quality violations or cause or contribute to new violations or delay the timely attainment of air quality standards of the interim emissions reductions specified in the AQMP.

Consistency Criterion No. 2: The project will not exceed the assumptions in the AQMP or increments based on the year of project buildout and phase.

As stated under threshold (b-c) below, construction and operation emissions would not exceed SCAQMD thresholds; thus, the project will not cause or contribute to new violations or delay the timely attaining of air quality standards specified in the AQMP. Thus, the project satisfies Consistency Criterion 1.

With respect to Consistency Criterion No. 2, the 2016 AQMP, the most recent AQMP adopted by the SCAQMD, incorporates local city General Plans and the Southern California Association of Governments' (SCAG) Regional Transportation Plan socioeconomic forecast projections of regional population, housing and employment growth. The project will address a deficiency in the existing wastewater conveyance system. It will not cause or contribute to any population or job growth. Thus, the project would comply with Consistency Criterion 2 and would be consistent with the AQMP. **No impact** would occur under this threshold.

b) Project construction would generate temporary air pollutant emissions. Both construction emissions and vehicle emissions associated with operation of the project are quantified herein. The CalEEMod output file for summer emissions is provided in Appendix A of this Initial Study.

Construction Emissions

Construction vehicles and equipment operating on the graded site as well as grading/site preparation activities have the potential to generate fugitive dust (PM₁₀ and PM_{2.5}) through the exposure of soil to wind erosion and dust entrainment. Project-related construction activities would also emit ozone precursors (oxides of nitrogen (NO_x), reactive organic gases (ROG) as well as carbon monoxide (CO). The majority of construction-related emissions would result from the use of heavy-duty construction equipment and vehicles used by workers, vendors and for hauling purposes during site preparation/grading and directional drilling activities. For dust control purposes, it was assumed any disturbed area, unpaved soils and spoil material would be watered two times daily as required per SCAQMD Rule 403.

Table 2
Estimated Maximum Daily Construction Emissions

Construction Phase	Maximum Emissions (lbs/day)					
	ROG	NO _x	CO	SO _x	PM ₁₀	PM _{2.5}
2022 Maximum lbs/day	1.0	10.3	6.9	0.01	2.7	1.5
SCAQMD Regional Thresholds (lbs/day)	75	100	550	150	150	55
<i>Threshold Exceeded</i>	No	No	No	No	No	No

Source: Appendix A

As shown in Table 2, construction of the proposed project would not exceed the SCAQMD regional thresholds. Compliance with SCAQMD Rule 403 would be a standard project feature. No mitigation would be required to reduce construction emissions to less than significant. A **less than significant** impact would occur under this threshold.

c) Localized Significance Thresholds. The SCAQMD has published a “Fact Sheet for Applying CalEEMod to Localized Significance Thresholds” (South Coast Air Quality Management District 2011). CalEEMod calculates construction emissions based on the number of equipment hours and the maximum daily disturbance activity possible for each piece of equipment. Construction-related emissions reported by CalEEMod are compared to the localized significance threshold lookup tables. The CalEEMod output in Appendix A shows the equipment assumed for this analysis.

LSTs have been developed for emissions within areas of one, two and five acres in size, with air pollutant modeling recommended for activity within larger areas. Based on the number of type of equipment used for site preparation and grading and the SCAQMD *Fact Sheet for Applying CalEEMod to Localized Significance Thresholds*, the project would disturb less than one acre daily. The project site is located in Source Receptor Area 30 (SRA-30, Coachella Valley). LSTs for construction related emissions in the SRA 30 at varying distances between the source and receiving property for one acre disturbance areas are shown in Table 3.

As referenced, the nearest sensitive receptors to the drilling staging area are approximately 130 feet (40 meters); thus, the evaluation of construction emissions relative to LST thresholds was performed based on allowable emissions for a receptor distance of 25 meters. As shown in Table 5, emissions of NO_x, CO, PM₁₀ and PM_{2.5} would not exceed the LST thresholds shown in Table 4 using the 25-meter threshold. The PM₁₀ and PM_{2.5} emissions assume the site would be watered twice daily as a standard condition to ensure compliance with SCAQMD Rule 403. Project-related construction impacts would be **less than significant** per threshold b referenced above.

Table 3
SCAQMD LSTs for Construction

Pollutant	Allowable emissions as a function of receptor distance in meters from a one-acre site (lbs/day)				
	25	50	100	200	500
Gradual conversion of NO _x to NO ₂	132	166	238	376	733
CO	878	1,387	2,565	6,021	24,417
PM ₁₀	4	13	35	80	214
PM _{2.5}	3	5	10	24	105

Source: <http://www.aqmd.gov/CEQA/handbook/LST/appC.pdf>, October 2009.

Table 4
On-site Construction Emissions

Construction Phase	Pollutant (lbs/day)			
	NO _x	CO	PM ₁₀	PM _{2.5}
Site Preparation/Drilling	10.3	6.6	0.5	0.4
LST Thresholds	132	878	4	3
Exceed Thresholds	No	No	No	No

Note: Daily emissions shown are the highest value occurring each phase.

Carbon Monoxide Hotspots. In addition to quantifying emissions, SCAQMD recommends performing a local CO hotspot analysis if an intersection meets one of the following criteria: 1) the intersection is at Level of Service (LOS) D or worse and where the project increases the volume to capacity ratio by 2%, or 2) the project decreases LOS at an intersection to D or worse. A CO hotspot is a localized concentration of CO that is above the state or national 1-hour or 8-hour CO ambient air standards. Localized CO “hotspots” can occur at intersections with heavy peak hour traffic.

As stated, the project will install a new sewer line siphon segment. Post-construction, it will not generate any traffic; thus, the project will not generate any CO emissions. **No impact** would occur under this threshold.

Toxic Air Contaminants. In addition to impacts from criteria pollutants, project impacts may include emissions of pollutants identified by the state and federal government as TACs or HAPs. State law has established the framework for California’s TAC identification and control program, which is generally more stringent than the federal program and aimed at TACs that are a problem in California. The state has formally identified more than 200 substances as TACs, including the federal HAPs, and has adopted appropriate control measures for sources of these TACs.

A substance is considered toxic if it has the potential to cause adverse health effects in humans, including increasing the risk of cancer upon exposure, or acute (immediate) and/or chronic (cumulative) non-cancer health effects. A toxic substance released into the air is considered a toxic air contaminant (TAC). Adverse health effects associated with exposure to TACs may include carcinogenic (i.e., cancer-causing) and noncarcinogenic effects. Noncarcinogenic effects typically affect one or more target organ systems and may be experienced on either short-term (acute) or long-term (chronic) exposure to a given TAC.

TACs are identified by federal and state agencies based on a review of available scientific evidence. In the State of California, TACs are identified through a two-step process that was established in 1983 under the Toxic Air Contaminant Identification and Control Act. This two-step process of risk identification and risk management and reduction was designed to protect residents from the health effects of toxic substances in the air. In addition, the California Air Toxics "Hot Spots" Information and Assessment Act, Assembly Bill (AB) 2588, was enacted by the legislature in 1987 to address public concern over the release of TACs into the atmosphere.

Examples of TACs include certain aromatic and chlorinated hydrocarbons, certain metals, and asbestos. TACs are generated by a number of sources, including stationary sources, such as dry cleaners, gas stations, combustion sources, and laboratories; mobile sources, such as automobiles; and area sources, such as landfills.

The following air toxic control measures (ATCMs) are required by state law to reduce diesel particulate matter (DPM) emissions (DPMs are considered TACs):

- Fleet owners of mobile construction equipment are subject to the CARB Regulation for In-Use Off-road Diesel Vehicles (Title 13 California Code of Regulations, Chapter 9, Section 2449), the purpose of which is to reduce DPM and criteria pollutant emissions from in-use (existing) off-road diesel-fueled vehicles.
- All commercial diesel vehicles are subject to Title 13, Section 2485 of the California Code of Regulations, limiting engine idling time. Idling of heavy-duty diesel construction equipment and trucks during loading and unloading is required to be limited to 5 minutes; electric auxiliary power units should be used whenever possible.

Health effects from carcinogenic air toxics are usually described in terms of cancer risk. The SCAQMD recommends an incremental cancer risk threshold of 10 in a million (SCAQMD 2019). "Incremental cancer risk" is the net increased likelihood that a person continuously exposed to concentrations of TACs resulting from a project over a 9-, 30-, and 70-year exposure period will contract cancer based on the use of standard Office of Environmental Health Hazard Assessment risk-assessment methodology.

The greatest potential for TAC emissions during construction would be DPM emissions from heavy equipment operations and heavy-duty trucks during construction of the project. DPM has established cancer risk factors and relative exposure values for long-term chronic health hazard impacts; however, no short-term, acute relative exposure level has been established. Total project construction would last one to two months, after which project-related TAC emissions would cease. A three-month construction schedule represents a short duration of

exposure (.05% of a 30-year exposure period) while cancer and chronic risk from DPM are typically associated with long-term exposure. Thus, the project would not result in a long-term source of TAC emissions. In addition, the project would not require the extensive operation of heavy-duty diesel construction equipment, which is subject to a CARB Airborne Toxics Control Measure for in-use diesel construction equipment to reduce DPM emissions and would not involve extensive use of diesel trucks, which are also subject to a CARB Airborne Toxics Control Measure.

Furthermore, as shown in Tables 2 and 4, maximum daily particulate matter (i.e., PM₁₀ or PM_{2.5}) emissions generated by construction equipment operation and haul-truck trips during construction (exhaust particulate matter, or DPM), combined with fugitive dust generated by equipment operation and vehicle travel, would be well below the significance thresholds.

At completion of construction, the project will have no emissions. Overall, based on the above considerations, the project would not result in substantial TAC exposure to sensitive receptors in the vicinity of the proposed project, and impacts would be **less than significant**.

d) The proposed project would generate odors from construction (i.e., diesel exhaust). However, these construction odors would be temporary. Construction emissions would not exceed SCAQMD impact thresholds; thus, short-term odors are not expected to be significant. Post-construction, all improvements would be underground; and thus, would not generate objectionable odors. Therefore, impacts associated with objectionable odors (significance threshold d) would be **less than significant**.

	Potentially Significant Impact	Less Than Significant With Mitigation Implementation	Less than Significant Impact	No Impact
IV. <u>BIOLOGICAL RESOURCES</u> -				
Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Potentially Significant Impact	Less Than Significant With Mitigation Implementation	Less than Significant Impact	No Impact
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IV. BIOLOGICAL RESOURCES -

Would the project:

Plan, or other approved local,
 regional, or state habitat conservation
 plan?

Material in this section is based in part on information contained in the Biological Resources Assessment prepared by ELMT Consulting, Inc., August 2022 and provided for reference as Appendix B.

a) The California Natural Diversity Database (CNDDDB) and Coachella Valley Multiple Species Habitat Conservation Plan (MSHCP) were consulted to determine the sensitive species that could potentially occur in the project area or vicinity, including any federally listed endangered or threatened species. No special status species plant or animal species and their habitats occur within the project area. Vegetation and wildlife species observed or likely to occur within the project area are identified as follows:

Vegetation

Vegetation consists mostly of ornamental trees and shrubs in association with adjacent development and non-native grasses and weedy annuals in association with disturbed open areas. Disturbed areas primarily support non-native weedy/early successional plant species. Plant species observed within the disturbed areas of the site include mouse barley, puncture vine, prickly-lettuce, annual sunflower and Russian thistle.

Developed areas encompass all building/structures, paved, impervious surfaces. Developed areas observed onsite include paved (asphalt roads) and loose gravel areas associated within existing facilities. Vegetation observed within these areas was minimal and consisted of ornamental/landscaped plants associated with onsite development. The bottom portion of the CVSC is subject to ephemeral storm flows and is routinely scoured following storm events. This area is generally devoid of vegetation with the exception of early successional plant species.

Wildlife

Fish. No fish or hydrogeomorphic features (e.g., creeks, ponds, lakes, reservoirs) that would provide suitable habitat for fish were observed on the project site. The CVSC, which flows through the survey area, is primarily subject to ephemeral water sources, and provides a limited amount of habitat for fish species. No fish are expected to occur within the CVSC within where the HDD will occur. Implementation of the proposed project will not have any direct impacts to

the CVSC, and indirect impacts from project implementation are not expected to impact any fish species they may occur in the CVSC when wet.

Amphibians. The CVSC is ephemeral and provides a limited amount of habitat to support common amphibian species such as Baja California tree frog and American bullfrog when water is present within the channel. Implementation of the proposed project will not have any direct impacts to the CVSC, and indirect impacts from project implementation are not expected to impact any amphibian species they may occur in the wet portion of the CVSC.

Reptiles. The project site provides minimal habitat to support reptilian species adapted to significant human disturbance and development. The only reptilian species observed during the field investigation was western side-blotched lizard. Other common reptile species that have the potential to occur on the project site include Great Basin fence lizard, southern alligator lizard, gopher snake, zebra tail lizard and coachwhip.

Birds. The project site provides minimal foraging and nesting habitat for a variety of local bird species, especially those adapted to a high degree of routine anthropogenic disturbance. Avian species detected during the field investigation include black phoebe, mourning dove, red-tailed hawk, common raven, house finch, rock pigeon, northern mockingbird, Brewer's blackbird, greater roadrunner and Eurasian collard dove.

The ornamental vegetation associated with the bordering residential developments and the CVSC provide marginal nesting opportunities for avian species. Further, the open unvegetated areas within the disturbed portions of the CVSC provide suitable nesting opportunity for ground-nesting birds such as killdeer. No actively breeding bird species or birds displaying nesting behaviors were observed during the field investigation. Nesting birds are protected pursuant to the Migratory Bird Treaty Act (MBTA) and California Fish and Game Code (Sections 3503, 3503.5, 3511, and 3513 prohibit the take, possession, or destruction of birds, their nests or eggs). To ensure no impacts occur to birds protected under the MBTA, Mitigation Measure BIO-1 would be implemented to ensure a nesting bird clearance survey is performed prior to any ground disturbance or vegetation removal activities.

Mitigation Measure BIO-1: ~~Pursuant to the Migratory Bird Treaty Act (MBTA) and Fish and Game Code, removal of any trees, shrubs, or any other potential nesting habitat should be conducted outside the avian nesting season. The nesting season extends from February 1 through August 31 but can vary slightly from year to year based upon seasonal weather conditions. If ground disturbance and vegetation removal cannot occur outside of the nesting season, a pre-construction clearance survey for nesting birds, should be conducted within three (3) days of the start of any ground disturbing activities to ensure that no nesting birds will be disturbed during construction. The biologist conducting the clearance survey should document a negative survey with a brief letter report provided to the City of Rancho Cucamonga indicating that no impacts to active avian nests will occur. If an active avian nest is discovered during the pre-construction clearance survey, construction activities can commence thereafter provided activities are able to maintain a 300 foot buffer around the active nest. For raptors and special status species, this buffer will be expanded~~

~~to 500 feet. It is recommended that a biological monitor be present to delineate the boundaries of the buffer area and to monitor the active nest to ensure that nesting behavior is not adversely affected by the construction activity. Once a qualified biologist has determined the young have fledged and left the nest, or the nest otherwise becomes inactive under natural conditions, normal construction activities can occur.~~

Nesting bird surveys shall be performed by a qualified avian biologist no more than 3 days prior to vegetation removal or ground-disturbing activities. Pre-construction surveys shall focus on both direct and indirect evidence of nesting, including nest locations and nesting behavior. The qualified avian biologist will make every effort to avoid potential nest predation as a result of survey and monitoring efforts. If active nests are found during the pre-construction nesting bird surveys, a qualified biologist shall establish an appropriate nest buffer to be marked on the ground. Nest buffers are species specific and shall be at least 300 feet for passerines and 500 feet for raptors. A smaller or larger buffer may be determined by the qualified biologist familiar with the nesting phenology of the nesting species and based on nest and buffer monitoring results. Established buffers shall remain on site until a qualified biologist determines the young have fledged or the nest is no longer active. Active nests and adequacy of the established buffer distance shall be monitored daily by the qualified biologist until the qualified biologist has determined the young have fledged or the Project has been completed. The qualified biologist has the authority to stop work if nesting pairs exhibit signs of disturbance.

Mammals. The project site provides minimal foraging and denning habitat for mammalian species adapted to significant human disturbance and development. However, most mammal species are nocturnal and are difficult to observe during a diurnal field visit. Mammals detected during the field assessment included desert cottontail, Botta's pocket gopher and California ground squirrel. Other mammalian species that have the potential to occur on the project site include opossum, coyote and racoon. No bat species are expected to roost on-site due to a lack of suitable roosting habitat (i.e., trees, crevices, abandoned structures) within and surrounding the project site.

Special Status Plants. Sixteen (16) special-status plant species have been recorded in the CNDDDB and CNPS in the La Quinta quadrangle. As stated, no special-status plant species were observed on-site during the field investigation. The project site consists of heavily disturbed and developed land that have been subject to a variety of anthropogenic disturbances. These disturbances have reduced, if not eliminated, the ability of the project site to provide suitable habitat for special-status plant species. Based on habitat requirements for the identified special-status species, and known distributions, it was determined that the project site does not have potential to support any of the special-status species documented as occurring within the vicinity of the project site and all are presumed absent.

Special Status Wildlife. Twenty-three (23) special-status wildlife species have been reported in the La Quinta quadrangle (refer to Appendix C). No special-status animal species were observed on-site. Based on habitat requirements for the identified special-status wildlife species,

and known distributions, it was determined that the project site and survey area have a low potential to provide suitable habitat for burrowing owl and western yellow bat. All other special-status species are presumed to be absent from the project site. With implementation of Mitigation Measure BIO-1, no impacts to special-status species are expected to occur.

Critical Habitat

Critical habitat is a habitat area essential to the conservation of a listed species, though the area need not actually be occupied by the species at the time it is designated. This is a specific term and designation within the US Endangered Species Act. With certain exceptions, critical habitat must be designated for all threatened species and endangered species under the Endangered Species Act, with certain specified exceptions. Based on maps viewed through the US Fish and Wildlife Service Critical Habitat Portal, the proposed project site is not within or adjacent to designated critical habitat.

As stated, no special status plant or animal species occur within the project area; thus, none would be adversely affected by the project. With implementation of Mitigation Measure BIO-1, impacts to migratory and nesting bird species, would be less than significant.

b and c) There are three key agencies that regulate activities within inland streams, wetlands, and riparian areas in California. The Corps Regulatory Branch regulates discharge of dredge and/or fill materials into “waters of the United States” pursuant to Section 404 of the CWA and Section 10 of the Rivers and Harbors Act. Of the State agencies, the CDFW regulates alterations to streambed and associated plant communities pursuant to Section 1602 of the Fish and Game Code, and the Regional Board regulates discharges into surface waters pursuant to Section 401 of the CWA and the California Porter-Cologne Water Quality Control Act.

CVSC traverses the middle of the project stie from a northwest to southeast direction. This drainage feature is an ephemeral feature and only flows during storm events. No riparian vegetation was observed along the drainage feature within the proposed alignment. The CVSC, within the survey area, would fall under the regulatory authority of the Corps, Regional Board, and CDFW. However, based on the proposed design, a Horizontal Direction Drilling (HDD) method will be used to install the pipeline under the CVSC, which would not result in any jurisdictional impacts and regulatory approvals would not be required. The implementation of Best Management Practices (BMPs) used to control stormwater flows and drilling material will ensure no indirect impacts to the drainage feature will occur during installation. **No impact** to jurisdictional resources would occur.

d) Habitat linkages provide links between larger habitat areas that are separated by development. Wildlife corridors are similar to linkages, but provide specific opportunities for animals to disperse or migrate between areas. A corridor can be defined as a linear landscape feature of sufficient width to allow animal movement between two comparatively undisturbed habitat fragments. Adequate cover is essential for a corridor to function as a wildlife movement area. It is possible for a habitat corridor to be adequate for one species yet inadequate for others. Wildlife corridors are significant features for dispersal, seasonal migration, breeding, and

foraging. Additionally, open space can provide a buffer against both human disturbance and natural fluctuations in resources.

The proposed limits of disturbance will be confined to existing disturbed and/or developed areas, which have removed natural plant communities from the project site. Further, site is surrounded by existing developments, which have eliminated connection to nearby wildlife movement corridors.

The CVSC, that extends northwest to southeast through the middle of the project area, has not been identified in the CVMSHCP as a habitat linkage or migration corridor. Although channelized, the CVSC has the potential to provide local wildlife movement opportunities for a limited variety of wildlife species. However, the project will be confined within the boundaries of existing development, outside of the CVSC. As a result, implementation of the proposed project will not disrupt or have any adverse effects on any migratory corridors or linkages in the surrounding area. **No impact** would occur under this threshold.

e) The area affected by construction does not contain any street trees that would be affected by the project. **No impact** would occur under this threshold.

f) The project site is located within the boundaries of the Coachella Valley MSHCP; however, it is not located in a conservation area nor are species protected under the MSHCP found in the project area. Further, the project is a Covered Activity located outside designated conservation areas. Implementation of the proposed project is expected to be consistent with the applicable avoidance, minimization, and mitigation measures described in Section 4.4 of the CVMSHCP (refer to Appendix D of Appendix B). Since the proposed project is considered a Covered Activity under Section 7.1 of the CVMSHCP, no additional project-specific avoidance, minimization, and mitigation measures are required, and the project would be compliant with the CVMSHCP. **No impact** would occur under this threshold.

	Potentially Significant Impact	Less Than Significant With Mitigation Implementation	Less than Significant Impact	No Impact
V. <u>CULTURAL RESOURCES</u> -- would the project:				
a) Cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Cause a substantial adverse change in the significance of an archaeological resource as defined in §15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Disturb any human remains, including those interred outside of formal cemeteries?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

The background information and impact evaluation provided herein are based on data in the *Cultural Resources Investigation in Support of the Valley Sanitary District Westward Ho Siphon Project*, prepared by PaleoWest, LLC, August 2022 (Appendix C).

(a-b) The proposed study area for the cultural resource assessment is defined as the directional drill entrance and exit pits and staging area which will occur on the IWA site located at the eastern project terminus. Vertical impacts associated with the project will be approximately 10 feet below the surface for construction of the directional drilling pits. The siphon would be installed up to 60 feet below the surface at the deepest point near the center of the CVSC; however, this area would not be excavated.

The area affected by construction has been assessed through existing literature searches, record reviews, and a pedestrian survey. A literature review and records search at the Eastern Information Center (EIC), housed at the University of California, Riverside was completed on July 21, 2022. This inventory effort included the project area and a 0.5-mi radius around the project area, collectively termed the study area. The objective of this records search was to identify prehistoric or historic period cultural resources previously recorded within the study area during prior cultural resource investigations. As part of the cultural resources inventory, historical maps and aerial images were examined to characterize the developmental history of the study area and vicinity.

The records search results indicate that 28 previous investigations have been conducted and documented within the study area since 1970. Four studies (RI-004155, -0850, - 10374, and - 10406) encompassed a portion of the project area. As such, approximately 50 percent of the project area has been previously inventoried for cultural resources. The records search indicated that 31 cultural resources have been previously documented within the study area. These

resources include 20 prehistoric archaeological sites, seven Historic Period structures or built environment resources, three prehistoric isolated resources and one multi-component resource. None of these resources are within the project area.

The Native American Heritage Commission (NAHC) was contacted on June 23, 2022, for a review of the Sacred Lands File (SLF). The objective of the SLF search was to determine if the NAHC had any knowledge of Native American cultural resources (e.g., traditional use or gathering area, place of religious or sacred activity, etc.) within the immediate vicinity of the project area. The NAHC responded on July 29, 2022, stating that the SLF was completed with negative results. The NAHC suggested that 18 individuals representing 12 Native American tribal groups be contacted for information regarding cultural resource issues related to the proposed project. Outreach letters were mailed to tribal groups on July 20, 2022 and then to the NAHC recommended contacts on August 8, 2022. To date, one response has been received:

- The Quechan Tribe of Fort Yuma Historic Preservation Department sent an email indicating the Tribe does not wish to comment on the Project, stating they defer to more local tribes.

No additional responses were received as of August 15, 2022.

A cultural resources survey of the project area was completed on August 2, 2022. The fieldwork effort included an intensive pedestrian survey of the entire project area, including both the terminus of Westward Ho Drive and the segment of Avenue 46. The intensive pedestrian survey was conducted by walking a series of parallel transects running north/south spaced at 15-meter (49-foot) intervals. The archaeologist carefully inspected all areas within the Project area likely to contain or exhibit sensitive cultural resources to ensure discovery and documentation of any visible, potentially significant cultural resources within the project area.

The project area is composed of heavily disturbed, developed areas including the IWA gated reservoir yard located between the CVSC and Shields Park. Sediments within the east portion of the project consist of fill sand with medium sized road gravels (~1 cm-3 cm). Ground visibility in this part of the project area was 90-100 percent. The surrounding area contained scatters of construction materials (large pipe segments, cords, bolts, etc.) that obscured a small area of ground beneath. All disturbance within the area appears to be modern and included construction materials, broken glass, plastic waste, soda cans, and other types of modern refuse. Vegetation was comprised of ruderal grasses/weeds.

The west-end of the project is within a residential cul-de-sac at the junction between Westward Ho Drive and Meadow Lake Drive. The cul-de-sac is bisected by a pathway that connects different sections of the Indian Springs Golf Club, which is adjacent to the Project area. The west-end of the Project area had low to good ground visibility (0-70 percent). Low visibility areas were paved with asphalt and concrete, whereas good visibility areas included undeveloped land adjacent to the stormwater channel. Sediments near the western edge of the channel were also sandy and contained smaller gravels (<1cm).

The cultural resource investigation, which included a records search and background research, Native American coordination, and a cultural resources survey, did not identify prehistoric or historic period archaeological or built-environment resources in the project area. Although the project vicinity contains a moderate density of cultural resources, the project area has been highly disturbed by channelization, residential development and the construction of existing VSD and IWA facilities. Thus, the archaeological sensitivity of the project vicinity is considered moderate to high, but the archaeological sensitivity of the project area is considered low. Given these findings, no impacts to historical resources would occur with project implementation. Further, no archaeological or Native American resources were identified within or adjacent to the Project area; thus, no impacts to archaeological resources would occur with project implementation. No further cultural resource work is recommended. However, the following best management practices are recommended for implementation during project construction to address the discovery of previously unknown cultural resources during ground disturbing activities.

As stated, no historic resources are located within the project area; thus, **no impact** would occur under threshold a. With implementation of Management Recommendations 1 and 2, impacts to archaeological resources per threshold b would be **less than significant**.

Management Recommendation 1. If cultural resources are encountered during project related activities, work in the immediate area must halt and the Project Archaeologist should be contacted immediately to evaluate the find. If the discovery proves to be California Register of Historic Places (CRHR) eligible, additional work such as data recovery excavation, Native American consultation, and archaeological monitoring may be warranted to mitigate any adverse effects.

Management Recommendation 2. If human remains are found, existing regulations outlined in the State of California Health and Safety Code Section 7050.5 state that no further disturbance shall occur until the County Coroner has made a determination of origin and disposition pursuant to Public Resources Code § 5097.98. In the event of an unanticipated discovery of human remains, the County Coroner must be notified within 24 hours of positive identification as human. If the human remains are determined to be prehistoric, the Coroner will notify the Native American Heritage Commission, which will determine and notify a most likely descendant (MLD). The MLD shall complete the inspection of the site within 48 hours of being granted access and provide recommendations as to the treatment of the remains to the landowner.

c) The potential for encountering human remains at the project site is low. No known burial sites have been identified within the project site or in the vicinity nor was any evidence of this found during preparation of the Cultural Resource Assessment. In addition, California Health and Safety Code §7050.5, Public Resources Code § 5097.98, and § 15064.5 of the California Code of Regulations (CEQA Guidelines) mandate procedures to be followed, including that, if human remains are encountered during excavation, all work must halt, and the County Coroner must

be notified (Section 7050.5 of the California Health and Safety Code). The coroner will determine whether the remains are of forensic interest. If the coroner, with the aid of the supervising archaeologist, determines that the remains are prehistoric, the coroner will contact the NAHC. The NAHC will be responsible for designating the MLD responsible for the ultimate disposition of the remains, as required by Section 5097.98 of the Public Resources Code. The MLD should make his/her recommendations within 48 hours of their notification by the NAHC. This recommendation may include A) the non-destructive removal and analysis of human remains and items associated with Native American human remains; (B) preservation of Native American human remains and associated items in place; (C) relinquishment of Native American human remains and associated items to the descendants for treatment; or (D) other culturally appropriate treatment. Section 7052 of the Health & Safety Code also states that disturbance of Native American cemeteries is a felony. With adherence to these existing regulations, impacts would be **less than significant**.

	Potentially Significant Impact	Less Than Significant With Mitigation Implementation	Less than Significant Impact	No Impact
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VI. ENERGY – would the project:

a) Result in potentially significant adverse impact due to wasteful, inefficient, consumption of energy resources during project construction or operation?

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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a) Project construction would utilize common methods for site preparation, grading and installation of all infrastructure. Construction vehicles and equipment would utilize fossil fuels such as gasoline, diesel fuel, and motor oil. The project is projected to require approximately 196 gallons of diesel to fuel the excavation and directional drilling equipment and operate construction vehicles. Construction would be short-term and temporary. The project is not anticipated to include any unique features or construction techniques that would generate high energy demand or be wasteful or otherwise result in inefficient use of fuels or other sources of energy. The project would conform with all state and local requirements regarding construction-related energy use, including anti-idling regulations. The project would not generate any energy demand during operation. The project would not result in wasteful energy use and would result in a **less than significant** impact under this threshold.

b) The project would replace an existing wastewater siphon pipeline. As stated, the project would have no post-construction energy demand. It would require approximately 196 gallons of diesel fuel during construction. This would not represent a significant impact with respect to energy consumption nor would it conflict with state or local plans for renewable energy or energy efficiency. **No impact** would result from the project under this threshold.

	Potentially Significant Impact	Less Than Significant With Mitigation Implementation	Less than Significant Impact	No Impact
VII. <u>GEOLOGY AND SOILS</u> –				
would the project:				
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ii) Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iii) Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iv) Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Be located on a geologic unit or soil that is unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Be located on expansive soil, as defined in Table 1-B of the Uniform Building Code, creating substantial direct or indirect risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Potentially Significant Impact	Less Than Significant With Mitigation Implementation	Less than Significant Impact	No Impact
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VII. GEOLOGY AND SOILS –

would the project:

- f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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Information within this section is based in part on information contained in the *Requa Avenue Interceptor Design Project Geotechnical Report*, HDR Engineering, Inc., March 2014.

a (i-ii) The nearest active fault are strands of the San Andreas Fault, Coachella Valley segment, located approximately 2.5 miles northeast of the project corridor and VSD reclamation facility. This fault segment extends from the San Gorgonio Pass to the Salton Sea (Earth Consultants International, August 2000). The project corridor is not located within the boundaries of an Earthquake Fault Zone as defined by the Alquist-Priolo Earthquake Fault Zoning Act of 1972 (California Department of Conservation, website visited December 3, 2014). There are no known active or potentially active faults traversing the area and the risk of ground rupture resulting from fault displacement beneath the site is low.

During the life of the proposed improvements, the corridor will likely experience moderate to occasionally high ground shaking from known faults, as well as background shaking from other seismically active areas of the Southern California region. The project would be constructed consistent with modern methods intended to minimize impacts associated with geological conditions including ground shaking Impacts would be **less than significant**.

a (iii) Groundwater levels within the corridor are expected to be 100 feet or more below the surface (HDR Engineering, March 2014). Project excavation would be as deep as 18 feet; however, this is above the depth of known groundwater. The potential for encountering groundwater and related impacts associated with liquefaction at the subject site is considered low; however temporary dewatering and localized perched groundwater conditions could be encountered during construction of the directional drilling entrance/exit pits. If this were to occur, a dewatering plan would be prepared to address this issue. Impacts would be **less than significant**.

a (iv) The project site is generally flat. No existing slopes would be disturbed during construction of the proposed project; thus, the potential for landslide is low. **No impact** would occur under this threshold.

b) Based on the location of the project along the CVSC (Whitewater River) channel, the onsite soils are generally alluvial consisting of fine sands with varying amounts of silts and occasionally trace of clays. The project area is flat which limits erosion potential. The disturbed

area is less than one acre in size; thus, the project would not be subject to State Water Resources Control Board General Construction Permit during construction to minimize soil erosion. However, a Water Quality Management Plan would be required to provide Best Management Practices (BMPs) that would be implemented during construction to minimize erosion from soil stockpiles and the management of the drilling slurry to avoid erosion/runoff from the leaving the immediate construction area. With implementation of BMPs specified in the WQMP prepared for the project, soil erosion hazard impacts would be **less than significant**.

c, d) Land subsidence is defined as the sinking or settling of land to a lower level. Causes can include: (1) earth movements; (2) lowering of ground water level; (3) removal of underlying supporting materials by mining or solution of solids, either artificially or from natural causes; (4) compaction caused by wetting (hydrocompaction); (5) oxidation of organic matter in soils; or (6) added load on the land surface. The new sewer siphon would be installed using directional drilling equipment which would pull the pipe through the drill hole rather than excavate a trench. The entrance/exit pits would be backfilled with excavated material at the completion of construction. No evidence of subsidence is present within the study area; thus, assuming construction occurs consistent with engineering recommendations, the potential for subsidence at the subject site is considered low. Therefore, impacts would be **less than significant**.

e) The proposed project does not include any improvements that would require the use of septic systems. **No impact** would occur.

f) Construction of the project would not impact, either directly or indirectly, any known unique paleontological resource or unique geologic features. Given the construction history and depth of previous disturbance, the potential for locating undiscovered paleontological or geological resources is remote. However, with implementation of Management Recommendations CR-1 and CR-2, a **less than significant** impact to paleontological resources would occur.

	Potentially Significant Impact	Less Than Significant With Mitigation Implemented	Less than Significant Impact	No Impact
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VIII. GREENHOUSE GAS EMISSIONS-

Would the project:

a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict with any applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Gases that trap heat in the atmosphere are often referred to as greenhouse gases (GHGs), analogous to the way in which a greenhouse retains heat. Common GHG include water vapor, carbon dioxide (CO₂), methane (CH₄), nitrous oxides (N₂O_x), fluorinated gases, and ozone. GHGs are emitted by both natural processes and human activities. Of these gases, CO₂ and CH₄ are emitted in the greatest quantities from human activities. Emissions of CO₂ are largely by-products of fossil fuel combustion, whereas CH₄ results from off-gassing associated with agricultural practices and landfills. Man-made GHGs, many of which have greater heat-absorption potential than CO₂, include fluorinated gases, such as hydrofluorocarbons (HFCs), perfluorocarbons (PFC), and sulfur hexafluoride (SF₆). The accumulation of GHGs in the atmosphere regulates the earth's temperature. Without the natural heat trapping effect of GHGs, Earth's surface would be about 34° C cooler. However, it is believed that emissions from human activities, particularly the consumption of fossil fuels for electricity production and transportation, have elevated the concentration of these gases in the atmosphere beyond the level of naturally occurring concentrations (Cal EPA, 2006).

Pursuant to the requirements of SB 97, the *CEQA Guidelines* were amended to include feasible mitigation of GHG emissions and analysis of the effects of GHG emissions. The adopted *CEQA Guidelines* provide regulatory guidance on the analysis and mitigation of GHG emissions in CEQA documents, while giving lead agencies the discretion to set quantitative or qualitative thresholds for the assessment and mitigation of GHGs and climate change impacts.

The majority of individual projects do not generate sufficient GHG emissions to create a project-specific impact through a direct influence to climate change; therefore, the issue of climate change typically involves an analysis of whether a project's contribution towards an impact is cumulatively considerable. "Cumulatively considerable" means that the incremental effects of an

individual project are significant when viewed in connection with the effects of past projects, other current projects, and probable future projects (CEQA Guidelines, Section 15355).

Potential GHG impacts are evaluated per the SCAQMD's recommended/preferred option threshold for all land use types of 3,000 metric tons CO₂E per year. GHG emissions associated with the project's construction period and long-term operational emissions were estimated using CalEEMod 2020.4.0.

a) Construction activities would generate greenhouse gas (GHG) emissions. The project-related construction emissions are confined to the two-month construction window. Consistent with GHG methodology, emissions were amortized over a 30-year period to determine the annual construction-related GHG emissions over the life of the project. The proposed project would generate approximately 0.9 metric tons of GHG emissions. Amortized over 30 years, the project would generate 0.3 metric tons as shown in Table 5 below.

Table 5
Estimated Greenhouse Gas Emissions

Emission Source	Annual Emissions (metric tons CO₂E)
2022	0.9
Total	0.9
Construction (amortized over 30 years)	0.03

Sources: Emissions reported are from CalEEMod mitigated construction and operational data. See Appendix A for calculations.

The proposed project's emissions would be lower than SCAQMD's proposed 3,000 metric tons per year threshold. Impacts would be **less than significant**.

b) The proposed project is the installation of a sewer line interceptor. The project does not include residential, commercial, or industrial development that would generate ongoing operational GHG emissions. **No impact** would occur.

	Potentially Significant Impact	Less Than Significant With Mitigation Implementation	Less than Significant Impact	No Impact
IX. <u>HAZARDS AND HAZARDOUS MATERIALS</u> - Would the project:				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within ¼ mile of an existing or proposed school	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Be located on a site which is included on a list of hazardous material sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

		Less Than		
	Potentially Significant Impact	Significant With Mitigation Implementation	Less than Significant Impact	No Impact

IX. HAZARDS AND HAZARDOUS MATERIALS - Would the project:

wildland fires?

a-c) The proposed project would require the use of diesel fuel to operate the equipment and trucks; however, a fueling service would be used rather than having fuel stored on-site during construction. The project is a replacement sewer line siphon. It does not include manufacturing or other activities that would involve the routine use, handling, storage, or transport of hazardous materials. Indio High School is located at the southeast corner of Avenue 46 and Clinton Street. The nearest school to the project site is James Madison Elementary School located approximately one-half mile east of the eastern project terminus. A **less than significant** impact would occur.

d) Based on a review of available databases listing known hazard sites (Geotracker, Envirostar), there is no evidence of hazardous environmental conditions within the construction corridor. The proposed project does not involve residential or commercial development, and upon completion of project construction, the site would be returned to existing conditions. **No impact** would occur.

e) Thermal Airport, is located approximately eight miles southeast of the project site. The proposed project is not located within the Thermal Airport land use boundary, within 2 miles of a public use airport in proximity to a private airstrip. **No impact** would occur.

f) The proposed project would temporarily result in a lane closure on Westward Ho Drive to accommodate construction. However, the street would be repaired and reopened at completion of the directional drilling and pipeline connection. A traffic control plan would be prepared and provided to the City of Indio for review and consultation with emergency service providers regarding project actions that could impact evacuation routes or otherwise impair emergency vehicle routing or evacuation during emergencies. **No impact** would occur under this threshold.

g) The project site is not located in a Fire Hazard Severity Zone as designated in the Fire Hazard Severity Zone viewer prepared by the California Department of Forestry and Fire Protection (<https://egis.fire.ca.gov/FHSZ/> accessed June 2022). The proposed project does not involve residential or commercial development that would draw people to the area, and upon completion of project construction, the corridor would be returned to existing conditions. **No impact** would occur.

	Potentially Significant Impact	Less Than Significant With Mitigation Implementation	Less than Significant Impact	No Impact
IX. <u>HYDROLOGY AND WATER QUALITY</u> – Would the project:				
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that project may impede sustainable groundwater management of the basin?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or through the addition of impervious surveys, in a manner which would:				
(i) result in substantial erosion or siltation on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(ii) substantially increase the rate or amount of surface water runoff which would result in flooding on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(iv) Otherwise impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) In flood hazard, tsunami or seiche zones, risk release of pollutants due to project inundation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Conflict with or obstruct	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Potentially Significant Impact	Less Than Significant With Mitigation Implementation	Less than Significant Impact	No Impact
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IX. HYDROLOGY AND WATER QUALITY – Would the project:

implementation of a water quality control plan or sustainable groundwater management plan?

a, c i-iv) The project area is comprised of a paved street corridor (Westward Ho Drive) and a disturbed area adjacent to existing IWA infrastructure. Project implementation would result in the installation of a new sewer line interceptor pipeline. The project would disturb less than one acre; thus, a 2009 General Construction Permit (Department of Water Resources) would not be required. A Stormwater Pollution Prevention Plan would identify Best Management Practices (BMPs) that would be implemented to avoid or minimize erosion and discharge impacts associated with the proposed project. The project would replace the existing ground cover (i.e., pavement or soil) and not create more impervious area than what occurs under existing conditions. Thus, post-construction, runoff quantities would be unchanged.

The project would install the new siphon pipeline under the CVSC to avoid direct impacts to this feature. The project would not modify on-site drainages or alter the course of an existing stream or river that would result in on- or off-site erosion or siltation or otherwise impact riparian or other natural resources. During construction, BMPs would be used to prevent drilling slurry from running off-site and all precipitation would be directed away from the drilling pits; thus, no flooding on- or off-site would occur. The project would not substantially degrade water quality, result in polluted water leaving the site or otherwise violate discharge standards. Impacts would be **less than significant**.

b) The project would be unoccupied and would not require potable water service. Project construction would not increase the amount of impervious surface; thus, groundwater recharge potential would not be affected. Therefore, the project would not deplete groundwater or interfere with groundwater recharge. **No impact** would occur.

d) Seiches are oscillations of the surface of inland bodies of water that vary in period from a few minutes to several hours. Seismic excitations can induce such oscillations. Tsunamis are large sea waves produced by submarine earthquakes or volcanic eruptions. The project is located well inland from the Pacific Ocean and is not subject to tsunami hazard. The nearest inland body of water are the aeration ponds located on the VSD reclamation facility site. Sufficient freeboard exists such that if oscillations were to occur, they would likely be contained within the pond structure. The project site is generally flat. This area would not be subject to a mudflow hazard. **No impact** would occur.

e) The project site is under the jurisdiction of the Colorado River RWQCB. The RWQCB sets water quality objectives and beneficial uses in the Colorado River Basin Water Quality Control Plan (Basin Plan). These water quality objectives are intended for the reasonable protection of the present and probable beneficial uses of California inland water bodies including bays, estuaries, and groundwater. Valley Sanitary District implements measures with the RWQCB and ensures compliance with the Basin Plan through requirements to obtain applicable NPDES Permits. In this case, the project would have no effect on water quality within the CVSC and would include a SWPPP that incorporates BMPs for reducing or eliminating construction-related pollutants on-site. **No impact** would occur under this threshold.

	Potentially Significant Impact	Less Than Significant With Mitigation Implementation	Less than Significant Impact	No Impact
XI. <u>LAND USE AND PLANNING</u> --				
Would the proposal:				
a) Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

a) The Westward Ho Drive corridor has no land use designation. The eastern drilling pit location is in an area zoned for low density residential development; however, it is located on IWA reservoir property. The project would not result in the construction of improvements that would physically divide an existing community. Improvements would facilitate the conveyance of wastewater flows as part of the overall VSD system. **No impact** would occur under this threshold.

b) The proposed project is subject to goals and policies within the City of Indio General Plan 2040 (September 2019). The City of Indio General Plan contains language supporting the development of infrastructure as needed to serve current and future populations. The Westward Ho Siphon Replacement project is required to avoid a failure in the conveyance system during future storm events. Replacing the temporary siphon would not conflict with any policy of the applicable planning documents. **No impact** would occur per this threshold.

	Potentially Significant Impact	Less Than Significant With Mitigation Implementation	Less than Significant Impact	No Impact
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XII. MINERAL RESOURCES --

Would the project:

- | | | | | |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

a, b) The City of Indio General Plan 2040 Environmental Impact Report (2019) shows the project corridor is not within a mapped Mineral Resource Zone (MRZ). The proposed project would not require excavation of mineral resources nor would construction result in the loss of availability of any known regional or local mineral resources. Therefore, **no impact** to mineral resources would occur.

	Potentially Significant Impact	Less Than Significant With Mitigation Implementation	Less than Significant Impact	No Impact
XIII. NOISE – Would the project result in:				
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Generation of excessive groundborne vibration or groundborne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Noise levels (or volume) are generally measured in decibels (dB) using the A-weighted sound pressure level (dBA). The A-weighting scale is an adjustment to the actual sound power levels consistent with the human hearing response, which is most sensitive to frequencies around 4,000 Hertz (about the highest note on a piano) and less sensitive to low frequencies (below 100 Hertz).

Sound pressure level is measured on a logarithmic scale with the 0 dB level based on the lowest detectable sound pressure level that people can perceive (an audible sound that is not zero sound pressure level). Based on the logarithmic scale, a doubling of sound energy is equivalent to an increase of 3 dB, and a sound that is 10 dB less than the ambient sound level has no effect on ambient noise. Because of the nature of the human ear, a sound must be about 10 dB greater than the reference sound to be judged as twice as loud. In general, a 3 dB change in community noise levels is noticeable, while 1-2 dB changes generally are not perceived. Quiet suburban areas typically have noise levels in the range of 40-50 dBA, while those along arterial streets are in the 50-60+ dBA range. Normal conversational levels are in the 60-65 dBA range, and ambient noise levels greater than 65 dBA can interrupt conversations.

In addition to the instantaneous measurement of sound levels, the duration of sound is

important since sounds that occur over a long period of time are more likely to be an annoyance or cause direct physical damage or environmental stress. One of the most frequently used noise metrics that considers both duration and sound power level is the equivalent noise level (L_{eq}). The L_{eq} is defined as the single steady A-weighted level that is equivalent to the same amount of energy as that contained in the actual fluctuating levels over a period of time (essentially, the average noise level). Typically, L_{eq} is summed over a one-hour period.

The time period in which noise occurs is also important since noise that occurs at night tends to be more disturbing than that which occurs during the daytime. Two commonly used noise metrics – the Day-Night average level (L_{dn}) and the Community Noise Equivalent Level (CNEL) recognize this fact by weighting hourly L_{eq} over a 24-hour period. The L_{dn} is a 24-hour average noise level that adds 10 dB to actual nighttime (10:00 PM to 7:00 AM) noise levels to account for the greater sensitivity to noise during that time period. The CNEL is identical to the L_{dn} , except it also adds a 5-dB penalty for noise occurring during the evening (7:00 PM to 10:00 PM).

Vibration is sound radiated through the ground. The rumbling sound caused by the vibration of room surfaces is called ground borne noise. Ground borne vibration is almost exclusively a concern inside buildings and is rarely perceived as a problem outdoors. Ground-borne vibration related to human annoyance is generally related to velocity levels expressed in vibration decibels (VdB). However, construction-related groundborne vibration in relation to its potential for building damage can also be measured in inches per second (in/sec) peak particle velocity (PPV) (Federal Transit Administration, April 2018). Based on the FTA's *Transit Noise and Vibration Impact Assessment* and the California Department of Transportation's *Transportation-Related Earthborne Vibration, Technical Advisory* (September 2013) vibration levels decrease by 6 VdB with every doubling of distance.

Noise exposure goals for various types of land uses reflect the varying noise sensitivities associated with those uses. Residences, hospitals, schools, guest lodging, libraries, and parks are most sensitive to noise intrusion; and therefore, have more stringent noise exposure standards than commercial or industrial uses that are not subject to impacts such as sleep disturbance. Sensitive land uses generally should not be subjected to noise levels that would be considered intrusive in character. Therefore, the location, hours of operation, type of use, and extent of development warrant close analysis to ensure that noise sensitive receptors are not substantially affected by noise.

Noise Standards

State of California. In 1976, the California Department of Health, State Office of Noise Control published a recommended noise/land use compatibility matrix which many jurisdictions have adopted as a standard in their general plan noise elements. The California State Office of Planning and Research 2017 updates to the General Plan Guidelines, Appendix D Noise Element Guidelines, Figure 2, shows that exterior noise levels up to 60 dBA (CNEL or L_{dn}) are normally compatible for low density single-family residences, duplexes and mobile homes. Noise levels up to 70 dBA (CNEL or L_{dn}) are conditionally compatible in urban settings like the

project site for multifamily residences. The term “normally compatible” refers to compatibility with the ambient outdoor noise environment for the land use type referenced such that interior noise levels are adequately attenuated without implementation of specific noise reduction measures. Whereas, “conditionally compatible” refers to exterior ambient conditions that require the use of construction materials and methods or mitigation to achieve interior noise standards for the specified land use type.

City of Indio Noise Standards. The City of Indio Municipal Code Section 95C.08(C) limits the use of construction equipment as follows:

- (1) Pacific Standard Time.
 - (a) Monday through Friday, 7:00 a.m. through 6:00 p.m.
 - (b) Saturday, 8:00 a.m. through 6:00 p.m.
 - (c) Sunday, 9:00 a.m. through 5:00 p.m.
 - (d) Government Holidays, 9:00 a.m. through 5:00 p.m.
- (2) Pacific Daylight Time.
 - (a) Monday through Friday, 6:00 a.m. through 6:00 p.m.
 - (b) Saturday, 7:00 a.m. through 6:00 p.m.
 - (c) Sunday, 9:00 a.m. through 5:00 p.m.
 - (d) Government Holidays, 9:00 a.m. through 5:00 p.m.

As stated in Section 95C.09 (I), provisions of the noise control section of the municipal code –

“shall not preclude the construction, operation, maintenance and repairs of equipment, apparatus or facilities of park and recreation departments, public work projects or essential public services and facilities, including trash collection and those activities of public utilities subject to the regulatory jurisdiction of the California Public Utilities Commission”.

Further, Section 95C.09 (K) states - *“the provisions of this chapter shall not apply to any activity to the extent regulation thereof has been preempted by state or federal law or which is necessary or appropriate means of complying with health or safety requirements imposed by state or federal law.”*

Vibration Standards. Vibration is a unique form of noise as the energy is transmitted through buildings, structures and the ground whereas audible noise energy is transmitted through the air. Thus, vibration is generally felt rather than heard. The ground motion caused by vibration is measured as peak particle velocity (PPV) in inches per second. Vibration impacts to buildings are generally discussed in terms of PPV which describes particle movement over time (in terms of physical displacement of mass). Vibration can impact people, structures, and sensitive equipment. Groundborne vibration generated by construction projects is usually highest during pile driving, rock blasting, soil compacting, jack hammering, and other high impact demolition and excavation-related activities. Grading also has the potential to cause short-term vibration impacts if large bulldozers, loaded trucks, or other heavy equipment operate within proximity to sensitive land uses. Use of the PPV descriptor is common when addressing potential impacts to structures. The maximum vibration level standard used by the California Department of

Transportation (Caltrans) for the prevention of structural damage to typical residential buildings is 0.2 ips PPV (Caltrans 2020).

The vibration velocity level (VdB) is used to describe potential impacts to people. The threshold of perception for humans is approximately 65 VdB. A vibration velocity of 75 VdB is the approximate dividing line between barely perceptible and distinctly perceptible levels (Federal Transit Administration, 2018).

Construction activities referenced above that would generate significant vibration levels are not proposed (i.e., blasting, pile driving, jackhammering). However, to provide information for use in completing the CEQA evaluation, construction-related vibration impacts are evaluated using both PPV and associated VdB criteria.

a) Construction Noise. Temporary, construction-related noise would occur during construction of the proposed project. The noise levels associated with the operation of common construction equipment are shown in Table 6. The noise levels are provided for reference purposes; not all equipment shown would be used for the proposed project. Noise levels are expected to occur within the ranges shown.

**Table 6
 Typical Maximum Construction Equipment Noise Levels**

Equipment Onsite	Typical Maximum Level (dBA) 25 Feet from the Source	Typical Maximum Level (dBA) 50 Feet from the Source	Typical Maximum Level (dBA) 100 Feet from the Source
Air Compressor	86	80	74
Generator	87	81	75
Backhoe	86	80	74
Bobcat Tractor	86	80	74
Concrete Mixer	91	85	79
Loader	86	80	74
Bulldozer	91	85	79
Jack Hammer	94	88	82
Pavement Roller	91	85	79
Street Sweeper	88	82	76
Man Lift	81	75	69
Dump Truck	90	84	78
Mobile Crane	89	83	77
Excavator/Scraper	91	85	79
Horizontal Drill Rig	89	83	77

Table 6
Typical Maximum Construction Equipment Noise Levels

Equipment Onsite	Typical Maximum Level (dBA) 25 Feet from the Source	Typical Maximum Level (dBA) 50 Feet from the Source	Typical Maximum Level (dBA) 100 Feet from the Source
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*Source: FTA Noise and Vibration Impact Assessment Manual (September 2018), Table 7-1.
 Noise levels are based on actual maximum measured noise levels at 50 feet (L_{max}).
 Noise levels are based on a noise attenuation rate of 6 dBA per doubling of distance.*

Construction of the proposed drill entrance/exit pits would likely utilize a backhoe and truck to remove spoils. The majority of the noise would be associated with use of a HDD rig and related support equipment required to remove spoils. The entrance pit would be located on the IWA Plant No. 4 property to maximize the distance between construction activities and the adjacent residences to the south and east. Noise levels associated with the equipment commonly used will range from 80 to 84-dBA at 50 feet from the source. A doubling of sound energy yields an increase of three decibels, so multiple pieces of equipment operating together may cause relatively small but noticeable increases in noise levels above that associated with one piece of equipment. Assuming two pieces of construction equipment, each producing a noise level of 83 dBA, are operating at one time on the site in proximity to one another, the worst-case combined noise level is estimated to 86 dBA at a distance of 50 feet from the active construction area. Night-time work may be required as stated if the pipe installation cannot be completed in one 12-hour daytime shift. Up to two-night shifts may be needed. Use of a generator would be required for lighting during night-time hours. Pipe joining equipment would also be required to connect the existing siphon to the new pipe segment.

There are residential areas proximal to both the entrance and exit pits. These residences could experience temporary noise levels at or approximately 86 dBA Leq. The nearest residence to the entrance pit is approximately 130 feet to the south at the east end of Sandscript Court. The residences nearest the exit pit is on the north side of Westward Ho Drive approximately 50 feet from the centerline of the street. Worst-case construction noise levels at the east end would attenuate to approximately 80 dBA Leq at nearest receiver and would remain at 86 dBA at the nearest receivers on the west end. The City of Indio code exempts construction projects from noise standards, provided that the project complies with construction hour restrictions referenced above. Further, construction noise associated with utility and related infrastructure work is exempt per Sections 95C.09 (I) and (K) of the municipal code. However, because night-time work may be required, short-term noise impacts at neighboring residences may occur, and while exempt from the municipal code, the night-time noise would exceed the standards referenced above. Without mitigation, temporary construction noise impacts would be **potentially significant**. The following Mitigation Measures are recommended to minimize night-time noise levels at adjacent residential properties.

NOI-1 Electrical power shall be used to run air compressors and similar power tools. Internal combustion engines should be equipped with a muffler of a type recommended by the manufacturer and in good repair. All diesel equipment should be operated with closed engine doors and should be equipped with factory-recommended mufflers.

Construction equipment that continues to generate substantial noise at the project boundaries should be shielded with temporary noise barriers, such as barriers that meet a sound transmission class (STC) rating of 25, sound absorptive panels, or sound blankets on individual pieces of construction equipment. Stationary noise-generating equipment, such as generators and compressors, should be located as far as practically possible from the nearest residential property lines.

NOI-2 Limit the number of large pieces of equipment operating adjacent to receivers to one at any given time.

NOI-3 Provide notification to residential occupants adjacent to the project site at least two weeks prior to initiation of construction activities that could result in noise levels of 75-dBA at adjacent residences. This notification should include the anticipated hours and duration of construction and a description of noise reduction measures being implemented at the project site. The notification should include a telephone number to call to submit complaints associated with construction noise.

NOI-4 Construction contractors shall develop and implement a noise control plan that includes a noise control monitoring program to ensure sustained construction noise levels do not exceed 75 decibels at the adjacent residences. The plan may include the following requirements:

- Contractor shall turn off idling equipment.
- Contractor shall perform noisier operation during the times least sensitive to receptors.
- All diesel equipment shall be operated with closed engine doors and shall be equipped with factory- recommended mufflers.
- Electrical power shall be used to run air compressors and similar power tools and to power any temporary structures, such as construction trailers or security staff facilities.
- For all noise-generating construction activities, additional noise attenuation techniques shall be employed as necessary to reduce noise levels. Such techniques shall include, but are not limited to, the use of sound blankets, noise shrouds and temporary sound barriers.

With implementation of measures NOI-1 through NOI-4, noise impacts during night-time construction would be reduced to **less than significant**.

Operational Noise

The proposed project does not include noise generating equipment. Periodic maintenance inspections would occur; however, that would be consistent with current activities throughout the VSD service area. No operational noise impacts would occur.

b) Vibration is a unique form of noise because its energy is carried through buildings, structures, and the ground, whereas noise is simply carried through the air. Thus, vibration is generally felt rather than heard. Some vibration effects can be caused by noise; e.g., the rattling of windows from truck pass-bys. This phenomenon is caused by the coupling of the acoustic energy at frequencies that are close to the resonant frequency of the material being vibrated. Typically, groundborne vibration generated by manmade activities attenuates rapidly as vibration rapidly diminishes in amplitude with distance from the source. In the U.S., the ground motion caused by vibration is measured as particle velocity in inches per second and is referenced as vibration decibels (VdB).

The vibration velocity level threshold of perception for humans is approximately 65 VdB (i.e., vibration velocity of 0.01 inches per second). A vibration velocity of 75 VdB is the approximate dividing line between barely perceptible and distinctly perceptible levels for many people. If a roadway is smooth, the groundborne vibration from traffic is barely perceptible. The range of interest is from approximately 50 VdB, which is the typical background vibration velocity, to 100 VdB, which is the general threshold where minor damage can occur in fragile buildings.

Construction activity would be temporary and any vibration would be associated with brief pass by trips which would not persist for long periods. Construction activities that typically generate substantial groundborne vibration include deep excavation and pile driving. Based on the proposed scope of improvements, this type of construction activity would not occur on the project site. Further, the a drill rig is a stationary piece of equipment that would be located adjacent to the entrance pit. It would not generate vibration like mobile equipment Assuming vibration levels would be similar to those associated with a loaded truck, typical groundborne vibration levels could range from 80 VdB at a receptor distance of 50 feet to 74 VdB at 100 feet, based on the Federal Transit Administration’s (FTA’s) *Transit Noise and Vibration Impact Assessment* (September 2018) as shown in Table 7 below.

**Table 7
 Typical Vibration Source Levels for Construction Equipment**

Equipment	Approximate VdB				
	25 Feet	50 Feet	60 Feet	75 Feet	100 Feet
Large Bulldozer	87	81	79	77	75
Loaded Trucks	86	80	78	76	74
Jackhammer	79	73	71	69	67
Small Bulldozer	58	52	50	48	46

Source: FTA, 2018

As discussed, 100 VdB is the threshold where minor damage can occur in fragile buildings. There are no fragile buildings located in proximity to the construction site. Furthermore, vibration levels would be under the threshold associated with structural damage. Thus, structural damage is not expected to occur as a result of construction activities associated with the proposed project. Impacts would be **less than significant**.

c) The project site is located approximately eight miles northwest of Thermal Airport and outside the boundaries of any airport land use plan. No private airstrips are located in proximity to the project site. The project would not result in the construction of residential uses that could be adversely affected by airport noise. **No impact** would occur under this threshold.

	Potentially Significant Impact	Less Than Significant With Mitigation Implementation	Less than Significant Impact	No Impact
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XIV. POPULATION AND HOUSING –

Would the project:

- | | | | | |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

a) The proposed project is a new sewer line siphon installed to replace an existing line. The project would not induce population growth directly through the development of new residential occupancies or indirectly through the extension of utility infrastructure to a currently unserved area. Therefore, the project would result in **no impact** related to population growth.

b) Project implementation does not result in the removal of existing housing or the displacement of residents. **No impact** would occur.

Potentially Significant Impact	Less Than Significant With Mitigation Implementation	Less than Significant Impact	No Impact
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XV. PUBLIC SERVICES

a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, or the need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

i) Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ii) Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iii) Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iv) Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
v) Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

a (i-v) The project would not induce population growth directly through the development of new residential occupancies or indirectly through the extension of utility infrastructure to a currently unserved area. The sewer line siphon replacement would address an existing deficiency in the conveyance system. Demand for public services would not change as a result of project construction and operation. Thus, the project would not require the provision of new or physically altered governmental facilities to maintain acceptable levels of service. **No impact** would occur.

	Potentially Significant Impact	Less Than Significant With Mitigation Implementation	Less than Significant Impact	No Impact
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XVI. RECREATION --

- | | | | | |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

a-b) The project would not increase demand for recreational facilities such that the deterioration of such facilities would be accelerated. Further, the project would not require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment. **No impact** would occur.

	Potentially Significant Impact	Less Than Significant With Mitigation Implementation	Less than Significant Impact	No Impact
XVII. TRANSPORTATION -- Would the project:				
a) Conflict with a program, plan, ordinance or policy addressing the circulation system including transit, roadway, bicycle and pedestrian facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible use (e.g., farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Result in inadequate emergency access?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

a) Project construction may temporarily impede traffic flow within Westward Ho Drive. The project would return the road surface to existing conditions upon completion. Post-construction, the project would not generate traffic with the exception of periodic maintenance visits that occur throughout the service area. A traffic control plan would be prepared by the contractor and submitted to VSD and the City of Indio for review and approval. The purpose of the traffic control plan is to identify measures that would be implemented to address street/lane closures, identify construction haul routes and detour routes if needed. No additional trips would be required to operate and maintain the project. A **less than significant impact** would occur under this threshold.

b) The CEQA Guidelines, specifically Section 15064.3, identify Vehicle Miles Travelled (VMT) as the most appropriate measure for the evaluation of transportation impacts and states that a project's effect on automobile delay shall not constitute a significant environmental impact. While vehicle delay may cause an inconvenience to motorists traveling through an area, it does not constitute an environmental impact. In general terms, VMT quantifies the amount and distance of automobile travel attributable to a project. All agencies and projects statewide are required to utilize the updated CEQA guidelines recommending use of VMT for evaluating transportation impacts as of July 1, 2020.

The proposed project would not generate any vehicle trips other than occasional maintenance trips that occur under existing conditions. The project would have no effect on VMT. **No impact** would occur under this threshold.

c) Post construction, the project would return the Westward Ho Drive surface to existing conditions. The project would not result in any road improvements. **No impact** would occur under this threshold.

d) The proposed project would maintain access to the area for use by emergency vehicles; however, the project would not alter emergency access routes. The project would not impair emergency access to the area. **No impact** would occur under this threshold.

	Potentially Significant Impact	Less Than Significant With Mitigation Implementation	Less than Significant Impact	No Impact
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XVIII. TRIBAL CULTURAL

RESOURCES -- Would the project:

Cause a substantial adverse change in the significance of a tribal cultural resource, defined in the Public Resource Code section 21074 as either a site, feature, place cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place or object with cultural value to a California Native American tribe, and that is:

a) Listed or eligible for listing in the California Register of Historic Places, or in a local register of historical resources as defined in Public Resource Code section 5020.1(k), or

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resource Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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a) As documented in the Phase I Cultural Resources Report, no historical resources occur within the study area. Further, no archaeological resources were located in the area survey. Valley Sanitary District sent AB 52 consultation notices to three Native American Tribes; Agua Caliente Band of Cahuilla Indians, Cabazon Band of Mission Indians and the Twenty-Nine Palms Band of Mission Indians. No responses were received. As a result of the AB 52 process, no specific information has been obtained about the presence of Native American resources in or near the

project area. With implementation of the Management Recommendations provided in Section V, Cultural Resources, impacts would be less than significant under this threshold.

b) No evidence has been presented or discovered that indicates the presence of archaeological resources within the area to be directly impacted by the project. Thus, implementation of Management Recommendations presented in Section V, *Cultural Resources*, would adequately address potential adverse effects to previously unknown Tribal Cultural Resources inadvertently discovered during excavation of the directional drilling pits. With implementation of Management Recommendations, impacts would be **less than significant**.

	Potentially Significant Impact	Less Than Significant With Mitigation Implementation	Less than Significant Impact	No Impact
XIX. UTILITIES AND SERVICE SYSTEMS -- Would the project:				
a) Require or result in the relocation or construction of new or expanded water, or wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities or expansion of existing facilities, the construction or relocation of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
a) The project would replace an existing wastewater conveyance siphon within the existing VSD system. The project would not create additional demand on existing facilities such that wastewater treatment standards would be exceeded or new or expanded facilities would be required. No impact would occur under this threshold.				

b) The proposed improvements would not require use of potable water other than what is needed for construction purposes. No new water entitlements would be necessary. **No impact** would occur under this threshold.

c) The project would not generate wastewater. It would replace an existing siphon pipeline which is part of the existing VSD conveyance system. **No impact** would occur under this threshold.

d) The proposed project would generate minimal construction/demolition waste (CDW). It is anticipated that most of the material excavated would be used as backfill and that and spoils removed during the drilling process would be hauled off-site. The California Integrated Waste Management Act (CIWMA) of 1989 mandates that all cities and counties in California reduce solid waste disposed at landfills generated within their jurisdictions by 50% and 75% by 2020. CDW associated with the proposed project will be recycled to the extent practicable with the remainder sent to a landfill. During operation, the project would not generate solid waste. **A less than significant impact** would occur under this threshold.

e) The applicant and project contractor will comply with all local, state, and federal requirements for integrated waste management (e.g., recycling, green waste) and solid waste disposal as required by the CIWMA of 1989 and AB 341. **No impact** would occur under this threshold.

	Potentially Significant Impact	Less Than Significant With Mitigation Implementation	Less than Significant Impact	No Impact
XX. WILDFIRES – If located within state responsibility areas or lands classified as very high fire hazard severity zones, would the project:				
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

a) The project site is located within a Local Responsibility Area for fire services. It is not located within a Very High Fire Hazard Severity Zone (VHFHSZ) as depicted in the Fire Hazard Severity Zone (FHSZ) viewer (<https://egis.fire.ca.gov/FHSZ/>) accessed June 2022. The project would temporarily impede access on Westward Ho Drive; however, access would be maintained. Emergency evacuation would not be affected nor would the project conflict with or impair implementation of an emergency evaluation plan. **No impact** would occur under this threshold.

b) The project construction areas are located proximal to single-family residences; however, the improvements would be comprised of a buried sewer line siphon pipeline. The improvements,

due to slope, prevailing winds, and other factors, would not exacerbate wildfire risks or expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire. **No impact** would occur under this threshold.

c) The site is limited to excavation pits on IWA property to the east and within Westward Ho Drive to the west. The sites are located in a developing area and surrounded in part, by residential development. Construction of the project would not require additional improvements designed to address fire risk. **No impact** would occur under this threshold.

d) The site and surrounding area are generally flat and urbanizing. Given the desert environment and proximity to the CVSC, the area is not susceptible to wildfire. There are no steep slopes in the area that would become unstable or increase the risk of landslide or mudflow should a wildfire occur. **No impact** would occur under this threshold.

	Potentially Significant Impact	Less Than Significant With Mitigation Implementation	Less than Significant Impact	No Impact
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XVIII. MANDATORY FINDINGS OF SIGNIFICANCE –

- | | | | | |
|--|--------------------------|-------------------------------------|--------------------------|--------------------------|
| a) Does the project have the potential to substantially degrade the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self- sustaining levels, eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b) Does the project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

a) Construction activities would occur within a paved segment of Westward Ho Avenue, under the CVSC and within a disturbed area in the IWA reservoir yard. No vegetation removal or impacts to wildlife species or their habitat would occur. All disturbances would occur outside the OHWM of the CVSC. Although the project area is not anticipated to contain any known paleontological or archaeological resources, it may contain previously undetected subsurface archaeological resources. Management Recommendations 1 and 2 have been provided herein to address the unforeseen discovery of previously undetected subsurface cultural resources during excavation for the directional drilling pits. Adherence to these measures would reduce cultural resource, paleontological resource and tribal cultural resource impacts to **less than**

significant. Implementation of Mitigation Measure BIO-1 would reduce potentially significant impacts to nesting birds to **less than significant**.

b) As presented in the discussion of environmental checklist Sections I through XX, the project would have no impact, a less than significant impact, or a less than significant impact after mitigation with respect to all environmental issues. Based on the limited scope of direct physical impacts to the environment associated with the proposed project, the impacts are project-specific in nature. Consequently, the project along with other cumulative projects would result in a **less than significant** cumulative impact with respect to all environmental issues.

c) In general, impacts to human beings are associated with air quality, hazards and hazardous materials, and noise impacts. As presented in the discussion of the related environmental checklist sections, the project would have no impact or a less than significant impact with respect to these environmental issues. Therefore, the project would have a **less than significant** impact on human beings.

REFERENCES

- Birdseye Planning Group, Summer/Annual Emission Calculations, CalEEMod 2020.4.0, June 2022.
- California Environmental Protection Agency (CalEPA) and Department of Toxic Substances Control. *Envirostar database*. <http://www.envirostor.dtsc.ca.gov/public/>.
- California Environmental Protection Agency, March 2006. *Climate Action Team Report to Governor Schwarzenegger and the Legislature*.
http://www.climatechange.ca.gov/climate_action_team/reports/2006-04-03_FINAL_CAT_REPORT_EXECSUMMARY.PDF
- California Air Pollution Control Officers Association (CAPCOA). *CEQA & Climate Change: Evaluating and Addressing Greenhouse Gas Emissions from Projects Subject to the California Environmental Quality Act*, January 2008
- California Air Resources Board (CARB). *Proposed Early Actions to Mitigate Climate Change in California*. April 20, 2007
- California Air Resources Board (CARB), *California's 2017 Climate Change Scoping Plan*, November 2017.
- California Department of Forestry and Fire Protection, FHSZ Viewer, access June 2022, .
<https://egis.fire.ca.gov/FHSZ/>
- California Department of Transportation Noise, Vibration, and Hazardous Materials Office. April 2020, *Transportation and Construction Vibration Guidance Manual*.
- California Department of Transportation. *Officially Designated State Scenic Highways*, website visited June 2022
- City of Indio, *Zoning Map*, June 2009.
- City of Indio. *Climate Action Plan*, September 2019
- City of Indio. *2040 General Plan*, September 2019
- City of Indio Municipal Code Section 95C.08(C)
- ELMT Consulting, Inc., Westward Ho Siphon Replacement Project, Habitat Assessment Memorandum, August 2022
- Federal Transit Administrations (FTA). *Transit Noise and Vibration Impact Assessment* September

2018

Federal Emergency Management Agency, Flood Insurance Rate Map No. 06065C2254G,
August, 2008.

PaleoWest, LLC. *Cultural Resource Investigation in Support of the Valley Sanitary District, Westward
Ho Sewer Siphon Project*, Indio, Riverside County, California, August 2022

Southern California Association of Governments, *Connect SoCal (2020–2045 Regional
Transportation Plan/Sustainable Communities Strategy)*, September 2020

South Coast AQMD. *Air Quality Management Plan*. 2016.

- *Fact Sheet for Applying CalEEMod to Localized Significance Thresholds*. 2011
- *Final Localized Significant (LST) Thresholds Methodology*, revised July 2008.

Appendix A – Under Separate Cover

Appendix B – Biological Resources Report

Appendix C – Cultural Resources Report

Appendix D – Response to Comments



State of California – Natural Resources Agency
 DEPARTMENT OF FISH AND WILDLIFE
 Inland Desert Region
 3602 Inland Empire Boulevard, Suite C-220
 Ontario, CA 91764
www.wildlife.ca.gov

GAVIN NEWSOM, Governor
CHARLTON H. BONHAM, Director



November 9, 2022
Sent via email

Ron Buchwald
 District Engineer
 Valley Sanitary District
 45500 Van Buren Street
 Indio, CA 92201

Westward Ho Sewer Siphon Replacement (PROJECT)
 MITIGATED NEGATIVE DECLARATION (MND)
 SCH# 2022100200

Dear Mr. Buchwald:

The California Department of Fish and Wildlife (CDFW) received a Mitigated Negative Declaration (MND) from the Valley Sanitary District for the Project pursuant to the California Environmental Quality Act (CEQA) and CEQA guidelines¹.

Thank you for the opportunity to provide comments and recommendations regarding those activities involved in the Project that may affect California fish and wildlife. Likewise, we appreciate the opportunity to provide comments regarding those aspects of the Project that CDFW, by law, may be required to carry out or approve through the exercise of its own regulatory authority under the Fish and Game Code.

CDFW ROLE

CDFW is California’s **Trustee Agency** for fish and wildlife resources and holds those resources in trust by statute for all the people of the State. (Fish & G. Code, §§ 711.7, subd. (a) & 1802; Pub. Resources Code, § 21070; CEQA Guidelines § 15386, subd. (a).) CDFW, in its trustee capacity, has jurisdiction over the conservation, protection, and management of fish, wildlife, native plants, and habitat necessary for biologically sustainable populations of those species. (*Id.*, § 1802.) Similarly, for purposes of CEQA, CDFW is charged by law to provide, as available, biological expertise during

¹CEQA is codified in the California Public Resources Code in section 21000 et seq. The “CEQA Guidelines” are found in Title 14 of the California Code of Regulations, commencing with section 15000.

public agency environmental review efforts, focusing specifically on projects and related activities that have the potential to adversely affect fish and wildlife resources.

CDFW is also submitting comments as a **Responsible Agency** under CEQA. (Pub. Resources Code, § 21069; CEQA Guidelines, § 15381.) CDFW expects that it may need to exercise regulatory authority as provided by the Fish and Game Code. As proposed, for example, the Project may be subject to CDFW's lake and streambed alteration regulatory authority. (Fish & G. Code, § 1600 et seq.) Likewise, to the extent implementation of the Project as proposed may result in "take" as defined by State law of any species protected under the California Endangered Species Act (CESA) (Fish & G. Code, § 2050 et seq.), the Project proponent may seek related authorization as provided by the Fish and Game Code.

PROJECT DESCRIPTION SUMMARY

Proponent: Valley Sanitary District

Objective: The Project proposes to install a replacement sewer pipeline that has been structurally compromised from erosion within the Coachella Valley Stormwater Channel (CVSC). The new pipeline would be installed using horizontal directional drilling and would pass under the CVSC at a depth of approximately 50 feet at its deepest point. The new sewer line will be installed between Westward Ho Drive on the west end and Indio Water Authority property on the east end, a total distance of approximately 1,130 feet.

Location: The proposed Project is generally located south of Interstate 10, north of State Route 111, east of State Route 74, and west of State Route 86 in the City of Indio, Riverside County, California. The Project site is depicted on the La Quinta quadrangle of the United States Geological Survey's (USGS) 7.5-minute topographic map series within Sections 21 and 28 of Township 5 South, Range 7 East. The Project site is located at the eastern terminus of Westward Ho Drive at its intersection with Meadow Lake Drive and the western terminus of Avenue 46 at Shields Road, and it is bisected by the Coachella Valley Stormwater Channel. Latitude/longitude coordinates: 33.71470046168005, -116.26261578375443.

Timeframe: The Project proposes starting construction of the new replacement pipeline in winter 2023 and anticipates construction activities to take approximately three months to complete.

COMMENTS AND RECOMMENDATIONS

CDFW's comments and recommendations on the MND are explained in greater detail below and summarized here. CDFW is concerned that the MND does not adequately identify the Project's significant, or potentially significant, impacts to fish and wildlife

resources subject to Fish and Game Code Section 1600 et seq. The Project proposes installing a new replacement pipeline using horizontal directional drilling, an activity that has the potential to release drilling fluids into stream habitat and negatively impact fish and wildlife resources. Given these potential impacts to stream habitat, CDFW recommends that Valley Sanitary District submit a Notification of Lake or Streambed Alteration. Additionally, the Project's staging and excavation activities located outside of the Whitewater River may also impact biological resources in the areas identified in the MND as disturbed and developed. CDFW recommends additional biological surveys and avoidance and minimization measures to avoid potential impacts on burrowing owls, nesting birds, and other biological resources.

1) Avoidance, Minimization, and Mitigation Measures for Impacts to Streams

The MND indicates that horizontal direction drilling will be used to install the replacement pipeline under the CVSC. Horizontal directional drilling activities have the potential to frac-out and release drilling fluids that can travel to the surface and affect fish and wildlife resources. Given these potential impacts of fish and wildlife resources subject to Fish and Game Code section 1600 et seq., CDFW recommends that the Valley Sanitary District submit a Notification of Lake or Streambed Alteration for Project. Additionally, CDFW recommends that Valley Sanitary District revise the MND to include the following mitigation measure:

MM BIO-[A]: CDFW Lake and Streambed Alteration Program

Prior to construction and issuance of any grading permit, the Project Sponsor shall obtain written correspondence from the California Department of Fish and Wildlife (CDFW) stating that notification under section 1602 of the Fish and Game Code is not required for the Project, or the Project Sponsor should obtain a CDFW-executed Lake and Streambed Alteration Agreement, authorizing impacts to Fish and Game Code section 1602 resources associated with the Project.

1.1

2) Protection of Nesting Birds

It is the Project proponent's responsibility to comply with all applicable laws related to nesting birds and birds of prey. Fish and Game Code sections 3503, 3503.5, and 3513 afford protective measures as follows: section 3503 states that it is unlawful to take, possess, or needlessly destroy the nest or eggs of any bird, except as otherwise provided by Fish and Game Code or any regulation made pursuant thereto. Fish and Game Code section 3503.5 makes it unlawful to take, possess, or destroy any birds in the orders Falconiformes or Strigiformes (birds-of-prey) or to take, possess, or destroy the nest or eggs of any such bird except as otherwise provided by Fish and Game Code or any regulation adopted pursuant thereto. Fish and Game Code section 3513 makes it unlawful to take or possess any migratory nongame bird except as provided by rules

and regulations adopted by the Secretary of the Interior under provisions of the Migratory Bird Treaty Act of 1918, as amended (16 U.S.C. § 703 et seq.).

The MND indicates that the Project site has the potential to support nesting birds. Birds may nest in areas within the Whitewater River where frac-outs may occur, or in areas identified by the MND as disturbed or developed where Project staging and excavation activities will be conducted. In areas without vegetation, ground-nesting birds like killdeer (*Charadrius vociferus*) may nest in these areas. Although the MND includes Mitigation Measure BIO-1 for nesting birds, the timing and scope are insufficient. CDFW recommends that disturbance of occupied nests within the Project site be avoided **any time birds are nesting onsite**. Preconstruction nesting bird surveys shall be performed within 3 days prior to Project activities to determine the presence and location of nesting birds.

CDFW recommends that Mitigation Measures BIO-1 is revised in the MND as indicated below, with removals in ~~strikethrough~~ and additions in **bold**.

Mitigation Measure BIO-1

~~Pursuant to the Migratory Bird Treaty Act (MBTA) and Fish and Game Code, removal of any trees, shrubs, or any other potential nesting habitat should be conducted outside the avian nesting season. The nesting season extends from February 1 through August 31 but can vary slightly from year to year based upon seasonal weather conditions. If ground disturbance and vegetation removal cannot occur outside of the nesting season, a pre-construction clearance survey for nesting birds, should be conducted within three (3) days of the start of any ground disturbing activities to ensure that no nesting birds will be disturbed during construction. The biologist conducting the clearance survey should document a negative survey with a brief letter report provided to the City of Rancho Cucamonga indicating that no impacts to active avian nests will occur. If an active avian nest is discovered during the pre-construction clearance survey, construction activities can commence thereafter provided activities are able to maintain a 300-foot buffer around the active nest. For raptors and special-status species, this buffer will be expanded to 500 feet. It is recommended that a biological monitor be present to delineate the boundaries of the buffer area and to monitor the active nest to ensure that nesting behavior is not adversely affected by the construction activity. Once a qualified biologist has determined the young have fledged and left the nest, or the nest otherwise becomes inactive under natural conditions, normal construction activities can occur.~~

Nesting bird surveys shall be performed by a qualified avian biologist no more than 3 days prior to vegetation removal or ground-disturbing activities. Pre-construction surveys shall focus on both direct and indirect evidence of nesting, including nest locations and nesting behavior. The

1.2

qualified avian biologist will make every effort to avoid potential nest predation as a result of survey and monitoring efforts. If active nests are found during the pre-construction nesting bird surveys, a qualified biologist shall establish an appropriate nest buffer to be marked on the ground. Nest buffers are species specific and shall be at least 300 feet for passerines and 500 feet for raptors. A smaller or larger buffer may be determined by the qualified biologist familiar with the nesting phenology of the nesting species and based on nest and buffer monitoring results. Established buffers shall remain on site until a qualified biologist determines the young have fledged or the nest is no longer active. Active nests and adequacy of the established buffer distance shall be monitored daily by the qualified biologist until the qualified biologist has determined the young have fledged or the Project has been completed. The qualified biologist has the authority to stop work if nesting pairs exhibit signs of disturbance.

1.2 cont.

3) *Burrowing Owls (Athene cunicularia)*

The MND indicates that California ground squirrel (*Otospermophilus beecheyi*) was detected onsite during a field assessment. Burrowing owls may occupy burrows made by California ground squirrels, and burrowing owls have been detected in the Whitewater River both upstream and downstream of the Project site. Given the potential for suitable burrowing owl habitat existing on or near the Project site—including within the Whitewater River where frac-outs may occur and within the areas identified in the MND as disturbed or developed where staging and excavation activities will be conducted—CDFW recommends that focused burrowing owl surveys are completed and appropriate avoidance and minimization measures are implemented.

CDFW recommends that the Valley Sanitary District add the following mitigation measure to a revised MND:

Mitigation Measure BIO-[B]: Burrowing Owls

Focused burrowing owl surveys shall be conducted by a qualified biologist in accordance with the *Staff Report on Burrowing Owl Mitigation* (California Department of Fish and Game 2012 or most recent version). If burrowing owls are detected during the focused surveys, the qualified biologist and Project Applicant shall prepare a Burrowing Owl Plan that shall be submitted to CDFW for review and approval prior to commencing Project activities. The Burrowing Owl Plan shall describe proposed avoidance, monitoring, relocation, minimization, and/or mitigation actions. The Burrowing Owl Plan shall include the number and location of occupied burrow sites, acres of burrowing owl habitat that will be impacted, details of site monitoring, and details on proposed buffers and other avoidance

1.3

measures if avoidance is proposed. If impacts to occupied burrowing owl habitat or burrow cannot be avoided, the Burrowing Owl Plan shall also describe the avoidance and minimization actions that will be implemented. Proposed implementation of burrow exclusion and closure should only be considered as a last resort, after all other options have been evaluated as exclusion is not in itself an avoidance, minimization, or mitigation method and has the possibility to result in take. If impacts to occupied burrows cannot be avoided, information shall be provided regarding adjacent or nearby suitable habitat available to owls. If no suitable habitat is available nearby, details regarding the creation and funding of artificial burrows (numbers, location, and type of burrows) and management activities for relocated owls shall also be included in the Burrowing Owl Plan. The Permittee shall implement the Burrowing Owl Plan following CDFW review and approval.

1.3 cont.

Preconstruction burrowing owl surveys shall be conducted no less than 14 days prior to the start of Project-related activities and within 24 hours prior to ground disturbance, in accordance with the *Staff Report on Burrowing Owl Mitigation* (2012 or most recent version). Preconstruction surveys should be performed by a qualified biologist following the recommendations and guidelines provided in the *Staff Report on Burrowing Owl Mitigation*. If the preconstruction surveys confirm occupied burrowing owl habitat, Project activities shall be immediately halted. The qualified biologist shall coordinate with CDFW and USFWS to conduct an impact assessment to develop avoidance and minimization measures to be approved by CDFW prior to commencing Project activities.

4) Artificial Nighttime Lighting

The MND indicates that up to two night-shifts may be needed to complete pipe installation; however, the MND lacks a discussion on the types of artificial nighttime lighting that would be used and an analysis of indirect impacts on biological resources. Available research indicates that artificial nighttime lighting alters ecological processes including, but not limited to, the temporal niches of species; the repair and recovery of physiological function; the measurement of time through interference with the detection of circadian and lunar and seasonal cycles; and the detection of resources and natural

enemies and navigation.² Further, many of the effects of artificial nighttime lighting on population- or ecosystem-level processes are still poorly known. CDFW recommends that the MND is updated to include a description of the artificial nighttime lighting that will be used at the Project site, a discussion of the indirect impacts of artificial lighting expected to adversely affect biological resources, and a discussion on how impacts of artificial nighttime lighting on biological resources will be avoided and minimized.

CDFW recommends that the Valley Sanitary District add the following mitigation measure to a revised MND:

Mitigation Measure BIO-[C]: Artificial Nighttime Lighting

During Project construction activities, the Project shall eliminate all nonessential lighting throughout the Project area and avoid or limit the use of artificial light during the hours of dawn and dusk when many wildlife species are most active. Ensure that lighting for Project activities is shielded, cast downward, and does not spill over onto other properties or upward into the night sky (see the International Dark-Sky Association standards at <http://darksky.org/>). Use LED lighting with a correlated color temperature of 3,000 Kelvins or less, properly dispose of hazardous waste, and recycle lighting that contains toxic compounds with a qualified recycler.

1.4

5) CVMSHCP Implementation

Within the Inland Deserts Region, CDFW issued Natural Community Conservation Plan Approval and Take Authorization for the CVMSHCP per Section 2800, *et seq.*, of the California Fish and Game Code on September 9, 2008. The CVMSHCP establishes a multiple species conservation program to minimize and mitigate habitat loss and provides for the incidental take of covered species in association with activities covered under the permit. Compliance with approved habitat plans, such as the CVMSHCP, is discussed in CEQA. Specifically, Section 15125(d) of the CEQA Guidelines requires that the CEQA document discuss any inconsistencies between a proposed Project and applicable general plans and regional plans, including habitat conservation plans and natural community conservation plans. An assessment of the impacts to the CVMSHCP as a result of this Project is necessary to address CEQA requirements. To obtain additional information regarding the CVMSHCP please go to: <http://www.cvmshcp.org/>.

² Gatson, K. J., Bennie, J., Davies, T., Hopkins, J. *The ecological impacts of nighttime light pollution: a mechanistic appraisal*. Biological Reviews, 2013.

The proposed Project occurs within the CVMSHCP Plan Area, is not located within a Conservation Area, and is subject to the provisions and policies of the CVMSHCP. To be considered a covered activity, the Permittees need to demonstrate that proposed actions are consistent with the CVMSHCP and its associated Implementing Agreement. Among other obligations under the CVMSHCP, the City of Indio is required to collect Local Development Mitigation Fees and transmit them to the Coachella Valley Conservation Commission. CDFW recommends that the Valley Sanitary District add the following mitigation measures to a revised MND:

Mitigation Measure BIO-[D]: CVMSHCP Compliance

Prior to construction and issuance of any grading permit, the City of Indio shall ensure compliance with the Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP) and its associated Implementing Agreement and shall ensure the collection of payment of the CVMSHCP Local Development Mitigation Fee.

1.5

ENVIRONMENTAL DATA

CEQA requires that information developed in environmental impact reports and negative declarations be incorporated into a database which may be used to make subsequent or supplemental environmental determinations. (Pub. Resources Code, § 21003, subd. (e).) Accordingly, please report any special status species and natural communities detected during Project surveys to the California Natural Diversity Database (CNDDDB). The CNDDDB field survey form can be filled out and submitted online at the following link: <https://wildlife.ca.gov/Data/CNDDDB/Submitting-Data>. The types of information reported to CNDDDB can be found at the following link: <https://www.wildlife.ca.gov/Data/CNDDDB/Plants-and-Animals>.

ENVIRONMENTAL DOCUMENT FILING FEES

The Project, as proposed, would have an impact on fish and/or wildlife, and assessment of environmental document filing fees is necessary. Fees are payable upon filing of the Notice of Determination by the Lead Agency and serve to help defray the cost of environmental review by CDFW. Payment of the environmental document filing fee is required in order for the underlying Project approval to be operative, vested, and final. (Cal. Code Regs, tit. 14, § 753.5; Fish & G. Code, § 711.4; Pub. Resources Code, § 21089.)

CONCLUSIONS

CDFW appreciates the opportunity to comment on the MND to assist the Valley Sanitary District in identifying and mitigating Project impacts to biological resources. Because the Project involves horizontal directional drilling activities that may result in

Ron Buchwald, District Engineer
Valley Sanitary District
November 9, 2022
Page 9

frac-outs, CDFW recommends that that Valley Sanitary District submit a Notification of Lake or Streambed Alteration for the Project. CDFW also recommends that additional avoidance and minimization measures are added to a revised MND protect burrowing owls, other nesting birds, and other biological resources. CDFW personnel are available for consultation regarding biological resources and strategies to minimize impacts.

Questions regarding this letter or further coordination should be directed to Jacob Skaggs, Environmental Scientist, at jacob.skaggs@wildlife.ca.gov.

Sincerely,

DocuSigned by:

84F92FFEEFD24C8...

Kim Freeburn
Environmental Program Manager

ec:

Heather Brashear, Senior Environmental Scientist (Supervisor), CDFW
Heather.Brashear@Wildlife.ca.gov

Office of Planning and Research, State Clearinghouse, Sacramento
state.clearinghouse@opr.ca.gov

Rollie White, U.S. Fish and Wildlife Service
rollie_white@fws.gov

Attachment 1: MMRP for CDFW-Proposed Mitigation Measures

ATTACHMENT 1: MITIGATION MONITORING AND REPORTING PROGRAM (MMRP)

Mitigation Measures	Timing and Methods	Responsible Parties
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<p>CDFW recommends that the following mitigation measure is added to a revised MND:</p> <p>Mitigation Measure BIO-[A]: CDFW Lake and Streambed Alteration Program</p> <p>Prior to construction and issuance of any grading permit, the Project Sponsor shall obtain written correspondence from the California Department of Fish and Wildlife (CDFW) stating that notification under section 1602 of the Fish and Game Code is not required for the Project, or the Project Sponsor should obtain a CDFW-executed Lake and Streambed Alteration Agreement, authorizing impacts to Fish and Game Code section 1602 resources associated with the Project.</p>	<p>Timing: Prior to construction and issuance of any grading permit</p> <p>Methods: See Mitigation Measure</p>	<p>Implementation: Valley Sanitary District</p> <p>Monitoring and Reporting: Valley Sanitary District</p>
<p>CDFW recommends that Mitigation Measures BIO-1 is revised in the MND as indicated below, with removals in strikethrough and additions in bold.</p> <p>Mitigation Measure BIO-1</p> <p>Pursuant to the Migratory Bird Treaty Act (MBTA) and Fish and Game Code, removal of any trees, shrubs, or any other potential nesting habitat should be conducted outside the avian nesting season. The nesting season extends from February 1 through August 31 but can vary slightly from year to year based upon seasonal weather conditions. If ground disturbance and vegetation removal cannot occur outside of the nesting season, a pre-construction clearance survey for nesting birds, should be conducted within three (3) days of the start of any ground disturbing activities to ensure that no nesting birds will be disturbed during construction. The biologist conducting the clearance survey should document a negative survey with a brief letter report provided to the City of Rancho Cucamonga indicating that no impacts to active avian nests will occur. If an active avian nest is discovered during the pre-construction clearance survey, construction activities can commence thereafter provided activities are able to maintain a 300-foot buffer around the active nest. For</p>	<p>Timing: No more than 3 days prior to vegetation removal or ground-disturbing activities</p> <p>Methods: See Mitigation Measure</p>	<p>Implementation: Valley Sanitary District</p> <p>Monitoring and Reporting: Valley Sanitary District</p>

<p>raptors and special-status species, this buffer will be expanded to 500 feet. It is recommended that a biological monitor be present to delineate the boundaries of the buffer area and to monitor the active nest to ensure that nesting behavior is not adversely affected by the construction activity. Once a qualified biologist has determined the young have fledged and left the nest, or the nest otherwise becomes inactive under natural conditions, normal construction activities can occur.</p> <p>Nesting bird surveys shall be performed by a qualified avian biologist no more than 3 days prior to vegetation removal or ground-disturbing activities. Pre-construction surveys shall focus on both direct and indirect evidence of nesting, including nest locations and nesting behavior. The qualified avian biologist will make every effort to avoid potential nest predation as a result of survey and monitoring efforts. If active nests are found during the pre-construction nesting bird surveys, a qualified biologist shall establish an appropriate nest buffer to be marked on the ground. Nest buffers are species specific and shall be at least 300 feet for passerines and 500 feet for raptors. A smaller or larger buffer may be determined by the qualified biologist familiar with the nesting phenology of the nesting species and based on nest and buffer monitoring results. Established buffers shall remain on site until a qualified biologist determines the young have fledged or the nest is no longer active. Active nests and adequacy of the established buffer distance shall be monitored daily by the qualified biologist until the qualified biologist has determined the young have fledged or the Project has been completed. The qualified biologist has the authority to stop work if nesting pairs exhibit signs of disturbance.</p>		
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<p>CDFW recommends that the Valley Sanitary District add the following mitigation measure to a revised MND:</p> <p>Mitigation Measure BIO-[B]: Burrowing Owls</p> <p>Focused burrowing owl surveys shall be conducted by a qualified biologist in accordance with the <i>Staff Report on Burrowing Owl Mitigation</i> (California Department of Fish and Game 2012 or most recent version). If burrowing owls are detected during the focused surveys, the qualified biologist and Project Applicant shall prepare a Burrowing Owl Plan that shall be submitted to CDFW for review and approval prior to commencing Project activities. The Burrowing Owl Plan shall describe proposed avoidance, monitoring, relocation, minimization, and/or mitigation actions. The Burrowing Owl Plan shall include the number and location of occupied burrow sites, acres of burrowing owl habitat that will be impacted, details of site monitoring, and details on proposed buffers and other avoidance measures if avoidance is proposed. If impacts to occupied burrowing owl habitat or burrow cannot be avoided, the Burrowing Owl Plan shall also describe the avoidance and minimization actions that will be implemented. Proposed implementation of burrow exclusion and closure should only be considered as a last resort, after all other options have been evaluated as exclusion is not in itself an avoidance, minimization, or mitigation method and has the possibility to result in take. If impacts to occupied burrows cannot be avoided, information shall be provided regarding adjacent or nearby suitable habitat available to owls. If no suitable habitat is available nearby, details regarding the creation and funding of artificial burrows (numbers, location, and type of burrows) and management activities for relocated owls shall also be included in the Burrowing Owl Plan. The Permittee shall implement the Burrowing Owl Plan following CDFW review and approval.</p> <p>Preconstruction burrowing owl surveys shall be conducted no less than 14 days prior to the start of Project-related activities and</p>	<p>Timing: Sixty days prior to commencement of Project activities for focused surveys. No less than 14 days prior to the start of Project-related activities and within 24 hours prior to ground disturbance for preconstruction surveys.</p> <p>Methods: See Mitigation Measure</p>	<p>Implementation: Valley Sanitary District</p> <p>Monitoring and Reporting: Valley Sanitary District</p>
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<p>within 24 hours prior to ground disturbance, in accordance with the <i>Staff Report on Burrowing Owl Mitigation</i> (2012 or most recent version). Preconstruction surveys should be performed by a qualified biologist following the recommendations and guidelines provided in the <i>Staff Report on Burrowing Owl Mitigation</i>. If the preconstruction surveys confirm occupied burrowing owl habitat, Project activities shall be immediately halted. The qualified biologist shall coordinate with CDFW and USFWS to conduct an impact assessment to develop avoidance and minimization measures to be approved by CDFW prior to commencing Project activities.</p>		
<p>CDFW recommends that the Valley Sanitary District add the following mitigation measure to a revised MND:</p> <p>MM BIO-[C]: Artificial Nighttime Lighting</p> <p>During Project construction activities, the Project shall eliminate all nonessential lighting throughout the Project area and avoid or limit the use of artificial light during the hours of dawn and dusk when many wildlife species are most active. Ensure that lighting for Project activities is shielded, cast downward, and does not spill over onto other properties or upward into the night sky (see the International Dark-Sky Association standards at http://darksky.org/). Use LED lighting with a correlated color temperature of 3,000 Kelvins or less, properly dispose of hazardous waste, and recycle lighting that contains toxic compounds with a qualified recycler.</p>	<p>Timing: During Project construction activities</p> <p>Methods: See Mitigation Measure</p>	<p>Implementation: Valley Sanitary District</p> <p>Monitoring and Reporting: Valley Sanitary District</p>

Ron Buchwald, District Engineer
 Valley Sanitary District
 November 9, 2022
 Page 14

<p>CDFW recommends that the Valley Sanitary District add the following mitigation measure to a revised MND.</p> <p>Mitigation Measure BIO-[D]: CVMSHCP Compliance</p> <p>Prior to construction and issuance of any grading permit, the City of Indio shall ensure compliance with the Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP) and its associated Implementing Agreement and shall ensure the collection of payment of the CVMSHCP Local Development Mitigation Fee.</p>	<p>Timing: Prior to construction and issuance of any grading permit</p> <p>Methods: See Mitigation Measure</p>	<p>Implementation: City of Indio</p> <p>Monitoring and Reporting: City of Indio</p>
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RESPONSES to COMMENTS on the DRAFT IS-MND

This section includes the comments received during circulation of the Draft Initial Study and Mitigated Negative Declaration (IS-MND) prepared for the Westward Ho Siphon Replacement Project and responses to those comments. Corrections or additional text discussed in the responses to comments are also shown in the text of the Final IS-MND in ~~striketrough~~ (for deleted text) and underline (for added text) format. (Additional minor clarifications and corrections to typographical errors not based on responses to comments may also be shown in strikeout/underline format in the Final IS-MND. None of these changes introduce significant new information or affect the conclusions of the IS-MND.)

The IS-MND was circulated for a public review period that began on October 12, 2022 and concluded on November 10, 2022. Valley Sanitary District received 1 comment letter on the Draft IS-MND. The commenter and the page number on which each commenter's letter appears are listed below.

<u>Letter No. and Commenter</u>	<u>Page No.</u>
1. California Department of Fish and Wildlife	4

The comment letters and responses follow. Each comment letter has been numbered sequentially and each separate issue raised by the commenter has been assigned a number. The responses to each comment identify first the number of the comment letter, and then the number assigned to each issue (Response 1.1, for example, indicates that the response is for the first issue raised in comment Letter 1).

Letter 1

COMMENTER: California Department of Fish & Wildlife

DATE: November 9, 2022

Response 1.1

As described in the Section 8, Project Description, of the Initial Study, the purpose of the proposed project is to replace an existing sewer siphon that has been compromised by erosive conditions occurring within the Coachella Valley Storm Channel (CVSC) during storm events. While the siphon was structurally stabilized, replacement of the pipeline is the only way to avoid further damage and potential failure of the siphon which would result in the release of untreated sewage into the CVSC. The most effective way to replace the siphon and avoid future damage from erosion, is to install the new pipeline well below the surface. The new pipeline segment would be installed approximately 50 feet under the CVSC (at its deepest point) using horizontal directional drilling (HDD) to avoid direct impacts to the CVSC during construction and impacts to the pipeline from future storm events.

The entrance and exit pits would be well outside lands subject to state and federal permitting authority. Thus, a Notification of Lake or Streambed Alteration per Section 1602 of the Fish & Game Code is not required. As stated in the Initial Study and Biological Resources Report (Appendix B), the CVSC conveys storm flows. There is no fish habitat or state or federally listed sensitive plant or animal habitat in or proximal to the channel. The HDD would be conducted by an experienced contractor and based on the depth of drilling that would occur under the CVSC, the possibility of a frac out is remote. If a frac out were to occur anywhere along the alignment, the contractor would implement best management practice (BMPs) procedures contained in a standard frac out contingency plan. These methods would contain any drilling mud on the surface to facilitate collection and removal.

With respect to the addition of Mitigation Measure BIO-[A] referenced in the comment letter, doing so could be construed as the identification of a potentially significant and adverse impact that was not disclosed in the Initial Study circulated for public review. This is documented in Section 15073.5 of the CEQA Guidelines. Our position is that no new significant or adverse impacts have been identified; thus, no new mitigation is required.

Response 1.2

Mitigation Measure BIO-1 has been used successfully to avoid potential impacts to nesting birds as required per the Migratory Bird Treaty Act. The proposed project will be constructed in early 2023 and likely within the early part of the typical nesting season; thus, nesting bird surveys will be conducted prior to any ground disturbing activities on both sides of the CVSC. Mitigation Measures BIO-1 will be modified as recommended in the comment letter.

Response 1.3

As stated in the Biological Resources Report provided as Appendix B to the Initial Study, no evidence of burrowing owls was discovered during the site survey and based on habitat requirements and known distributions, it was determined that the project site and survey area have a low potential to provide suitable habitat for burrowing owl. The preconstruction survey performed with implementation of Mitigation Measure BIO-1, would identify the presence of burrowing owl within and proximal to the area of disturbance. If discovered, then measures consistent with those stated in BIO-[B] in the comment letter would be implemented to evaluate and avoid impacts to this species. No new mitigation is justified or will be added to the Initial Study for reasons discussed under Comment Response 1.1.

Response 1.4

Nighttime lighting may be required if the HDD cannot be completed during daytime hours. If nighttime lighting is required, it would be limited to a maximum of two nights. The lighting would be provided by one or more trailer-mounted portable light tower(s) powered using a generator. Text has been added to the Initial Study that describes nighttime lighting. Mitigation Measure BIO-[C] in the comment letter was reviewed. No significant lighting impact has been identified; thus, no additional mitigation is needed. Rather text will be added explaining the equipment that would be used and methods commonly implemented to shroud, cover or otherwise minimize light spillover into areas adjacent to the construction work area.

Response 1.5

As stated in the Biological Resources Report, the proposed project is a Covered Activity located outside a designated conservation area. A thorough evaluation of project consistency with the CVMSHCP is provided. Construction of the proposed project is expected to implement the applicable avoidance and minimization measures described in Section 4.4 of the CVMSHCP (refer to Appendix D of Appendix B) as applicable to the project. As a public utility, VSD is required to obtain encroachment permits for work within City of Indio rights of way. However, to date, no known Local Development Mitigation Fees have been directly paid to the City of Indio by VSD for utility installation and maintenance work. The proposed project would be fully consistent with the biological goals and objectives of the CVMSHCP. No significant or adverse impact would occur under this threshold; thus, there is no need to add mitigation as suggested.

MITIGATION MONITORING AND REPORTING PROGRAM

The Final Initial Study-Mitigated Negative Declaration identifies the mitigation measures that will be implemented to reduce the impacts associated with the Westward Ho Siphon Replacement Project. The California Environmental Quality Act (CEQA) was amended in 1989 to add Section 21081.6, which requires a public agency to adopt a monitoring and reporting program for assessing and ensuring compliance with any required mitigation measures applied to proposed development. As stated in Section 21081.6 of the Public Resources Code:

... the public agency shall adopt a reporting or monitoring program for the changes made to the project or conditions of project approval, adopted in order to mitigate or avoid significant effects on the environment.

Section 21081.6 also provides general guidelines for implementing mitigation monitoring programs and indicates that specific reporting and/or monitoring requirements, to be enforced during project implementation, shall be defined as part of adopting a mitigated negative declaration.

The mitigation monitoring table lists those mitigation measures included as conditions of approval for the project. To ensure that the mitigation measures are properly implemented, a monitoring program has been devised which identifies the timing and responsibility for monitoring each measure. Valley Sanitary District, as the lead agency, will be primarily responsible for monitoring and reporting the implementation of the mitigation measures.

Westward Ho Siphon Replacement Project
Mitigation Monitoring and Reporting Program

Westward Ho Siphon Replacement Project Initial Study-Mitigated Negative Declaration Mitigation Monitoring and Reporting Plan						
Mitigation Measure		Responsible Department	Monitoring Action	Implementation Schedule	Verification of Completion	
					Check Box	Date
Biological Resources						
BIO-1	<p>Mitigation Measure BIO-1. Nesting bird surveys shall be performed by a qualified avian biologist no more than 3 days prior to vegetation removal or ground-disturbing activities. Pre-construction surveys shall focus on both direct and indirect evidence of nesting, including nest locations and nesting behavior. The qualified avian biologist will make every effort to avoid potential nest predation as a result of survey and monitoring efforts. If active nests are found during the pre-construction nesting bird surveys, a qualified biologist shall establish an appropriate nest buffer to be marked on the ground. Nest buffers are species specific and shall be at least 300 feet for passerines and 500 feet for raptors. A smaller or larger buffer may be determined by the qualified biologist familiar with the nesting phenology of the nesting species and based on nest and buffer monitoring results. Established buffers shall remain on site until a qualified biologist determines the young have fledged or the nest is no longer active. Active nests and adequacy of the established buffer distance shall be monitored daily by the qualified biologist until the qualified biologist has</p>	Valley Sanitary District Engineering Department	Perform survey not more than 3 days in advance of construction	Not more than 3 days in advance of ground disturbing activities. A findings report shall be provided to Valley Sanitary District by the qualified biologist.		

Westward Ho Siphon Replacement Project Initial Study-Mitigated Negative Declaration Mitigation Monitoring and Reporting Plan						
Mitigation Measure		Responsible Department	Monitoring Action	Implementation Schedule	Verification of Completion	
					Check Box	Date
	determined the young have fledged or the Project has been completed. The qualified biologist has the authority to stop work if nesting pairs exhibit signs of disturbance.					
Cultural Resources						
	Management Recommendation 1. If cultural resources are encountered during project related activities, work in the immediate area must halt and the Project Archaeologist should be contacted immediately to evaluate the find. If the discovery proves to be California Register of Historic Places (CRHR) eligible, additional work such as data recovery excavation, Native American consultation, and archaeological monitoring may be warranted to mitigate any adverse effects.	Valley Sanitary District Engineering Department	If needed, Management Recommendation 1 would be implemented as written.	As needed based on field conditions.		
	Management Recommendation 2. If human remains are found, existing regulations outlined in the State of California Health and Safety Code Section 7050.5 state that no further disturbance shall occur until the County Coroner has made a determination of origin and disposition pursuant to Public Resources Code § 5097.98. In the event of an unanticipated discovery of human remains, the County Coroner must be notified within 24 hours of	Valley Sanitary District Engineering Department	If needed, Management Recommendation 2 would be implemented as written.	As needed based on field conditions.		

Westward Ho Siphon Replacement Project
Mitigation Monitoring and Reporting Program

Westward Ho Siphon Replacement Project Initial Study-Mitigated Negative Declaration Mitigation Monitoring and Reporting Plan						
Mitigation Measure		Responsible Department	Monitoring Action	Implementation Schedule	Verification of Completion	
					Check Box	Date
	positive identification as human. If the human remains are determined to be prehistoric, the Coroner will notify the Native American Heritage Commission, which will determine and notify a most likely descendant (MLD). The MLD shall complete the inspection of the site within 48 hours of being granted access and provide recommendations as to the treatment of the remains to the landowner.					
Noise						
NOI-1	<p>NOI-1 Electrical power shall be used to run air compressors and similar power tools. Internal combustion engines should be equipped with a muffler of a type recommended by the manufacturer and in good repair. All diesel equipment should be operated with closed engine doors and should be equipped with factory-recommended mufflers.</p> <p>Construction equipment that continues to generate substantial noise at the project boundaries should be shielded with temporary noise barriers, such as barriers that meet a sound transmission class (STC) rating of 25, sound absorptive panels, or sound blankets on individual pieces of construction equipment. Stationary noise-generating</p>	Construction contractor	Implement NOI-1 as needed to reduce temporary noise levels during construction.	As needed during construction.		

Westward Ho Siphon Replacement Project
Mitigation Monitoring and Reporting Program

Westward Ho Siphon Replacement Project Initial Study-Mitigated Negative Declaration Mitigation Monitoring and Reporting Plan						
Mitigation Measure		Responsible Department	Monitoring Action	Implementation Schedule	Verification of Completion	
					Check Box	Date
	equipment, such as generators and compressors, should be located as far as practically possible from the nearest residential property lines.					
NOI-2	NOI-2 Limit the number of large pieces of equipment operating adjacent to receivers to one at any given time.	Construction contractor	Implement NOI-1 as needed to reduce temporary noise levels during construction.	As needed during construction.		
NOI-3	NOI-3 Provide notification to residential occupants adjacent to the project site at least two weeks prior to initiation of construction activities that could result in noise levels of 75-dBA at adjacent residences. This notification should include the anticipated hours and duration of construction and a description of noise reduction measures being implemented at the project site. The notification should include a telephone number to call to submit complaints associated with construction noise.	Valley Sanitary District Engineering Department	Provide notification to occupants adjacent to the project site at least two weeks prior to construction.	Mail notices at least two weeks prior to construction.		
NOI-4	NOI-4 Construction contractors shall develop and implement a noise control plan that includes a noise control monitoring program to ensure sustained construction noise levels do not exceed 75 decibels at the adjacent residences. The plan may include the following requirements:	Construction contractor	Prepare noise control plan.	At least two weeks prior to construction.		

Westward Ho Siphon Replacement Project
Mitigation Monitoring and Reporting Program

Westward Ho Siphon Replacement Project Initial Study-Mitigated Negative Declaration Mitigation Monitoring and Reporting Plan					
Mitigation Measure	Responsible Department	Monitoring Action	Implementation Schedule	Verification of Completion	
				Check Box	Date
<ul style="list-style-type: none"> • Contractor shall turn off idling equipment. • Contractor shall perform noisier operation during the times least sensitive to receptors. • All diesel equipment shall be operated with closed engine doors and shall be equipped with factory-recommended mufflers. • Electrical power shall be used to run air compressors and similar power tools and to power any temporary structures, such as construction trailers or security staff facilities. • For all noise-generating construction activities, additional noise attenuation techniques shall be employed as necessary to reduce noise levels. Such techniques shall include, but are not limited to, the use of sound blankets, noise shrouds and temporary sound barriers. 					



State of California – Natural Resources Agency
 DEPARTMENT OF FISH AND WILDLIFE
 Inland Desert Region
 3602 Inland Empire Boulevard, Suite C-220
 Ontario, CA 91764
www.wildlife.ca.gov

GAVIN NEWSOM, Governor
 CHARLTON H. BONHAM, Director



November 9, 2022
Sent via email

Ron Buchwald
 District Engineer
 Valley Sanitary District
 45500 Van Buren Street
 Indio, CA 92201

Westward Ho Sewer Siphon Replacement (PROJECT)
 MITIGATED NEGATIVE DECLARATION (MND)
 SCH# 2022100200

Dear Mr. Buchwald:

The California Department of Fish and Wildlife (CDFW) received a Mitigated Negative Declaration (MND) from the Valley Sanitary District for the Project pursuant to the California Environmental Quality Act (CEQA) and CEQA guidelines¹.

Thank you for the opportunity to provide comments and recommendations regarding those activities involved in the Project that may affect California fish and wildlife. Likewise, we appreciate the opportunity to provide comments regarding those aspects of the Project that CDFW, by law, may be required to carry out or approve through the exercise of its own regulatory authority under the Fish and Game Code.

CDFW ROLE

CDFW is California’s **Trustee Agency** for fish and wildlife resources and holds those resources in trust by statute for all the people of the State. (Fish & G. Code, §§ 711.7, subd. (a) & 1802; Pub. Resources Code, § 21070; CEQA Guidelines § 15386, subd. (a).) CDFW, in its trustee capacity, has jurisdiction over the conservation, protection, and management of fish, wildlife, native plants, and habitat necessary for biologically sustainable populations of those species. (*Id.*, § 1802.) Similarly, for purposes of CEQA, CDFW is charged by law to provide, as available, biological expertise during

¹CEQA is codified in the California Public Resources Code in section 21000 et seq. The “CEQA Guidelines” are found in Title 14 of the California Code of Regulations, commencing with section 15000.

public agency environmental review efforts, focusing specifically on projects and related activities that have the potential to adversely affect fish and wildlife resources.

CDFW is also submitting comments as a **Responsible Agency** under CEQA. (Pub. Resources Code, § 21069; CEQA Guidelines, § 15381.) CDFW expects that it may need to exercise regulatory authority as provided by the Fish and Game Code. As proposed, for example, the Project may be subject to CDFW's lake and streambed alteration regulatory authority. (Fish & G. Code, § 1600 et seq.) Likewise, to the extent implementation of the Project as proposed may result in "take" as defined by State law of any species protected under the California Endangered Species Act (CESA) (Fish & G. Code, § 2050 et seq.), the Project proponent may seek related authorization as provided by the Fish and Game Code.

PROJECT DESCRIPTION SUMMARY

Proponent: Valley Sanitary District

Objective: The Project proposes to install a replacement sewer pipeline that has been structurally compromised from erosion within the Coachella Valley Stormwater Channel (CVSC). The new pipeline would be installed using horizontal directional drilling and would pass under the CVSC at a depth of approximately 50 feet at its deepest point. The new sewer line will be installed between Westward Ho Drive on the west end and Indio Water Authority property on the east end, a total distance of approximately 1,130 feet.

Location: The proposed Project is generally located south of Interstate 10, north of State Route 111, east of State Route 74, and west of State Route 86 in the City of Indio, Riverside County, California. The Project site is depicted on the La Quinta quadrangle of the United States Geological Survey's (USGS) 7.5-minute topographic map series within Sections 21 and 28 of Township 5 South, Range 7 East. The Project site is located at the eastern terminus of Westward Ho Drive at its intersection with Meadow Lake Drive and the western terminus of Avenue 46 at Shields Road, and it is bisected by the Coachella Valley Stormwater Channel. Latitude/longitude coordinates: 33.71470046168005, -116.26261578375443.

Timeframe: The Project proposes starting construction of the new replacement pipeline in winter 2023 and anticipates construction activities to take approximately three months to complete.

COMMENTS AND RECOMMENDATIONS

CDFW's comments and recommendations on the MND are explained in greater detail below and summarized here. CDFW is concerned that the MND does not adequately identify the Project's significant, or potentially significant, impacts to fish and wildlife

resources subject to Fish and Game Code Section 1600 et seq. The Project proposes installing a new replacement pipeline using horizontal directional drilling, an activity that has the potential to release drilling fluids into stream habitat and negatively impact fish and wildlife resources. Given these potential impacts to stream habitat, CDFW recommends that Valley Sanitary District submit a Notification of Lake or Streambed Alteration. Additionally, the Project's staging and excavation activities located outside of the Whitewater River may also impact biological resources in the areas identified in the MND as disturbed and developed. CDFW recommends additional biological surveys and avoidance and minimization measures to avoid potential impacts on burrowing owls, nesting birds, and other biological resources.

1) Avoidance, Minimization, and Mitigation Measures for Impacts to Streams

The MND indicates that horizontal direction drilling will be used to install the replacement pipeline under the CVSC. Horizontal directional drilling activities have the potential to frac-out and release drilling fluids that can travel to the surface and affect fish and wildlife resources. Given these potential impacts of fish and wildlife resources subject to Fish and Game Code section 1600 et seq., CDFW recommends that the Valley Sanitary District submit a Notification of Lake or Streambed Alteration for Project. Additionally, CDFW recommends that Valley Sanitary District revise the MND to include the following mitigation measure:

MM BIO-[A]: CDFW Lake and Streambed Alteration Program

Prior to construction and issuance of any grading permit, the Project Sponsor shall obtain written correspondence from the California Department of Fish and Wildlife (CDFW) stating that notification under section 1602 of the Fish and Game Code is not required for the Project, or the Project Sponsor should obtain a CDFW-executed Lake and Streambed Alteration Agreement, authorizing impacts to Fish and Game Code section 1602 resources associated with the Project.

2) Protection of Nesting Birds

It is the Project proponent's responsibility to comply with all applicable laws related to nesting birds and birds of prey. Fish and Game Code sections 3503, 3503.5, and 3513 afford protective measures as follows: section 3503 states that it is unlawful to take, possess, or needlessly destroy the nest or eggs of any bird, except as otherwise provided by Fish and Game Code or any regulation made pursuant thereto. Fish and Game Code section 3503.5 makes it unlawful to take, possess, or destroy any birds in the orders Falconiformes or Strigiformes (birds-of-prey) or to take, possess, or destroy the nest or eggs of any such bird except as otherwise provided by Fish and Game Code or any regulation adopted pursuant thereto. Fish and Game Code section 3513 makes it unlawful to take or possess any migratory nongame bird except as provided by rules

and regulations adopted by the Secretary of the Interior under provisions of the Migratory Bird Treaty Act of 1918, as amended (16 U.S.C. § 703 et seq.).

The MND indicates that the Project site has the potential to support nesting birds. Birds may nest in areas within the Whitewater River where frac-outs may occur, or in areas identified by the MND as disturbed or developed where Project staging and excavation activities will be conducted. In areas without vegetation, ground-nesting birds like killdeer (*Charadrius vociferus*) may nest in these areas. Although the MND includes Mitigation Measure BIO-1 for nesting birds, the timing and scope are insufficient. CDFW recommends that disturbance of occupied nests within the Project site be avoided **any time birds are nesting onsite**. Preconstruction nesting bird surveys shall be performed within 3 days prior to Project activities to determine the presence and location of nesting birds.

CDFW recommends that Mitigation Measures BIO-1 is revised in the MND as indicated below, with removals in ~~strikethrough~~ and additions in **bold**.

Mitigation Measure BIO-1

~~Pursuant to the Migratory Bird Treaty Act (MBTA) and Fish and Game Code, removal of any trees, shrubs, or any other potential nesting habitat should be conducted outside the avian nesting season. The nesting season extends from February 1 through August 31 but can vary slightly from year to year based upon seasonal weather conditions. If ground disturbance and vegetation removal cannot occur outside of the nesting season, a pre-construction clearance survey for nesting birds, should be conducted within three (3) days of the start of any ground-disturbing activities to ensure that no nesting birds will be disturbed during construction. The biologist conducting the clearance survey should document a negative survey with a brief letter report provided to the City of Rancho Cucamonga indicating that no impacts to active avian nests will occur. If an active avian nest is discovered during the pre-construction clearance survey, construction activities can commence thereafter provided activities are able to maintain a 300-foot buffer around the active nest. For raptors and special-status species, this buffer will be expanded to 500 feet. It is recommended that a biological monitor be present to delineate the boundaries of the buffer area and to monitor the active nest to ensure that nesting behavior is not adversely affected by the construction activity. Once a qualified biologist has determined the young have fledged and left the nest, or the nest otherwise becomes inactive under natural conditions, normal construction activities can occur.~~

Nesting bird surveys shall be performed by a qualified avian biologist no more than 3 days prior to vegetation removal or ground-disturbing activities. Pre-construction surveys shall focus on both direct and indirect evidence of nesting, including nest locations and nesting behavior. The

qualified avian biologist will make every effort to avoid potential nest predation as a result of survey and monitoring efforts. If active nests are found during the pre-construction nesting bird surveys, a qualified biologist shall establish an appropriate nest buffer to be marked on the ground. Nest buffers are species specific and shall be at least 300 feet for passerines and 500 feet for raptors. A smaller or larger buffer may be determined by the qualified biologist familiar with the nesting phenology of the nesting species and based on nest and buffer monitoring results. Established buffers shall remain on site until a qualified biologist determines the young have fledged or the nest is no longer active. Active nests and adequacy of the established buffer distance shall be monitored daily by the qualified biologist until the qualified biologist has determined the young have fledged or the Project has been completed. The qualified biologist has the authority to stop work if nesting pairs exhibit signs of disturbance.

3) *Burrowing Owls (Athene cunicularia)*

The MND indicates that California ground squirrel (*Otospermophilus beecheyi*) was detected onsite during a field assessment. Burrowing owls may occupy burrows made by California ground squirrels, and burrowing owls have been detected in the Whitewater River both upstream and downstream of the Project site. Given the potential for suitable burrowing owl habitat existing on or near the Project site—including within the Whitewater River where frac-outs may occur and within the areas identified in the MND as disturbed or developed where staging and excavation activities will be conducted—CDFW recommends that focused burrowing owl surveys are completed and appropriate avoidance and minimization measures are implemented.

CDFW recommends that the Valley Sanitary District add the following mitigation measure to a revised MND:

Mitigation Measure BIO-[B]: Burrowing Owls

Focused burrowing owl surveys shall be conducted by a qualified biologist in accordance with the *Staff Report on Burrowing Owl Mitigation* (California Department of Fish and Game 2012 or most recent version). If burrowing owls are detected during the focused surveys, the qualified biologist and Project Applicant shall prepare a Burrowing Owl Plan that shall be submitted to CDFW for review and approval prior to commencing Project activities. The Burrowing Owl Plan shall describe proposed avoidance, monitoring, relocation, minimization, and/or mitigation actions. The Burrowing Owl Plan shall include the number and location of occupied burrow sites, acres of burrowing owl habitat that will be impacted, details of site monitoring, and details on proposed buffers and other avoidance

measures if avoidance is proposed. If impacts to occupied burrowing owl habitat or burrow cannot be avoided, the Burrowing Owl Plan shall also describe the avoidance and minimization actions that will be implemented. Proposed implementation of burrow exclusion and closure should only be considered as a last resort, after all other options have been evaluated as exclusion is not in itself an avoidance, minimization, or mitigation method and has the possibility to result in take. If impacts to occupied burrows cannot be avoided, information shall be provided regarding adjacent or nearby suitable habitat available to owls. If no suitable habitat is available nearby, details regarding the creation and funding of artificial burrows (numbers, location, and type of burrows) and management activities for relocated owls shall also be included in the Burrowing Owl Plan. The Permittee shall implement the Burrowing Owl Plan following CDFW review and approval.

Preconstruction burrowing owl surveys shall be conducted no less than 14 days prior to the start of Project-related activities and within 24 hours prior to ground disturbance, in accordance with the *Staff Report on Burrowing Owl Mitigation (2012 or most recent version)*. Preconstruction surveys should be performed by a qualified biologist following the recommendations and guidelines provided in the *Staff Report on Burrowing Owl Mitigation*. If the preconstruction surveys confirm occupied burrowing owl habitat, Project activities shall be immediately halted. The qualified biologist shall coordinate with CDFW and USFWS to conduct an impact assessment to develop avoidance and minimization measures to be approved by CDFW prior to commencing Project activities.

4) *Artificial Nighttime Lighting*

The MND indicates that up to two night-shifts may be needed to complete pipe installation; however, the MND lacks a discussion on the types of artificial nighttime lighting that would be used and an analysis of indirect impacts on biological resources. Available research indicates that artificial nighttime lighting alters ecological processes including, but not limited to, the temporal niches of species; the repair and recovery of physiological function; the measurement of time through interference with the detection of circadian and lunar and seasonal cycles; and the detection of resources and natural

enemies and navigation.² Further, many of the effects of artificial nighttime lighting on population- or ecosystem-level processes are still poorly known. CDFW recommends that the MND is updated to include a description of the artificial nighttime lighting that will be used at the Project site, a discussion of the indirect impacts of artificial lighting expected to adversely affect biological resources, and a discussion on how impacts of artificial nighttime lighting on biological resources will be avoided and minimized.

CDFW recommends that the Valley Sanitary District add the following mitigation measure to a revised MND:

Mitigation Measure BIO-[C]: Artificial Nighttime Lighting

During Project construction activities, the Project shall eliminate all nonessential lighting throughout the Project area and avoid or limit the use of artificial light during the hours of dawn and dusk when many wildlife species are most active. Ensure that lighting for Project activities is shielded, cast downward, and does not spill over onto other properties or upward into the night sky (see the International Dark-Sky Association standards at <http://darksky.org/>). Use LED lighting with a correlated color temperature of 3,000 Kelvins or less, properly dispose of hazardous waste, and recycle lighting that contains toxic compounds with a qualified recycler.

5) CVMSHCP Implementation

Within the Inland Deserts Region, CDFW issued Natural Community Conservation Plan Approval and Take Authorization for the CVMSHCP per Section 2800, *et seq.*, of the California Fish and Game Code on September 9, 2008. The CVMSHCP establishes a multiple species conservation program to minimize and mitigate habitat loss and provides for the incidental take of covered species in association with activities covered under the permit. Compliance with approved habitat plans, such as the CVMSHCP, is discussed in CEQA. Specifically, Section 15125(d) of the CEQA Guidelines requires that the CEQA document discuss any inconsistencies between a proposed Project and applicable general plans and regional plans, including habitat conservation plans and natural community conservation plans. An assessment of the impacts to the CVMSHCP as a result of this Project is necessary to address CEQA requirements. To obtain additional information regarding the CVMSHCP please go to: <http://www.cvmshcp.org/>.

² Gatson, K. J., Bennie, J., Davies, T., Hopkins, J. *The ecological impacts of nighttime light pollution: a mechanistic appraisal*. Biological Reviews, 2013.

The proposed Project occurs within the CVMSHCP Plan Area, is not located within a Conservation Area, and is subject to the provisions and policies of the CVMSHCP. To be considered a covered activity, the Permittees need to demonstrate that proposed actions are consistent with the CVMSHCP and its associated Implementing Agreement. Among other obligations under the CVMSHCP, the City of Indio is required to collect Local Development Mitigation Fees and transmit them to the Coachella Valley Conservation Commission. CDFW recommends that the Valley Sanitary District add the following mitigation measures to a revised MND:

Mitigation Measure BIO-[D]: CVMSHCP Compliance

Prior to construction and issuance of any grading permit, the City of Indio shall ensure compliance with the Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP) and its associated Implementing Agreement and shall ensure the collection of payment of the CVMSHCP Local Development Mitigation Fee.

ENVIRONMENTAL DATA

CEQA requires that information developed in environmental impact reports and negative declarations be incorporated into a database which may be used to make subsequent or supplemental environmental determinations. (Pub. Resources Code, § 21003, subd. (e).) Accordingly, please report any special status species and natural communities detected during Project surveys to the California Natural Diversity Database (CNDDDB). The CNDDDB field survey form can be filled out and submitted online at the following link: <https://wildlife.ca.gov/Data/CNDDDB/Submitting-Data>. The types of information reported to CNDDDB can be found at the following link: <https://www.wildlife.ca.gov/Data/CNDDDB/Plants-and-Animals>.

ENVIRONMENTAL DOCUMENT FILING FEES

The Project, as proposed, would have an impact on fish and/or wildlife, and assessment of environmental document filing fees is necessary. Fees are payable upon filing of the Notice of Determination by the Lead Agency and serve to help defray the cost of environmental review by CDFW. Payment of the environmental document filing fee is required in order for the underlying Project approval to be operative, vested, and final. (Cal. Code Regs, tit. 14, § 753.5; Fish & G. Code, § 711.4; Pub. Resources Code, § 21089.)

CONCLUSIONS

CDFW appreciates the opportunity to comment on the MND to assist the Valley Sanitary District in identifying and mitigating Project impacts to biological resources. Because the Project involves horizontal directional drilling activities that may result in

Ron Buchwald, District Engineer
Valley Sanitary District
November 9, 2022
Page 9

frac-outs, CDFW recommends that that Valley Sanitary District submit a Notification of Lake or Streambed Alteration for the Project. CDFW also recommends that additional avoidance and minimization measures are added to a revised MND protect burrowing owls, other nesting birds, and other biological resources. CDFW personnel are available for consultation regarding biological resources and strategies to minimize impacts.

Questions regarding this letter or further coordination should be directed to Jacob Skaggs, Environmental Scientist, at jacob.skaggs@wildlife.ca.gov.

Sincerely,

DocuSigned by:

84F92FFEEFD24C8...

Kim Freeburn
Environmental Program Manager

ec:

Heather Brashear, Senior Environmental Scientist (Supervisor), CDFW
Heather.Brashear@Wildlife.ca.gov

Office of Planning and Research, State Clearinghouse, Sacramento
state.clearinghouse@opr.ca.gov

Rollie White, U.S. Fish and Wildlife Service
rollie_white@fws.gov

Attachment 1: MMRP for CDFW-Proposed Mitigation Measures

ATTACHMENT 1: MITIGATION MONITORING AND REPORTING PROGRAM (MMRP)

Mitigation Measures	Timing and Methods	Responsible Parties
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<p>CDFW recommends that the following mitigation measure is added to a revised MND:</p> <p>Mitigation Measure BIO-[A]: CDFW Lake and Streambed Alteration Program</p> <p>Prior to construction and issuance of any grading permit, the Project Sponsor shall obtain written correspondence from the California Department of Fish and Wildlife (CDFW) stating that notification under section 1602 of the Fish and Game Code is not required for the Project, or the Project Sponsor should obtain a CDFW-executed Lake and Streambed Alteration Agreement, authorizing impacts to Fish and Game Code section 1602 resources associated with the Project.</p>	<p>Timing: Prior to construction and issuance of any grading permit</p> <p>Methods: See Mitigation Measure</p>	<p>Implementation: Valley Sanitary District</p> <p>Monitoring and Reporting: Valley Sanitary District</p>
<p>CDFW recommends that Mitigation Measures BIO-1 is revised in the MND as indicated below, with removals in strikethrough and additions in bold.</p> <p>Mitigation Measure BIO-1</p> <p>Pursuant to the Migratory Bird Treaty Act (MBTA) and Fish and Game Code, removal of any trees, shrubs, or any other potential nesting habitat should be conducted outside the avian nesting season. The nesting season extends from February 1 through August 31 but can vary slightly from year to year based upon seasonal weather conditions. If ground disturbance and vegetation removal cannot occur outside of the nesting season, a pre-construction clearance survey for nesting birds, should be conducted within three (3) days of the start of any ground disturbing activities to ensure that no nesting birds will be disturbed during construction. The biologist conducting the clearance survey should document a negative survey with a brief letter report provided to the City of Rancho Cucamonga indicating that no impacts to active avian nests will occur. If an active avian nest is discovered during the pre-construction clearance survey, construction activities can commence thereafter provided activities are able to maintain a 300-foot buffer around the active nest. For</p>	<p>Timing: No more than 3 days prior to vegetation removal or ground-disturbing activities</p> <p>Methods: See Mitigation Measure</p>	<p>Implementation: Valley Sanitary District</p> <p>Monitoring and Reporting: Valley Sanitary District</p>

<p>raptors and special-status species, this buffer will be expanded to 500 feet. It is recommended that a biological monitor be present to delineate the boundaries of the buffer area and to monitor the active nest to ensure that nesting behavior is not adversely affected by the construction activity. Once a qualified biologist has determined the young have fledged and left the nest, or the nest otherwise becomes inactive under natural conditions, normal construction activities can occur.</p> <p>Nesting bird surveys shall be performed by a qualified avian biologist no more than 3 days prior to vegetation removal or ground-disturbing activities. Pre-construction surveys shall focus on both direct and indirect evidence of nesting, including nest locations and nesting behavior. The qualified avian biologist will make every effort to avoid potential nest predation as a result of survey and monitoring efforts. If active nests are found during the pre-construction nesting bird surveys, a qualified biologist shall establish an appropriate nest buffer to be marked on the ground. Nest buffers are species specific and shall be at least 300 feet for passerines and 500 feet for raptors. A smaller or larger buffer may be determined by the qualified biologist familiar with the nesting phenology of the nesting species and based on nest and buffer monitoring results. Established buffers shall remain on site until a qualified biologist determines the young have fledged or the nest is no longer active. Active nests and adequacy of the established buffer distance shall be monitored daily by the qualified biologist until the qualified biologist has determined the young have fledged or the Project has been completed. The qualified biologist has the authority to stop work if nesting pairs exhibit signs of disturbance.</p>		
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<p>CDFW recommends that the Valley Sanitary District add the following mitigation measure to a revised MND:</p> <p>Mitigation Measure BIO-[B]: Burrowing Owls</p> <p>Focused burrowing owl surveys shall be conducted by a qualified biologist in accordance with the <i>Staff Report on Burrowing Owl Mitigation (California Department of Fish and Game 2012 or most recent version)</i>. If burrowing owls are detected during the focused surveys, the qualified biologist and Project Applicant shall prepare a Burrowing Owl Plan that shall be submitted to CDFW for review and approval prior to commencing Project activities. The Burrowing Owl Plan shall describe proposed avoidance, monitoring, relocation, minimization, and/or mitigation actions. The Burrowing Owl Plan shall include the number and location of occupied burrow sites, acres of burrowing owl habitat that will be impacted, details of site monitoring, and details on proposed buffers and other avoidance measures if avoidance is proposed. If impacts to occupied burrowing owl habitat or burrow cannot be avoided, the Burrowing Owl Plan shall also describe the avoidance and minimization actions that will be implemented. Proposed implementation of burrow exclusion and closure should only be considered as a last resort, after all other options have been evaluated as exclusion is not in itself an avoidance, minimization, or mitigation method and has the possibility to result in take. If impacts to occupied burrows cannot be avoided, information shall be provided regarding adjacent or nearby suitable habitat available to owls. If no suitable habitat is available nearby, details regarding the creation and funding of artificial burrows (numbers, location, and type of burrows) and management activities for relocated owls shall also be included in the Burrowing Owl Plan. The Permittee shall implement the Burrowing Owl Plan following CDFW review and approval.</p> <p>Preconstruction burrowing owl surveys shall be conducted no less than 14 days prior to the start of Project-related activities and</p>	<p>Timing: Sixty days prior to commencement of Project activities for focused surveys. No less than 14 days prior to the start of Project-related activities and within 24 hours prior to ground disturbance for preconstruction surveys.</p> <p>Methods: See Mitigation Measure</p>	<p>Implementation: Valley Sanitary District</p> <p>Monitoring and Reporting: Valley Sanitary District</p>
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<p>within 24 hours prior to ground disturbance, in accordance with the <i>Staff Report on Burrowing Owl Mitigation</i> (2012 or most recent version). Preconstruction surveys should be performed by a qualified biologist following the recommendations and guidelines provided in the <i>Staff Report on Burrowing Owl Mitigation</i>. If the preconstruction surveys confirm occupied burrowing owl habitat, Project activities shall be immediately halted. The qualified biologist shall coordinate with CDFW and USFWS to conduct an impact assessment to develop avoidance and minimization measures to be approved by CDFW prior to commencing Project activities.</p>		
<p>CDFW recommends that the Valley Sanitary District add the following mitigation measure to a revised MND:</p> <p>MM BIO-[C]: Artificial Nighttime Lighting</p> <p>During Project construction activities, the Project shall eliminate all nonessential lighting throughout the Project area and avoid or limit the use of artificial light during the hours of dawn and dusk when many wildlife species are most active. Ensure that lighting for Project activities is shielded, cast downward, and does not spill over onto other properties or upward into the night sky (see the International Dark-Sky Association standards at http://darksky.org/). Use LED lighting with a correlated color temperature of 3,000 Kelvins or less, properly dispose of hazardous waste, and recycle lighting that contains toxic compounds with a qualified recycler.</p>	<p>Timing: During Project construction activities</p> <p>Methods: See Mitigation Measure</p>	<p>Implementation: Valley Sanitary District</p> <p>Monitoring and Reporting: Valley Sanitary District</p>

<p>CDFW recommends that the Valley Sanitary District add the following mitigation measure to a revised MND.</p> <p>Mitigation Measure BIO-[D]: CVMSHCP Compliance</p> <p>Prior to construction and issuance of any grading permit, the City of Indio shall ensure compliance with the Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP) and its associated Implementing Agreement and shall ensure the collection of payment of the CVMSHCP Local Development Mitigation Fee.</p>	<p>Timing: Prior to construction and issuance of any grading permit</p> <p>Methods: See Mitigation Measure</p>	<p>Implementation: City of Indio</p> <p>Monitoring and Reporting: City of Indio</p>
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November 16, 2022

Mr. Jacob Skaggs
Environmental Scientist
California Department of Fish & Wildlife
Inland Desert Region
3602 Inland Empire Boulevard, Suite C-220
Ontario, CA 91764.

Sent via electronic mail

SUBJECT: Comment Response to Westward Ho Siphon Replacement Project Initial Study

Dear Mr. Skaggs,

Valley Sanitary District appreciates the comments provided by California Department of Fish & Wildlife (CDF&W) on the biological resources evaluation in the Initial Study prepared to demonstrate compliance with the California Environmental Quality Act (CEQA) for the Westward Ho Siphon Replacement Project. We have reviewed the comments and have prepared the following responses.

Response to Comment 1. As described in the Section 8, Project Description, of the Initial Study, the purpose of the proposed project is to replace an existing sewer siphon that has been compromised by erosive conditions occurring within the Coachella Valley Storm Channel (CVSC) during storm events. While the siphon was structurally stabilized, replacement of the pipeline is the only way to avoid further damage and potential failure of the siphon which would result in the release of untreated sewage into the CVSC. The most effective way to replace the siphon and avoid future damage from erosion, is to install the new pipeline well below the surface. The new pipeline segment would be installed approximately 50 feet under the CVSC (at its deepest point) using horizontal directional drilling (HDD) to avoid direct impacts to the CVSC during construction and impacts to the pipeline from future storm events.

The entrance and exit pits would be well outside lands subject to state and federal permitting authority. Thus, a Notification of Lake or Streambed Alteration per Section 1602 of the Fish & Game Code is not required. As stated in the Initial Study and

Biological Resources Report (Appendix B), the CVSC conveys storm flows. There is no fish habitat or state or federally listed sensitive plant or animal habitat in or proximal to the channel. The HDD would be conducted by an experienced contractor and based on the depth of drilling that would occur under the CVSC, the possibility of a frac out is remote. If a frac out were to occur anywhere along the alignment, the contractor would implement best management practice (BMPs) procedures contained in a standard frac out contingency plan. These methods would contain any drilling mud on the surface to facilitate collection and removal.

With respect to the addition of Mitigation Measure BIO-[A] referenced in the comment letter, doing so could be construed as the identification of a potentially significant and adverse impact that was not disclosed in the Initial Study circulated for public review. This is documented in Section 15073.5 of the CEQA Guidelines. Our position is that no new significant or adverse impacts have been identified; thus, no new mitigation is required.

Response to Comment 2. Mitigation Measure BIO-1 has been used successfully to avoid potential impacts to nesting birds as required per the Migratory Bird Treaty Act. The proposed project will be constructed in early 2023 and likely within the early part of the typical nesting season; thus, nesting bird surveys will be conducted prior to any ground disturbing activities on both sides of the CVSC. Mitigation Measures BIO-1 will be modified as recommended in the comment letter.

Response to Comment 3. As stated in the Biological Resources Report provided as Appendix B to the Initial Study, no evidence of burrowing owls was discovered during the site survey and based on habitat requirements and known distributions, it was determined that the project site and survey area have a low potential to provide suitable habitat for burrowing owl. The preconstruction survey performed with implementation of Mitigation Measure BIO-1, would identify the presence of burrowing owl within and proximal to the area of disturbance. If discovered, then measures consistent with those stated in BIO-[B] in the comment letter would be implemented to evaluate and avoid impacts to this species. No new mitigation is justified or will be added to the Initial Study for reasons discussed under Comment Response 1.

Response to Comment 4. Nighttime lighting may be required if the HDD cannot be completed during daytime hours. If nighttime lighting is required, it would be limited to a maximum of two nights. The lighting would be provided by one or more trailer-mounted portable light tower(s) powered using a generator. Text has been added to the Initial Study that describes nighttime lighting. Mitigation Measure BIO-[C] in the comment letter was reviewed. No significant lighting impact has been identified; thus, no additional mitigation is needed. Rather text will be added explaining the equipment

that would be used and methods commonly implemented to shroud, cover, or otherwise minimize light spillover into areas adjacent to the construction work area.

Response to Comment 5. As stated in the Biological Resources Report, the proposed project is a Covered Activity located outside a designated conservation area. A thorough evaluation of project consistency with the CVMSHCP is provided. Construction of the proposed project is expected to implement the applicable avoidance and minimization measures described in Section 4.4 of the CVMSHCP (refer to Appendix D of Appendix B) as applicable to the project. As a public utility, VSD is required to obtain encroachment permits for work within City of Indio rights of way. However, to date, no known Local Development Mitigation Fees have been directly paid to the City of Indio by VSD for utility installation and maintenance work. The proposed project would be fully consistent with the biological goals and objectives of the CVMSHCP. No significant or adverse impact would occur under this threshold; thus, there is no need to add mitigation as suggested.

Thank you for your review and comments. Should you have questions or require additional information, please contact me at 760-238-5408 or via email at rbuchwald@valley-sanitary.org.

Sincerely,



Ron Buchwald
District Engineer

☎ 760-238-5400 | Ext 108
✉ rbuchwald@valley-sanitary.org

Valley Sanitary District
45500 Van Buren Street, Indio, CA 92201
www.valley-sanitary.org



Valley Sanitary District

DATE: December 13, 2022
TO: Board of Directors
FROM: Beverli A. Marshall, General Manager
SUBJECT: Adopt Resolution No. 2022-1172 Honoring Director Dennis Coleman for His Dedication and Service to Valley Sanitary District

Suggested Action

Approve

Strategic Plan Compliance

GOAL 6: Improve Planning, Administration and Governance

Fiscal Impact

There is no fiscal impact.

Environmental Review

This is not a project as defined by CEQA.

Background

The Board of Directors of Valley Sanitary District wish to recognize and express appreciation for Director Dennis Coleman's outstanding service as a member of the Valley Sanitary District Board of Directors.

Recommendation

Staff recommends that the Board of Directors adopt Resolution No. 2022-1172 honoring Director Dennis Coleman for his dedication and service to Valley Sanitary District.

Attachments

[RES 2022-1172 Honoring Dennis Coleman.doc](#)

RESOLUTION NO. 2022-1172

A RESOLUTION OF THE BOARD OF DIRECTORS OF VALLEY SANITARY DISTRICT HONORING DENNIS COLEMAN

WHEREAS, the Board of Directors of Valley Sanitary District wish to recognize the outstanding service of Dennis Coleman; and

WHEREAS, the Board of Directors of Valley Sanitary District wish to recognize that Dennis Coleman served as a dedicated member of the Valley Sanitary District Board of Directors from 2017 to 2022; and

WHEREAS, the Board of Directors of Valley Sanitary District wish to recognize and express appreciation for the commitment and efforts of Dennis Coleman on behalf of the Valley Sanitary District Board of Directors; and

THEREFORE, BE IT RESOLVED by the Board of Directors of Valley Sanitary District that a copy of this resolution be recorded in the permanent minutes of this Board.

PASSED, APPROVED, and ADOPTED this 13th day of December, 2022, by the following roll call vote:

AYES:
NAYES:
ABSENT:
ABSTAIN:

Scott Sear, President

ATTEST:

Holly Gould, Clerk of the Board



Valley Sanitary District

DATE: December 13, 2022
TO: Board of Directors
FROM: Beverli A. Marshall, General Manager
SUBJECT: Election of Board Officers for 2023

Suggested Action

Approve

Strategic Plan Compliance

GOAL 6: Improve Planning, Administration and Governance

Fiscal Impact

Background

The Valley Sanitary District Board of Directors will elect the President, Vice President and Secretary/Treasurer for 2023.



Valley Sanitary District

DATE: December 13, 2022
TO: Board of Directors
FROM: Beverli A. Marshall, General Manager
SUBJECT: Appoint Directors and One Alternate to the East Valley Reclamation Authority Board of Directors for 2023

Suggested Action

Approve

Strategic Plan Compliance

GOAL 6: Improve Planning, Administration and Governance

Fiscal Impact

Background

The Board President will appoint two Directors and one alternate to the East Valley Reclamation Authority for 2023.



Valley Sanitary District

DATE: December 13, 2022
TO: Board of Directors
FROM: Beverli A. Marshall, General Manager
SUBJECT: Appoint Two Directors to Budget & Finance, Operations, and Community Engagement Committees for 2023

Suggested Action

Approve

Strategic Plan Compliance

GOAL 6: Improve Planning, Administration and Governance

Fiscal Impact

Background

The Board President will appoint two Directors to the Budget & Finance Committee, two Directors to the Operations Committee, and two Directors to the Community Engagement Committee for 2023.



Valley Sanitary District

DATE: December 13, 2022
TO: Board of Directors
FROM: Ronald Buchwald, District Engineer
SUBJECT: Authorize the General Manager to Execute a Contract with Elevation Health to Provide an Employee Health and Wellness Program Services in an Amount Not to Exceed \$37,750 for a 12-Month Period

Suggested Action

Approve

Strategic Plan Compliance

GOAL 1: Fully Staffed with a Highly Trained and Motivated Team

Fiscal Impact

The fiscal impact of the contract for the remaining six months of Fiscal Year 2022-23 is with Elevation Health is \$18,875. The adopted budget for Fiscal Year 2022-23 includes \$9,000 for the six-month period. There is sufficient savings in the budget to cover the approximately \$10,000 needed for this fiscal year. The remainder of the contract will be in Fiscal Year 2023-24 and staff will include it as part of the proposed budget.

Environmental Review

This is not a project as it relates to CEQA.

Background

On September 20, 2022, the District released a second Request for Proposals (RFP) for Employee Wellness Program services. This was requested by the Board after concerns were expressed regarding the previous RFP. Since the existing contract has been in place for three years, the District's policy requires soliciting proposals for a new contract.

Staff prepared an RFP for a consulting and/or wellness firm to develop a wellness program for District employees. The consulting and/or wellness firm needs to possess expertise and experience in implementing a customized wellness program that promotes healthy behaviors. The District received three proposals: Elevation Health, Healthy Futures, and Pinnacle Training Systems.

A four-member evaluation committee comprised of VSD employees (different from those that comprised the evaluation committee on the first RFP) independently reviewed the submitted proposals utilizing the six evaluation criteria found in the RFP. According to the evaluation scores, the committee determined that Elevation Health represents the best option for VSD's Employee Health and Wellness Program.

Elevation Health provided the best overall wellness options utilizing both onsite, web-based, and virtual connections. They have been in business for 28 years have been successful at customizing a Wellness Program that suits the agency and its employees. The RFP, the committee scores, the Response to Questions, and Elevation Health proposal are attached for your information.

At its meeting on November 8, the Board of Directors directed staff to place this item on a future agenda and to include all of the proposals for the Board's information.

Recommendation

Staff recommends that the Board of Directors authorize the General Manager to negotiate and execute a contract with Elevation Health to provide Employee Health and Wellness Program services in an amount not to exceed \$37,750 for a 12-month period.

Attachments

- [VSD- Employee Wellness Program RFP - Elevation Corporate Health Response 2022.pdf](#)
- [Wellness Program Scores.pdf](#)
- [Elevation Fitness & Wellness Platform Overview 2022 v3.pdf](#)
- [VSD Employee Wellness Program RFP.pdf](#)
- [Response to Questions - 10-5-22.pdf](#)



Employee Wellness Program - Valley Sanitary District - RFP
A. Cover Letter

Elevation Corporate Health, LLC

DBA: Elevation Health

861 SouthPark Dr. #100

Littleton, CO 80120

www.contactelevation.com

Elevation Corporate Health, LLC is a privately owned Fitness and Wellness Management company since 1994. It is our pleasure to submit a proposal for The Valley Sanitary District (VSD). Our hope is that VSD awards Elevation the chance to show how our responsiveness, experience, flexibility, and forward-thinking way of doing business can elevate your Employee Wellness Program to the next level.

Our long track record of experience boasts an extremely comprehensive service menu such as; return to work programs, integrated disability management programs, ergonomics, fitness center design, development, and management, Wellness program design using technology to motivate their employees. Our new hybrid model that incorporates both our technology and our onsite coordination has increased participation rates upwards of 75%.

We take great pride in surpassing our client's expectations. Likewise, the employees of VSD will experience the same high level of customer satisfaction as all our many clients across the country. When you choose Elevation, you join the Elevation family and culture.

Company Contact:

Micaela Robinson - Regional Director of Business Development

m.robinson@contactelevation.com

Phone: 818-442-8934

Authorized to Sign Contract:

Angela Nichols - President/Partner

a.nichols@contactelevation.com

Phone: 720-352-2548



B. Proposer Statement of Qualifications:

1. Executive Summary

Elevation is headquartered in Littleton, CO with offices in Baltimore, MD, Houston, TX and Los Angeles, CA. We are a national company that has provided services to 33 states and 19 countries. We have approximately 150 employees serving over 40 contracts with approximately 80 physical locations.

Core Competencies

- Onsite Fitness and Wellness Management Company
- Wellness and Fitness virtual programming integration and technology
- Fitness Center Operations expert
- Fitness Center Design consultant
- Membership Management Technology

We have clients of national prominence including Johns Hopkins, T.Rowe Price, Wells Fargo, Charter Communications, Empower, Encompass, FirstBank, and Arrow Electronics to name a few. We also work with many government agencies including NOAA and OCTA.

Elevation's mission is to provide exemplary customer service through fitness and wellness programming. Our hands-on approach to working with each company and individual to meet their fitness and wellness goals and needs has led us to success for over 28 years.

In order to achieve effective outcomes, Elevation believes worksite wellness must be customized for each of our clients, their demographics, unique organizational health profile, and the goals of the organization. Every organization is a living, breathing entity that possesses different challenges regarding their health risks and exposures. It is our philosophy to work alongside each of our clients to guide their program to engage the highest level of participation possible. We work to capture and specifically focus on engaging the 70% of the population that experience modifiable risk factors that can impact on the bottom line of the organization.

Customization is necessary for all aspects of the program.

- Program Delivery - online, app based, telephonic, in-person
- Program Format - length
- Program Incentives – to meet goals
- Timing - each organization has ideal times of the year that programming will be more successful
- On-site Team - determined based on the best “fit” for the location, demographics, and programs
- Equipment – function and flow



Our customized solutions, in-house technology and our hands on approach to each client provides a service that is unique, personalized and focused specifically on the interest of the company we work with.

2. Qualifications and Experience:

a. Provide description of how the proposer's experience, technical and professional skills will meet the goals and fulfill the general functions identified in this RFP.

Elevation is proposing our hybrid model to VSD which includes both onsite and virtual staffing services. With our proposed Program Coordinator being the face of the program and our virtual services as resources to your employees allows your team to experience the same level of customer service and programming whether they are working onsite in the office or at home. COVID has changed our workforce and how we “show up” to the job each day. This new Elevation Hybrid Management strategy has allowed us to share our wellness program experience both onsite and remotely, allowing Elevation to keep engagement and participation high.

Below we've outlined services and options as to how Elevation Health would provide a comprehensive annual wellness program including the following Components:

- Biometric & Flu Shot Clinics
- Physical Well-Being
- Emotional Well-Being
- Social/Occupational Well-Being

Biometric & Flu Shot Clinics:

Elevation works with a national third party to provide onsite Biometric screens and flu shots. Quest Diagnostics is our preferred partner and we've been working with them for over a decade across the U.S.

For many of our clients, we are utilizing the Finger Stick option to obtain the following biometrics; total cholesterol, HDL, LDL, triglycerides, glucose. Height, weight, resting pulse, blood pressure and BMI is included in our biometric screening events.

We have the ability collect and configure the platform so that laboratory results and vital signs are entered by:

- The participant using ranges or numerical values (self-report)
- Screeners at health fairs (onsite screening event)
- Health coaches
- Administrators as a batch load from file
- Participant uploads a Physician Verification Form in the Platform
- Mail in Kit (more commonly used during the Covid Pandemic)



Biometric Values on the Elevation Platform - Our Biometric and Personal Health Results widget allows your employee to archive their biometric screens so that they can see their change year after year. This widget also allows employees to upload their results from their physician if they choose not to participate in the onsite biometric screens.

Onsite & Virtual Fitness/Wellness Services

Elevation has had great success and improved behavior change by combining computer-based programs with onsite team members. Human beings require support and motivation to change behavior. Behavior change simply does not occur by offering incentives. It occurs by the relationships and trust that are built between our program coordinator and the VSD employees. Elevation's objective is to create a welcoming fitness and wellness environment by providing services that meet all employees needs. Whether you are an athlete, a fence sitter or someone that has never stepped foot into a fitness center, our variety of programming and welcoming staff will provide something for everyone.

Based on VSDs Scope of services requested and to ensure our focus on Physical, Emotional, Social and Occupational Well-Being we are recommending the following services offered through Elevations platforms and onsite staffing.

- ***Management Support*** - The Program Coordinator will be providing your onsite presentations, workshops, quarterly seminars and assist in managing your annual events including Biometric Screens. Our dedicated Program Coordinator will be available to assist with customer service questions, working directly with your onsite VSD Team, create marketing materials, provide wellness platform support and work with the employees by providing both virtual and onsite offerings.
- ***Customized Branding*** - use your own wellness program name, logo and colors to create your own customized wellness portal.
- ***Customized Widgets*** - to integrate third party vendors, videos, pictures and other customized offerings to VSD.
- ***Challenges*** - We currently have 19 challenges ranging from Physical, Mental Health, Hydration and Nutrition. We've seen great success in friendly competition between co-worker and/or departments. ***A full list of challenges can be found in the attached PDF.***
- ***Health Risk Assessment*** - Our Health Risk Assessment is certified to comply with HIPAA regulations. Once an employee takes the HRA, they will immediately see a full comprehensive report on their current health. Depending on their results, they can automatically be assigned an action plan to help them create a healthy lifestyle change.
- ***Action Plans*** - These are plans created to educate and motivate participants to make gradual lifestyle changes that lead to sustainable improvements in health behavior.



Action plans may be delivered as self-learning modules or assigned by coaches to enhance wellness and disease management programs. Optionally when deployed with the health assessment, results of the assessment drive action plan recommendations. Action plans include Quitting Smoking, Back Care, Mental Health and Nutrition. **A full list of action plans can be referred to in the attached PDF.**

- **Health Library** - This includes articles and research on related health topics to educate your employee.
- **Elevation Station** - Over 150 recorded fitness and wellness classes that your employees can participate in at any time. We continue to add at least 6 - 8 classes each month to continue to provide a wide variety of offerings.
- **Elevation LIVE** - 20+ live group fitness classes available each week that your employees can sign up for and participate in.
- **Virtual Wellness Offerings** are offered through our Elevation LIVE calendar which includes offering nutrition workshops, stress management, mental health, goal setting programming which creates a well rounded way to engage all employees. Elevation works with local sponsors and businesses to bring your employees samples along with our workshops & education series.
- **Strive to Thrive Program** - This program was created to focus on increasing strength, balance and flexibility to the beginner or active aging community in just 18 weeks.
- **Wellness Podcast** - Elevation releases our own podcast two times monthly, highlighting Fitness & Wellness trends, hot topics and interviews with the top leading fitness, wellness and nutrition individuals.
- **Health & Benefits Fairs** - Elevation will assist in organizing and managing annual events such as VSDs Benefits & Wellness Fairs, Men's and Women's Health Workshops. Additional fees may apply depending on the full scope and expectations of these events.

Here is a snippet of just a few of our wellness programs launching on Elevation Boost Platform this year.

2022 VIRTUAL PROGRAMMING OVERVIEW

QUARTER 1	QUARTER 2	QUARTER 3	QUARTER 4
<p><u>4 Part Series</u> 4 Components of a Healthy Lifestyle</p> <p><u>Workshops</u> Our Top Cooking Methods Plant Based Power</p> <p><u>Elevate Yourself</u> Stretching for the New Year & Heart Opening Vinyasa Yoga Specialty Class</p>	<p><u>2 Part Series</u> Let's Get Functional feat. Longevity & Mobility Training Mistakes</p> <p><u>Elevation LIVE</u> Global Employee Health & Fitness Month</p> <p><u>Elevate Yourself</u> <u>Podcast</u> Stress: The Good, The Bad and the Ugly</p>	<p><u>2 Part Series</u> FAD OR FAB: Busting Fitness & Nutrition Trends</p> <p><u>Workshops</u> Mindset Shifts</p> <p><u>Elevation LIVE</u> National Yoga Month in September</p>	<p><u>4 Part Series</u> Elevate Mindfully 2.0</p> <p><u>Elevation LIVE</u> Turkey Burner Specialty Class</p> <p><u>Elevate Yourself</u> <u>Podcast</u> Fear: How to kick it for good and not let it hold you back!</p>



- **Reporting** - Real time reporting is available at any time to include participation and engagement rates.
- **Resource Tab** - Upload documents to create your personal employee resource tab. Have important links for employees to access your current health partners:
 - Medical insurance Anthem Blue Cross, Blue Shield of California, Health Net of California, Kaiser Permanente, Sharp Health Plan, United Healthcare, Western Health
 - Dental insurance The Standard
 - Vision insurance VSP, administered by The Standard
 - EAP Programs
- **Single Sign On Feature** - Ability to link the two platforms (Wellness & Fitness) to create a cohesive and user friendly experience for each employee.

Please see the attached PDF of our Technology Overview

The success of all the offerings noted above and additional offerings noted below are based on the Marketing and communications to the VSD employees and board members. Engagement and communication create success. Your Program Coordinator assigned to your Wellness program would work directly with our In-House Marketing Director to assist in the design and development of the requested documents.

Elevation has the ability to customize our Wellness portal & any marketing materials to match VSDs branding. We work with each client to create a brand, which includes any marketing materials that members would receive. We are able to create custom graphics and marketing materials, including but not limited to: flyers, graphics, TV sliders, brochures, email headers, etc. We can create branding for the company (if not already established) by creating a consistent theme across all media, including but not limited to: fonts, color schemes, logos, and more. A few examples of marketing materials are shown below:



AN 8 WEEK EDUCATIONAL PROGRAM

ELEVATE MINDFULLY

Join us **LIVE** each week as we discuss mental health topics and learn how you can elevate your mental health one week at a time.

GLOBAL EMPLOYEE HEALTH & FITNESS MONTH

A WHOLE MONTH FILLED WITH ACTIVITIES FOR THOSE WHO WORK FROM HOME OR IN THE OFFICE!

LET'S GET FUNCTIONAL WORKSHOP SERIES

Let's Get Functional: Mobility with Ryan O'Callaghan Thursday, May 5th @ 11am MST	Let's Get Functional: Training Mistakes with Serj Khajadourian Thursday, May 12th @ 11am MST
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WORKOUT AT YOUR DESK

WORKOUT AT YOUR DESK
 FRIDAY @ 9am MST
 TUESDAY, May 24th @ 11am MST



Additional Offerings:

Our additional offerings can be added to the platform to create a more robust program. They can be added individually based on VSDs needs, or Elevation recommends adding them together because these offerings integrate into each other to create a personalized experience for the employee. These additional offerings allow the employee to learn more about their current health and provide them a baseline to work from. Our clients see a larger ROI by adding in our additional offerings while the employee gets a more customized program. This coaching service leads to a more action based program where both our client and their employees feel engaged and get results.

- **Unlimited Coaching** - One on one coaching elevates your wellness program to the next level. Allowing your employees the opportunity to work with a certified coach to work on their personal needs tends to create immediate positive change and results. We dedicate a coach to VSD so that each time an employee reaches out to a coach, they work with the same person. This creates a healthy and trusting working relationship which gives your employees the comfort they need to take action.

Additional Online Programs, available to employees as a fee based services via our Technology -

- **The Mason Jar Project** - The Mason Jar Project is a 5-week program designed to help individuals or teams create healthy positive habits and maintain them for life. Whether it's finding mindfulness, getting to move more, becoming financially fit, sleeping better or eating healthier, we give you a mason jar as a daily reminder to practice your positive habit. Paired with daily motivational emails, you'll notice your life, happiness, and well-being transform.
- **Online Coaching Services** – Elevation has launched Online Coaching Services to provide fitness, nutrition, and wellness coaching to individuals who want the convenience, flexibility, and cost-effectiveness of online training. It allows us to help you virtually anytime, anywhere! With our downloadable app, you'll be able to get your workouts delivered directly to your mobile device with videos and instructions for every single workout. Share your food and exercise



journal with your coach to help keep you accountable. Track progress, get results, and chat with your coach – all included when you work with us.

- **Personal Training** - Online Personal Training gives you access to an elite certified personal trainer who can provide custom programming, support, and accountability virtually anywhere. Whether you're traveling, enjoy working out at home, or need expert guidance, your virtual trainer can help you achieve your goals.
- **Nutrition Coaching** - Whether you are an avid athlete or just getting started, a proper nutrition plan is the groundwork to take your workout to the next level, getting over that dreaded plateau or eliminating the afternoon drag at your desk.
- **Wellness Coaching** - Have you wanted to make a change in your lifestyle but aren't sure how to get started? As Wellness Coaches, we create a powerful relationship with our clients, providing them with structure, accountability, expertise, and inspiration to help them grow and develop what they can't do alone.

Elevation is confident that with the variety of services outlined above we will create a comprehensive health and wellness program for the employees at Valley Sanitary District. A customized program that is well-rounded, engaging and has something for everyone.

b. Any key staff members who would be involved in the performance of the scope of work. Provide their resumes, describe their experience and identify their proposed role for the Project.

- i. With over 100 years of combined experience in the industry, Elevation's entire executive team will be a part of the VSD Wellness Program. Micaela Robinson and Katelyn Cronquist will work together with our operations team to assist with on-boarding, training and onsite support for the program. Each team member you see below will have an integral part in the success of this project.

Key Personnel and roles

Micaela Robinson - Senior Regional Director is located in California and will be your principal point-of-contact. In addition to the assigned Program Coordinator, your program would be supported by Angela Nichols and Katelyn Cronquist noted below.



Micaela Robinson

Senior Regional Director of Business Innovation - Based in California



Micaela Robinson has been working in the fitness and wellness industry for over 13 years. Her career launched at Equinox which helped expand her knowledge as a personal trainer and understand the fitness business.

After five years as a Tier 3 trainer with Equinox, Micaela accepted a position as the Program Manager for The Biggest Loser Fitness Resort in Malibu, CA. Micaela was a part of the team that opened and launched the facility. She handled all aspects of the resort, including programming, creating schedules, holding lectures, instructing classes, and meeting one-one-one guests to ensure that each person saw the results they wanted to achieve.

Micaela studied at National Personal Trainers Institute to obtain her personal training certification. She also has a wide variety of certifications ranging from NASM CPT, CES, Senior Population, ACE Group Fitness, Nutrition & Wellness Coach Certified. Micaela's expertise in programming is the reason she is part of our fitness center design & program team.



Angela Nichols

President & Partner - Based in Colorado

Angie Nichols is the President & a Partner of Elevation Health. She holds a B.S. in Exercise Physiology from Ohio University and a Masters in Sport and Recreation Management from Kent State University. She has designed over 100 fitness centers for multiple sectors including corporations, residential communities, universities and multi-tenant buildings.

After consulting on the design, management, and opening of two major University Campus Recreations Programs, Angie undertook the challenge of maximizing the use of smaller fitness center spaces. She then began designing for onsite corporate fitness centers with Elevation. Over the years, the market for boutique fitness spaces has exploded, expanding Elevation into many new sectors. Angie is actively involved in the customized start-up of new Elevation accounts. In addition, she supports current clients and provides them with the latest innovative strategies to engage participation.



Katelyn Cronquist

Director of Operations - Based in Colorado

Katelyn Cronquist is Elevation's Director of Operations. Katelyn works with the Business Innovation team to bring her expertise in staffing, programming and technology in corporate fitness centers. She holds a B.S. in Health and Exercise



Science from Colorado State University and has been in the fitness industry for over 12 years teaching, training and creating wellness programs. She is a Certified Ergonomic Assessment Specialist, an ACE Certified Personal Trainer, and holds additional certifications in TRX, YogaFit, and Schwinn Cycling. Katelyn will oversee all onsite and virtual employees assigned to your wellness program.

Please see the attached Resumes for Micaela, Angie & Katelyn

Other key personnel:

Program Coordinator

Elevation would require the following qualifications for the Program Coordinator assigned to the VSD Wellness Program. In Addition to the example resume below, we have the following guidelines and requirements when hiring employees to work with our clients:

- 2 - 4 year degree in the fitness/wellness industry and/or
- National Certifications (personal training, wellness, group fitness, coaching & nutrition)
- Current CPR/AED certification
- Complete all in-house Elevation trainings

Program Coordinator Job Description Example:

Participate as a member of the team in creating a culture of wellness, engaging a high percentage of eligible population, improving health status, driving health risk migration in order to impact disability, absenteeism and health care costs. The Program Coordinator will be responsible for communicating and upholding company standards. Provides safe, motivating, and effective wellness programming with excellent customer service skills, strong communication skills, and the ability to lead and motivate others to participate.

DUTIES & ESSENTIAL JOB FUNCTIONS

- Performs the day-to-day administrative functions of the wellness program
- Promotes utilization of the wellness coach services and facilitates scheduling
- Supports administration of the various wellness program governance teams
- Administer and assist with implementation of the VSD wellness programs
- Administrative and technical skills such as Outlook, Word, PPT, Excel
- Reply to emails from to support employees with program
- Wellness portal (technology)
 - Oversees all aspects of the Wellness Portal and other technologies
- Wellness programs
 - Incentive and wellness programming: Works directly with VSD to plan, design, implement, and delivery of wellness programs and events
 - Marketing and promotions: Ability and creativity to develop promotional material and program material
- Presentations
 - The ability to create and present on various wellness topics which support the overall wellness program



- Reporting
 - Monthly reporting and tracking: Provide reports on participation, activities and results to date
- Communicate proactively and effectively with participants, peers, supervisors and client management team
- Assist with management, coordination of Biometrics, Flu Shots
- Assist, prepare for Wellness events and Health Fairs
- Qualities
 - Strong conceptual, strategic and visionary skills
 - Coordination and strong organizational and time-management skills

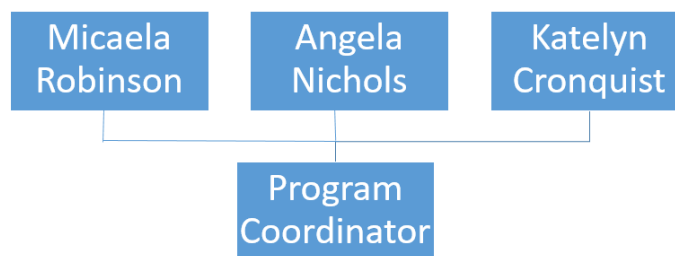
OTHER FUNCTIONS AND RESPONSIBILITIES

- Perform other duties as assigned
- Emergency protocols
- Meet the operational expectations and goals of the client
- Maintain a team player attitude with client and various fitness and wellness staff

QUALIFICATIONS

- CPR and AED certification - required
- At least 1 year of work experience in corporate wellness - required
- BS in Exercise Science or Wellness related field - preferred
- Personal training experience - a plus
- Nutrition coaching experience - a plus

As mentioned above, Micaela would be your main point of contact and would be working very closely with Angela and Katelyn to oversee the program coordinator with your account.



c. State the number of years the firm has conducted business.

- i. Elevation Corporate Health has been in business since 1994 (28 years)

d. Provide a Description of the three most relevant contracts held within the last five years.



Cochlear - Since March 2021 - 1 year

Fitness and Wellness Management, Group Fitness Classes, Personal Training, Nutrition and Wellness Coaching, Technology, Fitness and Wellness Programming and Incentives, Technology Solutions, Wellness Platform, HRA, Challenges, Gift Card Rewards

Providing services to about 700 employees Nationwide

Annual estimated charges: \$100,000



FirstBank - Since March 2016 - 6 years

Fitness and Wellness Management, Group Fitness Classes, Personal Training, Fitness Center Design, Nutrition and Wellness Coaching, Technology Solutions, 5th Gear App, Fitness and Wellness Programming and Incentives, Global Technology

Challenges (1 Full-Time Employee + additional contractors)

Providing services to 1500 employees in 3 different states

Annual estimated charges: \$195,000



Herbalife Nutrition - Since August 2020 - 1.5 years

Fitness and Wellness Management, Group Exercise Classes, Personal Training, Nutrition and Wellness Coaching, Technology Solutions (Fitness & Wellness), Biometric screening events, HRA, Onsite coaching,

Premium Rewards Program, Gift Card redemption. (2 Full-Time Employees)

Providing services to 3,000 employees Nationwide

Annual estimated charges: \$175,000



Town of Winter Park - Since April 2021 - 1 year

Fitness Technology solutions - Managed remotely
Providing services to 50 employees Nationwide.

Annual estimated charges: \$1,500

3. Evidence of California Licensing: *Include appropriate documentation showing the proposer is properly licensed in the State of California to perform the Services requested in the scope of work.*

Elevation Corporate Health LLC, is licensed to do business in the state of California. Reference: CA Corp 8163666

4. References: *Provide a minimum for 4 client references, preferably city, county, or special district governments for whom the proposer has previously performed services of similar type and scope within the last 5 years.*



Reference Contact Information

Cochlear

Kristy Housley - Workplace Wellbeing Consultant

khousley@cochlear.com

720.812.3209

First Bank

Alaina Gearhart - Benefits Supervisor/ Human Resources

Alaina.Gearhart@efirstbank.com

303.696.2951

Herbalife Nutrition

Elise Fischer, Manager of Wellness Global Talent Engagement

elisef@herbalife.com

310.410.9600

Town of Winter Park

Becky Stensvad - Office Manager

bstensvad@wpgov.com

970.726.8081 x 222

5. Subcontractors: *The proposer shall identify functions that are likely to be subcontracted and identify the subcontractor that is anticipated to perform each function, if known at this time.*

Elevation has a long standing relationship with PDHI to offer our clients a robust Wellness platform and program. PDHI would fall into the subcontractor role with Elevation. The Platform delivers customizable health and wellness programs designed around client business rules, brand, and unique requirements using a software-as-a-service (SaaS) model.

C. Proposed Method to Accomplish the Work:

With our customized approach, we will work very closely with the Valley Sanitary District to understand all aspects of the Wellness Program you would like. This may involve surveying the employees to gain a better understanding of what motivates and draws them to engage in the program. Once the overview and features have been selected for the program and a launch date is set, Elevation will work backwards to ensure we have ample time to complete the project on schedule and fully test the platform prior to launch.

When the platform has been fully configured, we create test users to allow

VSD Executive team to ensure:

- All the applications are reviewed and tested before being released to clients
- All verbiage on the platform has been reviewed and approved by key stakeholders
- Clients can also review all the applications prior to deploying the solution to employees.



We provide our clients with access to demo users for their own testing. These demo sites are available in debug mode which allows program testers to select advance dates in the program year. This allows all the conditional program logic and incentive rules to be thoroughly tested before deployment. In addition to the testing mentioned above, we have held a live UAT testing with a select number of employees to test the system in real time, address any confusion and make any edits. We recommend completing a UAT testing at least 1 month prior to launch.

Please see attached VSD Implementation Example

D. Certification of Proposal:

The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to VDS in accordance with the Request for Proposal (RFP), and to be bound by the terms and conditions of the RFP.

E. Fee Proposal:

Please see attached Fee Proposal Document

Elevation Corporate Health - Wellness Program Pricing

Service Type	Volume	Unit of Measure	Unit Price	Year 1	Year 2	Year 3	Notes:
Platform & App Fees:							
Customized Branding	41	Per Eligible Employee PEPM	\$ -	\$ -	\$ -	\$ -	
Challenges	41	PEPM	\$ 0.74	\$ 364.08	\$ 364.08	\$ 364.08	
Health Risk Assessment (HRA)	41	PEPM	\$ 0.68	\$ 334.56	\$ 334.56	\$ 334.56	
Action Plans	41	PEPM	\$ 0.68	\$ 334.56	\$ 334.56	\$ 334.56	
Health Library	41	PEPM	\$ 0.19	\$ 93.48	\$ 93.48	\$ 93.48	
Elevation Station	41	PEPM	\$ 0.36	\$ 177.12	\$ 177.12	\$ 177.12	
Elevation LIVE	41	PEPM	\$ 0.36	\$ 177.12	\$ 177.12	\$ 177.12	
Virtual Wellness Offerings	41	PEPM	\$ 0.45	\$ 221.40	\$ 221.40	\$ 221.40	
Strive to Thrive Program	41	PEPM	\$ 0.150	\$ 73.80	\$ 73.80	\$ 73.80	
Wellness Podcasts	41	PEPM	\$ 0.100	\$ 49.20	\$ 49.20	\$ 49.20	
Resource Tab	41	PEPM	\$ 0.080	\$ 39.36	\$ 39.36	\$ 39.36	
Biometric Management Tool	41	PEPM	\$ 0.47	\$ 231.24	\$ 231.24	\$ 231.24	
Biometric Values and Personal Health Page on Platform	41	PEPM	\$ 0.32	\$ 157.44	\$ 157.44	\$ 157.44	
Eligibility File monthly upload (1 per month)		Flat Rate	\$ 13.50	\$ 162.00	\$ 162.00	\$ 162.00	
Total Platform and App Fees			\$ 18.08	\$ 2,415.36	\$ 2,415.36	\$ 2,415.36	
Management/ Staffing Fee:							
Program Coordinator: supports and is the face behind your program, health and benefit fair management	5	Weekly	\$ 74,000	\$ 19,240.00	\$ 19,817.20	\$ 20,411.72	3% increase each year for staffing
Check-In Activity Reports, Member Utilization/Enrollment & Reporting		Daily, Weekly and Monthly	Included	Included	Included	Included	
Management Fee		Quarterly	\$ 500.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	
Total Management/Staffing Fees				\$ 21,240.00	\$ 21,817.20	\$ 22,411.72	
Start-Up Fees:							
Platform & App Set-Up		One Time Cost	\$ 3,500.00	\$ -	\$ -	\$ -	
Eligibility File Set Up		One Time Cost	\$ 500.00	\$ -	\$ -	\$ -	
Total Start up Fees				\$ 4,000.00	\$ -	\$ -	
Total Platform Costs with Staffing		Annual		\$ 27,655.36	\$ 24,232.56	\$ 24,827.08	
Additional Onsite Options:							
Onsite Biometric Event (This includes mail in or test site options)	41	offered 2 times annually	\$ 58.50	\$ 2,398.50	\$ 2,460.00	\$ 2,501.00	Only charged for per employee that participates. Additional fees based on location, event set up will be applied per Quest Guidelines.
Coaching with Dedicated Coach	2	Hours Weekly	\$ 74,000	\$ 7,696.00	\$ 7,926.88	\$ 8,164.69	3% increase each additional year (Cost includes Coaching module)
Total Estimated Platform Costs with Staffing and Biometric Event & Onsite Coaching Add ons				\$ 37,749.86	\$ 34,619.44	\$ 35,492.76	

Evaluation Criteria	Employee A			Employee B			Employee C			Employee D		
	Elevation Health	Healthy Futures	Pinnacle Training	Elevation Health	Healthy Futures	Pinnacle Training	Elevation Health	Healthy Futures	Pinnacle Training	Elevation Health	Healthy Futures	Pinnacle Training
Experience and history of performing similar services for a public agency (20 points)	17	10	20	18	18	18	15	17	20	8	12	15
Qualified personnel and other resources to meet the scope of services (25 points)	25	15	23	23	18	22	20	10	20	20	10	15
Proposal cost to perform the services (5 points)	4	3	2	4	4	4	3	5	1	4	4	2
Completeness, thoroughness, clarity, and neatness of proposal (25 points)	22	15	23	24	23	24	22	18	24	20	15	15
References (15 points)	15	15	14	14	14	14	15	15	10	10	10	8
Proposed method to accomplish the Services (10 points)	9	3	7	8	5	7	10	2	5	8	3	5
Total Score	92	61	89	91	82	89	85	67	80	70	54	60

TOTAL SCORES

Evaluation Criteria	Elevation Health	Healthy Futures	Pinnacle Training
Experience and history of performing similar services for a public agency (20 points)	58	57	73
Qualified personnel and other resources to meet the scope of services (25 points)	88	53	80
Proposal cost to perform the services (5 points)	15	16	9
Completeness, thoroughness, clarity, and neatness of proposal (25 points)	88	71	86
References (15 points)	54	54	46
Proposed method to accomplish the Services (10 points)	35	13	24
Total Score	338	264	318

Winner: Elevation Health



Elevation Fitness & Wellness Platform

Overview 2022

Registration



Welcome to the Elevation Wellness Portal!

Access everything you need to help you improve your health.



Login

Username

[Forgot username?](#)

Password

[Forgot password?](#)

Log on

Register

First time users must register to get started.

Register

New User Registration

Complete the following information.

Company ID

Member ID

Gender

Male Female Not specified

Date of Birth

E-mail address

Confirm e-mail

Register

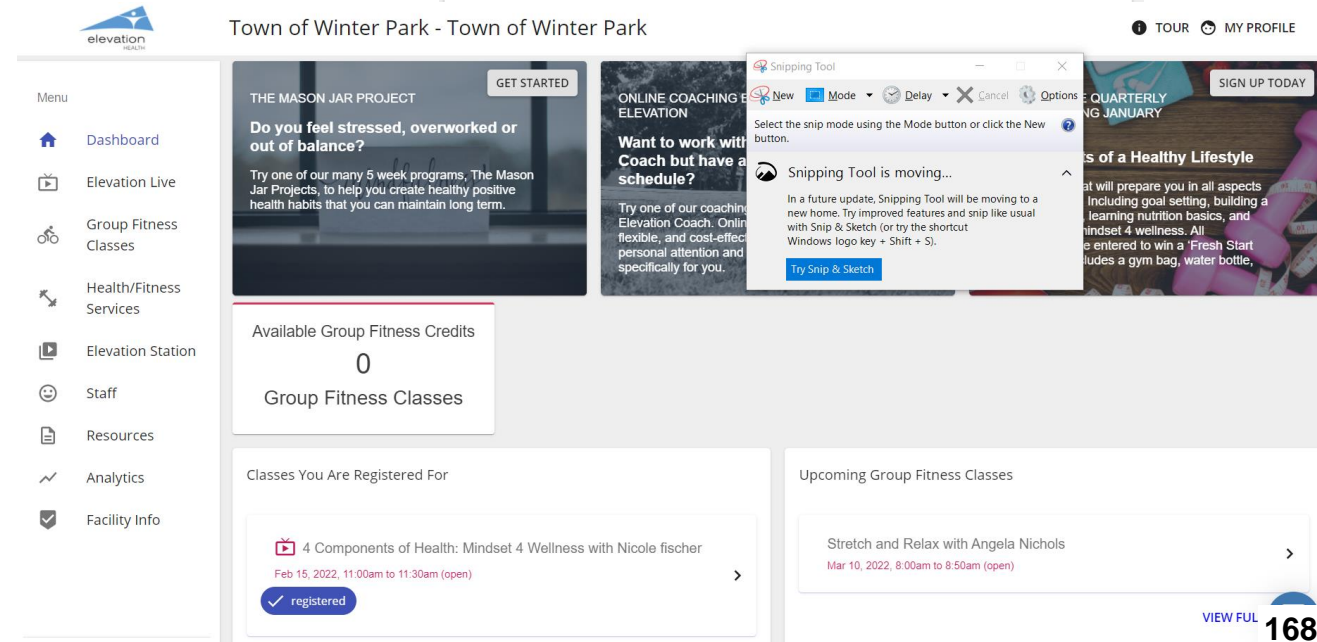
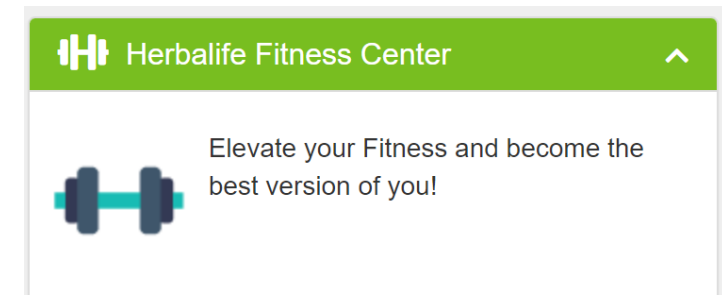
Cancel

Once an Eligibility file has been uploaded, users can register, confirm their email address and gain access to the platform.

Platform Overview

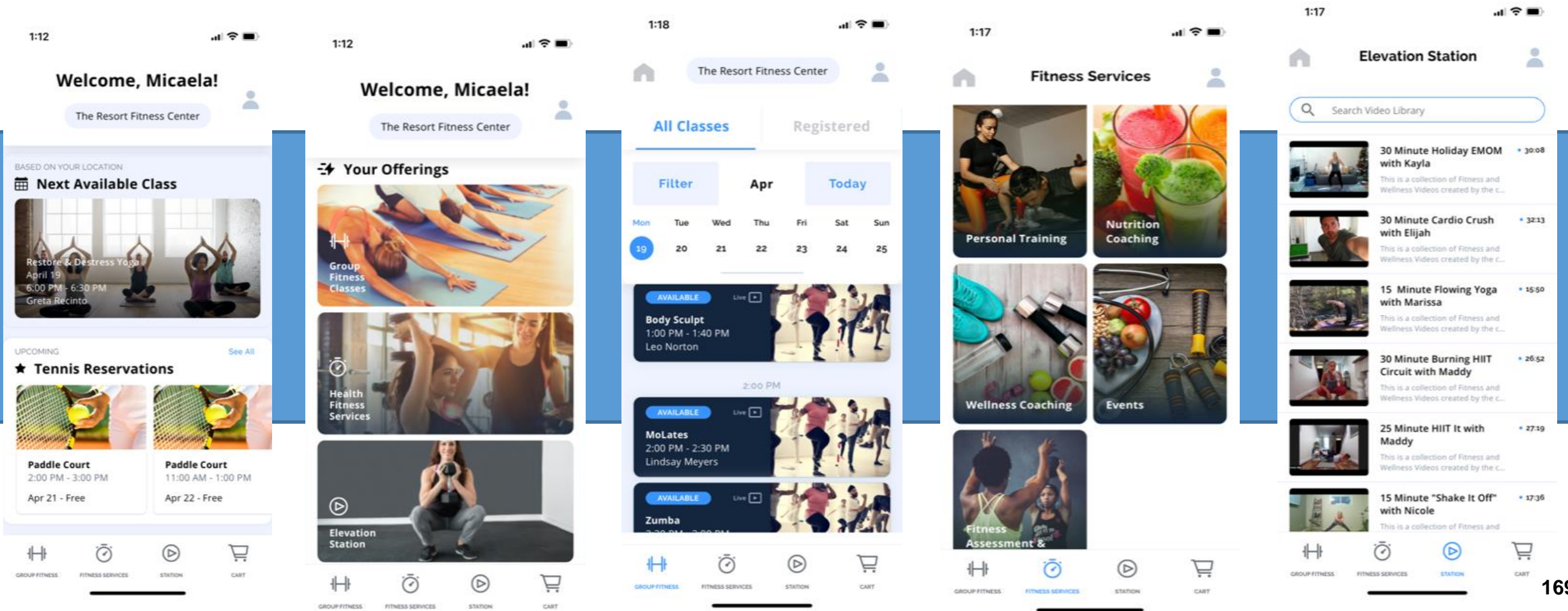


- Provides an optimized, consistent interface on any device
- Personalizes the user experience based on health risks, readiness to change and program design
- Supports Google Translate (over 100 languages)



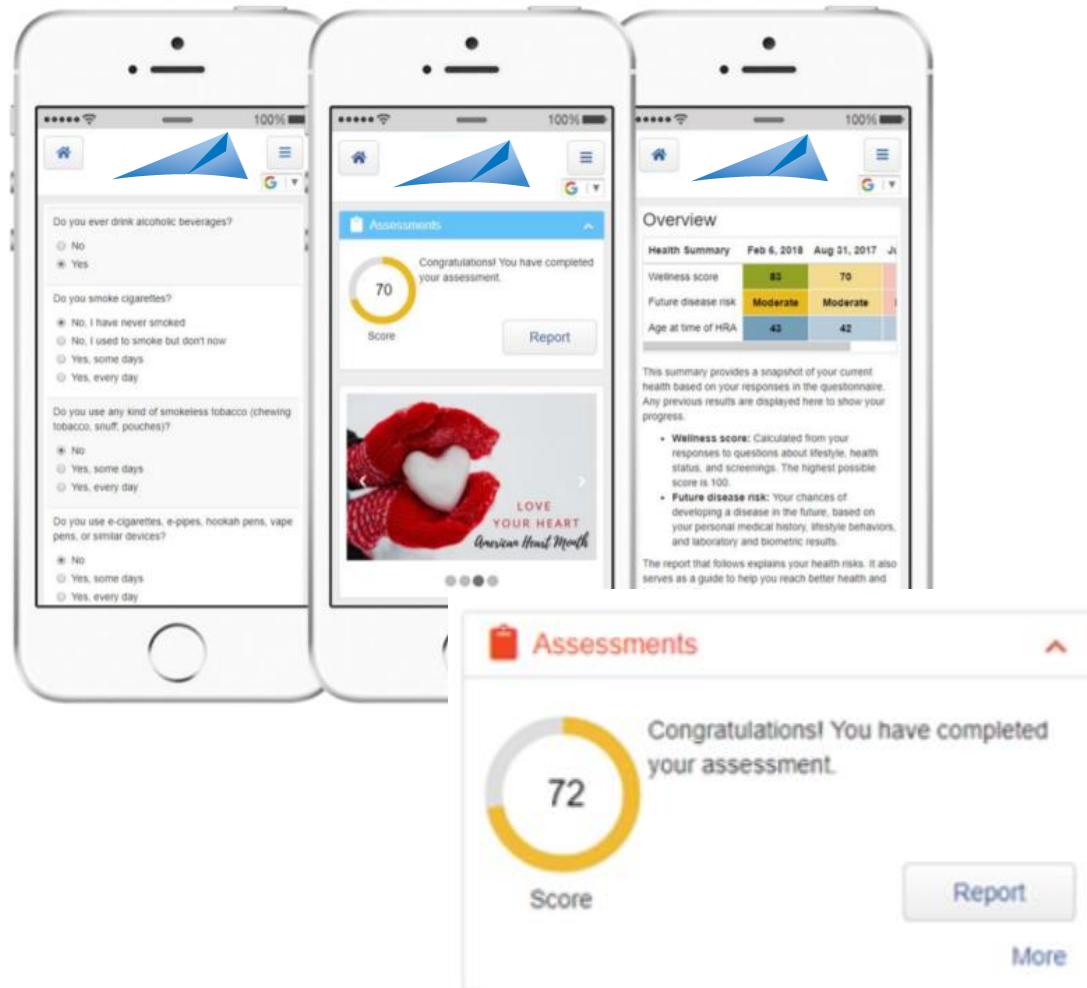
Boost App

Our App mimics many of our portal offerings and allows members to take both Live and Elevation Station on-demand classes from the palm of their hand.



Health Risk Assessment

Your responses generate a wellness score. Based on a scale of 1 to 100, your score shows if you're on a path to becoming the healthiest you can be.



Configurable health assessment engine for:

- Commercial populations (long/short form)
- Seniors (Medicare) >65
- Medicaid (low income groups)
- Pediatric (8 – 17 years)
- Contains both standard and populations specific questions
- Contains branching logic based on age and gender
- Available online in over 100 languages
- Available on paper
- Uses evidence-based guidelines and models
- Annually reviewed, or more frequently when a guideline changes
- NCAQ WHP 5 Certified

HRA - User Report

Overview

	01-May-2017	02-May-2016	01-May-2015
Wellness score	87	83	72
Chronic conditions impact	Mild	Mild	Mild
Future disease risk	Moderate	High risk	High risk
Age at time of HRA	46	45	44

This summary provides a snapshot of your current health based on your responses in the questionnaire. Any previous results are displayed here to show your progress.

- **Wellness score:** Calculated from your responses to questions about lifestyle, health status, and screenings. The highest possible score is 100.
- **Chronic conditions impact:** An assessment of how well your chronic conditions are managed and how much they impact your daily activities.
- **Future disease risk:** Your chances of developing a disease in the future, based on your personal medical history, lifestyle behaviors, and laboratory and biometric results.

The report that follows explains your health risks. It also serves as a guide to help you reach better health and to stay healthy.

Information gathered in the Health Assessment questionnaire is use to create a personalized user report.

The report includes:

- The user’s health assessments
- The user’s readiness to change
- Summary results from the previous two HRAs
- Comparisons with publicly available benchmarks
- Recommendations for improvement
- Links to client or third-party health-related information and resources (optional)

Action Plans

Action Plans educate and motivate participants to make gradual lifestyle changes that lead to sustainable improvement in health behavior.

Based on your HRA results, the system will automatically suggest appropriate action plans for individuals to enroll in to make healthy habit changes

Action plans typically take 6-8 weeks to complete.

Plans may be delivered as:

- Self-learning modules
- Assigned by coaches
- Deployed when Health Assessment is completed based on the results per user.

Back Care

Depression

Diabetes management

Diabetes Prevention

Financial Wellness

Healthy Eating

Heart Disease Management

Heart Disease Prevention

Physical Activity

Quitting Smoking

Risky Drinking

Stress Management

Weight Management



Challenges

19 different challenges available

Participants can earn points along the way as they complete each milestone or at final completion.

Three options to deploy challenges, as noted below:

- Personal challenges allow participants to enroll at any time, based on their personal goals.
- Individual challenges have a fixed start date and duration and allow participants to work independently to reach milestones.
- Team challenges also have a fixed start date and duration but allow participants to form teams and work together to reach milestones.



Stop the Spread
Fighting COVID-19 with proven tactics



Wallet Watch
Growing savings with smart purchases



Health at Home
Improving well-being with at-home activities for every ability level



Bases Loaded
Swinging for the fences for a healthier tomorrow



Hoops for Health
Shooting for a healthier lifestyle on and off the court



Lose for Health
Losing a little weight for big health benefits



Maintain Don't Gain
Preventing weight gain while enjoying the holidays



Eat Well
Reaching the next level in healthy eating with better food choices



Better Bites
Consuming more fruits and veggies for better health



Hydrate for Life
Drinking a little more water to refresh the day

Challenges - Continued



Great River Walk

Journeying down the Mississippi while adding more activity



Big Island Trek

Exploring this exotic Hawaiian isle while increasing physical activity



Make a Move

Boosting physical activity to benefit mind and body



Strong to the Core

Improving balance, flexibility, and back health with simple exercises



Step Up

Stair-climbing for better stamina and strength



Relax & Revive

Renewing outlook with just a few moments of downtime



Sleep Smart

Getting enough rest to improve daily performance



Page Turner

Reading for fun, relaxation, and new insights



Cut the Clutter

Reclaiming household spaces controls chaos and lifts mood

Challenges range from 2 – 6 week and can be customized to fit the needs of the program.

Challenges can be manually tracked or users can connect a fitness device into the system for seamless tracking.

Each year we add 2 new challenges to provide our clients with the opportunity to build on the previous program year and allow for some variety to their employees.

Biometrics Screening events & management

A screenshot of a web application interface for viewing and updating screening results. The window title is "View/Update Screening Results: 09-Aug-2017". On the left is a navigation menu with options: Results Unlocked, Screening, Member, Vitals, Blood Tests (highlighted), Devices, Report, Referrals, Comments, and Options. The main content area is titled "Blood Test Results" and contains the following information:

- Fasting status: Fasting Non-fasting
- LDL cholesterol: Result 125.0 mg/dL Not available
- HDL cholesterol: Result 34.0 mg/dL Not available
- Total cholesterol: Result 240.0 mg/dL Not available
- Triglycerides: Result 120.0 mg/dL Not available
- Blood sugar: Result 125.0 mg/dL Not available
- A1C: Result 5.0 % Not available
- Cotinine: Positive Negative Not available

At the bottom of the form are "Previous" and "Next" buttons.

Health Screening Report

Name:	Charlie Barns	Date:	Aug 9, 2017	Event:	Demo Scre
Gender:	Male	DOB:	Jan 1, 1975	Age:	43
Height:	6ft 1in	Weight:	230lb	Fasting:	Yes

Health Summary

Your Results	Aug 9, 2017
Physical health score	37
Total cholesterol	240 mg/dL
LDL cholesterol	125 mg/dL
HDL cholesterol	34 mg/dL
Triglycerides	120 mg/dL
A1C	5%
Fasting blood sugar	125 mg/dL
Blood pressure	140/90 mmHg
BMI	30.4 (230 lb)
Waist	46 in
Waist-to-hip ratio	1.18

Your physical health score is calculated from your screening results. These results are good indicators of your health risks. The healthier you are, the higher your score. Everyone has the potential to achieve a score of 100.

- Your physical health score: **37** (High risk)

You scored in the high-risk range, less than 70. This means that many of your results are outside recommended ranges. Review the following sections for advice on improving your results and your score. And discuss your results at your next doctor visit.

- Data management- Easily manage screening results from multiple vendors, venues, including screening site at health fairs, at central labs, in the physician office, or at home using a kit.
- Provider Forms – allows a branded physician results form (PDF) prepopulated with the participant’s identifying information, for download and printing. Participants may upload the completed form electronically on their dashboard for processing by your staff.
- Program Administration - Batch-import tools support loading of data from central labs or third-party vendors on a scheduled or as needed basis

Elevation Station



CATEGORIES



Search videos... Filter by Category... Filter by Difficulty... Filter by Duration...

Found 91 videos

<p>30 minutes</p> <p>30 Minute Holiday EMOM with Kayla This is a collection of Fitness and Wellness Videos cre...</p>	<p>32 minutes</p> <p>30 Minute Cardio Crush with Elijah This is a collection of Fitness and Wellness Videos cre...</p>	<p>16 minutes</p> <p>15 Minute Flowing Yoga with Marissa This is a collection of Fitness and Wellness Videos cre...</p>
<p>27 minutes</p> <p>30 Minute Burning HIIT Circuit with Maddy This is a collection of Fitness and Wellness Videos cre...</p>	<p>27 minutes</p> <p>25 Minute HIIT It with Maddy This is a collection of Fitness and Wellness Videos cre...</p>	<p>18 minutes</p> <p>15 Minute "Shake It Off" with Nicole This is a collection of Fitness and Wellness Videos cre...</p>

- On Demand prerecorded classes that can be taken at anytime from anywhere
- Access directly from Elevation Portal or App
- Over 150 videos available
- Variety of Group Fitness Class offerings
- Recorded Health and Wellness Workshops

Just Launched! Movement Library – Over 100 exercise videos showing proper form and movement of exercises.

Elevation LIVE



	25 Sun	26 Mon	27 Tue	28 Wed	29 Thu	30 Fri	01 Sat
6:00 AM			Dumbbell Boot Camp		20 Minutes to		
7:00 AM		Shake it Off Planks	Rise and	Mental	Barre	Upper Body for	
8:00 AM		Core and		Rhythm & Tone Kickboxing	Resistance		
9:00 AM			Shadow			Cardio Dance	
10:00 AM		Full Body Circuit	HIIT		Pyramid Workout	Full Body Blast	Weekend
11:00 AM			Decluttering			Kickboxing	
12:00 PM	Sunday Stretch	Core & Glutes	Breath work and Pilates for Yoga		HIIT Circuit		
1:00 PM		Body Sculpt	Dumbbell Chest	Strength and Core	Dumbbell Back		
2:00 PM		MoLates Zumba		Balance and Strong 30		Resistance	
3:00 PM				Barre			
4:00 PM				Vinyasa Yoga			
5:00 PM							
6:00 PM							

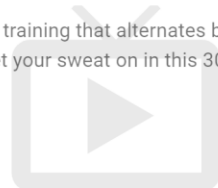
Live classes virtually for all Elevation clients and members. A variety of length and type of classes are available for all levels of fitness. All classes are taught by Elevation's Nationally certified instructors.

Access via the portal & our App!



HIIT
High intensity interval training is a form of interval training that alternates between short periods of intense anaerobic exercise with less intense recovery periods. Get ready to get your sweat on in this 30 minute class! No equipment needed.

Time: 10:15am to 10:45am
Date: Apr 27, 2021
Instructor: Kelsey Lindsay
Price: Free



CLOSE

CONTACT INSTRUCTOR

REGISTER

ADD TO CALENDAR

- Google
- iCal
- Outlook
- Yahoo

- Once users register, they receive a confirmation email with the zoom link for class.
- Option to add to their calendar

Elevation Yourself Podcast



Episode 23 - Stress: The Good, The Bad, and the Ugly with Neuropsychologist Justin Verlinden!



Elevate Yourself Ep 22, What Exactly is Diet Quality?Lorin Harik, MS, Food for Life Program Manager



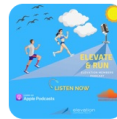
Why Your VO2Max Matters, with Sara Baker MS, CSCS - Episode 21



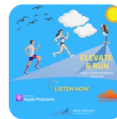
How To Make New Year's Resolutions That Stick with Annie Koempel, MA, RD, LD



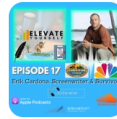
How to Practice Compassion and Mindful Eating During the Holidays w/ Jess Griffith, RD - Episode 19



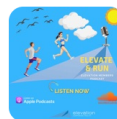
Elevate & Run Episode 6 - How To Build A Social Media Brand and Abs Of Steel with Winston Marshall!



Elevate & Run Episode 5 - How To Find Balance In Fitness, Fun & Family with Sarah Arnett!



Elevate Yourself Episode 17 with Erik Cardona, Screenwriter & Survivor Contestant!



Elevate & Run Episode 4 with Michelle Pottratz!

Elevation hosts 2 new podcasts monthly on various Fitness & Wellness topics. Interviewing top industry professionals and working closely with sponsors throughout the year.



Elevate Yourself



Strive to Thrive



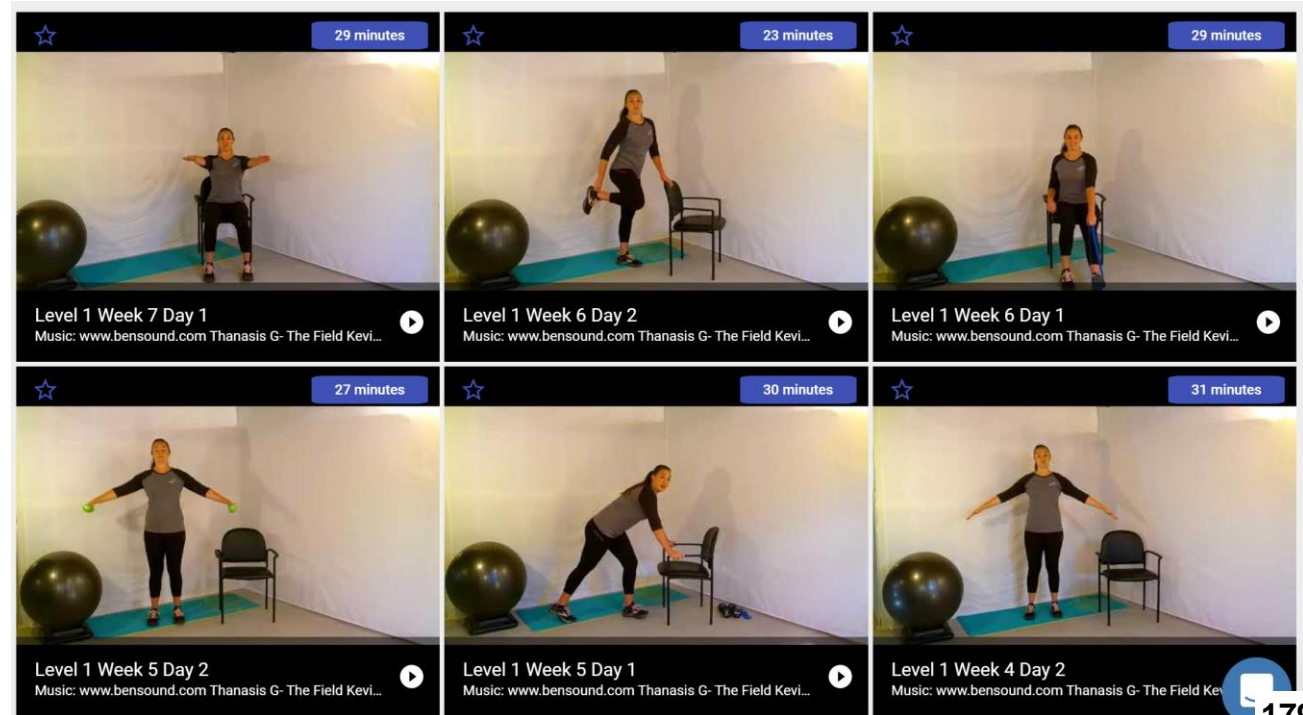
18 week program (2 classes weekly)

- Level 1: 8 weeks
- Level 2: 8 weeks
- Level 3: 2 weeks

Pre & Post assessments

- Virtual Assessment can be provided at the beginning of the program and after level 2 is completed

A program designed to increase strength, flexibility and balance, while assisting in overall fall reduction.



Virtual Wellness Programs

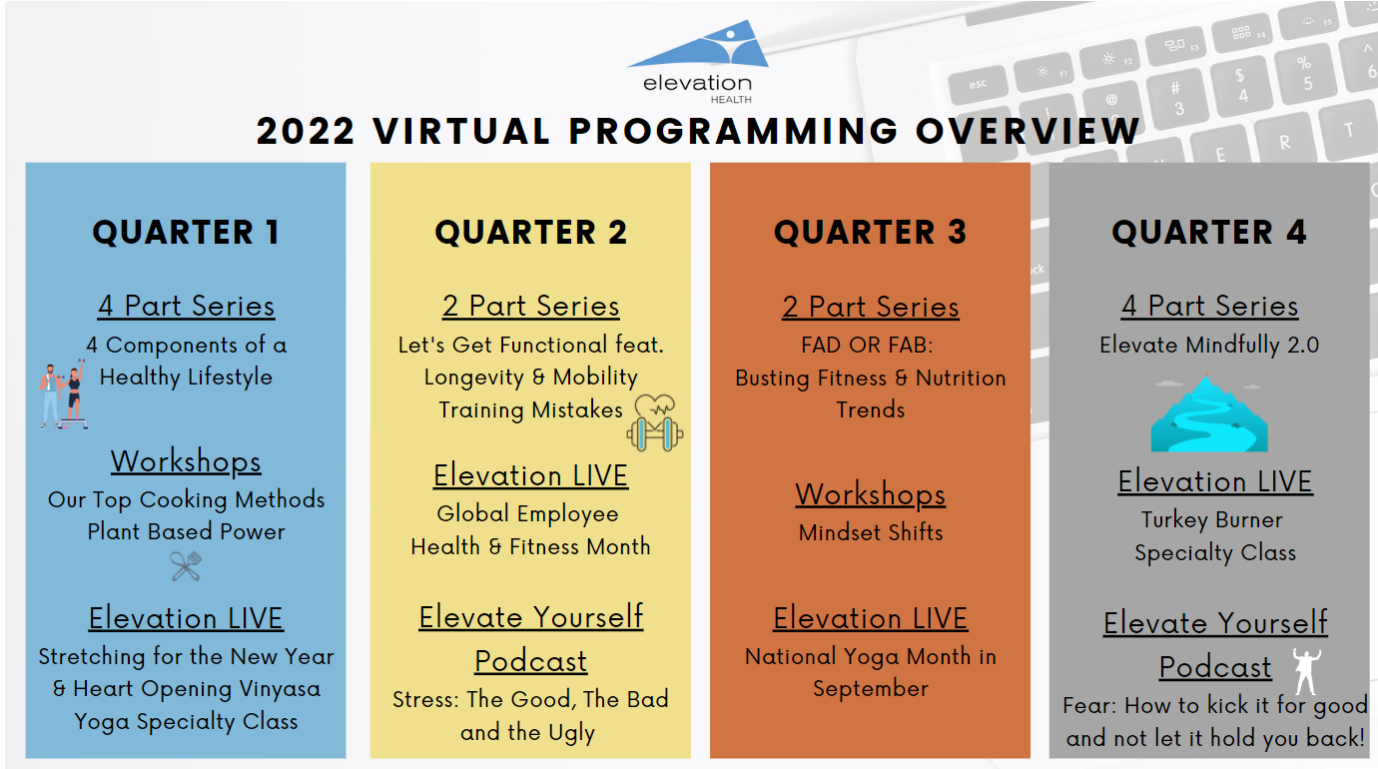
Elevation provides quarterly Health and Wellness series each year. Ranging from nutrition, mindfulness, physical fitness and so much more!



Sign Up
ON THE
ELEVATION LIVE
CALENDAR
TODAY!

GLOBAL EMPLOYEE HEALTH & FITNESS MONTH

A WHOLE MONTH FILLED WITH ACTIVITIES
FOR THOSE WHO WORK FROM HOME
OR IN THE OFFICE!



2022 VIRTUAL PROGRAMMING OVERVIEW

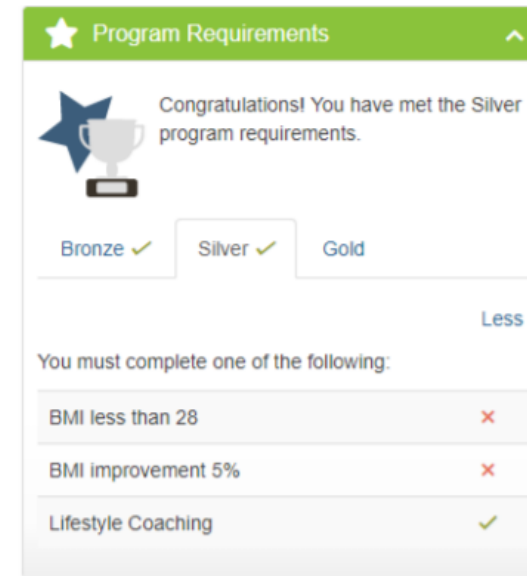
QUARTER 1	QUARTER 2	QUARTER 3	QUARTER 4
<p><u>4 Part Series</u> 4 Components of a Healthy Lifestyle</p> <p><u>Workshops</u> Our Top Cooking Methods Plant Based Power</p> <p><u>Elevation LIVE</u> Stretching for the New Year & Heart Opening Vinyasa Yoga Specialty Class</p>	<p><u>2 Part Series</u> Let's Get Functional feat. Longevity & Mobility Training Mistakes</p> <p><u>Elevation LIVE</u> Global Employee Health & Fitness Month</p> <p><u>Elevate Yourself Podcast</u> Stress: The Good, The Bad and the Ugly</p>	<p><u>2 Part Series</u> FAD OR FAB: Busting Fitness & Nutrition Trends</p> <p><u>Workshops</u> Mindset Shifts</p> <p><u>Elevation LIVE</u> National Yoga Month in September</p>	<p><u>4 Part Series</u> Elevate Mindfully 2.0</p> <p><u>Elevation LIVE</u> Turkey Burner Specialty Class</p> <p><u>Elevate Yourself Podcast</u> Fear: How to kick it for good and not let it hold you back!</p>

Incentive Management

- Information is personalized for each member and tracked on any device.
- Data is updated in real-time
- Configurable redemption catalog for gift card rewards
- Incentive Programs can include:
 - Qualifying activities
 - Targets/outcomes
 - Points
- Wellness incentive programs can be based on:
 - Tier Levels
 - Time Periods
 - Participation
- Online reports are available for administrators

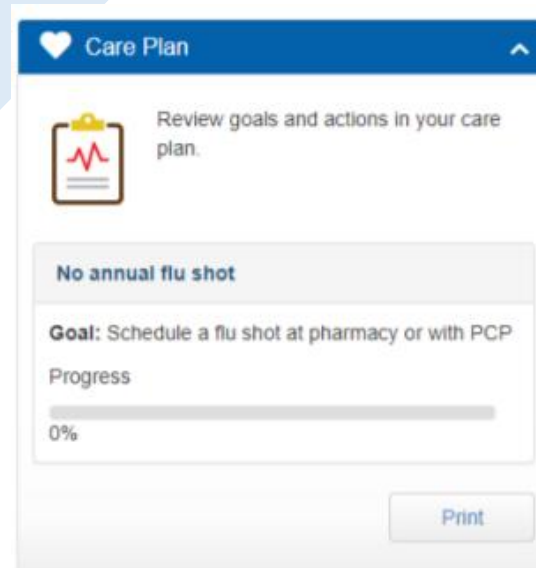
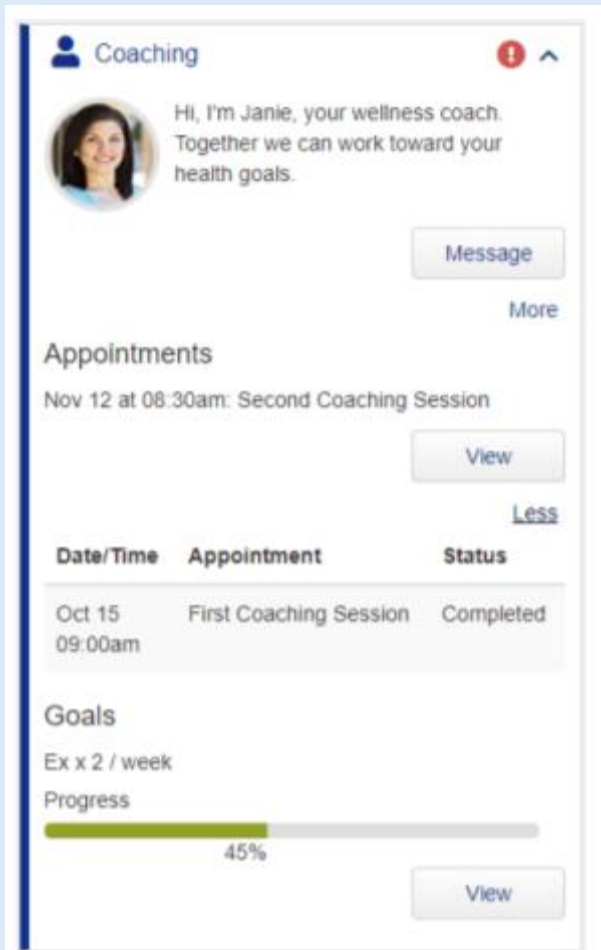


Wellness Improvement Targets



Where Incentives are awarded to participants who meet required target levels or do not meet required target levels but have shown significant improvement from a prior program.

Health Coach System *(Additional add on option)*



Stratifies participants into coaching programs based on screening results, health assessments and medical claims data.

Allows health coaches to:

- Manage their caseload
- Schedule and review appointments
- Access program data in real-time
- Access task checklists
- Document encounters
- Securely share actions and goals with participants
- Manage reasonable alternatives
- Self-service reporting options

Connects the member and coach directly from the Wellness Portal

Virtual Fee Based Services



The Mason Jar Project - Finding Mindfulness

Price: \$15.00



The Mason Jar Project - Nourish

Price: \$15.00



The Mason Jar Project - Get Moving!

Price: \$15.00



The Mason Jar Project - Making A Change

Price: \$15.00

Fee based services are available via our platform for employees who are interested in additional programming and support.

8 Week Workout Guides

All of our programs were designed by Certified Personal Trainers from Elevation Corporate Health. Upon purchase, you'll receive an email confirmation including your downloadable PDF workout for immediate use. Please note, this program is a self-paced, do-it-yourself program. There is no coach or trainer associated with this program. However, if you need any technical support, please contact support@contactelevation.com. Please remember to take these workouts at your own pace, use modifications, challenge yourself and have fun!



Stretch & Restore

Price: \$15.00

Level: Beginner / Intermediate

Duration: 30 minutes

Equipment: None or Yoga Strap/Resistance, Band/Towel

 ADD TO CART 



Resistance Band Blast

Price: \$15.00

Level: Beginner / Intermediate

Duration: 45 minutes

Equipment: 1 or more Resistance Bands (of varying tension), Sturdy Anchor/Pole (vertical & overhead)

 ADD TO CART 

VALLEY SANITARY DISTRICT



REQUEST FOR PROPOSALS FOR Employee Wellness Program

Release Date: September 20, 2022

Deadline for Submission: October 14, 2022

Contact Person: Ron Buchwald

**45-500 Van Buren Street
Indio, CA 92201
<https://www.valley-sanitary.org/>**

**VALLEY SANITARY DISTRICT
REQUEST FOR PROPOSALS
EMPLOYEE WELLNESS PROGRAM SERVICES**

INSTRUCTIONS TO PROPOSERS

I. BACKGROUND AND INTRODUCTION

The Valley Sanitary District (“VSD”) is in the Coachella Valley about 20 miles southwest of the Palm Springs airport. VSD is a wastewater district, founded in 1925, operating under the Sanitary District Act of 1923. VSD has over 28,000 service connections in a 19.5 square mile service area serving a population of about 75,000 in the communities of Indio, Coachella, La Quinta, and unincorporated Riverside County. VSD is governed by a five-member Board of Directors and led by a senior management team comprised of a General Manager, District Engineer, Chief Operating Officer, and Chief Administrative Officer.

VSD has prepared this Request for Proposals (“RFP”) and is requesting proposals from qualified and interested firms¹ (“Proposers”) to develop and implement a wellness program for VSD employees. The consulting and or wellness firm will possess expertise and experience in implementing agency-specific wellness programs that promote healthy behaviors (Exhibit A). (the “Project”). The goal of the wellness program will be to promote healthier behaviors and outcomes for all participants, focusing on the common chronic conditions that affect a significant portion of the employee population and drive health insurance costs. The consultant will recommend cost-effective strategies designed to identify, prevent, and manage chronic conditions. The consultant will identify challenges to program success and recommend viable solutions that support a culture of health and sustain positive outcomes. The consultant/firm will provide in person as well as web or app-based programs and services.

II. SCOPE OF SERVICES; PROFESSIONAL SERVICES AGREEMENT

The scope of services (“Services”) sought under this RFP are set forth in more detail in Exhibit “A”, attached hereto and incorporated herein by this reference.

Notwithstanding the inclusion of such Services in the RFP, the final scope of Services negotiated between VSD and the successful Proposer shall be set forth in the Professional Services Agreement (“Agreement”) executed by and between VSD and the successful Proposer. A copy of the Agreement is attached hereto as Exhibit “B” and incorporated herein by this reference. Please review the Professional Services Agreement and indicate that its standard provisions are acceptable.

III. VSD CONTACT

The principal contact for VSD will be Ron Buchwald, District Engineer, (760) 238-5400, rbuchwald@valley-sanitary.org, or a designated representative, who will coordinate the assistance to be provided by VSD to the Proposer. No other members of VSD’s staff or VSD’s Board should be contacted about this procurement during the RFP process. All inquiries and comments regarding this RFP must be communicated in writing, unless otherwise instructed by VSD. VSD may, in its sole discretion, disqualify any Proposer who engages in any prohibited

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

communications.

IV. REQUESTS FOR CLARIFICATION

All questions, requests for interpretations or clarifications, either administrative or technical must be requested in writing and directed to the VSD Contact, identified above. All written questions, if answered, will be answered in writing, conveyed to all interested firms, and posted on VSD's website. Oral statements by any persons should be considered unverified information unless confirmed in writing. To ensure a response, questions must be received in writing as stated in Section XI Proposal Schedule.

V. PROPOSAL REQUIREMENTS

Proposal responses must adhere to the requirements set forth in this section, both for content and sequence. Failure to adhere to these requirements or the inclusion of conditions, limitations or misrepresentations may be cause for rejection of the submittal. For hard copy submittals, use 8-1/2" X 11" sheets (foldouts are acceptable for charts, etc.) and font size large enough to be easily legible, but not smaller than 10-point.

The original proposal and each subsequent copy must be submitted on paper, properly bound, appropriately tabbed, and labeled in the following order:

A. Cover Letter. Provide a cover letter and introduction, including the name and address of the organization and individual submitting the proposal, together with the name, address, telephone and fax numbers, and e-mail address of the contact person who will be authorized to represent the organization, and an expression of the Proposer's ability and desire to meet the requirements of this RFP. The letter must be signed by an individual authorized to bind the firm contractually.

B. Proposer Statement Of Qualifications. Describe the Proposer's resources, experience, and capabilities as they relate to providing the Services. Submit in the order identified below:

1. Executive Summary. An executive summary should briefly describe the Proposer's qualifications and ability to perform the Services.

2. Qualifications and Experience. The proposal should:

- a. Provide a description of how the Proposer's experience, technical and professional skills will meet the goals and fulfill the general functions identified in this RFP.
- b. Any key staff members who would be involved in the performance of the scope of work. Provide their resumes, describe their experience, and identify their proposed role for the Project.
- c. State the number of years the firm has conducted business.
- d. Provide a description of the three most relevant contracts held within the last five years.

3. Evidence of California Licensing. The proposal should include appropriate documentation showing the Proposer is properly licensed in the State of California to perform the Services requested in the scope of work.

4. References. The Proposer shall provide a minimum of four (4) client references, preferably city, county, or special district governments for whom the Proposer has previously performed services of similar type and scope within the last 5 years.

5. Subcontractors. The Proposer shall identify functions that are likely to be subcontracted and identify the subcontractor that is anticipated to perform each function, if known at this time.

C. Proposed Method to Accomplish the Work. Describe the technical and management approach to providing the Services to VSD. Proposer should take into account the scope of the Project, goals of VSD, and general functions required. Include a draft schedule of tasks, milestones, and deliverables that will provide for timely provision of the Project. In reviewing the scope of work, the Proposer may identify additional necessary tasks and is invited to bring these to VSD's attention within the discussion of its proposed method to accomplish the Project.

D. Certification of Proposal. This section shall state: "The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to VSD in accordance with the Request for Proposal (RFP), and to be bound by the terms and conditions of the RFP."

E. Separate / Sealed Fee Proposal. Please provide a lump sum, not-to-exceed fee proposal for the Project. The fee proposal shall be broken down by task and further broken down by staff, subconsultant costs, and expenses for each task. The fee proposal shall include hourly rates for all personnel.

VI. PROPOSAL CONSIDERATIONS

A. No Deviations from the RFP. In submitting a proposal in response to this RFP, Proposer is certifying that it takes no exceptions to this RFP including, but not limited to, the Agreement attached hereto as Exhibit "B". If any exceptions are taken, such exceptions must be clearly noted in the proposal and may be reason for rejection of the proposal. As such, Proposer is directed to carefully review the proposed Agreement and, in particular, the insurance and indemnification provisions therein.

B. Collusion. By submitting a Proposal, each Proposer represents and warrants that its Proposal is genuine and not a sham or collusive or made in the interest of or on behalf of any person not named therein; that the Proposer has not directly or indirectly induced or solicited any other person to submit a sham Proposal, or any other person to refrain from submitting a Proposal; and that the Proposer has not, in any manner, sought collusion to secure any improper advantage over any other person submitting a Proposal.

C. Conflicts of Interest. Proposers shall comply with all regulations and laws dealing with conflict-of-interest disclosure and reporting. Proposers shall not be engaged if a conflict of interest exists.

D. Withdrawal of Proposals. A Proposer may withdraw its proposal before the expiration of the time for submission of proposals by notifying and requesting VSD's representative remove the Proposer's submission.

E. Financial Health and Reputation. VSD reserves the right to consider the financial responsibility and general complexity of each Proposer, as well as its reputation within the industry to determine if the Proposer has the apparent ability to meet and successfully complete the requirements of the work. Upon request, the Proposer shall provide a financial statement, audited if necessary, in addition to any other information requested by VSD.

F. Confidentiality of Proposal. Proposals submitted in response to this RFP shall be held confidential by VSD and shall not be subject to disclosure under the California Public Records Act (Cal. Government Code section 6250 et seq.) until after either VSD and the successful Proposer have completed negotiations and entered into an Agreement or VSD has rejected all proposals. All correspondence with VSD including responses to this RFP will become the exclusive property of VSD and will become public records under the California Public Records Act. VSD will have no liability to the Proposer or other party as a result of any public disclosure of any proposal or the Agreement. If a Proposer desires to exclude a portion of its proposal from disclosure under the California Public Records Act, the Proposer must mark it as such and state the specific provision in the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. For example, if a Proposer submits trade secret information, the Proposer must plainly mark the information as "Trade Secret" and refer to the appropriate section of the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. If a request is made for information marked "Confidential", "Trade Secret" or "Proprietary" ("Proprietary Information"), VSD will provide Proposers who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction. Proposer shall have five (5) working days after receipt of such notice to give VSD written notice of Proposer's objection to VSD's release of Proprietary Information. Proposer shall indemnify, defend and hold harmless VSD, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. Proposals that indiscriminately identify all or most of the proposal as exempt from disclosure without justification may be deemed unresponsive and disqualified from further participation in this RFP.

VII. EVALUATION CRITERIA

The proposal evaluation criteria include:

- Experience and history of performing similar services for a public agency (20 points)
- Qualified personnel and other resources to meet the scope of services (25 points)
- Proposal cost to perform the services (5 points)
- Completeness, thoroughness, clarity, and neatness of proposal (25 points)
- References (15 points)
- Proposed method to accomplish the Services (10 points)

During the evaluation process, VSD reserves the right, where it may serve VSD's best interest, to request additional information or clarifications from Proposers, or to allow corrections of errors or omissions. Proposers may be invited to make an oral presentation.

The contract, if awarded, shall be to the most qualified Proposer, which submits the proposal that, in the sole judgment of VSD, is in the best interest of VSD.

Upon selection of a Proposer, VSD will endeavor to negotiate a mutually agreeable agreement with the selected Proposer. If VSD is unable to reach agreement, VSD will proceed, at its sole discretion, to negotiate with the next Proposer selected by VSD. VSD reserves the right to contract for services in the manner that most benefits VSD including awarding more than one (1) contract if desired.

After negotiating a proposed Agreement that is fair and reasonable, VSD staff will make the final recommendation to VSD Board concerning the proposed Agreement. VSD Board has the final authority to approve or reject the Agreement.

VIII. SITE EXAMINATION

Proposers must examine the site and become acquainted with all conditions affecting the work. In submitting a Proposal, Proposers warrant that they have made such site examination as they deem necessary to determine the condition of the site, its accessibility to materials, workmen and equipment, and to determine the proposer's ability to protect existing surface and subsurface improvements. Proposers shall also familiarize themselves with all federal, state, and local laws, ordinances, rules, regulations, and codes affecting the performance of the work; make such investigations, as it may deem necessary for performance of the Services at its proposal price within the terms of the Agreement; and correlate its observations, investigations, and determinations with the requirements of the Agreement.

IX. SUBMITTAL INSTRUCTIONS

Hard copy or paper submittals: The proposal must be received no later than what is stated in Section XI Proposal Schedule, at the office of:

Valley Sanitary District
45-500 Van Buren St.
Indio, CA 92201

The envelope should clearly indicate "Proposal for Employee Wellness Program" and Proposer's name and address shall appear in the upper left-hand corner of the envelope. If more than one envelope is required, each envelope shall be legibly numbered below the name of the Proposer, e.g., Envelope 1 of 3, as required.

Electronic submittals: The proposal must be received no later than what is stated in Section XI Proposal Schedule. VSD will accept submittal of the proposals as a PDF attachment to an email. The email shall be sent to Ron Buchwald at rbuchwald@valley-sanitary.org prior to the deadline listed. The email with the date sent will be printed and filed for verification that the proposal was received on time. A return email will be sent to provide confirmation of receipt of the proposal in electronic form.

VSD will not be responsible for proposals that are delinquent, lost, incorrectly marked, sent to an address other than that given herein, or sent by mail or courier service and not signed for by VSD. Proposals received after this date will be returned to the Proposers unopened. Faxed proposals will not be accepted.

X. PROTESTS

A. Protest Contents. Protests based on the content of the RFP shall be submitted to VSD no later than ten (10) calendar days prior to the scheduled proposal submittal deadline. If necessary, the proposal submittal deadline may be extended pending a resolution of the protest. Proposer may protest a contract award if the Proposer believes that the award was inconsistent with VSD policy, or this RFP is not in compliance with law. A protest must be filed in writing with VSD (email is not acceptable) within five (5) business days after receipt of notification of the intended contract award. Any protest submitted after 5 p.m. of the fifth business day after notification of the intended contract award will be rejected by VSD as invalid and the Proposer’s failure to timely file a protest will waive the Proposer’s right to protest the contract award. The Proposer’s protest must include supporting documentation, legal authorities in support of the grounds for the protest and the name, address and telephone number of the person representing the Proposer for purposes of the protest. Any matters not set forth in the protest shall be deemed waived.

B. VSD Review. VSD will review and evaluate the basis of the protest provided the protest is filed in strict conformity with the foregoing. VSD shall provide the Proposer submitting the protest with a written statement concurring with or denying the protest. Action by VSD relative to the protest will be final and not subject to appeal or reconsideration. The procedure and time limits set forth in this section are mandatory and are the Proposer’s sole and exclusive remedy in the event of protest. Failure to comply with these procedures will constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings.

XI. PROPOSAL SCHEDULE

The tentative schedule is as follows:

ACTION	DATE
Release of Request for Proposal	September 20, 2022
Last Day to Submit Questions for Clarification received by VSD on or before 3:00 pm PST	October 3, 2022
Clarifications Issued by VSD on or before 3:00 pm PST	October 7, 2022
Deadline for Receipt of Proposals submitted on or before 3:00 pm PST	October 14, 2022
Proposal Evaluations Completed	November 1, 2022
Authorization to Award / Negotiate Contract	November 8, 2022

XII. ADDENDA

VSD reserves the right to revise the RFP prior to the time set to receive proposals. Revisions, if any, shall be made by written addenda. All addenda issued by VSD shall be included in the proposal and made part of the RFP. Each Proposer shall leave with VSD its name, address, phone and fax numbers, and e-mail address for the purpose of receiving Addenda. VSD will cause copies of addenda to be mailed, faxed, delivered, or e-mailed to such names at such addresses. Proposers are responsible for ensuring that they have received all addenda. Each Proposer should contact VSD to verify that it has received all addenda issued, if any, prior to the bid opening. Failure to acknowledge receipt of all addenda may result in bid rejection.

XIII. GENERAL CONDITIONS

A. Amendments to Proposals. Unless specifically requested by VSD, no amendment, addendum or modification will be accepted after a proposal has been submitted to VSD. If a change to a proposal that has been submitted is desired, the submitted proposal must be withdrawn and the replacement proposal submitted prior to the deadline stated herein for receiving proposals.

B. Non-Responsive Proposals. A proposal may be considered non-responsive if conditional, incomplete, or if it contains alterations of form, additions not called for, or other irregularities that may constitute a material change to the proposal.

C. Costs for Preparing. VSD will not compensate any Proposer for the cost of preparing any proposal, and all materials submitted with a proposal shall become the property of VSD. VSD will retain all proposals submitted and may use any idea in a proposal regardless of whether that proposal is selected.

D. Cancellation. VSD reserves the right to cancel this request for proposals at any time prior to contract award without obligation in any manner for proposal preparation, interview, fee negotiation or other associated marketing costs.

E. Price Validity. Prices provided by Proposers are valid for 90 days from the proposal due date. VSD intends to award the contract within this time but may request an extension from the Proposers to hold pricing, until negotiations are complete, and the contract is awarded.

F. No Commitment to Award. Issuance of request for proposals and receipt of proposals does not commit VSD to award a contract. VSD expressly reserves the right to postpone the proposal for its own convenience, to accept or reject any or all proposals received, to negotiate with more than one Proposer concurrently, or to cancel all or part of this request for proposals.

G. Right to Negotiate and/or Reject Proposals. VSD reserves the right to negotiate any price or provision, task order or service, accept any part or all of any proposals, waive any irregularities, and to reject any and all, or parts of any and all proposals, whenever, in the sole opinion of VSD, such action shall serve its best interests and those of the tax-paying public. The Agreement, if any is awarded, will go to the Proposer whose proposal best meets VSD's requirements.

END INSTRUCTIONS TO PROPOSERS

EXHIBIT "A"

PROPOSED SCOPE OF SERVICES

The awarded Contractor(s) shall develop and implement the following minimum components to produce a comprehensive health and wellness program for VSD Employees.

Biometric & Flu Shot Clinics: Manage scheduling and coordination of onsite biometric and flu shot clinics annually.

Create a comprehensive annual wellness program with the following components:

- PHYSICAL WELL-BEING – at least monthly workshops to emphasize the importance of physical activity, nutrition, and proper sleep to overall health.
- EMOTIONAL WELL-BEING – at least quarterly seminars focused on mental health strength/resilience and stress management.
- SOCIAL/OCCUPATIONAL WELL-BEING – at least quarterly events in coordination with organizational development to promote engagement and positive social health.

In addition to the minimum program components listed above, the awarded contractor will also provide wellness programming aimed at improving VSD's biometric report card in the areas of cholesterol, blood pressure, and body mass index. The contractor will be responsible for the implementation of an outcome-based wellness program over the life of the contract. In addition, the contractor will manage and maintain annual events including the Benefits and Wellness Fair, Men's and Women's Health Workshops. The contractor will also serve as a Wellness Advisory Committee member.

The term of this contract will be for one (1) year with two (2) option years.

EXHIBIT "B"

**VALLEY SANITARY DISTRICT
PROFESSIONAL SERVICES AGREEMENT**

Article I. This Agreement is made and entered into as of _____, 20____ by and between the Valley Sanitary District, a California Special District ("District"), and [***INSERT NAME***], a [***INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY***] with its principal place of business at [***INSERT ADDRESS***] (hereinafter referred to as "Consultant"). District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

District is a public agency of the State of California and is in need of professional services for the following project:

Employee Wellness Program

(hereinafter referred to as "the Project").

Consultant is duly licensed and has the necessary qualifications to provide such services.

The Parties desire by this Agreement to establish the terms for District to retain Consultant to provide the services described herein.

AGREEMENT

Article II. NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

Services. Consultant promises and agrees to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional consulting services necessary for the Project. Consultant shall provide the District with the services described in the scope of services attached hereto as Exhibit "A" and by this reference incorporated herein.

Compensation.

The District shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "A" attached hereto and by this reference incorporated herein. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of [***INSERT AMOUNT WRITTEN OUT***] (\$[***INSERT NUMBER***]). This amount is to cover all printing and related costs, and the District will not pay any additional fees for printing expenses.

Periodic payments shall be made within thirty (30) days of receipt of an undisputed invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis. The District may withhold a portion of an application for payment because of defective work not remedied or unsatisfactory prosecution of the work by the Consultant. The District will release any withheld funds upon Consultant

satisfactorily remedying the issue that resulted in the withholding. The District will not pay late fees to the Consultant on the compensation due Consultant under the terms of this Agreement.

Payment shall not constitute acceptance of any work completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the District for any reason whatsoever.

Additional Work. If changes in the work seem merited by Consultant or District, and informal consultations with the other Party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the District by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the District and executed by the Parties before performance of such services, or the District will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

Term of Agreement.

The term of this Agreement shall be from [***INSERT DATE***] to [***INSERT DATE***], unless earlier terminated as provided herein. [***INSERT THE FOLLOWING SENTENCE FOR MULTI-YEAR, AUTOMATIC RENEWAL NOT TO EXCEED THREE CONSECUTIVE YEARS; OTHERWISE, ALWAYS DELETE: The District shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than [INSERT NUMBER] additional one-year terms.***] Consultant shall complete the services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary, to complete the services.

Consultant shall complete the services within the term of this Agreement and in accordance with the schedule set forth in Exhibit "A" attached hereto and by this reference incorporated herein.

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the District to proceed.

Delays in Performance.

Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

Should such circumstances occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

Article III.

Article IV.

Consultant's Books and Records.

Consultant shall keep and shall preserve for four (4) years after final completion of the project, accurate and detailed records of all ledgers, books of account, invoices, vouchers, cancelled checks, and other documents or records evidencing or relating to the work, services and disbursements charged to the District under this Agreement (collectively, "Books and Records"). Any and all Books and Records must be maintained in accordance with generally accepted accounting principles and must be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant under this Agreement. During such four (4) year period, Consultant shall give the District and its agents, during normal business hours, access to such Books and Records. The District and its agents shall have the right to make copies of any of the said Books and Records.

Where the District has reason to believe that any of the Books and Records required to be maintained by this section may be lost or discarded due to dissolution or termination of Consultant's business, the District may, by written request, require that custody of such Books and Records be given to a person or entity mutually agreed upon and such Books and Records thereafter shall be maintained by such person or entity at Consultant's expense. Access to the Books and Records shall be granted to the District and its representatives.

Compliance with Law.

Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

If required, Consultant shall assist the District, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

Permits, Licenses, Fees and Other Charges. Consultant shall, in accordance with applicable laws and ordinances, obtain at its expense all permits and licenses necessary to accomplish the services. Failure to maintain a required license or permit may result in immediate termination of this Agreement.

Qualifications. Consultant represents and warrants to the District that it has the qualifications, experience, licenses, and facilities necessary to properly perform the services in a competent and professional manner.

Standard of Care. Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

Assignment and Subconsultant. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the District, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

Independent Contractor. Consultant is retained as an independent contractor and is not an employee of District. No employee or agent of Consultant shall become an employee of District. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from District as herein provided.

Insurance. Consultant shall not commence work for the District until it has provided evidence satisfactory to the District it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

Commercial General Liability

The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the District.

Coverage for Commercial General Liability insurance shall be at least as broad as the following:

Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

Commercial General Liability Insurance must include coverage for the following:

- Bodily Injury and Property Damage
- Personal Injury/Advertising Injury
- Premises/Operations Liability
- Products/Completed Operations Liability
- Aggregate Limits that Apply per Project
- Explosion, Collapse and Underground (UCX) exclusion deleted
- Contractual Liability with respect to this Agreement
- Property Damage
- Independent Consultants Coverage

Article V.

The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

The policy shall give District, its officers, employees, agents and District designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the District, and provided that such deductibles shall not apply to the District as an additional insured.

Automobile Liability

At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the District.

Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

The policy shall give District, its officers, employees, agents and District designated volunteers additional insured status.

Subject to written approval by the District, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the District as an additional insured, but not a self-insured retention.

Workers' Compensation/Employer's Liability

Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

Professional Liability (Errors and Omissions)

Article VI. At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the District and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

Minimum Policy Limits Required

The following insurance limits are required for the Agreement:

Coverage	Combined Single Limit
Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

Defense costs shall be payable in addition to the limits.

Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the District evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

Policy Provisions Required

Consultant shall provide the District at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the District at least ten (10) days prior to the effective date of cancellation or expiration.

The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the District or any named insureds shall not be called upon to contribute to any loss.

The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall

purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide waiver of subrogation in favor of the District, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District and, shall require similar written express waivers and insurance clauses from each of its subconsultants.

The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the District and shall not preclude the District from taking such other actions available to the District under other provisions of the Agreement or law.

Qualifying Insurers

All policies required shall be issued by acceptable insurance companies, as determined by the District, which satisfy the following minimum requirements:

Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

Additional Insurance Provisions

The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the District, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Consultant or District will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, District may cancel this Agreement.

The District may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

Neither the District nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the District that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the District as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, District may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Consultant or the District, its officials, officers, employees, agents or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

California Labor Code Requirements.

Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations Title 8, Section 16000, et seq. ("Prevailing Wage Laws), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws, if applicable. Consultant shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not

limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

If the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable.

The Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant’s performance of services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the District. Consultant shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

Verification of Employment Eligibility. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

Laws and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Riverside, State of California, and the Parties hereto consent to the exercise of personal jurisdiction over them by any such courts for purposes of any such action or proceeding.

Termination

The District may terminate the Agreement, in whole or in part, with or without cause, upon ten (10) days written notice to Consultant. Upon receipt of the termination notice, Consultant shall promptly discontinue services unless the notice directs to the contrary. In the event the District renders such written notice to Consultant, Consultant shall be entitled to compensation for all services properly rendered prior to the effective date of the notice and all further services set forth in the notice. The District shall be entitled to reimbursement for any compensation paid in excess of services rendered and shall be entitled to withhold compensation for defective work or other damages caused by Consultant’s services. Consultant acknowledges the District’s right to terminate this Agreement as provided in this section, and hereby waives any and all claims for damages that might arise from the District’s termination of this Agreement. Consultant shall deliver to the District and transfer title (if necessary) to all completed work, and work in progress including drafts, documents, plans, forms, maps, products, graphics, computer programs and reports. The District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services and, shall not be entitled to damages or compensation for termination of work.

Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to District only in the event of substantial failure by District to perform in accordance with the terms of this Agreement through no fault of Consultant.

Documents. All original papers, maps, models, designs, studies, surveys, reports, data, notes, computer files, documents, drawings and other work product (collectively "Work Product") produced by Consultant pursuant to this Agreement, except documents which are required to be filed with public agencies, shall be deemed solely the property of the District. Consultant will take such steps as are necessary to perfect or protect the ownership interest of the District in such Work Product. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to the District all such original Work Product in Consultant's possession or control.

Confidential Information. All information gained or Work Product produced by Consultant in the performance of this Agreement will be considered confidential, unless such information is in the public domain. Consultant shall not release or disclose any such information or Work Product to persons or entities other than the District without the prior written consent of the District, except as otherwise required by law. Consultant shall promptly notify the District should Consultant or its representatives be served summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, requests for admissions or other discovery request or court order from any third party regarding this Agreement and the services performed under this Agreement.

Organization. Consultant shall assign _____ as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the District.

Limitation of Agreement. This Agreement is limited to and includes only the work included in the Project described above.

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

DISTRICT:
Valley Sanitary District
45500 Van Buren Street
Indio, CA 92201
Attn: General Manager

CONSULTANT:
[***INSERT NAME, ADDRESS & CONTACT PERSON***]

and shall be effective upon receipt thereof.

Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the District and the Consultant.

Cooperation. Consultant shall cooperate in the performance of work with the District and all other agents.

Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

Entire Agreement. This Agreement, with its exhibits, represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which is not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

Severability. The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement.

Non-Waiver. None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

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

District's Right to Employ Other Consultants. District reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no official, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

Counterparts. This Agreement may be signed and delivered in any number of counterparts, each of which, when signed and delivered, shall be an original, but all of which shall together constitute one and the same Agreement.

Authority to Execute. Each Party represents and warrants to the other Party that all necessary action has been taken by such Party to authorize the undersigned to execute this Agreement and to bind it to the performance of its obligations hereunder.

Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE VALLEY SANITARY DISTRICT
AND [***INSERT NAME***]**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

VALLEY SANITARY DISTRICT

[*INSERT NAME OF CONSULTANT***]**

By: _____
Beverli A. Marshall
General Manager

By: _____

Its: _____

Printed Name: _____

Article VII.



Valley Sanitary District

Request for Proposals for
Employee Wellness Program

Response to Submitted Questions

October 5, 2022

Valley Sanitary District
45-500 Van Buren Street
Indio, California 92201
(760) 238-5400

SUBMITTED QUESTIONS AND VSD'S RESPONSE

All questions submitted by potential proposers have been compiled and responses to all received questions are as listed below. Duplicate questions have been removed for conciseness. The deadline for questions has passed. No further questions will be received.

1. What is the number of District employees eligible for the Wellness Program? **VSD has 36 employees and 5 Board members eligible for the wellness program.**
2. Who is the current or past vendor? **The current vendor is Healthy Futures, Inc.**
3. What is the current or past pricing? **The current pricing is \$1,500 per month.**
4. What deficiencies have been identified with current or past vendor and program? **VSD would like to increase employee participation and engagement. The program also needs to be updated/refreshed.**
5. How many covered employees, spouses, children do you anticipate for this contract? **VSD would like a minimum of 25% employee participation.**
6. How many biometrics screenings were performed last year? **VSD does not have a biometric program in place. No data is available.**
7. Are the workshops, events, and seminars online or onsite? If onsite, how many hours per month are you anticipating support? **Workshops are currently held once a month for 8 hours.**
8. Are spouses and children eligible for wellness programming or limited to only employees? Approximate number of each? **Employees and Board members only.**
9. Do participants (employees, spouses, and children) have to be covered on the medical plan to participate? **Program open to employees and Board members only.**
10. Who are VSD's current vendors for the following:
 - Medical insurance **Anthem Blue Cross, Blue Shield of California, Health Net of California, Kaiser Permanente, Sharp Health Plan, United Healthcare, Western Health**
 - Dental insurance **The Standard**
 - Vision insurance **VSP, administered by The Standard**
 - EAP **The Standard**
11. Is the District utilizing the in-force medical (or other) insurance carrier Wellness programs in its current Wellness program? **No.**
12. Is the District utilizing the in-force EAP provider for any of the emotional and/or social/occupational Wellbeing programing? If so, please describe. **Not at this time.**

13. The RFP mentions "VSD's biometric report card": [We don't have one in place; this is something we want the provider to develop.](#)
14. Is there an onsite District employee contact that the Consultant would work with on a day-to-day basis? [Miguel Serna, Human Resources Specialist](#)
15. Has the current Wellness program been reviewed for compliance with applicable laws (EEOC, GINA, HIPAA)? [No.](#)
16. How frequently does the Wellness Advisory committee meet? [Quarterly.](#)
17. Is the committee comprised of multiple levels within the organization and various departments? Please describe. [The Wellness Committee is a subset of the Safety Committee and has all departments participating.](#)
18. Do the meetings meet in-person or virtually? What is the expectation of the Consultant as far as physical presence versus remote attendance? [The meetings are in person. We would have no issue with the consultant meeting virtually.](#)
19. How many locations are there and is there an expectation to have onsite services at each location? [There is only one location and yes, onsite services are expected.](#)
20. Section V. Proposal Requirements: The RFP indicates the requirements for hard copy submittals but is somewhat unclear regarding electronic submittals. Should we assume a PDF attachment conforming to the paper/hard copy requirements will suffice? [Yes.](#)
21. Does Valley Sanitary District currently offer a Wellness Program? If so, could you share what is working great with your employees? [The program has been in place for many years. Employee participation has been trending downwards. We are looking to increase employee participation and updating the program. Employees that attend enjoy receiving health tips and knowledge.](#)
22. Can you share demographic information about your employees? [We have male and female employees with ages that range from young adults to some in their 70's.](#)
23. Is there an annual incentive for employees' participation in the program and if so, how much is the annual incentive? [No.](#)
24. Do you have an onsite fitness center for employees to access? [No.](#)
25. Does VSD have an estimated number of hours that you would like staffed to provide and support the annual wellness program? [Currently 96 hours \(one day a month for about 8 hours\). This is not set, and the provider may propose different options.](#)
26. Are there required hours for this individual to be onsite? [Yes, onsite at least quarterly.](#)

27. Will there be a workstation for this person to work from onsite? **Yes, a small breakroom by the laboratory building.**
28. Do you want all programming to be offered in person? **No.**
29. Are you open to technologies that would support the onsite offerings? **Yes.**
30. In addition to the components listed in Exhibit "A", is VSD open to additional suggestions that could add to a more robust Wellness experience/program? **Yes.**
31. How many locations will Biometric Screens and Flu shots take place at? **One.**
32. How many times will you require Biometric Screens to be offered throughout the year? **Two.**
33. How many employees are eligible for Biometric Screenings? **41.**
34. How many employees have participated in Biometric Screenings in the past? **There is no formal program at this time.**
35. Do we need to provide pricing for Biometric Screening services, or is the expectation for the vendor to only manage the screening event? **Yes, pricing needs to be included.**
36. What would VSD consider a successful Wellness Program? **30% active employee engagement and participation.**
37. Are there any restrictions on the number of attachments or supporting documents that we can submit with our digital response? If needed could multiple emails be sent for the submission? **VSD's preference would be to electronically submit the proposal in one PDF attachment to an email. Multiple attachments and/or emails risks losing them or not being able to follow through in the correct order, etc. The other option would be to submit the proposal in hard copy form and delivered to the administration office.**
38. What kind of Marketing avenues do you have in place to promote the Wellness Program? **None. VSD is open to suggestions.**
39. How long has the current vendor held their current contract, and explain what is working well and what improvements are needed with your current program? **Healthy Futures has been under contract for the last 3 years. However, they have been operating the Wellness program for over 14 years. VSD is looking to increase employee engagement. We would like to update and/or refresh the program.**
40. Can the VSD clarify the most prevalent chronic conditions among your members that are the top drivers of health insurance costs? What other health issues is VSD trying to solve? **Not trying to solve any health issues. Trying to increase awareness on preventative care and early screening for chronic conditions.**

41. Does the VSD have an established budget for the wellness program? If so, can you please provide? [The budget for this program is \\$29,500.](#)
42. Please confirm that proposals may be submitted via electronic mail (email) only in lieu of hard copy. [Yes, the proposal may be submitted electronically only. A hard copy is not required. However, that also applies for submitting a hard copy. You do not need to submit both ways.](#)
43. We understand that the contract term is one (1) year with two (2) option years; however, can the VSD please specify the contract effective date? What is the anticipated date for the start of services? [We anticipate negotiating the contract after the November 8th Board meeting. Depending on time to negotiate and holidays, the contract could be executed in December. The contract would then last a year from when it is executed. There may be a desire to begin the contract in January along with a new year. This would be discussed during negotiations.](#)
44. Are the Monthly Physical Well-Being Workshops, Quarterly Emotional Well-Being Seminars, and Quarterly Social/Occupational Well-Being Events anticipated to be performed onsite? If not, what is the percentage of workshops/seminars/events to be conducted onsite versus virtual? [VSD would like four to be performed onsite.](#)
45. Is VSD open to individual 1:1 counseling support in addition to group workshops, seminars, and events? [Yes. Needs to be included in proposal.](#)
46. Is the VSD open to providing monetary incentives or rewards to encourage engagement? If so, is there a budget in place for your population? [No.](#)
47. What are VSD's current biometric averages for your population today? What is and what is not working for VSD today? [VSD does not have a biometric program in place. No data is available.](#)



Valley Sanitary District

DATE: December 13, 2022
TO: Board of Directors
FROM: Beverli A. Marshall, General Manager
SUBJECT: Authorize a Limited Study with Lystek to Determine the Feasibility of an Onsite Biosolids Solution in an Amount Not to Exceed \$20,000

Suggested Action

Approve

Strategic Plan Compliance

GOAL 2: Increase Recycling, Reuse, and Sustainability

Fiscal Impact

The preliminary estimated cost of the project is \$2.8 million and is included in the Solution Proposal dated (Attachment A). The estimated cost of the study is \$20,000 and staff will present the Board with a request for a budget adjustment to pay for it, unless other funding can be identified.

Environmental Review

This is not a project as it relates to CEQA.

Background

Solids removed during the wastewater treatment process results in biosolids. There are generally four allowable methods for disposal of this byproduct: land application; incineration; landfilling; and surface disposal. Historically, the most widely used means for disposal of this byproduct is land application as soil conditioners or fertilizer for crops. As a soil conditioner or fertilizer, biosolids are sought after because of its nutritional benefits.

Currently, VSD hires a hauler to take the biosolids to Arizona where it is applied on crops identified as being able to accept it for this purpose. This option is becoming more difficult because of zero waste goals and more stringent regulatory requirements in California and Arizona.

At its meeting on August 2, the Operations Committee discussed the options for biosolids reuse and recommended that a Lystek representative make a presentation to the full Board. Lystek made a presentation to the Board at its meeting on September 13. The Board directed staff to continue the discussion.

Recommendation

Staff recommends that the Board of Directors authorize a limited study with Lystek to determine the feasibility of an onsite biosolids solution in an amount not to exceed \$20,000.

Attachments

[Lystek Solution Final.pdf](#)



Valley Sanitary District, California

Biosolids Management Solution

Lystek 
Nothing wasted.
Everything to gain.

Valley Sanitary District, California

Biosolids Management Solution

Prepared For:

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Submitted: July 27, 2022



July 27, 2022

Beverli Marshall
General Manager
Valley Sanitary District
45500 Van Buren Street
Indio, CA 92201

Subject: **Concept Proposal for Biosolids Management Solution**
 Beneficial Use Services for Dewatered Biosolids

LYSTEK INTERNATIONAL (Lystek) is pleased to submit the enclosed concept proposal in response to a request from Valley Sanitary District (VSD). This concept is to assist VSD management and staff in evaluating options for advanced treatment of biosolids and beneficial uses for biosolids-derived end products.

The California-based Lystek team has over 100 years of combined working knowledge of biosolids and residuals management as well as transportation logistics. The Lystek company was founded more than 20-years ago and has since grown into North America's leading provider of Thermal Hydrolysis Process solutions for the beneficial and sustainable management of biosolids and organics. We currently service over 55 biosolids/residual generators in our mutual effort to maximize resource recovery at each step of the operations. Our efforts to date have resulted in over 1.8-million tons of beneficial use end products being sold as a high-value agricultural soil amendment – benefiting farmers and ranchers. The award-winning Lystek system reduces costs, volumes and green-house gas emissions (GHG's) by converting municipal and industrial wastewater biosolids into a high-value, nutrient-rich biofertilizer (LysteGro®). Lystek has been providing high-quality services to the wastewater community in the San Francisco Bay Area since 2016 and has processed over 250,000 wet tons of biosolids since operations were initiated. Lystek's personnel have the expertise, experience, and ability to support the goals of VSD in evaluating viable options related to biosolids solutions.

The enclosed Lystek concept proposal includes the following:

- Technical Proposal which describes the type of technology that will be used to process, store and/or reuse the biosolids. General requirements include the management options, operating schedule, and capacity of the plant. Operating characteristics include the process methods, equipment, operating and contingency plans, and overview of permitting, environmental or regulatory restrictions.
- Team Organization and Qualifications describes the qualifications of Lystek and experience in performing similar work in size and scope.
- Financial Information including content indicating the financial strength of the Company

Lystek's goal since we began operations is to meet the challenges in moving forward to comprehensive biosolids solutions for the next generation. Our concept proposal is prepared with the belief that a cooperative partnership will result in the best possible solutions **technological – economical – performance** for Valley Sanitary District. This is based on the successful record that Lystek has built over the last 20+ years, including the 6+ years at the Fairfield, California facility. It is Lystek's desire to be a long-term partner with Valley Sanitary District as the management of biosolids becomes increasingly subject to regulations and restrictions on traditional practices.

In 2013, a Water Environment Federation (WEF) workshop report stated *"due to concerns with pathogens and odors, there is a distinct shift away from Class B land application and towards more advanced, Class A treatment options."* By requesting this concept proposal, the **Valley Sanitary District is taking a leadership and pro-active role in the safe management of biosolids by specifying a reuse in a beneficial way, producing a usable product, and/or usage of biosolids in an environmentally sound manner**, and ensuring that organic resources, such as biosolids, are utilized for sustainability and productive uses in local/regional markets.

Please feel free to contact me if there are any questions or follow-up requests.

Sincerely,

James E. Dunbar, P.E.
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Attached: Concept Proposal

TABLE OF CONTENTS

1	Introduction	1
2	About Lystek	2
3	Proposed Lystek Solution for the Valley Sanitary District	4
	3.1 Project Benefits	5
	3.2 Lystek THP®	5
	3.3 Integration of the Lystek Module.....	6
	3.4 Process Description	7
	3.5 LysteMize Enhanced Digestion	7
	3.6 Greenhouse Gas Impacts	9
	3.7 System Operations.....	9
	3.8 Product Storage.....	10
	3.9 Major Equipment List.....	10
4	Product Management	11
	4.1 LysteGro® Class A Biosolids.....	12
	4.2 Marketing and Sales.....	13
5	Quotation.....	14
	5.1 Lystek THP Technology and Equipment Supply	14
	5.2 LysteGro® Management Fee	15
6	Summary.....	15

LIST OF FIGURES

Figure 2-1	Map of Lystek’s California customers	4
Figure 3-1	Lystek Process Flow Schematic.....	6
Figure 3-2	Lystek LY10 Module installed with dewatered biosolids storage tank (left) and Lystek THP Reactor (right)	7
Figure 3-3	LysteMize Refeed Process Flow	8
Figure 3-4	LysteMize Storage Process Flow.....	8
Figure 3-5	Product Storage Location	10
Figure 4-1	Examples of LysteGro Hauling and Application Equipment.....	12

LIST OF TABLES

Table 3-1	Project Assumptions	5
Table 3-2	Estimated Processing System Operating Parameters	9
Table 3-3	Proposed Equipment List for each LY10 Module	11

LIST OF APPENDICES:

- Appendix A – Lystek Installations
- Appendix B – Case Studies
- Appendix C – Lystek THP Product and Service Offering
- Appendix D – Why Choose Lystek THP
- Appendix E – Conceptual Drawings
- Appendix F – EPIC Digestion/Co-Generation Demonstration Project
- Appendix G – Technical Specifications Sheet
- Appendix H – Advantages of LysteGro

1 INTRODUCTION

The Valley Sanitary District was founded in 1925 and is governed by the California Sanitary Act of 1923. The District is a California Special District governed by a locally elected Board of Directors and is located in central Riverside County to serve primarily the City of Indio and limited surrounding areas. The VSD is planning to evaluate alternative solutions for biosolids management for the wastewater treatment plant in Indio. Presently, biosolids being produced are stored onsite. The previous practice of transportation of dewatered biosolids to remote sites for land application has been stopped due to cancelation of service provider contracts.

We understand that VSD has implemented anaerobic digestion as a part of its biosolids management process and plans to add an additional digester in the near future. This will allow for energy recovery (in the form of biogas production) and reduced overall solids management quantities. Biogas produced from the digester on site is currently being flared. An evaluation of post-anaerobic digestion solutions could allow for energy recovery (with digestion enhancement) and production of Class A quality biosolids-derived end products. This would ensure biosolids are managed in a sustainable way that has the capacity to meet the area's growing population. To meet this objective, we propose the implementation of a **Lystek THP® process** to treat VSD's biosolids and produce a concentrated liquid fertilizer, **LysteGro®**, while at the same time providing opportunities for green energy production with **LysteMize®**.

The Lystek team offers an unparalleled depth and breadth of experience in designing, constructing, and operating advanced biosolids resource recovery solutions. Our multi-disciplinary engineering team has a proven track record of delivering award-winning resource recovery facilities. We are pleased to provide this opportunity for VSD to build a reputation as an innovative regional leader in sustainability with a forward-thinking biosolids program. Our technology is proven, scalable and simple to operate and maintain while providing long-term solutions for biosolids management. Lystek is a Canadian owned company with its United States operations headquartered in California. We have more than 20 years of experience as the leaders in biosolids and organics management in North America.

One System. Multiple Benefits.

- ✓ Production of a **saleable fertilizer** – LysteGro providing a local resource to the agricultural community
- ✓ Comprehensive **fertilizer management services** with revenue sharing
- ✓ Operational advantages associated with a **liquid product**
- ✓ **Production of additional biogas** with LysteMize digestion for use on-site and potential off-site sale of green energy

We are excited to offer our proven Thermal Chemical Hydrolysis Process: Lystek THP. This technology leverages an innovative and proprietary combination of thermal, chemical, and physical processes to transform biosolids into a concentrated liquid fertilizer, LysteGro, at low life cycle costs compared to alternatives. Lystek THP has a small footprint and is modular and



scalable allowing for future growth. Lystek technology offers significant financial and environmental benefits including reduced greenhouse gas emissions and operational complexity. The technology is flexible and can accept a variety of feedstock materials including undigested and digested biosolids at a range of solids concentrations. We are flexible in our implementation approach and have experience with a variety of options including: DBOO (design, build, own, operate), DBT (design, build, transfer), and TES (Technology and Equipment supply) deployments of our solution.

VSD is an excellent geographic location for LysteGro fertilizer production and distribution. The LysteGro product is registered with the California Department of Food and Agriculture as a bulk fertilizer which is an acknowledgement of its commercial value as a high-nutrient fertilizer. We have significant demand for LysteGro from our customers in northern California and believe that this interest exists in close proximity to Indio. We sell more than 100,000 tons (25,000,000 gallons) of LysteGro annually in northern California, with demand continuing to outpace supply. With recent commercial fertilizer supply issues and price increases, VSD can play a significant role in assisting with the security of agricultural production in the region. In addition to this, implementing Lystek technology will contribute positively to GHG reduction while producing a valuable product for local farmers and allow for the potential to generate revenues and off-set operating expenses for VSD rate-payers.

Our approach and technology represent a proactive leading-edge solution that meets or exceeds current regulations. As part of our approach to partnering with agencies, we are pleased to offer our comprehensive LysteGro management service including product marketing and best practice use to provide VSD with program compliance, stability, and peace of mind. As VSD approaches its 100-year anniversary of existence, this would serve as an excellent opportunity to showcase its vision for a safe and secure future.

The details of this solution, including equipment specifications, operating parameters, and conceptual layout, are described below.

2 ABOUT LYTEK

Lystek is North America's leading provider of Class A thermal hydrolysis solutions for biosolids and organics management. We continue to grow at an ever-increasing rate, despite challenges the biosolids and organics management sector is facing. We remain independent and focused on providing technical and operational excellence to our partners and clients. If we need expertise outside of our core businesses, we team with experienced companies that provide synergies, not distractions, to meet our project goals and objectives. Lystek has successfully and sustainably scaled our operations across new geographical markets by growing our substantial in-house capabilities and developing strong industry relationships. We collaborate effectively with project teams to put the most effective offering forward to our customers. Lystek

- ✓ **Over 55 generators serviced**
 - ✓ **17 Lystek THP Modules operating world-wide**
 - ✓ **4 NEW facilities in design / construction**
- Over 1.8 Million tons of LysteGro biosolids produced and sold**



maintains long standing relationships with senior leaders in the engineering and consulting sectors to keep our operations at the forefront of technology advancement. We work in partnership with municipalities, wastewater treatment plants, and private sector clients to recover valuable nutrients from biosolids and other organic feedstocks.

Development of the patented [Lystek THP®](#) process began in 1998, spearheaded by industrial microbiologists at the University of Waterloo. Leveraging this strong foundation, and a consistent commercial growth trajectory, our organization now provides resource recovery solutions to more than 55 utilities world-wide, with more being added each year.

We service a range of small, medium, and large generators with both on and off-site solutions.

Our Canadian operations commenced in 2000 and deployment of Lystek technology currently services utilities such as Toronto, Guelph, Hamilton, and many others. Our Canadian flagship site, the Southgate Organic Materials Recovery Center (OMRC), is a large regional organics processing centre with an annual operating capacity of 165,000 wet tons. It has serviced over 30 Ontario generators since opening in 2013. Our flagship facility in the U.S., the Lystek Fairfield OMRC, is co-located at the Fairfield-Suisun Sewer District (FSSD) in California. Commissioned in 2016, this regional facility has the capacity to process 150,000 wet tons of biosolids and organic residuals annually. This facility receives digested and undigested third-party residuals from customers including the FSSD as well as outlying communities such as San Francisco, Santa Rosa, Petaluma, and Palo Alto. From 2016 when the facility opened until 2021, the facility has received and processed over 250,000 wet tons of biosolids, commercial organic sludges, and food/beverage organic liquids. This facility produces a Class A biosolids fertilizer that is beneficially applied to local land in an environmentally sound manner. A portion of the processed product is also designed to be recirculated through the FSSD's anaerobic digesters for volatile solids reduction and to optimize biogas production for energy recovery.

Our in-plant installations, such as in St. Cloud, MN, and Centre Wellington, ON, are fully integrated with the existing WWTP solids processing. These installations offer on-site, easy to-operate solutions that are economical and offer long-term program security. Our locations serviced in California can be seen below in [Figure 2-1](#).

See [Appendix A](#) for a summary of our installations and [Appendix B](#) for project case studies.





Figure 2-1 Map of Lystek's California customers

We are committed to long-term partnerships with our customers and leverage our expertise to offer comprehensive technology, design-build, product management, and communications and engagement support.

Lystek's management team offers proven national and international experience in the wastewater, organics, agriculture, and waste management industries to implement our technology and aid in developing long-term solutions.

In addition to wastewater generated biosolids, Lystek can receive waste/sludges from the food and beverage commercial sector. This type of material can be used in Lystek technology to capture the same benefits of organic nutrients in the final LysteGro product. Two feedstocks worth highlighting are waste sludges from the Budweiser Brewery (in Fairfield) and expired liquid concentrate from Blue Pacific Flavours (also in Fairfield). The Budweiser dewatered sludge is received daily (approximately 1,000 wet tons annually) and the Blue Pacific Flavours liquids are received in bulk on an as requested basis.

Lystek believes in the concept of maintaining locally developed resource recovery for local uses. We believe it is important to deliver resources to local users and offset the need for remote industrialization of chemical or hydro-carbon based fertilizers.

3 PROPOSED LYTEK SOLUTION FOR THE VALLEY SANITARY DISTRICT

We understand that the Valley Sanitary District is experiencing challenges related to year-round space for drying and service providers for the transportation of biosolids. In light of this, we propose the implementation of Lystek technology. In doing so, the Valley Sanitary



District can transition to a proven, sustainable, and long-term solution for biosolids management while creating a Class A biosolids fertilizer.

This proposed solution has been developed using the assumptions noted in [Table 3-1](#).

Table 3-1 Project Assumptions









Predicted biosolids generation rate:	1,135 dry tons/year
Operating hours per year:	2,080 (8 hours/day, 5 days/week)
LysteGro Class A fertilizer per year:	7,567 wet tons (assumed 15% solids)

*We propose one **LY10 THP Module** to meet the projected needs of the Valley Sanitary District.*

Note: the module has been sized to have a duty load of no more than 80% capacity.

3.1 PROJECT BENEFITS

Lystek THP will achieve multiple benefits for the Valley Sanitary District including:

-  Improvement of operational efficiencies.
-  Modular and flexible system allowing for expansion in processing capacity to accommodate future flows.
-  Production of Class A biosolids fertilizer LysteGro.
-  Comprehensive fertilizer management services with revenue sharing opportunities for the VSD.
-  Cost effective, sustainable fertilizer source for the agricultural community.
-  Operational advantages associated with a liquid product.
-  Fully automated and easy to operate system.
-  The ability to produce additional biogas for beneficial reuse on site.

3.2 LYSTEK THP®

Lystek THP is a unique, thermal-chemical hydrolysis process employing high-speed shearing, alkali, and low-pressure steam injection. The technology can process organic feedstocks to produce a multi-purpose, hydrolyzed product.

This process provides operational flexibility. Lystek THP has multiple product uses, including **LysteGro®** Class A biosolids fertilizer, **LysteMize®** digester enhancement process, and **LysteCarb®** alternative carbon source. The benefits associated with implementing this system and our comprehensive service offering are outlined in [Appendix C](#).

For a comparison of the differences and similarities between Lystek THP and alternative Class A biosolids processing and management options see [Appendix D](#).



3.3 INTEGRATION OF THE LYTEK MODULE

We propose the Lystek THP Module is incorporated at the end of the solids treatment train at the Valley Sanitary District in Indio, California.

Additional dewatering equipment to ensure biosolids enter the reactor at greater than 15% solids may be required. This will ensure the system is cost effective and allow the plant to realize the benefits of reduced residual volumes. The process flow schematic is outlined below in Figure 3-1. The dewatering equipment can be placed directly above the biosolids storage hopper, which reduces material handling capital and operating costs. This represents a significant avoided cost in conveyors, piping, and truck loading facilities. Dewatering equipment can be sourced and installed directly by the Valley Sanitary District or Lystek is experienced and can incorporate dewatering into the final design if requested.

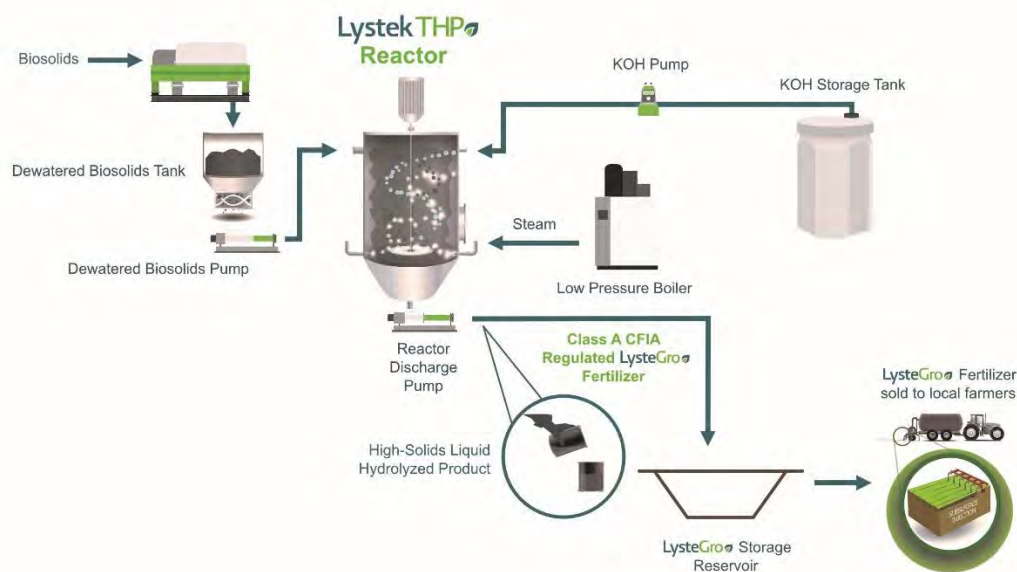


Figure 3-1 Lystek Process Flow Schematic

A conceptual facility layout has been included (Appendix E) to demonstrate the compact and modular nature of the Lystek THP system.

Note that this layout is a conceptual starting point and can be adapted to alternate geometries in order to suit the available real estate. We have experience integrating our system with both new builds and retrofitting existing infrastructure to accommodate the overall footprint.

The overall footprint is approximately 1,600 square feet for one LY10 Module.

In addition to the system as described above, an odor treatment system may need to be implemented due to the proximity of the plant to both residential and commercial areas. We are capable and willing to discuss options, expected costs, and our experience with odor control should it be determined that it should be implemented at this site.



3.4 PROCESS DESCRIPTION

Dewatered biosolids, ideally in the range of 16-18% TS, are fed into the dewatered biosolids storage tank and then pumped using progressive cavity feed pumps into the Lystek Reactor (see [Figure 2](#) for example installation).

Lystek THP technology requires feedstock at lower solids content compared to existing operations and other Class A treatment technologies, which will result in polymer cost savings. We have proven this approach in past projects with vendors such as Andritz, GEA, Alfa-Laval, and BDP as key project partners.

Within the Reactor, the combination low-pressure steam, potassium hydroxide (an agronomically valuable chemical), and physical shearing transform the material into a homogenized and pumpable high-solids content, liquid product.

The Reactor operates at atmospheric pressure and is insulated to reduce heat loss during processing and stand-by times. The Reactor operates in a semi-continuous mode, meaning that the Reactors are regularly filled to their working capacity while steam, alkali, and shear are applied. Following the confirmation of temperature and hold criteria to meet USEPA Class A biosolids requirements, the finished product, LysteGro, is discharged to storage on a continuous operating cycle to maximize the throughput of the system. The product is stored between application seasons. The newly processed material has a solids content in the range of 13-16% but has the physical properties of a low-solids liquid product that can be handled using conventional liquid pipes, pumps, and application equipment.

The characteristics and benefits of LysteGro biosolids fertilizer are outlined in detail in [Section 5](#) below along with an overview of our Product Management Services offering.

3.5 LYSTEMIZE ENHANCED DIGESTION

Should Valley Sanitary District wish to produce additional biogas on site, there is opportunity to do so with a LysteMize program using the hydrolyzed material produced from the same Lystek THP Module. This will have an added benefit of increasing volatile solids destruction and further reducing the residual volumes requiring management offsite.

The implementation of Lystek THP can increase the processing capacity of existing digesters by several mechanisms:

- 1) Particle size reduction, feedstock homogenization, and viscosity reduction due to treatment by Lystek THP can improve mixing dynamics in anaerobic digesters, which can improve digester kinetics.



Figure 3-2 Lystek LY10 Module installed with dewatered biosolids storage tank (left) and Lystek THP Reactor (right)



- 2) Lystek THP solubilizes carbon that would go otherwise undigested in anaerobic digesters creating additional biogas and eliminating solids.
- 3) Owing to product homogeneity, highly solubilized carbon, and enhanced activity, the hydrolyzed substrate will generate renewable biogas faster than unhydrolyzed material.

LysteMize can be implemented in either a refeed configuration or a storage configuration. In a refeed configuration as seen in [Figure 3-3](#) below, a portion of the hydrolyzed product is returned to the digester for additional degradation. In the storage configuration as seen in [Figure 3-4](#) below, the fertilizer storage tank roof is modified to create a fully anaerobic environment, which enables anaerobic digestion. Due to the nature of the hydrolyzed material from Lystek THP, there is no heating or mixing requirement to generate biogas in this configuration.

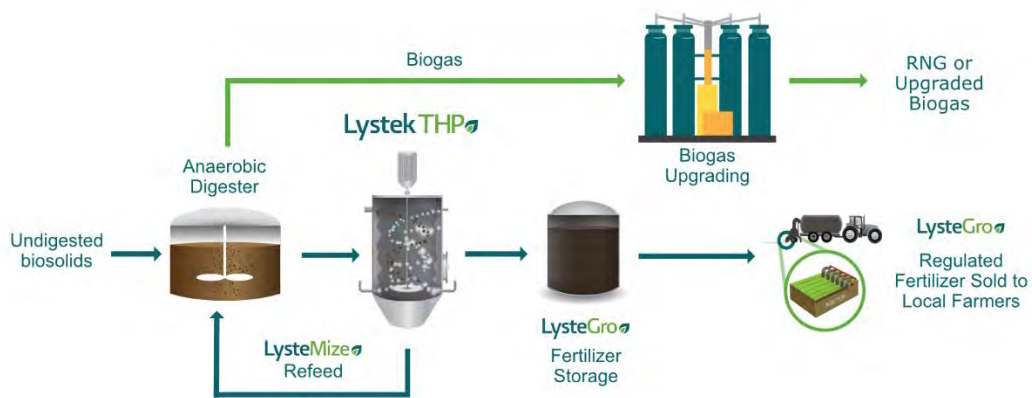


Figure 3-3 LysteMize Refeed Process Flow

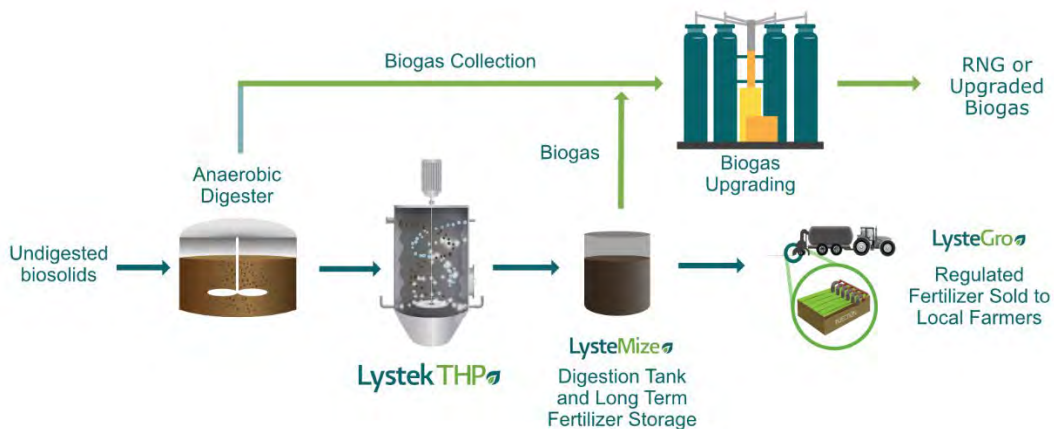


Figure 3-4 LysteMize Storage Process Flow

Information outlining an example of refeeding Lystek processed material into anaerobic digesters in Goleta, California can be found in [Appendix F](#).



3.6 GREENHOUSE GAS IMPACTS

Beneficial use of biosolids consistently allows for a smaller carbon footprint than other disposal oriented biosolids management practices. Land applying biosolids sequesters carbon in the soil and provides further GHG offsets with the replacement of synthetic nitrogen and phosphorous fertilizers. Considerations when comparing various land application programs include factors such as the finished product concentration, distance travelled to field, energy input associated with processing, chemical inputs, and application methods.

Lystek THP goes beyond the benefits of conventional land application, providing advanced treatment to transform biosolids and residuals into a high-quality concentrated liquid Class A US EPA-registered fertilizer in a very energy efficient manner. The process optimizes the energy inputs required for treatment and transportation of residuals by operating at a higher solids concentration, while maintaining the liquid properties of the material: essential for efficient processing, conveyance, transportation, and land application.

The only chemical addition in the treatment process, KOH, provides a beneficial addition of potassium to the fertilizer, and therefore offsets the use of mined potassium by the farmers.

Further GHG reductions could be realized by integrating the LysteMize process at the Valley Sanitary District to enhance biogas production.

While the exact mass of CO₂-equivalent GHGs avoided depends entirely on site specific processing and management conditions, we have always found our LysteGro operating scenarios to present net negative GHG emissions.

The major benefits of Lystek THP are centred on the liquid advantage, providing advanced treatment with an energy efficient process. Liquid processing is simple from an operational perspective, saves on processing costs, provides significant health and safety advantages, and benefits the overall fertilizer value (retaining the soluble nutrients), optimizing efficiencies, and GHG reduction.

3.7 SYSTEM OPERATIONS

Due to the highly automated and easy to operate nature of the system, minimal staff intervention is required. Under typical conditions operators need only monitor the system in the event of an alarm notification. This approach has been proven and confirmed throughout our existing in-plant deployments.

The processing parameters associated with this system are noted in [Table 3-2](#).

Table 3-2 Estimated Processing System Operating Parameters

Electrical consumption for processing	Average 60 kW-h per dry ton
Heat requirements for processing	Average 1,100,000 BTU per dry ton ¹
50 w/w% caustic potash solution	Average 170 lb per dry ton ²
Operating temperature set point	167°F / 75°C
Solids content – LysteGro product	13 - 16%
Viscosity – LysteGro product	6,000 – 10,000 cP



¹Dependent upon biosolids feed temperature into the Lystek Reactor

²Estimated based on average dosing rates for digested feedstock

Further information detailing the operating inputs of the Lystek THP solution can be found on the attached Technical Specifications Sheet, provided as [Appendix G](#).

3.8 PRODUCT STORAGE

Once the biosolids have been processed and transformed into LysteGro, they are pumped into enclosed storage. The material is stored in a contained environment to maintain product quality for our agricultural customers.

We have experience with above or below ground tanks, steel or concrete, retrofitting existing liquid storage tanks, as well as lined and covered reservoirs. Based on a previous site visit, we recommend an above-ground storage tank be placed in the area that is currently the concrete-lined basin used for drying solids on the East side of the facility as shown in the yellow circle in [Figure 3-5](#) below.



Figure 3-5 Product Storage Location

The concentrated and homogenous nature of the Class A biosolids fertilizer will provide the Valley Sanitary District with the operational security and flexibility they desire. Further, the homogenous nature of LysteGro eliminates the need for any decanting, mixing, aeration, or cleanout activities in the storage tanks and the capital and operational costs associated with this.

Given the land application seasonality typical for the region, we recommend the installation of a minimum of three months storage on site. While the exact tank dimensions will depend on design requirements, the outline represents what a 40 foot diameter tank would look like on site.

3.9 MAJOR EQUIPMENT LIST

We recommend one LY10 Lystek THP Module to meet the Valley Sanitary District in Indio's projected biosolids processing needs with operations completed in a 40-hour week. Redundancy will be achieved with extended operating hours.



Each Module includes the Lystek THP Reactor as well as the associated pumps, tanks, and supporting auxiliary systems. Listed below in Table 3-3 is the major elements associated with the proposed system.

Table 3-3 Proposed Equipment List for each LY10 Module

Element	Quantity	Function
Dewatered Biosolids Tank	1	Receives and stages dewatered biosolids from dewatering equipment
Dewatered Biosolids Pump	1	Progressive cavity pump feeds the Reactor
Lystek THP Reactor and Disperser	1	Transforms biosolids into CFIA regulated LysteGro biosolids fertilizer
Reactor Discharge Pump	1	Positive displacement pump transports LysteGro fertilizer from the Reactor to the LysteGro Storage
KOH Storage Tank	1	Double walled storage tank to store KOH solution
KOH Pump	1	Doses KOH solution to Reactor
Boiler	1	Low pressure boiler (<15 PSI) provide steam heat to the Reactor

As mentioned above, if additional dewatering or odor treatment equipment are determined to be required, the equipment list will be updated to reflect such changes.

4 PRODUCT MANAGEMENT

Part of our overall strategic approach is to provide a turnkey product and service offering to our customers. This includes management of the LysteGro product and all associated costs. Our team effectively manages large and small-scale LysteGro sales and application programs across North America.

Our team has the experience and expertise needed to develop and manage an effective and professional fertilizer marketing and application program for the region surrounding the Valley Sanitary District in the Indio, California area.

This section will provide an outline of the benefits of producing Class A biosolids and the approach we will use to manage the LysteGro marketing, sales, and distribution.

The Lystek THP system transforms biosolids and residuals into a Class A biosolids product that is pathogen free and in high demand.



4.1 LYSTEGRO® CLASS A BIOSOLIDS

The Lystek THP system transforms biosolids and residuals into a pathogen free, Class A biosolids product that is in high demand by the end customer. *LysteGro meets all criteria for Class A biosolids as classified by the US EPA.* This system and our product management methods have been designed and proven to maximize the value of the LysteGro for both the agricultural customer and utility.



Figure 4-1 Examples of LysteGro Hauling and Application Equipment.

LysteGro is a valuable fertilizer with proven performance as a commercial fertilizer replacement with predictable nitrogen, phosphorus, and potassium (NPK) values. LysteGro is pathogen-free, concentrated and remains fully pumpable with conventional liquid handling and application equipment. In addition to the macronutrient value, LysteGro is beneficial to farmers for several reasons, specifically:

Cost Savings: We market LysteGro to farmers at an affordable price based on the macronutrient content of the material. Notably, LysteGro biosolids fertilizer contains added Potassium (K), a key nutrient that is present in only very low quantities in other biosolids, providing significant value to the farmer. Benefits of LysteGro application are realized over multiple years due to the slow-release nature of the nutrients in the product and improvements in soil health.

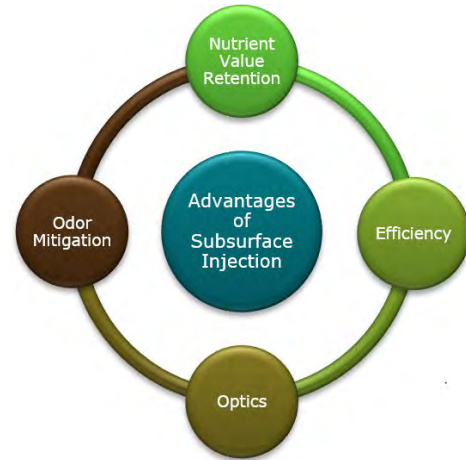
Micronutrients: Micronutrients important for crop growth, including calcium, sulfur, zinc, copper, and several others inherent in biosolids, provide the farmer with an affordable option for these nutrients that are expensive to purchase in the commercial fertilizer form. The value of micronutrients in LysteGro is not factored into the fertilizer pricing to the farmer, so this is an added benefit.

Organic matter: The addition of organic matter to soils will help to improve overall soil health, including improved water holding capacity, soil structure and tilth, increased microbial activity as well as increased resilience to severe weather conditions.

Lystek technology proudly makes use of 100% of the biosolids as feedstock to produce this award-winning fertilizer: there are no liquid or solid sidestreams from the Lystek processing technology. Lystek obtained registration of its end product as bulk fertilizer from the California Department of Food and Agriculture in 2016. Since opening the OMRC facility, Lystek has received approval from Solano, Yolo and Colusa Counties for year-round unrestricted LysteGro to be beneficially used without constraints imposed on traditional biosolids-based materials.



LysteGro is subsurface injected to increase soil contact, ensure maximum nutrient use efficiency, and mitigate odors and run-off potential. The in-field aesthetics and cleanliness of the injection operation that we employ is superior to alternative surface application methods. The liquid nature of LysteGro allows for loading and off-loading efficiencies as well as odor mitigation at the plant and throughout transportation.



The advantages of producing a high-solids liquid product and our approach to product management are described further in [Appendix H](#).

We will work with local and regional farmers, ranchers, and contractors to ensure LysteGro is hauled and applied based on our internal best management practices.

These requirements meet state and federal regulations for Class A biosolids and incorporate best management practices that are standard for the agricultural industry.

Since our first commercial scale plant was built in 2008, more than 1.8 million tons of LysteGro fertilizer has been produced. During that time, **Lystek has never landfilled any sludge, biosolids, or other organic residuals that were intended for processing at one of our commissioned facilities.** As a result, **we have sold and land applied every single ton of fertilizer we manage**, a record we are exceptionally proud of.

It is also well known that global supplies of phosphorus, a key ingredient in the manufacture of chemical fertilizers, are being rapidly depleted. There is therefore a role for Valley Sanitary District to play in helping to ensure that organic resources, such as biosolids, are beneficially utilized for agricultural sustainability.

4.2 MARKETING AND SALES

We have developed a proven and successful marketing program for LysteGro in North America. We are capable and willing to assume full responsibility for the fertilizer distribution program at the Valley Sanitary District in Indio and are currently performing this service for most of our customers.

The combination of our cost-effective technology and our ability to provide back-end product management offers a turnkey service to our customers. This full-service approach sets us apart from alternative technology providers.

We have invested significant resources into developing a professional product management team and the resources required to facilitate this. We employ agricultural professionals (Certified Crop Advisors, Professional Agrologists, etc.) who have an educational background



in environmental science and as a result, we understand and focus on both the needs of our agricultural customers and the importance of environmental stewardship.

*We have sold over
1,800,000 tons of LysteGro
in North America!*

To date, we have sold all LysteGro fertilizer (over 1,800,000 tons) we manage, and we intend to do the same with the product produced at the Valley Sanitary District.

With commercial fertilizer prices and demand for organic amendments from the agricultural sector expected to increase, the value of LysteGro fertilizer will continue to rise over time and have greater value to customers. This represents a built-in hedge against future rising management prices.

Over the next 20 years, these market trends will continue as society continues to prioritize resource recovery, soil health, and sustainability.

In summary, our approach to product management is to ensure that the material is handled and applied in the most effective manner possible to optimize the value of the material while also engaging the local agricultural community to demonstrate product value. This long-term strategy is proven to effectively develop a stable market of loyal customers who understand the value of the product and are willing to pay for it.

"After my first application of LysteGro, I saw immediate results in my pasture crop as compared to my field without the product. The Lystek staff are very accommodating to my schedule and easy to work with. The application equipment used was effective and had no negative impact on my existing operation."

Ryan Mahoney, Rio Vista Rancher

With Lystek as its partner, the Valley Sanitary District would have the option to leverage our proven successful approach or simply request our assistance, where required, to manage the product.

5 QUOTATION

5.1 LYSTEK THP TECHNOLOGY AND EQUIPMENT SUPPLY

Based on our current understanding of the needs of Valley Sanitary District in Indio, California we are pleased to offer one LY10 module a (equipment supply and technology licence) for one LY10 Module with accessories: **US \$ 2,785,000**

This is a preliminary estimate that would require additional information from the Valley Sanitary District for confirmation. The cost accounts for the technology licence, mechanical and electrical equipment, and software associated with the Lystek THP LY10 Module and is contingent on the project assumptions. This cost does not include installation, LysteGro storage, interconnect wiring and piping, utility connections, freight, or integration of the Lystek SCADA system into the overall facility SCADA. Additional dewatering equipment and odor control equipment may also be required as discussed previously in the proposal. These components would result in additional line items and an adjusted quotation from what is listed above.



This quotation is provided based on commodity and material pricing at the time of proposal delivery and is valid for 90 days.

The quoted price in this proposal has been calculated based on the current market prices required to manufacture the quoted equipment and services pursuant to regulations, duties and law in effect as of the date of this proposal. In the event that the introduction of new tariffs, levies, duties, regulations, or any type of legislation by a domestic or foreign government has the effect of increasing the price of the quoted equipment or services, Lystek reserves its right to adjust its quoted price in order to reflect these increases in cost. Nothing in this document or in any of the applicable contractual documentation shall be construed as a waiver of this right.

5.2 LYSTEGRO® MANAGEMENT FEE

This full-service offering includes all marketing, sales, hauling, and regulatory reporting requirements of the product. We ensure that all local, state, and federal regulations are adhered to along with Lystek's industry leading best management practices.

With more time to fully evaluate the potential market, we would be able to provide an accurate range for our expected LysteGro Management Fee. Should discussions progress on this opportunity, we will fully evaluate the market in the Indio, California area in order to provide a firm and accurate price.

Revenue Sharing Agreement

As part of the management contract for LysteGro, we will also offer a revenue sharing agreement to the Valley Sanitary District. Any revenue paid by the farmer for the product over and above an agreed upon selling price will be shared 50/50 between the Valley Sanitary District and Lystek. Revenue sharing allows the Valley Sanitary District to directly benefit from the production of a high-quality Class A biosolids fertilizer.

6 SUMMARY

We thank you for the opportunity to propose a Class A biosolids processing and management solution for the Valley Sanitary District in Indio, California.

This approach will enhance Valley Sanitary District existing biosolids management operations with a sustainable Class A biosolids program that will offer program security and economic stability and continue to recover the valuable nutrients found in these residuals. Our comprehensive program will be part of this sustainable and forward-thinking transition to a long-term solution. This solution can effectively meet and manage the Valley Sanitary District's current biosolids as well as being scaled to meet future needs.

This offer also includes comprehensive product management services to develop a long-term biosolids program in the region and ensure best-practice use of LysteGro. This offers Valley Sanitary District a hands-off, worry-free, and sustainable solution.

We look forward to working with the Valley Sanitary District to address their biosolids management challenges with an advanced, Class A solution that will be a model in the Region.



This will enhance resource recovery, operational and management efficiencies on site, and will set the Valley Sanitary District up for a sustainable solution that can easily accommodate increased flows or regulatory changes.

Thank you for your consideration. We look forward to future discussions.



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APPENDICES

Appendix A

Lystek Installations

Location (Commissioned)	Pop.	Volumes Currently Processed (DT/Y) ^{1,2}	Site Installation Details	Module Size	Feedstock	Lystek Products/ Processes	LysteGro Storage
Guelph, ON (2008)	132,000	2,500	On-Site - Retrofit	2 - LY6	Anaerobic Digested Biosolids	LysteGro, LysteMize	Modular Transportable Above Ground Storage Tanks
St. Marys, ON (2010)	7,300	240	On-Site - Retrofit	LY3	Originally: Anaerobic Digested Biosolids Current: Aerobic Digested Biosolids	LysteGro, LysteMize, LysteCarb	Below Ground Concrete Tank
Elora, ON (2014)	7,500	130	On-Site - Retrofit	LY6	Aerobic Digested Biosolids	LysteGro	Below Ground Concrete Tank
North Battleford, SK (2014)	14,300	490	On-Site - Retrofit	LY6	Aerobic Digested Biosolids	LysteGro	Retrofitted Reservoir – Lined & Covered
St. Thomas, ON (2018)	41,800	1,500	On-Site - New Build	LY6	Undigested Residuals	LysteGro	Above Ground Tank
St. Cloud, MN (2018)	120,000	1,500	On-Site - Retrofit	LY10	Anaerobic Digested Biosolids	LysteGro	Repurpose - Below Ground Concrete Tank
Innisfil, ON (2019)	36,500	555	On-Site - New Build	LY3	Aerobic Digested Biosolids	LysteGro	Retrofit - Above Ground Tank with Floating Cover
Goleta, CA (2019)	N/A	Demo / R&D	On-Site - Skid Unit	N/A	Source Separated Organics (UC Santa Barbara), Biosolids (Goleta Sanitary District)	LysteMize	N/A
South Huron Valley, MI (2022)	87,000	1,950	On-Site - Retrofit	LY10	Undigested Biosolids	LysteGro	Below Ground Concrete Tank

Location (Commissioned)	Pop.	Volumes Currently Processed (DT/Y) ^{1,2}	Site Installation Details	Module Size	Feedstock	Lystek Products/ Processes	LysteGro Storage
Sharjah, UAE (2022)	1.4 M	1,240	Off-Site – Container Module	LY3	Aerobic Digested Biosolids	LysteGro	N/A
Commerce Township, MI (Coming Soon!)	44,000	480	On-Site Retrofit	LY10	Undigested Biosolids	LysteGro	Above & Below Ground Concrete Tanks
Erin, ON (Coming Soon!)	12,000		On-Site	LY10	Undigested Biosolids	LysteGro LysteMize	Above Ground Steel Tanks

¹Approximate current volumes processed in dry metric tonnes per year

²Current site processing dependent upon hours of operation and regulated processing rates

**Customer references available upon request*

Regional Installations

Location (Commissioned)	Module Size	Site Capacity (WT/Y) ¹	Site Details	Deployment Structure	Lystek Products/ Processes	Feedstock	LysteGro Storage
Southgate, ON (2012)	3 – LY10	165,000	Off-Site - Regional Facility, Greenfield	DBOO	LysteGro	Undigested / Digested Biosolids & Organics from Various Municipalities	Reservoirs – Lined & Covered
Serving generators such as:							
- Toronto, Halton, Hamilton, Kitchener, Guelph, Niagara, Orangeville, Tay Township, West Grey, Gravenhurst, Peterborough, Huntsville, Mississauga, Brantford, Arthur, Innisfil, Meaford, Owen Sound, Midland, Walkerton, Centre Wellington, Mono, Biox Ltd.							
Iroquois, ON (2012)	1 – LY10	45,000	Off-Site - Regional Facility Upgrade	DBT	LysteGro	Undigested / Digested Biosolids from Various Municipalities	Below Ground Concrete Tank
Serving generators such as:							
- Ottawa, Toronto, Peterborough, among others							
Fairfield, CA (2016)	2 – LY10	150,000	On-Site - P3 Regional Facility	P3 - DBOO	LysteGro, LysteMize	Undigested / Digested Biosolids from Various Municipalities	Reservoir – Lined & Covered
Serving generators such as:							
- Fairfield-Suisun Sewer District, City and County of San Francisco, East Bay Municipal Utility District, Santa Rosa, Central Marin Sanitation Agency, Petaluma, Benicia, Palo Alto, City of South San Francisco, Budweiser Brewing in City of Fairfield							

¹Site capacity represented in wet tons (average 15% TS) per year

*Customer references available upon request

Appendix B

Case Studies

Addition of Lystek THP Extends Storage and Reduces GHG Emissions

Town of St Marys, Ontario

Lystek
Nothing wasted.
Everything to gain.



St. Marys wanted to be at the forefront of wastewater treatment technology.

ABOUT

St. Marys is a Town located about 40 kilometers north of London, Ontario in Perth County, with a population of approximately 7,200 residents. www.townofstmarys.com

CHALLENGES

- Regulatory guidelines increased to require additional on-site biosolids storage capacity (240 days) for wastewater treatment plants
- Increasing costs for biosolids management
- Desire to improve environmental performance of existing plant facilities

SOLUTION

St. Marys WWTP selected Lystek THP as an advanced biosolids treatment technology, providing these benefits:

- Dramatic reduction in biosolids volumes and adherence to new regulatory guidelines for biosolids storage without adding new tanks

- Ability to develop an integrated sludge management plan, tying together biological nutrient removal (BNR), anaerobic digestion and Lystek THP to optimize nutrient recovery and reduce greenhouse gas (GHG) emissions
- Production of a Canadian Food Inspection Agency (CFIA, or Class A) regulated fertilizer from biosolids for use on local farmland
- Flexibility in process – Lystek THP produces fertilizer from digested or undigested sludges

RESULT

- Reduced biosolids volumes by up to 75%
- Optimized BNR process and anaerobic digestion, when operational
- Production of (Class A) biosolids fertilizer, even after removal of anaerobic digesters
- More than **15,000 tonnes** of fertilizer sold and applied to local farmland



KEY METRICS

Population Served: 7,200

WWTP Rating: 5,560 m³ / day (1.5 MGD)

Lystek THP Processing Footprint: 74 m² (800 ft²)

Lystek THP Module Size: 1 x LY3 (0.3 dry tons / hr)

Feedstock: Municipal biosolids (aerobically digested)

In 1990, the St. Marys wastewater treatment plant (WWTP) began operating with primary and secondary conventional activated treatment followed by anaerobic digestion of sludge. Digested biosolids were applied as a soil amendment to surrounding agricultural land from April to November. This non-agricultural source material (NASM or Class B) was stored over the winter.

Storage capacity at the WWTP became a concern when the Nutrient Management Act was amended in 2007, recommending 240 days of biosolids storage by 2009. With a maximum influent processing capacity of 5,560 m³ per day, the on-site storage capacity only provided about 90 days of storage.

In response to this and increasing influent volumes at the plant, the Town of St. Marys retained their engineering firm, GHD (formerly Conestoga Rovers and Associates) to evaluate alternative sludge management strategies at the plant. Ultimately, GHD recommended the town implement a management strategy that integrated BNR, anaerobic digestion, and Lystek THP, "We believed this combination would provide the town with the most cost effective solution when both capital investment and lifecycle costs are considered," confirmed Andrew Lugowski, P.Eng., Associate at GHD.

The Lystek system offered multiple benefits to the Town's wastewater process and biosolids management, including:

- Reduced biosolids volumes by concentrating the solids (dewatering to produce a 10-15% liquid compared with previous 3% solids NASM)
- Optimization of both biological nutrient removal and anaerobic digestion processes through re-feeding of Lystek-processed product (LysteCarb & LysteMize), further reducing biosolids volumes and improving efficiencies
- Production of a CFIA regulated fertilizer product from biosolids, which is sold to local farmers

Lystek THP was implemented at the St. Marys WWTP in 2012. Both the LysteMize and LysteCarb re-circulation options were implemented to enhance the BNR and

anaerobic digestion processes at the plant. Ultimately, the WWTP was able to increase the capacity of the existing storage tanks from 90 days to 300 days.

In 2015, the anaerobic digestion process was taken offline due to required infrastructure repairs. Lystek THP was able to continue processing biosolids at the WWTP that were not anaerobically digested and meet the same quality parameters for use as a fertilizer product (Class A biosolids). The Town elected to save cost on repairs to their digester, and continue operations without digestion, leaving Lystek THP as its primary biosolids process option.

Overall, implementation of Lystek THP at the St. Marys WWTP provided the Town with a stable and secure biosolids processing and management program. This technology extended capacity, life and optimizing various treatment processes, all while producing a saleable fertilizer (Class A biosolids) product. To date, the town has recycled more than 15,000m³ of LysteGro fertilizer produced from biosolids to local farmland.



About Lystek

Lystek is a leading provider of Thermal Hydrolysis solutions for the sustainable management of biosolids and organics. The multi-use, award-winning Lystek system reduces costs, volumes and GHG's by converting municipal and industrial wastewater treatment facilities into resource recovery centers. The technology transforms organic waste streams into value-added products and services, such as the patented LysteMize[®] process for optimizing digester performance, reducing volumes and increasing biogas production; LysteGro[®], a high-value, nutrient-rich fertilizer and LysteCarb[®], an alternative source of carbon for BNR systems.

Retrofit Creates Sustainable Biosolids Management Solution

Fairfield-Suisun Sewer District, California

Lystek
Nothing wasted.
Everything to gain.



Fairfield-Suisun Sewer District enters into a unique Public-Private Partnership (P3) with Lystek to bring first, comprehensive biosolids management solution to the San Francisco Bay Area.

ABOUT

Located about 40 miles north-east of San Francisco, the Fairfield-Suisun Sewer District (FSSD) services over 135,000 people and operates 70 miles of sewer, with 13 pumping stations within 48 square miles in central Solano County.

www.fssd.com

CHALLENGES

- High and rising costs for biosolids management; diversion from landfill required
- Regulatory pressures to move towards higher treatment and beneficial use
- Under-utilized assets and spacious site
- Lack of coordinated biosolids management solution for the Bay Area

SOLUTION

The Fairfield-Suisun Sewer District entered into a 20 year (+10) public-private partnership (P3) agreement with Lystek International Ltd. to develop a regional Organic Material Recovery Center (OMRC), implementing Lystek THP under a design-build-own-operate model, providing these benefits:

- Long term sustainable biosolids management solution with extended program security
- Production of a high-quality Class A biosolids product, registered as a bulk fertilizer with the California Department of Food and Agriculture (CDFA)
- Generate revenue and local jobs; establish a regional solution for other Bay Area utilities

RESULT

- Currently providing biosolids management solutions to more than 10 Bay Area utilities
- More than **250,000 tons** (as of 2021) of biosolids converted into fertilizer and applied to local farms
- Increased biogas generation through the LysteMize process



KEY METRICS

WWTP Rating (FSSD): 5,000 m³ / day (23.7 MGD)

Population Served: 135,000

Lystek OMRC Annual Capacity: 150,000 tons

Lystek THP Module Size: 2 x LY10

Lystek THP Processing Footprint: 2,500 sq ft.

Feedstock: Municipal biosolids (anaerobically digested, aerobically digested, undigested), anaerobically digested organic waste products, organic-based liquid materials and processed food-grade wastes

The FSSD oversees wastewater treatment and sanitary sewers in northern California's Solano County. Prior to engaging with Lystek, the District had been sending their biosolids to landfill for use as daily cover for decades. In the early 2010s, regulatory changes began to address organic materials in landfills, and it was clear that the State would be requiring biosolids to be diverted from landfills to beneficial use. In addition, the San Francisco Bay Area expressed the need to develop regional solutions for biosolids management.

FSSD has had a long history of looking for innovative solutions for its wastewater treatment program. In 2015, the District and Lystek International developed a public-private partnership (P3) project on-site at the FSSD wastewater treatment plant (WWTP). The partnership agreement allowed the development of the Fairfield Organic Material Recovery Center (OMRC) as a regional biosolids and organics management facility, owned and operated by Lystek, leveraging under-utilized infrastructure and assets at the FSSD plant. This facility became operational in 2016, for a duration of 20 years, with a 10-year optional extension.

The OMRC accepts organic residuals year round, produces a fertilizer product, **LysteGro®** using our patented Lystek THP technology, and stores the Class A fertilizer product onsite during inclement weather periods. LysteGro is sold and applied to agricultural soil throughout the year, as field conditions allow. The material is classified as a Class A biosolids by USEPA (Part 503 standards) and has received a bulk fertilizer registration by the California Department of Food and Agriculture (CDFA). This dual-designation has allowed LysteGro to be widely used and accepted by area farmers and ranchers as an alternative to synthetic fertilizers. The use of LysteGro is now accepted in multiple counties which have historically been restrictive to traditional Class B biosolids and land application practices.

The other major opportunity of the FSSD-Lystek partnership involves enhanced digestion and biogas generation. FSSD operates anaerobic digesters to treat wastewater solids and utilize the biogas for onsite co-generation (electricity plus heat for the digesters). This practice reduces the overall plant energy dependence on fossil-fuels sources. Through the LysteMize process, a portion of the Lystek THP hydrolyzed material can be re-fed to anaerobic digesters to increase volatile solids destruction and boost biogas yields. The LysteMize process began operations in 2019 at FSSD, refeeding processed biosolids from FSSD and third party generators to the digesters. Due to new California legislation related to organics diversion from landfills, generators of undigested biosolids who send their material to the OMRC are able to obtain diversion and recycling credits for the volumes processed with the use of the Lystek technology and enhanced digestion.

This successful P3 partnership between FSSD and Lystek has offered Bay Area agencies a reliable, sustainable and cost-controlled biosolids management solution. Generators now have a convenient resource recovery facility which produces and manages a Class A biosolids fertilizer and is capable of reducing GHG emissions through additional biogas recovery in the FSSD digesters. The successful LysteGro management program has sold and applied more than 350,000 tons (as of 2021) of CDFA registered fertilizer, and is in demand from area farmers and ranchers.



About Lystek

Lystek International, founded in 2000, is the leading provider of advanced, thermal hydrolysis solutions in North America, with operations Globally. Lystek is a full-service company offering technology supply and installation services, worry-free regional processing solutions, and comprehensive LysteGro sales and management services. Lystek THP® is proven across a range of small, medium, and large communities. We work with public and private sector clients to enhance operations, reduce GHG emissions, and recover valuable nutrients and carbon from biosolids and organic feedstocks through the production of increased renewable biogas with LysteMize® and LysteGro® Class A quality biosolids fertilizers.

Appendix C

Lystek THP Product and Service Offering






One System Multiple Benefits

for Biosolids & Organics Management

Lystek THP® is an innovative and award-winning resource recovery solution with multiple benefits for biosolids and organics management.

Lystek's unique, physical-chemical thermal hydrolysis process uses a combination of high speed shearing, alkali, and low pressure steam in an enclosed Reactor to transform digested or undigested biosolids and/or organics into a multi-purpose hydrolyzed product.

The process disintegrates microbial cell walls and hydrolyzes complex macromolecules into simpler and readily biodegradable compounds. This provides operational flexibility, with multiple uses for process optimization and resource recovery:

-  **LysteGro®** Class A Biosolids Fertilizer
-  **LysteMize®** Anaerobic Digester Optimization
-  **LysteCarb®** Alternative Carbon Source

This process transforms dewatered feedstocks, ideally in the range of 16 - 18% total solids, into a high-solids (13-16%) liquid product with a viscosity below 10,000 centipoise. This product is fully pumpable using traditional liquid processing, handling, and application equipment.





The system has a small footprint and is simple to operate, modular, and flexible. Lystek THP can be easily integrated into existing WWTPs typically at the end of the solids process train, with little to no disruption to other WWTP processes.

This process can be deployed as an on-site or off-site solution (regional facility) and is scalable to service small, medium, and large residual generators.

Due to the user friendly and easy to operate nature of Lystek THP, typically no additional operators are needed beyond existing staff and no specialized operator certifications are required.



BENEFITS:

-  Recovers valuable nutrients & organics
-  Energy efficient process
-  Easy to operate and maintain, with no additional operators required
-  Small processing footprint with ability to retrofit into existing infrastructure
-  Comprehensive product management services
-  Processes digested or undigested residuals
-  Mitigates odors with an enclosed system
-  Integrates easily with multiple resource recovery technologies

"Use of this proven technology and development of this project is playing an important role in capping operational expenses related to biosolids management. It also allows us to diversify our resource recovery options by leveraging existing, under-utilized infrastructure to generate additional revenues, further offsetting costs"

Greg Batruup, General Manager,
Fairfield-Suisun Sewer District **246**

One System. Multiple Uses.

Lystek THP provides operational flexibility. By installing one THP Module, utilities can produce Class A quality biosolids fertilizer (LysteGro) and have the flexibility to recirculate the hydrolyzed material to enhance anaerobic digester performance (LysteMize) or be used as a supplemental carbon source for BNR (LysteCarb). This technology optimizes full-cycle resource recovery.

LysteCarb® Alternative Carbon

Carbon is required to facilitate the removal of both Nitrogen (N) and Phosphorous (P) in biological nutrient removal (BNR) systems. When WWTPs do not have sufficient organic carbon in their incoming wastewater, a consistent, supplemental source of carbon is used to ensure reliable performance.

Lystek hydrolyzed biosolids can be used as a safe, cost-effective alternative carbon source. We call this product LysteCarb®. Not only does LysteCarb contain a much higher COD:N:P ratio than raw wastewater, but the material is also much higher in concentrations of readily biodegradable COD (SCOD). This product can thereby replace costly conventional chemicals such as methanol, glycerol, or acetic acid.

When recycled in BNR systems, LysteCarb provides readily available carbon for denitrification and Enhanced Biological Phosphorus Removal (EBPR).

Simply put, LysteCarb offers enhanced BNR system operations with a safer, cost effective source of carbon for enhanced biological denitrification and phosphorous removal. This process also reduces residual volumes requiring management.

LysteCarb and LysteMize Characteristics	
Soluble Chemical Oxygen Demand (SCOD)	40-50%
Total Chemical Oxygen Demand (TCOD)	105,000 - 150,000 mg/L
Volatile Fatty Acids (VFA)	10,000 - 15,000 mg/L

LysteMize® Digester Optimization

Lystek THP solubilizes organic compounds, making the digested residuals more amenable to further biodegradation when re-fed to anaerobic digesters (AD). This is referred to as LysteMize®.

Lystek's hydrolyzed product contains 40-50% of the TCOD as SCOD, and significantly increased VFAs versus typical biosolids.

The addition of this substrate to the digester allows for quicker conversion to biogas. This not only improves the biodegradability of organic compounds in the hydrolyzed product that were not digested in the first pass through, but also enhances overall digester kinetics.

LysteMize enhances biodegradation of volatile solids by up to 20% and can increase biogas yields by up to 40%. This optimizes resource recovery and further minimizes residuals requiring management offsite.

LysteGro® Biosolids Fertilizer

Lystek THP's cornerstone product is a pathogen free, high-solids liquid fertilizer product, called LysteGro®. LysteGro meets the US Environmental Protection Agency's (EPA) criteria for a Class A biosolids and the Canadian Food Inspection Agency's (CFIA) criteria for a registered fertilizer.

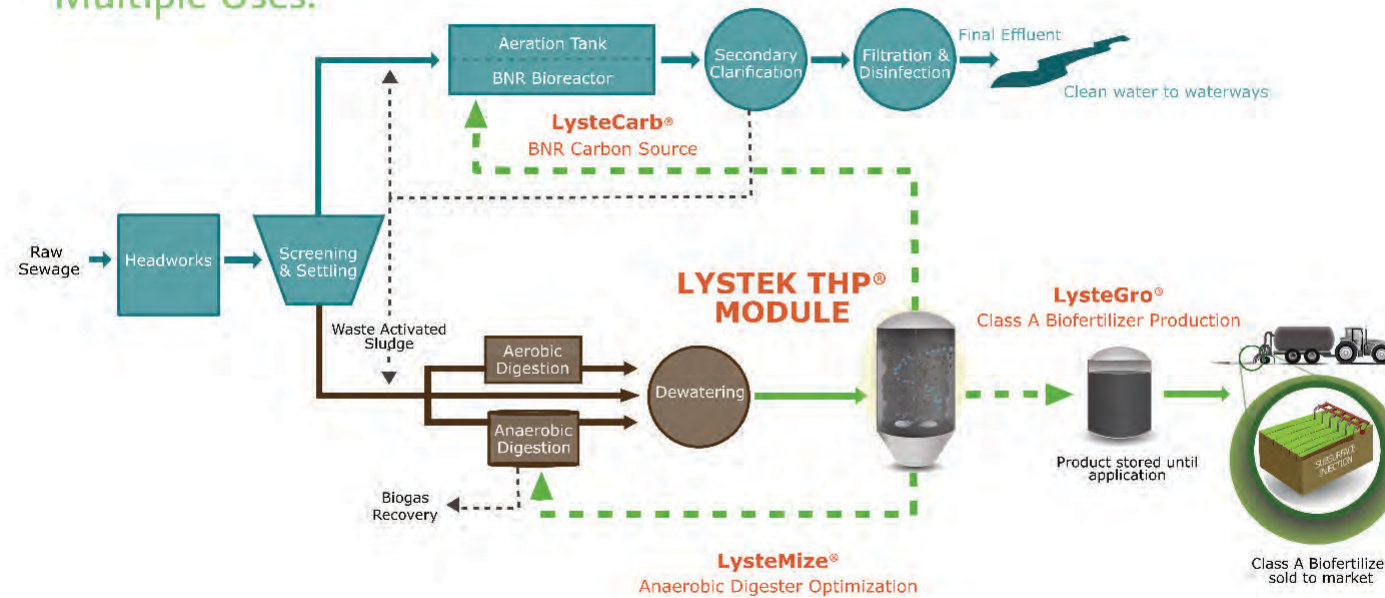
Growers value LysteGro because of the predictable NPK values, organic matter, soil incorporation and, most importantly, the fertilizer's performance.

Third-party studies have shown LysteGro can completely replace commercial fertilizers and result in superior crop yields.

LysteGro is injected into the soil subsurface during application to maximize nutrient use efficiency and mitigate odor and run-off potential. The in-field aesthetics and cleanliness of the injection operation that we employ are superior to surface application methods.

Our technology and product management services are proven to maximize value for both the end-user and generator. We have sold over one million tons of LysteGro, with market price continuing to rise. This rising fertilizer value can be used to offset utility's biosolids program costs.

One System. Multiple Uses.

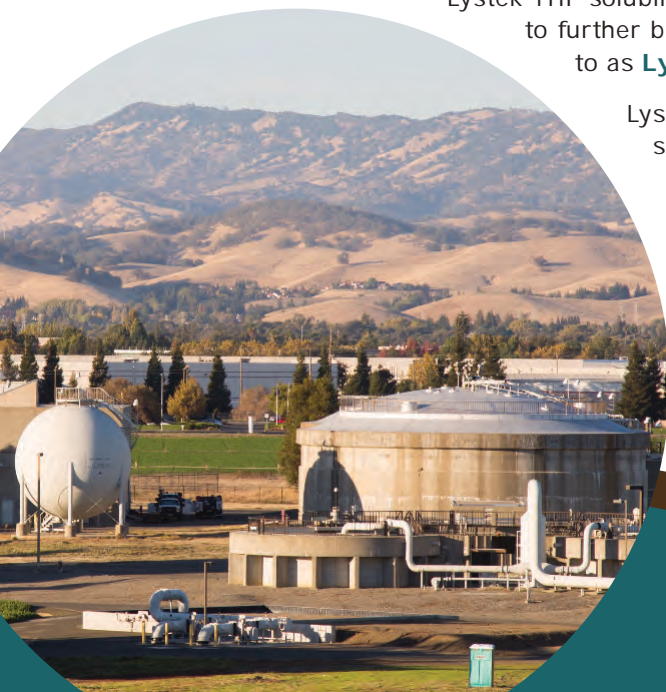


Community Fertilizer Programs

- Long-term sustainable program
- Produce a valuable fertilizer
- Good value to local farmers
- Opportunity to offset program costs
- Closing the loop between generators and local agriculture

Advantages of a High-Solids Liquid Biosolids Fertilizer

- Simple, cost effective liquid pumping and storage systems
- Transportation loading and unloading efficiencies
- Odor mitigation with enclosed system
- Efficient and cost effective land application
- Maximizes carbon and nutrient value
- Mitigates risk of runoff and enhances environmental protection
- Improves in-field aesthetics with subsurface injection
- Quality fertilizer improves yields and reduces input costs



ABOUT LYTEK INTERNATIONAL

Lystek was founded in 2000 at the University of Waterloo, in Ontario Canada and is owned by the Tomlinson Group. We are a multi-award-winning organics processing and management company, with locations across North America.

Lystek has proven this technology and service offering across a range of small, medium, and large communities in North America. We work with public and private sector clients to enhance operations and recover valuable nutrients from biosolids and other organic feedstocks.

We work with our customers as long-term partners. Owning and operating our own facilities allows us to conduct ongoing commercial-scale research and development. In doing so, we continuously optimize our technology and processes to realize operational improvements. As part of our commitments to our customers, we share these enhancements to maximize their investment in the Lystek solution.

"It was unreal, how easy the deployment of this system was. This, combined with the small footprint, low cost and excellent support from the Lystek team - it was almost like the system was designed especially for our facility."

Stewart Schafer, Director of Utility Services, City of North Battleford

WHAT WE OFFER

Design-Build-Transfer, Technology & Equipment Supply

We have extensive experience working with generators and consulting engineers to design and build a solution that is ideal for each facility.

We have deployed our technology as new builds as well as retrofitted our Modules into existing infrastructure.

We are equipped to provide complete design-build-transfer services for generators looking to implement Lystek THP. We are also comfortable supplying our technology as part of a broader team.

Regional Solutions

We own and operate large regional Organic Material Recovery Centres (OMRCs) in Fairfield, California and the Township of Southgate, Ontario.

The OMRCs receive digested & undigested material (1-35% TS) from generators in the region. These facilities produce Class A quality biosolids fertilizer that is sold to the local agricultural market for beneficial use.

Contact us for more information about having your residuals processed at these facilities.

Comprehensive Product Management

We offer comprehensive product management services assuming full responsibility for the LysteGro fertilizer program for our in-plant installations.

Utilities can take comfort in knowing their biosolids are handled according to industry best management practices.

The combination of our cost-effective technology and product management service provides a turnkey solution our customers are satisfied with.

This full service approach sets us apart from technology vendors.

Appendix D

Why Choose Lystek THP

WHY CHOOSE LYTEK THP®

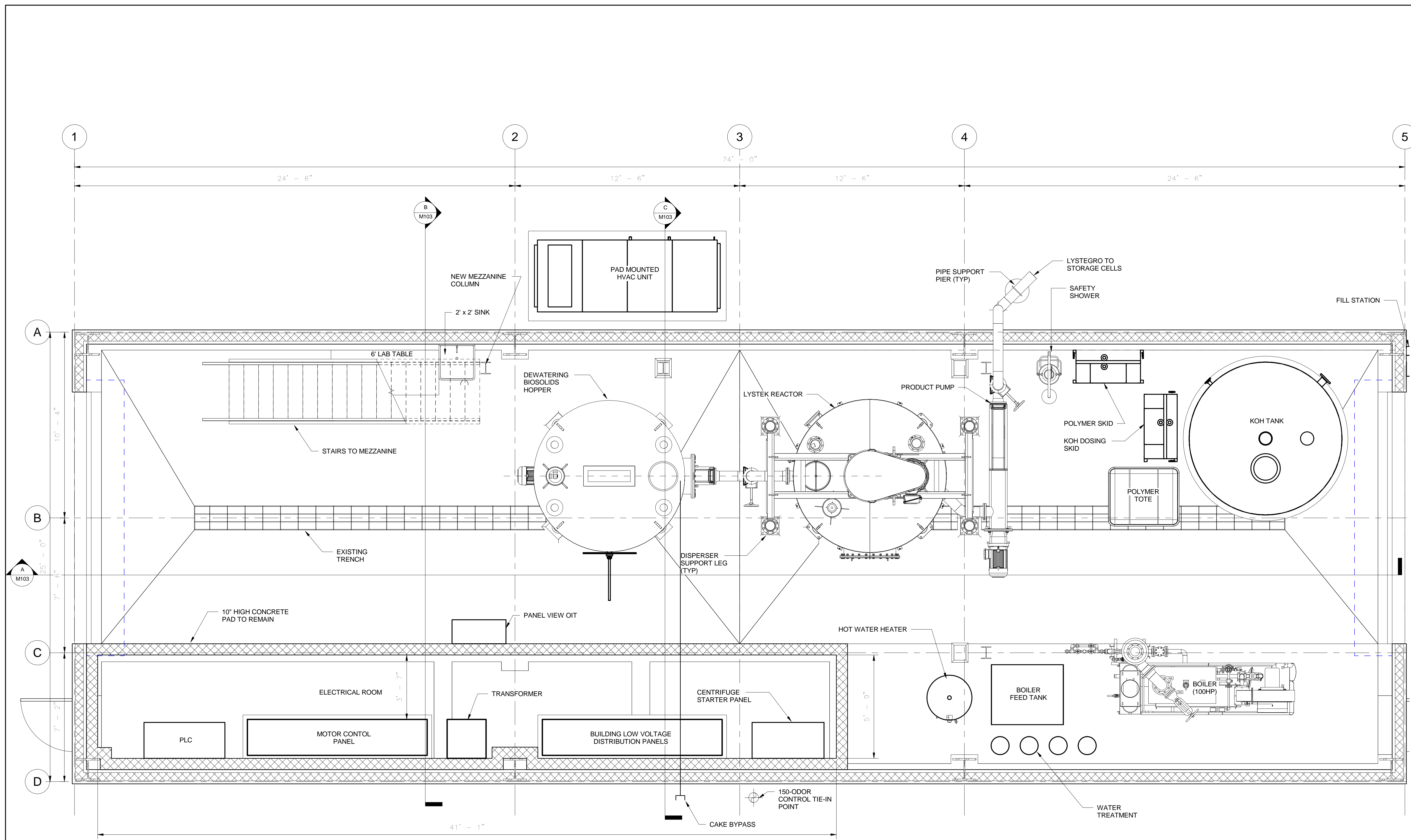
Comparing Lystek THP to Alternative Class A Treatment Technologies



	Heat Dried Pelletized Product	Alkaline Stabilized Dry Product	Compost	High Pressure THP	Lystek THP®
OPERATING BENEFITS					
No additional operators required	✗	✗	✗	✗	✓
Does not disrupt upstream processes	✓	✓	✓	✗	✓
Small processing footprint	✗	✗	✗	✗	✓
Rapid processing time	✗	✗	✗	✓	✓
Fully enclosed system, minimal process air	✗	✗	✗	✓	✓
No potential for dust generation	✗	✗	✗	✓	✓
Digester enhancement	✗	✗	✗	✓	✓
Multiuse carbon source for nutrient removal	✗	✗	✗	✗	✓
FERTILIZER PRODUCT BENEFITS					
Market ready fertilizer	✓	✓	✓	✓	✓
High solids liquid advantage	✗	✗	✗	✗	✓
Sub-surface injected	✗	✗	✗	✗	✓
Full NPK nutrient value	✗	✓	✗	✗	✓
Suitable for precision agriculture	✓	✗	✗	✗	✓
ECONOMIC BENEFITS					
Low capital cost	✗	✗	✓	✗	✓
Fertilizer revenue sharing options	✗	✗	✗	✗	✓
Reduced dewatering polymer consumption	✗	✗	✗	✗	✓
ENVIRONMENTAL BENEFITS					
Contributing to the circular economy	✓	✓	✓	✓	✓
Reduced energy inputs	✗	✗	✓	✗	✓

Appendix E

Conceptual Drawings



1 01-MAIN FLOOR
3/8" = 1'-0"

CONCEPTUAL

Automated Engineering Technologies Ltd.
 91A Duke Street, Guelph, Ontario N1E 5L1 (519)821-8644
 397 Romeo Street S., Stratford, ON, N5A 4V1 (519)273-9318 WEB: www.autoengtech.on.ca

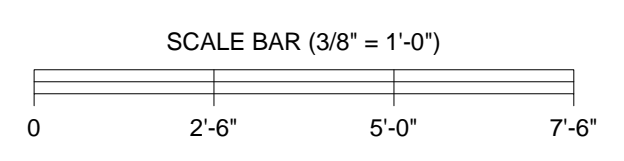
No.	REVISION	DATE

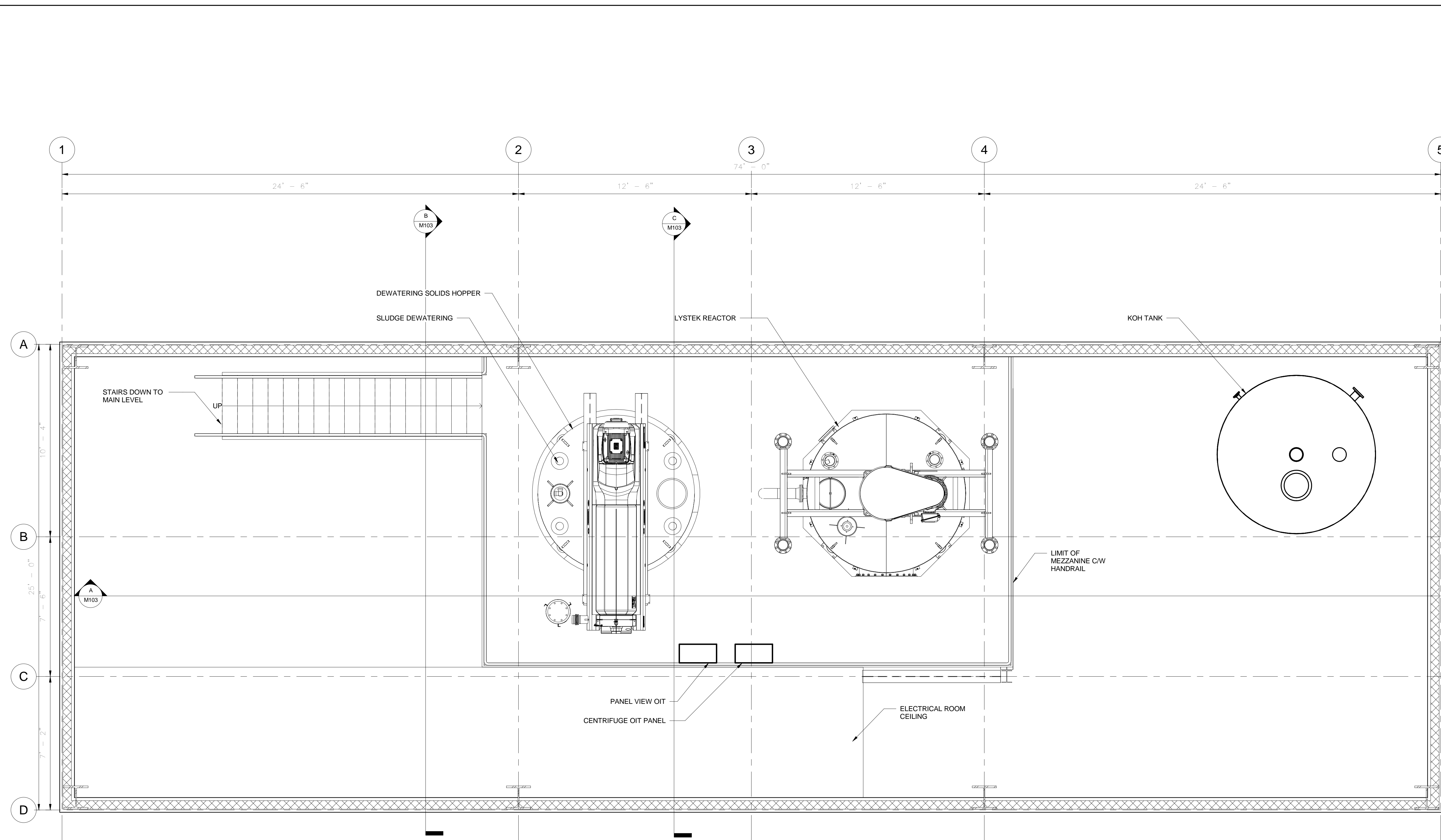
APPROVED BY:

LYSTEK
 MAIN FLOOR
 LY10 ARRANGEMENT

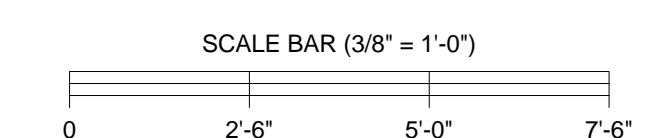
Lystek International
 125 McGovern Drive, Unit #1
 Cambridge, Ont., Can., N3H 4R7
 Phone: 1-888-501-6508
 Fax: 1-888-501-7429
 Web: www.lystek.com

DESIGNED BY: T.P.	REVIEWED BY: M.B.	DRAWN BY: C.F.	DATE: 08/14/2020
SCALE: 3/8" = 1'-0"	PROJECT No. -	DRAWING No. M101	





1 02-MEZZANINE
3/8" = 1'-0"



CONCEPTUAL

Automated Engineering Technologies Ltd.
 91A Duke Street, Guelph, Ontario N1E 5L1 (519)821-8644
 397 Romeo Street S., Stratford, ON, N5A 4V1 (519)273-9318 WEB: www.autoengtech.on.ca

No.	REVISION	DATE

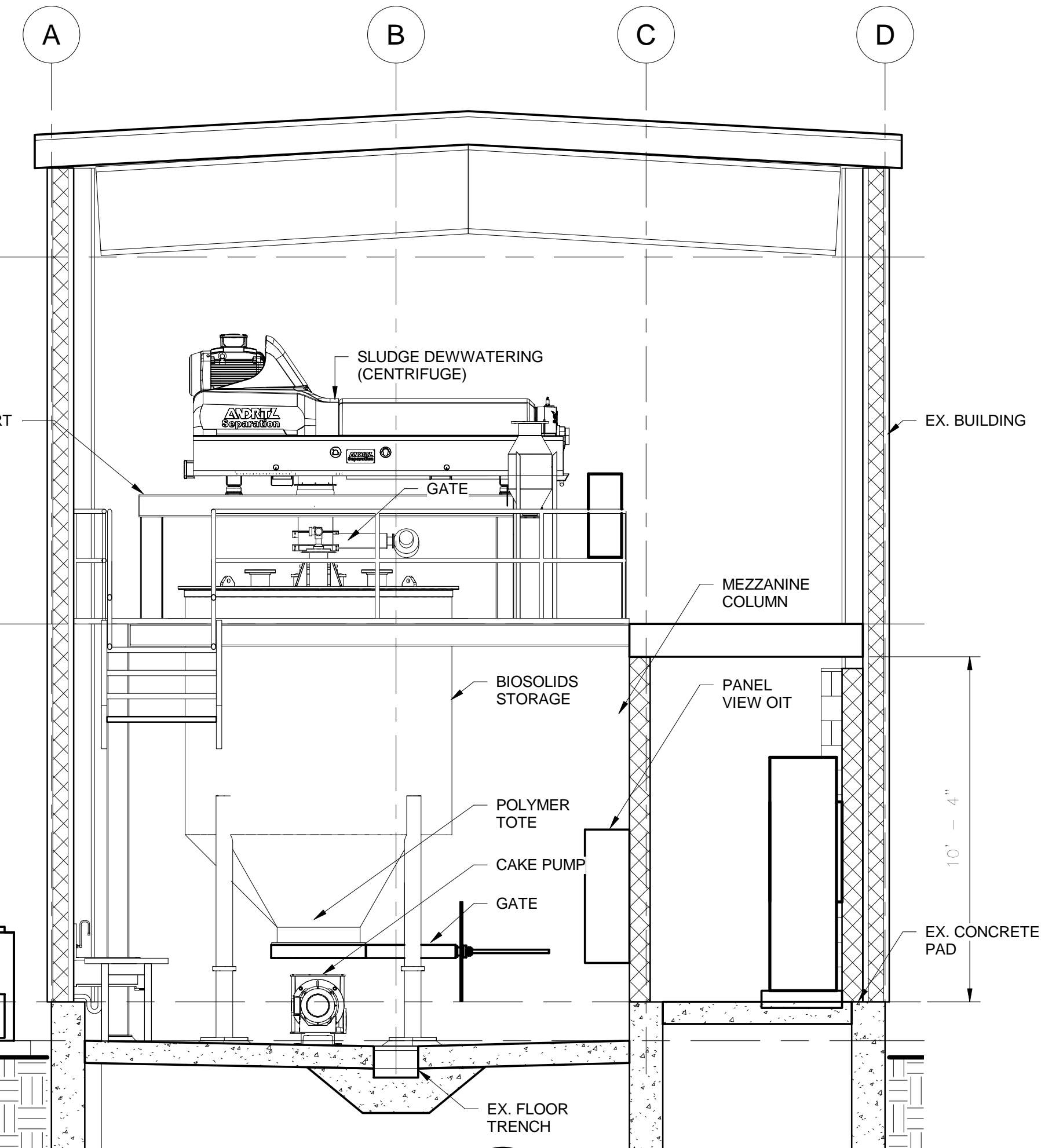
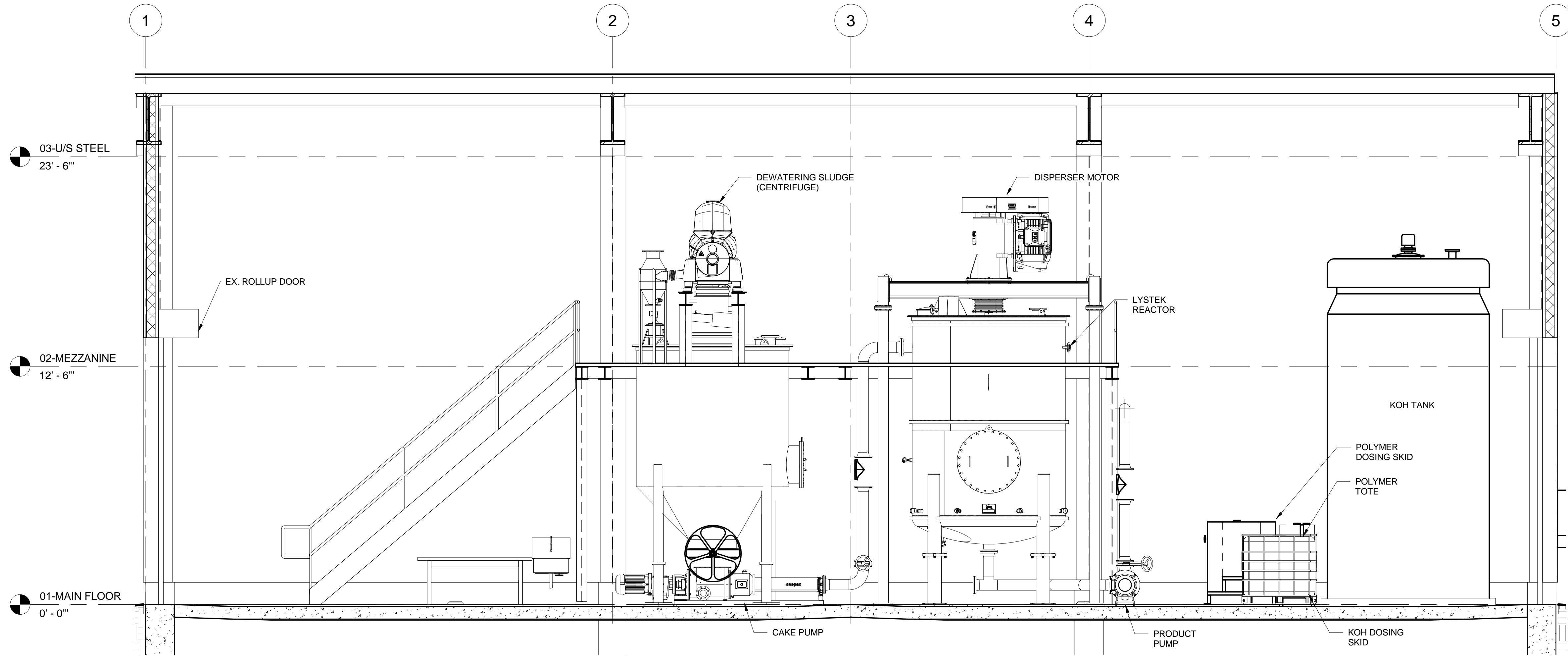
APPROVED BY:

LYSTEK

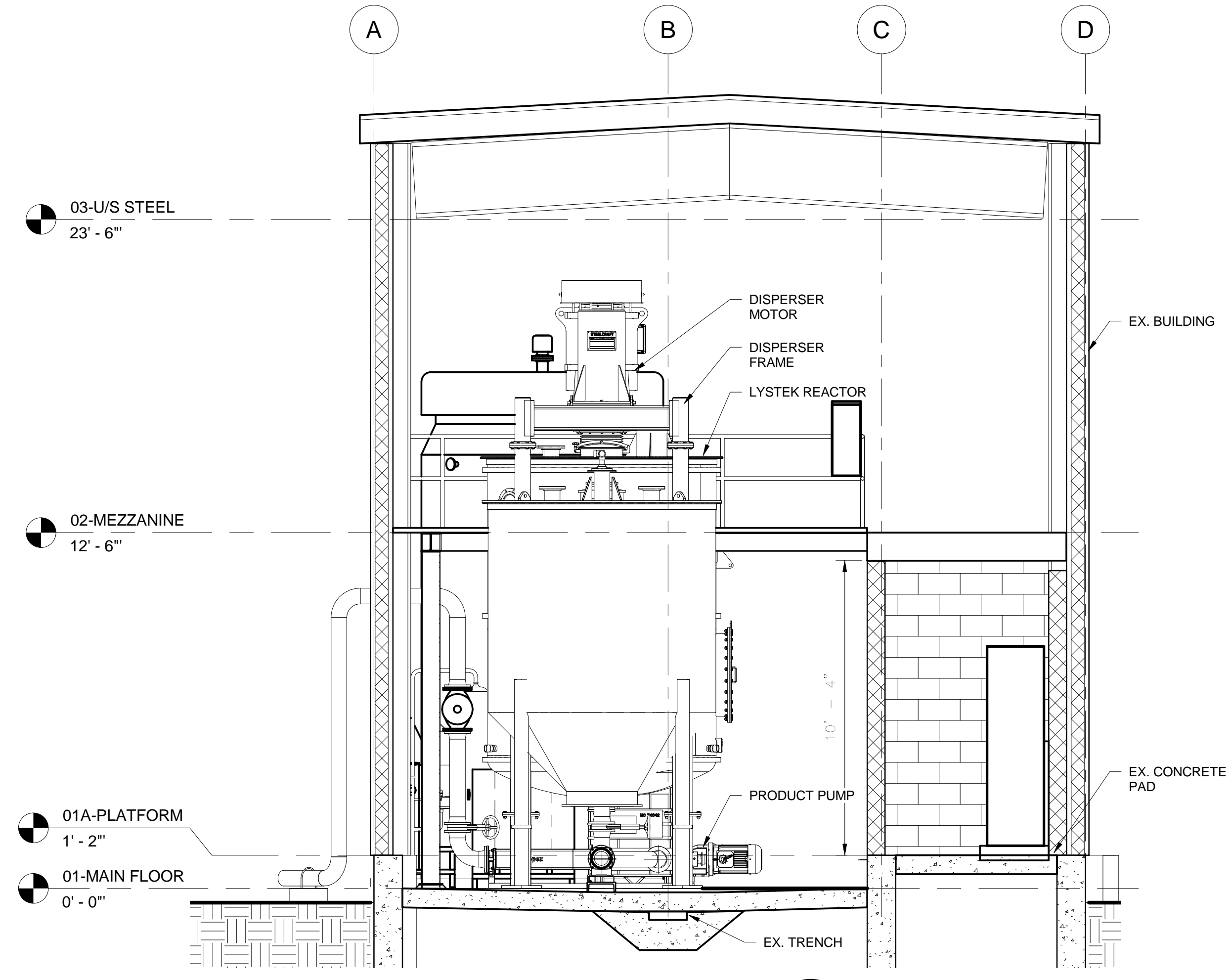
LY10 ARRANGEMENT
MEZZANINE LEVEL

Lystek International
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 Cambridge, Ont., Can., N3H 4R7
 Phone: 1-888-501-6508
 Fax: 1-888-501-7429
 Web: www.lystek.com

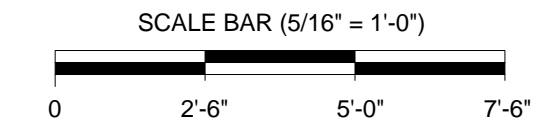
DESIGNED BY: T.P.	REVIEWED BY: M.B.	DRAWN BY: C.F.	DATE: 08/14/2020
SCALE: 3/8" = 1'-0"	PROJECT No. -	DRAWING No. M102	



SECTION B
5/16" = 1'-0"
M101



SECTION C
5/16" = 1'-0"
M101



CONCEPTUAL

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 91A Duke Street, Guelph, Ontario N1E 5L1 (519)821-8644
 397 Romeo Street S., Stratford, ON, N5A 4V1 (519)273-9318 WEB: www.autoengtech.on.ca

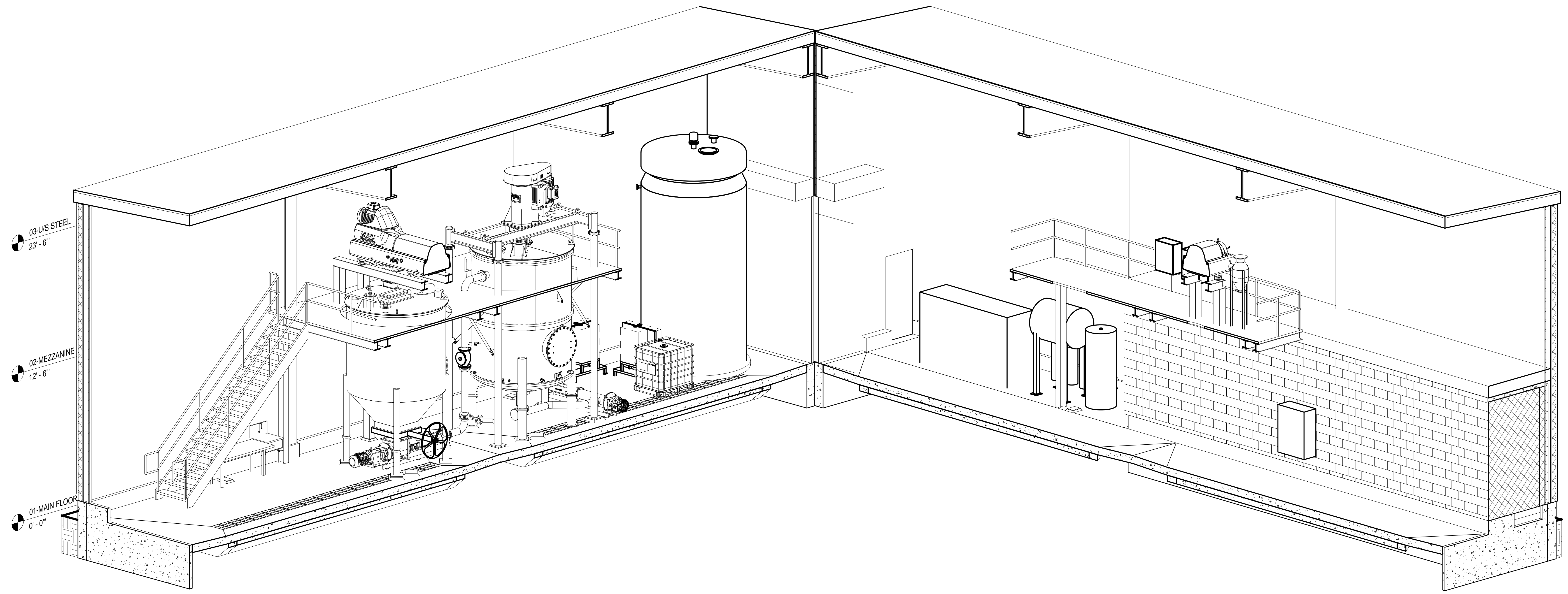
No.	REVISION	DATE

APPROVED BY:

LYSTEK
 LY10 ARRANGEMENT SECTIONS

Lystek International
 125 McGovern Drive, Unit #1
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 Web: www.lystek.com

DESIGNED BY: T.P.	REVIEWED BY: M.B.	DRAWN BY: C.F.	DATE: 08/14/2020
SCALE: 5/16" = 1'-0"	PROJECT No. -	DRAWING No. M103	



03-U/S STEEL
23' - 6"

02-MEZZANINE
12' - 6"

01-MAIN FLOOR
0' - 0"

CONCEPTUAL

Automated Engineering
Technologies Ltd.

91A Duke Street, Guelph, Ontario N1E 5L1 (519)821-8644
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No.	REVISION	DATE

APPROVED BY:

LYSTEK

LY10 ARRANGEMENT
ISOMETRIC VIEWS

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DESIGNED BY: T.P.	REVIEWED BY: M.B.	DRAWN BY: C.F.	DATE: 08/14/2020
SCALE:	PROJECT No. -	DRAWING No. M104	

Appendix F

EPIC Digestion/Co-Generation Demonstration Project

The Issue

Food and other organic material represents more than two-thirds of all landfilled waste annually in California (alone). An estimated six million tons of this is food waste. As it degrades in landfills, all of this material produces methane, a powerful greenhouse gas (GHG). In response to this growing problem, the State of California passed legislation to increase organics recycling by 50% over 2014 levels by 2020, creating an opportunity for innovative solutions with better uses for this organic waste to ease the burden on landfills and reduce GHG's.

The Project

Seeing an opportunity to contribute to the resolution of several challenges at once, Lystek International facilitated a partnership between the Goleta Sanitary District and the University of California, Santa Barbara with assistance from the California Energy Commission's Electric Program Investment Charge (EPIC) program.

The Lystek-Goleta Digestion & Co-Generation project will demonstrate that it is possible and economically viable to divert waste from landfills, make better use of these organic materials and create valuable products – including green energy.



The Partners

The partners have collaborated on an innovative project to process biosolids from the Sanitary District and food waste from UCSB, with the intention of performing additional, pilot testing with other organic materials. This initiative will also demonstrate how proven technologies can be leveraged to optimize the performance of existing anaerobic digesters at wastewater treatment plants as an alternative to landfilling.

The Benefits



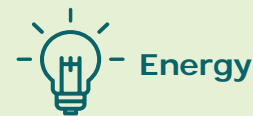
Economy

A high-value end-product at low cost. The demonstration project will show that organic waste can be reliably and cost-effectively converted into a renewable fuel and a high-nutrient biofertilizer. Projects like this help to reduce the cost of climate change mitigation and support local economic development through new jobs.



Environment

Healthier people, healthier landfills. Diversion of organic material saves space in landfills while reducing greenhouse gas emissions. Properly managed organics processing is also a healthy and sustainable solution to public health and environmental risks posed by landfilling.



Energy

Biogas generated can be converted into green energy. Full-scale projects leveraging proven technologies that result in successful demonstrations can help reduce our dependency on fossil fuels and support alternative approaches to recover resources and produce sustainable energy.



Proven Technologies – Working in Unison

This demonstration project will show how, when combined into a single process train, proven technologies can work together to:

- Improve organic material processing – divert waste from landfill
- Optimize digester performance to reduce waste volumes and increase biogas generation for conversion to green energy
- Produce a Class A quality biofertilizer product

Step 1: Organic waste depackaging

The **Smicon SMIMO30** unit is a proven European technology for pre-processing source-separated organics into a high-quality feedstock for anaerobic digestion. It depackages and separates packaged food waste with 99% efficiency, preparing the organic food waste for digestion.



Step 2: Digestion

The small, agitated feed tank in this step is custom designed by Lystek. The digestion process also includes two 8m³ **anaerobic digesters**, and one digestate holding tank. The depackaged organic material is pumped to the digester feed tank, and the slowly fed to the anaerobic digesters. In the anaerobic digesters, biogas is produced and collected for conversion to energy. Digestate flows out of the digesters into the holding tank, where it is either discharged to the Goleta Sanitary District or held for further processing.



Refeeding of the Lystek-processed material into anaerobic digesters results in higher volatile solids breakdown, higher gas yields, and reduced biosolids volumes.

Step 3: Lystek Thermal Hydrolysis Process

The patented and proven **Lystek THP[®]** system leverages a combination of heat, alkali, and high shear mixing to achieve effective lysis (breakdown) of the biological material in biosolids and organic materials. The process hydrolyzes macromolecules into smaller molecules that are also amenable for further utilization as a carbon source and biodegradation in any biological media, such as soil, digesters or biological nutrient removal (BNR) systems.



This demonstration project will show how increased biogas generated during the digestion process can be converted into green energy. It also showcases how this unique technology can be utilized to stabilize the organic fraction and create a product that qualifies as a USEPA Class A quality biofertilizer product.

CONTACT

Recipient: Lystek International Ltd.
James Dunbar, General Manager
Phone: (707) 419-0084
Email: jdunbar@lystek.com

GRANT INFORMATION

Grant Amount: \$1,589,163
Co-funded Amount: \$1,500,000
Project Location: Goleta Sanitary District,
1 Moffett Pl, CA 93117, USA

For additional information on this project, visit lystek.com/goleta-demo-project



Appendix G

Technical Specifications Sheet



Lystek THP[®] Technical Specifications

About the Technology

Lystek THP[®], a low-temperature Thermal-Chemical Hydrolysis Process, is a sustainable solution to biosolids and organics management with full-cycle resource recovery.

Lystek THP transforms raw or digested residuals into a Class A quality biosolids fertilizer and multi-use hydrolyzed product. This technology provides operational flexibility with multiple product uses, including LysteGro[®] Class A biosolids fertilizer, LysteMize[®] digestion enhancement process, and LysteCarb[®] alternative carbon source.

Operating inputs are low pressure steam, high speed shearing, and alkali, all applied simultaneously in an enclosed Reactor.

One System. Multiple Benefits:

Lystek THP has a small footprint, is cost effective, efficient, and reliable.

Modular design makes it scalable and easy to deploy (or retrofit). The system is fully automated and simple to operate and maintain.

Additional advantages include:

- Produces a marketable, high-solids liquid Class A quality fertilizer
- Optimizes anaerobic digestion; increasing biogas production for green energy while decreasing residual volumes through improved volatile solids reduction (VSR)
- Produces a safe, cost-effective alternative source of carbon for biological nutrient removal (BNR) systems
- Significantly reduces liquid biosolids volumes
- Augment to existing plants - does not disrupt existing processes
- Autonomous and efficient operations and easy to maintain
- Comprehensive, worry-free LysteGro product management services



Lystek THP[®] Reactor



- LysteGro[®] - Class A Biofertilizer
- LysteMize[®] - Digestion Enhancement
- LysteCarb[®] - Alternative Carbon Source

Moduleⁱ Sizing

Module size	LY3	LY6	LY10
Processing rate (dry tons per hour)	0.3	0.6	1.0
Nominal processing footprint ⁱⁱ (ft ²)	800	1,250	1,600

Key Operating Parametersⁱⁱⁱ

Electrical consumption	60 kWh per dry ton
Heat requirement ^v	1,100,000 BTU per dry ton
50% liquid alkali solution ^v	120 - 200 lb per dry ton
Operating temperature	167°F
Solids content - processed product	13 - 16%
Viscosity - processed product	5,000 - 10,000 cP

Valuable End Products and Processes

LysteGro [®] biofertilizer	Pathogen free, nutrient-rich, Class A quality fertilizer
LysteMize [®] digestion enhancement	Increase biogas production and volatile solids reduction
LysteCarb [®] alternative carbon source	Eliminate use of costly chemicals (i.e. methanol or glycerol) used for BNR

- ⁱ Module includes the THP Reactor and associated process equipment.
- ⁱⁱ Minimum space required for processing equipment only (Module, alkali storage, boiler). Product storage and ancillary system requirements will vary by site conditions.
- ⁱⁱⁱ Operating parameters are estimates only and will vary according to site conditions, feed stock characteristics, and intended use of hydrolysed product.
- ^{iv} Dependent upon biosolids feed temperature into the Reactor. Heat requirements estimated based upon an average feed temperature of 60°F.
- ^v Typically potassium hydroxide (KOH).

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 lystek.com



Appendix H

Advantages of LysteGro



Lystek 
Nothing wasted.
Everything to gain.

Advantages of LysteGro

Class A Quality, High Solids Liquid Biosolids Fertilizer

The Lystek Thermal Hydrolysis Process (**Lystek THP®**) technology produces a concentrated high solids liquid product, **LysteGro®**, that is considered a Class A biosolids in the US and a registered fertilizer with the Canadian Food Inspection Agency (CFIA) in Canada and with the California Department of Food and Agriculture (CDFA) in California. LysteGro has a solids content ranging from 13 – 16% with a viscosity below 10,000 centipoise. This means that it is fully pumpable using traditional liquid manure handling and application equipment.

There are several advantages to producing and managing a Class A quality, high solids liquid biosolids fertilizer.

Simple and Cost Effective Liquid Pumping and Storage Systems

Pumping LysteGro from processing to storage and from storage to truck loading is completed with standard pumps proven within the industry. This allows for rapid, familiar and low maintenance pumping operations, and accurate quantification of the volumes. Liquid solutions offer automation that is not possible with solid loading operations which often requires manned loading equipment. Concentrated liquid storage solutions reduce site footprint compared to solid options as storage tanks can be constructed with practically unlimited vertical storage capacity unbound by the slumping properties of dewatered biosolids.





Transportation Loading and Unloading Efficiencies

Depending on the site requirements, loading of tanker trucks can be completed quickly (5 – 10 minutes at larger facilities) and accurately. Additionally, the product can be transferred to the application tank in the field in as little as 5 minutes. The result is an efficient and clean program at both the facility and field sites with minimal staffing requirements.

Odor Mitigation with Enclosed System

From the point of production to application in the field, the product is contained within enclosed Reactors, piping systems, storage, tanker trucks, and finally the soil. Lystek THP generates minimal process air compared to dry alternatives, which require the evaporation of water and the liberation of odorous compounds that must then be captured and treated. This is a significant advantage when managing odor throughout the life cycle of the process.

Efficient and Cost-Effective Land Application

Due to the loading methods at the facility and in the field, LysteGro application programs are highly efficient. At the field, the product is injected into the soil subsurface, requiring only one pass over the field with the application equipment. This translates to less equipment, less staffing, and less time spent on fields as well as minimizes compaction risk and facilitates application into living crops.

Application Accuracy and Nutrient Use Efficiency

The application rate is controlled with flow meters to ensure it is placed evenly and accurately throughout the field. This provides confidence that the customer can rely on the material as a synthetic fertilizer replacement. This also creates opportunities for farmers to utilize their GPS technology to place the seed close (within 2" for example) to the band of LysteGro to optimize carbon and nutrient use efficiency. The sub-surface injection of the product minimizes nitrogen loss, maximizing the effective nutrient value of the product.

Environmental Protection

LysteGro is sub-surface injected, which increases soil contact and removes the risk of run-off. Additionally, because the material is concentrated there is a dramatic reduction in the overall water volume applied per acre versus traditional liquid programs. As a result, application above the hydraulic loading rate of the soil is not a concern with this product.

Improved Optics (Out of Sight, Out of Mind)

Injection of the product minimizes soil disturbance and the outcome is a professional job with little product on the soil surface, avoiding public nuisance and concern.

Value Proposition for the Farmer

The value proposition to the farmer is to provide a consistent quality product they can rely on to improve yields and reduce input costs. LysteGro is enhanced with potassium during the treatment process, adding further benefit to the farmer. The Lystek approach to fertilizer management is preferred by farmers compared with historical application methods, as it only requires one pass to inject and incorporate the product. Additionally, it is compatible with minimum till systems, which are rapidly growing in popularity in agricultural systems throughout North America.



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E. info@lystek.com
lystek.com





Valley Sanitary District

DATE: December 13, 2022

TO: Board of Directors

FROM: Beverli A. Marshall, General Manager

SUBJECT: Authorize the General Manager to Negotiate and Execute a Contract with the Selected Consultant for Communication and Outreach Services in an Amount Approved by the Board for a 12-Month Period with an Option for Two 12-Month Extensions

Suggested Action

Approve

Strategic Plan Compliance

GOAL 4: Increase Community Understanding and Support

Fiscal Impact

The fiscal impact ranges from \$90,000 to \$141,332 depending upon which proposal is selected. The adopted budget for Fiscal Year 2022-23 includes \$75,000 for these services.

Environmental Review

This does not qualify as a project for the purposes of CEQA.

Background

The Community Engagement Committee requested that staff prepare and publish a Request for Proposals (RFP) for communication and outreach services. The RFP (Attachment D) was published on October 20 and was emailed to eight vendors that staff was able to identify that offer these services. Potential vendors had until October 28 to submit questions regarding the RFP. Staff prepared and published responses to these questions on November 2 (Attachment E). The deadline for submitting a proposal was 4:00 p.m. on November 10.

The District received three proposals, which are attached for the Board's review. All three proposals are responsive to the RFP and staff believes each of them could provide the identified services. Based on the Committee's feedback, staff is presenting all three proposals for the Board of Directors to discuss and determine which, if any, to proceed with a contract.

Recommendation

Staff recommends that the Board of Directors authorize the General Manager to negotiate and execute a contract with the selected consultant for communication and outreach services in an amount approved by the Board for a 12-month period with an option for two 12-month extensions.

Attachments

[Rojas Proposal 2022.pdf](#)

[Tripepi Smith Proposal 2022.pdf](#)

[Regional Government Services Proposal Outreach Services.pdf](#)

[RFP Communications and Outreach Services.pdf](#)

[Community and Outreach Services RFP Response to questions.pdf](#)



2022 NOV 10 3:35 PM

Fee Proposal:

For Valley Sanitary District, RCG proposes full and complete Professional Communications & Outreach Services for a monthly retainer of \$7,500, at an annual rate of \$90,000,

Cost Breakdown

RCG Fee = \$3,750/month

- Client account management
- Media Monitoring
- Public Relations
- Community outreach
- Strategic Consulting
- Branding Development

TOC Fee = \$3,750/month

- Social Media Management
- Policy and Procedures review for social media
- Content development and video editing
- Building messaging
- Branding Development

Public Relations • Marketing • Public Affairs



ROJAS
COMMUNICATIONS
GROUP

Proposal for
VALLEY SANITARY DISTRICT
Communications & Outreach Services

TABLE OF CONTENTS

Cover Letter	3
About RCG Communications	4
Statement Qualifiication.....	5
• Executive Summary	
• Qualifications & Experience	
• Evidence of CA Licensing	
• Subcontractors	
Method of Work	8
Certification of Proposal	11
Fee Proposal ... In Separate Envelope	



COVER LETTER

November 10, 2022

Ms. Beverli Marshall
General Manager
Valley Sanitary District
45-500 Van Buren St.
Indio, CA 92201

Dear Ms. Marshall,

We are honored to share our proposal to provide communications outreach services to the Valley Sanitary District. We have thoroughly reviewed your scope of work requirements and, given our background in serving municipal clients, trade association and corporations many of which are in California, we believe we can make a very positive commitment to the performance of public relations, communications and community outreach to VSD.

RCG is a full service communications firm with expertise in public relations, marketing and public affairs servicing local government agencies. RCG is headquartered in the city of Rancho Cucamonga in the Inland Empire.

As President of Rojas Communications Group, I will be the primary point of contact for our engagement in support to the VSD. I was born and raised in California and spent most of my 25 years plus of professional experience working in California addressing municipal project needs throughout the State and throughout the country.

To achieve a strong and complementary focus for your communications outreach services agenda, we are partnering with the TOC Public Relations a consulting firm with deep experience in California working with government agencies in social media website consulting. We have known and worked with the CEO of TOC Public Relations, Tamrin Olden for over five years and find her California local government experience very complementary to our own at local government communications, public relations community outreach. Rojas Communications Group has offices in Los Angeles, Sacramento & San Diego.

In summary, our success as a firm is due to the breadth and depth of our knowledge, contacts, and skills that were developed through years of experience as former senior staff members in various government agencies. Our combined team will start with your Communications Framework and in working with you, perform a complete mapping of needs assessment opportunities to build both a customized communications and outreach plan that will guide our engagement and measure performance. We look forward to the potential of working with you and representing your needs and goals.

Sincerely,

Jaime Rojas

Jaime Rojas, President
Rojas Communications Group
10808 Foothill Blvd., Suite 160-516
Rancho Cucamonga, CA 91730
213.400.8664
Jaime@rojascommunications.com



ABOUT RCG COMMUNICATIONS

Rojas Communications Group was established by its President Jaime Rojas in 2014. He saw a need for a Latino-owned communications firm to fill the void of providing high quality communications services for local government agencies, trade associations and companies throughout California. Headquartered in Los Angeles, the firm opened up satellite offices in San Diego and Sacramento in order better service our various clients in the State.

PUBLIC RELATIONS

Connecting With People.

RCG handles all aspects of your public relations, from your local community to world-wide solutions. We are the professionals that will keep your government agency, association & company seen in the most favorable image in the public's eye!

- PIO Training & Staffing
- PR Consulting & Training
- Community Outreach
- JIC Planning & Staffing
- Media Relations
- Crisis Management
- Spokesperson Services
- Content Development
- Event Planning
- Customized Consulting

MARKETING

Promoting Your Brand.

RCG is in the business of helping you promote and sell products or services. We assist you in creating & maintaining your brand!

- Digital Marketing
- Branding
- Print Media
- Social Media Management
- Customized Consulting
- Customer Calling Center
- Polling/Survey Services
- Event Planning
- Customized Consulting

PUBLIC AFFAIRS

Advocating For You.

RCG is in the business of relationships. We will help you in building & developing relations between various stakeholders, including organizations, elected officials, governments & other decision-makers.

- Government Relations
- Legislative / Agenda Monitoring
- Tracking Media
- Strategic Messaging
- Stakeholder Outreach
- Ballot & Issues Campaign Consulting
- PAC Management
- Client Representation at Government Meetings & Conferences



STATEMENT OF QUALIFICATIONS

Rojas Communications Group will be the lead firm on this proposal. In addition, the firm TOC Public Relations will be part of the team to take lead on various aspects of the services as outlined by Valley Sanitary District's RFP.

1. Executive Summary

RCG is a full-service communications firm with expertise in public relations, marketing and public affairs servicing local government agencies. RCG is headquartered in the city of Rancho Cucamonga in the Inland Empire.

Rojas Communications Group will be the primary point of contact for our engagement in support to the VSD. RCG was established in 2014 and its President, Jaime Rojas, has over 25 years of professional experience working in California addressing municipal needs throughout the State and throughout the country. He has worked in The White House's Office of Public Liaison PR department of the White House specifically working with Latino constituent outreach. He also was the CEO of California Hispanic Chamber of Commerce managing the operations to include internal communications, public relations, and outreach to its members and various stakeholders.

To achieve a strong and complementary focus for your communications & outreach services agenda, we are partnering with the TOC Public Relations a consulting firm with deep experience in California working with government agencies in social media & website consulting. We have known and worked with the CEO of TOC Public Relations, Tamrin Olden for over five years and find her California local government experience very complementary to our own at local government communications, public relations community outreach. She has over 18 years of experience in local government public relations.

Our combined team will start with your Communications Framework and in working with you, perform a complete mapping of needs assessment opportunities to build both a customized communications and outreach plan that will guide our engagement and measure performance. We look forward to the potential of working with you and representing your needs and goals.



Qualifications & Experience

The RCG team has over four decades of combined experience in local government public relations, communications and community outreach. The core skills and experience our team has are the following:

- Media Relations
- Crisis Communications
- Social Media Management & content development
- Website Management
- Graphics and Video design
- Community engagement & education
- News release, newsletter and blog writing
- Translations of content in various languages, including Spanish
- Personnel/workforce recruitment/outreach for future VSD staff
- Event planning and coordination
- Project Management

The RCG team has the experience to manage as outlined in the RFP:

1. Account Management

- a. Monthly strategy discussions
- b. Monitor local & national publications on-line alerts for VSD stories
- c. Translate Spanish other language translation services
- d. Create annual calendar for communications plan its execution
- e. Review and update all necessary policy & procedures

2. Community Outreach

- a. Develop monthly digital news platform to educate all stakeholders
- b. Work with all VSD partners and build communication partnerships
- c. Create news releases, media advisories, blogs, articles, website content, & facts sheets
- d. Develop strategies for community promoting marketing

3. Public Relations

- a. Develop brand development strategy and plan
- b. Enhance VSD's social media presence with other platforms
- c. Create public relations strategies plan
- d. Review & update new customer on-boarding engagements
- e. Create & update crisis communications plan

4. Social Media

- a. Review & Update current policies procedures
- b. Review and recommendations of new social media platforms for engagement
- c. Content creation, message creation, social media team management, strategy development, posting, monitoring and response.



3. Qualifications & Experience

- No State of California license is necessary for providing communications and outreach services.

4. References

- See below for detailed information of references

5. Subcontractors

- TOC Public Relations, Tamrin Olden, President
- Subcontractor will assist in providing social media consulting

REFERENCES

David Reynoso, Chief of Police (Recently Retired)

11333 Valley Blvd., El Monte, CA 91731

626.705.7598

Development and implementation in partnership with Transcend Health to provide residents of El Monte no cost covid testing. Provided public relations, government affairs & media relations services to the City.

Enriqu Zaldivar, *City Manager, City of Baldwin Park*

14403 Baldwin Park, CA 91716

626-960-4011 • ezaldivar@baldwinpark.com

Community outreach project with partner Transcend Health Development and implementation in partnership with Transcend Health to provide residents of El Monte no cost covid testing. Provided public relations, government affairs & media relations services to the City.

Tom Mauk, *City Manager of Whittier/ Chief Executive Officer of Orange County (retired)*

13230 Penn Street, Whittier, CA 90602

714-326-7482 • tgmauk@aol.com

Community outreach project in the Santa Ana core business district focused on Latino outreach to Spanish speaking business owners.

Chuck Kaye, *Chief of Police, Coronado*

700 Orange, Ave, Coronado, CA 92118

619-522-7350

Social media consulting with TOC Public Relations.



Method of Work

A communications strategy and public outreach plan is necessary for all public agencies. It is an important blueprint for not only to provide information for VSD's customers but also provide information to all VSD employees and various other stakeholders. This plan will provide not only provide direction but also the steps to get there. It the same time this plan is a breathing and living document. It is not written in concrete but provides the framework. With this being said, it allows the VSD to make any necessary changes to the plan along the way to be able to adapt to unforeseen changes in the organization, community and service area. RCG begins this process by organizing and scheduling meetings with VSD's various stakeholders which include board of directors, department heads, employees, and various customers, both residential and commercial areas. These meetings will provide lenses from various points of view and will allow a more inclusive, well-rounded plan which meets the needs of its various stakeholders. The stakeholder's meetings will also allow VSD to evaluate current methods used by VSD and understand perception both internally and externally.

Public Relations

1. Communication Strategy Plan
2. Annual Public Outreach Plan
3. Develop Plan for Centennial Celebration

Timetable

Time has many variables that can either speed up or slow down the process. The timetable will depend on the following three factors.

- Scheduling of initial stakeholders meetings
- Evaluation of current methods
- Review drafts of Communications Strategy & Annual Public Outreach Plan

Social Media

The VSD's social media is a component of the agency's public outreach activities and to assist in the conduct of and to promote VSD's business. Social media programs include, but are not limited to, Facebook, LinkedIn, Twitter, Instagram, & other platforms.

The purpose of the VSD's website and social media programs is effective communication that ensures the VSD is recognized as a credible, effective and reliable authority for collecting, treating, reusing wastewater, management in a safe & cost effective manner. The VSD's use of websites and social media programs should be to:

- Maintain and enhance credibility and public trust.
- Inform the public of what services the agency provides.
- Promote the agency's programs and activities.
- Promote community partnerships and community events.
- Provide accurate information to the public regarding incidents and public service announcements.



OUR TEAM

JAIME ROJAS, JR.



Jaime has a B.S. and an M.P.A. in Public Administration from the University of Southern California. He has more than 20 years of government and lobbying experience, including as a government relations executive for companies like United Parcel Service and Lucent Technologies. He began his political and government experience as an intern in The White House under the Clinton Administration. He worked for The White House's Office of Public Liaison and Latino Outreach for President Clinton, as well as for The White House Initiative on Educational Excellence for Hispanics. Jaime was then hired on the Clinton re-election campaign team as a consultant for Latino statewide outreach in California.

Jaime has developed strong local, state, and national relationships with various elected officials, senior level municipal administrators and their staff because of his successful client work through the years. Jaime understands the symbiotic relationships between government, business, and local communities. He uses this critical knowledge and combined understanding of government to assist his clients to successfully maneuver through the labyrinth of government.

He is the former President and CEO of the nearly 600,000 member-strong California Hispanic Chambers of Commerce (CHCC), an organization committed to promoting a favorable business climate for emerging businesses, advancing economic development and supporting legislative advocacy focused on California's business community. Jaime has also served on the Board of Directors for the CHCC and the Los Angeles Metro Hispanic Chamber of Commerce.

Jaime has served as a visiting scholar at USC's Sol Price School of Public Policy's graduate school program and has taught classes on government relations and lobbying. He published his first book in 2011 entitled, "The Conservative's Pocket Constitution" and the second edition was released in November 2016.

Current: RCG, President



OUR TEAM

TAMRIN OLDEN



Tamirin Olden has over 19 years of experience doing public relations for local government and law enforcement agencies, including 12 years with the Chino Police Department. As a communications manager, she has developed and managed all aspects of public relations, from marketing and branding to social media and media relations (PIO).

Tamarin has managed communications for multiple critical incidents and has established a positive reputation amongst government and media professionals for professionalism, innovation, and transparency. In addition, over the last seven years, She has worked with dozens of organizations, businesses, non-profit groups, and associations to provide training, websites, digital marketing, and communications consulting through her companies Law Enforcement Social and TOC Public Relations.

From managing social media to graphic design, website management, and news conferences, she has the skills and experience to provide A to Z public relations services to fit the individual needs of clients. Tamarin is a strategic partner of Rojas Communications Group.





October 20, 2022

RE: Notice of Verification & Certification

Jaime Rojas
Rojas Communications Group
3782 Plum Way
Rancho Cucamonga, CA 91739

Supplier Clearinghouse Verification Order Number: 22000766

Congratulations, the Supplier Clearinghouse is pleased to inform you that in accordance with General Order 156, your business enterprise has successfully completed the verification process, and your company has received the following certification: **Minority Business Enterprise (MBE)**.

Your company will now be recognized by the Joint Utilities as a Minority Business Enterprise (MBE) when competing for procurements by public utilities participating in the Utility Supplier Diversity Program.

Your certification is valid for three years and you are required to re-verify your company's certified status at least 30 days prior to October 20, 2025. Please notify our office of any change in your address or contact information so that we can maintain your most current contact information. You must notify our office of any change in ownership and/or control of your company within 30 days of the change. Failure to provide that notification is in violation of section 8285 of the Public Utilities Code and could render your certification status invalid.

The Supplier Clearinghouse may request additional information or conduct an on-site visit at any time during the term of your verified certification status. The Supplier Clearinghouse may reconsider your certification status and possibly rule invalid your verified status if it is determined that the status was knowingly obtained by false, misleading and/or incorrect information. Also note that if in a formal opinion, the California Public Utilities Commission determines that the WBE/MBE/LGBTBE/PDBE verification criteria under which you were deemed eligible is no longer valid, then your status may change or you may be required to comply with the change to maintain eligibility.

Thank you for participating in the Utility Supplier Diversity program. We wish you much success in your business endeavors. Feel free to contact our office if you have questions, or visit our website at www.thesupplierclearinghouse.com.

The Supplier Clearinghouse

3525 Hyland Ave., Suite 135

Costa Mesa, CA 92626

Phone (800) 359-7998

Fax (888) 549-3803

info@thesupplierclearinghouse.com

www.thesupplierclearinghouse.com

Proposal for:
RFP for Communications and Outreach Services

Valley Sanitary District



November 8, 2022
VALID FOR 90 DAYS

Submitted by:
Ryder Todd Smith, Co-Founder & President
Kaitlyn Wu, Senior Business Analyst

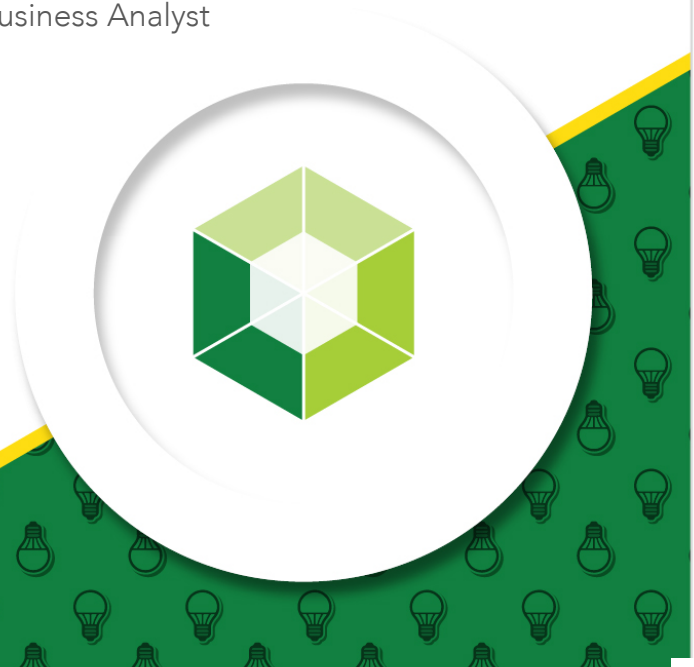




Table of Contents

Table of Contents	2
A. Cover Letter	3
B. Proposer Statement of Qualifications.....	4
C. Proposed Method to Accomplish Work	17
D. Certification of Proposal	21
E. Sealed Fee Proposal.....	21
F. Attachments.....	30

Tripepi Smith Testimonial

“

Tripepi Smith has consistently delivered high-quality writing, impressive visuals and constructive insights that benefit our residents.

Indian Wells wants to ensure we communicate with both residents and businesses, and Tripepi Smith has helped improve and heighten our outreach and engagement efforts for each of those groups.

”

Chris Freeland

City Manager,
City of Indian Wells





A. COVER LETTER

Thank you for the opportunity to present Tripepi Smith’s offerings in response to the Valley Sanitary District’s (VSD/District) RFP for Communications and Outreach Services. This proposal offers the full array of Tripepi Smith services related to delivery on the requested needs of the District. This proposal is good for 90 days.

Tripepi Smith is a team of 47 communications experts—robust enough to offer experienced and effective professionals for the job, yet small enough to be nimble and responsive. We offer a spectrum of skills that allows us to match the appropriate resource to the task at hand, letting us execute faster and reduce engagement costs. These resources vary by both years of experience and core hard skills (graphic design versus videography versus writing versus social media, for example). The result: we have the ability to tell a complete story across mediums, all within our one team. The District will need only one communications partner.

Tripepi Smith is a force multiplier for the communication operations in local governments across California. From Napa to Pismo Beach to Costa Mesa Sanitary District to Carlsbad and out to Indian Wells, Tripepi Smith is actively working with dozens of public agencies. We gain insights from the breadth of our work and share that knowledge with our clients. No other communications firm has the client depth and diversity that Tripepi Smith offers. We are willing and able to comply with the insurance requirements of the District.

We look forward to the opportunity to help tell the story of Valley Sanitary District for the benefit of its customers, businesses and partners.

I affirm that I have the authority to bind Tripepi Smith for this proposal (Exhibit B has corporate resolution).

Regards,

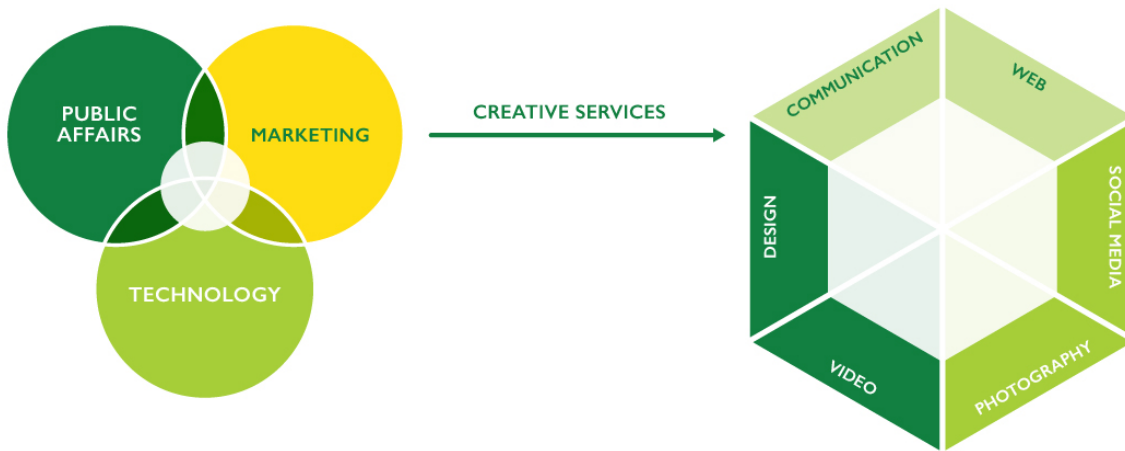
Ryder Todd Smith
Co-Founder & President
Tripepi Smith & Associates, Inc.
PO Box 52152, Irvine, CA 92619
(626) 536-2173 • ryder@tripepismith.com • FAX: (949) 679-8371



B. PROPOSER STATEMENT OF QUALIFICATIONS

1. Executive Summary

Tripepi Smith excels at public affairs. We work in a complex environment where successful communications go hand-in-hand with marketing and technical expertise. As a full-service public affairs and creative services firm, Tripepi Smith delivers strategy, outreach and design tailored for local government, public agencies, nonprofits and private companies—each strongly represented in our client list.



At Tripepi Smith, experienced Directors and Analysts drive strategy and implement messaging. Full-time creative professionals generate compelling branding, websites, design, social media, photography and video. The collaboration between Creative Services and Analysts keeps communications engaging and on-message, and a diversity of skillsets and expertise allows Tripepi Smith to offer clients exactly the level of service they need.

Our firm operates in a virtual office environment. Being virtual allows us to engage the right talent at the right time, and it enables us to operate more efficiently to save money for our clients.

Grounded in civic affairs: Co-founder and CFO Nicole Smith is a 2nd-generation civic affairs professional (her father was a city manager for 30 years). Meanwhile, co-founder and president of Tripepi Smith, Ryder Todd Smith, brings over a decade of public agency marketing and communications experience to the table.

Legal Structure and Financial Matters

Tripepi Smith is a California S Corporation. Ownership is equally split between Co-Founders Nicole D. Smith and Ryder Todd Smith.



Tripepi Smith has been incorporated since 2002 and has generated a profit every year it has been in operation. We have never had a legal claim filed against us and have never failed to fulfill a contract commitment. Tripepi Smith will provide the insurance and indemnification required.

Tripepi Smith recognizes the important interplay of public affairs across communication mediums.

It's about presenting ideas that advance communities and public institutions. An important corollary to this is providing the creative services that can build materials to engage audiences and make ideas resonate. Tripepi Smith's multi-faceted design team enables us to reach these goals and lead effective creative strategy.

Strategic

Tripepi Smith is a provider of technology, communications and public affairs services. We leverage our skills and experiences in each of these areas to deliver efficient, technologically driven communication solutions that reflect our deep understanding of local government. Our team has a strong record of working with public agencies, special districts, joint powers authorities and not-for-profit organizations throughout California to better engage and connect with their stakeholders and community.

Creative

Tripepi Smith's creative professionals have worked with public and private clients on imagery, colors and graphic design in an array of projects. Our firm offers creative services that address not only traditional media such as print, websites, logo design and advertising but also non-traditional marketing services around email campaigns, social media, blogging, SEO, video production and more. This integrated approach to content development makes the process more efficient and more effective for clients.

Content x Distribution = IMPACT

Tripepi Smith was born in the digital era and brings significant technical skills to the table. Members of our team carry technical certifications in Hootsuite Social Media Marketing, Facebook Blueprint, Google Advertising, Google Analytics and Twitter Flight School, among others. We take digital seriously and recognize how critical it is to not only develop great visuals and messaging, but to ensure the audiences we want to reach actually see that content. Without content distribution, there is no impact.

Tripepi Smith Testimonial

“ Being transparent about water quality with our residents and addressing their questions is important to the City of Lomita. Tripepi Smith brought technical skills and an understanding of water policy in California to the table that enabled the City to complete the website in less than four weeks. **Tripepi Smith offered a quick single-stop solution to the City's needs, and they were a great partner to us.** ”

Ryan Smoot
City Manager, Lomita





2. Qualifications and Experience

Founded in 2000 and incorporated in 2002 as a California Corporation, Tripepi Smith is based in Orange County and has conducted business for more than 20 years. Our firm understands California, the people, the nuances and differences between the various regions, both politically and personally.

We operate in a virtual office environment. Being virtual allows us to engage the right talent at the right time, enabling us to operate more efficiently to save money for our clients. That said, the team—47 members strong and composed of policy wonks, creative message developers, technology gurus and graphic and fine artists—is located throughout California, Arizona, New Mexico and Texas.

Tripepi Smith Testimonial

“ Thanks to Tripepi Smith, we’ve made significant strides in our outreach. In four years, we’ve achieved several milestones with the team.

Tripepi Smith fully immerses themselves in our situations to get a clear understanding of the developments and challenges that the Paramount community faces. They then provide input and recommendations which I have found to be immensely valuable for our City’s communication efforts. The team at Tripepi Smith have truly become a valued partner in our City’s ongoing success. ”



John Moreno
City Manager, Paramount

Tripepi Smith is unique in its mix of three key areas: marketing, technology and public affairs. The firm’s clients include a number of nonprofits, public agencies and private companies that operate within the public sector. Much of messaging, outreach and advancing policy happens through digital communications—an area traditional public affairs firms have not been quick to adopt. Yet Tripepi Smith has jumped in with online technologies to bring tools that are more common in the private sector to public agencies. The Tripepi Smith team includes people who are certified in social media











marketing by Hootsuite, are Facebook Blueprint Certified, and have been certified in Google Analytics and Google Ads through Google—and our firm, as a whole, has achieved Google Partner status.

Despite a focus on technologies, the firm is deeply committed to understanding our clients and key messaging. Through regular conference participation, training and formal classroom work, members of the Tripepi Smith team are well-versed on public policy and California’s political landscape. Our ongoing enrichment in matters of local government and policy enables us to execute more efficiently and craft messaging that is impactful, providing value to our clients.








Tripepi Smith is robust enough to offer experienced and effective professionals for the job, yet small enough to be nimble and responsive. The firm offers a spectrum of skills that allows us to match the appropriate resource to the task at hand, letting us execute faster and reduce engagement costs. These resources vary by both years of experience and core hard skills (graphic design versus videography versus writing versus social media, for example). The result: we have an ability to tell a complete story across mediums, all within our one team.

Our Services

Strategy, Marketing, Communications

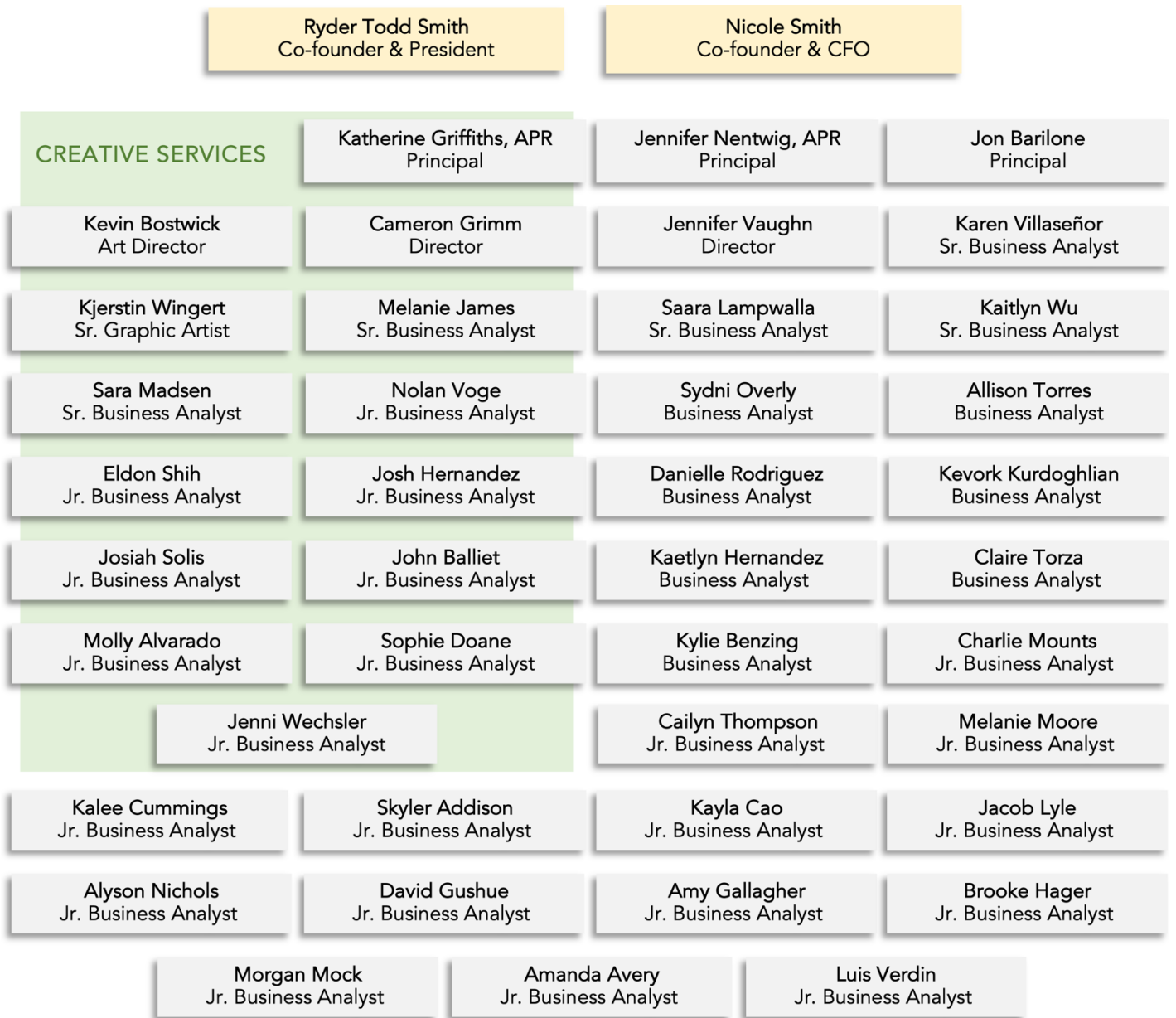
-  Strategic development, research, surveys, messaging
-  Social media management
-  Web and social media strategy, optimization (SEO), metrics
-  Web hosting and support
-  Email campaigns
-  Relations (media, stakeholders, public, government)
-  Support and training for events, presentations and virtual gatherings
-  Google AdWords, LinkedIn and Facebook advertising

Creative Services

-  Full-service graphic design for digital, print and outdoor
-  Brand and logo development
-  Content generation, writing and editorial
-  Output services (digital distribution, print management, mail management)
-  Photography, illustration and information graphics
-  Video and animation
-  Web design and implementation



Team Tripepi Smith – Org Chart





Client Roster

Tripepi Smith has been selected to work with over 60 local government agencies to help with their communications. We can provide you with contacts at any of these clients and are confident you will find them to be quite happy with our services. City or city-related clients we are actively supporting are **bolded**.

California City Management Foundation

City of Aliso Viejo

City of American Canyon

City of Azusa

City of Bellflower

City of Burlingame

City of Claremont

City of Coronado

(City of) Culver City

City of Cupertino

(City of) Daly City

City of Danville

City of Duarte

City of El Cerrito

City of Fountain Valley

City of Foster City

City of Fullerton

City of Gilroy

City of Grover Beach

City of Hawaiian Gardens

City of Huntington Beach

City of Indian Wells

City of Industry

City of Irvine

City of La Cañada Flintridge

City of La Palma

City of La Puente

City of La Verne

City of Lake Forest

City of Laguna Hills

City of Laguna Niguel

City of Lancaster

City of Livermore

City of Lomita

City of Lynwood

City of Manhattan Beach

City of Manteca

City of Martinez

City of Millbrae

City of Morgan Hill

City of Murrieta

City of Napa

City of Norwalk

City of Orange

City of Orinda

City of Palm Desert

City of Palmdale

City of Paramount

City of Pismo Beach

City of Pomona

City of Rancho Palos Verdes

City of Rancho Mirage

City of Riverbank

City of Rolling Hills Estates

City of Santa Ana

City of Santa Clarita

City of Santa Cruz

City of Santa Paula

City of Saratoga

City of Stanton

City of South Gate

City of Tracy

City of Vallejo

City of Vista

City of Walnut

(City of) Yuba City

Town of Windsor

County of Merced

County of Fresno

County of Sonoma

County of Santa Barbara

County of Kings

California Contract Cities Association

CalChoice Energy CCA

California Joint Powers Insurance Authority

Citrus Heights Water District

Claremont McKenna College

Costa Mesa Sanitary District

El Toro Water District

Independent Cities Association

Independent Cities Finance Authority

Inland Empire Utilities Agency



Institute for Local Government
League of California Cities
Municipal Management Association of Northern California

Municipal Management Association of Southern California
Orange County City Manager Association
Orange County Sanitation District

Palmdale Water District
Rowland Water District
San Gabriel Valley City Managers' Association
South Orange County Wastewater Authority

Local Government Affiliation and Support

Tripepi Smith is firmly committed to the local government world and actively supports the local government association and professional staff who make cities work. Our sponsorship and affiliation with professional industry groups includes:

- California City Management Foundation
- California Association of Public Information Officials
- California Special Districts Association
- League of California Cities
- California Contract Cities Association
- Independent Cities Association
- Orange County City Manager Association
- Cal-ICMA
- San Gabriel Valley City Managers' Association
- Municipal Management Association of Northern California
- Municipal Management Association of Southern California
- Institute for Local Government
- University of Southern California City/County Management Fellowship
- Washington City/County Management Association



Proposed Team

It is anticipated that **Kaitlyn Wu** will be the account lead. Tripepi Smith Principal **Ryder Todd Smith** will make leadership presentations, collaborate with senior and executive staff in ideation and brainstorming and help address crises. Ryder will also provide his cell phone number to District staff and remain available 24-7 to answer questions, develop strategies and otherwise advance the engagement. Art Director **Kevin Bostwick** will provide design direction to the Tripepi Smith creative team to fulfill creative needs of this engagement. Junior Business Analyst **Cailyn Thompson** will act as project manager and can advise staff on email marketing best practices, stakeholder outreach, communication and engagement initiatives and relations with sister agencies and community partners. Junior Business Analyst **Luis Verdin** will provide editorial calendar maintenance, social media management, social media and media monitoring, writing and translation support, metric dashboard creation and other duties as assigned.

Of course, Tripepi Smith is a collaborative firm, with many available skillsets. Resources will be brought to the table when necessary to aid the District in telling its story.

Team Details

(See the Resume Exhibit A for full professional experience, education and degrees)

Team Member	Role Description
<p>Ryder Todd Smith Principal <i>Role: Strategy</i></p> <p>Based in Ladera Ranch, CA</p>	<p>Ryder has a mixed background in the worlds of government relations, technology and marketing. He served as the SVP of Operations and Chief Information Officer for a software-as-a-service startup in the financial services sector. Prior to that, he was the technology manager for a regional staffing firm. Ryder leads Tripepi Smith and is the ultimate project owner on all work handled by the firm. He is the creator of the City Internet Strategies Study, publisher of the Civic Business Journal, publisher of PublicCEO and a frequent speaker on the local government circuit. His insights have been published in Western City and PM magazines. He volunteers his time as vice chair of the Rose Institute of State and Local Government Board of Governors and previously served as a Planning Commission for the City of Tustin. Ryder graduated from Claremont McKenna College with a Bachelor of Arts in Philosophy, Politics, Economics and a dual degree in Economics.</p>



<p>Kevin Bostwick Art Director <i>Role: Design Strategy</i></p> <p>Based in Claremont, CA</p>	<p>Kevin is an experienced Art Director and creative manager. He delivers powerful ideas visually, distilling unexpected stories from challenging content and designing media for understanding and absorption. He directs and executes for digital, interactive and print mediums...delivering across a blend of channels, particularly for learning, data-display and presentation. His work for major clients has included digital tools, logos, presentation, interactive learning, advertising and print design. He navigates the whole ecosystem, working with high-powered stakeholders to shape concepts, UX, branding, strategy, writing, asset management, information architecture, and infographics. Kevin's client work includes City of Aliso Viejo, City of Cupertino, Pivot Charter Schools, California Joint Powers Insurance Authority and Renne Public Law Group.</p>
<p>Kaitlyn Wu Senior Business Analyst <i>Role: Account Lead</i></p> <p>Based in Riverside, CA</p>	<p>Kaitlyn is a seasoned outreach professional with more than seven years of experience in public sector communications and higher education outreach. Throughout her career, Kaitlyn has spearheaded content strategy and copywriting for newsletters, annual reports, websites, social media, op-eds and more. In addition, she has managed water education programs and workforce development initiatives for K-12 students and beyond. Through strategic communication efforts, Kaitlyn helps organizations educate stakeholders and produce positive change within their communities.</p> <p>Kaitlyn is a certified Hootsuite Social Marketing Professional and holds the J. Lindsey Wolf Certificate in Communications from the California Association of Public Information Officials (CAPIO). In addition, she has completed CAPIO's Emergency Communications Academy, hosted in partnership with CalOES. Her clients include Costa Mesa Sanitary District, Santa Clarita Valley Water Agency, City of American Canyon, City of Costa Mesa, City of Napa, City of Fontana, City of Orinda and City of Jurupa Valley.</p>



<p>Cailyn Thompson Junior Business Analyst <i>Role: Project Manager</i></p> <p>Based in Long Beach, CA</p>	<p>Cailyn brings a strong work ethic and open-minded dynamic to the Tripepi Smith Team with a background in recreation, collegiate athletics and event management. She recently graduated from St. John’s University (SJU) with a Master of Business Administration degree in Strategic Management and a Bachelor of Science degree in Sport Management with a minor in Business Administration. She developed her skills in leadership, organization and event management in her time at SJU with on-campus internships, the graduate assistantship program and summer employment with the City of Cypress Recreation.</p> <p>Cailyn is a certified Hootsuite Social Marketing Professional. Her client work includes the City of Fontana, City of Jurupa Valley, City of Renton, City of Tracy and the City of Downey.</p>
<p>Luis Verdin Junior Business Analyst <i>Role: Project Support</i></p> <p>Based in Upland, CA</p>	<p>Luis is a marketing professional with a versatile set of skills including graphic design, account management, marketing strategy and more. With a degree in Psychology and Philosophy from Claremont McKenna College, Luis is passionate about exploring the interaction between creative and analytical aspects of marketing. Luis has honed his marketing skills through previous internships and mentorships where he worked with clients such as BlocPower, Circuit and Walgreens. Luis is also bilingual in the Spanish language.</p> <p>Luis is a certified Hootsuite Social Marketing Professional.</p>

Resumes for this team who would be assigned to the Valley Sanitary District (VSD) engagement are included as Exhibit A in the back of this response.

Relevant Contracts

Tripepi Smith is currently actively engaged with dozens of local government agencies throughout California. The following are just four sample engagements that align with the services and scope the District has requested in its RFP. Names in **bold** are those anticipated to work on this engagement.



1. The **City of Indian Wells** has been a client of Tripepi Smith’s since 2018, tapping into the breadth of our team’s skillset. Our scope of services primarily entails graphic design, news article and press release writing, website content updates and social media. We also provide a quarterly detailed metrics report to the client on the overall outreach numbers for the City to ensure clarity on both the quality of content *and* the overall distribution of that content to members of the community. Additionally, we provide support on editorial calendar creation and maintenance, media relations, strategic messaging, quarterly strategy meetings and video production. Indian Wells first engaged Tripepi Smith for an express communications assessment.
 - 🌟 Project Team: Principal **Ryder Todd Smith**, Director Cameron Grimm, Art Director Kevin Bostwick, Business Analyst Kaetlyn Hernandez, Junior Business Analyst and Graphic Designer Jenni Wechsler, Junior Business Analyst and Videographers Nolan Voge and Josiah Solis, Junior Business Analyst Luis Verdin
 - 🌟 Date Completed: Ongoing retainer
 - 🌟 Total Project Cost: \$87,120 per year

2. Tripepi Smith has supported the **Costa Mesa Sanitary District (CMSD)** for nearly three years now. Initially, CMSD tapped Tripepi Smith for an express communications assessment. CMSD later engaged Tripepi Smith for ongoing communications support in the form of the development of a communications plan, culling an email list, curation of a 12-month social media calendar, outreach regarding four awareness campaigns, metric reporting, quarterly onsite trainings, video productions, stock photography services and general communications advice.
 - 🌟 Project Team: Director Jen Nentwig; Senior Business Analyst **Kaitlyn Wu**; Junior Business Analyst Molly Alvarado
 - 🌟 Date Completed: Ongoing retainer
 - 🌟 Total Project Cost: \$18,462 for express communications assessment; \$4,789 monthly retainer for ongoing communications support

3. In the **City of Duarte**, Tripepi Smith works with the city manager’s office in a broad and consistent engagement to advance communications and augment the work of staff. The baseline engagement includes writing press releases and articles, updating the City website, managing social media, redesigning and creating the quarterly *City News* newsletter, developing a style guide, hosting quarterly strategy meetings with department heads, delivering monthly metric reports, advising staff on the City’s upcoming website redesign and auditing City communications in an express assessment report. Duarte previously engaged Tripepi Smith for its first communications assessment as well as for videography, photography, drone, graphic design and email marketing services. After a 2.5-year engagement, the City just signed



on for another 3 years with an expanded scope covering the management of its PEG channel.

- ✿ Project Team: Senior Graphic Artist Kjerstin Wingert, Senior Business Analyst Saara Lampwalla, Business Analysts Claire Torza and Danielle Rodriguez, Junior Business Analysts Amy Gallagher, Molly Alvarado and David Gushue
- ✿ Date Completed: Ongoing retainers
- ✿ Total Project Cost: \$135,420 per year currently; \$2,250 for newsletter redesign, \$7,250 for style guide; \$5,250 for express communications assessment

Work Samples

The following examples highlight work that speaks to the scope of work as outlined in your Communications and Public Outreach RFP.

Customized digital portfolio for Valley Sanitary District:
www.TripepiSmith.com/VSD-RFP

We encourage you to see all the work we have done for clients through our online portfolio at www.TripepiSmith.com/Work

3. Evidence of California Licensing

Not applicable for the current scope. Tripepi Smith is happy to discuss this with the District if needed.

4. References

Description	
<p>City of Indian Wells Chris Freeland City Manager 760.346.2489 cfreeland@indianwells.com 44950 El Dorado Drive, Indian Wells, CA 92210</p>	<p>Express Communications Assessment, strategy and action items, social media management, social media and media monitoring, videography, quarterly metrics reporting, photography, graphic design, bi-weekly client calls and quarterly strategy discussions.</p> <p>Period: 2018 to present</p>



<p>Costa Mesa Sanitary District Nabila Guzman Management Analyst 949.645.8400 ext. 230 nguzman@cmsdca.gov 290 Paularino Avenue, Costa Mesa, CA92626</p>	<p>Express Communications Assessment, graphic design, content production support, video production support, photography services, media outreach, social media management, communications and leadership strategy, metric reporting, website content updates, copywriting services, quarterly communications calendar planning, professional development training.</p> <p>Period: 2020 to present</p>
<p>City of Duarte Dan Jordan City Manager 626.590.4633 djordan@accessduarte.com 1600 Huntington Drive, Duarte, CA 91010</p>	<p>Tripepi Smith conducted a full communications assessment for the City of Duarte in 2014. After ad hoc video, photo and email outreach work over a few years, the City engaged Tripepi Smith in 2020 to refresh the 2014 communications assessment, create a style guide, consult in creating a new website and to redesign its quarterly newsletter. Additionally, the City entered a retainer agreement for social media services, writing news articles and press releases, updating the website, delivering monthly metrics reports, conducting weekly project management calls as well as quarterly strategy calls with leadership and to produce the quarterly newsletter.</p> <p>Period: 2014 to present</p>
<p>City of Palm Desert Anthony Mejia City Clerk 760.346.0611 amejia@cityofpalmdesert.org 73510 Fred Waring Drive, Palm Desert, CA 92260</p>	<p>Graphic design, Spanish translation services, video production, social media, animated video, print newsletter, media relations, facilitating virtual meetings, online workshops, bilingual websites, digital placements.</p> <p>Period: 2020 to present</p>



5. Subcontractors

If needed, Tripepi Smith may use subcontractors for video work, printing or mailing. These are often determined at the time of the need any may vary based upon the situation. However, here is a list of potential firms or people we routinely subcontract with:

- InfoSend – Print and Mail House Services
- DLS Printer Services – High-end Printing for Collateral
- Emily Baker – Voiceover Work

C. PROPOSED METHOD TO ACCOMPLISH WORK

Tripepi Smith begins all engagements with a kickoff meeting with the client to introduce personnel to one another; define Key Performance Indicators (metrics, goals and timelines); review project management processes and tools; and ensure each team member has a full understanding of their responsibilities.

Tripepi Smith primarily uses the following tools to manage projects:

- Google Suite for email, creating real-time collaborative documents, and instant messaging;
- Dialpad Meetings or Zoom for conference calls;
- Sprout Social for social media management;
- Meltwater for social media and media monitoring;
- Mavenlink for project/task management, internal project status updates, and time entry.

These project management tools enable project manager(s) to quickly determine a project’s budget status, review the schedule of tasks and send rapid notifications to the whole team if issues arise.

Outside of regular check-in calls, the District may contact Kaitlyn Wu, project lead, with any questions, requests or issues. Kaitlyn will then swiftly relay instructions to the rest of the team. Should a serious issue arise that could impact a deliverable, she will arrange a meeting with all team members to discuss potential solutions. For example: if more resources are needed to execute on a deliverable or speed up a process, Tripepi Smith can immediately tap into its internal talent pool.

Principal Ryder Todd Smith will also be available 24-7 to address the District’s needs.

Fixed (One-Time) Deliverables

Centennial Celebration Development and Programming

In conjunction with District staff, Tripepi Smith will assist with developing a list of activities and strategy for obtaining event sponsors for the 2025 Centennial Celebration. In addition, Tripepi



Smith’s creative team will design a special 100th Anniversary logo to be used on event outreach materials. Design of the logo will include two rounds of revision.

Annual Newsletter/Report

Tripepi Smith will assist the District with copyediting, translation, design and layout for its annual report. District staff will be expected to provide the content for this report but Tripepi Smith can advise on potential topics as appropriate. If needed, the District may tap Tripepi Smith to help write report content using Time & Materials rates provided below.

Retainer Engagement

Bi-Weekly Strategy Discussions

To coordinate our efforts with District Staff and sustain momentum on projects, Tripepi Smith will schedule a recurring, one-hour bi-weekly phone call that will include a District-designated lead for our engagement. These bi-weekly calls will help drive content planning for various communications channels, including website articles, press releases and social media posts and stories. Call content will focus on story plans, new issues or concerns that need to be communicated, identification of major themes or ideas to address in the coming weeks, review of recent media mentions and social media comments. This will be a working call during which Tripepi Smith will manage an agenda and provide notes for each call. After each call, the client will receive an action summary email about decisions made on the phone call and related action steps. We will produce work, such as press releases, article drafts and email drafts, in a shared workspace where the District can see our progress in real time and provide instant feedback as needed. These tools allow for enhanced collaboration and expedite the production process.

Social Media Management

Content Creation: Social media content creation involves: planning, fact-checking, sourcing graphics, grammar checking and scheduling the post. Tripepi Smith will create up to three (3) posts per week over the course of a month (or generally 12 a month) and distribute them.

Monitoring: Tripepi Smith will monitor posts and inboxes for questions and comments. When appropriate, responses will be drafted, which will occasionally require fact-checking and seeking out guidance from the District. Additionally, ongoing general online monitoring of local Facebook Groups and blogs will be conducted to track community needs, priorities and issues. Lastly, the team will track the social media of sister agencies, local utilities and community organizations to identify opportunities to engage with them.

Additional: Our work also includes optimizing social media accounts to boost performance and keeping up to date on the latest social media platform updates and options. Boosted posts and targeted ads are also helpful in disseminating information to community members, and Tripepi Smith is fully capable of running and tracking these paid campaigns (fees to be agreed upon and paid by the District).



Monthly Dashboard Metrics Report

Each month, Tripepi Smith will provide a summary report of the basic metrics (reach, posts, engagement, etc.) related to District-controlled social media platforms and other key metrics if available, such as website visits and e-newsletter platform metrics. This will help us evaluate the success of our efforts as well as serve as an ongoing feedback mechanism for gathering valuable insights that can help inform ongoing communication strategy.

News Article/Press Release

Tripepi Smith will draft one news article or press release per month, up to five hundred (500) words in length with Spanish translation as needed. The allocation of stories will be directed by the District with suggestions by Tripepi Smith. The District will make internal subject matter experts available to aid the development of the stories. The District will provide a media and external agencies notification list for use by Tripepi Smith where a press release scenario is desired. The District will facilitate timely approval of quotes in the release when connected with District Staff or members of the Board.

Monthly E-Newsletter

Tripepi Smith will assist with copy editing and design for a monthly e-newsletter with Spanish translation, to be posted on the District's website and shared via social media. District staff will be expected to provide the content for this newsletter. Tripepi Smith can also assist with content development at an additional cost, to be billed at Time & Materials rates.

Media Monitoring

Tripepi Smith will track and respond to stories, events, and media coverage related to the District and provide recommendations on any response or action needed.

Quarterly Communications Calendar Planning Sessions

The main goal during these two-hour meetings is that each department identifies key communication opportunities and wins to celebrate in the next 6-12 months. We document all this into a shared spreadsheet/editorial calendar that can then serve as a roadmap for the organization to track communications opportunities—or to hand off to the communications team to execute. The exercise breaks down barriers between departments and often helps senior staff recognize communications opportunities they were simply unaware of before. The process also includes Tripepi Smith preparing and giving a presentation that covers notable communications wins to review what has worked well. We conduct these meetings on a quarterly process to refresh our 12-month calendar and stay apprised of the upcoming communication priorities. Additionally, Tripepi Smith will curate a content calendar with staff that can be shared with media contacts. The price quoted below covers a virtual meeting format, but Tripepi Smith can also attend in-person if desired for an adjusted cost (compensating for travel time). The same applies to Community Engagement Committee meetings.



One-Time Deliverables – Implementation Schedule

Centennial Celebration Development and Programming

Task	Tentative Timeframe
Kickoff Meeting	Week 1
Review Existing Plans/Event Details	Week 2
Draft Initial List of Activities	Week 3
Begin Logo Design	Week 3
Draft Strategy/Framework for Sponsorships	Week 4
Deliver Final List of Activities	Week 5
Deliver First Draft of Logo	Week 5
Deliver Final Strategy/Framework for Sponsorships	Week 6
Deliver Second Draft of Logo	Week 7
Deliver Final Logo	Week 8

Annual Newsletter/Report

Frequency	Task	Details
Annually	Annual Newsletter/Report	<ul style="list-style-type: none"> • Copyediting and design of annual newsletter/report, up to 8 pages with Spanish translation. • 1 per year

Ongoing (Retainer) Deliverables – Implementation Schedule

The following chart outlines the general frequency of each deliverable proposed within each task.

Frequency	Task	Details
Bi-Weekly	Bi-Weekly Strategy Discussions	<ul style="list-style-type: none"> • Max. of 60 minutes per call • Recap email to be sent after each call
Weekly	Social Media Management (3 posts/week)	<ul style="list-style-type: none"> • Create and publish social media content (English only) • Monitor online chatter and respond to questions/comments)



Weekly	Media Monitoring	<ul style="list-style-type: none"> Up to 2 hours per week monitoring relevant media coverage and providing recommendations/advice to District staff
Monthly	News Article/Press Release	<ul style="list-style-type: none"> 1 press release or article per month with Spanish translation (May rely on staff for subject matter expertise)
Monthly	Monthly Dashboard Metrics Report	<ul style="list-style-type: none"> 1 report per month
Monthly	E-Newsletter	<ul style="list-style-type: none"> Copy editing and design for an e-newsletter. VSD staff to provide content. 1 per month
Quarterly	Quarterly Communications Calendar Planning Sessions	<ul style="list-style-type: none"> 1 meeting every 3 months Max. of 2 hours per meeting Maintain and implement centralized "Content Calendar"
Quarterly	Community Engagement Committee Meetings	<ul style="list-style-type: none"> 1 meeting every 3 months Max of 1 hour per meeting

Ad Hoc Work

If there comes the need for any additional ad hoc services, Tripepi Smith is ready to provide those services and is providing our hourly rates for the full array of our resources to support District communication efforts. Examples of these ad hoc projects include but are not limited to video production, photography services, virtual meetings/events, website development and a wide array of graphic design and branding services.

D. CERTIFICATION OF PROPOSAL

The undersigned submits its proposal and, by doing so, agrees to furnish services to VSD in accordance with the Request for Proposal and to be bound by the terms and conditions of the RFP.

E. SEALED FEE PROPOSAL

Tripepi Smith proposes a Retainer engagement with one Fixed component and optional Ad Hoc or Time & Materials components. This provides the District with continuous, consistent communications that increases community understanding and support as well as the flexibility to "ramp up" or "ramp down" services according to budget and priorities.



Should the District determine Tripepi Smith is the most qualified responsive vendor, but has a budget number that must be hit, then Tripepi Smith remains open to collaborating with District Staff to narrow the scope engagement or refine our understanding of the scope needs and will modify our pricing accordingly.

Estimated Cost of One-Time Deliverables

The following estimates have been provided for each of the one-time deliverables requested. Projects will be billed as Time & Materials support.

Deliverable	Quantity/Notes
<u>Strategic Planning</u>	Leverages Senior Business Analyst with support from Junior Business Analyst
Develop a list of activities and form a strategy to procure event sponsors	1 list/schedule of activities Framework/strategy for sponsorships
ESTIMATED TASK COST	
\$2,725.00	
<u>Anniversary Logo Design</u>	Leverages Senior Graphic Artist with direction from Art Director
Design of 100 th anniversary logo for event outreach materials.	1 logo (2 rounds of revision)
ESTIMATED TASK COST	
\$2,280.00	
<u>Annual Newsletter/Report</u>	Leverages Graphic Designer and Junior Business Analysts, with oversight from Senior Business Analyst and Art Director
Assist in production of annual report that details VSD accomplishments, milestones and programs	1 report per year (up to 8 pages, 2 rounds of revision) May rely on staff for subject matter expertise
ESTIMATED TASK COST	
\$3,290.00	
TOTAL COSTS (ESTIMATED)	
\$8,295.00	

Estimated Cost of Retainer (Ongoing) Deliverables

Deliverable	Quantity/Notes
<u>Bi-Weekly Strategy Discussions</u>	Leverages Senior Business Analyst and Junior Business Analysts
Conduct bi-weekly check-in calls, provide check-in call recap outlining action items and deadlines, advise on media relations and strategy	Max. of 60 minutes per call



Deliverable	Quantity/Notes
TOTAL TASK COST	
\$2,577.00	
<u>Social Media Management & Monitoring</u>	Leverages Junior Business Analyst with occasional support from Senior Business Analyst
Create and publish social media post content	Up to 3 unique posts per week Social media graphic design included English only
Monitor local community-run social media	Max. of 3 hours per week
Respond to comments and messages and otherwise engage with pages of sister agencies and organizations serving the community	Unlimited
TOTAL TASK COST	
\$2,381.00	
<u>Media Monitoring</u>	Leverages Junior Business Analyst with strategic advice/support from Senior Business Analyst
Monitor relevant media coverage and provide recommendations/advice to District staff	Up to 2 hours per week.
TOTAL TASK COST	
\$335.00	
COST	
<u>E-Newsletter</u>	Leverages Graphic Designer and Junior Business Analysts, with oversight from Senior Business Analyst and Art Director
Design and production of a monthly newsletter updating subscribers on District issues, events, program, services, and projects	1 e-newsletter per month VSD staff will provide content
TOTAL TASK COST	
\$674.00	
COST	
<u>Metrics Reporting</u>	Leverages Junior Business Analyst with review support from Senior Business Analyst
Produce regular report on key performance metrics for external communication channels: social media, email, etc.	1 report per month
TOTAL TASK COST	
\$770.00	
<u>News Article/Press Release</u>	Leverages Junior Business Analysts with support from Senior Business Analyst



Deliverable	Quantity/Notes
Produce stories regarding VSD accomplishments, milestones and programs	1 press release per month May rely on staff for subject matter expertise
TOTAL TASK	\$890.00
COST	
<u>Strategic Communications Planning</u>	Leverages Senior Business Analyst with support from Junior Business Analysts
Quarterly meeting with Dept. heads to plan next year of communication opportunities	1 meeting every 3 months Max. of 2 hours per meeting
Keeping centralized "Content Calendar" updated throughout the year for staff's reference	Via Google Sheets
TOTAL TASK COST	\$635.00
<u>Community Engagement Committee Meetings</u>	Leverages Senior Business Analyst with support from Junior Business Analysts
Quarterly meeting with Committee to provide update on metrics, key deliverables, and more	1 meeting every 3 months Max. of 1 hours per meeting
TOTAL TASK COST	\$103.00
TOTAL MONTHLY COST	\$8,365.00

Time and Materials (As-Needed) Support

Tripepi Smith will use the following information, rates and more to price any additional work with the District. Note that the proposed retainer costs qualify the District access to Tripepi Smith's discount hourly retainer rates.

Billing

Time at Tripepi Smith is billed in 15-minute increments – i.e. we invoice our time in the following examples: 1.25, 0.75, 4.0 or 6.5 hours. Retainers are billed on the 15th of each month. Ad hoc work is billed on the last day of each month.

Annual Increase

Tripepi Smith will increase the hourly rates and retainer fees for all resources by five percent (5%) or the regional CPI index—whichever is higher—each year on the anniversary of the contract, starting in the calendar year 2024.



Retainer Discount

When client monthly retainers exceed six-thousand-seven-hundred dollars (\$6,700) a month, clients have access to our reduced Hourly – Retainer rates noted below. Otherwise, any ad hoc work done outside the scope of the Retainer would be at the Hourly – Standard rates.

	Hourly - Standard	Hourly - Retainer
Principal	\$330	\$290
Director	\$220	\$185
Art Director	\$220	\$185
Senior Business Analyst	\$175	\$150
Business Analyst	\$120	\$100
Junior Business Analyst	\$95	\$80
Senior Videographer/Animator	\$175	\$150
Senior Photographer	\$160	\$135
Photographer/Videographer	\$120	\$100
Senior Graphic Designer	\$160	\$135
Graphic Designer	\$120	\$100
Junior Graphic Designer	\$95	\$80
Web Developer	\$175	\$150
Drone Operator	\$175	\$150

Payment Schedule

All non-ad hoc work requested by the District will be on a retainer basis with a net 30-day payment term. Tripepi Smith will invoice the District on the 15th of every month for that month’s service. Any ad hoc work performed during the prior month will be invoiced on the last day of the month.

Tripepi Smith will email an invoice to the designated email address(es) of the person overseeing our contract and will accept payment by check. Preference is for payment with net 30-day terms.

Fixed price project work will be invoiced per the above noted payment schedule.



Other Costs

Because Tripepi Smith offers a broad set of services, including extensive content production, we have some other content production-related fees that may come up during our engagement that we want to tell you about.

Travel Costs

Travel costs must be pre-authorized and then will be reimbursed by the District for any requested travel. Travel costs to be covered are for airfare, lodging and car rental. If Tripepi Smith is requested to be onsite, we will invoice for travel time at half rate of the resource’s Standard Hourly Rate.

Equipment Costs

Tripepi Smith offers some services that require equipment, such as drone operations and video production. As such, in those cases, the following rates apply:

	Half Day	Full Day
Video Equipment	\$350	\$550
Drone Equipment	N/A	\$500

- Five-hundred-fifty dollars (\$550) for a full day of video equipment use (includes full set of video equipment). Full day is defined as a shoot lasting four (4) or more hours.
- Three-hundred-fifty dollars (\$350) for a half day of video equipment use. Half day is defined as anything under four (4) hours of video production. All such expenses will be authorized by CHEERS prior to fee being assessed.
- Five-hundred dollars (\$500) per day drone fee applies and is not inclusive of the drone operator time (Drone Operator rate).

Service Fees

	Client Pays Directly	Client Reimburses TS
Print costs, digital advertising, media placement, voiceover/captions	No Fees	10%

Typically, Tripepi Smith prefers to have service providers bill the client directly to avoid additional administrative costs and because we have no economic interest in the service provider selection. If Tripepi Smith is asked to pay the bill for the client, we will apply a ten percent (10%) agency fee to the reimbursement expense. Typical services include, but are not limited to:

Print Costs: Tripepi Smith is happy to use a printer of the client’s choosing for print production work, or to recommend a printer with whom we have experience.



Digital Advertising: Tripepi Smith is a Google Partner and Constant Contact Solution Provider and has Facebook Certified staff. We consider digital platforms to be a cornerstone element of any outreach strategy; often this comes with digital advertising fees.

Media Placement: Tripepi Smith can help liaise on behalf of CHEERS for advertising space within various mediums, such as newspapers, magazine or websites.

Voiceover, Translation and Closed Caption Fees: Tripepi Smith occasionally uses third-party resources to record voiceovers for videos, generate closed captions for videos, and for non-English language translations.

Tripepi Smith Partnerships

Tripepi Smith has financial interest in certain related entities. These partnerships allow Tripepi Smith to offer clients extra media reach or additional services at partner pricing. Partnerships include:

PublicCEO

- digital news about public affairs, reaching over 10,000 California government executives
<https://www.publicceo.com>

Civic Business Journal

- digital interest stories about the people in local government
<https://www.civicbusinessjournal.com>

FlashVote

- planning, implementing, measuring civic surveys
<https://www.flashvote.com>

TS Talent Solutions

- talent search services for local government and related agencies
<https://tstalentsolutions.com>

Pricing Estimates for Other Communication Support

Tripepi Smith is providing estimated pricing for our work using our time and materials rates, along with descriptions for these items.

Add-On Element	Price	Notes
Quarterly Photoshoot	\$3,520-\$4,520 / Shoot	Not inclusive of travel expenses.
Graphic Design	Print/Digital Short Format Quarterly Newsletter - \$975	Limited to three drafts/item.



	Print/Digital Banner - \$835	
	Print/Digital Flyer - \$1,095	
Style Guide Update	\$14,700	Scope greatly varies based on needs.
Drone Operations	~\$1,425 / Shoot	Not inclusive of travel expenses.
Video Production	~\$4,325 / Video	Not inclusive of travel expenses.
Media Intelligence Services	\$495-\$825 / Month	Options detailed in table below.
Cloud Webmaster Website Content Services	~\$950 / Month on T&M Basis	Total website content management and oversight

Quarterly Photoshoot

Assumes a six-hour event, with one-hour pre-planning, travel time, post-shoot photo editing, delivery to client photo portal. This includes all equipment fees – except drone work – and uses a Senior Graphic Artist / Photographer to complete the work.

Video Production

Assuming that Tripepi Smith handles all work, and the video involves scripting, use of teleprompter, full camera setup, a single day of production shooting, b-roll shooting on same day, pre-planning, post-production video editing, music licensing, voice over, transcription and upload to appropriate channels.

Graphic Design

Tripepi Smith uses Canva extensively for basic social media graphics and therefore can use our Junior Business Analyst resources for that work. Where more extensive design is required, Tripepi Smith has an Art Director, Senior Graphic Artists and Graphic Artists. In our experience, these costs can vary widely based on iteration count, number of pages of content to layout or desired number of logo options or extent of a particular branding process. In all cases, we assume written content is being provided; this estimate is for design costs only.

Style Guide Update

This cost can vary widely depending on how many examples are desired for style implementation and the creation of various assets for staff as well as template development for shared use (such as a branded Word Template that start staff out on the right foot with each new project). Tripepi Smith takes a holistic review of the brand, brand templates for up to 10 different scenarios, full color review and documentation, font choice selection and use, two one-hour virtual training sessions on the new style guide and a single-page cheat sheet style guide.



Media Intelligence Services




As media and technology are constantly evolving, organizations are trying to find the latest and greatest ways to tell their stories and find out what others are saying about them. To stay ahead of the curve, Tripepi Smith invested in Meltwater, an enterprise-class comprehensive media monitoring solution. Meltwater enables communications professionals and organizations to streamline their media monitoring, reporting, analytics and more.

Meltwater allows users to monitor media mentions, create newsletter summaries and share summary reports on insights—all in one platform. Whether you want to keep track of news articles mentioning your organization or find a list of media contacts, a combination of Tripepi Smith professionals and the Meltwater tool can meet your needs.

In addition to the customization of searches and convenient content newsletters, Tripepi Smith can use Meltwater to create digestible and comprehensive insight reports on the sentiment, location and top sources of content you are monitoring. These reports can help inform decision-making on communication matters within your organization.

	BASIC PACKAGE	EXTENSIVE PACKAGE
Monthly Cost	\$495	\$825
Custom Content Streams – News	1	3
Custom Content Streams – Social Media	1	3
Automated Media Digest Frequency	Weekly	Daily
Analytics Dashboard Frequency	Monthly	Weekly

Additionally, offers add-ons including:

-  **Media Contact List: \$250/ list**
-  **Additional Content Stream: \$275/ month**
-  **Services for non-Meltwater subscribers: \$330 base + add-on service(s) cost**



F. ATTACHMENTS

Exhibit A: Resumes

RYDER TODD SMITH

TRIPEPI SMITH – PRESIDENT

11/00 – PRESENT

- Provide communications advice, strategy and execution services to a range of small to mid-sized public and private sector clients spanning local government, real estate, finance, technology and healthcare verticals

MAVENT INC – SENIOR VICE PRESIDENT, OPERATIONS

5/05 – 11/09

- Responsible for quality assurance, technology operations and internal infrastructure organizations
- Built team of technology professionals to manage multi-site production environment at co-location facilities.
- Managed vendor relationships and reviewed all invoices
- Brought focus to key areas, including: system documentation, knowledge sharing with other employees, schedule management for finite resources and enhanced security
- Developed and managed the departmental budgets for three groups

MAVENT INC – VICE PRESIDENT, MARKETING

08/04 – 05/05

- Managed the Company’s outside PR firm relationship, creative firm relationship, corporate website, ad campaigns, conference schedule, conference logistics and internal employee communications
- Developed and managed the marketing budget

MAVENT INC – VICE PRESIDENT, GOVERNMENT RELATIONS

02/03 – 08/04

- Monitored nationwide political activities that were pertinent to Mavent’s interests
- Developed relationships with third-party interest groups that impacted the Company’s product
- Participated in industry conferences and represented the Company at industry events

OLYMPIC STAFFING SERVICES – INFORMATION TECHNOLOGY MANAGER

01/98 – 11/00

- Managed and controlled all aspects of the technology environment at this five-location, 35-employee company

NORTHROP GRUMMAN CORPORATION – GOV’T REPRESENTATIVE

07/97 – 12/97

- Worked directly with the Director of State and Local Government Relations to research issues of concern to Northrop Grumman
- Developed agendas to target upcoming legislative issues
- Assisted in lobbying work and development of testimony

EDUCATION

CLAREMONT MCKENNA COLLEGE – CLAREMONT, CA

- Bachelor of Arts in Politics – Philosophy – Economics with Dual in Economics
 - Cum Laude Honors



KEVIN BOSTWICK

TRIPEPI SMITH – ART DIRECTOR

10/19 – PRESENT

- Consult, design, and execute on premium design projects. Assist team of junior to senior graphic artists by providing inspiration, creative direction and workflow management
- Manage client accounts and creative presentation, encourage business development where the focus is design
- Ensure quality assurance, brand consistency and overall visual quality. Establish high technical standards, manage internal and external creative resources and vendors, provided project management and consulting

KB GRAPHIC STUDIO – PRINCIPAL

01/03 – 10/19

- Content strategy and information design for both digital and print communications
- Data visualizations, interactive components, information models, and diagrams used for assessment, learning, marketing, and presentation
- Some projects: Canon, Walmart, Coca-Cola, HP, Google, PNC, Clarkson University, Goodwill

KORN FERRY INTERNATIONAL – ART DIRECTOR

01/12 – 03/18

- Design for talent acquisition, leadership training, performance and retention
- Development of internal brands and product lines, white-label offerings, and client brands
- Lead design process for stakeholders (product owners, SMEs, business strategists, etc.)
- Some internal clients: Futurestep, Hay Group, Lominger, Global Novations
- Some external clients: Chevron, Johnson & Johnson, 7 Habits, Cemex, Fonterra, Genentech

MARRIOTT INTERNATIONAL – ART DIRECTOR

01/03 – 01/12

- Graphic design for advertising, logos, presentations, brochures and magazines
- Data visualizations, interactive components, information models, and diagrams
- Some Marriott projects: JW Marriott, Marriott Resorts, Renaissance, Marriott Brand Family

CLAREMONT MCKENNA COLLEGE – SENIOR GRAPHIC DESIGNER

08/11 – 06/12

- Design and management of creative assets, vendor relations, pre-press.
- Some Claremont McKenna projects: admissions brochures, alumni magazine, logo development

EDUCATION

- Bachelor of Arts in Philosophy/Literature – Reed College – Portland, OR

SKILLS

- | | | |
|--|---|--|
| <ul style="list-style-type: none"> • Strategy, development, blended media • Wireframes, storyboards • Data design and infographics • Brand development | <ul style="list-style-type: none"> • User stories, UX, information architecture • Implementation, engineering, production • Adobe Creative Suite | <ul style="list-style-type: none"> • Microsoft Office • Creative workflow and agile management |
|--|---|--|



KAITLYN WU

TRIPEPI SMITH – SENIOR BUSINESS ANALYST

06/22 – PRESENT

- Provide project management and account support for numerous clients
- Produce client newsletters, press releases, web content, articles and thought leadership pieces
- Conduct market research and offer strategic insights

ELSINORE VALLEY MUNICIPAL WATER DISTRICT – COMMUNITY AFFAIRS SPECIALIST 12/19 – 06/22

- Wrote, edited and publish content for District publications including newsletters, eblasts, press releases, Water Quality Reports, articles and more – reaching 159,000 customers annually
- Partnered with subject matter experts to synthesize information and produce clear copy that increased public engagement with District programs
- Managed the District’s water education programs, engaging over 10,000 students each year through tours, career prep, teacher training, classroom presentations, field trips and contests
- Collaborated with leadership to assess District needs, create strategic communications goals and implement new programs

CALIFORNIA BAPTIST UNIVERSITY – INTERNATIONAL ADMISSIONS SPECIALIST 05/16 – 12/19

- Developed copy for webpages, eblasts and online applications, driving conversion of initial leads to applicants and enrolled students
- Oversaw the Visits and Events program for prospective international students, contributing to enrollment goals and building CBU’s global reputation
- Utilized Salesforce to increase efficiency, analyze data and provide quality customer service to prospective students

CALIFORNIA BAPTIST UNIVERSITY – FOCUS COORDINATOR

12/14 – 12/15

- Recruited and interviewed first-year orientation leaders
- Organized and implemented training programs, equipping student leaders in public speaking, teaching and academic advising
- Assisted in university retention efforts, serving as a liaison between staff and incoming students

EDUCATION

- Bachelor of Arts in Public Relations and Psychology – California Baptist University – Riverside, CA

CERTIFICATIONS

- Hootsuite Social Marketing 06/22
- J. Lindsey Wolf Certificate in Communications (CAPIO) 04/22

SOFTWARE

• Hootsuite	• Google Suite	• Microsoft Office Suite
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CAILYN THOMPSON

TRIPEPI SMITH – JUNIOR BUSINESS ANALYST

09/21 – PRESENT

- Conduct market research to provide client insights
- Manage social media platforms and respond to public questions
- Write stories and press releases for the firm’s website and city clients

CITY OF CYPRESS – DAY CAMP DIRECTOR

04/19 – 09/21

- Planned and coordinated the program’s day-to-day operations
- Managed participant information, camp supply records and resource records
- Directed staff trainings and conducted weekly planning meetings

ST. JOHN’S UNIVERSITY – ATHLETIC ADMINISTRATION GRADUATE ASSISTANT

09/19 – 05/21

- Assisted with the coordination and creation of game contracts for 16 NCAA Division I team
- Supported the Deputy Athletics Director by organizing the staffing and operation of the Athletic Fueling Station
- Maintained program budgets and expense reports

ST. JOHN’S UNIVERSITY – ATHLETIC EQUIPMENT OPERATIONS INTERN

09/18 – 05/19

- Assisted in the daily operations of equipment procurement
- Maintained inventory and assisted with the distribution of equipment for 16 NCAA Division I team, team staff and athletics departmental staff

ST. JOHN’S UNIVERSITY – ATHLETIC EVENTS AND PROGRAMMING INTERN

09/16 – 05/19

- Supported the Assistant Athletics Director by overseeing Division I game day operations
- Assisted with event planning and management
- Acted as site supervisor for external events
- Conducted daily walkthroughs of athletic facilities including Carnesecca Arena, Belson Stadium and Jack Kaiser Stadium

EDUCATION

- Master of Business Administration in Strategic Management – St. John’s University – Queens, NY
- Bachelor of Science in Sport Management – St. John’s University – Queens, NY

CERTIFICATIONS

- Hootsuite Social Marketing 09/21
- Facebook Blueprint 02/22
- Sprout Social 02/22

SOFTWARE

- Adobe Lightroom
- Adobe Acrobat

- Microsoft Office
- Google Suite

- Concur Solutions



LUIS VERDIN

TRIPEPI SMITH – JUNIOR BUSINESS ANALYST

07/22 – PRESENT

- Conduct market research to provide client insights
- Manage social media and respond to public questions
- Write stories and press releases for the firm’s website and city clients

REAL CHEMISTRY – PERFORMANCE MARKETING INTERN

06/21 – 08/21

- Conduced marketing strategy research and assisted with various Project Management tasks
- Accumulated, organized and analyzed data for the Integrated Intelligence department
- Collaborated with other interns in the creation and presentation of a comprehensive campaign proposal

CLAREMONT MARKETING GROUP – ACCOUNT MANAGER

09/20 – 05/21

- Designed social media assets, developed online brand presence for clients
- Maintained client relationships as the client’s main point of contact
- Lead a team of five in the completion of client projects; facilitated task delegation; devised project execution

HUMAN CONNECTIONS – MARKETING INTERN

06/20 – 08/20

- Devised a profitable pricing structure and logistics; designed for new product
- Created webpages through Squarespace and content
- Developed marketing plan for the promotion of new business initiatives

PROFESSIONAL DEVELOPMENT

MENTEE – MARKETING EDGE

02/21-06/21

- Received professional mentorship from a marketing industry expert

MADE PROGRAM FINALIST, MENTEE – ANA EDUCATIONAL FOUNDATION

01/21-03/21

- Selected from a competitive pool of applicants to participate in the MADE Program
- Received professional mentorship from a marketing industry expert

DIGITAL MARKETING MENTEE – WPROMOTE

05/20-07/20

- Received professional mentorship from a marketing industry expert

EDUCATION

- Bachelor of Arts, Psychology with Dual in Philosophy – Claremont McKenna College – Claremont, CA

CERTIFICATIONS

- Hootsuite Social Marketing 08/22
- Advanced Google Analytics 08/20
- Fundamentals of Digital Marketing 01/20
- Adobe Audition 08/19

SOFTWARE

- Google Suite and Microsoft Office
- Canva and Adobe Photoshop
- Logic Pro



Exhibit B: Letter of Transmittal

Letter of transmittal signed by an individual authorized to bind the respondent, stating that the respondent has read and will comply with all terms and conditions of the RFP.

Valley Sanitary District
45-500 Van Buren
Indio, CA 92201

Dear Ms. Marshall,

Thank you for this opportunity to submit on the Valley Sanitary District RFP for Communications and Public Outreach Services. Tripepi Smith has read the RFP in its entirety and understands the requirements. We agree to fully comply with the terms and conditions of the RFP.

I affirm I have the authority to bind Tripepi Smith.

Regards,

Ryder Todd Smith
Co-Founder & President
Tripepi Smith



CORPORATE RESOLUTION

I, Nicole D. Smith, CFO and Treasurer of Tripepi, Smith & Associates, Inc., do hereby certify that the following is a true and correct copy of a resolution adopted by the Board of Directors of said Corporation at its meeting duly called at 2 Pearleaf, Irvine, CA 92618 on May 12, 2002, at which a quorum was present and acting throughout; and that said resolution has not been modified, amended or rescinded and continues in full force and effect.

WHEREAS, the Corporation is determined to grant signing authority to certain persons described hereunder.

RESOLVED, that the Board of Directors is hereby authorized and approved to authorize and empower the following individuals to make, execute, endorse and deliver in the name of and on behalf of the corporation, but shall not be limited to, any and all written instruments, agreements, documents, execution of deeds, powers of attorney, transfers, assignments, contracts, obligations, certificates and other instruments of whatever nature entered into by this Corporation.

Name: Nicole D. Smith
Position/Title: CFO and Treasurer
Telephone Number: 949-278-8261
Email Address: nicole@tripepismith.com

Name: Ryder Todd Smith
Position/Title: CEO and President
Telephone Number: 626-536-2173
Email Address: ryder@tripepismith.com

The undersigned certifies that she is the properly elected and qualified Secretary of the books, records and seal of Tripepi, Smith & Associates, Inc. a corporation duly conformed pursuant to the laws of the State of California, and that said meeting was held in accordance with state law and with the Bylaws of the above-named corporation.

This resolution has been approved by the Board of Directors of Tripepi, Smith & Associates, Inc. on May 12th, 2002.

I, as authorized by the Company hereby certify and attest that all of the above information is true and correct.

Secretary

PROPOSAL TO:
Valley Sanitary District

To Provide Communications
and Outreach Services

2022 NOV 10 9:53 AM



REGIONAL
GOVERNMENT
SERVICES

SERVING PUBLIC AGENCIES SINCE 2002

TABLE OF CONTENTS

Cover Letter A-1
Proposer Statement of QualificationsB-1
 Executive SummaryB-1
 Qualifications and ExperienceB-1
 Key Staff.....B-2
 Relevant ExperienceB-3
 Evidence of California LicensingB-4
 References.....B-5
 Subcontractors.....B-5
Proposed Method to Accomplish the Work..... C-1
Certification of Proposal D-1
Fee ProposalE-1

APPENDICES

- Appendix A – Resumes
- Appendix B – Requested Exceptions to the Agreement

A. COVER LETTER



**REGIONAL
GOVERNMENT
SERVICES**

SERVING PUBLIC AGENCIES SINCE 2002

November 10, 2022

Beverli A. Marshall, General Manager
VALLEY SANITARY DISTRICT
45500 Van Buren St
Indio, CA 92201
Email: bmarshall@valley-sanitary.org

**RE: PROPOSAL TO VALLEY SANITARY DISTRICT TO PROVIDE
COMMUNICATIONS AND OUTREACH SERVICES**

Dear Ms. Marshall,

Regional Government Services Authority (RGS) is pleased to submit this Proposal to Valley Sanitary District (VSD) in response to the Request for Proposals (RFP) for Communications and Outreach Services. RGS is a unique, fee-supported, public agency (joint powers authority) specializing in public-sector administration and consulting services. RGS exclusively serves public agencies and employs experienced public-sector professionals to assist our partner agencies. Since 2002, RGS has served over 200 public agencies.

I am confident that you will find RGS' approach is responsive to each of VSD's objectives and needs. The plan provides for tools and support to meet or exceed the goals listed in VSD's scope of services. RGS has a solid and respected reputation with the public agencies we serve for timely, cost-efficient delivery and effective implementation. As a public agency, we fully understand the needs and requirements of public agencies. The project contact is Ashley Metzger, Lead Advisor and she can be reached at (650) 587-7308 or via email: ametzger@rgs.ca.gov.

We hope to have the opportunity to work with you and your team on this exciting project. If you have any questions regarding this response, please contact me directly at (650) 587-7315 or via e-mail at sselivanoff@rgs.ca.gov. This proposal will remain valid for 90 days from the date of this letter.

Sincerely,

A handwritten signature in black ink that reads 'Sophia Selivanoff'.

Sophia Selivanoff, Deputy Executive Director
REGIONAL GOVERNMENT SERVICES

A-1

B. RGS STATEMENT OF QUALIFICATIONS

RGS STATEMENT OF QUALIFICATIONS

EXECUTIVE SUMMARY

Regional Government Services (RGS) is well positioned to support Valley Sanitary District (VSD) with its communications needs in the coming year. Unlike communications firms that may otherwise fill this type of need, RGS is a public agency. This means we're able to offer competitive rates and public professionals who not only understand the nuances of working in government but have also done it themselves.

Our team has decades of public sector communications experience. Two of the advisors we're proposing for this project have worked extensively in the Indio area. Our advisors also have deep experience in water and wastewater.

RGS' Communications and Engagement service line has key players who are well versed in account management, community outreach, public relations, social media, reporting and event planning. We are confident that we are an ideal partner to execute this scope of work and we look forward to diving in to help VSD meet its strategic objectives with a powerful, dynamic communications campaign.

QUALIFICATIONS AND EXPERIENCE

Regional Government Services was formed in 2001 by a city and a regional planning and services agency to help local governments meet three challenges: decreasing revenues, increasing service demands (and costs), and loss of experienced staff. Government leaders knew that these challenges were likely to continue, so agencies would have to work together – uniting not only their voices but their resources to advocate and become more efficient. The idea behind creating RGS was to form an agency that would help local governments share expertise and improve efficiencies. A need was emerging for some way to help agencies get the expertise and experience needed without each agency having to hire full-time staff when the need might be less than full-time. Agencies could, in effect, share expertise through a third party. This approach directly aligns with VSD's needs for communications and outreach services.

Today, RGS is a solvent organization governed by several member agencies, all with the common goal expressed in the JPA's mission statement: To provide quality, innovative, cost-effective services exclusively to public agencies. RGS has now served over 298 cities, special districts, joint powers authorities, and other local governments and non-profits that support local governments. RGS currently has 130 professional Advisors and 14 RGS Administrative staff.

RGS developed a highly flexible platform of administrative support and programs that could serve the diverse needs of cities, special districts, counties, and other joint powers authorities. Flexibility was vital because the needs of partner agencies varied and because RGS services are 100 percent fee based. Thus, RGS costs needed to be able to ramp up or down quickly as demand changed.

RGS STATEMENT OF QUALIFICATIONS

The highest value RGS can bring is to share our experiences with our clients, constantly refining Best Practices to provide quality expertise to benefit all our partner clients. The RGS staff prides itself on its ability to deliver accurate, professional products and services within reasonable timelines. We meet deadlines and provide clear, honest, and effective communications, all of which help promote good relations with stakeholders at all phases of a project.

PARTIAL CLIENT LIST

- Central Marin Sanitation Agency
- Citrus Heights Water District
- City of Banning
- Coachella Valley Public Cemetery District
- Colusa Groundwater Authority
- Del Paso Manor Water District
- Desert Water Agency
- Elk Grove Water District
- Hi-Desert Water District
- Indian Wells Valley Groundwater Authority
- Irvine Ranch Water District
- Marin Municipal Water District
- Monterey Peninsula Water Management District
- Pajaro Valley Water Management Agency
- Regional Water Authority
- Rural North Vacaville Water District
- Sacramento Suburban Water District
- Salinas Valley Basin Groundwater Sustainability Agency
- San Francisco Bay Area Water Emergency Transportation Authority
- Santa Clara Valley Water
- Solano County Water Agency
- Sunnyslope County Water District
- Sweetwater Springs Water District
- Twentynine Palms Water District
- Vallejo Flood & Wastewater District
- Water Replenishment District of Southern CA
- West County Wastewater West Valley Water District

KEY STAFF

ASHLEY METZGER, LEAD ADVISOR

Ashley knows the local media market and demographics – she’s been working in communications in the Coachella Valley for more than a dozen years. As Director of Public Affairs & Water Planning, she successfully executed a 60th Anniversary campaign for Desert Water Agency in 2021. For VSD’s project, Ashley would oversee the project team and guide the strategy development, including how to reflect VSD’s mission and vision into the project execution. Ashley would lead crisis communications responses and coach VSD executives and Board on media interviews and speaking engagements.

RGS STATEMENT OF QUALIFICATIONS

ABIGAIL SCOTT, ADVISOR

Abigail holds a professional certificate in Advanced Public Engagement for Local Government and she has skillfully coordinated many large events. Abigail has worked extensively on social media, including at the White House. For this project, Abigail would develop content and coordinate event and programming concepts, planning and logistics. She would be the primary RGS team member driving success of the Centennial Celebration Development and Programming.

ERIC SAMUELSON, ADVISOR

Eric has been working in advertising and creative for decades – including in the Coachella Valley. In addition to his public sector expertise, Eric has worked to develop and reinforce strong local brands like Renova Solar. For this project, Eric will produce compelling graphic elements for social media, website, newsletter, and other project materials. Eric will work closely with the RGS and VSD teams to create a compelling and cohesive campaign band for the Centennial Celebration.

MATTHEW JADRICH, TECHNICAL SPECIALIST

Matthew facilitates powerful social media and digital presence. Matthew works extensively to write compelling copy and provide analytics to inform strategic decisions. Matthew has worked for successful startups and for IBM. For this project, Matthew will develop the content calendar, create monthly reports, coordinate outreach pushes and create compelling content. Matt will coordinate needed translations, track project deliverables and work with vendors as needed to ensure a successful project and Centennial Celebration plan.

* - Full RGS Resumes can be found in **Appendix A** of this submittal.

RELEVANT EXPERIENCE

DESERT WATER AGENCY

Outreach Services

Regional Government Services has a contract with Desert Water Agency to counsel, develop and implement outreach projects. This includes crisis communications, media relations, branding, advertising and sponsorship recommendations, development of collateral, social media, internal communications, and research. The contract supports Desert Water Agency staff and Board of Directors with strategic guidance and creative solutions.

RGS STATEMENT OF QUALIFICATIONS

CITY OF EUREKA AND HUMBOLDT COUNTY ASSOCIATION OF GOVERNMENTS

Transportation Plan Outreach

Regional Government Services contracted with the Humboldt County Association of Governments, the City of Eureka and Caltrans to inform the public and stakeholders on a transportation plan. This work included media relations, community workshops, branding and graphics, digital presence, analytics, event coordination and survey research. The project successfully engaged residents and local businesses in informing major transportation decisions.

STANISLAUS COUNCIL OF GOVERNMENTS

Valley Vision Stanislaus Regional Transportation Plan & Sustainable Communities Strategy, Community Outreach

RGS served as the task manager for the public outreach component of StanCOG's 2035 Regional Transportation Plan, **Valley Vision Stanislaus**. Efforts included coordination with all nine cities and the County to plan individual workshops, outreach to stakeholder groups, media relations and bilingual outreach. Valley Vision Stanislaus also incorporates the MPO's Sustainable Communities Strategy and Regional Housing Needs Assessment. Efforts resulted in:

- A Website with an average of 1,000 visits monthly,
- 40 email blasts to a total of 20,000+ addresses,
- Vision Survey completed by 323 respondents, 9% of which were Hispanic,
- Workshop-Based Survey completed by 160+ respondents,
- Media Relations resulting in 12 separate articles and 1.8 million impressions,
- 40+ presentations and workshops countywide, and
- Coordination with local jurisdictions.

EVIDENCE OF CALIFORNIA LICENSING

RGS is a public agency, therefore this is not applicable, however, RGS will obtain business license if required by local rules.

RGS STATEMENT OF QUALIFICATIONS

REFERENCES

DESERT WATER AGENCY

Mark Krause, General Manager

Email: mkrause@dwa.org

Ph: (760) 323-4971 ext. 110

CITY OF ATWATER

Lori Waterman, CMC City Manager

Email: lwaterman@atwater.org

Ph: (209) 357-6206

TOWN OF WINDSOR

Irene Camacho-Werby, Town Clerk

Email: iwerby@townofwindsor.com

Ph: (707) 838-5315

TOWN OF YOUNTVILLE

Steven Rogers, Town Manager

Email: srogers@yville.com

Ph: (707) 944-8851

SUBCONTRACTORS

RGS will not be utilizing subconsultants for this engagement.

**C. PROPOSED METHOD TO
ACCOMPLISH THE WORK**

PROPOSED METHOD TO ACCOMPLISH WORK

TASK 1 ACCOUNT MANAGEMENT

Task 1	Deliverables
a. Monthly strategy sessions	12 Meeting agendas and notes
b. Media monitoring	Captured media clips and stories
c. Translation	Spanish translations
d. 12-month calendar	12-month calendar
e. Strategic communications plan	Strategic communications plan
f. Policy & procedure updates	Updated policies and procedures
g. Crisis response & recommendations	Crisis component of strategic communication plan

TASK 1 APPROACH

RGS will provide Valley Sanitary District with a well-organized, timely and outcome-driven approach. Our team will work to streamline efforts and reduce redundancy starting with the planning efforts to maximize RGS effectiveness throughout the contract. The RGS team is familiar with VSD, sanitation agencies and the local community and will not need to invest much time in background information. Planning materials will be simple, focused and developed with usability in mind. RGS prides itself on high-level customer service and will be flexible and responsive to VSD's needs and requests. All deliverables allow for a round of staff review with RGS to incorporate edits.

Additional crisis response services can be provided on-demand at \$178 per hour. Pricing crisis communications response in this manner will provide the best return to VSD given that the demands of crises are volatile and uncertain. RGS is also willing to explore a reduced scope of work to meet VSD budgetary needs.

TASK 2 COMMUNITY OUTREACH

Task 2	Deliverables
a. Monthly newsletter	12 digitally delivered newsletters
b. Content gathering	Photography/videography (optional)*
c. Media outreach	Website content
d. Community updates	Materials for community events
e. Evaluate existing efforts	Advertisements Assessment component of strategic communication plan

PROPOSED METHOD TO ACCOMPLISH WORK

TASK 3 PUBLIC RELATIONS

Task 3	Deliverables
a. Strategy & campaign development	Press releases and media advisories
b. Event awareness	News coverage clips
c. Document development	Survey and results (optional)*
d. General awareness	Customer onboarding procedure
e. Customer onboarding	
f. Misconception management	
g. Media relations	

TASK 4 SOCIAL MEDIA

Task 4	Deliverables
a. Staff guidance & training	Social media procedures
b. Creative development	Social media policy
c. Content development	Social media posts
d. Executing social media*	Social media component of strategic communication plan

TASKS 2, 3, AND 4 APPROACH

RGS envisions Task 2 being developed in close conjunction with Tasks 3 and 4. Much of the content will cross vehicles and audiences. Aligning these tasks will streamline RGS hours and VSD reviews. RGS will begin with evaluating existing efforts and will leverage the calendar, plan and recommendations developed in Task 1 to inform efforts in Tasks 2, 3 and 4.

RGS plans to identify key opportunities for media outreach and leverage existing connections in the local market to gain traction for meaningful, positive stories for VSD.

For VSD-owned channels (newsletter, website, social media, documents), RGS will create compelling content that reinforces VSD mission and vision and increases both general awareness, engagement, and public satisfaction. RGS will use deliverables from Task 1 to ensure these resources are maximized and to limit the amount of time VSD staff needs to spend on reviews.

PROPOSED METHOD TO ACCOMPLISH WORK

RGS has also included several additional optional items in the budget for these tasks. Please note that RGS does NOT markup hard costs:

- Polling/research to get a strong pulse on the community to inform efforts during the contract term and to optimize the Centennial Celebration.
- Photography and videography to ensure the most engaging content for community, social and media outreach. RGS envisions facilities and staff photography plus drone and traditional video clips. These elements can also be leveraged later for the Centennial Celebration. *
- Advertising/sponsorship budget to help increase awareness of VSD, its work and successes.
- Promotional items to share with new customers. (e.g., a VSD magnet with a 2024 calendar)
- Executing social media. RGS team members would get credentials to make/schedule the social media posts so that VSD staff does not have to.
- Paid promotion for social media content. This could be ads and/or sponsored content on Facebook, LinkedIn, Nextdoor, etc.

TASK 5 MONTHLY REPORTS

Task 5	Deliverables
a. Monthly report development	12 monthly reports
b. Community Engagement Committee	Meeting materials for 6 meetings
c. CEC review of planning documents*	Additional round of edits with CEC
d. CEC review of outreach elements*	

TASK 5 APPROACH

RGS will provide monthly reports to demonstrate project value. For the first monthly report, RGS will get VSD feedback, which will then be used as a template for the rest of the year.

RGS will prepare for, attend, and present at the Community Engagement Committee (CEC) as directed by staff. RGS has added an additional optional scope item (5c) in the event that VSD would like RGS to facilitate involvement and a single round of CEC review in developing planning and policy documents outlined in Task 1, 4 and 6. RGS has also built in an additional optional scope item to accommodate CEC review of select outreach elements (advertisement/social campaign elements, centennial campaign branding, etc.)

PROPOSED METHOD TO ACCOMPLISH WORK

TASK 6 CENTENNIAL CELEBRATION

Task 6	Deliverables
a. Campaign development	Objectives statement for Centennial Celebration
b. Partnership opportunities	Centennial tactical communications plan
c. Centennial brand development	Draft events/programs list
d. Schedule of events/programs	Centennial brand guidelines

TASK 6 APPROACH

RGS will coordinate with VSD staff, executives, and Board Members to develop the key objectives and desired outcomes from the Centennial Celebration. After the preliminary information-gathering phase, the RGS team will develop list of events and programs and tactical communications plan. A set of guidelines will be developed for VSD to ensure a consistent brand application for its centennial.

RGS intends to leverage deliverables from other tasks to help create an engaging campaign brand that reflects the proud legacy of VSD, its current mission and its vision for the future.

RGS will also support VSD with efforts to identify and attract key partners in celebrating this milestone. RGS will also look for ways to further leverage existing partnerships, like that with Coachella Valley History Museum.

PROPOSED METHOD TO ACCOMPLISH WORK

PROJECT SCHEDULE

TASKS	2023											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Task 1 Account Management												
a. Monthly strategy sessions	•	•	•	•	•	•	•	•	•	•	•	•
b. Media monitoring												
c. Translation												
d. 12-month calendar		•										
e. Strategic communications plan		•										
f. Policy & procedure updates				•								
g. Crisis response & recommendations		•										
Task 2 Community Outreach												
a. Monthly newsletter	•	•	•	•	•	•	•	•	•	•	•	•
b. Content gathering												
c. Media outreach												
d. Community updates												
e. Evaluate existing efforts		•										
Task 3 Public Relations												
a. Strategy & campaign development		•										
b. Event awareness												
c. Document development												
d. General awareness												
e. Customer onboarding												
f. Misconception management												
g. Media relations												
Task 4 Social Media												
a. Staff guidance & training				•								
b. Creative development												
c. Content development												
d. Executing social media*												
Task 5 Monthly Reports												
a. Monthly report development												
b. Community Engagement Committee	•		•		•				•		•	
c. CEC review of planning documents*	•		•									
d. CEC review of outreach elements*	•		•		•				•		•	
Task 6 Centennial Celebration												
a. Campaign development												
b. Partnership opportunities												
c. Centennial brand development								•				
d. Schedule of events/programs												•
* <i>Additional RGS-identified scope item</i>												
• <i>Definitive deliverable</i>												

D. CERTIFICATION OF PROPOSAL

CERTIFICATION OF PROPOSAL

The undersigned submits its proposal and, by doing so, agrees to furnish services to Valley Sanitary District in accordance with the Request for Proposal and to be bound by the terms and conditions of the RFP with requested exceptions to CSD's standard agreement included in **Appendix B** of this submittal.



Sophia Selivanoff, Deputy Executive Director
REGIONAL GOVERNMENT SERVICES

E. FEE PROPOSAL

Task	Ashley Metzger Strategy & Oversight	Eric Samuelson Branding & Graphics	Abigail Scott Logistics & Content	Matthew Jadrich Planning & Reporting	Hard costs	
	\$178.00/hr	\$160.00/hr	\$115.00/hr	\$110.00/hr	no markup	
Hours						
Task 1 Account Management						
a. Monthly strategy sessions	12	6	6	12		
b. Media monitoring	0	0	0	60	<i>Media tracking/recording tool</i>	\$2,000
c. Translation	0	0	0	24	<i>Translation services</i>	\$12,000
d. 12-month calendar	6	0	6	12		
e. Strategic communications plan	16	5	20	10		
f. Policy & procedure updates	3	0	6	0		
g. Crisis response & recommendations	12	4	2	6		
Task 2 Community Outreach						
a. Monthly newsletter	8	12	24	100		
b. Content gathering	4	12	12	12	<i>Photography, videography*</i>	\$4,200
c. Media outreach	6	0	6	0		
d. Community updates	0	0	16	8		
e. Evaluate existing efforts	4	0	8	0		
Task 3 Public Relations						
a. Strategy & campaign development	8	4	8	8		
b. Event awareness	6	6	12	6		
c. Document development	6	12	12	12	<i>Printing</i>	\$600
d. General awareness	6	6	24	24	<i>Polling/research, advertising/sponsorships*</i>	\$64,000
e. Customer onboarding	4	4	12	12	<i>Promotional items*</i>	\$3,000
f. Misconception management	8	0	16	8		
g. Media relations	8	0	18	6		

FEE PROPOSAL

Task	Ashley Metzger Strategy & Oversight	Eric Samuelson Branding & Graphics	Abigail Scott Logistics & Content	Matthew Jadrich Planning & Reporting	Hard costs	
	\$178.00/hr	\$160.00/hr	\$115.00/hr	\$110.00/hr	no markup	
Hours						
Task 4 Social Media						
a. Staff guidance & training	4	0	12	8		
b. Creative development	0	6	8	0	Stock graphics/photos	\$400
c. Content development	6	0	12	12		
d. Executing social media*	2	0	8	24	Paid promotion*	\$6,000
Task 5 Monthly Reports						
a. Monthly report development	0	0	24	60		
b. Community Engagement Committee	10	0	12	12		
c. CEC policy level review*	10	0	18	10		
d. CEC document level review*	16	4	24	20		
Task 6 Centennial Celebration						
a. Campaign development	4	0	20	12		
b. Partnership opportunities	4	0	16	0		
c. Centennial brand development	2	12	2	0	Stock graphics/photos	\$800
d. Schedule of events/programs	2	0	12	0		
TOTAL HOURS	177	93	376	478		
TOTAL COSTS	\$31,506.00	\$14,880.00	\$43,240.00	\$52,580.00		\$93,000.00
TOTAL BUDGET						\$235,206.00
TOTAL BUDGET WITHOUT ADDITIONAL SCOPE ITEMS						\$141,332.00

* Additional RGS-identified scope item

FEE PROPOSAL

The sealed envelope below contains the fee proposal.

FEE PROPOSAL

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APPENDIX A - RESUMES



Ashley Metzger

Lead Advisor

Ashley Metzger joined Regional Government Services (RGS) as a Senior Advisor in the Communications and Engagement Service Group in 2022. She has extensive professional experience in communications, board affairs and strategy, project and program management, media relations, branding, and supervision and provides communications and engagement services both within organizations and in the community.

Ms. Metzger holds a master's degree in politics and a bachelor's degree in American government and politics. She is the vice chair of the Public Affairs Committee in the National Water Resources Association (NWRA) and the past vice chair of the Communications Committee in the Association of California Water Agencies (ACWA).

PROFESSIONAL EXPERIENCE

REGIONAL GOVERNMENT SERVICES

Senior Advisor – Water Resources

Ms. Metzger provides services for RGS partner agencies in strategic planning, website development, and staff and community engagement.

DESERT WATER AGENCY, PALM SPRINGS

Director of Public Affairs and Water Planning

Ms. Metzger oversees water resources, conservation, outreach and GIS, represents the agency at the State Water Contractor, Delta Conveyance Project and Sites Reservoir meeting. She supervises internal and external communications and develops and oversees the annual budget.

Outreach and Conservation Manager

Ms. Metzger developed and executed outreach and produced customer and media materials with compelling messaging to support agency operations and programs. She conducted interviews with media outlets and analyzed and made recommendations on outreach and conservation best practices. In addition, she maintained the agency website and conducted legislative research.

CV STRATEGIES

Account Executive

Ms. Metzger served as the lead for renewable energy clients including the world's largest photovoltaic solar facility. She worked for water agencies across California on a variety of issues including rate restructuring, water quality issues, and customer service training.



Abigail Scott

Advisor

Abigail Scott joined Regional Government Services (RGS) as an Advisor in 2022. Ms. Scott has expertise in public engagement and facilitation.

Ms. Scott has a master's degree in state and local policy and a bachelor's degree in political science. She holds certificates in Advanced Public Engagement for Local Governments and Leading Smart Communities.

PROFESSIONAL EXPERIENCE

REGIONAL GOVERNMENT SERVICES

Advisor – Economic Development

Ms. Scott advises RGS partner agencies on ways to enhance business and revenues as well as providing services to agencies that do not have existing programs. She conducts research and analysis and guides agencies in public engagement initiatives.

QUIMBY GROUP CONSULTING

Political Strategy and Legislative Affairs Coordinator

Ms. Scott supports clients by developing strategic partnerships, policy coordination, and public outreach efforts. She manages and oversees special projects for clients including budget and communication strategies.

CALIFORNIA STATE ASSEMBLY, OFFICE OF ASSEMBLYMAN KEVIN KILEY

Caseworker

Ms. Scott was served as a liaison to the Employment Development Department to resolve complex casework requiring benefit payments, account extensions, and payment transfers. She analyzed critical information from state government administered programs including complex financial, budget, and administrative issues. She also monitored the case management system to track issues and analyzed and assessed casework for problems requiring legislative action pertaining to the public.

DAVENPORT INSTITUTE FOR PUBLIC ENGAGEMENT AND CIVIC LEADERSHIP

PEPPERDINE UNIVERSITY

Graduate Research Assistant

Ms. Scott established recommendations and performance standard for improving citizen-to-government communication throughout California, developed process improvements, conducted industry research to develop measures for civic involvement, and assisted with grant research and writing, proposals, and budget reconciliation.

THE WHITE HOUSE, OFFICE OF PUBLIC LIAISON

Intern

As an intern, Ms. Scott prepared reports to showcase legislative initiatives, oversaw social media engagement, and monitored public opinion on the administration's policy initiatives and executive actions. She planned and reviewed the work of administrative support personnel and served as a liaison between the presidential administration and constituents by organizing briefings and listening sessions with the public.

CITY OF MALIBU

Public Engagement Facilitator

Ms. Scott facilitated multiple listening sessions with residents on topics of disaster preparedness and city recovery efforts.



Eric Samuelson

Advisor

- Founder | Freelance Graphic Designer | Artist – Digital Art Organic [2021 – present] Pacifica, CA
- Founder | Graphic Designer – One Mind Communications [2010 - 2021] La Quinta & Oakland, CA
- Graphic Designer | Art Director – Samuelson Creative [2003 - 2010] La Quinta, CA
- Creative Director | Designer – Left Coast Group [2001 - 2003] Berkeley, CA
- Creative Director | Lead Designer – TheMan.com [1999 - 2000] San Francisco, CA
- Creative Director | Designer – Left Coast Group [1998 - 1999] Berkeley, CA
- Senior Art Director – Foote, Cone & Belding Direct West [1996 - 1997] San Francisco, CA
- Junior Art Director | Graphic Designer | J. Walter Thompson/West [1993 - 1995] San Francisco, CA
- Ad Services Supervisor | J. Walter Thompson/West [1991 - 1992] San Francisco, CA
- Ad Services Coordinator | J. Walter Thompson/West [1987 - 1990] San Francisco, CA

CLIENT HISTORY

- American Hawaii Cruises
- Aristotle Software
- Arta Health Network
- Borland International
- Boy Scouts of America
- Inland Empire
- C3 Industries
- California Lottery
- CampusExplorer.com
- Cellular One
- Centers for Spiritual Living
- Palm Desert Center for Spiritual Living
- César Bar and Restaurant
- Cheskin Research
- Chez Panisse Restaurant & Café
- Chiron Corporation
- Churchill Pacific
- City of Berkeley
- City of Indian Wells
- Club Mark Corporation
- Malawi School Project
- Marin Wine Vaults
- McClellan Lighting Gallery
- Meals on Wheels of SF
- Multivox Technologies
- Musicians Against Aids
- Nature's Healing Place
- Nestlé
- Netcom
- Netscape
- Oasis Fitness
- Pacific Partners International
- PPI Golf
- Preferred Plumbing, AC & Heating
- Professional Club Placement Services
- PTS Intertech
- Quantum Event Hosting
- Renova Solar
- Roberts Consulting Group
- San Jacinto Valley Academy
- SafeHouse of the Desert

- Commerce West Insurance
- Computer Associates
- Copier Careers
- Cowgirl Creamery
- Custom Vintage Wine Cellars
- Desert Diva Boutique
- Desert Saje Natural Wellness
- Discovery Channel Multimedia
- Disney Interactive
- Earth Witch Gardening
- East Bay Regional Parks District
- East Bay Youth Orchestras
- Essilor
- Excite
- Fineman PR
- Gary Kott's Creative Warehouse
- Gas Station Exchange
- GE Capital
- Global Truth Network
- Goldwyn Golf
- GraphTek
- Harbinger Sports
- Health Empowerment Enterprises,
Conference for Healthy Living
- Homegrown Records
- Indian Wells Chamber of Commerce,
Challenge Cup
- Indian Wells Golf Resort
- Kaiser Permanente
- Kodak
- Levi Strauss
- Lexis Publishing
- Looksmart
- Mail.com
- Salesforce.com
- Scotty's Home Care
- Seabourn Cruise Line
- Silex Vineyards
- Sport Vision
- Sprint
- Stuart Anderson's Restaurants
- Sun Microsystems
- Supercuts
- SwimCool Systems
- Sylmark
- TechProse
- TheMan.com
- The Research Trust
- Three Dog Bakery
- Total Meeting Solutions
- Tour de Palm Springs
- Transmeta Corporation
- Turnkey Hospitality
- US Coast Guard
- Varilux
- Varsity Marketing
- Ventaso
- Vidius
- Visit Oakland
- Weider Publications, Flex and Muscle
& Fitness Magazines
- Western Medical Management Group
- Western Pioneer Insurance
- White Shark Imports
- Zoot Hawaii

EDUCATION

B.A. English – University of Virginia (1987) Charlottesville, VA



Matthew Jadrich

Technical Specialist

Matthew Jadrich joined Regional Government Services (RGS) as a Technical Specialist serving the JPA in 2018. He is a highly skilled project manager and team leader with extensive background in oversight of technical and logistical projects in diverse business environments. In addition to overseeing the technical aspects RGS communications and outreach, Mr. Jadrich serves as a Communications Specialist for RGS partner agencies.

TECHNICAL PROFICIENCIES

Platforms: Windows, Mac OS 10-7, Adobe Connect, Zoom, RingCentral

Tools: Adobe Suite, Canva, CivicPlus, WordPress, Oracle, Microsoft Office Suite

LinkedIn Credentials:

- Marketing Analytics: Presenting Digital Marketing Data
- Content Marketing Foundations
- Content Marketing: Newsletters
- Write Marketing Copy
- Write for the Web
- Marketing During a Crisis

PROFESSIONAL EXPERIENCE

REGIONAL GOVERNMENT SERVICES

Communications Specialist

2018 - Present

Mr. Jadrich provides communications services such as facilitating production of the monthly agency newsletter, managing RGS presence on LinkedIn, coordinating marketing outreach. In addition, he provides technical hosting for RGS Training and Development sessions and completes agency website work.

CANNERY ROW ANTIQUE MALL, MONTEREY, CA

Supervisor/ Antique Dealer

2009 - Present

Mr. Jadrich supervises the daily business activities of 100 dealers and ten staff members and manages the cash drawer, daily deposits, and shipping estimates. He appraises merchandise and offers it for resale with an average monthly volume of \$80,000. He provides technical support to the dealership and conceived and implemented a proprietary inventory system.

CHUCK EVEY ELECTRICAL, SAN JOSE

Electrician Apprentice

2005 – 2008

Mr. Jadrich provided electrical services in residential and commercial environments. He repaired and replaced wiring, equipment, and fixtures ensuring work was in compliance with all relevant codes.

IBM /RATIONAL SOFTWARE/PURE ATRIA/PURE SOFTWARE, CUPERTINO

Supplier Base Manager

Senior Buyer/Planner

Materials Planner/Buyer

1995 - 2004

Mr. Jadrich oversaw the global lead management lead management logistics program for the Marketing Operations group. He established and maintained best practices of product release, procurement, inventory management, and customer shipments through leverage of Oracle 11i platform and provided logistical project management support to cross-functional teams. He introduced performance measurement metrics to track cost and return-on-investment data and improved delivery of materials and services to customers.

**APPENDIX B – REQUESTED
EXPEPTIONS TO THE AGREEMENT**

APPENDIX B – REQUESTED EXCEPTIONS TO THE AGREEMENT

SECTION 12. INDEPENDENT CONTRACTOR

Ads second paragraph —

District shall not have the ability to direct how services are to be performed, specify the location where services are to be performed, or establish set hours or days for performance of services, except as set forth in this Agreement. District confirms that Consultant employees are not assuming and are not expected to assume any District staff position(s).

SECTION 13. INSURANCE

SUBSECTION F.

Amend as follows:

Prior to ~~execution of starting work on~~ the Agreement, the Consultant shall file with the District evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein.

*Please note that RGS carriers will not issue evidence of coverage that includes an additional insured endorsement until an agreement has been executed. We have included a sample Certificate of Insurance here of your information.

SUBSECTION H (I) (1) QUALIFYING INSURERS

Amend as follows:

Add to the end of the paragraph —

Alternatively, if Consultant is a public agency, it can, pursuant to California Government Code Section 990, satisfy the insurance requirements set forth herein with a combination of self-insurance and self-insured pool insurance.

SECTION 14 – INDEMNIFICATION

Amend as follows:

a. To the fullest extent permitted by law, Consultant shall defend (with counsel ~~of reasonably acceptable to District's choosing~~) against third party claims, indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in

APPENDIX B – REQUESTED EXCEPTIONS TO THE AGREEMENT

any manner **to the extent** arising out of, pertaining to, or incident to any alleged **negligent** acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all expert witness fees, **reasonable** attorneys' fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Consultant or the District, its officials, officers, employees, agents or volunteers. **Notwithstanding the foregoing and for the avoidance of doubt, nothing herein shall be interpreted as obligating Consultant to indemnify District against its own negligence or willful misconduct.**

SECTION 18. TERMINATION, SUBSECTION B

Amend as follows:

b. Consultant may terminate its obligation to provide further services under this Agreement upon 30 calendar days' written notice to District. **~~only in the event of substantial failure by District to perform in accordance with the terms of this Agreement through no fault of Consultant.~~**



**VALLEY
SANITARY
DISTRICT**

45500 Van Buren Street
Indio, CA 92201

Giving Water Another Chance



REQUEST FOR PROPOSALS

for
COMMUNICATIONS & OUTREACH SERVICES

Release Date: October 20, 2022

Deadline for Submission: November 10, 2022

Contact Person: Beverli A. Marshall

**VALLEY SANITARY DISTRICT
REQUEST FOR PROPOSALS
COMMUNICATIONS & OUTREACH SERVICES**

INSTRUCTIONS TO PROPOSERS

I. BACKGROUND AND INTRODUCTION

The Valley Sanitary District (“VSD”) is in the Coachella Valley about 20 miles southwest of the Palm Springs airport. VSD is a wastewater district, founded by a vote on March 20, 1925, operating under the Sanitary District Act of 1923. VSD has approximately 30,000 connections in a 19.5 square mile service area serving a population of about 85,000 in the communities of Indio, Coachella, La Quinta, and unincorporated Riverside County.

VSD is governed by a five-member Board of Directors and led by a senior management team comprised of a General Manager, District Engineer, Chief Operating Officer, and Chief Administrative Officer. Staff includes 36 full-time regular employees working in three departments: Administrative Services, Operations, and Engineering.

The District is committed to providing wastewater collection, treatment, and reuse in an environmentally conscious and affordable manner. The District’s Strategic Plan is reviewed annually and lists six overarching goals.

1. Fully Staffed with a Highly Trained and Motivated Team
2. Increase Recycling, Reuse, and Sustainability
3. Excellent Facilities
4. Increase Community Understanding and Support
5. Long-Term Financial Strength
6. Improve Planning, Administration and Governance

VSD has prepared this request for proposals (“RFP”) and is requesting proposals from qualified and interested firms¹ (“Proposers”) to provide professional communications and public outreach services via a task-order style agreement (the “Project”) to further Strategic Plan Goal 4: Increase Community Understanding and Support. The primary work will consist of developing an annual public outreach plan and overall responsibility for implementing the strategy and assisting staff with program improvements on an ongoing basis.

II. SCOPE OF SERVICES; PROFESSIONAL SERVICES AGREEMENT

The scope of services (“Services”) sought under this RFP are set forth in more detail in Exhibit “A”, attached hereto and incorporated herein by this reference.

Notwithstanding the inclusion of such Services in the RFP, the final scope of Services negotiated between VSD, and the successful Proposer shall be set forth in the

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

Professional Services Agreement (“Agreement”) executed by and between VSD and the successful Proposer. A copy of the Agreement is attached as Exhibit “B”.

III. VSD CONTACT

The principal contact for VSD is Beverli A. Marshall, General Manager, 760-238-5400, bmarshall@valley-sanitary.org or a designated representative, who will coordinate the assistance to be provided by VSD to the Proposer. No other members of VSD’s staff or VSD’s Board should be contacted about this procurement during the RFP process. Any and all inquiries and comments regarding this RFP must be submitted in writing, unless otherwise instructed by VSD. VSD may, in its sole discretion, disqualify any Proposer who engages in any prohibited communications.

IV. REQUESTS FOR CLARIFICATION

All questions, requests for interpretations or clarifications, either administrative or technical must be requested in writing and directed to the VSD Contact, identified above. All written questions, if answered, will be answered in writing, conveyed to all interested firms, and posted on VSD’s website. Oral statements by any persons should be considered unverified information unless confirmed in writing. To ensure a response, questions must be received in writing by 2:00 p.m. local time by the identified date.

V. PROPOSAL REQUIREMENTS

Proposal responses must adhere to the requirements set forth in this section, both for content and sequence. Failure to adhere to these requirements or the inclusion of conditions, limitations or misrepresentations may be cause for rejection of the submittal. Use 8-1/2” X 11” sheets (foldouts are acceptable for charts, etc.) and font size large enough to be easily legible, but not smaller than 12-point font.

The original proposal and each subsequent copy must be submitted on paper, properly bound, appropriately tabbed and labeled in the following order:

A. Cover Letter. Provide a cover letter and introduction, including the name and address of the organization and individual submitting the proposal, together with the name, address, telephone and fax numbers, and e-mail address of the contact person who will be authorized to represent the organization, and an expression of the Proposer’s ability and desire to meet the requirements of this RFP. The letter must be signed by an individual authorized to bind the firm contractually.

B. Proposer Statement Of Qualifications. Describe the Proposer’s resources, experience, and capabilities as they relate to providing the Services. Submit in the order identified below:

1. **Executive Summary.** An executive summary should briefly describe the Proposer’s qualifications and ability to perform the Services.
2. **Qualifications and Experience.** The proposal should:

Provide a description of how the Proposer's experience, technical and professional skills will meet the goals and fulfill the general functions identified in this RFP.

Any key staff members who would be involved in the performance of the scope of work. Provide their resumes, describe their experience, and identify their proposed role for the Project.

State the number of years the firm has conducted business.

Provide a description of the three most relevant contracts held within the last five years.

3. Evidence Of California Licensing. The proposal should include appropriate documentation showing the Proposer is properly licensed in the State of California to perform the Services requested in the scope of work.

4. References. The Proposer shall provide a minimum of four client references, preferably city, county, or special district for whom the Proposer has previously performed services of similar type and scope within the last five years.

5. Subcontractors. The Proposer shall identify functions that are likely to be subcontracted and identify the subcontractor that is anticipated to perform each function, if known at this time.

C. Proposed Method to Accomplish the Work. Describe the technical and management approach to providing the Services to VSD. Proposer should consider the scope of the Project, goals of VSD, and general functions required. Include a draft schedule of tasks, milestones, and deliverables that will provide for timely provision of the Project. In reviewing the scope of work, the Proposer may identify additional necessary tasks and is invited to bring these to VSD's attention within the discussion of its proposed method to accomplish the Project.

D. Certification of Proposal. This section shall state: "The undersigned submits its proposal and, by doing so, agrees to furnish services to VSD in accordance with the Request for Proposal and to be bound by the terms and conditions of the RFP."

E. Sealed Fee Proposal. Please provide a lump sum, not-to-exceed fee proposal for the Project. The fee proposal shall be broken down by task and further broken down by staff, subconsultant costs, and expenses for each task. The fee proposal shall include hourly rates for all personnel.

VI. PROPOSAL CONSIDERATIONS

A. No Deviations from the RFP. In submitting a proposal in response to this RFP, Proposer is certifying that it takes no exceptions to this RFP including, but not

limited to, the Agreement attached hereto as Exhibit “B”. If any exceptions are taken, such exceptions must be clearly noted in the proposal and may be reason for rejection of the proposal. As such, Proposer is directed to carefully review the proposed Agreement and, in particular, the insurance and indemnification provisions therein.

B. Collusion. By submitting a Proposal, each Proposer represents and warrants that its Proposal is genuine and not a sham or collusive or made in the interest of or on behalf of any person not named therein; that the Proposer has not directly or indirectly induced or solicited any other person to submit a sham Proposal, or any other person to refrain from submitting a Proposal; and that the Proposer has not, in any manner, sought collusion to secure any improper advantage over any other person submitting a Proposal.

C. Conflicts of Interest. Proposers shall comply with all regulations and laws dealing with conflict of interest disclosure and reporting. Proposers shall not be engaged if a conflict of interest exists.

D. Withdrawal of Proposals. A Proposer may withdraw its proposal before the expiration of the time for submission of proposals by notifying and requesting VSD’s representative remove the Proposer’s submission.

E. Financial Health and Reputation. VSD reserves the right to consider the financial responsibility and general complexity of each Proposer, as well as its reputation within the industry to determine if the Proposer has the apparent ability to meet and successfully complete the requirements of the work. Upon request, the Proposer shall provide a financial statement, audited if necessary, in addition to any other information requested by VSD.

F. Confidentiality of Proposal. Proposals submitted in response to this RFP shall be held confidential by VSD and shall not be subject to disclosure under the California Public Records Act (CGC section 6250 et seq.) until after either VSD and the successful Proposer have completed negotiations and entered into an Agreement or VSD has rejected all proposals. All correspondence with VSD including responses to this RFP will become the exclusive property of VSD and will become public records under the California Public Records Act. VSD will have no liability to the Proposer or other party as a result of any public disclosure of any proposal or the Agreement.

If a Proposer desires to exclude a portion of its proposal from disclosure under the California Public Records Act, the Proposer must mark it as such and state the specific provision in the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. For example, if a Proposer submits trade secret information, the Proposer must plainly mark the information as “Trade Secret” and refer to the appropriate section of the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption.

If a request is made for information marked “Confidential”, “Trade Secret” or “Proprietary” (“Proprietary Information”), VSD will provide Proposers who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction. Proposer shall have five (5) working days after receipt of such notice to give VSD written notice of Proposer's objection to VSD's release of Proprietary Information. Proposer shall indemnify, defend and hold harmless VSD, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. Proposals which indiscriminately identify all or most of the proposal as exempt from disclosure without justification may be deemed unresponsive and disqualified from further participation in this RFP.

VII. EVALUATION CRITERIA

The proposal evaluation criteria include the following.

- Experience and history of performing similar services for a public agency
- Qualified personnel and other resources to meet the scope of services
- Proposal cost to perform the services
- Completeness, thoroughness, clarity, and neatness of proposal
- References
- Proposed method to accomplish the Services
- Proper and current licenses and certifications

During the evaluation process, VSD reserves the right, where it may serve VSD's best interest, to request additional information or clarifications from Proposers, or to allow corrections of errors or omissions. Proposers may be invited to make an oral presentation.

The contract, if awarded, shall be to the most qualified Proposer, which submits the proposal that, in the sole judgment of VSD, is in the best interest of VSD. Upon selection of a Proposer, VSD will endeavor to negotiate a mutually agreeable agreement with the selected Proposer. In the event that VSD is unable to reach agreement, VSD will proceed, at its sole discretion, to negotiate with the next Proposer selected by VSD. VSD reserves the right to contract for services in the manner that most benefits VSD including awarding more than one contract if desired.

After negotiating a proposed Agreement that is fair and reasonable, VSD staff will make the final recommendation to VSD Board concerning the proposed Agreement. VSD Board has the final authority to approve or reject the Agreement.

VIII. SUBMITTAL INSTRUCTIONS

The proposal must be received no later than 4:00 p.m. local time, on or before November 18, 2022, at the District's office.

Valley Sanitary District
45-500 Van Buren St.
Indio, CA 92201

The envelope should clearly indicate "Proposal for (Project Name)" and Proposer's name and address shall appear in the upper left-hand corner of the envelope. If more than one envelope is required, each envelope shall be legibly numbered below the name of the Proposer, e.g. Envelope 1 of 3, as required.

VSD will not be responsible for proposals that are delinquent, lost, incorrectly marked, sent to an address other than that given herein, or sent by mail or courier service and not signed for by VSD. Proposals received after this date will be returned to the Proposers unopened. Faxed or electronically submitted proposals will not be accepted.

IX. PROTESTS

A. Protest Contents. Protests based on the content of the RFP shall be submitted to VSD no later than 10 calendar days prior to the scheduled proposal submittal deadline. If necessary, the proposal submittal deadline may be extended pending a resolution of the protest. Proposer may protest a contract award if the Proposer believes that the award was inconsistent with VSD policy, or this RFP, is not in compliance with law. A protest must be filed in writing with VSD (email is unacceptable) within five business days after receipt of notification of the intended contract award.

Any protest submitted after 4 p.m. of the fifth business day after notification of the intended contract award will be rejected by VSD as invalid and the Proposer's failure to timely file a protest will waive the Proposer's right to protest the contract award. The Proposer's protest must include supporting documentation, legal authorities in support of the grounds for the protest and the name, address and telephone number of the person representing the Proposer for purposes of the protest. Any matters not set forth in the protest shall be deemed waived.

B. VSD Review. VSD will review and evaluate the basis of the protest provided the protest is filed in strict conformity with the foregoing. VSD shall provide the Proposer submitting the protest with a written statement concurring with or denying the protest. Action by VSD relative to the protest will be final and not subject to appeal or reconsideration. The procedure and time limits set forth in this section are mandatory and are the Proposer's sole and exclusive remedy in the event of protest. Failure to comply with these procedures will constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings.

X. PROPOSAL SCHEDULE

The tentative schedule is as follows:

ACTION	DATE
Publish Request for Proposals (RFP)	October 20, 2022
Last Day to Submit Questions for Clarification received by VSD on or before 4:00 p.m.	October 28, 2022
Clarifications Issued by VSD on or before	November 2, 2022
Deadline for Receipt of Proposals submitted on or before 4:00 p.m.	November 10, 2022
Community Engagement Committee reviews proposals	November 15, 2022
Board authorizes contract with selected firm	December 13, 2022
Notification of Contract Award	December 14, 2022
Services begin	January 1, 2023

XI. ADDENDA

VSD reserves the right to revise the RFP prior to the time set to receive proposals. Revisions, if any, shall be made by written addenda. All addenda issued by VSD shall be included in the proposal and made part of the RFP. Each Proposer shall leave with VSD its name, address, phone and fax numbers, and e-mail address for the purpose of receiving Addenda. VSD will cause copies of addenda to be mailed, faxed, delivered or e-mailed to such names at such addresses. Proposers are responsible for ensuring that they have received any and all addenda. Each Proposer should contact VSD to verify that it has received all addenda issued, if any, prior to the bid opening. Failure to acknowledge receipt of all addenda may result in bid rejection.

XII. GENERAL CONDITIONS

A. Amendments to Proposals. Unless specifically requested by VSD, no amendment, addendum or modification will be accepted after a proposal has been submitted to VSD. If a change to a proposal that has been submitted is desired, the submitted proposal must be withdrawn and the replacement proposal submitted prior to the deadline stated herein for receiving proposals.

B. Non-Responsive Proposals. A proposal may be considered non-responsive if conditional, incomplete, or if it contains alterations of form, additions not called for, or other irregularities that may constitute a material change to the proposal.

C. Costs for Preparing. VSD will not compensate any Proposer for the cost of preparing any proposal, and all materials submitted with a proposal shall become the property of VSD. VSD will retain all proposals submitted and may use any idea in a proposal regardless of whether that proposal is selected.

D. Cancellation. VSD reserves the right to cancel this request for proposals at any time prior to contract award without obligation in any manner for proposal preparation, interview, fee negotiation or other associated marketing costs.

E. Price Validity. Prices provided by Proposers are valid for 90 days from the proposal due date. VSD intends to award the contract within this time but may request an extension from the Proposers to hold pricing, until negotiations are complete, and the contract is awarded.

F. No Commitment to Award. Issuance of request for proposals and receipt of proposals does not commit VSD to award a contract. VSD expressly reserves the right to postpone the proposal for its own convenience, to accept or reject any or all proposals received, to negotiate with more than one Proposer concurrently, or to cancel all or part of this request for proposals.

G. Right to Negotiate and/or Reject Proposals. VSD reserves the right to negotiate any price or provision, task order or service, accept any part or all of any proposals, waive any irregularities, and to reject any and all, or parts of any and all proposals, whenever, in the sole opinion of VSD, such action shall serve its best interests and those of the tax-paying public. The Agreement, if any is awarded, will go to the Proposer whose proposal best meets VSD's requirements.

END INSTRUCTIONS TO PROPOSERS

EXHIBIT “A”
PROPOSED SCOPE OF SERVICES

The District seeks a cost-effective approach for Social Media and Public relations services for community outreach and communications between the District and its customers. The following task list is a general preliminary Scope of Services to communicate the District’s expectations. Firms should identify any additional services required to meet District’s expectations, provide a price, and document the reasons for the additional services. It is at the District’s discretion which services are required.

1. Account Management

- a. By phone or teleconference capabilities, participate in monthly strategy discussions with designated District contact(s).
- b. Monitor local and national publications and online alerts for Valley Sanitary District stories.
- c. Provide Spanish and other language translation services for targeted communication pieces.
- d. Develop and manage a 12-month calendar for District communications and an execution plan.
- e. Provide management and direction in implementing and maintaining a strategic communication plan by managing media relations for the Valley Sanitary District, keeping the public and the workforce informed, and engaging the public in special District, wastewater, and local government subject matters.
- f. Champion, manage and monitor the use of all forms of communication described below and other communication methods that are available or might become available in the future. Work with Staff to identify needed policy and procedure updates, seek approval, and implement updates. Monitor local and national publications and online alerts for stories about Valley Sanitary District.
- g. Provide recommendations and strategies as deemed appropriate to enhance the District’s image, messaging, and brand identity.
 - Provide crisis communication counsel as necessary.
 - Concept development, including quality graphic design.
 - Develop original copy (text), copywriting, and editing, including Spanish and other language marketing collateral.

2. Community Outreach

- a. Develop a monthly digital news platform to educate and advise subscribers on District's issues, meetings, events, programs, services, and projects.
- b. Work with District partners and influencers to gather news about the District for distribution via social media, e-news platform, and the District website.
- c. Develop news releases, media advisories, articles, website content, and fact sheet for District events, initiatives, projects, and services.
- d. Provide community outreach to ensure public engagement related to District ongoing activities and objectives, including ongoing drought messaging, water quality reporting, graphic design, and media production.
- e. Examine existing and upcoming programs and initiatives of the District and develop strategies for promoting efforts in the community

3. Public Relations

- a. Enhance the District's social media outlets, including providing strategic support for communication projects, initiatives, and campaigns designed to advance the District's vision, mission, image, and branding.
- b. Develop public relations strategies to raise public and community awareness of the District's upcoming events.
- c. Create messaging to drive interaction and share relevant content by providing opportunities to interact with the programs and services. Draft and edit news releases and media advisories, and distribute designated media outlets upon direction and approval by the District's General Manager, or designee.
- d. Develop public relations strategies to raise public and community awareness of the District's matters upon direction and approval by the District's General Manager and Board of Directors.
- e. Continue to refine and develop new customer onboarding engagements via email messages and content about the District services, meetings, and service options.
- f. Develop strategies for countering misinformation and misconceptions.
- g. Tracking and responding to stories, events, and crises, in the media that may benefit the District from a response on behalf of the District, upon direction and approval by the District's General Manager or designee.

4. Social Media

- a. Provide District staff with guidance on marketing best practices as a critical

source for social media content.

- b. Identify appropriate imagery to aid social media posts' work impact and reach.
- c. Build messaging that can be used in various channels, including social media and paid traditional media, to target critical audiences through timely and relevant channels to drive awareness, create an emotional connection, educate on important actions, and drive traffic to the website.

5. Monthly Reports

Submit monthly reports to the District summarizing activities during the previous month before identified due date. Meet with the Community Engagement Committee as requested to discuss reports and deliverables. The Community Engagement Committee meets at 1:00 p.m. on the third Tuesday in January, March, May, July, September, and November.

6. Centennial Celebration Development and Programming

In conjunction with District staff, develop a schedule of events and partnership opportunities surrounding the District's centennial (March 2025) to educate the community about the history and growth of the District. Develop physical and digital branding and media to further this education effort. Identify opportunities that leverage the District Centennial to educate customers about current programs.

The District has an outreach and education contract with the Coachella Valley History Museum and has designed and installed a display to educate the public about the history wastewater in the Coachella Valley. The Museum also includes information about the District in its tours and other events and social media posts.

Assist staff with branding, marketing, and planning for a signature event on or around March 20, 2025.

District staff has identified the timeframe of July 2024 through March 2025 for the celebration of the District's Centennial. Staff is considering multiple events that would leverage community partnerships and/or other program developments in the Communications and Public Outreach work program, including: the launch of a District Centennial brand identity, the relaunch of an updated District website, the debut of one or a series of digital videos about District history on the District YouTube Channel.

The Centennial programming should include a Signature Event on or around March 20, 2025, to be hosted at the Coachella Valley History Museum, that would be geared towards local VIPs, influencers, and both current and past District employees to provide a climax for the District's Centennial celebration.

EXHIBIT "B"
VALLEY SANITARY DISTRICT
PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of _____, 20____, by and between the Valley Sanitary District, a California Special District ("District"), and _____, a _____, with its principal place of business at _____ ("Consultant"). District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. District is a public agency of the State of California and needs professional services for the following project: Grant Writing Services – Recycled Water Project (hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for District to retain Consultant to provide the services described herein.

AGREEMENT

The Parties agree as follows:

1. Services.

Consultant promises and agrees to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to supply the professional consulting services necessary fully and adequately for the Project. Consultant shall provide the District with the services described in the scope of services attached hereto as Exhibit "A" and by this reference incorporated herein.

2. Compensation.

a. The District shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "A" attached hereto and by this reference incorporated herein. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **[***INSERT AMOUNT WRITTEN OUT***]** (**[\$***INSERT NUMBER***]**). This amount is to cover all printing and related costs, and the District will not pay any additional fees for printing expenses.

b. Periodic payments shall be made within 30 days of receipt of an undisputed invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis. The District may withhold a portion of an application for payment because of defective work not remedied or unsatisfactory prosecution of the work by the Consultant. The

District will release any withheld funds upon Consultant satisfactorily remedying the issue that resulted in the withholding. The District will not pay late fees to the Consultant on the compensation due Consultant under the terms of this Agreement.

c. Payment shall not constitute acceptance of any work completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the District for any reason whatsoever.

3. Additional Work.

If changes in the work seem merited by Consultant or District, and informal consultations with the other Party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the District by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the District and executed by the Parties before performance of such services, or the District will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Term of Agreement.

a. The term of this Agreement shall be from January 1, 2023, to December 31, 2023, unless earlier terminated as provided herein. The District shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than two additional one-year terms. Consultant shall complete the services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement, if necessary, to complete the services.

b. Consultant shall complete the services within the term of this Agreement and in accordance with the schedule set forth in Exhibit "A" attached hereto and by this reference incorporated herein.

c. Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the District to proceed.

5. Delays in Performance.

a. Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the

other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

6. Consultant's Books and Records.

a. Consultant shall keep and shall preserve for four years after final completion of the project, accurate and detailed records of all ledgers, books of account, invoices, vouchers, cancelled checks, and other documents or records evidencing or relating to the work, services and disbursements charged to the District under this Agreement (collectively, "Books and Records"). Any and all Books and Records must be maintained in accordance with generally accepted accounting principles and must be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant under this Agreement. During such four-year period, Consultant shall give the District and its agents, during normal business hours, access to such Books and Records. The District and its agents shall have the right to make copies of any of the said Books and Records.

b. Where the District has reason to believe that any of the Books and Records required to be maintained by this section may be lost or discarded due to dissolution or termination of Consultant's business, the District may, by written request, require that custody of such Books and Records be given to a person or entity mutually agreed upon and such Books and Records thereafter shall be maintained by such person or entity at Consultant's expense. Access to the Books and Records shall be granted to the District and its representatives.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the District, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

8. Permits, Licenses, Fees and Other Charges.

Consultant shall, in accordance with applicable laws and ordinances, obtain at its expense all permits and licenses necessary to accomplish the services. Failure to maintain a required license or permit may result in immediate termination of this Agreement.

9. Qualifications.

Consultant represents and warrants to the District that it has the qualifications, experience, licenses, and facilities necessary to properly perform the services in a competent and professional manner.

10. Standard of Care.

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level

of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

11. Assignment and Subconsultant.

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the District, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

12. Independent Contractor.

Consultant is retained as an independent contractor and is not an employee of District. No employee or agent of Consultant shall become an employee of District. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from District as herein provided.

13. Insurance.

Consultant shall not commence work for the District until it has provided evidence satisfactory to the District it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the District.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project

- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give District, its officers, employees, agents and District designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the District, and provided that such deductibles shall not apply to the District as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the District.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give District, its officers, employees, agents and District designated volunteers additional insured status.

(iv) Subject to written approval by the District, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the District as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this

Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the “Workers’ Compensation and Insurance Act,” Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer’s Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers’ compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the District and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. “Covered Professional Services” as designated in the policy must specifically include work performed under this Agreement. The policy must “pay on behalf of” the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the

Agreement:

Coverage	Combined Single Limit
Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer’s Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the District evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO

CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the District at least 30 days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least 10 days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the District at least 10 days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the District or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one-year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide waiver of subrogation in favor of the District, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District and, shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the District and shall not preclude the District from taking such other actions available to the District under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the District, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the District, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by District will be promptly reimbursed by Consultant or District will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, District may cancel this Agreement.

(iii) The District may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the District nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements.

Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the District that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the District as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, District may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

14. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or

equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Consultant or the District, its officials, officers, employees, agents or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

15. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations Title 8, Section 16000, et seq. ("Prevailing Wage Laws), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws, if applicable. Consultant shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain

registration for the duration of the Project and require the same of any subconsultants, as applicable.

c. The Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the District. Consultant shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

16. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

17. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Riverside, State of California, and the Parties hereto consent to the exercise of personal jurisdiction over them by any such courts for purposes of any such action or proceeding.

18. Termination

a. The District may terminate the Agreement, in whole or in part, with or without cause, upon 10 days written notice to Consultant. Upon receipt of the termination notice, Consultant shall promptly discontinue services unless the notice directs to the contrary. In the event the District renders such written notice to Consultant, Consultant shall be entitled to compensation for all services properly rendered prior to the effective date of the notice and all further services set forth in the notice. The District shall be entitled to reimbursement for any compensation paid in excess of services rendered and shall be entitled to withhold compensation for defective work or other damages caused by Consultant's services.

Consultant acknowledges the District's right to terminate this Agreement as provided in this section, and hereby waives any and all claims for damages that might arise from the District's termination of this Agreement. Consultant shall deliver to the District and transfer title (if necessary) to all completed work, and work in progress including drafts, documents, plans, forms, maps, products, graphics, computer

programs and reports. The District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon 30 calendar days' written notice to District only in the event of substantial failure by District to perform in accordance with the terms of this Agreement through no fault of Consultant.

19. Documents.

All original papers, maps, models, designs, studies, surveys, reports, data, notes, computer files, documents, drawings and other work product (collectively "Work Product") produced by Consultant pursuant to this Agreement, except documents which are required to be filed with public agencies, shall be deemed solely the property of the District. Consultant will take such steps as are necessary to perfect or protect the ownership interest of the District in such Work Product. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to the District all such original Work Product in Consultant's possession or control.

20. Confidential Information.

All information gained or Work Product produced by Consultant in the performance of this Agreement will be considered confidential unless such information is in the public domain. Consultant shall not release or disclose any such information or Work Product to persons or entities other than the District without the prior written consent of the District, except as otherwise required by law. Consultant shall promptly notify the District should Consultant or its representatives be served summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, requests for admissions or other discovery request or court order from any third party regarding this Agreement and the services performed under this Agreement.

21. Organization.

Consultant shall assign _____ as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the District.

22. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

23. Notice.

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

DISTRICT:

CONSULTANT:

Valley Sanitary District
45500 Van Buren Street
Indio, CA 92201
Attn: General Manager

[**INSERT NAME, ADDRESS &
CONTACT PERSON**]

and shall be effective upon receipt thereof.

24. Third Party Rights.

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the District and the Consultant.

25. Cooperation.

Consultant shall cooperate in the performance of work with the District and all other agents.

26. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

27. Entire Agreement.

This Agreement, with its exhibits, represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which is not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

28. Severability.

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

29. Successors.

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement.

30. Non-Waiver.

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

31. Time of Essence.

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

32. District's Right to Employ Other Consultants.

District reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

33. Prohibited Interests.

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no official, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

34. Counterparts.

This Agreement may be signed and delivered in any number of counterparts, each of which, when signed and delivered, shall be an original, but all of which shall together constitute one and the same Agreement.

35. Authority to Execute.

Each Party represents and warrants to the other Party that all necessary action has been taken by such Party to authorize the undersigned to execute this Agreement and to bind it to the performance of its obligations hereunder.

36. Survival.

All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE VALLEY SANITARY DISTRICT
AND [***CONSULTANT NAME***]**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

VALLEY SANITARY DISTRICT

[*CONSULTANT NAME***]**

By: _____

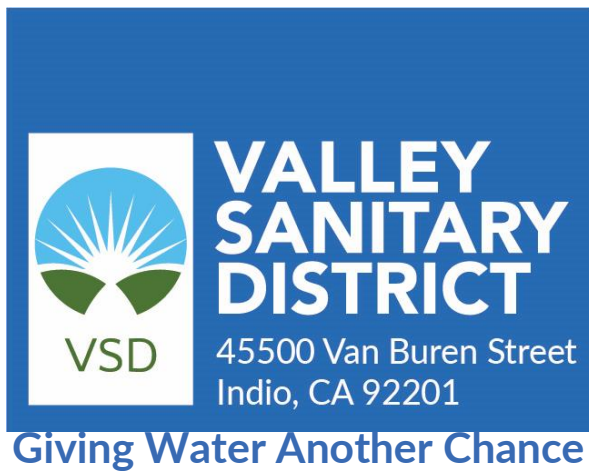
By: _____

Its: _____

Its: _____

Name: _____

Name: _____



**RESPONSE TO QUESTIONS
for
“COMMUNICATIONS AND OUTREACH SERVICES”**

November 1, 2022

Valley Sanitary District has received several questions regarding this Request for Proposals. Please review the questions and answers in preparing your proposal, which must be received **no later than 4:00 pm, November 10, 2022.**

1. Please clarify the deadline for submission. Page 1 and Page 8 say November 10, page 7 says November 18.

*The date listed on page 7 of the RFP is a typo. The due date, as stated on the cover page and again on page 8, November 10, 2022, is correct. To be considered, proposals must be submitted by **4:00 p.m. November 10, 2022.***

2. Does VSD currently have an existing relationship with a strategic communications / public relations agency? If so, are you satisfied with their work?

VSD currently has a contract with a firm to provide public relations and communications. The firm has completed the work assigned and has provided quality services. The Community Engagement Committee requested that a Request for Proposals be published now that we have been engaging in these services for the past year. This was new for VSD, and the Board and Committee were in a learning mode and now have a better idea of what they are looking for regarding these types of services.

3. What not-to-exceed budget or budget range does VSD have in mind for this contract?

The Committee and Board are open to the budget range for this contract. They are interested in the value provided in relation to the cost.

4. Can you confirm that you intend to select one firm?

The plan is to select one firm to provide all of the services.

5. Is there a term of this RFP?

If a contract is awarded, the term will be for 12 months with the option for two 12-month extensions.

6. What kinds of activities would be included in the community outreach tasks.

VSD is open to suggestions on how best to educate and perform outreach to its constituents. It will be up to the selected firm to make suggestions based on professional experience providing these types of services.

7. What inspired your decision to issue this RFP? In particular, why is it important right now to improve the way you connect with your customers, stakeholders, and other audiences?

VSD values community engagement, outreach, and education. In the past, like many other wastewater districts, this was not seen as a high priority. Starting in 2019, the District has been working to have more of a presence in the community. For the past year, public relations and communications have been performed through a contract with a local firm. The Community Engagement Committee would like to explore other options.

8. Over time, in what ways do you hope your external partner will strengthen your own staff's capabilities?

VSD runs a lean organization and there is no plan to hire staff to perform these functions. The District will continue to rely on its external partner for the foreseeable future.

9. Have you surveyed customers to learn what they need or expect from the District? If so, are there major gaps between customer expectations and what they learn from your communication today? Where are these gaps?

Attempts to gather this information have not been successful. The District does not have the budget for a community survey or poll. More will need to be done to gather this information in a cost-effective manner.

10. Among your internal and external constituents, are there specific audiences that are reportedly less engaged than others? What current tools are you using to assess different levels of engagement based upon each audience?

There is very little engagement at this time. The District utilizes its website and Facebook page as well as its annual newsletter to reach its ratepayers.

11. When might interviews be scheduled?

The need for interviews and the timing will depend upon the proposals received and review by the Community Engagement Committee.

12. How many communication pieces would the District need translation services for each month? What is the length of these pieces?

There are no set amounts as that will depend up on the consultant's recommendations. Some in-house translation is possible, but professional pieces (i.e., newsletters, press releases) will need to be translated by the consulting firm.

13. Has a strategic communication plan (Section 1 of Exhibit A) been developed for the District already, or will the initial creation of that plan be needed as well?

The District's Strategic Plan is on the website at https://www.valley-sanitary.org/sites/g/files/vyhlf721/f/uploads/vsd_2020_strategic_plan.pdf

14. Content strategy, copywriting and graphic design of marketing collateral are requested in Section 1 of Exhibit A. What is the frequency and type of collateral needed?

The amount will depend on the recommendations made by the consulting firm. At a minimum, there will need to be weekly postings on social media and an annual newsletter. Additionally, information flyers and marketing materials will be needed for events, as appropriate.

15. Does the District have a certain platform in mind (i.e. website, social media, e-newsletter, etc.) for the monthly digital news referenced in Section 2 of Exhibit A?

The monthly digital news would be an e-newsletter posted on the District's website and linked in a social media post.

16. What elements/metrics will the monthly reports (Section 5 of Exhibit A) need to include? How frequently will the consultant meet with the Community Engagement Committee?

The Committee is interested in how many interactions the District has with the public. This can be "likes", "clicks", etc. on its website, social media platforms, or emails. The consultant should plan to meet with the Committee once per quarter and can be via Zoom or in person. The Committee meets the 3rd Tuesday every other month (January, March, May, July, September, and November).

17. Section 6 of Exhibit A lists branding, marketing, and planning for a signature event in 2025. For this current contract, what specific deliverables are needed?

For the first year of the contract (assuming the contract is extended), the deliverables should be a list of activities, a special 100th Anniversary logo to be used on outreach materials, and a plan for obtaining sponsors for the event.

18. Will the consultant need to carry Explosion, Collapse, and Underground (UCX) as stated in the RFP, even though they will not be performing work of this nature?

This is standard language for all District requests for proposals. If it is not relevant to the services being provided, it will not be required.



Valley Sanitary District

DATE: December 13, 2022
TO: Board of Directors
FROM: Beverli A. Marshall, General Manager
SUBJECT: Monthly General Managers Report - September 2022

Suggested Action

Review

Strategic Plan Compliance

GOAL 6: Improve Planning, Administration and Governance

Fiscal Impact

There is no fiscal impact from this report.

Background

The following data represents the activities and metrics for the month of October 2022.

Administrative Services

- Held one (1) Budget & Finance Committee Meeting.
- Held one (1) Community Engagement Committee Meeting.
- Held two (2) Board of Directors Meetings.
- OpenGov Procurement Implementation Kick-Off.
- Commenced preparation of employee compensation reporting that is due January 2022.
- Commenced preparation of 1099 reporting that is due January 2022.
- Chief Administrative Officer attended CALPELRA Annual Conference
- The District office will be closed on December 23 & 26, 2022 for Christmas Eve and Christmas Day Observed.

Environmental Compliance Services

- Updated the Sewer Construction and Use Ordinance (SUO) and Local Limits documents on the VSD Website

- Laboratory Information Management System (LIMS) RFP completed and presented to Board with Promium, LLC selected as contract Vendor
- Board approved request for additional Departmental staff member in the Laboratory Technician series to support increasing regulatory compliance demands and projects.

Operations & Maintenance

Development Services

- Construction will begin soon on the new OES Gym on the corner of Highway 111 and Jefferson Street
- Construction has begun on the Handels Ice Cream, west of Jackson Street and south of Avenue 42.
- Construction has begun on the Arroyo Crossing I and II project, a 400-unit low-income apartment complex located on the west side of Jefferson Street, south of Hwy 111.
- Construction has begun on the Wood Springs Suites Extended Stay Hotel West of Jackson Street and South of Avenue 42.
- Construction has begun on the Indio Public Safety Campus Expansion on the corner of Jackson Street and Dr. Carreon Blvd.
- Construction has begun on the COD Indio Campus Expansion on the corner of Oasis Street and Bliss Avenue.
- Construction has begun on the COD Child Development Center on the corner of Oasis Street and Wilson Avenue.

Collection Services

- No-Spill report for the month of November will be submitted to the California Integrated Water Quality System, as required in the Waste Discharge Requirements Monitoring and Reporting Program. Due by the end of the month.
- California Integrated Water Quality System (CIWQS) annual questionnaire has been updated and submitted as required.
- Field Vector crew is currently in the area of Avenue 48 and Monroe.
- CCTV Inspection work is currently being conducted in the area of Avenue 48 and Jefferson St.
-
- *Capital Improvement Program*
- The Reclaimed Water Project - Phase 1 was awarded to Schneider Electric / Stantec in June 2020. Construction costs will be determined during the design phase and will be awarded to Schneider Electric / Stantec upon approval of the Board. This project will replace an aging and capacity restricting grit chamber and provide redundancy by adding a second digester and expanding the bar screens. This project will also include replacement of the Main Switch Control Panel and the addition of a sludge thickener unit. Schneider has completed the 60% design submittal and has prepared the guaranteed maximum price based on the latest design plans. *Update: 100% design plans have been submitted for staff review. ECM #3 (the Rotary Screw Thickeners) is at the 60% design level. Once approved by staff, the Guaranteed Maximum Price (GMP) will be prepared for Board approval. Leighton was awarded the contract for specialty testing and inspection services. Walsh is currently mobilizing equipment and trailers on site.*
- Westward Ho Drive Sewer Siphon Replacement project. This is a FEMA funded project to replace the damaged sewer siphon from the February 2019 storm. Staff and the consultant had

a preliminary meeting with CVWD regarding requirements for crossing the channel. Staff reviewed the 50% design plans and the updated project cost schedule. Staff reviewed the 90% design plans and specifications and submitted comments for correction. Staff is finishing their review of the submitted 100% set of plans and specifications. Staff has met with both the City of Indio and La Quinta, and both have no revisions or concerns. Staff has sent plans to CVWD and IWA for review and VSD received comments back from both agencies for incorporation. Carollo will be performing additional potholing to verify IWA and other utilities. Potholing has revealed that an IWA water line is closer to the project alignment than indicated on record drawings and must be rerouted around the proposed siphon manhole. *Update: Permitted Plans have been signed by CVWD. Staff is currently filing an encroachment permit license application as required by CVWD for the permanent pipeline crossing of the channel. Once the contractor is selected, they will file for a construction permit and the encroachment permit will be processed. This project is currently being held up by FEMA. VSD needs FEMA approval before proceeding with bidding and construction which is expected by January 2023. Staff is preparing the CEQA documentation for this project.*

- Collections System Rehabilitation and Replacement project. The first rehabilitation project on Indio Blvd. is complete. This was a good first project and lessons were learned on how to better the process for the next project. The CCTV inspection project is complete. Harris is currently developing plans for the downtown Indio rehabilitation and repair project. This is being done to rehabilitate and replace deficient sewer mains in the streets and allies of the downtown area. The 50% plans for the Downtown Indio Rehabilitation project have been reviewed and comments have been returned to Harris for revision. The 100% design plans have been reviewed by IWA and the City of Indio and both agencies returned comments for revision. *Update: The Board has awarded the Downtown Indio Rehabilitation Project to GRBCON. The contractor is working on obtaining the required permits from the City of Indio. Work is expected to begin in January 2023.*
- Influent Pump Station Rehabilitation Project. The Request for Proposal (RFP) was released on August 28 and was closed on September 28, 2020. The Board awarded the project to the DCI / Dudek team, and a pre-construction meeting was held on December 4th, 2020. The DCI / Dudek has developed a preliminary bypass plan for the initial inspection and shutdown of the influent pump station structure. The preliminary bypass and inspection were completed from February 22nd to February 26th. VSD has chosen the valves and gates that will be used for this project based on Dudek / DCI and Stantec's recommendations. Dudek and VSD are coordinating the ordering and purchasing of long, lead items. Dudek has submitted the Basis of Design Report which Stantec and VSD staff have reviewed. The Board has approved the guaranteed maximum price. The Notice of Award has been issued and Change Order No.2 signed. *Update: The contractor is finalizing the remaining submittals for VSD and Stantec review and approval. Installation of the bypass system has been completed and is now fully operational. The contractor is currently removing the existing piping from the inside of the pump station and cleaning the inside in preparation of concrete repair and lining.*
- The above ground, steel waterline adjacent to the aeration basins is old and prone to leaks, especially at the grooved joints, and has exceeded its useful life. The new steel waterline will have traditional joints that will provide a longer life. This project has been on the books for several years and has been a lower priority due to lack of leaks in recent years and the difficult nature of replacement. The project design was awarded to Dudek who has completed the project design and specifications. The construction portion of the project was put out to bid on February 7th, 2022. The project bid opening took place on March 16th, 2022, and VSD received

six sealed bids for this project with Van Dyke Corporation being the lowest responsible bidder. The first phase of this project has been completed. *Update: The Board has approved the proposal from Dudek for the second phase of the project which consists of replacing the piping for the frost sprayers. Staff have reviewed the 60% design plans and specifications and Dudek is incorporating comments into the 100% plans and specifications.*

- VSD has chosen SGH Architects as the architectural firm for the preliminary design of a new single-story training/office building and new laboratory building. Staff has selected a new location for the training/office building that will allow the single-story building with minimal demolition. The architect has completed the schematic design and cost estimate for both the training/office building and laboratory building. An onsite survey was conducted on July 7th. SGH Architects is continuing with final design of both the Office & Training and Laboratory Buildings. *Update: SGH has submitted 50% design plans which include both buildings for staff review and comment in December 2021. This project has been delayed for a year or two to allow other priority projects to proceed and maintain our debt coverage.*

Recommendation

Staff recommends that the Board receive the Manager's Report for activities during the month of September 2022.

Attachments

[Attachment A Admin Services Report.pdf](#)

[Attachment B NPDES report for Nov.pdf](#)

[Attachment C Collection Services Report .pdf](#)

[Attachment D Development Services Report November 2022.pdf](#)

[Attachment E Capital Improvement Program Report December 2022.pdf](#)

[Attachment F Environmental Compliance Summary for Dec.pdf](#)

[Attachment G Wastewater Surveillance Summary for Dec.pdf](#)

Administrative Services - Task Summary 2022

Task	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total To Date
Active litigation filed	-	-	-	-	-	-	-	-	-	-	-	-	-
Board meeting	2	2	2	3	2	3	3	2	2	2			23
Budget/Finance Committee meeting	1	-	2	-	1	-	1	-	1	-			6
Operations Committee meeting	-	1	-	1	-	1	-	1	-	1			5
Commuity Engagement Committee meeting	2	-	1	-	-	-	1	-	-	1			5
Employee anniversaries	-	4	1	1	5	3	6	1	2	2			25
Employee promotions	-	-	-	-	-	-	-	-	-	-			-
Facebook postings	2	2	8	9	8	12	12	18	12	7			90
Insurance claims initiated	-	-	-	-	-	-	-	-	-	-			-
Lost time work incidents	-	-	-	-	-	-	-	-	-	-			-
Media coverage items		3	-	-	-	3	2	7	-	-			15
New hires	1	1	-	-	-	-	-	-	-	-			2
Press release	-	2	1	1	1	-	1	1	-	-			7
Public records request	1	-	-	-	-	1	2	1	-	2			7
Resignations	-	-	1	-	-	-	-	-	1	-			2
Retirements	-	-	-	-	-	-	-	-	-	-			-

September 2022	Plant Influent		ASP Effluent			Pond Effluent		
	CBOD (mg/L)	TSS (mg/L)	Monthly Average Flow (MGD)	CBOD (mg/L)	TSS (mg/L)	Monthly Average Pond Effluent Flow (MGD)	CBOD	TSS
1								
2								
3								
4								
5								
6	301	242		17	4.5			
7								
8								
9								
10								
11								
12	234	214		13	3.5			
13								
14								
15								
16								
17								
18								
19	210	232		9.1	4.9			
20								
21								
22								
23								
24								
25								
26	204	220		11	11.3			
27								
28								
29								
30			6.47			0.000		
Average	237	227	6.47	12.5	6.1	0.000		
Minimum	204	214	6.47	9.1	3.5	0.000		
Maximum	301	242	6.47	17	11.3	0.000		
Exceedences	0	0	0	0	0	0	0	0
Permit LIMITS				25	30		40.0	49.0

Total Plant Discharge (Outfall)									
EColi (MPN/100ml)	Oil and Grease (mg/L)	Copper (ug/L)	Di(2-ethylhexyl)phthalate (ug/L)	Cyanide (total) (ug/L)	Ammonia (total, as N) (mg/L)	Nitrate (as N) (mg/L)	Nitrite (as N) (mg/L)	Total Nitrogen (mg/L)	
1.0	< 1.4	7.3	< 0.5	1.6	4.1	4.6	0.45	12	
12.2									
5.2									
< 1									
2.0									
2.6*	1.4	7.3	0.5	1.6	4.1	4.6	0.45	12	
< 1	< 1.4	7.3	< 0.5	1.6	4.1	4.6	0.45	12	
12.2	< 1.4	7.3	< 0.5	1.6	4.1	4.6	0.45	12	
0	0	0	0	0	0	0	0	0	
126(mo) / 400 (max)	25	9.0	5.9	4.3					

Collection Services Task Summary Report for 2022

Task	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total To Date
Customer Service Calls	-	2	2	1	6	-	1	1	3	6	5		16
F.O.G. Inspection - Completed													-
F.O.G. Inspection - Fail													-
F.O.G. Inspection - Pass													-
Hot spot cleaning (total)*	26	-	-	36	-	-	-	26		36	-		62
Lift station inspection	19	19	20	19	19	19	19	19	19	19	19		114
Manhole inspection	47	65	172	103	194	188	102	180	146	47	119		782
Sewer line CCTV (feet)	8,412	7,016	9,477	9,375	10,681	6,649	5,158	26,459	23,695	21,253	22,668		105,882
Sewer line cleaning (feet)	28,012	25,782	59,902	56,005	70,360	63,778	36,534	69,736	52,483	38,900	42,967		304,398
SSO Response - Cat 1	0	0	0	0	0	0	0	0	0	0	0		0
SSO Response - Cat 2	0	0	0	0	0	0	0	0	0	0	0		0
SSO Response - Cat 3	0	0	0	0	0	0	0	0	0	0	0		0
USA Markings	40	39	45	44	64	40	78	65	43	48	36		310

*Note: Hot spot cleaning is performed quarterly



VALLEY SANITARY DISTRICT DEVELOPMENT SERVICES REPORT

13-Dec-22

Plan Check in Progress
Inspection in Progress
New Project

PROJECT NAME	STREET ADDRESS / CROSS STREET	CURRENT PROJECT STATUS	NEXT ACTION ITEM
7-Eleven Golf Center	44925 Golf Center/Avenue 45	Civil plans submitted for new 7-Eleven store approved. Arch. plans approved and returned to the applicant 10/26/20. Issued permit 3915 on 10/26/20.	Inspect work improvements as scheduled.
Add'l Dwelling Unit - Cebros Residence	83181 Blue Mountain Court	Plans submitted for additional dwelling unit. Plans approved and notified applicant 3/3/21. Permit 3967 7/26/2021	Inspect work improvements as scheduled.
Arroyo Crossing Phase 1 architectural plans	47555 Jefferson Steet/Highway 111	Architectural plans submitted for new apartment complex. Plans approved and notified applicant 12/22/21. Permit 3998 issued 1/6/22.	Inspect work improvements as scheduled.
Arroyo Crossing Phase 1 civil plans	47555 Jefferson Steet/Highway 111	Civil plans submitted for new apartment complex. Plan review completed. Plans approved and returned to applicant 12/22/21. Permit 3998	Inspect work improvements as scheduled.
Arroyo Crossing Phase 2 architectural plans	47777 Jefferson Steet/Highway 111	Architectural plans submitted for new apartment complex. Plans approved and notified applicant 1/21/22 Permit 4005 on 2/7/22.	Inspect work improvements as scheduled.
Arroyo Crossing Phase 2 civil plans	47777 Jefferson Steet/Highway 111	Civil plans submitted for new apartment complex. Plans approved and notified applicant 1/21/22. Permit 1005	Inspect work improvements as scheduled.
Autozone Jackson Street	41850 Jackson Street/aAvenue 42	Plans submitted for plan check. Sewer main relocation. Plans approved 1/21/21.	10% warranty bond in place Reinspect and notice of acceptance Due 1/1/2023
Ave 42 Self Storage	82815 Ave 42/Showcase Blvd	Waiting for engineer to finalize easements docs. Permit 3954 issued 5/13/21.	In queue
Bliss & Oasis Apts Sewer Improv. Plan	NW Corner of Bliss Ave and Oasis St	Plans submitted for Civil Plans, fee paid with check	In queue
Buzzbox	42625 Jackson Street #112	Plans submitted existing building TI. Completed 1st plan check and returned to the City 2/22/19.	Perform 2nd plan check upon plan resubmittal.
Castro 80501 lot 50	Motorcoach CC 80501 Ave 48 Lot 50	Plans submitted, Permit 4056	Inspect work improvements as scheduled.
Chandi Plaza Building "B" Shell	81-971 Indio Blvd/Avenue 44	Plans submitted for plan check. Completed 1st check and returned to the applicant 10/13/20. Issued permit 3963 on 6/29/21.	Inspect work improvements as scheduled.
COD Child Development Center	45742 Oasis Street	Plans submitted for child development center. Plans approved and notified applicant 1/25/22. Permit 4025 4/21/22	Inspect work improvements as scheduled.
College of the Desert	45524 Oasis Street	Plans submitted for campus expansion. Plan review completed, plan approved and notified applicant 1/25/22. Permit 4026 4/22/22	Inspect work improvements as scheduled.
Corso Residence	49491 Braley Court	Plans submitted for single family residence. Plans approved and notified applicant 9/2/20. Permit 3931 issued 1/5/21	Inspect work improvements as scheduled.
EOS Fitness Hwy 111	Highway/Jefferson Street	Plans submitted for construction of new gym facility. Plans approved and notified applicant 4/27/20. Permit 4049	Waiting for Development Agreement and Bonds before owner can process permit paperwork. Release Performance Bond when Maintenance Bond is received
EOS Fitness Public Sewer Extension	SWC of Spectrum Street & Avenue 42	Mainline complete. Waiting on Maintenance Bond to release Performance Bond	
Gabino's Creperie	82862 Miles Ave	Plans submitted, fee paid with credit card. Completed 1st plan check and returned to the applicant 9/14/22.	Perform 2nd plan check upon plan resubmittal.
Gallery at Indian Springs	Jefferson St/Westward Ho Drive	Tract is Complete. Warranty Bond received 8/25/2021.	Notice of acceptance after 12 month warranty bond release.
Hampton Inn Sewer Main Extension	North West Corner of Spectrum St and Atlantic Ave	Plans submitted for the extension of a public sewer main for Hampton Inn at Atlantic Ave. Plan check fees paid 7/11/18. Completed 2nd plan check and returned plans to the engineer 8/9/18. Plans approved and returned to engineer 8/27/18. Sewer Finaled 5/12/20.	Waiting for owner to submit Warranty Bond
Handels Ice Cream Shop	42225 Jackson Street/Avenue 42	Plans submitted for new suite TI. 2nd plan check completed and returned to the applicant 8/31/22. Permit 4064	Inspect work improvements as scheduled.
I-10 Monroe Civil (Raising Canes)	SE Corner of Monroe and Ave 42	Raising Cane's Civil Plans submitted 8/04/2022. Completed 1st plan check and returned to the applicant 8/31/22.	Perform 2nd plan check upon plan resubmittal.
Indian Palms 32	Cochran Drive & Garland Road	Civil plans submitted for public sewer for 32 unit condo complex. 2nd plan check complete. 9/1/21. Plans approved 9/17/21.	Inspect work improvements as scheduled.
Indio Behavioral Health Hospital	81655 JFK Court	Civil plans submitted for new mental health facility. Completed 1st plan check and returned to the engineer 12/2/19. Plans approved 6/24/20. Issued permit 3900 on 8/29/20.	Inspect work improvements as scheduled.
Indio Juvenile Court	47671 Oasis St/ Ave 48	Plans submitted to demo existing juvenile court building and construct new building on the same site. Plans approved, notified applicant project ready to permit 9/30/21. Permit # 4004 1/25/22	Inspect work improvements as scheduled.

PROJECT NAME	STREET ADDRESS / CROSS STREET	CURRENT PROJECT STATUS	NEXT ACTION ITEM
Indio Marketplace Architectural	82227 Highway 111/Rubidoux	Plans submitted for mall TI. Completed 2nd check and notified applicant 8/2/22.	Perform 3rd plan check upon plan resubmittal.
Indio Marketplace Civil	82227 Highway 111/Rubidoux	Plans submitted for mall TI, Completed second plan check and returned to the applicant 11/12/21.	Perform 3rd plan check upon plan resubmittal.
Indio Palms RV	45-755 Commerce Street	Civil plans submitted for Public Sewer & Plan Fee Paid. Completed 1st plan check and returned to the applicant 8/11/22.	Perform 2nd plan check upon plan resubmittal.
Indio Plaza Sewer Relocation	82126 Hwy 111/Monroe St.	Plans submitted for sewer line and manhole relocation. Plans approved and notified applicant 7/28/22.	Waiting for owner to process permit paperwork.
Indio Public Safety Center	46867 Bristol Street/Dr Carreon	Plans submitted for public safety center. Plans approved and returned to applicant 4/12/22. Permit 4052	Inspect work improvements as scheduled.
Indio Taphouse TI	82851 & 82867 Miles Ave	Plans submitted for Taproom in Oldtown Indio, fee paid with check. Completed 1st check and returned to the applicant 10/14/22.	Perform 2nd plan check upon plan resubmittal.
Jacqueline & Oscar Lua Residence	80-555 Ridgeback Court	Plans submitted for single family residence. Completed 1st plan check and notified applicant 8/25/20. Issued permit 3953 on 5/12/21.	Inspect work improvements as scheduled.
JB Finish Building	42702 Caspian Street	Plans submitted for new warehouse with office building. Plans approved and notified applicant project ready to permit 5/2/22. Permit 4030 5/3/22	Inspect work improvements as scheduled.
John Nobles Apts civil plans	John Nobles Avenue/Rubidoux Street	Plans submitted for on-site private sewer. Completed 1st plan check and returned to applicant 7/12/22.	Perform 2nd plan check upon plan resubmittal.
Kings Castle Taco Architectural	82991 Bliss Avenue	Plans submitted for building TI for taco shop. Completed 2nd plan check. Civil plans submitted for review 7/21/22.	Civil Plans in review.
Kings Castle Taco Civil Plans	82991 Bliss Avenue	Plans submitted for building TI for taco shop 7/21/22. Plans approved and notified the applicant 9/7/22.	Waiting for architectural plan resubmittal.
Las Plumas/Coco Palm Tract 38072	South East Corner of Avenue 49 and Jackson St	Plans submitted for 173 lot housing tract. Completed first plan check 4/27/21.	Plans are ready to sign after the City of Coachells Signs the Ave 49 sheets
Magical Estates Tenant Spaces	82490 Highway 111/Arabia Street	Plans submitted for tenant suite TI's. Completed 1st plan check and returned to applicant 4/28/22.	Perform 2nd plan check upon plan resubmittal.
Neil's Lounge Kitchen Remodel	80956 Hwy 111	Plans submitted for restaurant kitchen remodel. Completed 1st plan check and notified applicant 7/12/22.	Perform 2nd plan check upon plan resubmittal.
Nelson Chavez Accessory Dwelling Unit	43163 Deglet Noor	Plan submitted for new accessory dwelling unit, Plan approved and notified applicant 8/30/22	Waiting for owner to process permit paperwork.
New ADU for Abdullah Alwishah	46955 Arabia St	Plans submitted for accessory dwelling unit, fee paid with check. Permit 4062	Inspect work improvements as scheduled.
New Century Garage Doors	81740 Highway 111/Granada Dr.	Plans submitted for new sewer lateral connection. Completed 1st plan check and notified applicant 3/2/22.	Perform 2nd plan check upon plan resubmittal.
Octavio Rosales SFD	43645 Saguaro Street/Avenue 44	Plans submitted for new SFD. Completed 2nd plan check and returned to the City 8/26/19. Permit 4014 issued 3/18/22.	Inspect work improvements as scheduled.
Ono Hawaiian BBQ	42550 Jackson Street/ Avenue 42	Plans submitted for new retail building. Plans approved and notified applicant 9/22/21. Issued permit 10/11/21 3981	Inspect work improvements as scheduled.
Outdoor Resorts CC - Casita Addition	80394 Avenue 48, Lot 228	Plans submitted for casita addition and storage building. Plans approved and notified applicant 1/28/21. Permit 3976 issued 9/29/21	Inspect work improvements as scheduled.
Outdoor Resorts CC - Casita Addition	80394 Avenue 48, Lot 156	Plans submitted for casita addition and storage building. Plans approved and notified applicant 9/30/21	Waiting for owner to process permit paperwork.
Outdoor Resorts CC - Casita Addition	80394 Avenue 48, Lot 260	Plans submitted for casita addition and storage building. Plans approved and notified applicant 9/30/21	Waiting for owner to process permit paperwork.
Outdoor Resorts CC - Casita Addition	80394 Avenue 48, Lot 316	Plans submitted for casita addition and storage building. Plans approved and notified applicant 9/30/21	Waiting for owner to process permit paperwork.
Outdoor Resorts CC - Casita Addition	80394 Avenue 48, Lot 182	Plans submitted for casita addition and storage building. Plans approved and notified applicant 9/30/21	Waiting for owner to process permit paperwork.
Paradiso Tract 31815	East of Monroe North of Ave 41	New model homes under construction.	Inspect work improvements as scheduled.
Paradiso Tract 31815 & 31815-3	East of Monroe North of Ave 41	Plans submitted for new housing tract phases. Completed first plan check 2/25/21. Plans Approved 3/25/21.	Inspect work improvements as scheduled.
Parcel Map 36215	Dr. Carreon west of Van Buren	Civil plans submitted for 1st plan check. Plans approved and returned to the Engineer 1/18/18. Issued permit 3718 on 1/23/18.	Inspect work improvements as scheduled.
Pawley Pool Aquatic Facility	46350 Jackson Street/Date Ave.	Plans submitted for new Aquatic Center on existing public pool site. Project Expired in 2020. Resubmitted 10/25/21. Completed 2nd plan check and returned to the applicant 6/23/22.	Perform 2nd plan check upon plan resubmittal.
Raising Canes Restaurant	Monroe Street/Showcase Parkway	Plans submitted for new restaurant building. Completed 1st plan check and returned to the applicant 8/24/22.	Perform 2nd plan check upon plan resubmittal.

PROJECT NAME	STREET ADDRESS / CROSS STREET	CURRENT PROJECT STATUS	NEXT ACTION ITEM
Ramon Chavez Accessory Dwelling Unit	43737 Oasis St / Ave 44	Plans submitted for plan check. Plans approved and notified applicant 10/13/20. Issued permit 3908 on 10/13/20.	Inspect work improvements as scheduled.
Ranch RV & self Storage	83734 Dr Carreon	Plans submitted, fee paid with check. Completed 1st plan check and notified applicant 9/29/22.	In queue - Second Plan Received
Rios Southwest Medical Group	82935 Ave 48/ Jackson St	Architrectural plans for Medical Building TI. Completed 1st check and notified applicant plans ready for pick up 12/16/21.	Perform 2nd plan check upon plan resubmittal.
Rosa Reboljar Accessory Dwelling Unit	81179 Helen Ave/Swingle Ave	Plan submitted for new accessory dwelling unit	Perform 2nd plan check upon plan resubmittal.
Shadow Ranch Tract 32149	North of Ave. 43 and West of Calhoun St	Model homes. No plan check is required. Permit and Inspection fees need to be paid. All Bonds released.	Inspect work improvements as scheduled.
Showcase Indio Pad 4 Shell	42225 Jackson Street/Avenue 42	Plans submitted for new retail shell buidling. Plans approved and notified applicant 7/26/22. Permit 4055	Inspect work improvements as scheduled.
Solis Barber Shop	84119 Indio Blvd	Plans submitted for barber shop. Plans approved and notified applicant 2/18/22. Permit 4009 3/2/22	Inspect work improvements as scheduled.
Steven Saylor's Residence	49171 Braley Court	Architrectural plans submitted for new SFR	Perform 2nd plan check upon plan resubmittal.
Sunburst RV Storage	43250 Sunburst Street/Oleander Avenue	Plans submitted for new RV storage facility. Completed 1st check and notified applicant 3/21/22. Permit 4020 4/7/22	Inspect work improvements as scheduled.
Tarra Lago 32341-12	North of Avenue 44 & East of Harrison	First Plan Complete 12/16/20. Plans Approved 2/19/21. Maintenance Bond in place 8/16/22.	Inspect work improvements as scheduled.
Tea Be Honest	81944 Hwy 111 Ste. F	TI Plans Received, Plan Check Paid. Completed 1st plan check and returned to applicant 9/8/22.	Inspect work improvements as scheduled.
Terra Lago Four Seasons Tract 32287	North of Avenue 44 & East of Harrison	Civil plans submitted for plan check. Plans Approved 4/26/21.	Inspect work improvements as scheduled.
Terra Lago Four Seasons Tract 32288-1	North of Via Terra Lago and East of Golf Center Pkwy	Civil plans submitted for Public Sewer. 1st plan check complete and returned redlines 11/24/21 2nd plan check complete 1/18/22.	Inspect work improvements as scheduled.
Terra Lago Four Seasons Tract 32288-2	North of Via Terra Lago and East of Golf Center Pkwy	Civil plans submitted for Public Sewer. 1st plan check complete and returned redlines 3/29/22	Perform 2nd plan check upon plan resubmittal.
Terra Lago Four Seasons Tract 32288-F	North of Via Terra Lago and East of Golf Center Pkwy	Civil plans submitted for Public Sewer. Plans Approved 7/1/22	Waiting for information to draft Development Agreement
Terra Lago Four Seasons Tract 32341-10	North of Avenue 44 & East of Harrison	Civil plans submitted for plan check. Plans approved and returned to the Engineer 4/3/18. Issued permit 3827 on 7/19/19. Payment and Performance Bonds Released 12/27/2019. Maintenance Bond in place 12/17/19.	Inspect work improvements as scheduled.
Terra Lago Four Seasons Tract 32341-11	North of Avenue 44 & East of Harrison	Civil plans submitted for plan check. Completed 1st plan check and returned to the Engineer 12/12/18. Plans Approved 1/23/19. Performance Bond Released Maintenance Bond in place 1/22/2021	Inspect work improvements as scheduled.
Terra Lago Four Seasons Tract 32341-8	North of Avenue 44 & East of Harrison	Civil plans submitted for plan check. Plans approved and returned to the Engineer 12/4/17. Payment and Performance Bonds Released 12/27/2019. Maintenance Bond in place 12/17/19.	Inspect work improvements as scheduled.
Terra Lago Four Seasons Tract 32341-F	North of Avenue 44 & East of Harrison	Civil plans submitted for plan check. Completed 1st plan check and notified applicant 5/1/20. Plans Approved 8/15/20. Maintenance Bond in place 8/16/22	Inspect work improvements as scheduled.
Terra Lago Four Seasons Tract 32462-2	North of Avenue 44 & East of Harrison	Plans approved from previous developer. Development agreement has been recorded. Bonds have been submitted. Construction work is in progress.	Inspect work improvements as scheduled.
Texas Roadhouse Restaurant	42790 Jackson Street	Plans submitted for Steakhouse, fee paid with check. Completed 1st plan check and returned to the applicant 11/9/22	In queue - Second Plan Received
The Daily Grind Coffee - TI	45810 Fargo Street/Hwy 111	Plans submitted for tenant TI. Plans approved and returned to the City 1/24/18. Issued permit 3737 on 3/9/18.	Inspect work improvements as scheduled.
Tim & Lois Eklund Site 105	Motorcoach CC 80501 Ave 48 Lot 105	Plans submitted, Permit 4068	Inspect work improvements as scheduled.
Timothy Venable Project	84221 Corregidor Avenue/Bataan Street	Plans submitted for connection of SFD to sewer lateral. Plan approved and notified applicant 5/3/22. Permit 4042 6/21/22	Inspect work improvements as scheduled.
Tower Market #965	Intersection Monroe Street/Dr Carreon	Plans submitted for Convienient Store/Gas Station, fee paid with check. Completed 1st plan check and notified applicant 11/17/22.	Perform 2nd plan check upon plan resubmittal.
Woodsprings Suites Ext Stay Hotel	42-425 Jackson St.	Civil plans submitted for Public Sewer & Plan Fee Paid. Completed 1st plan check and returned to the applicant 8/17/22.	Perform 2nd plan check upon plan resubmittal.

	November	Fiscal Year
New Projects	1	62
Projects Permitted	1	34

PROJECT NAME

STREET ADDRESS / CROSS STREET

CURRENT PROJECT STATUS

NEXT ACTION ITEM

Projects Finaled

41

Monthly Capital Improvement Project Update - December 2022				
Project Title	Project Description	Current Status	Fiscal Year Budget	Total Spent to Date
Westward Ho Sewer Siphon Replacement Design and Construction	Due to the February 2019 rain event, the existing VSD sewer siphon that crosses the CVWD storm channel at Westward Ho Drive became exposed and was damaged. In order to prevent this from happening again in the future, Carollo Engineers is currently working with VSD on the final design of a new sewer that is to be constructed well below the new channel scour depth. The design being proposed would utilize horizontal directional drilling to create a new sewer siphon alignment under the channel and adjacent to the original siphon. Permit processing with at least CVWD and possibly other regulatory agencies may extend the design/permit period. Some or possibly all the project costs will be reimbursed by FEMA / CalOES.	Permitted Plans have been signed by CVWD. Staff is currently filing an encroachment permit license application as required by CVWD for the permanent pipeline crossing of the channel. Once the contractor is selected, they will file for a construction permit and the encroachment permit will be processed. This project is currently being held up by FEMA. VSD needs FEMA approval before proceeding with bidding and construction which is expected by January 2023. Staff is preparing the CEQA documentation for this project.	\$5,102,000.00	\$6,509.50
Collections System Rehabilitation Projects	Harris & Associates is assisting the District in creating a 10-year rehabilitation and replacement program for the collections system. The purpose of this project is to repair, rehabilitate, replace and/or realign aging or defective pipelines and/or segments projected to reach capacity within the foreseeable future. Harris and the District have assigned a rating and priority to all of the pipes in the collection system and are splitting them up into projects for each fiscal year. The first project for this fiscal year will consist of the rehabilitation of approximately 2,300 feet of sewer located in Indio Boulevard and underneath the railroad near Cabazon Avenue using cured in place lining. The second project will consist of hiring a contractor to perform CCTV inspections of all pipes within the District that cannot be surveyed by collections staff due to high flows or pipe diameter. The third project is the downtown Indio rehabilitation and repair project. This project is being done to rehabilitate and replace deficient sewer mains in the streets and allies of the downtown area.	The Board has awarded the Downtown Indio Rehabilitation Project to GRBCON. The contractor is working on obtaining the required permits from the City of Indio. Work is expected to begin in January 2023.	\$4,895,007.00	\$114,803.40
Reclaimed Water Project Phase 1	The contract for this project was awarded to Schneider Electric / Stantec. The project design cost is \$2,200,000 and project schedule is approximately 460 days. Construction costs will be determined during the design phase and will be awarded to Schneider Electric / Stantec upon approval of the Board. The Reclaimed Water Project – Phase 1 will replace an aging and capacity restricting grit chamber and provide redundancy by adding a second digester and expanding the bar screens. This project will also include adding a biofilter, and a sludge thickener unit.	100% design plans have been submitted for staff review. ECM #3 (the Rotary Screw Thickeners) is at the 60% design level. Once approved by staff, the Guaranteed Maximum Price (GMP) will be prepared for Board approval. Leighton was awarded the contract for specialty testing and inspection services. Walsh is currently mobilizing equipment and trailers on site.	\$17,763,656.00	\$ 6,986,994.20
Influent Pump Station Rehabilitation	Stantec is assisting the District as an Owner's Representative and DCI / Dudek are acting as the design-build team for this project. The influent pump station structure is showing significant signs of deterioration. Proposed improvements to the pump station include: bypass of the pump station for inspection and repair, repair/replacement of leaking and broken gates, repair of interior concrete coating, installation of new valves for proper isolation/drainage, installation of a new jockey pump in the empty pump bay.	The contractor is finalizing the remaining submittals for VSD and Stantec review and approval. Installation of the bypass system has been completed and is now fully operational. The contractor is currently removing the existing piping from the inside of the pump station and cleaning the inside in preparation of concrete repair and lining.	\$3,300,000.00	\$603,787.62
Steel WaterLine Replacement	The above ground, steel waterline adjacent to the aeration basins is old and prone to leaks, especially at the grooved joints, and has exceeded its useful life. The new steel waterline will have traditional joints that will provide a longer life. This project has been on the books for several years and has been a lower priority due to lack of leaks in recent years and the difficult nature of replacement. The project was awarded to Dudek who has begun the development of the project design and specifications.	The first phase of this project has been completed. The Board has approved the proposal from Dudek for the second phase of the project which consists of replacing the piping for the frost sprayers. Staff have reviewed the 60% design plans and specifications and Dudek is incorporating comments into the 100% plans and specifications.	\$350,000.00	\$24,131.25

Monthly Capital Improvement Project Update - December 2022

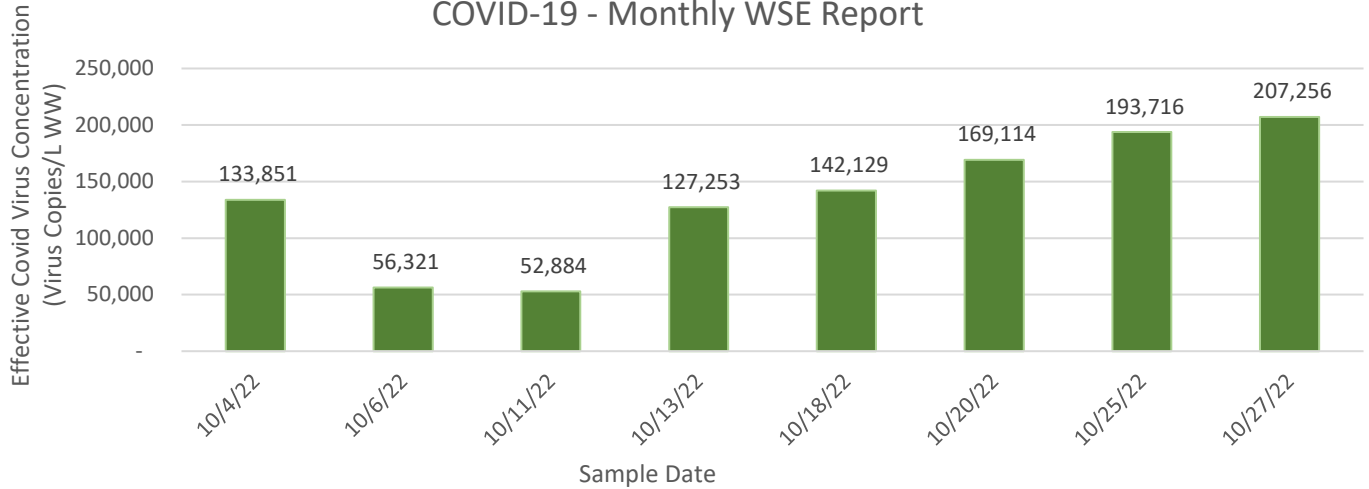
Project Title	Project Description	Current Status	Fiscal Year Budget	Total Spent to Date
New Training and Office Building and Laboratory Building	The District and SGH Architects are developing the intital design for a new office / training building that will be located to the west of the existing Operations building. The purpose of this new building is to provide space for new offices for collections and maintenance personnel as well as a training area for company events and meetings. Also as part of this project, VSD has contracted SGH to develop designs for a new laboratory building to replace the existing lab due to the current issues lab staff are experiencing with the layout and air filtering system.	SGH has submitted 50% design plans which include both buildings for staff review and comment in December 2021. This project has been delayed for a year or two to allow other priority projects to proceed and maintain our debt coverage.	\$0.00	\$0.00
Additional Parking and Landscaping	The District is need of additional parking for employees and customers. Staff proposes to remove the lawn at the front of the property and replace it with parking and drought tolerant landscaping.	A preliminary design of the Project has been completed. In que for the next steps.	\$0.00	\$0.00

Environmental Compliance Summary Report for 2022

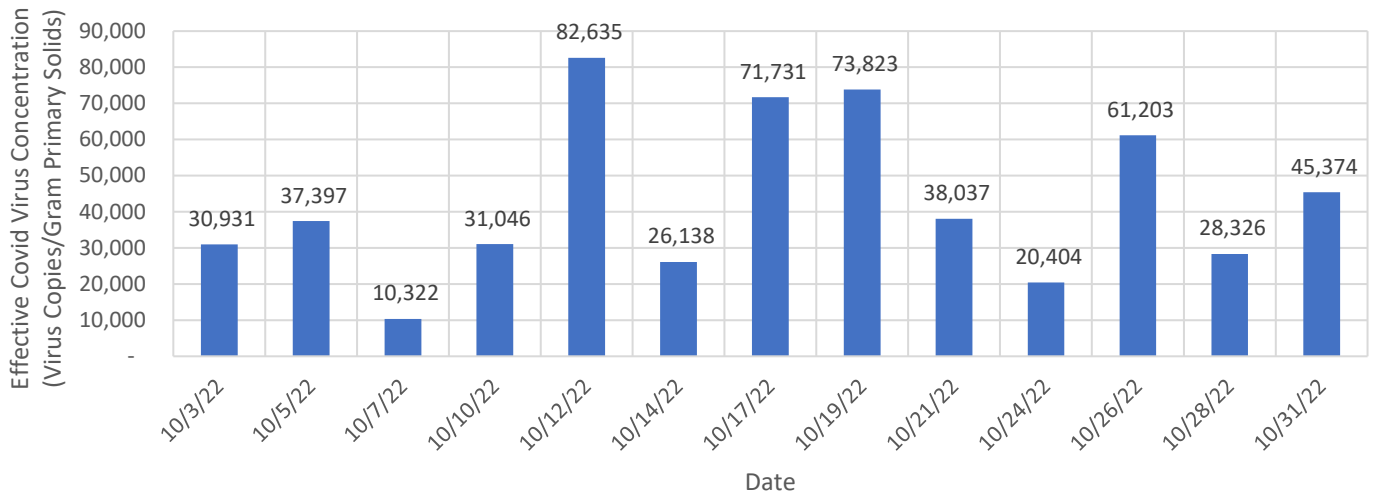
Task	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Pretreatment												
Customer Service Calls	5	6	11	8	5	3	9	14	8	8		
Commercial Approval Letters		1	1	2		2	1	4	1	1		
Change of Ownership Inspection	1	1	0	1		0	0	2	0	1		
SIU Permit Compliance	3	3	4	7	4	5	4	3	3	3		
FOG-FSE Inspections Completed	23	24	25	17	8	10	15	6	22	14		
Commercial Inspections Completed	4	6	16	27	9	9	6	25	8	5		
Environmental & Collections investigations	3	1	1	1	2	1	2	3	4	3		
Failed Inspections or NOV												
Total # of Inspections	33	34	46	52	23	25	27	37	37	25	0	0
Laboratory												
# of Collected Samples	478	233	233	224	245	240	241	213	213	291		
# of Tests (Analyses)	692	449	481	459	494	495	498	511	477	552		
# of Samples sent to Contract Labs	41	21	13	17	19	31	30	33	26	42		
# of Contracted Tests (Analyses)	79	46	19	31	49	63	78	58	58	73		
% of Samples performed In-House	91.4%	91.0%	94.4%	92.4%	92.2%	87.1%	87.6%	84.5%	87.8%	85.6%		

Total YTD
77
39
164
115
21
0
339
Total YTD
2611
5108
273
554
89.4%

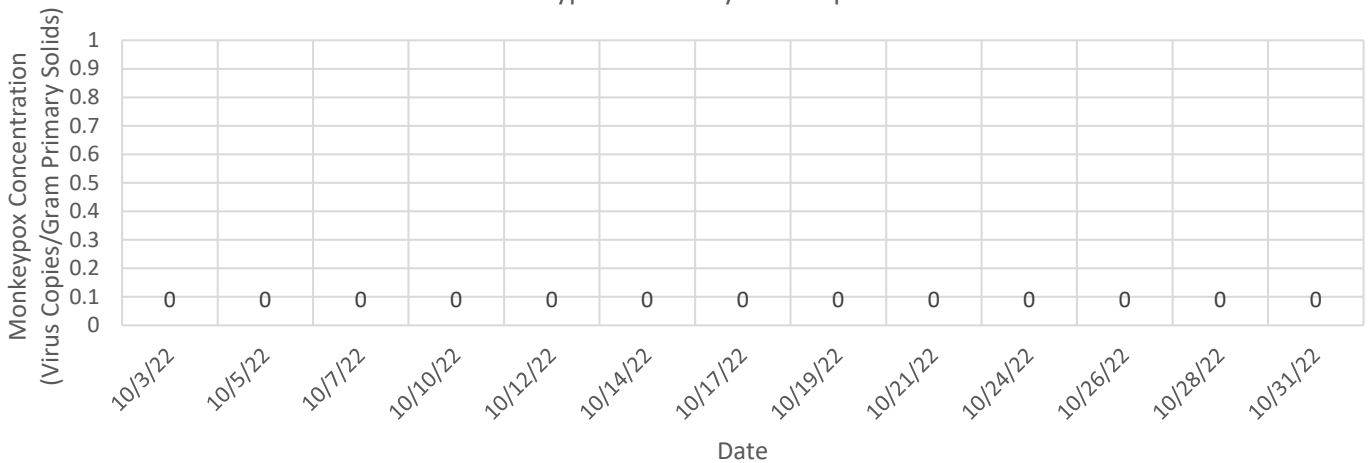
VSD WWTP - CDC NWSS COVID-19 - Monthly WSE Report



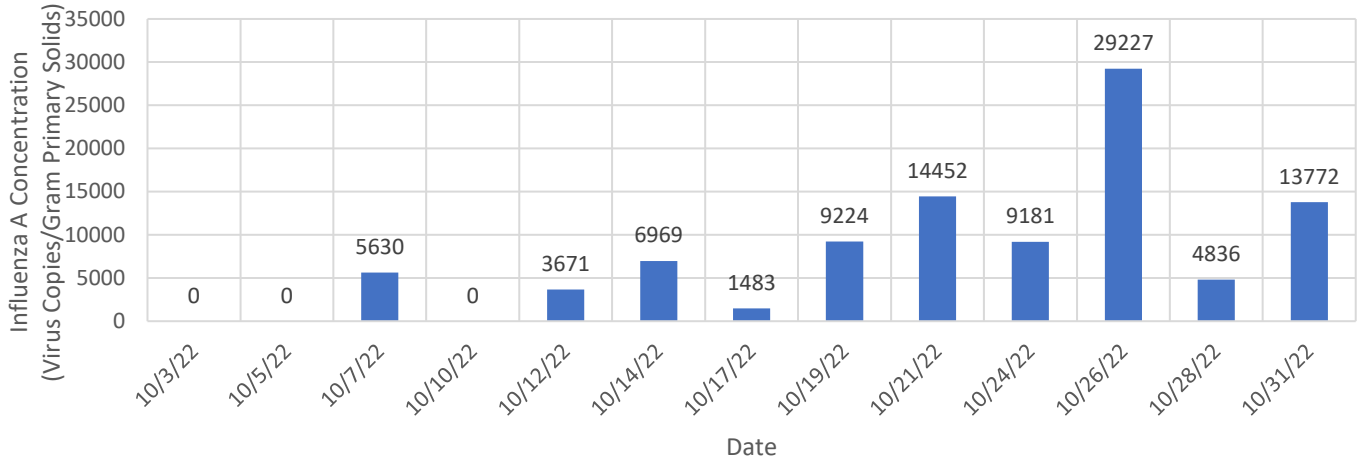
VSD WWTP - WastewaterSCAN COVID-19 - Monthly WSE Report



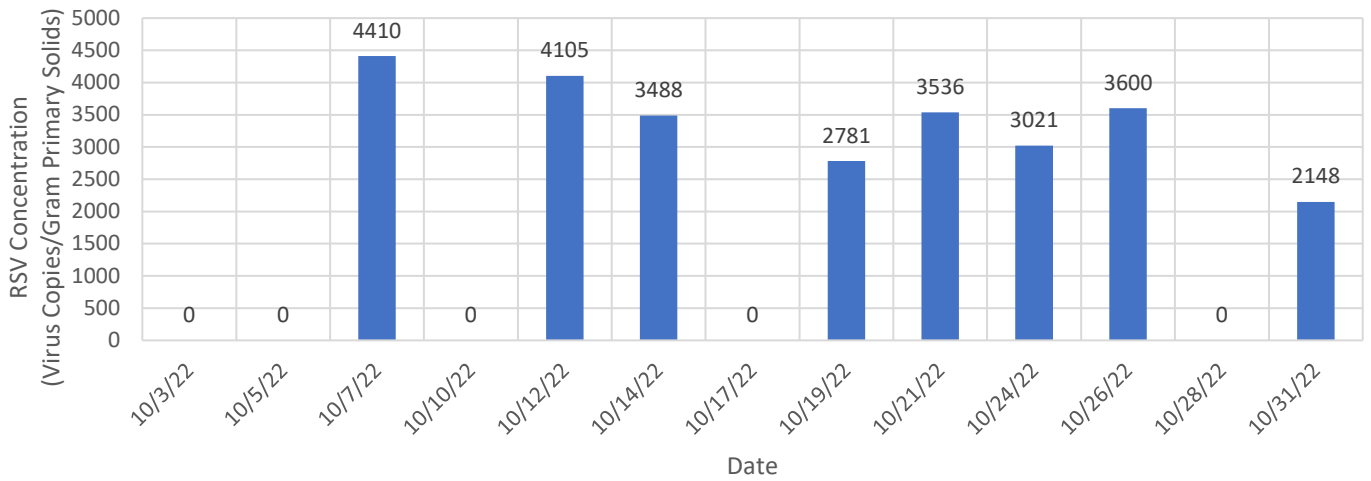
VSD WWTP - WastewaterSCAN Monkeypox - Monthly WSE Report



VSD WWTP - WastewaterSCAN
Influenza A - Monthly WSE Report



VSD WWTP - WastewaterSCAN
RSV - Monthly WSE Report





Valley Sanitary District

DATE: December 13, 2022
TO: Board of Directors
FROM: Ron Buchwald, PE
SUBJECT: Discuss Draft Minutes of the Operations Committee Meeting -
December 6, 2022

Suggested Action

Discuss

Strategic Plan Compliance

GOAL 6: Improve Planning, Administration and Governance

Fiscal Impact

There is no fiscal impact from this report.

Environmental Review

This does not qualify as a project for the purposes of CEQA.

Background

Attached are the draft minutes of the Operations Committee meeting held on December 6, 2022.

Recommendation

Staff recommends that the Board receive an update from the Committee members.

Attachments

[06 Dec 2022 Meeting Minutes.pdf](#)

**VALLEY SANITARY DISTRICT
OPERATIONS COMMITTEE MEETING MINUTES
December 6, 2022**

A regular meeting of the Valley Sanitary District (VSD) Operations Committee was held at Valley Sanitary District, 45-500 Van Buren St, Indio, CA, on Tuesday, December 6, 2022.

1. CALL TO ORDER

Ron Buchwald called the meeting to order at 1:02 p.m.

2. ROLL CALL

Committee Members Present:
Chairperson William Teague
Committee Member Mike Duran

Staff Present:
Holly Gould, Ron Buchwald, and Dave Commons

3. PLEDGE OF ALLEGIANCE

4. PUBLIC COMMENT

This is the time set aside for public comment on any item not appearing on the agenda. Please notify the Secretary in advance of the meeting if you wish to speak on a non-hearing item.

None.

5. DISCUSSION / ACTION ITEMS

5.1 Approve Minutes for October 4, 2022, Regular Committee Meeting

Committee member Mike Duran motioned to approve the minutes of the October 4, 2022, Operations Committee Regular Meeting. Chair William Teague seconded the motion. Motion carried unanimously.

5.2 Discuss Update on Capital Improvement Projects and Schedule

Ron Buchwald, District Engineer, gave project updates on the Influent Pump Station, Collection System Rehabilitation and Replacement Indio Downtown project, Recycled Water Project – Phase 1, and Westward Ho Sewer Siphon Replacement. The sewer main bypass of the influent pump station is in operation and is set to operate through the end of March 2023. Work within the pump station began on November 15, 2022. Pump station clean-up and piping demolition are in progress. Liner repairs are set to start the week of December 12, followed by installing new slide gates. Influent pump station rehabilitation work will continue through March 2023. The Collection System Rehabilitation and Replacement Indio Downtown project has been awarded to GRBCON Construction. The contract has been signed, and the bonds and insurance have been received. Staff and the contractor met with the City of Indio to discuss acquiring the necessary permits. This work is in process. Construction is anticipated to begin in January 2023. The Recycled Water Project - Phase 1 has begun mobilization of office trailers and equipment in anticipation of beginning construction work in March/April 2023. 100% design plans for five (5)

of the six (6) components have been submitted for staff review. 60% design plans for the 6th component and the rotary screw thickeners, have also been submitted for staff review. Once the plans for the rotary screw thickeners have been approved by staff, Schneider Electric, along with their contractors and subcontractors, will begin establishing the Guaranteed Maximum Price (GMP). The GMP will be presented to the Board for approval in February 2023. The Westward Ho Sewer Siphon Replacement project is going through the CEQA process. A public hearing is scheduled for December 13, 2022, for the Board to adopt the Mitigated Negative Declaration. Staff is still waiting for final review from the Federal Emergency Management Agency (FEMA), including their environmental review of this project. FEMA review is expected by January 2023, according to CalOES.

6. ADJOURNMENT

There being no further business to discuss, the meeting adjourned at 1:28 p.m. The next regular committee meeting will be held on February 7, 2023.

Respectfully submitted,
Holly Gould, Clerk of the Board
Valley Sanitary District