



Tuesday, June 27, 2023 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/84159086869>

Meeting ID: 841 5908 6869

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. PUBLIC COMMENT
5. 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.

- 5.1 Approve the Minutes for the Board of Directors Regular Meeting held June 13, 2023, and the Board of Directors Special Meeting held June 20, 2023

Recommendation: Approve

- 5.2 Approve Warrants for June 27, 2023

Recommendation: Approve

- 5.3 Monthly Financial Report for May 31, 2023

Recommendation: Approve

- 5.4 Receive and File Credit Card Report for May 31, 2023

Recommendation: Receive and File

6. NON-HEARING ITEMS

- 6.1 Approve Class II Inspection and Preventive Maintenance for the Turblex Blowers for an Amount of \$65,610.08

Recommendation: Approve

- 6.2 Authorize General Manager to Execute a Three (3) Month Contract with California Chemical for Sodium Hypochlorite in the Amount Not to Exceed \$160,000

Recommendation: Approve

- 6.3 Authorize General Manager to Exercise Years 2 And 3 of The Southwest Networks Contract

Recommendation: Approve

- 6.4 Approve Blanket Purchase Orders for The Listed Vendors and Amounts for The Fiscal Year 2023/24 in a Total Amount Not to Exceed \$2,270,931

Recommendation: Approve

- 6.5 Discuss The Proposed Compensation Rate for Directors of The Valley Sanitary District Board and Set a Public Hearing Date of July 11, 2023

Recommendation: Action

- 6.6 Discuss Employee Gym Membership Reimbursement and Provide Direction

Recommendation: Discuss

- 6.7 Select One Candidate for the California Special Districts Association (CSDA) Board of Directors Election Ballot - Term 2024 - 2026; Seat C - Southern Network

Recommendation: Approve

- 6.8 Select One Candidate for the Riverside Local Area Formation Agency (LAFCO) Countywide Oversight Board

Recommendation: Approve

- 6.9 Authorize the Board President to Sign a Letter of Support for AB 1594 (Garcia) Regarding Medium- and Heavy-Duty Zero-Emission Vehicles for Public Agency Utilities

Recommendation: Approve

7. **GENERAL MANAGER'S REPORT**
8. **DIRECTOR'S ITEMS**
9. **INFORMATIONAL ITEMS**
10. **ADJOURNMENT**

POSTED June 22, 2023
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: June 27, 2023
TO: Board of Directors
FROM: Holly Gould, Clerk of the Board
SUBJECT: Approve the Minutes for the Board of Directors Regular Meeting held June 13, 2023, and the Board of Directors Special Meeting held June 20, 2023

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 Regular Meeting held June 13, 2023 and the Board of Directors Special Meeting held June 20, 2023.

Recommendation

Approve

Attachments

[13 Jun 2023 Meeting Minutes.docx](#)

[20 Jun 2023 Meeting Minutes.docx](#)

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

June 13, 2023

A regular Board Meeting of the Governing Board of Valley Sanitary District (VSD) was held on Tuesday, June 13, 2023, at 45-500 Van Buren St., Indio, CA 92201.

1. CALL TO ORDER

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

2. ROLL CALL

Directors Present:

Jacky Barnum, Debra Canero, Mike Duran, William Teague

Directors Absent:

Scott Sear

Staff Present:

Ron Buchwald, Interim General Manager, Jeanette Juarez, Chief Administrative Officer, Dave Commons, Chief Operating Officer, Holly Gould, Clerk of the Board, James Mills, Operations Supervisor, Andy Boyd, Wastewater Operator, Michael Placencia and Craig Hayes, Best Best & Krieger

Guests Present:

Jason Dafforn

3. PLEDGE OF ALLEGIANCE

4. JUNE EMPLOYEE ANNIVERSARIES

- Andy Boyd, Wastewater Operator III – 14 years
- Nicholas Castaneda, Collections System Tech II – 9 years

The Board of Directors thanked Andy and Nick for their years of service and dedication to the District.

5. NEW EMPLOYEE INTRODUCTION

- Michael Placencia, Environmental Compliance Tech III

The Board of Directors welcomed Michael to the Valley Sanitary District team.

6. **PUBLIC COMMENT** – None.

7. **CONSENT CALENDAR**

7.1 Approve Minutes of May 23, 2023, Regular Board Meeting

7.2 Approve Warrants for June 13, 2023

7.3 Receive and File Credit Card Report for April 30, 2023

7.4 Authorize Certification Reimbursement for Ron Buchwald, Interim General Manager, Per District Policy, in the Amount of \$270

7.5 Quarterly Investment Report for the Period Ending March 31, 2023

ACTION TAKEN:

MOTION:

Vice President Duran motioned to approve the consent calendar as presented. Director Teague seconded the motion. Motion carried by the following roll call vote:

AYES: Barnum, Canero, Duran, Teague

NOES: None

ABSENT: Sear

MINUTE ORDER NO. 2023-3302

8. **PUBLIC HEARING ITEMS**

8.1 Adopt Resolution No. 2023-1180 Establishing Fees & Charges for District Services for Fiscal Year 2023/24

8.2 Adopt Resolution No. 2023-1181 Establishing the Gann Appropriations Limit for Fiscal Year 2023/24

President Canero asked Mr. Buchwald to summarize the actions leading to the Public Hearing. Mr. Buchwald stated that pursuant to Government Code Section 6062a, a notice of the Public Hearing was published in the Desert Sun newspaper on May 28, 2023, and May 31, 2023. President Canero read the procedures to be followed during the hearing and asked Mr. Buchwald to summarize any written communications regarding proposed Resolutions 2023-1180 and 2023-1181. Mr. Buchwald informed the Board that no written communication had been received. President Canero declared the Public Hearing open at 1:18 p.m. and asked Mr. Buchwald to give a brief staff report followed by any public testimony. Being no comments from the public, President Canero declared the Public Hearing closed at 1:22 p.m. Discussion took place on amending the fees and charges for District services and

establishing the Gann appropriations limits for the fiscal year 2023/24. It was the consensus of the Board to adopt Resolution No. 2023-1180, Establishing Fees & Charges for District Services for Fiscal Year 2023/24, and to adopt Resolution No. 2023-1181, Establishing the Gann Appropriations Limit for Fiscal Year 2023/24.

“A RESOLUTION OF THE BOARD OF DIRECTORS OF VALLEY SANITARY DISTRICT AMENDING FEES AND CHARGES FOR DISTRICT SERVICES FOR FISCAL YEAR 2023/24”

“A RESOLUTION OF THE BOARD OF DIRECTORS OF VALLEY SANITARY DISTRICT ESTABLISHING THE ANNUAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2023/24”

ACTION TAKEN:

MOTION:

Vice President Duran motioned to adopt Resolution 2023-1180, establishing fees and charges for District Services for Fiscal Year 2023/24, and Resolution 2023-1181, establishing the annual appropriations limit for Fiscal Year 2023/24. Director Teague seconded the motion. Motion carried by the following roll call vote:

AYES: Barnum, Canero, Duran, Teague

NOES: None

ABSENT: Sear

RESOLUTION NO. 2023-1180 and RESOLUTION NO. 2023-1181

9. NON-HEARING ITEMS

- 9.1 Approve an Employment Agreement Between Valley Sanitary District and Jason Dafforn to Perform Duties as General Manager, and Adopt Resolution 2023-1183 Establishing the Wage Schedule of the General Manager of the Valley Sanitary District

The Board of Directors has recently engaged in the recruitment of a new General Manager. The Board solicited applications from qualified persons and engaged in interviews, ultimately deciding that Mr. Jason Dafforn was the best candidate for the position. Pursuant to requirements of Government Code Section 54953(c)(3), before acting, it is stated publicly that the Employment Agreement becomes effective June 14, 2023; the term continues until June 13, 2026, unless sooner terminated or extended by the parties as outlined in the Employment Agreement; the compensation is at the rate of \$240,500 annually; and Mr. Dafforn would be entitled to paid time off and an automobile allowance, as well as benefits available to other management level employees under applicable District policies. To align with the Employment Agreement, the Board needs to establish by Resolution the bi-weekly rate wage schedule of the General Manager, which includes a ten (10) step-tiered salary system. Currently, the District does not have a tiered system for the Salary of the General Manager.

“A RESOLUTION OF THE BOARD OF DIRECTORS OF THE VALLEY SANITARY DISTRICT ESTABLISHING THE WAGE SCHEDULE OF THE GENERAL MANAGER”

ACTION TAKEN:

MOTION:

Director Teague motioned to approve an employment agreement between Valley Sanitary District and Jason Dafforn to perform duties as General Manager and adopt Resolution 2023-1183 establishing the wage schedule of the General Manager of the Valley Sanitary District. Vice President Duran seconded the motion. Motion carried by the following roll call vote:

AYES: Barnum, Canero, Duran, Teague

NOES: None

ABSENT: Sear

RESOLUTION NO. 2023-1183

9.2 Adopt Resolution No. 2023-1182 Approving the Operating and Capital Budget for the Fiscal Year 2023/24

The action for approval and adoption of the annual budget is completed in June of each calendar year. On April 18, 2023, the District held a detailed budget workshop and presentation for the Board of Directors to review and allow for modifications. The proposed Operating and Capital budgets for the fiscal year 2023/24 are \$18,622,984 and \$58,232,000, respectively. The operating budget encompasses personnel, California Public Employees' Retirement System (CalPERS), Unfunded Accrued Liability (UAL), debt service, insurance premiums, and other overhead costs to run day-to-day operations. The capital budget incorporates key projects to advance the District's Capital Improvement Program (CIP). There are 21 capital projects requested in the fiscal year 2023/24. The fiscal year 2023/24 CIP includes the Recycled Water Project Phase I, Amendment 1 & 2, Emergency Sewer Siphon Replacement Design and Construction, and the Collection System Sewer Main Rehabilitation and Replacement Program.

“A RESOLUTION OF THE BOARD OF DIRECTORS OF VALLEY SANITARY DISTRICT ADOPTING THE OPERATION BUDGET AND CAPITAL BUDGET FOR FISCAL YEAR 2022/23”

ACTION TAKEN:

MOTION:

Vice President Duran motioned to adopt Resolution 2023-1182 approving the Operating and Capital Budget for Fiscal Year 2023/24. Director Barnum seconded the motion. Motion carried by the following roll call vote:

AYES: Barnum, Canero, Duran, Teague

NOES: None

ABSENT: Sear

RESOLUTION NO. 2023-1182

9.3 Set Public Hearing Date for July 25, 2023, Determining Certain Accounts to be Delinquent and Directing the Placement of these Accounts on the Property Tax Rolls for Collection

Annually, District staff reviews the outstanding invoices of all properties that have not paid their invoices for various fees. To collect the unpaid charges and to ensure adequate procedural due process is

provided, a Public Hearing date is required, and notice is sent to each specific property and posted on the district website. At the Public Hearing, recommended for July 25, 2023, the Board of Directors will adopt a resolution allowing the delinquent invoices to be placed on the property tax roll for collection.

ACTION TAKEN:

MOTION: Director Teague motioned to set a Public Hearing for July 25, 2023, to determine certain accounts to be delinquent and direct the placement of these accounts on the property tax rolls for collection. Director Barnum seconded the motion. Motion carried by the following roll call vote:
AYES: Barnum, Canero, Duran, Teague
NOES: None
ABSENT: Sear
MINUTE ORDER NO. 2023-3303

9.4 Authorize the Board President to Sign a Letter of Support for the Support to Rehydrate the Environment, Agriculture, and Municipalities Act (STREAM)

Valley Sanitary District has received a request from Senator Feinstein's Office through Innovative Federal Strategies (IFS) to provide a letter of support for Senator Feinstein's STREAM Act. The STREAM Act aims to expand water management, treatment, and storage cooperatively.

ACTION TAKEN:

MOTION: Vice President Duran motioned to approve the Board President to sign a letter of support for the Support to Rehydrate the Environment, Agriculture, and Municipalities Act (STREAM). Director Barnum seconded the motion. Motion carried by the following roll call vote:
AYES: Barnum, Canero, Duran, Teague
NOES: None
ABSENT: Sear
MINUTE ORDER NO. 2023-3304

9.5 Accept the Water Recycling Funding Program Planning Grant from the California State Water Resources Control Board, Adopt Resolution 2023-1184, and Authorize the General Manager to Sign the Agreement

In February 2023, the District was notified by the State Water Quality Control Board (State Board) that VSD was awarded the Planning Grant from the Water Recycling Funding Program. In May, the District received the Planning Grant Agreement from the State Board for review and approval. The Planning Grant will evaluate the feasibility and efficiency of alternatives for using recycled water produced by the District's treatment operation to reduce reliance on imported water supplies from the Colorado River. It will also help to alleviate the overdraft condition of the Coachella Valley Groundwater Basin and improve water quality. The proposed feasibility study will evaluate alternatives for Non-potable Reuse, Indirect Potable Reuse, and Direct Potable Reuse.

“RESOLUTION OF THE BOARD OF DIRECTORS OF THE VALLEY SANITARY DISTRICT AUTHORIZING AND APPROVING AN AGREEMENT WITH THE STATE WATER RESOURCES CONTROL BOARD FOR A WATER RECYCLING FUNDING PROGRAM PLANNING GRANT”

ACTION TAKEN:

MOTION:

Vice President Duran motioned to adopt Resolution 2023-1184 authorizing and approving an agreement with the State Water Resources Control Board for a Water Recycling Funding Program Planning Grant and authorizing the General manager to sign the agreement. Director Teague seconded the motion. Motion carried by the following roll call vote:

AYES: Barnum, Canero, Duran, Teague

NOES: None

ABSENT: Sear

RESOLUTION NO. 2023-1184

10. GENERAL MANAGER’S ITEMS

- 10.1 Receive Monthly General Manager’s Report for May 2023
-

11. COMMITTEE REPORTS

- 11.1 Draft Minutes for the Operations Committee Meeting – June 6, 2023
-

Chairperson Jacky Barnum reported on the June 6, 2023, Operations Committee meeting. Dave Commons, Chief Operating Officer, gave a presentation on the District's biosolids. He spoke about the biosolids hauling that would commence soon and updated the Committee on the feasibility study being conducted by Lystek. Adrian Contreras gave a presentation on the CIP projects.

12. DIRECTOR’S ITEMS

Vice President Duran attended a Memorial Day event at the Coachella Valley Public Cemetery District Veteran's Memorial. He stated it was a beautiful event and that different organizations presented wreaths to pay tribute to the fallen military personnel. He suggested that Valley Sanitary District present a wreath at next year's event. President Canero thanked the Staff for a great Employee Appreciation Luncheon. She was pleased to see Staff having a fun, relaxing time.

13. INFORMATIONAL ITEMS

- 13.1 Receive and File Digital Data Reports from Andrea Carter and Associates and their Subconsultant LocaliQ
-

Ron reported on the data provided by the digital messaging done by Andrea Carter and Associates and LocaliQ. Vice President Duran suggested that Andrea Carter make a presentation to the Board on the data of the public outreach efforts.

Eric O'Donnell from Townsend Public Affairs has provided two dates for meeting with the Board: August 22 and September 19, 2023. Ron showed the Board the new link on the VSD website for the Recycled Water Project that shows the project's status.

14. PUBLIC COMMENT – CLOSED SESSION – None

President Canero called for a short recess at 2:04 p.m. The Board of Directors reconvened at 2:10 p.m. Roll call was taken. Directors Barnum, Canero, Duran, and Teague were present. Director Sear is absent.

15. CONVENE IN CLOSED SESSION

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

- 15.1 Conference with Legal Counsel – Anticipated Litigation Pursuant to Paragraph (2) or (3) of Subdivision (d) of Government Code Section 5496.9 (one potential case – circumstances need not be disclosed pursuant to paragraph (1) of subdivision (e) of Government Code Section 5496.9)

The Board adjourned to Closed Session at 2:10 p.m. Director Barnum recused herself from Item 15.1. Director Barnum returned to Closed Session at 2:31 p.m.

16. CONVENE IN OPEN SESSION

Report on Closed Session items.

The Board reconvened in open session at 2:31 p.m. District Counsel stated there was no reportable action.

17. ADJOURNMENT

There being no further business to discuss, the meeting was adjourned at 2:33 p.m. The next regular Board meeting will be on June 27, 2023.

Respectfully submitted,

Holly Gould, Clerk of the Board
Valley Sanitary District

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

June 20, 2023

A Special Board Meeting of the Governing Board of Valley Sanitary District (VSD) was held on Tuesday, June 20, 2023, at 45-500 Van Buren St., Indio, CA 92201.

1. CALL TO ORDER

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

2. ROLL CALL

Directors Present:

Jacky Barnum, Debra Canero, Mike Duran, Scott Sear, William Teague

Staff Present:

Jason Dafforn, General Manager; Ron Buchwald, District Engineer; Dave Commons, Chief Operating Officer; Holly Gould, Clerk of the Board; and Craig Hayes, Best Best & Krieger

3. PLEDGE OF ALLEGIANCE

4. NON-HEARING ITEMS

4.1 Discuss and Give Direction to the General Manager on District Priorities and Goals

Jason Dafforn, General Manager, summarized what his first few days have been like at the District. He stated that the Staff has been very welcoming, and he is trying to absorb everything. Mr. Dafforn and the Board discussed communication preferences, work schedule, and the strategic plan. The Board's current priority for Mr. Dafforn is to take the time to get to know Staff and the organization. They would then like Mr. Dafforn to bring forth topics or issues that he sees as priorities for the District. The Board discussed and gave direction on the General Manager's weekly update. Mr. Dafforn requested guidance from the Board on attending the Greater Coachella Valley Chamber of Commerce Business Awards (GCVCC) and Installation Dinner on June 29, 2023. He feels this is an excellent opportunity for some District exposure. Except for Secretary/Treasurer Sear, the consensus of the Board was to attend as a Community Sponsor for a cost of \$850. Due to past sponsorship issues with the GCVCC, Secretary/Treasurer Sear stated his preference is to attend at the individual rate. Vice President Duran suggested that Mr. Dafforn save the dates for the CASA and CSDA conferences in August.

4.2 Planning and Preparation for the 100-year Celebration of the Valley Sanitary District

The Board discussed with Mr. Dafforn their ideas for the District's 100th-anniversary celebration. They

talked about the importance of a budget, venue, guest lists, types of events, the possibility of vendor sponsorships, and how to get the word out. The Board would like the Community Engagement Committee to take the lead for this event/s.

4.3 Review the 2023/24 20-Year Capital Improvement Plan

Ron Buchwald, District Engineer, presented the 2023/24 20-year Capital Improvement Plan. He stated that this is a living document and is revised as needed. He also informed the Board that the Lystek update would likely be presented in July. Secretary/Treasurer Sear requested that the Board be updated on the car mandate. Mr. Buchwald also informed the Board that Eric O'Donnell from Townsend Public Affairs would be at the District on August 22, 2023.

5. ADJOURNMENT

There being no further business to discuss, the meeting was adjourned at 1:55 p.m. The next regular Board meeting will be on June 27, 2023.

Respectfully submitted,

Holly Gould, Clerk of the Board
Valley Sanitary District



Valley Sanitary District

DATE: June 27, 2023
TO: Board of Directors
FROM: Jeanette Juarez, Chief Administrative Officer
SUBJECT: Approve Warrants for June 27, 2023

Suggested Action

Approve

Strategic Plan Compliance

GOAL 5: Long-Term Financial Strength

Fiscal Impact

The total charges incurred for the warrants from June 6, 2023, through June 20, 2023, are \$801,414.28.

Environmental Review

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

Background

The attached warrants list shows all disbursements from June 6, 2023, through June 20, 2023.

Recommendation

Staff recommends that the Board of Directors approve the warrants for June 27, 2023.

Attachments

[Warrants for June 27, 2023.pdf](#)

DISBURSEMENTS
Approved at the Board Meeting of
June 27, 2023

41623 Anna Bell	Tuition reimbursement - Anna Bell	\$3,000.00
41624 Aquatic Informatics, Inc	Watertrax data management renewal 5/1/2023-4/30/2024	\$5,485.00
41625 Carquest Auto Parts	New charges - May 2023	\$586.07
41626 Consolidated Electrical Distributors, Inc.	Starters for carver lift station	\$1,312.58
41627 Dudek & Associates, Inc.	Plant watermain replacement ph 2 - April services 2023	\$3,985.25
41628 Eknar Israel Garcia	Coll sys maint grade 1 exam reimbursement	\$185.00
41629 Environmental Resource Associates	Demand, wp qr	\$340.83
41630 George Petersen Insurance Agency	Insurance renewal: auto umb, earthquake, cyber 7/1/23-7/1/24	\$337,385.13
41631 Lawson Products, Inc.	Cabinet	\$248.05
41632 MiscoWater	Fontaine stop gate	\$2,743.88
41633 Motion Industries, Inc.	Electric motors	\$698.39
41633 Motion Industries, Inc.	Hi power v belt	\$22.75
41633 Motion Industries, Inc.	Electric motors	\$747.21
41634 Polydyne, Inc.	Polymer delivery - 06/01/2023	\$8,543.27
41635 Tesco Controls, LLC	Headworks plc scada modification	\$5,650.00
41636 United States Treasury	95-2405871 2nd Quarter form 720	\$15.00
41639 Andrew Sorensen	Lab analyst grade 1 exam reimbursement	\$185.00
41640 Caltest Analytical Laboratory	Chlorpyrifos study	\$452.20
41640 Caltest Analytical Laboratory	Weekly samples - NPDES	\$353.40
41640 Caltest Analytical Laboratory	Weekly samples - 06/13/2023	\$353.40
41640 Caltest Analytical Laboratory	Weekly samples - npdes	\$353.40
41641 Carollo Engineering, Inc	RWP Services - May 2023	\$55,504.03
41642 Certified Laboratories Division	Shop oil and grease	\$1,283.41
41643 Cintas Corp	First aid replenishment - 06/06/2023	\$436.64
41643 Cintas Corp	Uniforms, mats, towels, etc - 06/08/2023	\$543.63
41644 Desert Arc	Janitorial services - may 2023	\$3,500.36
41645 Downing Construction, Inc	IPS progress payment # 19 - May and June 2023	\$21,272.07
41646 Dudek & Associates, Inc.	Plant watermain replacement ph 2 - May 2023	\$675.00
41647 E.S. Babcock & Sons, Inc.	Biosolids - class B testing - 06/06/2023	\$3,665.06
41647 E.S. Babcock & Sons, Inc.	Cyanide study - vsd wwtp	\$1,625.65
41648 Geotab USA, Inc	Telemetry support - May 2023	\$600.75
41649 Harris & Associates	PADM for Coll Sys Ph 4 - May 2023	\$55,456.50
41650 Israel Garcia	CWEA asset management conference 6/12/2023-6/13/2023	\$470.67
41651 James Mills	Food and drink for team bbq	\$320.43
41652 JM Test Systems, LLC	Test insulated gloves	\$53.91
41653 McMaster-Carr Supply Co.	Small hand brushes	\$57.00
41654 RACO Manufacturing & Engineering Co.	Alarm agent service 1 year 2/1/2023-1/31/2024	\$2,658.95
41655 Southwest Networks, Inc.	GM computer bench fee	\$100.00
41655 Southwest Networks, Inc.	Guardian BDR storage - July 2023	\$699.00
41655 Southwest Networks, Inc.	Cyber training, guadian IT managed, 7/1/2023-9/30/2023	\$10,077.00
41656 Stantec Consulting Services, Inc.	IPS project - oct 2022 - april 2023	\$73,862.40
41657 Superior Truck & Auto LLC	Transmission service, serviced differentials	\$3,081.36
41658 Thomas Scientific	Deionized water	\$168.64
41659 Underground Service Alert	Board fees - June 2023	\$58.38
41659 Underground Service Alert	Dig alerts - June 2023	\$202.50
41660 United Way of the Desert	PR 05/26/2023 - 06/08/2023 PD 06/16/2023	\$20.00
41661 Univar Solutions	Sodium hypo - 06/09/2023	\$12,487.64
41662 USA Blue Book	Hach nitrifer, hach ph buffer, replacement stirrer	\$487.63
41662 USA Blue Book	Solujet detergent	\$140.38
41663 Weck Analytical Environmental Services, Inc	Cyanide testing	\$160.00
41664 Yellow Mart	Boot reimbursement - Dave Commons	\$234.88
41664 Yellow Mart	Boot reimbursement - A. Lopanec	\$217.49
41664 Yellow Mart	Boot reimbursement - Andrew Boyd	\$220.74
41664 Yellow Mart	Boot reimbursement - Matt Pittelli	\$250.00
41664 Yellow Mart	Boot reimbursement - Nick Dean	\$250.00
41664 Yellow Mart	Boot reimbursement - Ray Marroquin	\$250.00
202306132 Basic	WF withdrawal - 06/13/2023	\$833.32
202306151 FedEx	Shipping charges - 05/30/2023	\$150.12
202306152 Grainger	Disposable Gloves	\$174.97
202306152 Grainger	Dust cap	\$33.85
202306152 Grainger	Detector tube	\$161.83
202306152 Grainger	Detector tube	\$161.83
202306152 Grainger	Mechanic gloves	\$32.26
202306152 Grainger	Needle nose pliers	\$126.25
202306152 Grainger	Mechanic gloves, impact joint, water pump plier	\$130.54
202306152 Grainger	Battery lithium	\$22.06
202306152 Grainger	Mini-pleat air filter	\$465.37
202306152 Grainger	Instant adhesive	\$139.07
202306152 Grainger	Buna-n round cord	\$14.55
202306152 Grainger	Male adapter	\$36.32
202306153 Grainger	Glass microfiber filter	\$398.06
202306153 Grainger	Detergent 100 tablets	\$67.03
202306153 Grainger	Tubing cutter, step drill	\$287.62
202306153 Grainger	Sockets, tongue groove pliers	\$378.68
202306153 Grainger	Detector tube	\$253.23

202306153	Grainger	Slotted shim	\$742.05
202306153	Grainger	Electrolyte freezer pop	\$68.26
202306153	Grainger	Portable cord	\$96.38
202306153	Grainger	Battery, screwdrivers	\$334.31
202306161	SoCal Gas	Natural gas - May 2023	\$189.86
202306162	Paychex - Direct Deposit	PR 05/26/2023 - 06/08/2023 PD 06/16/2023	\$88,361.16
202306163	Paychex - Fee	PR 05/26/2023 - 06/08/2023 PD 06/16/2023	\$198.42
202306164	Paychex - Garnishment	PR 05/26/2023 - 06/08/2023 PD 06/16/2023	\$360.46
202306165	Paychex - Tax	PR 05/26/2023 - 06/08/2023 PD 06/16/2023	\$40,125.45
202306201	Nationwide Retirement Solution	PR 05/26/2023 - 06/08/2023 PD 06/16/2023	\$1,975.00
202306202	Empower (formerly Mass Mutual)	PR 05/26/2023 - 06/08/2023 PD 06/16/2023	\$10.00
202306203	Mission Square (formerly ICMARC / Vantage Point)	PR 05/26/2023 - 06/08/2023 PD 06/16/2023	\$1,470.00
202306204	CalPERS Retirement	PR 05/26/2023 - 06/08/2023 PD 06/16/2023	\$22,014.06
202306205	CalPERS 457	PR 05/26/2023 - 06/08/2023 PD 06/16/2023	\$870.00
202306251	Umpqua Bank	Umpqua statement - May 2023	\$16,969.27
202306271	SPOK, Inc.	Pager service - June 2023	\$24.73
		Total	\$801,414.28



Valley Sanitary District

DATE: June 27, 2023
TO: Board of Directors
FROM: Jeanette Juarez, Chief Administrative Officer
SUBJECT: Monthly Financial Report for May 31, 2023

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 item does not qualify as a project as defined by the California Environmental Quality Act (CEQA).

Background

The adopted operating and capital budget for the fiscal year 2022/23 includes \$17,767,816 in revenues and \$16,189,076 in operating expenditures.

The attached Monthly Income Summary (Attachment A) and Budget Variance (Attachment B) report compare revenues and expenses to the respective line-item budgets. The report identifies current monthly revenues and expenses as well as fiscal year-to-date (FYTD) values.

Year-to-Date Summary

- As of May 31, 2023, the District has recorded \$21,187,817 in revenue. The revenues are \$3,912,602 or 22.6% above the annual budget. The variance is attributed to higher than projected interest income earned, and higher sewer use revenue collected due to actual water usage data.
- As of May 31, 2023, the District has incurred \$13,494,114 in expenditures. The District's expenditures are \$1,342,872 or 9.0% under the FYTD straight-line budget.

The Summary of Cash and Investments (Attachment C) report details the changes to the fund balances by fund type.

Fund	Unaudited Fund Balance as of 05/31/23
Operating Fund (Fund 11)	\$28,464,765
Special Revenue Fund (Fund 11 and Fund 6)	1,070,070
Fiduciary Fund (Fund 4)	770,246
Capital Improvement Fund (Fund 13)	12,378,496
Restricted CIP Fund (Fund 12)	25,348,583
Total	\$68,032,160

Recommendation

Staff recommends that the Board receive and file the Revenue and Expense report for the period ending May 2023.

Attachments

[5.3 Attachment A Monthly Income Summary - May 2023.pdf](#)

[5.3 Attachment B Monthly Budget Variance Report.pdf](#)

[5.3 Attachment C Summary of Cash and Investments - May 2023.pdf](#)

Valley Sanitary District

Monthly Income Summary

May 2023 (UNAUDITED)

	<u>Current Month</u>	<u>Fiscal YTD</u>	<u>Annual Projection</u>	<u>% Received</u>	<u>Balance</u>
Revenues					
Sewer Service Chgs-Current	\$48,152	\$17,041,927	\$15,686,490	109 %	(\$1,355,437)
Permit & Inspection Fees	\$2,200	\$23,975	\$35,874	67 %	\$11,899
Saddles/Disconnect Fees	\$0	\$320	\$0	0 %	(\$320)
Plan Check Fees	\$150	\$9,150	\$14,704	62 %	\$5,554
Other Services	\$280	\$1,910	\$3,397	56 %	\$1,487
Sale of Surplus Property	\$0	\$21,032	\$31,818	66 %	\$10,786
Taxes - Current Secured	\$590,800	\$1,277,539	\$855,412	149 %	(\$422,127)
Taxes - Current Unsecured	\$0	\$37,165	\$55,294	67 %	\$18,129
Taxes - Prior Secured	\$0	\$8,075	\$0	0 %	(\$8,075)
Supple Prop. Taxes - Current	\$9,360	\$23,674	\$0	0 %	(\$23,674)
Supple Prop. Taxes - Prior	\$492	\$9,046	\$0	0 %	(\$9,046)
Homeowners Tax Relief	\$2,458	\$5,969	\$6,090	98 %	\$121
Interest Income	\$0	\$576,321	\$36,068	1,598 %	(\$540,253)
Unrealized gains (losses)	\$0	(\$6,335)	\$0	0 %	\$6,335
Rebate Income	\$0	\$2,252	\$3,836	59 %	\$1,584
Non-Operating Revenues - Fnd 11	\$2,800	\$33,829	\$5,156	656 %	(\$28,673)
Interest Income	\$0	\$787,657	\$32,151	2,450 %	(\$755,506)
Connection Fees	\$165,178	\$1,011,083	\$996,915	101 %	(\$14,168)
Interest Income	\$0	\$325,414	\$4,611	7,057 %	(\$320,803)
Total Revenues	\$821,870	\$21,190,004	\$17,767,816	119 %	(\$3,422,188)

Valley Sanitary District
Budget Variance Report
May 2023

Description	FY23 Total Budget	Current Month			Fiscal Year to Date			Percentage Remaining
		Actual	Budget	Favorable (Unfavorable)	FYTD Actual	YTD Budget	Favorable (Unfavorable)	
Revenues:								
Operating Revenue	16,769,198	215,960	1,397,433	(1,181,473)	18,109,397	16,359,815	1,749,582	-8.0%
Non-Operating Revenue	998,618	603,723	83,218	520,505	3,078,420	915,400	2,163,020	-208.3%
Total Operating Revenue	17,767,816	819,683	1,480,651	(660,968)	21,187,817	17,275,215	3,912,602	-19.2%
Operating Expenses:								
Salaries And Wages	3,543,600	250,253	295,300	45,047	3,071,592	3,248,300	176,708	13.3%
Director Fee/Payroll Tax-Board	94,985	6,900	7,915	1,015	65,500	87,070	21,570	31.0%
Bonus, Awards, Recertification	10,300	-	858	858	7,975	9,442	1,467	22.6%
Overtime	33,100	1,153	2,758	1,605	24,688	30,342	5,654	25.4%
Callout	13,000	1,582	1,083	(498)	19,196	11,917	(7,280)	-47.7%
Standby Pay	61,824	4,706	5,152	446	56,042	56,672	630	9.4%
Longevity	43,000	3,415	3,583	168	37,292	39,417	2,124	13.3%
Retirement Contributions	357,077	23,930	29,756	5,826	290,663	327,321	36,657	18.6%
Fica And Medicare	337,615	20,194	28,135	7,940	241,772	309,480	67,708	28.4%
Life Insurance	7,260	647	605	(42)	6,803	6,655	(148)	6.3%
Health Insurance	625,374	56,395	52,115	(4,280)	556,629	573,260	16,630	11.0%
Dental Insurance	44,232	4,019	3,686	(333)	41,115	40,546	(569)	7.0%
Vision Insurance	8,156	624	680	56	6,989	7,476	488	14.3%
Long Term Disability	10,416	881	868	(13)	9,772	9,548	(224)	6.2%
Accounting Services-Admin	77,771	1,977	6,481	4,504	53,479	71,290	17,811	31.2%
Certifications	24,080	978	2,007	1,029	6,567	22,073	15,506	72.7%
Chemicals	594,240	59,681	49,520	(10,161)	551,931	544,720	(7,211)	7.1%
Comprehensive Insurance	371,193	29,438	30,933	1,494	324,849	340,260	15,411	12.5%
Conferences/ Meetings	202,629	9,510	16,886	7,375	88,238	185,743	97,506	56.5%
Contracts	1,396,477	59,201	116,373	57,172	703,600	1,280,104	576,504	49.6%
County Expense	23,100	1,063	1,925	862	22,708	21,175	(1,533)	1.7%
Covid-19 Supplies	15,759	-	1,313	1,313	1,165	14,446	13,281	92.6%
Election Expense	70,000	1,683	5,833	4,151	1,683	64,167	62,484	97.6%
Electric	779,920	67,607	64,993	(2,613)	743,174	714,927	(28,248)	4.7%
Gas, Oil & Fuel	66,060	4,833	5,505	672	50,398	60,555	10,157	23.7%
Grit & Screening Removal	40,000	2,266	3,333	1,067	20,659	36,667	16,008	48.4%
Legal Services	70,000	-	5,833	5,833	59,643	64,167	4,523	14.8%
Debt Service	4,412,971	367,748	367,748	-	4,045,223	4,045,223	-	8.3%
Medical Services	32,943	197	2,745	2,548	7,455	30,198	22,743	77.4%
Memberships	60,298	2,141	5,025	2,884	56,933	55,273	(1,660)	5.6%
Misc. Professional Services	109,391	395	9,116	8,721	69,749	100,275	30,527	36.2%
Natural Gas	7,000	190	583	393	6,483	6,417	(67)	7.4%
Office Supplies	26,000	1,143	2,167	1,024	16,167	23,833	7,667	37.8%
Opeb Contribution	81,719	69,155	6,810	(62,345)	82,759	74,909	(7,850)	-1.3%
Other Expenses	70,000	1,744	5,833	4,089	34,165	64,167	30,002	51.2%
Permits & Fees	117,925	3,281	9,827	6,546	49,665	108,098	58,432	57.9%
Projects	369,000	56,741	30,750	(25,991)	571,663	338,250	(233,413)	-54.9%
Publications	3,500	431	292	(140)	1,864	3,208	1,345	46.8%
Repairs & Maintenance	650,637	51,681	54,220	2,539	464,641	596,417	131,776	28.6%
Research & Monitoring	97,000	3,601	8,083	4,482	63,524	88,917	25,393	34.5%
Supplies	247,306	15,398	20,609	5,211	132,772	226,697	93,925	46.3%
Telephone/Internet	34,569	1,498	2,881	1,383	28,878	31,688	2,810	16.5%
Tools & Equipment	44,300	2,291	3,692	1,400	7,356	40,608	33,252	83.4%
Tuition Reimbursement	12,000	-	1,000	1,000	4,292	11,000	6,708	64.2%
Uniform Services	45,620	2,702	3,802	1,100	22,930	41,818	18,889	49.7%
Unfunded Accrued Liability	736,606	61,384	61,384	-	675,222	675,222	-	8.3%
Water	27,500	2,061	2,292	231	20,989	25,208	4,220	23.7%
Workers Compensation	81,623	5,962	6,802	840	70,260	74,821	4,561	13.9%
Total Operating Expenses (Before Depreciation)	16,189,076	1,262,677	1,349,090	86,412	13,497,114	14,839,986	1,342,872	16.6%
Operating Expenses in Excess of Operating Revenue				(442,994)		7,690,702		

Valley Sanitary District
Budget Variance Report
May 2023

Description	FY23 Total Budget	Current Month			Fiscal Year to Date			
		Actual	Budget	Favorable (Unfavorable)	FYTD Actual	FY23 YTD Budget	Favorable (Unfavorable)	Percentage Remaining
Operating Expenses:								
Wages	3,756,809	264,594	313,067	48,474	3,244,993	3,443,742	198,749	13.6%
Fringe Benefits	1,433,130	110,106	119,428	9,322	1,191,036	1,313,703	122,667	16.9%
Services	1,851,990	135,555	154,333	18,778	1,030,357	1,697,658	667,300	44.4%
Supplies and Materials	1,675,242	133,795	139,604	5,809	1,237,557	1,535,639	298,082	26.1%
Fuels and Lubricants	66,060	4,833	5,505	672	50,398	60,555	10,157	23.7%
Comprehensive Insurance	452,816	35,400	37,735	2,335	395,109	415,081	19,972	12.7%
Projects	369,000	56,741	30,750	(25,991)	571,663	338,250	(233,413)	-54.9%
Utilities	854,420	72,123	71,202	(922)	791,305	783,218	(8,087)	7.4%
Debt Service	4,412,971	367,748	367,748	-	4,045,223	4,045,223	-	8.3%
Permits and Fees	141,025	4,344	11,752	7,408	72,374	129,273	56,899	48.7%
Unfunded Accrued Liability	736,606	61,384	61,384	-	675,222	675,222	-	8.3%
Other	439,007	16,056	36,584	20,528	191,877	402,423	210,546	56.3%
Total Operating Expenses (Before Depreciation)	16,189,076	1,262,677	1,349,090	86,412	13,497,114	14,839,986	1,342,872	16.6%
Revenues:								
Operating Revenue	16,769,198	215,960	1,397,433	(1,181,473)	18,109,397	16,359,815	1,749,582	-8.0%
Non-Operating Revenue	998,618	603,723	83,218	520,505	3,078,420	915,400	2,163,020	-208.3%
Total Revenue	17,767,816	819,683	1,480,651	(660,968)	21,187,817	17,275,215	3,912,602	-19.2%
Net Operating Gain (Loss)		(442,994)			7,690,702			

VALLEY SANITARY DISTRICT
SUMMARY OF CASH AND INVESTMENTS

FOR THE PERIOD: 05/01/2023 TO 05/31/2023 (UNAUDITED)

Agenda Item No. _____

INVESTMENTS

LAIF Fund 4 - Agency Fund		
Beginning Balance (Fund 4)	471,956	
Net Transfer from (to) Fund 11	298,290	
Fair Value Factor for quarter ending 03/31/2023	0	
Interest (Pd quarterly - Int. Rate 2.74%)	0	
Fund 04 Ending Balance		<u>770,246</u>
LAIF Fund 6 - Wastewater Revenue Refunding Bonds		
Beginning Balance (Fund 6)	760	
Net Transfer from (to) Fund 11	0	
Fair Value Factor for quarter ending 03/31/2023	0	
Interest (Pd quarterly - Int. Rate 2.74%)	0	
Fund 06 Ending Balance		<u>760</u>
LAIF Fund 10 - Recycled Water Project		
Beginning Balance (Fund 10)	0	
Net Transfer from (to) Fund 11	0	
Fair Value Factor for quarter ending 03/31/2023	0	
Interest (Pd quarterly - Int. Rate 2.74%)	0	
Fund 10 Ending Balance		<u>0</u>
LAIF Fund 11 - Operating Fund		
Beginning Balance (Fund 11)	22,066,452	
Net Transfer from (to) Fund 04	(298,290)	
Net Transfer from (to) Fund 06	0	
Net Transfer from (to) Fund 12	811,005	
Net Transfer from (to) Fund 13	(165,178)	
Fund Transfer from (to) LAIF - WF	(850,000)	
Fair Value Factor for quarter ending 03/31/2023	0	
Interest (Pd quarterly - Int. Rate 2.74%)	0	
Fund 11 Ending Balance		<u>21,563,989</u>
LAIF Fund 12 - Reserve Fund		
Beginning Balance (Fund 12)	26,159,588	
Net Transfer from (to) Fund 11	(811,005)	
Fair Value Factor for quarter ending 03/31/2023	0	
Interest (Pd quarterly - Int. Rate 2.74%)	0	
Fund 12 Ending Balance		<u>25,348,583</u>
LAIF Fund 13 - Capital Improvement Fund		
Beginning Balance	12,213,318	
Connection Fees	165,178	
(Disbursements) or Reimbursements	<u>0</u>	
Net Transfer from (to) Fund 11	165,178	
Fair Value Factor for quarter ending 03/31/2023	0	
Interest (Pd quarterly - Int. Rate 2.74%)	0	
Fund 13 Ending Balance		<u>12,378,496</u>
TOTAL LAIF INVESTMENTS: FUNDS 04, 06, 11, 12 AND 13		<u>60,062,074</u>

CASH IN CHECKING ACCOUNT

WELLS FARGO - FUND 11

Beginning Balance	2,132,717	
Deposits	8,177,893	
Fund Transfer from (to) LAIF (net)	850,000	
Disbursements and Payroll	<u>(4,259,833)</u>	
Wells Fargo Ending Balance		<u>6,900,777</u>

CALTRUST - FUND 11

Beginning Balance	1,071,497	
Interest Income	3,285	
Unrealized Gain / <Loss>	<u>(5,472)</u>	
CalTRUST Ending Balance		<u>1,069,310</u>

TOTAL WELLS FARGO AND CALTRUST CHECKING		<u>7,970,087</u>
TOTAL CASH AND INVESTMENTS		<u>68,032,160</u>

The Board certifies the ability of the District to meet its expenditure requirements for the next six (6) months, as per Government Code 53646(b)(3).

This report is in compliance with the District's Investment Policy under Government Code 53646(b)(2).



Valley Sanitary District

DATE: June 27, 2023
TO: Board of Directors
FROM: Jeanette Juarez, Chief Administrative Officer
SUBJECT: Receive and File Credit Card Report for May 31, 2023

Suggested Action

Receive and File

Strategic Plan Compliance

GOAL 5: Long-Term Financial Strength

Fiscal Impact

The total charges incurred for the credit card statement ending May 31, 2023, are \$16,969.27.

Environmental Review

Not applicable, this is not a project as defined by the California Environmental Quality Act (CEQA).

Background

The attached report summarizes the District's credit card expenditures for the statement ending May 31, 2023.

Recommendation

Staff recommends that the Board of Directors receive the credit card statement for May 31, 2023.

Attachments

[3.4 Attachment A Credit Card Transaction May 2023.xlsx](#)
[11. UMPQUA Credit Card Statement May_Redacted.pdf](#)

Diverted From Cardholder Name	Tran Date	Post Date	Merchant Name	MCC Description	Debits	Credits
BRANDEN RODRIGUEZ	5/30/2023	5/31/2023	AMZN Mktp US*B25KH9E83	Book Stores	\$19.56	
BRANDEN RODRIGUEZ	5/30/2023	5/31/2023	AMZN Mktp US*L650J6H3	Book Stores	\$8.47	
BRANDEN RODRIGUEZ	5/30/2023	5/31/2023	AMZN Mktp US*9C60T5HT3	Book Stores	\$379.72	
BRANDEN RODRIGUEZ	5/26/2023	5/28/2023	STAPLES 00113241	Stationery Office & School Supply Sto	\$32.59	
BRANDEN RODRIGUEZ	5/26/2023	5/26/2023	CHIPOTLE ONLINE	Express Payment Services (Fast Food)	\$134.37	
BRANDEN RODRIGUEZ	5/24/2023	5/25/2023	CALIFORNIA WATER ENVIRON	Membership Organizations Not Elsewhe	\$185.00	
BRANDEN RODRIGUEZ	5/11/2023	5/12/2023	AMZN Mktp US*7375B2D83	Book Stores	\$47.81	
BRANDEN RODRIGUEZ	5/11/2023	5/12/2023	AMZN Mktp US*H48DD1FT0	Book Stores	\$27.13	
BRANDEN RODRIGUEZ	5/10/2023	5/11/2023	WAL-MART #2826	Grocery Stores Supermarkets	\$5.52	
BRANDEN RODRIGUEZ	5/11/2023	5/11/2023	AMZN Mktp US*T7761ZH3	Book Stores	\$9.23	
BRANDEN RODRIGUEZ	5/9/2023	5/10/2023	APHA EDONOREDUPEUBS	Civic Social & Fraternal Associations	\$305.00	
BRANDEN RODRIGUEZ	5/2/2023	5/4/2023	WECK LABORATORIES INC.	Testing Laboratories (Non-Medical)	\$160.00	
BRANDEN RODRIGUEZ	5/2/2023	5/3/2023	GAN* DESERT SUN-CCC	Advertising Services	\$431.20	
DAVE COMMONS	5/25/2023	5/26/2023	OWPSACSTATE	Civic Social & Fraternal Associations	\$125.25	
DAVE COMMONS	5/23/2023	5/24/2023	WEF MAIN	Membership Organizations Not Elsewhe	\$342.00	
DAVE COMMONS	5/23/2023	5/24/2023	GA PROFESSIONAL LICENSE	Government Services Not Elsewhere Clas	\$70.00	
DAVE COMMONS	5/23/2023	5/24/2023	GA PROFESSIONAL LICENSE	Government Services Not Elsewhere Clas	\$70.00	
DAVE COMMONS	5/16/2023	5/17/2023	AMZN Mktp US*C11AT60N3	Book Stores	\$456.72	
DAVE COMMONS	5/16/2023	5/17/2023	AMZN Mktp US*L9L48YG3	Book Stores	\$284.50	
DAVE COMMONS	5/16/2023	5/17/2023	AMZN Mktp US*1K0CV0VF3	Book Stores	\$8.69	
DAVE COMMONS	5/3/2023	5/4/2023	ADOBE *ACROPRO SUBS	Computer Software	\$14.99	
DAVE COMMONS	5/3/2023	5/4/2023	OWPSACSTATE	Civic Social & Fraternal Associations	\$175.80	
DEBRA CANERO	5/18/2023	5/19/2023	SHERATON	Sheraton	\$476.84	
DEBRA CANERO	5/17/2023	5/18/2023	PALM SPRINGS AIRPORT	Transportation Services Not Elsewhere	\$60.00	
EDUARDO LUNA	5/30/2023	5/31/2023	DK HARDWARE SUPPLY LLC	Hardware Stores	\$46.98	
EDUARDO LUNA	5/15/2023	5/16/2023	FERGUSON ENT HVA 568	Plumbing And Heating Equipment And Sup	\$342.48	
EDUARDO LUNA	5/2/2023	5/4/2023	THE HOME DEPOT #6874	Home Supply Warehouse Stores	\$16.37	
EDUARDO LUNA	5/1/2023	5/3/2023	REECE PLUMBING-2020	Industrial Supplies Not Elsewhere Clas	\$136.25	
HOLLY GOULD	5/25/2023	5/28/2023	SO PT HOTEL AND CASINO	Hotels Motels Resorts - Lodging	\$96.05	
HOLLY GOULD	5/26/2023	5/28/2023	CALIFORNIA ASSOCIATION OF	Membership Organizations Not Elsewhe	\$2,025.00	
HOLLY GOULD	5/24/2023	5/26/2023	SO PT HOTEL AND CASINO	Hotels Motels Resorts - Lodging	\$96.05	
HOLLY GOULD	5/25/2023	5/26/2023	TRI-STATE SEMINAR	Schools & Educational Services Not Els	\$99.00	
HOLLY GOULD	5/24/2023	5/25/2023	TRI-STATE SEMINAR	Schools & Educational Services Not Els	\$169.00	
HOLLY GOULD	5/24/2023	5/25/2023	TRI-STATE SEMINAR	Schools & Educational Services Not Els	\$99.00	
HOLLY GOULD	5/24/2023	5/25/2023	TRI-STATE SEMINAR	Schools & Educational Services Not Els	\$99.00	
HOLLY GOULD	5/24/2023	5/25/2023	TRI-STATE SEMINAR	Schools & Educational Services Not Els	\$99.00	
HOLLY GOULD	5/24/2023	5/25/2023	TRI-STATE SEMINAR	Schools & Educational Services Not Els	\$169.00	
HOLLY GOULD	5/24/2023	5/25/2023	TRI-STATE SEMINAR	Schools & Educational Services Not Els	\$169.00	
HOLLY GOULD	5/24/2023	5/25/2023	TRI-STATE SEMINAR	Schools & Educational Services Not Els	\$99.00	
HOLLY GOULD	5/24/2023	5/25/2023	TRI-STATE SEMINAR	Schools & Educational Services Not Els	\$223.00	
HOLLY GOULD	5/24/2023	5/25/2023	TRI-STATE SEMINAR	Schools & Educational Services Not Els	\$99.00	
HOLLY GOULD	5/22/2023	5/24/2023	SO PT HOTEL AND CASINO	Hotels Motels Resorts - Lodging	\$96.05	
HOLLY GOULD	5/22/2023	5/24/2023	SO PT HOTEL AND CASINO	Hotels Motels Resorts - Lodging	\$96.05	
HOLLY GOULD	5/22/2023	5/24/2023	SO PT HOTEL AND CASINO	Hotels Motels Resorts - Lodging	\$96.05	
HOLLY GOULD	5/22/2023	5/24/2023	SO PT HOTEL AND CASINO	Hotels Motels Resorts - Lodging	\$96.05	
HOLLY GOULD	5/23/2023	5/24/2023	WM SUPERCENTER #2181	Grocery Stores Supermarkets	\$149.04	
HOLLY GOULD	5/18/2023	5/21/2023	SO PT HOTEL AND CASINO	Hotels Motels Resorts - Lodging	\$96.05	
HOLLY GOULD	5/18/2023	5/21/2023	SO PT HOTEL AND CASINO	Hotels Motels Resorts - Lodging	\$96.05	
HOLLY GOULD	5/18/2023	5/21/2023	SO PT HOTEL AND CASINO	Hotels Motels Resorts - Lodging	\$96.05	
HOLLY GOULD	5/18/2023	5/21/2023	SO PT HOTEL AND CASINO	Hotels Motels Resorts - Lodging	\$96.05	
HOLLY GOULD	5/12/2023	5/14/2023	AMERICAN RED CROSS	Charitable And Social Service Organiza	\$291.00	
HOLLY GOULD	5/9/2023	5/10/2023	WM SUPERCENTER #2181	Grocery Stores Supermarkets	\$64.79	
HOLLY GOULD	5/4/2023	5/5/2023	AMZN Mktp US*415C170W3	Book Stores	\$27.18	
HOLLY GOULD	5/4/2023	5/5/2023	AMZN Mktp US*L13VD1F83	Book Stores	\$10.86	
HOLLY GOULD	5/3/2023	5/4/2023	FANTASY SPRINGS RESORT	Hotels Motels Resorts - Lodging	(\$9.22)	(\$9.22)
HOLLY GOULD	5/2/2023	5/3/2023	COSTCO WHSE #0638	Wholesale Clubs	\$169.90	
HOLLY GOULD	5/1/2023	5/2/2023	LSL CPAS	Accountants Auditing & Bookkeeping Se	\$95.00	
JACQUELYN BARNUM	5/18/2023	5/19/2023	SHERATON	Sheraton	\$506.74	
JEANETTE JUAREZ	5/30/2023	5/31/2023	RUBIO'S #149	Express Payment Services (Fast Food)	\$55.78	
JEANETTE JUAREZ	5/19/2023	5/21/2023	J2 EFAX SERVICES	Continuity/Subscription Merchants	\$18.99	
JEANETTE JUAREZ	5/16/2023	5/18/2023	AROUND THE CLOCK CALL CTR	Miscellaneous & Specialty Retail Store	\$156.70	
JEANETTE JUAREZ	5/3/2023	5/4/2023	CSMFO	Membership Organizations Not Elsewhe	\$50.00	
JEANETTE JUAREZ	5/3/2023	5/4/2023	ADOBE *ACROPRO SUBS	Computer Software	\$263.89	
JEANETTE JUAREZ	5/3/2023	5/4/2023	CSMFO	Charitable And Social Service Organiza	\$40.00	
JEANETTE JUAREZ	5/2/2023	5/3/2023	CSMFO	Charitable And Social Service Organiza	\$20.00	
JIMMY GARCIA	5/26/2023	5/28/2023	ACE HARDWARE COACHELLA	Hardware Stores	\$185.34	
JIMMY GARCIA	5/26/2023	5/28/2023	SMART AND FINAL 718	Grocery Stores Supermarkets	\$139.50	
JIMMY GARCIA	5/16/2023	5/17/2023	CALIFORNIA NOZZLE SPEC.	Automotive Service Shops(Non-Dealer)	\$533.06	
JIMMY GARCIA	5/15/2023	5/16/2023	KAISER 0809532	Medical Services Not Elsewhere Classif	\$1.00	
JIMMY GARCIA	5/12/2023	5/15/2023	MOWERS PLUS 2	Nurseries Lawn & Garden Supply Stores	\$42.21	
JIMMY GARCIA	5/12/2023	5/14/2023	THE HOME DEPOT 6630	Home Supply Warehouse Stores	\$298.94	
JIMMY GARCIA	5/9/2023	5/11/2023	THE HOME DEPOT 6874	Home Supply Warehouse Stores	\$98.80	
RON BUCHWALD	5/6/2023	5/7/2023	BNP MEDIA SUB-ENR AR NEWS	Advertising Services	\$99.99	
SCOTT SEAR	5/19/2023	5/21/2023	INDIO JEFFERSON CAR WASH	Car Washes	\$12.00	
SCOTT SEAR	5/19/2023	5/21/2023	ARCO #42858 AMPM	Automated Gasoline Dispensers	\$85.95	
SCOTT SEAR	5/18/2023	5/21/2023	ARCO#83230ARCO AMPM # 83	Automated Gasoline Dispensers	\$37.91	
SCOTT SEAR	5/19/2023	5/21/2023	SHERATON	Sheraton	\$871.10	
SCOTT SEAR	5/17/2023	5/18/2023	LYFT *RIDE TUE 9PM	Taxicabs/Limousines	\$10.90	
SCOTT SEAR	5/17/2023	5/17/2023	LYFT *RIDE TUE 6PM	Taxicabs/Limousines	\$13.61	
SCOTT SEAR	5/15/2023	5/16/2023	76 - DBA CAL FRESNO 107	Service Stations	\$86.62	
SCOTT SEAR	5/12/2023	5/14/2023	GO-GO EXPRESS CAR WASH -	Car Washes	\$12.00	
TINO TIJERINA	5/27/2023	5/28/2023	AMZN Mktp US*BM90L2GY3	Book Stores	\$20.48	
TINO TIJERINA	5/25/2023	5/28/2023	CARDENAS MARKETS	Grocery Stores Supermarkets	\$22.35	
TINO TIJERINA	5/25/2023	5/28/2023	CARDENAS MARKETS	Grocery Stores Supermarkets	\$8.69	
TINO TIJERINA	5/26/2023	5/28/2023	ACCESSPROS.COM	Special Trade Contractors	\$213.59	
TINO TIJERINA	5/24/2023	5/26/2023	THE HOME DEPOT #6874	Home Supply Warehouse Stores	\$17.92	
TINO TIJERINA	5/25/2023	5/26/2023	ARRIOLAS TORTILLERIA	Eating Places Restaurants	\$121.38	
TINO TIJERINA	5/22/2023	5/24/2023	USACD PALM DESERT	Plumbing And Heating Equipment And Sup	\$295.15	
TINO TIJERINA	5/22/2023	5/24/2023	BEARCOM	Telecommunications Equipment Including	\$1,229.97	
TINO TIJERINA	5/19/2023	5/21/2023	GALCO- MOTO	Industrial Supplies Not Elsewhere Clas	\$190.44	
TINO TIJERINA	5/18/2023	5/19/2023	SMART AND FINAL 490	Grocery Stores Supermarkets	\$73.65	
TINO TIJERINA	5/17/2023	5/18/2023	EB TCP EAMPI TECHNOLO	Business Services Not Elsewhere Classi	\$151.23	
TINO TIJERINA	5/17/2023	5/18/2023	EB TCP EAMPI TECHNOLO	Business Services Not Elsewhere Classi	\$151.23	

TINO TUJERINA	5/18/2023	5/18/2023	H&E EQUIPMENT SERVICES	Equipment Rental & Leasing Services T	\$526.56	
TINO TUJERINA	5/15/2023	5/17/2023	RADWELL INTERNATIONAL	Electrical Parts And Equipment	\$53.32	
TINO TUJERINA	5/15/2023	5/17/2023	THE HOME DEPOT #6874	Home Supply Warehouse Stores	\$183.79	
TINO TUJERINA	5/16/2023	5/17/2023	STATE MOTOR & CONTROL SO	Electrical Parts And Equipment	\$196.71	
TINO TUJERINA	5/8/2023	5/10/2023	RADWELL INTERNATIONAL	Electrical Parts And Equipment	\$146.66	
TINO TUJERINA	5/4/2023	5/5/2023	LAMPLINE LI	Electronics Sales	\$145.60	
				Payment Adjustment Fee or Finance Charge		(\$13,957.47)
				Total	\$16,969.27	(\$13,966.69)



UMPQUA BANK

BL ACCT [REDACTED] VALLEY SANITARY DISTRICT Account Number: [REDACTED] Page 1 of 6



Account Summary

Table with 2 columns: Description and Amount. Rows include Billing Cycle, Days In Billing Cycle, Previous Balance, Purchases, Cash, Balance Transfers, Special, Credits, Payments, Other Charges, Finance Charges.

NEW BALANCE \$16,969.27

Credit Summary

Table with 2 columns: Description and Amount. Rows include Total Credit Line, Available Credit Line, Available Cash, Amount Over Credit Line, Amount Past Due, Disputed Amount.

Account Inquiries

- Call us at: (866) 777-9013
Lost or Stolen Card: (866) 839-3485
Go to www.umpquabank.com
Write us at PO BOX 35142 - LB1181, SEATTLE, WA 98124-5142

Payment Summary

Table with 2 columns: Description and Amount. Rows include NEW BALANCE \$16,969.27, MINIMUM PAYMENT \$16,969.27, PAYMENT DUE DATE 06/25/2023

NOTE: Grace period to avoid a finance charge on purchases, pay entire new balance by payment due date. Finance charge accrues on cash advances until paid and will be billed on your next statement.

Corporate Activity

Table with 5 columns: Trans Date, Post Date, Reference Number, Transaction Description, Amount. Includes TOTAL CORPORATE ACTIVITY \$13,957.47-

Cardholder Account Summary

Table with 5 columns: Cardholder Name, Payments & Other Credits, Purchases & Other Charges, Cash Advances, Total Activity. Cardholder: JEANETTE JUAREZ

Cardholder Account Detail

Table with 6 columns: Trans Date, Post Date, Plan Name, Reference Number, Description, Amount. Lists transactions from 05/02 to 05/03.

PLEASE DETACH COUPON AND RETURN PAYMENT USING THE ENCLOSED ENVELOPE. ALLOW UP TO 7 DAYS FOR RECEIPT

UMPQUA BANK PO BOX 35142 - LB1181 SEATTLE WA 98124-5142



Account Number [REDACTED]

Check box to indicate name/address change on back of this coupon []

AMOUNT OF PAYMENT ENCLOSED

Table with 4 columns: Closing Date, New Balance, Total Minimum Payment Due, Payment Due Date. Values: 05/31/23, \$16,969.27, \$16,969.27, 06/25/23

\$



BL ACCT [REDACTED] VALLEY SANITARY DISTRICT 45-500 VAN BUREN STREET INDIO CA 92201

MAKE CHECK PAYABLE TO:

UMPQUA BANK COMMERCIAL CARD OPS PO BOX 35142 - LB1181 SEATTLE WA 98124-5142

IMPORTANT INFORMATION

Finance Charge Calculation Methods and Computation of Average Daily Balance Subject to Finance Charge: The Finance Charge Calculation Method applicable to your account for Cash Advances and Credit Purchases of goods and services that you obtain through the use of your card is specified on the front side of this statement and explained below:

Method A - Average Daily Balance (including current transactions): The Finance Charge on purchases begins on the date the transaction posted to your account. The Finance Charge on Cash Advances begins on the date you obtained the cash advance, or the first day of the billing cycle within which it is posted to your account, whichever is later. There is no grace period.

The Finance Charges for a billing cycle are computed by applying the Periodic Rate to the "average daily balance" of your account. To get the average daily balance, we take the beginning balance of your account each day, add any new purchases or cash advances, and subtract any payments, credits, non-accruing fees, and unpaid finance charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

Method E - Average Daily Balance (excluding current transactions): To avoid incurring an additional Finance Charge on the balance of purchases (and cash advances if Method E is specified as applicable to cash advances) reflected on your monthly statement, you must pay the New Balance shown on your monthly statement on or before the Payment Due Date. The grace period for the New Balance of purchases extends to the Payment Due Date.

The Finance Charges for a billing cycle are computed by applying the Periodic Rate to the "average daily balance" of purchases (and if applicable, cash advances). To get the average daily balance, we take the beginning balance of your account each day and subtract any payments, credits, non-accruing fees, and unpaid finance charges. We do not add in any new purchases or cash advances. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

Method G - Average Daily Balance (including current transactions): To avoid incurring an additional Finance Charge on the balance of purchases (and cash advances, if Method G is specified as applicable to cash advances) reflected on your monthly statement and, on any new purchases (and if applicable, cash advances) appearing on your next monthly statement, you must pay the New Balance, shown on your monthly statement, on or before the Payment Due Date. The grace period for the New Balance of purchases extends to the Payment Due Date.

The Finance Charges for a billing cycle are computed by applying the Periodic Rate to the "average daily balance" of purchases (and if applicable, cash advances). To get the average daily balance, we take the beginning balance of your account each day, add any new purchases or cash advances, and subtract any payments, credits, non-accruing fees, and unpaid finance charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

Payment Crediting and Credit Balance: Payments received at the location specified on the front of the statement after the phrase "MAKE CHECK PAYABLE TO" will be credited to the account specified on the payment coupon as of the date of receipt. Payments received at a different location or payments that do not conform to the requirements set forth on or with the periodic statement (e.g. missing payment stub, payment envelope other than as provided with your statement, multiple checks or multiple coupons in the same envelope) may be subject to delay in crediting, but shall be credited within five days of receipt. If there is a credit balance due on your account, you may request in writing, a full refund. Submit your request to the Account Inquiries address on the front of this statement.

By sending your check, you are authorizing the use of the information on your check to make a one-time electronic debit from the account on which the check is drawn. This electronic debit, which may be posted to your account as early as the date your check is received, will be only for the amount of your check. The original check will be destroyed and we will retain the image in our records. If you have questions please call the customer service number on the front of this billing statement.

Closing Date: The closing date is the last day of the billing cycle; all transactions received after the closing date will appear on your next statement.

Annual Fee: If your account has been assessed an annual fee, you may avoid paying this annual fee by sending written notification of termination within 30 days following the mailing date of this bill. Submit your request to the Account Inquiries address on the front of this statement. You may use your card(s) during this 30 day period but immediately thereafter must send your card(s), which you have cut in half, to this same address.

Negative Credit Reports: You are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

BILLING RIGHTS SUMMARY

In Case of Errors or Inquiries About Your Bill: If you suspect there is an error on your account or you need information about a transaction on your bill, send your written inquiry to the Account Inquiries address on the front of this statement within 60 days of the date of the statement containing the transaction in question. You may telephone us, however a written request is required to preserve your rights.

In your letter, give us the following information:

- ◆ Your name and account number.
- ◆ The dollar amount of the suspected error.
- ◆ Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

Please provide a legal document evidencing your name change, such as a court document.

Please use blue or black ink to complete form

NAME CHANGE

Last

First Middle

ADDRESS CHANGE

Street

City State ZIP Code

Home Phone () - Business Phone () -

Cell Phone () - E-mail Address

SIGNATURE REQUIRED TO AUTHORIZE CHANGES

Signature _____

Cardholder Account Detail Continued					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
05/16	05/18	PPLN01	24412903137030025882291	AROUND THE CLOCK CALL CTR 888-711-1956 CA	\$156.70
05/19	05/21	PPLN01	24692163139101483290937	J2 EFAX SERVICES 323-817-3205 CA	\$18.99
05/30	05/31	PPLN01	24692163151107563558344	RUBIO'S #149 LA QUINTA CA	\$55.78

Cardholder Account Summary					
RON BUCHWALD #### #### #### 6000		Payments & Other Credits \$0.00	Purchases & Other Charges \$99.99	Cash Advances \$0.00	Total Activity \$99.99

Cardholder Account Detail					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
05/06	05/07	PPLN01	24468163126000002009587	BNP MEDIA SUB-ENR AR NEWS 866-5017541 MI	\$99.99

Cardholder Account Summary					
TINO TIJERINA #### #### #### 6034		Payments & Other Credits \$0.00	Purchases & Other Charges \$3,748.72	Cash Advances \$0.00	Total Activity \$3,748.72

Cardholder Account Detail					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
05/04	05/05	PPLN01	24492153124852321008770	LAMPLINE LI 319-385-4622 IA	\$145.60
05/08	05/10	PPLN01	24121573129610122688981	RADWELL INTERNATIONAL 800-3324336 NJ	\$146.66
05/15	05/17	PPLN01	24121573136610125067234	RADWELL INTERNATIONAL 800-3324336 NJ	\$53.32
05/16	05/17	PPLN01	24055223136206153000148	STATE MOTOR & CONTROL SO 314-569-2140 MO	\$196.71
05/15	05/17	PPLN01	24943013136010185837266	THE HOME DEPOT #6874 INDIO CA	\$183.79
05/17	05/18	PPLN01	24492153137719129678903	EB TCP EAMPI TECHNOLO 801-413-7200 CA	\$151.23
05/17	05/18	PPLN01	24492153137743129429372	EB TCP EAMPI TECHNOLO 801-413-7200 CA	\$151.23
05/18	05/18	PPLN01	24431063138069191381141	H&E EQUIPMENT SERVICES 800-950-1292 LA	\$526.56
05/18	05/19	PPLN01	24231683139837000095540	SMART AND FINAL 490 LA QUINTA CA	\$73.65
05/19	05/21	PPLN01	24269793140500922494865	GALCO- MOTO 248-542-9090 MI	\$190.44
05/22	05/24	PPLN01	24801973143762788666990	BEARCOM 800-527-1670 TX	\$1,229.97
05/22	05/24	PPLN01	24275393143900019900170	USACD PALM DESERT 760-2005225 CA	\$295.15
05/24	05/26	PPLN01	24943013145010186196273	THE HOME DEPOT #6874 INDIO CA	\$17.92
05/25	05/26	PPLN01	24055233146091615000069	ARRIOLAS TORTILLERIA INDIO CA	\$121.38
05/26	05/28	PPLN01	24765793146030045036248	ACCESSPROS.COM 562-602-2256 CA	\$213.59
05/25	05/28	PPLN01	24445003146500549381003	CARDENAS MARKETS INDIO CA	\$22.35
05/25	05/28	PPLN01	24445003146500549381185	CARDENAS MARKETS INDIO CA	\$8.69
05/27	05/28	PPLN01	24692163147104820782764	AMZN Mktp US*BM9QL2GY3 Amzn.com/bill WA	\$20.48

Cardholder Account Summary					
SCOTT SEAR #### #### #### 6109		Payments & Other Credits \$0.00	Purchases & Other Charges \$1,130.09	Cash Advances \$0.00	Total Activity \$1,130.09

Cardholder Account Detail					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
05/12	05/14	PPLN01	24269793133500929239163	GO-GO EXPRESS CAR WASH - INDIO CA	\$12.00
05/15	05/16	PPLN01	24034543135001767373769	76 - DBA CAL FRESNO 107 FIREBAUGH CA	\$86.62
05/17	05/17	PPLN01	24055233137400970224951	LYFT *RIDE TUE 6PM lyft.com CA	\$13.61
05/17	05/18	PPLN01	24055233138400964390098	LYFT *RIDE TUE 9PM lyft.com CA	\$10.90
05/19	05/21	PPLN01	24755423139261394962354	SHERATON SACRAMENTO CA	\$871.10
05/19	05/21	PPLN01	24034543140002437129204	ARCO #42858 AMPM INDIO CA	\$85.95
05/18	05/21	PPLN01	24122543139744000375922	ARCO#83230ARCO AMPM # 83 RIPON CA	\$37.91
05/19	05/21	PPLN01	24269793140500922494949	INDIO JEFFERSON CAR WASH INDIO CA	\$12.00

Cardholder Account Summary					
EDUARDO LUNA #### #### #### 9557		Payments & Other Credits \$0.00	Purchases & Other Charges \$542.08	Cash Advances \$0.00	Total Activity \$542.08
Cardholder Account Detail					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
05/01	05/03	PPLN01	24941683122081745629608	REECE PLUMBING-2020 INDIO CA	\$136.25
05/02	05/04	PPLN01	24943013123010184625683	THE HOME DEPOT #6874 INDIO CA	\$16.37
05/15	05/16	PPLN01	24435653135839191262542	FERGUSON ENT HVA 568 PALM DESERT CA	\$342.48
05/30	05/31	PPLN01	24492153150717138057236	DK HARDWARE SUPPLY LLC 305-851-2811 FL	\$46.98

Cardholder Account Summary					
BRANDEN RODRIGUEZ #### #### #### 9565		Payments & Other Credits \$0.00	Purchases & Other Charges \$1,745.60	Cash Advances \$0.00	Total Activity \$1,745.60
Cardholder Account Detail					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
05/02	05/03	PPLN01	24692163122108390265521	GAN* DESERT SUN-CCC 417-837-8408 IN	\$431.20
05/02	05/04	PPLN01	24388983123030039444078	WECK LABORATORIES, INC. INDUSTRY CA	\$160.00
05/09	05/10	PPLN01	24210733130206584500456	APHA EDONOREDUEPUBS 202-777-2742 DC	\$305.00
05/10	05/11	PPLN01	24445003131400206486772	WAL-MART #2826 COACHELLA CA	\$5.52
05/11	05/11	PPLN01	24692163131104908290415	AMZN Mktp US*T77J61ZH3 Amzn.com/bill WA	\$9.23
05/11	05/12	PPLN01	24692163131104941714090	AMZN Mktp US*7375B2D83 Amzn.com/bill WA	\$47.81
05/11	05/12	PPLN01	24692163131105260329535	AMZN Mktp US*H48DD1FT0 Amzn.com/bill WA	\$27.13
05/24	05/25	PPLN01	24801973145690048478195	CALIFORNIA WATER ENVIRON 510-382-7800 CA	\$185.00
05/26	05/26	PPLN01	24431063146083706274840	CHIPOTLE ONLINE 949-524-4000 CA	\$134.37
05/26	05/28	PPLN01	24164073147105005220306	STAPLES 00113241 LA QUINTA CA	\$32.59
05/30	05/31	PPLN01	24692163150107338608706	AMZN Mktp US*B25KH9E83 Amzn.com/bill WA	\$19.56
05/30	05/31	PPLN01	24692163150107339476772	AMZN Mktp US*L65OJ6HY3 Amzn.com/bill WA	\$8.47
05/30	05/31	PPLN01	24692163150107351961859	AMZN Mktp US*9C6O15HT3 Amzn.com/bill WA	\$379.72

Cardholder Account Summary					
HOLLY GOULD #### #### #### 7260		Payments & Other Credits \$9.22-	Purchases & Other Charges \$5,216.27	Cash Advances \$0.00	Total Activity \$5,207.05
Cardholder Account Detail					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
05/01	05/02	PPLN01	24559303121900012551832	LSL CPAS 714-6720022 CA	\$95.00
05/02	05/03	PPLN01	24943003123898000090509	COSTCO WHSE #0638 LA QUINTA CA	\$169.90
05/03	05/04		74000973123775906774858	CREDIT VOUCHER FANTASY SPRINGS RESORT 760-3425000 CA	\$9.22-
05/04	05/05	PPLN01	24692163124109485112998	AMZN Mktp US*4I5CT7OW3 Amzn.com/bill WA	\$27.18
05/04	05/05	PPLN01	24692163124109489626910	AMZN Mktp US*L13VD1F83 Amzn.com/bill WA	\$10.86
05/09	05/10	PPLN01	24445003130400206313019	WM SUPERCENTER #2181 INDIO CA	\$64.79
05/12	05/14	PPLN01	24692163132106201994048	AMERICAN RED CROSS 800-733-2767 DC	\$291.00
05/18	05/21	PPLN01	24717053139261395080158	SO PT HOTEL AND CASINO 702-7967111 NV	\$96.05
05/18	05/21	PPLN01	24717053139261395080240	SO PT HOTEL AND CASINO 702-7967111 NV	\$96.05
05/18	05/21	PPLN01	24717053139261395080273	SO PT HOTEL AND CASINO 702-7967111 NV	\$96.05
05/18	05/21	PPLN01	24717053139261395080513	SO PT HOTEL AND CASINO 702-7967111 NV	\$96.05
05/23	05/24	PPLN01	24445003144400208260675	WM SUPERCENTER #2181 INDIO CA	\$149.04
05/22	05/24	PPLN01	24717053143171439727819	SO PT HOTEL AND CASINO 702-7967111 NV	\$96.05
05/22	05/24	PPLN01	24717053143171439727835	SO PT HOTEL AND CASINO 702-7967111 NV	\$96.05
05/22	05/24	PPLN01	24717053143171439735473	SO PT HOTEL AND CASINO 702-7967111 NV	\$96.05
05/22	05/24	PPLN01	24717053143171439735499	SO PT HOTEL AND CASINO 702-7967111 NV	\$96.05
05/24	05/25	PPLN01	24431063145207045801408	TRI-STATE SEMINAR 602-332-3174 CA	\$169.00
05/24	05/25	PPLN01	24431063145207045801630	TRI-STATE SEMINAR 602-332-3174 CA	\$99.00
05/24	05/25	PPLN01	24431063145207045802083	TRI-STATE SEMINAR 602-332-3174 CA	\$99.00
05/24	05/25	PPLN01	24431063145207045802521	TRI-STATE SEMINAR 602-332-3174 CA	\$99.00
05/24	05/25	PPLN01	24431063145207045802851	TRI-STATE SEMINAR 602-332-3174 CA	\$99.00
05/24	05/25	PPLN01	24431063145207045803099	TRI-STATE SEMINAR 602-332-3174 CA	\$169.00
05/24	05/25	PPLN01	24431063145207045803115	TRI-STATE SEMINAR 602-332-3174 CA	\$169.00
05/24	05/25	PPLN01	24431063145207045803230	TRI-STATE SEMINAR 602-332-3174 CA	\$99.00
05/24	05/25	PPLN01	24431063145207045803263	TRI-STATE SEMINAR 602-332-3174 CA	\$223.00
05/24	05/25	PPLN01	24431063145207045803321	TRI-STATE SEMINAR 602-332-3174 CA	\$99.00
05/24	05/26	PPLN01	24717053145261451335860	SO PT HOTEL AND CASINO 702-7967111 NV	\$96.05
05/25	05/26	PPLN01	24431063146207045900993	TRI-STATE SEMINAR 602-332-3174 CA	\$99.00
05/25	05/28	PPLN01	24717053147171472608906	SO PT HOTEL AND CASINO 702-7967111 NV	\$96.05

Cardholder Account Detail Continued

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
05/26	05/28	PPLN01	24207853147167501435725	CALIFORNIA ASSOCIATION OF 916-4460388 CA	\$2,025.00

Cardholder Account Summary

JIMMY GARCIA ### #### ## 7450	Payments & Other Credits \$0.00	Purchases & Other Charges \$1,298.85	Cash Advances \$0.00	Total Activity \$1,298.85
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Cardholder Account Detail

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
05/09	05/11	PPLN01	24692163130104453494819	THE HOME DEPOT 6874 INDIO CA	\$98.80
05/12	05/14	PPLN01	24692163133106862453721	THE HOME DEPOT 6630 LA QUINTA CA	\$298.94
05/12	05/15	PPLN01	24707803134030119140027	MOWERS PLUS 2 BERMUDA DUNES CA	\$42.21
05/15	05/16	PPLN01	24431063136200267100287	KAISER 0809532 INDIO CA	\$1.00
05/16	05/17	PPLN01	24055233137400377000012	CALIFORNIA NOZZLE SPEC. 310-327-2033 CA	\$533.06
05/26	05/28	PPLN01	24431063147091450000104	ACE HARDWARE COACHELLA COACHELLA CA	\$185.34
05/26	05/28	PPLN01	24231683147837000055973	SMART AND FINAL 718 COACHELLA CA	\$139.50

Cardholder Account Summary

DAVE COMMONS ### #### ## 7327	Payments & Other Credits \$0.00	Purchases & Other Charges \$1,547.95	Cash Advances \$0.00	Total Activity \$1,547.95
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Cardholder Account Detail

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
05/03	05/04	PPLN01	24492153123745878203698	ADOBE *ACROPRO SUBS 408-536-6000 CA	\$14.99
05/03	05/04	PPLN01	24492153123852283736914	OWPSACSTATE 916-278-6142 CA	\$175.80
05/16	05/17	PPLN01	24692163136108918430627	AMZN Mktp US*C11AT60N3 Amzn.com/bill WA	\$456.72
05/16	05/17	PPLN01	24692163136109102470981	AMZN Mktp US*LR0L48YG3 Amzn.com/bill WA	\$284.50
05/16	05/17	PPLN01	24692163136109254567857	AMZN Mktp US*1K0CV0VF3 Amzn.com/bill WA	\$8.69
05/23	05/24	PPLN01	24009583143300691503963	WEF MAIN 703-684-2400 VA	\$342.00
05/23	05/24	PPLN01	24210733143083354133486	GA PROFESSIONAL LICENSE 478-207-1300 GA	\$70.00
05/23	05/24	PPLN01	24210733143083312230143	GA PROFESSIONAL LICENSE 478-207-1300 GA	\$70.00
05/25	05/26	PPLN01	24492153145852207911928	OWPSACSTATE 916-278-6142 CA	\$125.25

Cardholder Account Summary

DEBRA CANERO ### #### ## 2806	Payments & Other Credits \$0.00	Purchases & Other Charges \$536.84	Cash Advances \$0.00	Total Activity \$536.84
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Cardholder Account Detail

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
05/17	05/18	PPLN01	24431063138400556533150	PALM SPRINGS AIRPORT PALM SPRINGS CA	\$60.00
05/18	05/19	PPLN01	24755423138261383602327	SHERATON SACRAMENTO CA	\$476.84

Cardholder Account Summary

JACQUELYN BARNUM ### #### ## 8943	Payments & Other Credits \$0.00	Purchases & Other Charges \$506.74	Cash Advances \$0.00	Total Activity \$506.74
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Cardholder Account Detail

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
05/18	05/19	PPLN01	24755423138261383603259	SHERATON SACRAMENTO CA	\$506.74

Additional Information About Your Account

IT IS NOT NECESSARY TO MAIL YOUR PAYMENT. YOUR ACCOUNT WILL BE AUTOMATICALLY PAID THROUGH A DIRECT DEBIT OF YOUR CHECKING OR SAVINGS ACCOUNT ON 06/11/23 PER YOUR AGREEMENT WITH US. THE DEBIT AMOUNT THIS MONTH IS \$16969.27

Finance Charge Summary / Plan Level Information									
Plan Name	Plan Description	FCM ¹	Average Daily Balance	Periodic Rate *	Corresponding APR	Finance Charges	Effective APR Fees **	Effective APR	Ending Balance
Purchases									
PPLN01 001	PURCHASE	E	\$0.00	0.06024%(D)	21.9900%	\$0.00	\$0.00	0.0000%	\$16,969.27
Cash									
CPLN01 001	CASH	A	\$0.00	0.06572%(D)	23.9900%	\$0.00	\$0.00	0.0000%	\$0.00
* Periodic Rate (M)=Monthly (D)=Daily							Days In Billing Cycle: 31		
** includes cash advance and foreign currency fees							APR = Annual Percentage Rate		
¹ FCM = Finance Charge Method									
(V) = Variable Rate If you have a variable rate account the periodic rate and Annual Percentage Rate (APR) may vary.									



Valley Sanitary District

DATE: June 27, 2023

TO: Board of Directors

FROM: Ray Marroquin, Mechanical Technologist I and Dave N. Commons,
Chief Operating Office

SUBJECT: Approve Class II Inspection and Preventive Maintenance for the
Turblex Blowers for an Amount of \$65,610.08

Suggested Action

Approve

Strategic Plan Compliance

GOAL 3: Excellent Facilities

Fiscal Impact

The fiscal impact for the Class II inspection is \$68,380 and is included in the current fiscal year 2022/23 budget.

Environmental Review

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

Background

The Districts treatment process utilizes three (3) large compressors/blowers that require scheduled maintenance both by District staff as well as a manufacture certified technician. The Class II inspection for our Turblex blowers is critical and necessary in order to keep our blowers/Plant running. The blowers provide our diffusers the air needed to feed microorganisms in our aeration basins and also provides air to the grit chamber. The 36,000 Hour Class II inspection includes testing safety switches, verify that all 4-20mA current loops are operating properly, verify surge detection unit operates properly, verify discharge check valve operates properly to prevent back flows, inspect control arms of variable control vanes for slippage, inspect and tighten all mechanical and electrical connections, check coupling alignment and tightening torques of all bolts, inspect and clean variable vane system, check variable vane geometry, check axial movement on high and low-speed shafts, dismantle gear box, replace fast shaft ball bearings, check unit alignment, inspect gearwheels, bearings and seals and check clearance, replace slow shaft ball bearings, replace flexible seals (O-rings) inspect electric motor, oil pump, oil cooler, coupling, valves, etc. and perform preventive maintenance of the

equipment.

Recommendation

Staff recommends the Board of Directors authorize Howden to conduct the Class II inspection for the Turblex blowers for an amount not to exceed \$65,610.08

Attachments

[Howden quote.pdf](#)

From: Calvin Kelly Web: www.howden.com
Direct Tel: +14173805699
Email: Calvin.Kelly@howden.com
Your Sales Contact: Matthew Mosier - matt.mosier@howden.com

To: Unknown **Date:** 05/04/2023
Company: Goble Sampson Associates, Inc. **Page No:** Page 1 of 4
Ref: Valley Sanitary District - Indio, CA
Quote No: HUSARIK.AFM.005594/A
Regarding: S304 VALLEY SD, INDIO CA Class II service on 3 KA5SV-GK200 SN 7299,7300,730

Thank you for your enquiry submitted to Howden Aftermarket.
 We are happy to present below quotation for Howden Service & Supervision:

Howden COVID disclaimer:

Any delays or additional cost, including but not limited to COVID site specific requirements, testing, travel circumstances, or delays caused by overall Supply Chain challenges, are not included.

Additional charges related to Service & Supervision will be invoiced at the rates indicated on the rate sheet.

!!! Please carefully review PAYMENT & DELIVERY TERMS that apply to this proposal.
 As we look forward to receiving and shipping your order, agreement on terms is important to secure quick and timely processing of your order.

Line	Product Description	Unit Price USD	Total Item USD
1	HOWDEN TO PROVIDE CLASS II ON (3) KA5SV-GK200 BLOWER(s)	41,350.00	41,350.00
2	SERVICE PARTS and CLEANING KIT(s) PRICED ON SEPERATE BELOW ATTACHED QUOTE HUSARIK.AFM.005595_A		18,522.00

Quote Contains Estimated Time, Expenses & Toolbox Fee for above Services.
Parts are Priced Separately and are Quote is Attached Below.

- (2) 10-hour Travel Day(s)
- (10) 10-hour Work Day(s) (Mon-Fri)
- (1) 4-hour Work Day(s) (Sat)
- (2) 8-hour Layover Day(s)

Contact Info: Ray Marroquin; Maintenance Technician I
rmarroquin@valley-sanitary.org
45500 Van Buren Street, Indio, CA 92201
760-808-2247 | EXT 130

Total 59,872.00

Any estimates of delivery dates are based on our current backlog of orders and may therefore differ from the achievable delivery dates at the time of the actual order being placed. Howden will seek to consolidate shipments as much as possible.

We ask that you clearly state on your Purchase order, if and when partial delivery is desired.

Price and estimated delivery schedule is based upon material price and availability and factory loading at the time of the proposal, and may be subject to adjustment at the time of order placement and acknowledgement.

For any Service & Supervision offered, an estimation was calculated using current rate sheet as a guide. Cost is approximate and a final invoiced amount will present actual cost based on actual hours as required/requested by site personnel.

Typically, our service advisors will travel with diagnostic equipment only and will advise a mechanic/millwright with tools.

Howden standard inspection, packaging and documentation apply to content of this proposal, unless specified above. Additional requirements will be quoted upon request.

For Service & Supervision – additional Labor charge may apply to base rate, overtime rate and double time rate depending on actual hours on workday(s), weekend(s) and Howden locally observed holiday(s).

Howden will supply equipment from Howden workshops/manufacturing sites and via Howden Supply chain approved suppliers sourced worldwide, optimized to give our customers the best value option.

Non Inventory parts are non returnable; returned inventory parts are subject to restocking fee, and will not be accepted without agreement with Howden.

In the event an account has an overdue balance with Howden, Howden reserves the right to hold shipment until payments are received, and the account is current.

Terms and Conditions: This offer is made expressly subject to and conditioned upon acceptance of Seller's Standard Terms for Sale of Goods (available at: www.Howden.Com/Terms). Unless otherwise negotiated and agreed to by Seller in writing, no other terms shall apply regardless of any statement on Buyer's documents to the contrary.

Purchase Order Submission:

A purchase order or a letter of acceptance is required as written notification of acceptance of this Proposal. Please ensure that your purchase order clearly states the Proposal number and is issued to:

Howden USA Company

Emailed to: Orderdesk.USA@Howden.com

Howden minimum order value is \$500.

For any failure to pick up or direct shipment of goods within 10 Business days after written notice of availability, Howden will invoice a storage fee of \$500 per week for the duration of the storage.

For Prepay and Charge Orders, there will be a 10% charge of the net selling price applied to the order to cover the standard transportation and handling expenses to the first North American or Canadian destination.

This will be added as a separate item or an invoice will be issued separately to the Buyer. This does not apply to overseas or expedited shipments. In addition, any expenses incurred by Seller because of special delivery arrangements requested by Buyer shall be billed to Buyer. Howden does

not provide copies of freight invoices.

For Credit Card Payments a 2% surcharge will be added onto orders over \$3,000 when a credit card is the method of payment. The order value, including the surcharge, will be payable at the time of order placement and shall not be accepted at any point hereafter. Please note that your purchase order is still required as part of the new policy.

Delivery Terms: INCOTERMS 2020
EX Works - Origin

Seller is responsible for having the goods packed and made available at the Sellers's premises. The Buyer bears the full risk and cost from there to the destination, including the loading of the cargo.

Payment Terms: Payment Terms are Net 30 days from invoice date: Invoice will be issued for the full amount upon receipt of Order.

Credit Card Payments: A 2% surcharge will be added to orders over \$3,000 when a credit card is the method of payment. The order value, including the surcharge, will be payable at the time of order placement and shall not be accepted at any point thereafter. Please note that your purchase order is still required as part of the new policy.

Warranty: Twelve (12) months from installation or eighteen (18) months after date of shipment, whichever ever occurs first.

Price Validity: This proposal expires in 15 days

General: This Proposal and acceptance of any Purchase Order is subject to credit approval from Coface. Pricing does not include Federal, State or Export taxes or duties.

In order to schedule a Service or Supervision to your site, your acknowledgement requesting the dispatch of a Service or Supervision technician and a copy of an approved purchase order is required.

Please note that in case the Steel Price Index changes more than +/- 3% from the time of the proposal to the time of receiving the Purchase Order from Buyer, Howden reserves the right to adjust the price accordingly.

Upon submittal of orders to Howden, Buyer acknowledges its name will be added to a confidential list of customers that purchased Howden product(s), and agrees that from time to time, Seller, in its discretion, may provide its name as a reference for these products to new customers or to contractors to demonstrate where these products have been sold.

Howden is ISO 9001:2015 Certified.

Regards,

Calvin Kelly

Howden Aftermarket



See how Howden can help you minimise unplanned downtime and maximise efficiencies in your equipment through our Uptime solution.

Tap into remote assistance:

Augmented Reality live annotation technology with real-time communications to connect remote product experts to on-site field technicians.

Get Remote Support 



Howden USA Company Field Service Rates

HRO-S – US dollars (USD)

**All intellectual property rights are reserved to HUSA and/or the respective owner(s) (if different).*

Services Provided: Inspections Maintenance Field Repairs Balancing Site Supervision Project Management Start Up Installation Supervision

A. Rates for service in Continental North America U.S. Dollars (USD):

Days	Field Service Technician		Engineering Personnel	
	Monday thru Saturday (except holidays)	First 40 Hours	\$183/hour	First 40 Hours
	Over 40 Hours	\$275/hour	Over 40 Hours	\$405/hour
Sunday, and locally recognized holidays	All Hours	\$366/hour	All Hours	\$540/hour

B. Rates for service outside Continental North America U.S. Dollars (USD):

Days	Field Service Technician		Engineering Personnel	
	Monday thru Saturday (except holidays)	First 40 Hours	\$220/hour	First 40 Hours
	Over 40 Hours	\$330/hour	Over 40 Hours	\$420/hour
Sunday, and locally recognized holidays.	All Hours	\$440/hour	All Hours	\$560/hour

C. Service and Travel Standards (USD)

1. The minimum time off for a person during any 24-hour period must be ten (10) consecutive hours.
2. Travel time, whether during first 40 hours or over 40 hours, will be invoiced at the Monday through Saturday Field Service Technician rates in Tables "A" & "B". Travel in Continental North America is invoiced actual travel time. Travel outside Continental North America is invoiced actual travel time. Actual travel time on holidays or to the jobsite on Sundays will be at the Field Service Technician Sunday and Holiday rate in Tables "A" & "B"
3. Standby time at job site, locally on call, training, or meetings will be invoiced as time worked and be based on Tables "A" & "B". Weekend waiting rate will be 8 hours per day invoiced at the Field Service Technician first 40-hour rate in Tables "A" & "B".
4. Rates apply from time and date of departure home base to time and date of return home base.
5. Minimum daily charge is eight (8) hours at "First 40 Hours" rate listed above in sections A and B.
6. When a project is expected to exceed 5 continuous weeks, then after 3 weeks the Buyer will allow an extended weekend leave or rotation of personnel. Travel fees shall be by Buyer.
7. Air travel on flight segments exceeding 12 hours will be business class and shall be paid by Buyer. Air travel on flight segments exceeding 4 hours will be premium economy and shall be paid by Buyer.
8. Payments shall be in U.S. funds unless otherwise agreed in writing
9. Rates quoted are subject to adjustment without notice to conform to Seller's published rates in effect at the time service is performed.
10. Howden may offer a priority service when the relevant Howden personnel are available, for emergency or breakdown callouts. An additional 30% of the applicable labor rate will be charged where Howden personnel are requested and able to be mobilized within 24 hours of the request being received.

D. Expenses (USD)

1. Meals will be \$90/day per diem to be charged from the day of travel start to the day of travel end.
2. Lodging, incidental expenses, transportation to and from the city nearest the jobsite, plus local transportation will be invoiced at cost plus 20% administrative fee. Receipt(s) to be provided when any expense exceeds \$60.00.
3. Transportation to and from the city nearest the jobsite, plus local transportation will be charged at cost plus 20% administrative fee. The mileage allowance for personal car use will be current U.S. government rate per mile.
4. Tool usage, when required, will be charged at a rate of \$350 per trip.
5. Expenses for Airline travel shall be charged at cost Plus a 20% administrative fee (Administrative fee shall not exceed \$500).

E. Terms and Conditions

The sale of services by Howden Roots LLC ("Seller") is subject to Seller's Terms for Sale of Goods and if such terms differ in any way from Buyer's order, or if such terms are construed as an acceptance or confirmation acting as an acceptance, then Seller's acceptance is expressly made conditional on Buyer's assent to any terms or conditions contained in Seller's terms that are different from or additional to those contained in Buyer's writing. Further, this quote shall be deemed notice of objection to such terms and conditions of Buyer. If this quote is construed as the offer, acceptance of same is expressly limited to the terms and conditions contained herein. In any event, Buyer's order of the services shall constitute and manifest Buyer's assent to Seller's Terms for Sale of Goods.

Aftermarket Proposal



From: Jessica Forbus
Direct Tel: 417-380-5756
Email: Jessica.Forbus@howden.com
Your Sales Contact: Matthew Mosier - matt.mosier@howden.com

Web: www.howden.com

To: Unknown **Date:** 05/02/2023
Company: Goble Sampson Associates, Inc. **Page No:** Page 1 of 4
Ref: Valley Sanitary District - Indio, CA
Quote No: HUSARIK.AFM.005595/A
Regarding:

Thank you for your enquiry submitted to Howden Aftermarket.
We are happy to present below quoted parts, prices and estimated delivery schedules:

Howden COVID disclaimer:

Any delays or additional cost, including but not limited to COVID site specific requirements, testing, travel circumstances, or delays caused by overall Supply Chain challenges, are not included.

Additional charges related to Service & Supervision will be invoiced at the rates indicated on the rate sheet.

!!! Please carefully review PAYMENT & DELIVERY TERMS that apply to this proposal.
As we look forward to receiving and shipping your order, agreement on terms is important to secure quick and timely processing of your order.

Line	Part No.	Product Description	Delivery time	Qty	Unit Price USD	Total Item USD
1	N17L05479	O-ring Drw.Item D119	3 Week(s)	3.00	65.00	195.00
2	N61T04030	Hexagon socket head cap screw Drw.Item D118	3 Week(s)	51.00	3.00	153.00
3	N17M324UZ	O-ring Drw.Item D241	3 Week(s)	3.00	5.00	15.00
4	KA5DH025	Seal ring Drw.Item H503	3 Week(s)	3.00	188.00	564.00
5	N17V6440	O-ring	3 Week(s)	3.00	171.00	513.00

Drw.Item H194						
6	GK200T018	Ball bearing Drw.Item T103	3 Week(s)	3.00	208.00	624.00
7	GK200T018	Ball bearing Drw.Item T106	3 Week(s)	3.00	208.00	624.00
8	00080344826UZ	O-ring Drw.Item T112	3 Week(s)	6.00	35.00	210.00
9	GK200T0002	Bearing SKF 7210 Drw.Item T208	3 Week(s)	3.00	1,916.00	5,748.00
10	GK200T0002	Bearing SKF 7210 Drw.Item T210	3 Week(s)	3.00	1,916.00	5,748.00
11	GK200T014	Shim for T226/T208 Drw.Item T213	10 Week(s)	3.00	606.00	1,818.00
12	GK200T0003	Shim for T208 Drw.Item T218	10 Week(s)	3.00	108.00	324.00
13	00080345331UZ	O-ring Drw.Item T246	3 Week(s)	3.00	133.00	399.00
14	N17V3155UZ	O-ring Drw.Item T248	3 Week(s)	6.00	47.00	282.00
15	N17V3155UZ	O-ring Drw.Item T248	3 Week(s)	6.00	47.00	282.00
16	300031	Cleaning Kit A	3 Week(s)	1.00	1,023.00	1,023.00
					Total	18,522.00

Any estimates of delivery dates are based on our current backlog of orders and may therefore differ from the achievable delivery dates at the time of the actual order being placed. Howden will seek to consolidate shipments as much as possible.

We ask that you clearly state on your Purchase order, if and when partial delivery is desired.

ITEM A

SUGGESTED PREVENTATIVE MAINTENANCE SCHEDULE

ROUTINE INSPECTIONS (by Plant Personnel)

- Inspect for cleanliness and general condition of compressor assembly unit
- Inspect and replace inlet filter(s) as required
- Inspect and clean/change oil filter(s) as required
- Check lube oil level and sample/change oil as required
- Test safety switches
- Verify all 4-20 mA current loops are operating properly
- Verify surge detection unit operates properly (See Item I – 1370)

ANNUAL INSPECTIONS (by Plant Personnel)

- Repeat routine inspections, plus - - -
- Inspect inlet silencer for cleanliness and general condition
- Verify discharge check valve operates properly to prevent back flows
- Inspect control arm(s) of variable control vanes for slippage
- Inspect and tighten all mechanical and electrical connections
- Check coupling alignment and tightening torques of all bolts

18,000 HOURS -CLASS I INSPECTION (air-end only)

First inspection, after 18,000 hours of service (or sooner if site conditions dictate); thereafter, based on conditions and appearance of operating mechanisms. Estimated service time: 2-4 days, per unit, assuming one (1) local helper and crane facilities. A Class I Inspection includes the following:

- Repeat routine and annual inspection, plus - - -
- Dismantle compressor air-end
- Inspect and clean variable vane system
- Check variable vane geometry
- Check axial movement on high and low-speed shafts
- Dismantle gearbox
- Replace fast shaft ball bearings
- Check unit alignment before re-start as required

36,000 HOURS -CLASS II INSPECTION (air-end and gearbox)

Estimated service time: 2-7 days, per unit, assuming one (1) local helper and crane facilities. A Class II Inspection includes the following:

- Repeat Class I Inspection, plus - - -
- Dismantle gearbox
- Inspect gearwheels, bearings & seals and check clearances
- Replace slow shaft ball bearings
- Replace flexible seals (O-rings)
- Inspect electric motor, oil pump, oil cooler, coupling, valves, etc.



Valley Sanitary District

DATE: June 27, 2023
TO: Board of Directors
FROM: Andy Boyd, Wastewater Operator III
SUBJECT: Authorize General Manager to Execute a Three (3) Month Contract with California Chemical for Sodium Hypochlorite in the Amount Not to Exceed \$160,000

Suggested Action

Approve

Strategic Plan Compliance

GOAL 3: Excellent Facilities

Fiscal Impact

The fiscal impact of this report is \$160,000 and included in the FY 2023/24 budget.

Environmental Review

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

Background

The District currently procures its 12.5% Sodium Hypochlorite, used in the disinfection of its wastewater, from Univar Chemical. Due to price volatility, Staff has researched and received a competing quote from another supplier. To reduce costs, Staff has acquired a quarterly contract proposal from California Chemical. The proposal from California Chemical will save the District approximately \$0.40/gallon, which is a significant cost saving from the current price the District is paying Univar Chemical. This is only a temporary contract while Staff prepares a Request For Proposal (RFP) for a long-term chemical delivery contract.

Recommendation

Staff recommends the Board of Directors approve a three (3) month contract with California Chemical for sodium hypochlorite in an amount not to exceed \$160,000.

Attachments

[California Chemical.pdf](#)

To: Amber Castanon <Amber.Castanon@californiachem.com>; Victoria Santos <Victoria.Santos@californiachem.com>
Subject: RE: VSD

Thank you Amber, I have emailed my Operations Supervisor and will meet with him first thing tomorrow morning and get back to you.

Andy Boyd

Operator



45500 Van Buren Street, Indio, CA 92201
760-238-5400 | Mobile 760-861-6281

aboyn@valley-sanitary.org
www.valley-sanitary.org



This email and any files or attachments transmitted with it may contain privileged or otherwise confidential information. If you are not the intended recipient or believe that you may have received this communication in error, please advise the sender via reply email and immediately delete the email you received.

From: Amber Castanon <Amber.Castanon@californiachem.com>
Sent: Saturday, June 10, 2023 17:01
To: Andy Boyd <aboyn@valley-sanitary.org>; Victoria Santos <Victoria.Santos@californiachem.com>
Subject: Re: VSD

Hi Andy,

Yes, that is correct!

Sincerely,

Amber Castanon

Customer Account Manager

California Chemical.

555 Anton Blvd Ste 150. | Costa Mesa, CA 92626

O: 424-292-3424 |

C: 562-204-4880

Email: amber.castanon@californiachem.com

Website: www.CaliChemical.com

Customer PO submissions can be sent to Order.Entry@CaliforniaChem.com

Please note: Local orders need to be submitted before 4 pm for next day delivery.

All will-call orders require appointments

From: Andy Boyd <aboyn@valley-sanitary.org>
Sent: Saturday, June 10, 2023 3:18:30 PM
To: Amber Castanon <Amber.Castanon@californiachem.com>; Victoria Santos <Victoria.Santos@californiachem.com>
Subject: Re: VSD

Hey Amber,

Sorry for the late response, I'm assuming that's \$2.55 for the bleach? Thanks!

Get [Outlook for Android](#)

From: Amber Castanon <Amber.Castanon@californiachem.com>
Sent: Friday, June 9, 2023 9:21:24 AM
To: Andy Boyd <aboyn@valley-sanitary.org>; Victoria Santos <Victoria.Santos@californiachem.com>
Subject: Re: VSD

Hi Andy,

Thank you for your patience!

We can offer the below

From not until end of Q3 (Sep 30, 2023) we can offer \$0.255/delivered for Bleach 12.5% to your Indio CA location.

Based on your volume that would be about 3 loads a month.



Valley Sanitary District

DATE: June 27, 2023
TO: Board of Directors
FROM: Jeanette Juarez, Chief Administrative Officer
SUBJECT: Authorize General Manager to Exercise Years 2 And 3 of The Southwest Networks Contract

Suggested Action

Approve

Strategic Plan Compliance

GOAL 3: Excellent Facilities

Fiscal Impact

The fiscal impact of this contract is \$41,484 plus labor costs for services rendered outside the scope of work.

Environmental Review

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

Background

The District utilizes contractual services for the District's information systems support services. This agreement serves as a master agreement and applies to services rendered as well as licenses for software, hardware, support, maintenance services, and subscriptions.

Service Description

- Labor rate of \$95 per hour
- Remote support (M-F, 8-5)

- On-site support (M-F, 8-5)
- Backup monitoring and management
- Firewall management
- Microsoft patch management
- Site documentation
- Vendor documentation
- Technology business reviews

Recommendation

Staff recommends that the Board of Directors authorize General Manager to exercise years 2 and 3 of the Southwest Networks contract.

Attachments

[Master Services Agreement Southwest Networks.docx](#)

MASTER SERVICE AGREEMENT

THIS MASTER SERVICE AGREEMENT ("Agreement") is made this 1st of March, 2022 ("**Effective Date**") by and between Southwest Networks, Inc. ("Master Service Provider" or "MSP"), 73-700 Dinah Shore Drive, Suite 404 Palm Desert, CA. 92211 and Valley Sanitary District ("Client"), 45500 Van Buren Street, Indio, CA 92201 (MSP and Client are collectively the "Parties").

1. SCOPE OF AGREEMENT. This Agreement serves as a master agreement and applies to Client's purchases from MSP, of services ("**Services**"), as well as licenses for software, hardware, support and maintenance services, and/or subscription services (collectively, "**Product**"). Client hereby engages and retains MSP to render Services or provide Product, as more particularly set forth in the "**Statement of Work**" or "**SOW**", or subsequent Statements of Work, or any work order as agreed among the Parties (each a "Work Order") under such SOW. Except as otherwise stated therein, subsequent SOWs or Work Orders shall be made a part of and subject to the terms contained in this Agreement. No Product or Services will be provided under this Agreement alone, but may require the execution of a written or electronic SOW form, or other mutually acceptable Work Order documentation, which contains terms relating to this Agreement, each of which must be executed by both Parties and, upon such execution, is deemed incorporated in this Agreement for all purposes. The Parties hereby further agree that the Parties may execute multiple Work Orders and SOWs under this Agreement. In the event of any conflict between the terms of the Statement of Work and those of this Agreement, the terms of the Statement of Work will prevail over this Agreement.

2. GENERAL REQUIREMENTS.

2.1 System. For the purposes of this Agreement, "System" means, collectively, any computer network, computer system, peripheral or device installed, maintained, monitored, or operated by us pursuant to a SOW. To avoid a delay or negative impact on our provision of the Services, during the term of each SOW you agree to refrain from modifying or moving the System, or installing software on the System, unless we expressly authorize such activity.

2.2 Maintenance: Updates. If patches and other software-related maintenance updates ("Updates") are provided under a SOW, we will install the Updates only if we have determined, in our reasonable discretion, that the Updates will be compatible with the configuration of the System and materially beneficial to the features or functionality of the affected software or hardware. We will not be responsible for any downtime or losses arising from or related to the installation or use of any Update, provided that the Update was installed in accordance with the manufacturer's or applicable vendor's instructions.

2.3 Third-Party Service Providers. "Third-Party Service Providers" means services provided by other than the MSP in fulfillment of the SOW requirements whose terms and conditions MSP and Client may be legally bound.

MSP does not own certain Third-Party Products and the use thereof is subject to certain rights and limitations of which we need to inform you. Your right to use the Third-Party Products is subject to your Agreement with us, and to your understanding of, compliance with and consent to the terms and conditions of the Third-Party agreements, which we do not have authority to vary, alter or amend.

Therefore, MSP may utilize a Third-Party Service Provider in its discretion to provide the Services in accordance with the Agreement. MSP shall not, however, subcontract any Services to a third-party without the prior written consent of Client. If Client so consents, MSP will use reasonable efforts to assign, transfer and facilitate all warranties (if any) for the Third-Party Service Provider to Client, but will have no liability whatsoever for the quality, functionality or operability of any Third-Party Products or Services, and MSP will not be held liable as an insurer or guarantor of the performance, downtime or usefulness of any Third-Party Provider. The Third-Party Provider may require the MSP to sign a contract with the Third-Party Provider for its services ("Third-Party Contract") and the terms of the Third-Party Contract may require certain conditions and requirements upon Client. The terms and conditions of any such Third-Party Contract(s) will be provided to the Client or attached to the Scope of Work which identifies the Third-Party Service Provider and the associated terms and conditions. Client hereby agrees

to review all Third-Party Terms and Conditions, and consents to those Third-Party Terms and Conditions which Client has consented MSP to contract upon its behalf. Third-Party Provider terms and conditions can be found in the SOW as applicable.

2.4 Third-Party Product Vendors. "Third-Party Product Vendors" means machinery and equipment inclusive of component parts purchased from vendors in fulfillment of the SOW requirements.

2.5 Third-Party Support. If, in MSP's discretion, a hardware or software issue requires vendor or OEM support, we may contact the vendor or OEM (as applicable) on your behalf and pass through to you, without markup, all fees and costs incurred in that process. If such fees or costs are anticipated in advance or exceed \$100, we will obtain your permission before incurring such expenses on your behalf unless exigent circumstances require otherwise.

2.6 Subcontractors. "Subcontractors" means third-party to whom MSP contracts to provide specified services to complete the services indicated in the applicable SOW.

2.7 Advice; Instructions. From time to time, we may provide you with specific advice and directions related to our provision of the Services or the maintenance or administration of the System. (For example, our advice or directions may include increasing the System's server or hard drive capacity or replacing obsolete equipment.) You agree to promptly follow and implement any directions we provide to you related to the Services which, depending on the situation, may require you to make additional purchases or investments in the System or the environment in which the System is maintained, at your sole cost. We will not be responsible for any problems or issues (such as System downtime or security-related issues) caused by your failure to promptly follow our advice or directions. If your failure to follow or implement our advice renders part or all of the Services economically or technically unreasonable to provide in our discretion, then we may terminate the applicable SOW for cause by providing notice of termination to you. Unless specifically and expressly stated in a SOW, any services required to remediate issues caused by your failure to follow MSP's advice or directions, or your unauthorized modification of the System, as well as any services required to bring the System up to or maintain the Minimum Requirements, are not covered under any SOW and will be out-of-scope.

3. TERM AND TERMINATION. This Agreement will begin on the Effective Date and will continue until each SOW expires or is terminated. MSP may: (a) terminate a specific SOW if Client fails to pay any applicable fees due for that SOW within 30 days after receipt of written notice from MSP of non-payment; and/or (b) terminate this Agreement or an SOW if Client commits any other material breach of this Agreement and fails to cure such breach within fifteen (15) days after receipt of written notice from MSP. If an SOW for Services is terminated, Client will promptly pay MSP for Services rendered, and expenses incurred through the termination date.

Client may (a) terminate this Agreement or a specific Work Order if MSP commits any material breach of this Agreement and fails to cure such breach within fifteen (15) days after receipt of written notice from Client; and/or (b) terminate this Agreement without cause upon sixty (60) days' written notice to **MSP**.

4. PAYMENT. Client will pay MSP all fees due upon receipt of an invoice specifying the amounts due ("**Fees**"). All Fees payable under this Agreement are exclusive of sales, use, excise, and any other applicable transaction taxes, which Client will pay (excluding taxes based upon the net income of MSP). If payment is not received on or before any invoice due date, interest shall begin to accrue and be payable at the lesser of the maximum rate permitted under applicable law or at the rate of one and one-half percent (1.5%) (or any other interest rate in accordance with the state's law) per month from the date due until paid in full. Client shall pay all expenses, including actual attorneys' fees, incurred by MSP or its representatives in enforcing its rights under this Agreement, provided that MSP is successful on the merits. Client's obligation to pay undisputed amounts due for Services and MSP's right to all such amounts are absolute and unconditional. Client is not entitled to setoff of such amounts. All Fees will be detailed in a Work Order. Unless otherwise stated in a SOW, Client agrees to pay or reimburse MSP for all actual, necessary, and reasonable expenses incurred by MSP in performance of such SOW, which are capable of verification by receipt. MSP will submit invoices to Client for such fees and expenses either upon completion of the Services, or at stated intervals, in accordance with the applicable Statement of Work.

5. **CONFIDENTIALITY AND NON-DISCLOSURE.**

- 5.1 Definition of Confidential Information. As used herein, "**Confidential Information**" means all confidential information disclosed by a Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), in any format whether oral, written, electronic, or other, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.
- 5.2 Confidential Information of Client shall include any personally identifiable information or protected health information of Client's employees, Client's customers, and Client Data. Client acknowledges and agrees that this Agreement does not constitute a Business Associates Agreement ("BAA") as that term is defined in the Health Insurance Portability and Accountability Act (HIPAA; Pub.L. 104-191, 110 Stat. 1936, enacted August 21, 1996 and as amended), and that the requirement for any such agreement in addition to this Agreement may be necessary to provide the Services hereunder. Client shall be solely responsible for the consequences, if any, of moving forward with the Services hereunder without such a BAA and shall be the sole judge of the necessity for a BAA in addition to this Agreement. Furthermore, Client hereby agrees to defend, indemnify and hold harmless the MSP and any affiliated company, and their respective present and former shareholders, officers, directors and employees and their attorneys and agents, and their predecessors, successors, insurers, assigns, heirs, executors and administrators (collectively referred to as the "Indemnitee"), from and against any and all claims, demands, causes of action, actions, judgments, liabilities, losses, costs and expenses, including attorneys' fees and costs, as they occur, brought against, imposed upon, or incurred or suffered by, the Indemnitee which in any way relate to the failure of the Client to comply with the terms and conditions of this Agreement in proper handling of protected health information to the extent not caused by MSP's gross negligence and/or due to the absence of any necessary BAA, or failing to notify MSP of the necessity of same.
- 5.3 Confidential Information of MSP shall include the Product(s) or Service(s), the terms and conditions of this Agreement and the SOW, and documentation related to the Products and/or Services.
- 5.4 Confidential Information of each Party shall include the terms and conditions of this Agreement and all SOW's, as well as business and marketing plans, technology and technical information, product plans and designs, trade secrets, and business processes disclosed by such Party.
- 5.5 Confidential Information (other than Client Data) shall not include any information that:
- (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party,
 - (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party,
 - (iii) is received from a third-party without breach of any obligation owed to the Disclosing Party,
- or
- (iv) was independently developed by the Receiving Party.
- 5.6 **Protection of Confidential Information.** The Receiving Party shall:
- (i) protect and safeguard the confidentiality of all Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care,
 - (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement or otherwise in any manner to the Disclosing Party's detriment, and
 - (iii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement.
- 5.7 **Non-disclosure.** Neither Party shall disclose the terms of this Agreement, any SOW to any third-party other than its affiliates, legal counsel, and accountants without the other Party's prior written consent.

5.8 **Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

5.9 If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a Party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information,-

5.10 **Return or Destruction of Confidential Information.** Upon request, each Party agrees to promptly return the other Party's Confidential Information in its possession, custody or control, or to certify the deletion or destruction of Confidential Information; provided, however, that the Receiving Party may retain a copy of any Confidential Information to the extent (a) required by applicable law or (b) it would be unreasonably burdensome to destroy (such as archived computer records). In the event that return or destruction of Confidential Information is unduly burdensome, or not feasible, the Parties shall extend the protections of this Agreement to the retained Confidential Information, and which protections and provisions shall survive the termination of this Agreement.

6. PROVISION OF MATERIALS AND SERVICES TO MSP. Client agrees to timely furnish, at its own expense, all personnel, all necessary computer hardware, software and related materials and appropriate and safe work spaces for purposes of MSP or its contracted subcontractors, performing the services. Client will also provide MSP or its contracted subcontractors, with access to all information, passwords and facilities requested by MSP that is necessary for MSP or its contracted subcontractors, to perform the Services. Access may be denied for any reason at any time, however if access to information, passwords or facilities is denied, Client understands that the MSP or its contracted subcontractors, may be unable to perform their duties adequately.

7. **WORKING ENVIRONMENT.** Client shall provide a suitable working environment for any Equipment located at Client's facility. Such environment includes, but is not limited to the appropriate temperature, static electricity and humidity controls and properly conditioned electrical supply for each piece of Equipment. Client shall bear the risk of loss of any Equipment located at Client's facility.

8. SERVICE PROVIDER'S EMPLOYEE'S, AGENTS OR SUBCONTRACTORS. Client acknowledges that Service Provider has incurred substantial recruitment, screening, training, and administrative expenses with respect to its agents, including its employees, vendors and independent contractors. To the extent permitted by law and from the Effective Date of this Agreement and up to one (1) calendar year after the date of termination of this Agreement, Client shall not hire or contract directly or indirectly with any of the Service Provider's employees, agents or subcontractors who have communicated with and/or worked on any Service for Client. Client and Service Provider mutually acknowledge and agree that it would be impractical and extremely difficult to ascertain the amount of monetary damages that would be caused by a breach by Client of this provision. Therefore, Client and Service Provider mutually agree that in the event of a breach by Client in any way of this provision, client shall pay to Service Provider as liquidated damages, an amount equal to One Hundred Fifty Thousand Dollars (\$150,000.00). this amount is an effort by both parties to properly and reasonably assess the damages that Service Provider would suffer as a direct result of a breach by Client, taking into account the following facts and circumstances: (a) an average employee working for Service Provider will generate significant net revenue for the Service Provider and remain employed by the Service Provider for an extended period of time; (b) Service Provider will lose significant revenue and incur significant costs in connection with attempting to replace such employee; (c) there is no guarantee that such employee can be replaced; and (cl) accurately assessing the value of such employee to the Service Provider upon such breach is virtually impossible. In light of these circumstances, Client and Service Provider mutually agree that this is liquidated damages provision represents reasonable compensation to Service Provider for the losses that it would incur due to any such breach. Client and Service Provider further acknowledge and agree that nothing in this paragraph shall limit Service Provider's rights to obtain injunctive relief or any other damages including, but not limited to punitive, consequential, special, or any other damages, as may be appropriate in connection with Client's breach of this section.

9. **RESPONSIBILITY FOR EQUIPMENT.** Client acknowledges that from time to time (a) MSP may identify additional items that need to be purchased by Client, and (b) changes in Client's systems may be required in order for MSP to meet Client's requirements. In connection therewith, Client agrees to work in good faith with MSP to effectuate such purchases or Changes, and such Changes shall be set forth in a Change Order under the then current SOW. In the event that MSP is required to purchase any assets, including computer hardware and/or software, in connection with MSP providing the services, all such assets will remain the sole property of MSP, except that assets sold by MSP to Client or procured by MSP on Client's behalf shall be the sole property of Client. Client will take such reasonable precautions to ensure the quality, completeness and workmanship of any item or service furnished by it, and for ensuring that the materials provided to MSP or its contracted subcontractors, do not infringe or violate the rights of any third-party. Client will maintain adequate backup for all data and other items furnished to MSP.

10. **CLIENT DATA OWNERSHIP AND RESPONSIBILITY.** Client shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of any data, information or material proprietary submitted by Client to MSP.

- (a) **Software Installation and Replication.** If MSP is required to install or replicate Client software as part of the Services, Client will independently verify that all such software is properly licensed. Client's act of providing any software to MSP will be deemed Client's affirmative acknowledgement to MSP that Client has a valid license that permits MSP to perform the Services related thereto. In addition, Client will retain the duty and obligation to monitor Client's equipment for the installation of unlicensed software unless MSP in a written statement of work ("SOW") expressly agrees to conduct such monitoring. Client will indemnify and hold harmless MSP against all damages and expenses it may incur (including reasonable attorney's fees and disbursements) related to Client providing infringing materials to MSP or any Client breach of this Section.
- (b) **DATA.** MSP will make every effort to ensure data is backed up and available to Client. Client agrees to hold MSP harmless for any data loss and client further agrees to ultimately be responsible for backing up data and for the data used on the system. Client assumes all responsibility for the loss of data, loss of business revenue due to unavailability of data and the cost of reloading or reconstruction of data.

11. **INTELLECTUAL PROPERTY.** MSP retains all intellectual property rights in any property invented or composed in the course of or incident to the performance of this Agreement, as well as any software, materials, or methods created prior to or after conclusion of any work. Client acquires no right or interest in any such intellectual property, by virtue of this Agreement or the work performed under this Agreement.

11.1. Client may only use and disclose Product in accordance with the terms of this Agreement and applicable SOW. MSP reserves all rights in and to the Product not expressly granted in this Agreement. Client may not disassemble or reverse engineer any software Product or decompile or otherwise attempt to derive any software Product's source code from executable code, except to the extent expressly permitted by applicable law despite this limitation or provide a third-party with the results of any functional evaluation, or benchmarking or performance tests on the Products, without MSP's prior written approval. Except as expressly authorized in this Agreement or an SOW, Client may not (a) distribute the Product to any third-party (whether by rental, lease, sublicense or other transfer), or (b) operate the Product in an outsourcing or MSP business to process the data of third parties. Additional usage restrictions may apply to certain third-party files or programs embedded in the Product - applicable installation instructions or release notes will contain the relevant details.

11.2. **Referencing.** Client agrees that MSP may refer to Client as a client of MSP, both internally and in externally published media, with the specific prior written approval of Client. Client also agrees to instruct appropriate personnel within its organization that Client has agreed to receive and participate in calls, from time to time, with potential clients of MSP who wish to evaluate the technical specifications of Product, with the specific prior written approval of Client.

11.3. **License Agreements.**

(a) **License.** Subject to the terms of this Agreement, MSP grants Client a perpetual, non-exclusive, non-transferable license to use and modify all programming, documentation, reports, and any other product provided as part of the Services solely for its own internal use. At all times, all software on the System must be genuine and licensed, and you agree to provide us with proof of such licensing upon our request. If we require you to implement certain minimum hardware or software requirements ("Minimum Requirements"), you agree to do so as an ongoing requirement of providing our Services to you.

(b) **Pre-Existing License Agreements.** Any software product provided to Client by MSP as a reseller for a third-party, which is licensed to Client under a separate software license agreement with such third-party, will continue to be governed by the third-party license agreement.

(c) **EULA.** Portions of the Services may require you to accept the terms of one or more third-party end user license agreements ("EULAs"). If the acceptance of a EULA is required in order to provide the Services to you, then you hereby grant MSP permission to accept the EULA on your behalf. EULAs may contain service levels, warranties and/or liability limitations that are different than those contained in this Agreement. You agree to be bound by the terms of such EULAs and will look only to the applicable third-party provider for the enforcement of the terms of such EULAs. If, while providing the Services, we are required to comply with a third-party EULA and the third-party EULA is modified or amended, we reserve the right to modify or amend any applicable SOW with you to ensure our continued compliance with the terms of the third-party EULA.

You agree to hold harmless and Indemnify MSP against your violation of any of the terms and conditions included in the subject EULA.

11.4. **Third-Party Products.** Unless otherwise stated in a SOW, all hardware, software, peripherals or accessories purchased through MSP ("Third-Party Products") are nonrefundable once the applicable SOW is placed in our queue for delivery. We will use reasonable efforts to assign, transfer and facilitate all warranties (if any) and service level commitments (if any) for the Third-Party Products to you, but will have no liability whatsoever for the quality, functionality or operability of any Third-Party Products, and we will not be held liable as an insurer or guarantor of the performance, uptime or usefulness of any Third-Party Products. Unless otherwise expressly stated in a SOW, all Third-Party Products are provided "as is" and without any warranty whatsoever as between MSP and you (including but not limited to implied warranties).

12. **WARRANTY.** MSP warrants that it or its contracted subcontractors, will perform the services substantially in accordance with the specifications set forth whether under this agreement, SOW, other work order or otherwise in connection with any of them. For any breach of the foregoing warranty, MSP or its contracted subcontractors, will exercise commercially reasonable efforts to re-perform any non-conforming services that were performed within the ten (10) business day period immediately preceding the date of Client's written notice to MSP specifying in reasonable detail such non-conformance. If MSP concludes that conformance is impracticable, then MSP will refund all fees paid by Client to MSP hereunder, if any, allocable to such nonconforming Services.

12.1. Notwithstanding any provision to the contrary in this Agreement, any warranty offered and provided directly by MSP product shall be deemed null and void if the applicable product is (i) altered, modified or repaired by persons other than MSP, including, without limitation, the installation of any attachments, features, or devices not supplied or approved by MSP (ii) misused, abused, or not operated in accordance with the specifications of MSP or the applicable manufacturer or creator of the hardware or product, or, (iii) subjected to improper site preparation or maintenance by persons other than MSP or persons approved or designated by MSP.

Notwithstanding the above, MSP does not warrant its products or services beyond a reasonable standard or skill consistent with industry standards. MSP does not guarantee or promise any cost savings, profits, or returns on investment.

13. SOFTWARE HARDWARE & SECURITY. Client understands and agrees that data loss or network failures may occur, whether or not foreseeable. In order to reduce the likelihood of a network failure the Client must maintain proper security for its computer and information system including software and hardware updates. Client will adhere to software and hardware updates and maintain specific security standards, policies, procedures set forth and recommended by MSP.

14. CLIENT CYBER SECURITY. It is understood that the services provided under this MSA are limited to the Scope of Work as detailed in Paragraph 1, or any subsequent Scope of Work. Unless otherwise specified in the Scope

- of Work, it is not the intent, nor does the MSP provide any type of internet security monitoring, cyber security monitoring, cyber terrorism monitoring, or other cyber protections for the Client. MSP can assist in evaluating Client's specific needs, but it is understood and agreed that MSP does not offer nor provide cyber security under this Agreement.

15. TERRORISM. With the exception of the indemnity obligations set forth herein, in no event shall MSP, whether under this Agreement, an SOW, other work order or otherwise in connection with any of them, be liable in contract, tort, third-party liability, breach of statutory duty or otherwise, in respect of any direct, indirect or consequential losses or expenses, including without limitation loss of anticipated profits, company shut-down, third-party loss or injury, any loss because of data breach, any loss of personally identifiable or protected information, goodwill, use, market reputation, business receipts or contracts or commercial opportunities, whether or not foreseeable, if such loss was the result of or arose from any act of terrorism, strike or similar labor action, war, invasion, act of foreign enemy, hostilities or warlike operations, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, or any action taken in controlling, preventing or suppressing any of these things, including any such act or series of acts of any person or group(s) or persons, whether acting alone or on behalf of or in connection with any organization(s), committed for political, religious or ideological purposes including but not limited to the intention to influence any government and/or to put the public in fear for such purposes by using activities perpetrated electronically that are directed towards the destruction, disruption or subversion of communication and information systems, infrastructure, computers, telecommunications or electronic networks and/or its content thereof or sabotage and or threat therefrom.

16. TELEMARKETING & UNSOLICITED EMAILS. With the exception of the indemnity obligations set forth herein, in no event shall MSP or its contracted subcontractors, whether under this Agreement, an SOW, other work order or otherwise in connection with any of them, be liable in contract, tort, third-party liability, breach of statutory duty or otherwise, in respect of any direct, indirect or consequential losses or expenses, including without limitation loss of anticipated profits, company shut-down, third-party loss or injury, any loss because of data breach, any loss of personally identifiable or protected information, goodwill, use, market reputation, business receipts or contracts or commercial opportunities, whether or not foreseeable, if the Client's data is breached because of the distribution of unsolicited email, direct mail, facsimiles, telemarketing or because of the collection of information by means of electronic "spiders", "spybots", "spyware", wiretapping, bugging, video cameras or identification tags.

17. EXTRAORDINARY EVENTS. With the exception of the indemnity obligations set forth herein, in no event shall MSP or its contracted subcontractors, whether under this Agreement, an SOW, other work order or otherwise in connection with any of them, be liable in contract, tort, third-party liability, breach of statutory duty or otherwise, in respect of any direct, indirect or consequential losses or expenses, including without limitation loss of anticipated profits, company shut-down, third-party loss or injury, any loss because of data breach, any loss of personally identifiable or protected information, goodwill, use, market reputation, business receipts or contracts or commercial opportunities, whether or not foreseeable, if such loss was the result of or arose from any failure or malfunction of electrical, mechanical or telecommunications infrastructure and equipment or services, any satellite failure, or from any fire, flood, earthquake, volcanic eruption, explosion, lightning, wind, hail, tidal wave, landslide, act of God, national or global pandemic or other physical event.

18. RELEASE WITH LIMITATION OF LIABILITY. THIS PARAGRAPH LIMITS THE LIABILITIES ARISING UNDER THIS AGREEMENT OR ANY SOW AND IS A BARGAINED-FORAND MATERIAL PART OF THIS AGREEMENT. THE PARTIES ACKNOWLEDGE AND AGREE THAT THEY WOULD NOT ENTER INTO THIS AGREEMENT UNLESS IT COULD RELY ON THE LIMITATIONS DESCRIBED IN THIS PARAGRAPH. EACH PARTY AND ANY OF THEIR AFFILIATES AND EACH OF THEIR RESPECTIVE AGENCIES, EMPLOYEES, OFFICERS, DIRECTORS, MEMBERS,

SHAREHOLDERS, NOMINEES, CONSULTANTS, SUCCESSORS AND ASSIGNS AGREES TO THE FULLEST EXTENT PERMITTED BY LAW AND EXCEPT AS OTHERWISE NOTED IN THIS AGREEMENT INCLUDING INDEMNIFICATION OBLIGATIONS, AGREES TO RELEASE THE OTHER PARTY AND ANY OF THEIR AFFILIATES AND EACH OF THEIR RESPECTIVE AGENCIES, EMPLOYEES, OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, SHAREHOLDERS, NOMINEES, CONSULTANTS, SUCCESSORS AND ASSIGNS FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INDIRECT DAMAGES, LOSS OF GOOD WILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, COMPUTER FAILURE OR MALFUNCTION, ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSS, OR EXEMPLARY OR PUNITIVE DAMAGES. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING FROM OR OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE FEES PAID UNDER THIS AGREEMENT FOR THE PREVIOUS TWELVE (12) MONTHS. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY DELAY IN DELIVERY OR PERFORMANCE, OR FAILURE TO DELIVER OR PERFORM AT OR WITHIN THE DEADLINES SET FORTH IN THIS AGREEMENT.

19. DECLINED PRODUCTS OR SERVICES. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, MSP SHALL HAVE NO LIABILITY FOR ANY PRODUCT OR SERVICE OFFERED TO CLIENT DURING THE TERM WHICH SUCH PRODUCT OR SERVICE WAS DECLINED BY CLIENT

20. CYBER SECURITY NEITHER THIS MSA NOR ANY SOW SHALL CONSTITUTE AN ABSOLUTE GUARANTY REGARDING THE SECURITY OF DATA OF CLIENT. ABSENT AN SOW DEALING WITH CYBERSECURITY, MSP DOES NOT OBLIGATE ITSELF TO DESIGN, ADVISE OR IMPLEMENT ADMINISTRATIVE, PHYSICAL OR TECHNICAL SAFEGUARDS TO PROTECT AGAINST UNAUTHORIZED ACCESS, DISCLOSURE OR USE OF PERSONALLY IDENTIFIABLE INFORMATION MAINTAINED BY CLIENT.

21. MUTUAL INDEMNIFICATION AND HOLD HARMLESS. EACH PARTY AGREES TO THE FULLEST EXTENT PERMITTED BY LAW SHALL AT ALL TIMES DEFEND, INDEMNIFY, PAY, SAVE AND HOLD THE OTHER PARTIES AND ANY OF THEIR AFFILIATES AND EACH OF THEIR RESPECTIVE AGENCIES, EMPLOYEES, OFFICERS, DIRECTORS, MEMBERS, SHAREHOLDERS, NOMINEES, CONSULTANTS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "MUTUALLY INDEMNIFIED PARTIES") HARMLESS FROM EACH AND ANY AND ALL LIABILITIES, DAMAGES (INCLUDING, WITHOUT LIMITATION, DIRECT, SPECIAL AND CONSEQUENTIAL DAMAGES), COSTS, EXPENSES, SUITS, CIVIL OR ALTERNATIVE DISPUTE RESOLUTION PROCEEDING, LOSSES, CLAIMS, ACTIONS, VIOLATIONS, FINES AND PENALTIES (INCLUDING WITHOUT LIMITATION, COURT COSTS, REASONABLE ATTORNEY'S FEES AND ANY OTHER REASONABLE COSTS OF LITIGATION) (HEREINAFTER COLLECTIVELY, THE "CLAIMS") THAT ANY OF THE MUTUALLY INDEMNIFIED PARTIES MAY SUFFER, SUSTAIN OR INCUR TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE MUTUALLY INDEMNIFIED PARTIES ARISING OUT OF THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, EACH PARTY'S INDEMNITY OBLIGATIONS UNDER THIS SECTION SHALL BE LIMITED TO THE AMOUNT OF THE PARTY'S INSURANCE COVERAGE.

22. THE PRECEDING INDEMNIFICATION OBLIGATIONS ARE CONDITIONED ON ANY OF THE INDEMNIFIED PARTIES: (I) NOTIFYING THE INDEMNIFYING PARTY PROMPTLY IN WRITING OF SUCH ACTION; (II) REASONABLY COOPERATING AND ASSISTING IN SUCH DEFENSE; AND (III) GIVING SOLE CONTROL OF THE DEFENSE AND ANY RELATED SETTLEMENT NEGOTIATIONS TO THE INDEMNIFYING PARTY WITH THE UNDERSTANDING THAT THE INDEMNIFYING PARTY MAY NOT SETTLE ANY CLAIM IN A MANNER THAT ADMITS GUILT OR OTHERWISE PREJUDICES THE INDEMNIFIED PARTY, WITHOUT CONSENT.

23. RESPONSE; REPORTING.

23.1. Response. MSP warrants and represents that we will provide the Services, and respond to any notification received by us of any error, outage, alarm or alert pertaining to the System, in the manner and within the time period(s) designated in an applicable SOW ("Response Time"), except for (i) those periods

of time covered under the Onboarding Exemption (defined below), or (ii) periods of delay caused by Client-Side Downtime (defined below), Vendor-Side Downtime (defined below) or (iii) periods in which we are required to suspend the Services to protect the security or integrity of your System or our equipment or network, or (iv) delays caused by a force majeure event.

23.2. Scheduled Downtime. For the purposes of this Agreement, Scheduled Downtime will mean those hours, as determined by us but which will not occur between the hours of 8:00 AM and 5:00 PM PST (or PDT, as applicable), Monday through Friday without your authorization or unless exigent circumstances exist, during which time we will perform scheduled maintenance or adjustments to its network. We will use our best efforts to provide you with at least twenty-four (24) hours of notice prior to scheduling Scheduled Downtime.

23.3. Client-Side Downtime. We will not be responsible under any circumstances for any delays or deficiencies in the provision of, or access to, the Services to the extent that such delays or deficiencies are caused by your actions or omissions ("Client-Side Downtime").

23.4. Vendor-Side Downtime. We will not be responsible under any circumstances for any delays or deficiencies in the provision of, or access to, the Services to the extent that such delays or deficiencies are caused by third-party service providers, third-party licensors, or "upstream" service or product vendors.

23.5. Onboarding. For the purposes of this Agreement, "Onboarding" will mean those hours or days, as determined by the MSP during which time MSP will conduct the onboarding of your System, or portions thereof. We will use our best efforts to provide you with at least twenty-four (24) hours of notice prior to scheduling the onboarding.

23.6. Onboarding Exemption. It is agreed that prior to and during the onboarding period, MSP will not be responsible under any circumstances for any delays or deficiencies, any viruses, breaches, hidden malware, or other cyber attacks on the System, MSP will not assume any responsibility where the System is, or has been, compromised and Client shall not file any such claim against MSP or its insurance provider and Client shall indemnify MSP if any claims are filed by third parties whose Material is compromised, including HIPAA claims.

MSP expressly agrees that this paragraph is intended to be as broad as permitted by the laws of the State of California and that this paragraph shall be governed by and interpreted in accordance with the laws of the State of California.

23.7. Remedies; Limitations. Except for the Onboarding Exemption, if we fail to meet our service level commitment in a given calendar month and if, under such circumstances, our failure is not due to your activities, omissions, or inactivity, then upon receiving your written request for credit, we will issue you a pro-rated credit in an amount equal to the period of time of the outage and/or service failure. All requests for credit must be made by you no later than forty-five (45) days after you either (i) report the outage or service failure to us, or (ii) if applicable, receive a monthly report showing the outage and/or failure. The remedies contained in this paragraph and in Section 12 are in lieu of (and are to the exclusion of) any and all other remedies that might otherwise be available to you for our failure to meet any service level commitment during the term of this Agreement.

24. SERVICE ASSUMPTION LIABILITY LIMITATION. It is mutually agreed that MSP will have no responsibility for any deficiencies in the current operating systems until the MSP has had a reasonable opportunity to conduct a review of the current system and to provide Client with their recommendations.

25. PROVIDER INSURANCE. MSP agrees to maintain sufficient insurance coverage to enable it to meet its obligations created by this Agreement and by law. Without limiting the foregoing, to the extent this Agreement creates exposure generally covered by the following insurance policies, MSP will maintain at its own sole cost and expense at least the following insurance covering its obligations under this Agreement: (a) Commercial General Liability including (i) bodily injury, (ii) property damage, (iii) contractual liability coverage, and (iv) personal injury, in an amount not less than One Million Dollars (\$1,000,000) per occurrence; (b) Business Automobile

Liability for owned, hired and non-owned vehicles in an amount of not less than One Million Dollars (\$1,000,000) for each accident; (c) Workers Compensation at statutory limits; and (d) Professional Liability Insurance covering errors and omissions and wrongful acts in the performance of the Services. Such insurance will bear a combined single limit per occurrence of not less than One Million Dollars (\$1,000,000). WITH THE EXCEPTION OF THE BUSINESS AUTOMOBILE, PROFESSIONAL LIABILITY AND WORKERS COMPENSATION POLICIES MSP's insurance shall be primary to Client and the Client's board members, officers, employees, agents and volunteers WHO WITH THE EXCEPTION OF THE WORKERS COMPENSATION POLICY shall be named as additional insured on all OTHER REQUIRED policies WITH THE EXCEPTION OF THE PROFESSIONAL LIABILITY-AND WORKERS COMPENSATION POLICIES, MSP hereby so waives, subrogation against Client and the Client's board members, officers, employees, agents and volunteers, in connection with the policies.

25. CLIENT INSURANCE.

25.1 Commercial Property Insurance. Client shall secure at its own cost and expense Property Insurance for the equipment that is part of the provisions of the service agreement. The policy shall include the following coverages:

- Replacement cost valuation on MSP's equipment.
- Waiver of coinsurance for the insured property.
- Insured for "All Risk"/"Special Perils" with an extension of coverage for Flood and Earthquake.

25.2 Cyber Insurance. Client shall secure and maintain for the duration of the contract Cyber Liability Insurance to insure Client's cyber exposures. Specific limits and coverages should be evaluated by a qualified insurance broker or risk manager to determine your specific coverage and policy limit requirements.

25.3 Mutual Waiver of Subrogation. TO THE EXTENT PERMITTED BYLAW, EACH PARTY WAIVES ALL RIGHTS AGAINST THE OTHER FOR RECOVERY OF DAMAGES TO THE EXTENT THESE DAMAGES ARE COVERED BY THE WORKERS COMPENSATION (TO THE EXTENT PERMITTED BYLAW) AND EMPLOYERS PROFESSIONAL LIABILITY GENERAL LIABILITY. PROPERTY INSURANCE, COMMERCIAL UMBRELLA EXCESS, CYBER OR OTHER COMMERCIAL LIABILITY INSURANCE OBTAINED BY EITHER PARTY. CLIENT WILL NOT HOLD THE MSP ITS SUBCONTRACTORS AND/OR THIRD-PARTY SERVICE PROVIDERS RESPONSIBLE FOR SUCH LOSSES AND WILL CONFIRM THAT THE CLIENTS INSURANCE POLICIES REFERENCED ABOVE PROVIDE FOR THE WAIVER OF SUBROGATION INCLUDED IN THE MASTER SERVICE AGREEMENT.

26. DISCLAIMERS. The express remedies set forth in this Agreement will constitute Client's exclusive remedies, and MSP's sole obligation and liability, for any claim (a) that a Service or deliverable provided hereunder does not conform to specifications or is otherwise defective, or (b) that the Services were performed improperly.

EXCEPT FOR THE WARRANTIES MADE BY MSP IN SECTION 12, WHICH ARE LIMITED WARRANTIES AND THE ONLY WARRANTIES PROVIDED TO CLIENT, THE SERVICES AND DELIVERABLES ARE PROVIDED STRICTLY "AS-IS." MSP DOES NOT MAKE ANY ADDITIONAL WARRANTIES, EXPRESSED, IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, AS TO THE DELIVERABLES OR SERVICES PROVIDED HEREUNDER, OR ANY MATTER WHATSOEVER. THE PARTIES DISCLAIM ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE AND NON-INFRINGEMENT.

MSP DOES NOT WARRANT THAT THE SERVICES OR ANY DELIVERABLES WILL MEET ANY CLIENT REQUIREMENTS NOT SET FORTH HEREIN, THAT ANY DELIVERABLES WILL OPERATE IN THE COMBINATIONS THAT CLIENT MAY SELECT FOR USE, THAT THE OPERATION OF ANY DELIVERABLES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. IF PRE-PRODUCTION (E.G., "ALPHA" OR "BETA") RELEASES OF SOFTWARE ARE PROVIDED TO CLIENT, SUCH COPIES ARE PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND.

No statement by any MSP employee or agent, orally or in writing, will serve to create any warranty or obligation not set forth herein or to otherwise modify this Agreement in any way whatsoever.

27. SEVERABILITY. If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal or unenforceable, such provision shall be automatically reformed and construed so as to be valid, operative and enforceable, to the maximum extent permitted by law or equity while preserving its original intent. The invalidity of any part of this Agreement shall not render invalid the remainder of this Agreement.

28. AMENDMENT. This Agreement may not be amended except by a writing executed by an authorized individual of the MSP.

29. RELATIONSHIP. The Parties are independent parties; and this Agreement does not make the Parties principal and agent, partners, employer and employee; nor does it create a joint venture. It is further understood that there is no relationship, including but not limited to a partnership, joint venture, sub-contractor or other commission-based relationship, between any party that referred MSP or Client to the other party to this Agreement.

30. LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to principles of conflicts of laws. The Parties irrevocably submit to the exclusive jurisdiction of the courts of the State of California.

31. WAIVER. Failure by either Party to insist upon strict performance of any provision herein shall not be deemed a waiver by such Party of its rights or remedies, or a waiver by it of any subsequent default by the other Party.

32. FORCE MAJEURE. Neither party will be liable to the other party for delays or failures to perform its obligations under this Agreement or any SOW because of circumstances beyond such party's reasonable control. Such circumstances include, but will not be limited to, any intentional or negligent act committed by the other party, or any acts or omissions of any governmental authority, natural disaster, act of a public enemy, acts of terrorism, riot, sabotage, disputes or differences with workmen, power failure, communications delays/outages, delays in transportation or deliveries of supplies or materials, cyberwarfare, cyberterrorism, or hacking, malware or virus-related incidents that circumvent then-current anti-virus or anti-malware software, and acts of God.

33. DATA ACCESS/STORAGE. Depending on the Service provided, a portion of your data may occasionally be accessed or stored on secure servers located outside of the United States. You agree to notify us if your company requires us to modify our standard access or storage procedures.

34. ASSIGNMENT. Client may not assign its rights or obligations under this Agreement without MSP's prior written consent which shall not be unreasonably withheld.

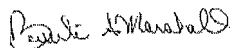
35. COUNTERPART AND ELECTRONIC SIGNATURES. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. The Client's electronic signature of this Agreement shall have the same validity and effect as a signature affixed by the Client's hand.

36. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement by and between the Parties regarding the subject matter contained herein and supersedes all prior and contemporaneous undertakings and agreement of the Parties, whether written or oral, with respect to such subject matter.

Executed in **Indio** California on the **29th** day of **March** 2022 by:



Southwest Networks, Inc



Valley Sanitary District



**STATEMENT OF WORK- GuardianIT Premium
(SOW# 03012022VSD)**

Name: Valley Sanitary District
 Address: 45-500 Van Buren Street
 City: Indio State: CA Zip: 92201
 Primary Contact: Jeanette Juarez
 Phone: 760-347-2356 Fax: 760-347-9979
 Start Date: 3/1/2022 End Date: 2/28/25

BENEFITS TO YOU

This agreement has been designed to keep your equipment running smoothly and provide a quick response when you have any problem with your computers, file servers, or other peripheral devices as agreed upon.

Price for 1 Year \$41,196.00*
 *Based on quantities listed below.

Service Description

- ▶ Labor Rate of \$95 per hour
- ▶ Remote Support (M-F, 8-5)
- ▶ On-site Support (M-F, 8-5)
- ▶ Backup Monitoring and Management
- ▶ Firewall Management
- ▶ Microsoft Patch Management
- ▶ Site Documentation
- ▶ Vendor Documentation
- ▶ Technology Business Reviews

EQUIPMENT INVENTORY

TYPE	MAKE&MODEL	SERIAL NUMBER	ID/LOCATION
Server	Qty. 9		
Desktop	Qty. 60		

Statement of Work

This SOW is in conjunction with the Master Services Provider Agreement or "MSA". This SOW does not replace the MSA but incorporates all the provisions and obligations set forth in the MSA. Should any provision of the MSA and this SOW conflict, the SOW shall take precedence. Southwest Networks, Inc. will provide the Services described below to the standards stated in the MSA.

STATEMENT OF WORK - Uptime Plus

SOW Number: 03012022VSD

This Statement of Work ("Premium") dated March 18th, 2022 ("SOW Effective Date") supplements the Master Services Agreement effective as of March 1st, 2022 (the "Agreement") by and between Southwest Networks, Inc ("MSP") and Valley Sanitary District ("Client"). This SOW No. 03012022VSD consists of the terms below, the signature page, and any unique attachments to this SOW No. 03012022VSD, which are all incorporated into the Agreement by this reference and are made a part of the Agreement by all intents and purposes.

Capitalized terms used herein, unless otherwise defined, will have the meanings given to them in the Agreement.

1. COVERAGE

The MSP shall perform services under the plan indicated to the specific equipment inventory identified in (**Exhibit B**). Remote Helpdesk and Vendor Management of Client's IT networks will be provided to the Client by the MSP through remote means between the hours of 8:00A.M. - 5:00P.M. Monday through Friday, excluding holidays. Network Monitoring Services will be provided 24/7/365.

2. SUPPORT AND ESCALATION

The MSP will respond to Client's Trouble Tickets under the provisions of (Exhibit C), and with best effort after hours or on holidays. Trouble Tickets must be opened by Client's designated Contact Person, by sending an email to "helpdesk@southwest-networks.com", or by phone (760-770-5200) if email is unavailable. Each call will be assigned a Trouble Ticket number for tracking. Please do not call a technician directly to schedule service, as this will create delays in getting the issue resolved. Always contact the office for service requests.

3. SERVICE OUTSIDE NORMAL WORKING HOURS

Emergency services performed outside of the hours of 8:00A.M. - 5:00P.M. Monday through Friday, excluding holidays, shall be subject to a charge of \$200 per hour Monday- Friday and on weekends and holidays. A minimum 1 hour for remote labor and a 2 hour minimum for on-site labor will be charged. Customer agrees to hold MSP harmless for any delay in service, whether intentional or beyond the control of the MSP.

4. FEES AND PAYMENT SCHEDULE

Fee for Agreement shall be \$41,196.00 per year based on stated quantities of covered and included equipment, invoiced to Client on a quarterly basis, and will become due and payable on the first day of the initial SOW start date and thirty (30) days prior to the anniversary date of the SOW renewal. The first year will include an additional one-time setup fee of \$0.00. SOW will start once the one-time setup fee and first monthly agreement amount is received unless both parties agree upon other arrangements in writing. Sixty (60) days prior to the agreement renewal date, client will be billed for the next year. Unless special arrangements are made and agreed upon in writing, payment for the next agreement year must be received 30 days prior to the anniversary date or the agreement will be subject to termination. Prices for MSP Services and Labor may increase no more than once every 12 months with written notice.

*Recurring Payment Setup - Complete Authorization Form Below

S. LABOR & RATES

Remote Support: Unlimited Remote Support to maintain Microsoft Products is included in this SOW.
Onsite Support: To be billed at \$95.00 per hour.
Project (Add/Move/Change): To be billed at \$95.00 per hour.
3rd Party Software: To be billed at \$95.00 per hour.

Any Labor not covered under this SOW will be billed as follows:

Remote: 15 minute minimum, billed in 15 minute increments.

Onsite: 30 minute minimum, billed in 15 minute increments.

5.1 Labor to maintain any Hardware or Software in sections 6.1 and 6.2 is included in this SOW. All other labor will be billed at the rates listed above.

6. PRODUCTS INCLUDED (Hardware and/or Software)

- 6.1 **Hardware included:** (All included hardware is the property ofMSP and is provided as a Service)
No Hardware Is Included in this SOW
- 6.2 **Software included:** (All included software is the property ofMSP and is provided as a Service)
Managed Next-Gen Anti-Virus
Persistent Threat Detector
Management Agent

7. THIRD PARTY PROVIDER(S)

To enhance the services deliverables provided by MSP the MSP may utilize third party providers for certain services. In addition to the MSP, client may be legally bound to the third party provider's terms and conditions and any other agreements and documents presented by the third party provider that are required to provide the services, each as amended by the third party provider from time to time. Provider name and Terms and Conditions if any are included via link or attached in exhibit A- Third Party Provider Terms and Conditions. If no link, refer to Exhibit A. (where Provider Terms and Conditions can be included.)

8. SUITABILITY OF EXISTING ENVIRONMENT

Minimum Standards Required for Services

In order for Client's existing environment to qualify for Service Provider's Managed Services, the following requirements must be met:

1. All Servers with Microsoft Windows Operating Systems must be running Windows 2012 Server or later, and have all of the latest Microsoft Service Packs and Critical Updates installed.
2. All Desktop PC's and Notebooks/Laptops with Microsoft Windows Operating Systems must be running Windows IO or later and have all of the latest Microsoft Service Packs and Critical Updates installed.
3. All Server and Desktop Software must be Genuine, Licensed and Vendor-Supported.
4. An appropriately sized Guardian BDR must be used for Backup and Disaster Recovery
5. An appropriately sized Guardian Firewall must be used to protect the network.
6. The network must have Manageable Gigabit Switches.
7. All Wireless data traffic in the environment must be securely encrypted.
8. The Internet connection speed has to be a minimum of 5x5. (5Mbps UP and 5Mbps DOWN)
9. There must be an outside static IP address available for VPN access.
10. Our Guardian Email Defense Solution or the SPAM protection on the Guardian Firewall must be used

Costs required to bring Client's environment up to these Minimum Standards are not included in this Agreement.

Client **Initials:**

Date: **Mar 29, 2022**

9. SERVICES EXCLUDED UNDER THIS SOW INCLUDE:

1. Parts, equipment or software not covered by vendor/manufacturer warranty or support.
2. The cost of any parts, equipment, or shipping charges of any kind.
3. The cost of any Software, Licensing, Software Renewal or Upgrade Fees of any kind.
4. The cost of any 3rd Party Vendor, Manufacturer Support or Incident Fees of any kind.
5. The cost to bring Client's environment up to minimum standards required for Services.
6. Failure due to acts of God, building modifications, power failures or other adverse environmental conditions or factors.
7. Service and repair made necessary by the alteration or modification of equipment other than that authorized by MSP, including alterations, software installations or modifications of equipment made by Client's employees or anyone other than MSP.
8. Maintenance of Applications software packages, whether acquired from MSP or any other source unless as specified in **this SOW**.
9. Programming (modification of software code) and program (software) maintenance unless as specified in **this SOW**.
10. Training Services of any kind.

11. One way travel charges to locations more than 50 miles from Palm Desert, CA 92211
12. Recovery due to Virus Damage.
13. Any type of internet security monitoring, cyber security monitoring, cyber terrorism monitoring, or other cyber protections for the Client. MSP can assist in evaluating Clients specific needs, but it is understood and agreed that MSP does not offer nor provide cyber security unless included in this SOW

SOW does not include the installation of new hardware and/or software. These services can be provided at an additional cost to the Customer. Microsoft patches are included in the SOW. Any other software patches, upgrades and/or updates are not included in the SOW. SOW provides no warrnnty for anti-virus software or the repair of systems damaged by viruses. Any damage caused by a bad Microsoft patch is not covered under this SOW.

It is understood that any and all Services requested by Client that fall outside of the terms of this Agreement will be considered Projects, and will be quoted and billed as separate, individual Services. SOW does not include the installation of new hardware and/or software and such will be billed as separate Services.

Initials: fidl.

Date: Mar 29, 2022

This SOW No. 03012022VSD is effective only upon execution by MSP and Client. Each party hereto WatTants and represents that this SOW No. 03012022VSD the Agreement constitute the legal, valid, and binding obligation of such party as of the SOW Effective Date.

Southwest Networks, Inc

Matthew J Disher

Matthew Disher, President

Date: Mar 29, 2022

Valley Sanitary District

r;;;w3-;,, X1\|'"hSL>t

Name

Date: Mar 29, 2022

General Manager

Title

Exhibit A
THIRD PARTY PROVIDER TERMS AND CONDITIONS
N/A

Office 365 - <https://portal.office.com/commerce/mosa.aspx>

Exhibit B Inventory

Hostname	Model	Type	Serial Number
SCADAI	S2600WFT	Server	BQPW80300177
SCADA2	S2600WFT	Server	BO.PW80300176
VALSAN-WEB	VMware Virtual Platform	Server	Vmware
VSD-APPS	VMware Virtual Platform	Server	Vmware
VSD-DCI	VMware7,1	Server	Vmware
VSD-DT17-6DBT	HP ProDesk 600 G3 DM	Desktop	8CG7426DBT
VSD-DT17-6F7C	HP ProDesk 600 G3 DM	Desktop	8CG7426F7C
VSD-DT18-1T9T	HP Z2 Mini G3 Workstation	Desktop	2UA8111T9T
VSD-DT18-280R	HP ProDesk 600 G3 DM	Desktop	8CG811280R
VSD-DT18-280X	HP ProDesk 600 G3 DM	Desktop	8CG811280X
VSD-DT18-2B2F	HP ProDesk 600 G3 DM	Desktop	8CG8112B2F
VSD-DT18-3NQV	HP ProDesk 600 G3 DM	Desktop	8CG8103NQV
VSD-DT19-1YM8	HP ProDesk 600 G4 SFF	Desktop	MXL9171YM8
VSD-DT19-2CH N	HP ProDesk 600 G4 SFF	Desktop	MXL9164ZXR
VSD-DT19-2CP4	HP ProDesk 600 G4 SFF	Desktop	MXL9212CP4
VSD-DT19-4ZV8	HP ProDesk 600 G4 SFF	Desktop	MXL9164ZV8
VSD-DT19-4ZVC	HP ProDesk 600 G4 SFF	Desktop	MXL9164ZVC
VSD-DT19-4ZVL	HP ProDesk 600 G4 SFF	Desktop	MXL9164ZVL
VSD-DT19-4ZW2	HP ProDesk 600 G4 SFF	Desktop	MXL9164ZW2
VSD-DT19-4ZW6	HP ProDesk 600 G4 SFF	Desktop	MXL9164ZW6
VSD-DT19-4ZW9	HP ProDesk 600 G4 SFF	Desktop	MXL9164ZW9
VSD-DT19-4ZWH	HP ProDesk 600 G4 SFF	Desktop	MXL9164ZWH
VSD-DT19-4ZWW	HP ProDesk 600 G4 SFF	Desktop	MXL9164ZWW
VSD-DT19-4ZWX	HP ProDesk 600 G4 SFF	Desktop	MXL9164ZWX
VSD-DT19-4ZXR	HP ProDesk 600 G4 SFF	Desktop	MXL9212CNH
VSD-DT20-2SMR	HP ProDesk 600 GS Desktop Mini	Desktop	MXL0162SMR
VSD-DT20-2MP1	HP ProDesk 600 GS SFF	Desktop	MXL01S2MP1
VSD-DT21-03BD	HP ProDesk 600 G6 Desktop Mini PC	Desktop	MXLOS303BD
VSD-DT21-03BN	HP ProDesk 600 G6 Desktop Mini PC	Desktop	MXL05303BN
VSD-DT21-03DW	HP ProDesk 600 G6 Desktop Mini PC	Desktop	MXL0S303DW
VSD-DT21-03F3	HP ProDesk 600 G6 Desktop Mini PC	Desktop	MXL0S303F3
VSD-DT21-03F8	HP ProDesk 600 G6 Desktop Mini PC	Desktop	MXL05303F8
VSD-DT21-03YR	HP ProDesk 600 G6 Desktop Mini PC	Desktop	MXL05303YR
VSD-DT21-03YY	HP ProDesk 600 G6 Desktop Mini PC	Desktop	MXL0S303YY
VSD-DT21-3G8B	HP Z2 Tower GS Workstation	Desktop	MXL1413G8B
VSD-DT21-540N	HP ProDesk 600 G6 Desktop Mini PC	Desktop	MXL116540N
VSD-DT21-5414	HP ProDesk 600 G6 Desktop Mini PC	Desktop	MXL1165414
VSD-DT21-S746	HP ProDesk 600 G6 Desktop Mini PC	Desktop	MXL1385746

VSD-DT21-59FT	HP ProDesk 600 G6 Desktop Mini PC	Desktop	MXL13859FT
VSD-DT21-59HW	HP ProDesk 600 G6 Desktop Mini PC	Desktop	MXL13859HW
VSD-FIN	VMware Virtual Platform	Server	Vmware
VSD-LF	VMware Virtual Platform	Server	Vmware
VSD-LT17-9145	CF-54-2	Laptop	71TSA59145
VSD-LT19-1L79	HP EliteBook 850 GS	Laptop	5CG8521L79
VSD-LT19-67VB	HP ProBook 450 G6	Laptop	5CD85167VB
VSD-LT19-78MJ	HP ProBook 450 G6	Laptop	SCD92578MJ
VSD-LT20-6PTJ	81CA	Laptop	MP1G6PTJ
VSD-LT20-6RYW	81CA	Laptop	MP1G6RYW
VSD-LT20-7PWH	HP ENVY Laptop 17m-cg0xxx	Laptop	CND0457PWH
VSD-LT20-7QSQ	HP ENVY Laptop 17m-cg0xxx	Laptop	CND0457QSQ
VSD-LT20-81QQ	HP ENVY x360 Convertible 15m-ed1xxx	Laptop	CND03981QQ
VSD-LT20-81WY	HP ENVY x360 Convertible 15m-ed1xxx	Laptop	CND03981WY
VSD-LT20-8297	HP ENVY x360 Convertible 15m-ed1xxx	Laptop	CND0398297
VSD-LT20-AA1M	81XG	Laptop	MP1QAA1M
VSD-LT21-0X7L	HP ProBook 450 G8 Notebook PC	Laptop	SCD1400X7L
VSD-LT21-8KFS	HP ProBook 450 G8 Notebook PC	Laptop	5CD0458KFS
VSD-LT21-8KPM	HP ProBook 450 G8 Notebook PC	Laptop	5CD0458KPM
VSD-LT21-8KS9	HP ProBook 450 G8 Notebook PC	Laptop	5CD0458KS9
VSD-LT21-8KSJ	HP ProBook 450 G8 Notebook PC	Laptop	5CD0458KSJ
VSD-LT21-8KSV	HP ProBook 450 G8 Notebook PC	Laptop	5CD0458KSV
VSD-LT21-8KT4	HP ProBook 450 G8 Notebook PC	Laptop	SCD0458KT4
VSD-LT22-C5YN	HP ProBook 450 G8 Notebook PC	Laptop	SCD142C5YN
VSD-OPS1	VMware7,1	Server	Vmware
VSD-SCC	VMware Virtual Platform	Server	Vmware
VSD-SP22-301J	Surface Pro 8	Laptop	0F01NHV214301J
VSD-WS19-1V6B	22G4e	Desktop	MXL9161V6B
VSD-WS19-1V6P	HP 22 Mini G4 Workstation	Desktop	MXL9161V6P
VSD-WS21-1NSP	HP 22 Mini GS Workstation	Desktop	MXL1471N5P
VSD-WS21-3DV1	HP 22 Mini GS Workstation	Desktop	MXL1063DV1

Exhibit C

Response and Resolution Times

The following table shows the targets of response and resolution times for each priority level during regular business hours Monday through Friday excluding holidays 8:00 AM to 5:00 PM:

Trouble	Priority	Response time (in hours) *	Resolution time (in hours) *	Escalation threshold (in hours)
Service not available (all users and functions unavailable).	1	Within 1 hour	ASAP - Best Effort	2 hours
Significant degradation of service (large number of users or business critical functions affected)	2	Within 4 hours	ASAP - Best Effort	8 hours
Limited degradation of service (limited number of users or functions affected, business process can continue).	3	Within 24 hours	ASAP - Best Effort	48 hours
Small service degradation (business process can continue, one user affected).	4	Within 48 hours	ASAP - Best Effort	96 hours

Support Tiers

The following details and describes our Support Tier levels:

Support Tier	Description
Tier 1 Support	All support incidents begin in Tier 1, where the initial trouble ticket is created, the issue is identified and clearly documented, and basic hardware/software troubleshooting is initiated.
Tier 2 Support	All support incidents that cannot be resolved with Tier 1 Support are escalated to Tier 2, where more complex support on hardware/software issues can be provided.
Tier 3 Support	Support Incidents that cannot be resolved by Tier 2 Support are escalated to Tier 3, where support is provided by a senior Engineer who has the ability to collaborate with 3 rd Party (Vendor) Support Engineers to resolve the most complex issues.

Created:	2022-03-15
By:	Matt Disher (mdisher@southwest-networks.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAM094DTmqi2pku4ISroyOIZ3zR95zrt-A

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Valley Sanitary District

DATE: June 27, 2023
TO: Board of Directors
FROM: Jeanette Juarez, Chief Administrative Officer
SUBJECT: Approve Blanket Purchase Orders for The Listed Vendors and Amounts for The Fiscal Year 2023/24 in a Total Amount Not to Exceed \$2,270,931

Suggested Action

Approve

Strategic Plan Compliance

GOAL 6: Improve Planning, Administration and Governance

Fiscal Impact

The fiscal impact for the proposed blanket purchase orders is \$2,270,931. The expenditures are included in the fiscal year 2023/24 Operating and Capital Budget.

Environmental Review

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

Background

The District purchasing policy adopted on September 24, 2019, qualifies the attached vendors as exempt from approval and subject to a blanket purchase order as the purchasing mechanism. Blanket Purchase Orders (BPOs) may be used with vendors that are expected to supply repetitive-use products or services to VSD on an ongoing and/or regular basis throughout the year.

BPOs are closed at the conclusion of each fiscal year. Examples of open purchase orders may include contract services such as maintenance, landscaping, janitorial services, uniforms or supplies, and

materials including sodium hypochlorite chemicals and similar items.

District staff has reviewed the purchases for the past fiscal year and the expenditures outlined within the Operating and Capital Budget for 2023/24. Staff identified \$2,270,931 of purchases that are needed for the normal course of business.

Recommendation

Staff recommends that the Board of Directors approve blanket purchase orders for the listed vendors and amounts for the fiscal year 2023/24 in a total amount not to exceed \$2,270,931.

Attachments

[6.5 Attachment A Blanket Purchase Order FY24.pdf](#)

Valley Sanitary District

Proposed Blanket Purchase Orders - Board

FY 2023 / 2024

Vendor Name	Blanket PO	GL#	Description	Purchase	0	414-3	414-4	410-1	414-1	414-2	412-1	411-1	Total
	2023 / 2024			Order #	No Dept	Admin	Board	Coll	Eng	Lab	Maint	Ops	
Babcock	\$15,000	11-5750414-2 RESEARCH AND MONITORING	Research and testing							\$ 15,000.00			\$15,000
Best, Best, & Krieger	\$45,000	11-5552414-3 LEGAL SERVICES	Costs Associated with General Legal Counsel			\$ 45,000.00							\$45,000
Best, Best, & Krieger	\$40,000	11-5552414-4 LEGAL SERVICES	Costs Associated with General Legal Counsel				\$ 40,000.00						\$40,000
Caltest	\$40,000	11-5750414-2 RESEARCH AND MONITORING	Research and testing							\$ 40,000.00			\$40,000
Cintas Corp	\$23,463	11-51524XX-X UNIFORM SERVICES	Clothing					\$ 2,700.00	\$ 2,700.00	\$ 2,463.00	\$ 8,600.00	\$ 7,000.00	\$23,463
Cintas Corp	\$22,725	11-5152412-1 UNIFORM SERVICES	Mats, Shop Towels, Etc, and Fees								\$ 22,725.00		\$22,725
Coachella Valley History Museum	\$30,000	11-5500414-3 CONTRACTS	Community Outreach and Exhibit			\$ 30,000.00							\$30,000
Coachella Valley Water District	\$50,000	11-8660000-0 GENERAL PLANT FACILITIES	Coachella Valley Integrated Regional Water Management Plan (IRWMP)			\$ 50,000.00							\$50,000
Coachella Valley Water District	\$50,000	11-8660000-0 GENERAL PLANT FACILITIES	Salt and Nutrient Management Plan (SNMP)			\$ 50,000.00							\$50,000
Davis Farr	\$31,610	11-5554414-3 ACCOUNTING SERVICES	Annual Audit			\$ 31,610.00							\$31,610
Desert Arc	\$71,500	11-5500412-1 CONTRACTS	Janitorial and Landscaping Services (Desert Arc)								\$ 71,500.00		\$71,500
Enthalpy	\$36,500	11-5750414-2 RESEARCH AND MONITORING	Research and testing							\$ 36,500.00			\$36,500
Golden Bell	\$53,320	11-5500410-1 CONTRACTS	Roach Control Program (Golden Bell)					\$ 53,320.00					\$53,320
Indio Water Authority	\$300,000	11-8660000-0 GENERAL PLANT FACILITIES	Water Reuse Project (EVRA JPA)			\$300,000.00							\$300,000
NPDES Permit	\$57,500	11-5420411-1 PERMITS AND FEES	Annual Permit Fee									\$ 57,500.00	\$57,500
Polydyne, Inc.	\$82,000	11-5450411-1 SUPPLIES	Polymer									\$ 82,000.00	\$82,000
Southwest Networks, Inc.	\$70,000	11-5553414-3 MISC. PROFESSIONAL SERVICES	Computer Consulting			\$ 70,000.00							\$70,000
Southwest Networks, Inc.	\$41,484	11-5500414-3 CONTRACTS	Computer Maintenance (Southwest Networks)			\$ 41,484.00							\$41,484
Superior Protection Consultants	\$147,404	11-5500414-3 CONTRACTS	Plant Security (Superior Protection Consultants)			\$147,404.00							\$147,404
SYNAGRO	\$400,000	11-5500411-1 CONTRACTS	Sludge Disposal And Transportation									\$ 400,000.00	\$400,000
Townsend Public Affairs	\$60,000	11-5500414-3 CONTRACTS	State Advocacy			\$ 60,000.00							\$60,000
Trimax Systems Inc.	\$50,000	11-5500411-1 CONTRACTS	Trimax Treatment Plant Upgrades for SCADA System									\$ 50,000.00	\$50,000
Tritech Software	\$33,000	11-5500412-1 CONTRACTS	Central Square EAM Asset Management Lucity								\$ 33,000.00		\$33,000
Univar	\$377,925	11-5470411-1 CHEMICALS	Sodium Hypochlorite (Univar)									\$ 377,925.00	\$377,925
Univar	\$105,000	11-5470411-1 CHEMICALS	Sodium Bisulfite (Univar)									\$ 105,000.00	\$105,000
Univar	\$37,500	11-5470411-1 CHEMICALS	Ferric Chloride (Univar)									\$ 37,500.00	\$37,500
TOTAL	\$ 2,270,931				\$ -	\$825,498.00	\$ 40,000.00	\$ 56,020.00	\$ 2,700.00	\$ 93,963.00	\$135,825.00	\$1,116,925.00	\$ 2,270,931



Valley Sanitary District

DATE: June 27, 2023
TO: Board of Directors
FROM: Jeanette Juarez, Chief Administrative Officer
SUBJECT: Discuss The Proposed Compensation Rate for Directors of The Valley Sanitary District Board and Set a Public Hearing Date of July 11, 2023

Suggested Action

Action

Strategic Plan Compliance

GOAL 6: Improve Planning, Administration and Governance

Fiscal Impact

The fiscal impact depends upon the amount that the Board selects for the new rate of compensation.

Environmental Review

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

Background

The California Health & Safety Code §6489 (Attachment A) established the compensation rate cap of \$100 per day of service as of 1987. Each year the Board can increase the rate by no more than 5% each calendar year following the operative date of the last adjustment of the compensation that is received when the ordinance is adopted. Based on the annual escalator, the allowable rate for the calendar year is \$330 for each regular or special meeting of the Board or Board Committee attended by the Director or for each Day of Service rendered by the Director at the request of the Board with a maximum allotment of six (6) meetings per month.

Ordinance No. 2021-120 (Attachment C) states that The Board of Directors shall review their

compensation each July to determine whether it should be increased in accordance with California Health and Safety Code §6489 et seq. A five percent (5%) increase will be added to the compensation annually in September, only after review and approval from the Board of Directors.

The last time the directors' compensation was changed was in September 2021 when the Board adopted Ordinance 2021-120 (Attachment C) and increased the rate to \$300 per day of service. If the Board chooses to adopt a new rate of compensation, it will become effective 60 days from the date the ordinance is adopted.

Recommendation

Staff recommends that the Board discuss the rate of compensation for directors, recommend the proposed change, set the public hearing for July 11, 2023, and direct staff to publish the notice of the public hearing.

Attachments

[6.6 Attachment A Health and Safety Code.pdf](#)

[6.6 Attachment B Board Member Compensation Comparison.pdf](#)

[6.6 Attachment C Ordinance #120 - Setting Board Member Compensation.pdf](#)

[6.6 Attachment D Public Hearing Notice Board Compensation.doc](#)



California LEGISLATIVE INFORMATION

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HEALTH AND SAFETY CODE - HSC

DIVISION 6. SANITARY DISTRICTS [6400 - 6982] (Division 6 enacted by Stats. 1939, Ch. 60.)

PART 1. SANITARY DISTRICT ACT OF 1923 [6400 - 6830] (Heading of Part 1 amended by Stats. 1939, Ch. 1124.)

CHAPTER 3. Officers [6480 - 6501] (Chapter 3 enacted by Stats. 1939, Ch. 60.)

6489. (a) Subject to subdivision (b), each of the members of the board shall receive compensation in an amount not to exceed one hundred dollars (\$100) per day for each day's attendance at meetings of the board or for each day's service rendered as a director by request of the board, not exceeding a total of six days in any calendar month, together with any expenses incident thereto.

(b) The district board, by ordinance adopted pursuant to Chapter 2 (commencing with Section 20200) of Division 10 of the Water Code, may increase the compensation received by board members above the amount of one hundred dollars (\$100) per day.

(c) The secretary of the sanitary board shall receive compensation to be set by the sanitary district board, which compensation shall be in lieu of any other compensation to which he or she may be entitled by reason of attendance at the meeting or meetings of the sanitary board.

(d) For purposes of this section, the determination of whether a director's activities on any specific day are compensable shall be made pursuant to Article 2.3 (commencing with Section 53232) of Chapter 2 of Part 1 of Division 2 of Title 5 of the Government Code.

(e) Reimbursement for these expenses is subject to Sections 53232.2 and 53232.3 of the Government Code.

(Amended by Stats. 2005, Ch. 700, Sec. 12. Effective January 1, 2006.)



WATER CODE - WAT

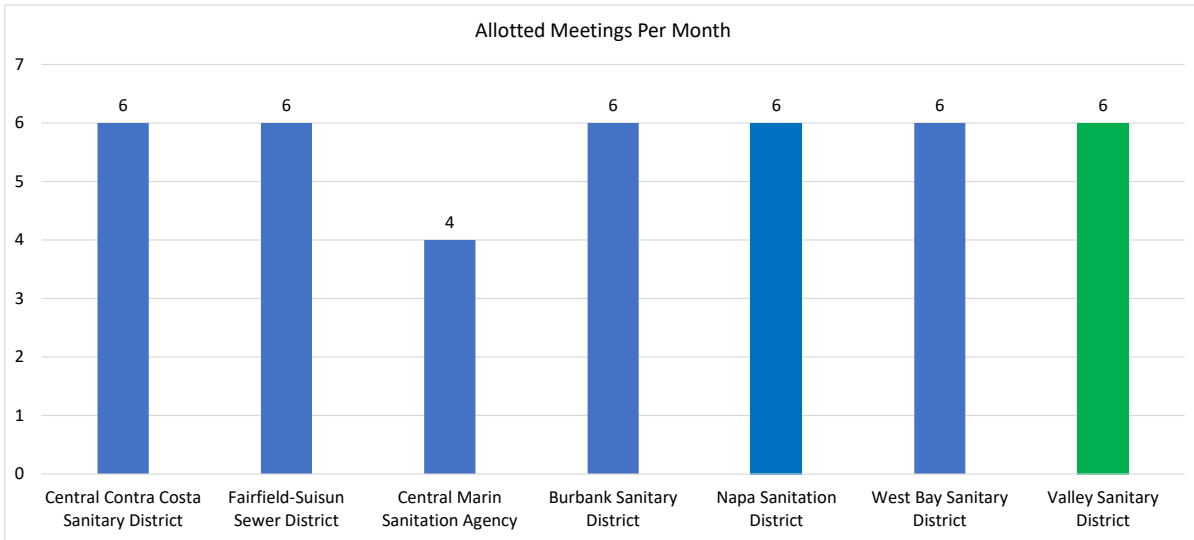
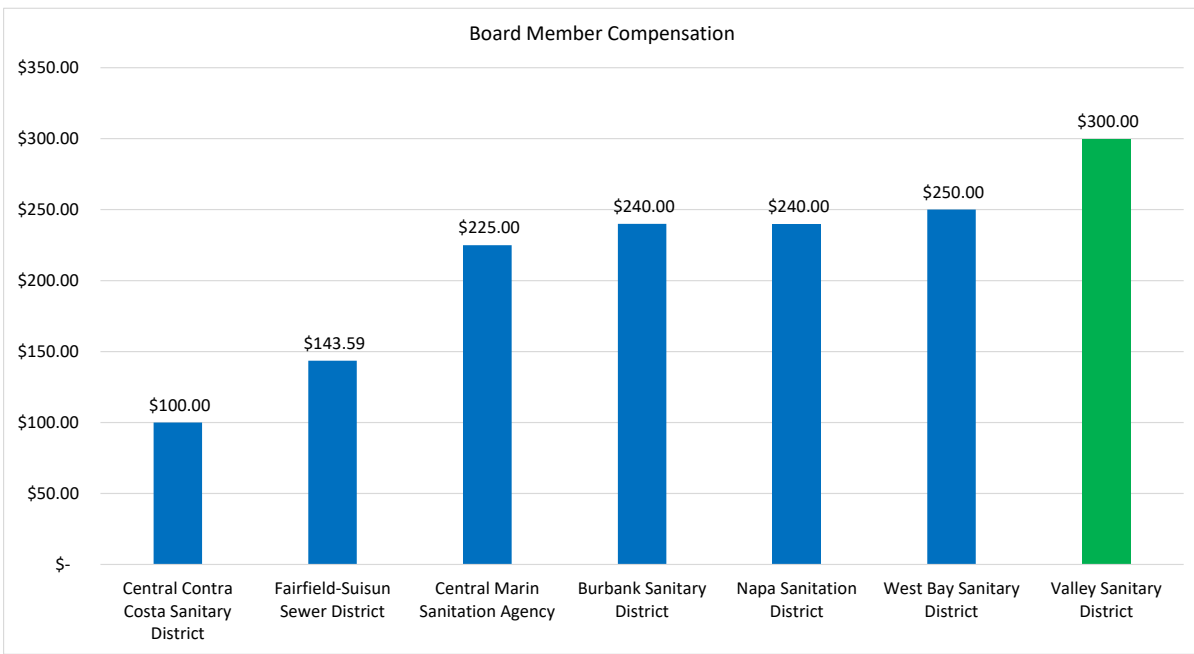
DIVISION 10. FINANCIAL SUPERVISION OF DISTRICTS [20200 - 20220] (*Division 10 added by Stats. 1943, Ch. 371.*)

CHAPTER 2. Compensation of Water District Directors [20200 - 20207] (*Chapter 2 added by Stats. 1984, Ch. 186, Sec. 1.*)

20202. In any ordinance adopted pursuant to this chapter to increase the amount of compensation which may be received by members of the governing board of a water district above the amount of one hundred dollars (\$100) per day, the increase may not exceed an amount equal to 5 percent, for each calendar year following the operative date of the last adjustment, of the compensation which is received when the ordinance is adopted.

No ordinance adopted pursuant to this chapter shall authorize compensation for more than a total of 10 days in any calendar month.

(*Amended by Stats. 1989, Ch. 111, Sec. 1.*)



ORDINANCE NO. 2021-120

**AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE VALLEY SANITARY DISTRICT
SETTING BOARD MEMBER COMPENSATION**

WHEREAS, Valley Sanitary District (VSD) is a sanitary district formed pursuant to the provisions of the Sanitary District Act of 1923, California Health and Safety Code §6489 et seq.; and

WHEREAS, California Health & Safety Code §6489, California Government Code §53232 et seq. and Water Code §20201 and §20202 set forth provisions governing compensation of the members (Directors) of the District Board of Directors (Board); and the Water Code permits a compensation increase of up to five percent (5%) for each calendar year following the operative date of the last adjustment of the compensation that is received when the ordinance is adopted; and

WHEREAS, the Health and Safety Code limits board Member compensation to no more than six (6) days' service in a calendar month; and

WHEREAS, the Board of Directors of Valley Sanitary District last adjusted its compensation in January, 2016, raising it to \$250 per meeting; and

WHEREAS, since no adjustments were made in subsequent years, the Board may approve an increase of up to five percent (5%) for each year an increase was not taken, to capture the permitted increases not taken in 2017-2021; and

WHEREAS, any such increase shall not be effective for at least sixty (60) days from the date of final passage.

NOW, THEREFORE, the Board of Directors of Valley Sanitary District **ORDAINS AS FOLLOWS**:

1. Compensation

- a. **Board Meeting/Board Committee Meeting/Day of Service.** Each Director of the District Board of Directors shall receive compensation in the amount of three hundred dollars (\$300) for each regular or special meeting of the Board or Board Committee attended by the Director or for each Day of Service rendered by the Director at the request of the Board.
- b. **Limitations.** Notwithstanding any other provisions of this Ordinance, the total compensation paid to a Board Director in a calendar month for attending regular or special meetings of the Board or a Board Committee and for rendering Days of Service shall not exceed one thousand eight hundred dollars (\$1,800), which is the equivalent of six (6) times the Board Meeting/Board Committee Meeting/Day of Service compensation set forth in Section 1a. above. Payments for attending Board or Board Committee meetings or rendering Days of Service in one calendar month shall not be transferred to another calendar month to avoid this limitation.
- c. **Increase.** The Board of Directors shall review their compensation each July to determine whether it should be increased in accordance with California Health and Safety Code §6489 et seq. A five percent (5%) increase will be added to the compensation annually in September, only after review and approval from the Board of Directors.

2. **Day of Service at Request of the Board.** For purposes of this Ordinance, a Director renders a Day of Service at the request of the Board when the Director attends a meeting, conference, or seminar pursuant to either a formal action taken by the Board or a Standing Day of Service Request, as defined in Section 3, below. In addition, a travel day shall constitute a separate Day of Service requested by the Board, provided (i) the travel is undertaken during normal business hours on the day preceding or following a

Day of Service for the purpose of arriving at or departing from the location of that Day of Service and (ii) such travel exceeds one hundred and twenty-five (125) miles one way.

3. Standing Day of Service Request


- a. Each Director of the Board is hereby requested to attend scheduled meetings of any of the organizations on the following list:
 - 1) California Association of Sanitation Agencies (CASA)
 - 2) California Sanitation Risk Management Authority (CSRMA)
 - 3) California Special Districts Association (CSDA)
 - 4) Coachella Valley Association of Governments (CVAG)
 - 5) Colorado River Basin Regional Water Quality Control Board
- b. Attendance at any meeting, conference, or seminar listed above is subject to each Director's personal availability and any limitations posed by individual schedules.

4. **Repeal of Ordinance No. 2016-119.** Ordinance No. 2016-119 is hereby repealed in its entirety.

5. **Effective Date.** This Ordinance shall take effect September 11, 2021, sixty (60) days from adoption of this Ordinance by the Board of Directors.

ADOPTED, SIGNED, AND APPROVED this 13 day of July, 2021, by the following roll call vote:

AYES: Canero, Coleman, Duran, Sear, Teague
 NAYES: None
 ABSENT: None
 ABSTAIN: None



 Scott Sear, President

ATTEST:



 Debora Canero, Secretary-Treasurer

VALLEY SANITARY DISTRICT

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Board of Directors of Valley Sanitary District will hold a public hearing on a proposed ordinance to increase the compensation paid to the District's Board of Directors pursuant to Health and Safety Code §6489(b) and Water Code §20202. The current compensation rate is \$300 per day for attendance at meetings of the Board or services rendered at the request of the Board. The Board proposes that the compensation be increased to \$330.

Prior to the adoption of an ordinance to affect the proposed compensation increase, the District Board will hold a public hearing at which any interested person is invited to attend and address the Board concerning the proposal.

The Board of Director's hearing will be held Tuesday, July 11, 2023 at 1:00 p.m. in the District Office located at 45-500 Van Buren Street, Indio, California.

Dated: June 27, 2023

By order of the Board of Directors

Jason Dafforn, General Manager

Publish 6/29/2023 & 7/06/2023



Valley Sanitary District

DATE: June 27, 2023
TO: Board of Directors
FROM: Jeanette Juarez, Chief Administrative Officer
SUBJECT: Discuss Employee Gym Membership Reimbursement and Provide Direction

Suggested Action

Discuss

Strategic Plan Compliance

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

Fiscal Impact

The fiscal impact for this report is \$420 annually per participating employee.

Environmental Review

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

Background

Valley Sanitary District provides employees with a health and well-being allowance benefit of up to \$35 per month for expenses related to exercise, good health, and personal well-being. Examples of eligible items include:

- Enrollment in gym memberships
- Exercise and fitness classes
- Fitness technology (Fitbit, Peloton, Mirror, etc.).

Only full-time, permanent employees are eligible for this allowance.

Expenses will be reimbursed once a year for a maximum benefit of \$420 per fiscal year (July 1 – June 30).

In the fiscal year 2021/22 eight (8) employees participated in the program for a total reimbursement of \$2,546.

The Board requested the item be brought to the full Board for discussion and review to determine the continuation of the program. The item is included as item 26 of Resolution 2023-1178 a resolution of the Board of Directors of Valley Sanitary District amending employee wages & benefits effective July 1, 2023. Should the Board determine to eliminate the program an amendment to Resolution 2023-1178 would need to be executed.

Recommendation

Staff recommends that the Board of Directors review and provide direction regarding the employee gym membership reimbursement program.

Attachments

[6.7 Attachment A 2023-1178 Amending Wages & Benefits for FY24.pdf](#)

RESOLUTION NO. 2023-1178
A RESOLUTION OF THE BOARD OF DIRECTORS OF VALLEY SANITARY
DISTRICT AMENDING EMPLOYEE WAGES & BENEFITS EFFECTIVE JULY 1, 2023,
AND RESCINDING RESOLUTION 2022-1171

The General Manager submitted to the Board of Directors a comprehensive budget for Fiscal Year 2023-24 that included employee wages and benefits; and,

The Board of Directors has considered the issues relating to employee wages and benefits from an economic viewpoint and has concluded that a Cost-of-Living Adjustment (COLA) adjustment is warranted.

The Board of Directors of Valley Sanitary District resolves:

1. The Wage Schedule attached to this Resolution as Exhibit 1 replaces the Wage Schedules adopted on September 27, 2022.
2. Retirement Plan: The District participates in the California Public Employees Retirement Plan (CalPERS). The plan for "Classic" employees is 2.5%@55 and the plan for "New Members" (PEPRA) is 2.0%@62.
3. Employer Contribution to CalPERS: The District will contribute to CalPERS the established employer contribution rate of 14.200% toward retirement of all "Classic" employees enrolled in the Tier 1 Retirement Plan and 8.00% for all "PEPRA" employees enrolled in the Tier 2 Retirement Plan.
4. Employee Contribution to CalPERS: Employees will contribute the employee contribution rate of 7.960% for all "Classic" employees enrolled in the Tier 1 Retirement Plan and 8.250% for all "PEPRA" employees enrolled in the Tier 2 Retirement Plan.
5. Social Security and Medicare: In addition to participation in CalPERS, the District participates in Social Security and Medicare programs with the District and employees each responsible for their respective portion as mandated by the Social Security Administration.
6. Medical Plan Premiums: The District will contribute the required PEMHCA Minimum Employer Contribution to CalPERS on behalf of employees for enrollment in one of the available medical plans through CalPERS. The contribution amount for the calendar year 2023 is \$151 per month. Effective January 1, 2024, the contribution amount will increase to \$157.
7. Cafeteria Plan: The District will contribute up to \$2,287 into the District's cafeteria plan toward medical, dental, and vision plan premiums. The cost of the premiums that exceed the District's contribution will be paid by the employee through payroll deduction. If an employee chooses medical, dental, and vision plans that are less than the District's contribution, the District will contribute only the actual premium cost.

8. **Cash-in-Lieu:** Employees who waive enrollment in one of the available medical plans, and who provide proof of enrollment in another qualifying medical plan, will receive a monthly stipend of \$450.

9. **Director's Health Benefits:** Board members are offered a medical, vision, and dental stipend for the calendar year. The annual amount is set at the monthly PEMHCA rate established by CalPERS multiplied by 12 months.

10. **Longevity Pay:** Employees will receive an incentive to encourage longevity with the District upon completion of their 7th anniversary with the District. The initial amount will be \$100 per month. Each five-year anniversary following the first milestone will increase the premium by \$100. The premium, and each subsequent increase, will become effective the first day of the pay period following each longevity milestone anniversary.

11. **Standby Pay:** Employees assigned to standby will receive special assignment pay of \$43.00 per weekday and \$85.00 per Saturday, Sunday, and District observed holidays. The table below is used to determine call-back or call-back 2 pay:

TYPE	HOURS WORKED	HOURS PAID	RATE	TRAVEL TIME
Call-back	≤ 1 hour 29 minutes	Two-hour minimum	Hourly Rate	None
Call-back 2	≥ 1 hour 30 minutes	Actual time worked	Overtime Rate	30 Minutes

12. **Shift Differential:** Employees whose assigned shift includes Saturday or Sunday will receive special assignment pay of 5% of the base hourly pay rate for the hours worked on Saturday or Sunday. This differential will not be paid for hours worked on the other days of the employee's shift.

13. **Uniforms:** Employees in specific job classifications are required to wear uniforms for health and safety. The District furnishes and launders the uniforms and reports the value to CalPERS as required.

14. **Safety Shoes:** Employees in specific job classifications that are required to wear safety shoes will be reimbursed up to \$250 each year for the purchase of appropriate footwear.

15. **Bi-Lingual Pay:** Employees assigned to be available to translate or interpret in the course of their work will receive special assignment pay of \$100 per month.

16. **Certification Incentive Pay:** Employees that achieve a certification that is required by their job classification but is at a grade higher than what is required, and no higher classification exists in the classification series, will receive an amount equivalent to 5% of their base hourly pay rate.

17. Lateral Certification Incentive Pay: Employees who obtain and maintain a certification that is *not* required by their classification will receive an incentive. Effective September 1, 2022, employees approved for a new certification will receive an incentive of \$150 per month for each certification. No additional incentive will be given for higher certification levels. Employees who were enrolled in the lateral certification program before September 1, 2022, that receive amounts that exceed \$150 per month will phase down equally such that they will be phased down to \$150 per month by June 30, 2025.

18. Holidays: The District observes the following holidays. If a holiday falls on a Saturday, it will be observed on the preceding Friday. If a holiday falls on a Sunday, it will be observed on the following Monday.

Holiday Title	Holiday Date
New Year's Day	January 1
MLK Jr. Birthday	3 rd Monday in January
Presidents' Day	3 rd Monday in February
Cesar Chavez Day	March 31
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	4 th Thursday in November
Native American Heritage Day	Friday after Thanksgiving Day
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31

Employees will be paid for eight hours of time off on each holiday. Employees working alternative schedules (9/80) will be paid for eight hours of time off on each holiday and will be given the option for the remaining one or two hours to utilize Vacation or Administrative Leave or to work the one or two hours in the same pay period in which the holiday falls.

For employees assigned to the "Operator of the Day" shift, a 10-hour shift, will be paid an additional two hours (for a total of 10 hours per holiday), which is consistent with long-standing practice.

19. Vacation Leave: Employees accrue vacation leave based on years of service and may take this leave per District policy.

20. Sick Leave: Full-time employees accrue 12 sick days (96 hours) each year. Employees may cash out up to one-half of their sick leave balance each year or upon separation from the District, as allowed by District policy.

21. Management Leave: FLSA exempt employees receive 40 hours of Management Leave each calendar year. Unused hours are not carried over to the next calendar year.

22. Tuition Reimbursement: The District will reimburse employees for approved tuition and course materials up to \$1,000 per quarter, semester, or course, with a maximum reimbursement of \$3,000 per employee per fiscal year.

23. Life Insurance: The District will enroll employees in a life insurance plan at no cost to the employee. The plan coverage is equivalent to the employee's annual base wages, with a minimum of \$50,000, \$10,000 for their spouse, and \$5,000 per dependent child up to 26 years of age.

24. Short-Term Disability: The District participates in the State of California Short-Term Disability Plan. Employees are required to contribute to this plan through payroll deduction.

25. Long-Term Disability: The District participates in a long-term disability plan at no cost to employees.

26. Wellness Program: The District will reimburse employees once each fiscal year for enrollment in gym memberships, exercise and fitness classes, or fitness technology (Fitbit, Peloton, Mirror, etc.). The maximum reimbursement is \$420.

27. Deferred Compensation (457) Plan: Each employee at the District can voluntarily participate, at their own expense, in one of the deferred compensation plans offered by the District through payroll deduction. The District does not match employee contributions into these plans.

28. Except as noted, the effective date of these changes is July 1, 2023.

29. Resolution 2022-1171 is rescinded.


ADOPTED this 23rd day of May 2023, by the following roll call vote.

AYES: Barnum, Canero, Duran, Sear, Teague

NAYES: None

ABSENT: None

ABSTAIN: None



Debra Canero, President

ATTEST:



Scott Sear, Secretary/Treasurer

WAGE SCHEDULE



Valley Sanitary District
 Wage Schedule, Effective July 1, 2023
 Bi-Weekly Rate

Job Title	Steps						
	A	B	C	D	E	F	G
Accounting Technician	2,485	2,609	2,739	2,877	3,021	3,171	3,330
Accounting Analyst	3,153	3,311	3,477	3,650	3,832	4,024	4,226
Administrative Assistant	2,373	2,491	2,615	2,746	2,883	3,027	3,179
Assistant Engineer	3,497	3,672	3,856	4,048	4,251	4,463	4,687
Associate Engineer	3,908	4,102	4,308	4,523	4,749	4,987	5,235
Collection System Tech-in-Training	2,074	2,178	2,287	2,400	2,521	2,647	2,779
Collection System Tech I	2,305	2,420	2,540	2,667	2,800	2,941	3,087
Collection System Tech II	2,540	2,667	2,800	2,941	3,087	3,242	3,405
Collection System Tech III	2,800	2,941	3,087	3,242	3,405	3,574	3,753
Clerk of the Board	2,727	2,864	3,007	3,157	3,315	3,481	3,655
Development Services Tech I	2,714	2,850	2,992	3,141	3,299	3,464	3,637
Development Services Tech II	2,992	3,141	3,299	3,464	3,637	3,818	4,010
Development Services Tech III	3,299	3,464	3,637	3,818	4,010	4,210	4,420
Electrician/Inst Tech-in-Training	2,287	2,400	2,521	2,647	2,779	2,918	3,064
Electrician/Inst Tech I	2,572	2,701	2,837	2,979	3,127	3,284	3,448
Electrician/Inst Tech II	2,837	2,979	3,127	3,284	3,448	3,621	3,801
Electrician/Inst Tech III	3,127	3,284	3,448	3,621	3,801	3,991	4,190
Engineering Technician	2,964	3,112	3,268	3,431	3,603	3,783	3,972
Environmental Comp Tech I	2,529	2,656	2,789	2,928	3,075	3,228	3,389
Environmental Comp Tech II	2,789	2,928	3,075	3,228	3,389	3,559	3,738
Environmental Comp Tech III	3,075	3,228	3,389	3,559	3,738	3,924	4,120
Human Resources Specialist	3,002	3,153	3,311	3,477	3,650	3,832	4,024
Lab Technician-in-Training	2,276	2,390	2,509	2,635	2,766	2,905	3,050
Lab Technician I	2,529	2,656	2,789	2,928	3,075	3,228	3,389
Lab Technician II	2,789	2,928	3,075	3,228	3,389	3,559	3,738
Lab Technician III	3,075	3,228	3,389	3,559	3,738	3,924	4,120
Maintenance Tech-in-Training	2,074	2,178	2,287	2,400	2,521	2,647	2,779
Maintenance Tech I	2,305	2,420	2,540	2,667	2,800	2,941	3,087
Maintenance Tech II	2,540	2,667	2,800	2,941	3,087	3,242	3,405
Maintenance Tech III	2,800	2,941	3,087	3,242	3,405	3,574	3,753
Management Analyst	3,403	3,574	3,753	3,940	4,137	4,344	4,561
Procurement Technician	2,521	2,647	2,779	2,919	3,064	3,217	3,379
Wastewater Operator-in-Training	2,148	2,255	2,368	2,486	2,611	2,741	2,879
Wastewater Operator I	2,387	2,506	2,632	2,763	2,901	3,045	3,198
Wastewater Operator II	2,632	2,763	2,901	3,045	3,198	3,358	3,526
Wastewater Operator III	2,901	3,045	3,198	3,358	3,526	3,702	3,887
Collection System Supervisor	3,391	3,560	3,738	3,925	4,120	4,327	4,543
Development Services Supervisor	3,628	3,810	4,000	4,200	4,411	4,631	4,862
Electrical/Instrumentation Supervisor	3,621	3,801	3,991	4,191	4,401	4,620	4,851
Facilities Maintenance Supervisor	3,621	3,801	3,991	4,191	4,401	4,620	4,851
Laboratory and Compliance Supervisor	3,677	3,860	4,054	4,256	4,469	4,692	4,927
Wastewater Operations Supervisor	3,714	3,900	4,095	4,300	4,514	4,740	4,977
Chief Administrative Officer	5,474	5,748	6,035	6,336	6,653	6,986	7,336
District Engineer	5,896	6,191	6,501	6,825	7,167	7,525	7,901
Chief Operating Officer	5,305	5,571	5,849	6,141	6,449	6,771	7,110
General Manager (Contract)							-



Valley Sanitary District

DATE: June 27, 2023
TO: Board of Directors
FROM: Jason Dafforn, General Manager
SUBJECT: Select One Candidate for the California Special Districts Association (CSDA) Board of Directors Election Ballot - Term 2024 - 2026; Seat C - Southern Network

Suggested Action

Approve

Strategic Plan Compliance

GOAL 6: Improve Planning, Administration and Governance

Fiscal Impact

There is no cost.

Environmental Review

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

Background

The California Special Districts Association (CSDA) Board of Directors is the governing body responsible for all policy decisions related to CSDA's member services, legislative advocacy, professional development, and other resources for members. The Board of Directors is crucial to the operation of the Association and to the representation of the common interests of all California's special districts before the Legislature and the State Administration. Serving on the Board requires one's interest in the issues confronting special districts statewide. The leadership of CSDA is elected from its six geographical networks. Each of the six networks has three seats on the board with staggered 3-year terms. Candidates must be affiliated with an independent special district that is a CSDA Regular Member in good standing and located within the geographic network they seek to represent.

Recommendation

Staff recommends that the Board of Directors select one candidate from the Southern Network for the CSDA Board of Directors, Seat C and authorize the Board President to cast a ballot on behalf of District.

Attachments

[CSDA 2023 Board of Directors _ CSDA.pdf](#)

[al-nederhood-info-b390.pdf](#)

[arlene-schafer-i-info-a3ed.pdf](#)

[john-skerbelis-info-d69e.pdf](#)



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CSDA Board of Directors Election Ballot - Term 2024 - 2026; Seat C - Southern Network

Please vote for your choice

Choose **one** of the following candidates:

- *Arlene Schafer, Director, Costa Mesa Sanitary District (incumbent)
- Al Nederhood, Director, Municipal Water District of Orange County
- John Skerbelis, Director, Rubidoux Community Services District

*Incumbent

Arlene Schafer* [\[view details\]](#)

Al Nederhood [\[view details\]](#)

John Skerbelis [\[view details\]](#)

Continue
Cancel



**California Special
Districts Association**
Districts Stronger Together

2023 CSDA BOARD CANDIDATE INFORMATION SHEET The following information MUST accompany your nomination form and Resolution/minute order:

Name: Albert M. Nederhood

District/Company: Municipal Water District of Orange County (MWDOC)

Title: Director

Elected/Appointed/Staff: Elected

Length of Service with District: 2 years with MWDOC, 4 years with Yorba Linda Water District as elected Board Member

1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.): I have attended most of the quarterly meetings for ISDOC (Independent Special Districts of Orange County) over the last 6 years. I spent 2 years working with Jim Fisler and Sandra Jacobs (both past ISDOC Presidents) to successfully revise the Special District dues structure created in 2000 to more accurately and fairly reflect revenue and dues payable to LAFCO. As part of this process I attended virtually all ISDOC Board meetings for 2 years.
2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.): Over the last 6 years I have attended most of the conferences held by the Urban Water Institute, ACWA, the Colorado River Water Users, as well as many Metropolitan Water District Board meetings.
3. List local government involvement (such as LAFCo, Association of Governments, etc.): For the 2 years that it took to initiate, revise and successfully change the LAFCO dues required of Special Districts in Orange County, I attended virtually all of the monthly OC-LAFCO meetings.
4. List civic organization involvement: I was elected twice and served on the Yorba Linda Water District Board, a Special District. I've actively participated in the WACO (Water Advisory Committee of Orange County) both in attendance and planning of the meetings.



2023 CSDA BOARD CANDIDATE INFORMATION SHEET

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

Name: Arlene Schafer

District/Company: Costa Mesa Sanitary District

Title: Board of Directors – Vice President

Elected/Appointed/Staff: Elected

Length of Service with District: 25 Years

1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):

I served on CSDA Board of Directors and several committees including chair of the membership and professional development committees and served on the legislative and fiscal, and I served on the Alliance Executive Council. I have completed the Special District Leadership Academy, Good Governance Foundation workshop and I attend the annual conference and Legislative Days.

2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):

I have been associated with the Solid Waste Association of North America (SWANA) of Southern California, and the Independent Special Districts of Orange County (ISDOC) and

3. List local government involvement (such as LAFCo, Association of Governments, etc.):

I am a current member of the Board of Directors for CSDA Finance Corporation, and I am the former Vice President of ISDOC and the former commissioner of the Orange County Local Formation Commission (LAFCO). I am also the former Mayor of the City of Costa Mesa.

4. List civic organization involvement:

Harbor Mesa Lions Club, Costa Mesa Chamber of Commerce, Ambassador for the City Costa Mesa during special events.

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



2023 CSDA BOARD CANDIDATE INFORMATION SHEET

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

Name: John Skerbelis

District/Company: Rubidoux Community Services DIST

Title: Vice President

Elected/Appointed/Staff: Elected

Length of Service with District: 12 Years

1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):

None

2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):

None

3. List local government involvement (such as LAFCo, Association of Governments, etc.):

Past member of Riverside County Solid Waste Advisory Committee 7 Years

4. List civic organization involvement:

Riverside County Dept of Environmental Health Community Clean ups and Illegal Dumping

Small text at the bottom of the page, likely a disclaimer or contact information.



BALLOT INSTRUCTIONS

SPECIAL DISTRICT APPOINTEE TO THE CONSOLIDATED COUNTYWIDE REDEVELOPMENT OVERSIGHT BOARD

To: Presiding Officers (c/o Clerks) of Independent Special Districts in Riverside County
cc: District Managers

Please read these instructions carefully before completing your ballot. As previously announced, a physical meeting of the Special District Selection Committee (SDSC) is not feasible at this time, therefore, the selection proceedings are being conducted by mail/email. A nomination period for each of the positions in the title above was opened on May 10, 2023 and closed June 9, 2023.

Countywide Oversight Board: Five nominations were received. Election for this position will not utilize IRV. The candidate receiving the highest number of votes will be the primary appointee to the Oversight Board. The candidates receiving the second and third highest vote tallies will be the first and second alternates, respectively. Therefore, you are to select only one candidate for this position.

General Instructions and Information:

- Completed ballots must be delivered to the LAFCO office at **6216 Brockton Avenue, Riverside, CA 92506 prior to 5:00 p.m. on July 14, 2023.**
- Only the presiding officer or another board member authorized by your board of directors to vote may cast the ballot. Board members designated by their district board to vote in place of the presiding officer must provide that authorization (in the form of a resolution or minute order) to LAFCO no later than the time the ballot is cast. District managers or other staff members may not vote.
- The voting member must print his or her name on the ballot as well as sign and date the certification indicating he or she is authorized to vote for the district. Failure to do so will invalidate the ballot.
- We must receive a ballot with an original signature. Photocopies will not be accepted. However, if you have previously authorized us to deliver your ballot materials via email, you may return a scanned copy of the signed ballot by email to rholtzclaw@lafco.org.
- The duties and other information related to appointments to the Oversight Board were previously transmitted. This and other information can be reviewed on the Riverside LAFCO website, www.lafco.org. A link to Special District Selection Committee Proceedings is included in Featured Items on our home page.

Finally, these positions ensure special districts are appropriately represented on our local boards. Appointments are only valid if ballots representing a quorum, from 29 of our 56 independent special districts, are returned. If we fail to make a timely local appointment, the Governor is authorized to fill that position and local special districts will not be represented. Please return your ballots in a timely manner.

If you have any questions, please contact our office at (951) 369-0631.

Sincerely,


Gary Thompson
Executive Officer
June 14, 2023

2023 COUNTYWIDE OVERSIGHT BOARD

SPECIAL DISTRICT MEMBER OFFICIAL BALLOT

Name of District: _____
(Required)

Certification of voting member:

I, _____ hereby certify that I am (check one):
Print Name Here (Required)

- the presiding officer of the above named district.
- a member of the board of the above named district authorized by the board to vote in place of the presiding officer. [Authorization previously transmitted attached]

Original Signature (Required) _____
Date (Required)

Special District Member of the Countywide Oversight Board (Term begins July 1, 2023)

Select only **one** candidate for this position.

JOHN SKERBELIS , Rubidoux Community Services District	<input type="checkbox"/>
JOHN AGUILAR , Coachella Valley Water District	<input type="checkbox"/>
STEVEN A. PASTOR , Lake Hemet Municipal Water District	<input type="checkbox"/>
DEBRA CANERO , Valley Sanitary District	<input type="checkbox"/>
RUSS MARTIN , Mission Springs Water District	<input type="checkbox"/>

Listed in random drawing order conducted on 6/14/2023 at 1:00 p.m.

Ballot must be received by 5:00 p.m., July 14, 2023 by email to rholtzclaw@lafco.org or delivered to LAFCO at 6216 Brockton Ave. Suite 111-B, Riverside, CA 92506.



Valley Sanitary District

DATE: June 27, 2023
TO: Board of Directors
FROM: Jason Dafforn, General Manager
SUBJECT: Authorize the Board President to Sign a Letter of Support for AB 1594 (Garcia) Regarding Medium- and Heavy-Duty Zero-Emission Vehicles for Public Agency Utilities

Suggested Action

Approve

Strategic Plan Compliance

GOAL 6: Improve Planning, Administration and Governance

Fiscal Impact

No fiscal impact.

Environmental Review

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

Background

Valley Sanitary District has received a request from Assemblyman Garcia through Townsend Public Affairs to provide a letter of support for AB 1594 regarding medium- and heavy-duty zero-emission vehicles for public agency utilities. AB 1594 is a reasonable response to the Advanced Clean Fleet regulations that the California Air Resources Board (CARB) has recently adopted. AB 1594 makes it clear that exemptions can be made where deployment of zero-emission vehicles is not feasible or available.

Recommendation

It is recommended that the Board of Directors authorize the Board President to sign the letter of support for AB 1594 (Garcia).

Attachments

[VSD AB 1594 Letter of Support Garcia.docx](#)



May 26, 2023

The Honorable Eduardo Garcia
California State Assembly Member
1021 O Street, Suite 8120
Sacramento, CA 95814

**RE: AB 1594 (Garcia): Medium- and heavy-duty zero-emission vehicles: public agency utilities.
Valley Sanitary District – Notice of Support**

Dear Assembly Member Garcia,

On behalf of the Valley Sanitary District, I write in support of your AB 1594 which requires any state regulations that require procurement of medium- and heavy-duty zero-emission vehicles (ZEV) ensure that those vehicles can support a public agency utility's ability to maintain reliable water, wastewater, and electric service, respond to disasters in an emergency capacity and provide mutual aid assistance statewide and nationwide.

AB 1594 requires any such state regulation to recognize the diversity of fleet size, terrain, and climate, and authorize public agency utilities to purchase replacements for traditional utility-specialized vehicles that are at the end of life when needed to maintain reliable service and respond to major foreseeable events, severe weather, wildfires, natural disasters, and physical attacks. In addition, AB 1594 authorizes a public agency utility to request that the public agency utility be allowed to determine whether a comparable zero-emission vehicle is available for purchase without regard to the model year of the vehicle being replaced and in consideration of daily usage capabilities and foreseeable emergency response and mutual aid assistance needs.

AB 1594 is a reasonable approach to implementing the Advanced Clean Fleet regulations that the California Air Resources Board (CARB) has recently adopted. While the regulations gave little flexibility for local agencies compliance that operate medium- and heavy-duty fleet vehicles that are not currently offered in a ZEV format, this bill makes it clear that exemptions can be made where deployment of ZEV is not feasible right now.

Now, more than ever, is the time to take action to protect public safety and utility operations while debating measures that will preserve the environment. For these reasons, the Valley Sanitary District is pleased to support your AB 1594.

Sincerely,

Debra Canero, President
Valley Sanitary District