

Directors:

Mike Duran, *President*

Douglas A. York, *Vice-President*

William Teague, *Secretary/Treasurer*

Dennis M. Coleman, *Director*

General Manager:

Joseph Glowitz, *MBA, PE, PMP*

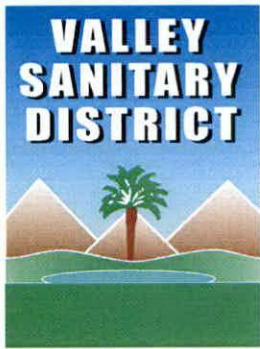
Regular Meeting of the Board of Directors

Tuesday

January 8, 2019

at

1:00 P.M.



Directors:

Mike Duran, *President*

Douglas A. York, *Vice President*

William Teague, *Secretary*

Dennis Coleman, *Director*

General Manager:

Joseph Glowitz, *MBA, PE, PMP*

**REGULAR MEETING OF THE
BOARD OF DIRECTORS
Tuesday, January 8, 2019, 1:00 p.m.
AGENDA**

VALLEY SANITARY DISTRICT BOARD ROOM
45-500 VAN BUREN STREET
INDIO, CA 92201

RESOLUTION NO. 2019-1111
ORDINANCE NO. 2019-120
MINUTE ORDER NO. 2019-2846

CALL TO ORDER

1. Roll Call

PLEDGE OF ALLEGIANCE

CONSENT ITEMS

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.

- a. Consideration of the December 11, 2018 Regular Board Meeting Minutes
- b. Approval of Cash and Investments for November 2018
- c. Approval of Expenditures for December 6, 2018 to January 2, 2019

MINUTE ORDER NO.

PUBLIC COMMENTS

This is the time set aside for public comment on any item not appearing on the agenda. Please notify the Secretary in advance of the meeting if you wish to speak on a non-hearing item.

NON-HEARING ITEMS

2. Award of Contract – Information Systems Support Services
Southwest Networks, Inc.

MINUTE ORDER NO.

3. Authorization to Use the Capital Replacement Reserve Fund to Pay for the Operations
Departments Asset Management Project

MINUTE ORDER NO.

4. General Manager's Report

ADJOURN TO CLOSED SESSION

5. CLOSED SESSION

The Board shall adjourn to Closed Session for labor negotiations pursuant to Government Code Section 54957.6 for unrepresented employee – General Manager

DIRECTOR'S ITEMS

Director's items not listed are for discussion only; no action will be taken without an urgency vote pursuant to State law.

INFORMATIONAL ITEMS

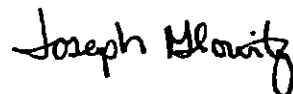
Informational items are for information only; no action will be taken on these items.

- Combined Monthly Account Summary for Expenses for November 2018
- Monthly Income Summary for November 2018

ADJOURNMENT

Pursuant to the Brown Act, items may not be added to this agenda unless the Secretary to the Board has at least 72 hours advance notice prior to the time and date posted on this notice.

POSTED AND MAILED January 3, 2019

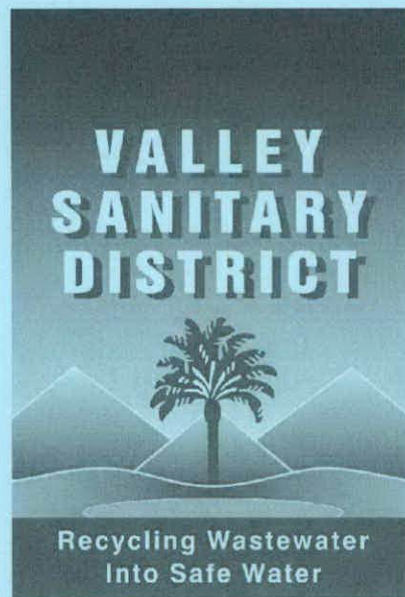


Joseph Glowitz, General Manager
Valley Sanitary District

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.

Consent Items



- a. Consideration of Regular Board Meeting
- b. Approval of Cash and Investments
- c. Approval of Expenditures

**VALLEY SANITARY DISTRICT
MINUTES OF REGULAR BOARD MEETING
December 11, 2018**

A regular Board Meeting of the Governing Board of Valley Sanitary District (VSD) was held at the District offices, 45-500 Van Buren Street, Indio, California, on Tuesday, December 11, 2018.

CALL TO ORDER, ROLL CALL

1. VICE PRESIDENT MIKE DURAN called the meeting to order at 1:00 p.m. Those in attendance were as follows:

DIRECTORS PRESENT: Douglas A. York, Mike Duran, Dennis Coleman, and William Teague

DIRECTORS ABSENT: None

STAFF PRESENT: Joseph Glowitz, General Manager, Holly Gould, Ron Buchwald, Joanne Padgham, and Branden Rodriguez

GUESTS: None

CONSENT ITEMS

- a. Consideration of the November 27, 2018 Regular Board Meeting Minutes
- b. Approval of Expenditures for November 22, 2018 to December 5, 2018

Check numbers 36704 to 36745 totaling \$109,271.38, and transfers of \$134,130.87 were issued.

ACTION TAKEN:

MOTION: DIRECTOR TEAGUE made a motion to approve the minutes for the Regular Board Meeting held November 27, 2018 and to pay the disbursement items as presented. DIRECTOR YORK seconded the motion. Motion carried by the following vote: 4 yes

MINUTE ORDER NO. 2018-2839

PUBLIC COMMENTS

This is the time set aside for public comment on any item not appearing in the agenda. Please notify the Secretary in advance of the meeting if you wish to speak on a non-hearing item.

NON-HEARING ITEMS

2. Consideration of Resolution No. 2018-1108 Honoring Merritt Wiseman

**“A RESOLUTION OF THE BOARD OF DIRECTORS OF VALLEY SANITARY DISTRICT
HONORING MERRITT WISEMAN”**

DIRECTOR COLEMAN read the Resolution out loud.

ACTION TAKEN:

MOTION: DIRECTOR TEAGUE, with great pride and humbleness, made a motion to adopt Resolution No. 2018-1108 honoring Merritt Wiseman. PRESIDENT YORK seconded the motion. Motion carried by the following roll call vote:

RESOLUTION NO. 2018-1108

AYES: Director(s) Coleman, Duran, Teague, York
NOES: None
ABSENT: None
ABSTAIN: None

- 3. Consideration of Resolution No. 2018-1109 Establishing Bylaws and Rules of Procedure for the Conduct of Board Business

“A RESOLUTION OF THE BOARD OF DIRECTORS OF THE VALLEY SANITARY DISTRICT ESTABLISHING BYLAWS AND RULES OF PROCEDURE FOR THE CONDUCT OF BOARD BUSINESS”

ACTION TAKEN:

MOTION: DIRECTOR COLEMAN made a motion to adopt Resolution No. 2018-1109 Establishing Bylaws and Rules of Procedure for the Conduct of Board Business. DIRECTOR TEAGUE seconded the motion. Motion carried by the following roll call vote:

RESOLUTION NO. 2018-1109

AYES: Director(s) Coleman, Duran, Teague, York
NOES: None
ABSENT: None
ABSTAIN: None

- 4. Adoption of Revised Policies and Procedures

The Administrative Committee has consulted with staff on the revised policies & procedures and changes have been made to chapters 1-3. With efficiency in mind, all policies and procedures have been compiled in a centralized location. Chapter one (1) contains general information, chapter two (2) is the board policies handbook, and chapter three (3) is the employee policies handbook.

ACTION TAKEN:

MOTION: DIRECTOR COLEMAN made a motion to adopt the revised Valley Sanitary District’s Policies and Procedures, Chapters 1-3. DIRECTOR TEAGUE seconded the motion. Motion carried by the following roll call vote:

MINUTE ORDER NO. 2018-2840

AYES: Director(s) Coleman, Duran, Teague, York
NOES: None
ABSENT: None

ABSTAIN: None

5. Election of Board Officers

Pursuant to Resolution 2018-1109 election of officers shall be held at the first (1st) Board of Director's meeting in December of each calendar year. Officers shall serve for a term of one (1) year. Nominations shall be made from the floor and votes shall be in order of President, Vice President, and Secretary.

Nomination of President – DIRECTOR TEAGUE made a motion to nominate Mike Duran for the office of President of the Valley Sanitary District Board of Directors. DIRECTOR COLEMAN seconded the motion. Motioned carried by the following roll call vote:

AYES: Director(s) Coleman, Duran, Teague, York
NOES: None
ABSENT: None
ABSTAIN: None

Nomination of Vice President – DIRECTOR DURAN made a motion to nominate Douglas A. York for the office of Vice President of the Valley Sanitary District Board of Directors. DIRECTOR TEAGUE seconded the motion. Motioned carried by the following roll call vote:

AYES: Director(s) Coleman, Duran, Teague
NOES: None
ABSENT: None
ABSTAIN: Director York

Nomination of Secretary – DIRECTOR DURAN made a motion to nominate William Teague for the office of Secretary of the Valley Sanitary Board of Directors. PRESIDENT YORK seconded the motion. Motioned carried by the following roll call vote:

AYES: Director(s) Coleman, Duran, Teague, York
NOES: None
ABSENT: None
ABSTAIN: None

MINUTE ORDER NO. 2018-2841

6. Appointment of Directors and Alternate to the East Valley Reclamation Authority Joint Powers Authority Board of Directors

DIRECTOR TEAGUE made a motion to appoint Director Dennis Coleman to sit on the East Valley Reclamation Authority Board of Directors for calendar year 2019. PRESIDENT YORK seconded the motion. DIRECTOR COLEMAN made a motion to appoint Director William Teague to sit on the East Valley Reclamation Authority Board of Directors for calendar year 2019. PRESIDENT YORK seconded the motion. DIRECTOR COLEMAN made a motion to appoint Vice President Mike Duran to sit on the East Valley Reclamation Authority Board of Directors as the alternate for calendar year 2019. DIRECTOR TEAGUE seconded the motion. Motions carried by the following roll call vote:

AYES: Director(s) Coleman, Duran, Teague, York
NOES: None
ABSENT: None
ABSTAIN: None

MINUTE ORDER NO. 2018-2842

7. Approval of Contract Extension for Innovative Federal Strategies

Innovative Federal Strategies has been providing Valley Sanitary District with Federal Advocacy Services since 2016. It is recommended to extend the contract with Innovative Federal Strategies for a term beginning January 1, 2019 through December 31, 2020. The monthly retainer will remain at \$6,000. DIRECTOR COLEMAN asked that the next fiscal year budget include incidentals for federal advocacy services.

ACTION TAKEN:

MOTION: DIRECTOR COLEMAN made a motion to authorize the General Manager to extend the profession services agreement with Innovative Federal Strategies for Federal Advocacy Services, for a term of two (2) years. DIRECTOR TEAGUE seconded the motion. Motion carried by the following roll call vote:

MINUTE ORDER NO. 2018-2843

AYES: Director(s) Coleman, Duran, Teague, York
NOES: None
ABSENT: None
ABSTAIN: None

8. Consideration of Resolution No. 2018-1110 Authorizing Investment of Money in the Local Agency Investment Fund (LAIF)

"A RESOLUTION OF THE BOARD OF DIRECTORS OF THE VALLEY SANITARY DISTRICT AUTHORIZING INVESTMENT OF MONEY IN THE LOCAL AGENCY INVESTMENT FUND"

ACTION TAKEN:

MOTION: DIRECTOR COLEMAN made a motion to authorize the deposit and withdrawal of Valley Sanitary district money in the Local Agency Investment Fund (LAIF) and authorize the specific officers and management staff to order the deposit or withdrawal of money in LAIF. DIRECTOR TEAGUE seconded the motion. Motion carried by the following roll call vote:

RESOLUTION NO. 2018-1110

AYES: Director(s) Coleman, Duran, Teague, York
NOES: None
ABSENT: None
ABSTAIN: None

9. Award of Contract – Sewer Main Point Repair to Borden Excavating, Inc.

During a routine CCTV inspection of the 15 inch sewer main, a significant sewer main defect was identified on Highway 111 east of Jefferson Street. It was discovered that the sewer main was damaged on the crown of the pipe leaving a significant hole with soil exposed. This hole could eventually lead to a dangerous sink hole. It is unknown who caused this damage or when it occurred. It is presumed that it has been there for many years. It is recommended to execute a contract with Borden Excavating, Inc. to complete the repairs for a not to exceed amount of \$40,430.

ACTION TAKEN:

MOTION: DIRECTOR COLEMAN made a motion to authorize the General Manager to execute a contract with Borden Excavation, Inc. in an amount not to exceed \$40,430 to perform a sewer main point repair on Highway 111. DIRECTOR TEAGUE seconded the motion. Motion carried by the following roll call vote:

MINUTE ORDER NO. 2018-2844

AYES: Director(s) Coleman, Duran, Teague, York
NOES: None
ABSENT: None
ABSTAIN: None

10. State of the District Report

The General Manager gave a report on the state of the District for the period ending December 2018.

ACTION TAKEN:

MOTION: DIRECTOR COLEMAN made a motion to receive and file the State of the District Report. DIRECTOR TEAGUE seconded the motion. Motion carried by the following vote: 4 yes

MINUTE ORDER NO. 2018-2845

11. General Manager's Report

The Comprehensive Annual Financial Report (CAFR) for fiscal year 2018 has been submitted to the Government Finance Officers Association (GFOA) for the Certificate of Achievement for Excellence in Financial Reporting. Staff has two (2) Requests for Proposals out; one for Audit Services and one for new Accounting and Permitting Software. The General Manager distributed the membership fees of ACWA to the Board. A second proposal has been received for the website updating.

ADJOURN TO CLOSED SESSION

12. The Board shall adjourn to Closed Session for Labor Negotiations pursuant to Government Code Section 54957.6 for Unrepresented Employee – General Manager

The Board adjourned to closed session at 1:59 p.m.

RECONVENE TO OPEN SESSION

The Board reconvened to open session at 2:43 p.m. VICE PRESIDENT DURAN stated there was nothing to report.

DIRECTOR'S ITEMS

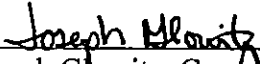
Director's items not listed are for discussion only; no action will be taken without an urgency vote pursuant to State law.

It was the consensus of the Board that staff follows through with ACWA membership. DIRECTOR COLEMAN praised staff for a job well done on the policies and procedures.

ADJOURNMENT

There being no further business to discuss, the meeting was adjourned at 2:46 p.m., and the next Regular Board Meeting will be held January 8, 2019.

Respectfully submitted,



Joseph Glowitz, General Manager
Valley Sanitary District

VALLEY SANITARY DISTRICT
SUMMARY OF CASH AND INVESTMENTS

FOR THE PERIOD: 11/01/2018 TO 11/30/2018 (UNAUDITED)

Agenda Item No. _____

INVESTMENTS

LAIF Fund 4 - Agency Fund		
Beginning Balance (Fund 4)	169,326	
Net Transfer from (to) Fund 11	0	
Interest (Pd quarterly - Int. Rate 2.16%)	0	
Fund 04 Ending Balance	<u>169,326</u>	
LAIF Fund 6 - Wastewater Revenue Refunding Bonds		
Beginning Balance (Fund 6)	2,311	
Net Transfer from (to) Fund 11	0	
Interest (Pd quarterly - Int. Rate 2.16%)	0	
Fund 06 Ending Balance	<u>2,311</u>	
LAIF Fund 11 - Operating Fund		
Beginning Balance (Fund 11)	15,899,191	
Net Transfer from (to) Fund 04	0	
Net Transfer from (to) Fund 06	0	
Net Transfer from (to) Fund 12	127,662	
Net Transfer from (to) Fund 13	(81,035)	
Fund Transfer from (to) LAIF - WF	(750,000)	
Interest (Pd quarterly - Int. Rate 2.16%)	0	
Fund 11 Ending Balance	<u>15,195,818</u>	
LAIF Fund 12 - Reserve Fund		
Beginning Balance (Fund 12)	19,925,938	
Net Transfer from (to) Fund 11	(127,662)	
Net Transfer from (to) Fund 13	0	
Interest (Pd quarterly - Int. Rate 2.16%)	0	
Fund 12 Ending Balance	<u>19,798,276</u>	
LAIF Fund 13 - Capital Improvement Fund		
Beginning Balance	4,754,423	
Connection Fees	81,035	
(Disbursements) or Reimbursements	<u>0</u>	
Net Transfer from (to) Fund 11	81,035	
Net Transfer from (to) Fund 12	0	
Interest (Pd quarterly - Int. Rate 2.16%)	0	
Fund 13 Ending Balance	<u>4,835,458</u>	
TOTAL LAIF INVESTMENTS: FUNDS 04, 06, 11, 12 AND 13		40,001,189

CASH IN CHECKING ACCOUNT

WELLS FARGO - FUND 11		
Beginning Balance	2,279,277	
Deposits	166,323	
Fund Transfer from (to) LAIF (net)	750,000	
Disbursements and Payroll	(805,999)	
Wells Fargo Ending Balance	<u>2,389,601</u>	
CALTRUST - FUND 11		
Beginning Balance	1,006,296	
Interest Income	0	
CalTRUST Ending Balance	<u>1,006,296</u>	
TOTAL WELLS FARGO AND CALTRUST CHECKING		3,395,897
TOTAL CASH AND INVESTMENTS		<u>43,397,086</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).

DISBURSEMENTS
Approved at the Board Meeting of
January 8, 2019

7506 Paychex - Live Check	PR 11/30/2018 - 12/13/2018 PD 12/21/2018	\$2,314.29
7507 Paychex - Live Check	PR 11/30/2018 - 12/13/2018 PD 12/21/2018	\$3,082.70
36748 Air & Hose Source, Inc.	Hose Reel for New Water Line	\$961.56
36749 Aquatic Bioassay & Consulting Labs, Inc.	Lab Testing	\$3,750.00
36750 Around The Clock Call Center	Call Center Service for November 2018	\$148.50
36751 Augustine Tijerina	Travel Reimbursement for NFPA Seminar	\$577.21
36752 Automation Pride	Replace Roller on South Gate	\$261.00
36752 Automation Pride	Replace Roller on North Gate	\$261.00
36752 Automation Pride	Replace Rollers & Wheels on Main Gate	\$907.00
36753 Best, Best & Krieger	Legal Services for November 2018	\$1,347.26
36754 Calif. Assoc. of Sanitation Agencies	Membership Renewal for 2019	\$13,370.00
36755 Calif. Water Environment Assn.	Membership Renewal	\$188.00
36755 Calif. Water Environment Assn.	Membership & Grade 2 Renewal	\$280.00
36756 Caltest Analytical Laboratory	NPDES Testing	\$417.00
36757 Carollo Engineering, Inc	*Asset Management for November 2018	\$6,436.00
36757 Carollo Engineering, Inc	*Arc Flash Study for October 2018	\$6,671.06
36758 Carquest Auto Parts	New Charges for November 2018	\$486.69
36759 Cintas Corp	Uniforms for Week of 12/03/18	\$751.00
36759 Cintas Corp	Uniforms for Week of 12/10/18	\$735.98
36759 Cintas Corp	Uniforms for Week of 12/17/18	\$776.11
36759 Cintas Corp	Uniforms for Week of 12/14/18	\$765.39
36760 Daniels Tire Service, Inc.	Tires for 2015 Ford F-150	\$338.58
36761 Dept. of Motor Vehicles	Pull Notice	\$1.00
36762 Desert Electric Supply	Device Covers	\$78.92
36763 Desert Resort Security	Plant Security for 12/1/18 to 12/15/18	\$2,700.00
36764 E.S. Babcock & Sons, Inc.	Priority Pollutants Testing	\$1,050.00
36765 Eisenhower Occupational Health	DOT Exam	\$50.00
36766 Equipment Direct	Flashlight System	\$448.99
36767 FedEx	Shipping Charges for November 2018	\$774.60
36768 Fisher Scientific	Oxygen Solution	\$35.22
36769 Grainger	UPS Battery Backup	\$123.08
36769 Grainger	Bolts for Hoist	\$249.87
36769 Grainger	AC Filters	\$72.15
36769 Grainger	Air Compressor	\$452.03
36769 Grainger	Pleated Filters	\$479.49
36769 Grainger	Pleated Filters	\$85.21
36769 Grainger	Relays for Calhoun Lift Station	\$61.24
36770 Hach Company	Glass Filters	\$134.50
36770 Hach Company	Glass Filters	\$149.72
36771 Harris & Associates	*Collections System Design Mgmt 9/14/18-10/27/18	\$50,742.75
36772 Healthy Futures, Inc.	Wellness Program for December 2018	\$1,250.00
36773 Industrial Filter Manufacturers, Inc.	Blower Intake Filters	\$3,085.06
36774 Innovative Document Solutions	Copier Maintenance for November 2018	\$198.36
36775 Innovative Federal Strategies LLC	Federal Advocacy for November 2018	\$6,000.00
36776 Interstate All Battery Center	Fork Lift Battery	\$181.85
36777 Kaman Industrial Technologies	Belts	\$73.43
36778 Lock Shop	Repair Door Locks	\$692.91
36779 McMaster-Carr Supply Co.	Ball Valves	\$1,091.74
36779 McMaster-Carr Supply Co.	Froth Sprayer & Grating Spacers	\$1,887.47
36779 McMaster-Carr Supply Co.	Grating Repair	\$330.20
36779 McMaster-Carr Supply Co.	Pressure Gauge	\$39.76
36780 NASSCO, Inc.	Membership Dues	\$295.00
36781 NeoGov	Software License & Subscription Renewal 2019	\$7,110.75
36782 Paloma Air Conditioning	Chute for Belt Press	\$570.00
36783 Pitney Bowes, Inc.	Postage Meter Lease	\$127.24
36784 Polydyne, Inc.	Polymer for Belt Press	\$3,624.31
36785 Quinn Company	Load Bank Testing Generator 2	\$1,955.70
36785 Quinn Company	Load Bank Testing Generator 4	\$1,588.38
36785 Quinn Company	Load Bank Testing Generator 3	\$1,211.92

36786 RDO Equipment Company	Ball Bearing	\$186.68
36787 S & N Airflow, Inc.	S&N Airflow Aerators	\$48,698.04
36788 Southern California Boiler, Inc.	Boiler Maintenance for December 2018	\$1,004.99
36788 Southern California Boiler, Inc.	Boiler Maintenance for November 2018	\$1,004.99
36789 Southwest Networks, Inc.	BDR Storage for January 2019	\$699.00
36790 Stantec Consulting Services, Inc.	*Collection System Master Plan Update	\$8,950.00
36791 State Water Resources Control Board	Index No. 346408 NPDES Renewal 2019	\$36,362.00
36792 State Water Resources Control Board	Index No. 342853 WDR Renewal 2019	\$12,259.00
36793 Tops 'N Barricades Inc.	Wet Weather Gear	\$392.10
36794 United Way of the Desert	PR 11/30/2018 - 12/13/2018 PD 12/21/2018	\$50.00
36795 Univar USA Inc.	Sodium Hypochlorite	\$7,068.53
36795 Univar USA Inc.	Ferric Chloride	\$6,737.28
36795 Univar USA Inc.	Sodium Hypochlorite	\$6,933.47
36796 Vantage Point Transfer Agents - ICMA	PR 11/30/2018 - 12/13/2018 PD 12/21/2018	\$1,345.00
36797 VER Sales, Inc.	Safety Line for Confined Space	\$4,389.36
36798 WasteReuse Association	Membership Dues for 2019	\$2,514.50
36799 Cintas Corp	Uniforms for Week of 12/31/18	\$742.86
36800 Desert Resort Security	Plant Security for 12/16/18-12/31/18	\$2,915.00
36801 Eurofins Eaton Analytical	Total Dissolved Solids Testing for December 2018	\$40.00
36802 Harris & Associates	*Collect. System Program Mgmt November 2018	\$14,447.50
36803 Hub Construction Specialties, Inc.	Concrete Lag Bolts	\$30.06
36804 Kaman Industrial Technologies	Bar Screen Gear Box	\$4,640.94
36805 Lawson Products, Inc.	Repair Parts	\$294.81
36806 Northwest Scientific, Inc.	Beakers	\$250.82
36806 Northwest Scientific, Inc.	Desiccator Cabinet	\$2,905.30
36807 Quinn Company	Load Bank Testing	\$2,350.00
36807 Quinn Company	Load Bank Testing	\$1,400.00
36807 Quinn Company	Load Bank Testing	\$2,100.00
36807 Quinn Company	Filters	\$142.17
36808 ReadyRefresh by Nestle	Bottled Water for December 2018	\$725.04
36809 Royal Wholesale Electric	Solenoids	\$142.75
36810 SoCo Group, Inc.	Unleaded & Diesel Fuel	\$4,670.94
36811 Superior Ready Mix Concrete, L.P.	Concrete	\$367.16
36812 Underground Service Alert	Dig Alerts for December 2018	\$123.85
36813 Univar USA Inc.	Sodium Bisulfite	\$6,648.89
36814 USA Blue Book	Air Level System for Scump Pump	\$1,148.67
36814 USA Blue Book	Air Compressor	\$42.20
201812171 CalPERS Health	Health Insurance for January 2019	\$31,250.57
201812172 CalPERS Retirement	PR 11/16/2018 - 11/29/2018 PD 12/07/2018	\$15,952.99
201812173 CalPERS 457	PR 11/16/2018 - 11/29/2018 PD 12/07/2018	\$905.00
201812174 Sun Life Financial	Vision Insurance for January 2019	\$729.91
201812181 SoCal Gas	Gas for November 2018	\$406.96
201812182 Bank of America #8846	New Charges for November 2018	\$3,682.88
201812201 Office Depot Credit Plan	Restock Office Supplies for November 2018	\$1,235.17
201812202 Paychex - Direct Deposit	2018 Sick Time Payout - 12/20/2018	\$26,264.63
201812203 Paychex - Garnishment	2018 Sick Time Payout - 12/20/2018	\$75.00
201812204 Paychex - Tax	2018 Sick Time Payout - 12/20/2018	\$14,283.51
201812205 Paychex - Fee	2018 Sick Time Payout - 12/20/2018	\$144.55
201812206 Nationwide Retirement Solution	2018 Sick Time Payout - 12/20/2018	\$12,118.00
201812211 Paychex - Direct Deposit	PR 11/30/2018 - 12/13/2018 PD 12/21/2018	\$63,986.09
201812212 Paychex - Fee	PR 11/30/2018 - 12/13/2018 PD 12/21/2018	\$200.67
201812213 Paychex - Garnishment	PR 11/30/2018 - 12/13/2018 PD 12/21/2018	\$75.00
201812214 Paychex - Tax	PR 11/30/2018 - 12/13/2018 PD 12/21/2018	\$29,332.88
201812215 MassMutual	PR 11/30/2018 - 12/13/2018 PD 12/21/2018	\$10.00
201812216 Nationwide Retirement Solution	PR 11/30/2018 - 12/13/2018 PD 12/21/2018	\$1,840.76
201812241 TASC	PR 11/30/2018 - 12/13/2018 PD 12/21/2018	\$362.54
201812281 CalPERS 457	PR 11/30/2018 - 12/13/2018 PD 12/21/2018	\$405.00
201812282 CalPERS Retirement	PR 11/20/2018 - 12/13/2018 PD 12/21/2018	\$15,974.59
201812311 Imperial Irrigation District	Electricity for November 2018	\$26,506.71
201812312 Time Warner Cable	Telephone Service for December 2019	\$1,137.64
201812313 Domino Solar LTD	Electricity for November 2018	\$8,092.41
201812314 Standard Insurance Company	Life and Dis Insurance January 2019	\$1,746.91
201901021 Imperial Irrigation District	Electricity for November 2018	\$311.09
201901071 Indio Water Authority	VSD Hydrant Agreement for November 2018	\$482.28
201901071 Indio Water Authority	Water Service for November 2018	\$694.52

*Capital Expenditures

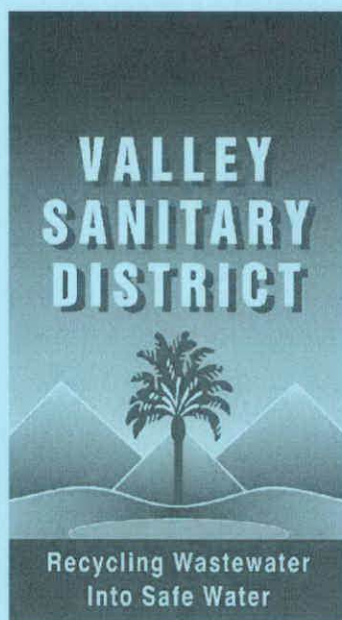
APPROVED:

\$576,761.34

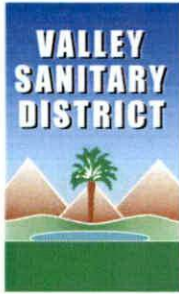
Joseph Blowitz

Agenda Item

2



Award of Contract – Information Systems
Support Services Southwest Networks, Inc.



Valley Sanitary District
Board of Directors Meeting
January 8, 2019

TO: Board of Directors
FROM: Ron Buchwald
SUBJECT: Award of Contract – Information Systems Support Services
Southwest Networks, Inc.

<input checked="" type="checkbox"/> Board Action	<input type="checkbox"/> New Budget Approval	<input type="checkbox"/> Contract Award
<input type="checkbox"/> Board Information	<input checked="" type="checkbox"/> Existing FY Approved Budget	<input type="checkbox"/> Closed Session

Recommendation:

It is recommended that the Board of Directors authorize the General Manager sign a three-year service agreement with Southwest Networks, Inc. to provide as needed information systems support services.

Background:

The District utilizes contractual services for the District’s information systems support services. Southwest Networks, Inc. of Palm Desert has provided excellent support services for the District. Their team is multi-faceted, and is able to respond to routine and emergency support needs, for hardware, networking, VOIP, system security, CCTV Surveillance System, programming, and consulting services.

Due to the complexity of the District’s IT and System security infrastructure, it is recommended that the District continue with the services of Southwest Networks, due to their knowledge and familiarity with the District’s assets.

This procurement is a qualifications-based selection. The fee has been negotiated with Southwest Networks, Inc.

Fiscal Impact:

FY 2018/2019 \$ 8,356 (increase of \$256 per month over current contract ending 2/28/2019)

Account 11-5500-414-3	Computing Maintenance Services	\$ 8,356
Total	FY 2018/19	\$ 8,356

Submitted by: Joseph Glowitz
Joseph Glowitz, PE, RMP
General Manager

Approved by: Joseph Glowitz
Joseph Glowitz, PE, RMP
General Manager

Attachments: GuardianIT Advanced 3-year Agreement from Southwest Networks

Guardian IT Managed Services Agreement

1. TERM OF AGREEMENT

This Agreement between Valley Sanitary District, herein referred to as Client, and Southwest Networks, Inc., 73700 Dinah Shore Drive, Suite 404, Palm Desert, CA. 92211 hereinafter referred to as Managed Service Provider (MSP), is effective upon March 1st, 2019 and ending February 28th, 2022 shall remain in force for a period of three years. Agreement shall be reviewed monthly to ensure all covered inventory items (**Section A**) are billed correctly. Prorated invoices will be generated for any additions to the contract.

2. SCOPE OF AGREEMENT.

This Agreement serves as a master agreement and applies to Customer's purchases from MSP, of services ("Services"), as well as licenses for software, hardware, support and maintenance services, and/or subscription services (collectively, "Product"). Customer hereby engages and retains MSP to render Services as more particularly set forth in Section B (the "Statement of Work") attached hereto and incorporated herein by reference. No Product or Services will be provided under this Agreement alone, but may require the execution of a written or electronic purchase order form, or other mutually acceptable 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 Orders and Statements of Work under this Agreement. In the event of any conflict between the terms of the Purchase Order and Statement of Work and those of this Agreement, the terms of the Purchase Order or Statement of Work will prevail over this Agreement.

3. FEES AND PAYMENT SCHEDULE

Fee for Agreement shall be \$25,068.00 per year, invoiced to Client on a quarterly basis, and will become due and payable on the first day of the initial contract start date and thirty (30) days prior to the anniversary date of the contract renewal. The first year will include an additional one-time setup fee of \$NA. Contract will start once the one-time setup fee and yearly agreement amount is received unless both parties agree upon other arrangements in writing. 60 days prior to contract renewal date, client will be billed for the next contract year. Unless special arrangements are made and agreed upon in writing, payment for the next contract year must be received 30 days prior to contract anniversary date or the contract will be subject to termination.

One-time Setup Fee due NA.

1st Quarter payment due February 28th.

2nd Quarter payment due May 31st.

3rd Quarter payment due August 31st.

4th Quarter payment due November 30th.

4. PAYMENT.

Customer 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 Customer 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 states law) per month from the date due until paid in full. Customer 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. Customer's obligation to pay undisputed amounts due for Services and MSP's right to all such amounts are absolute and unconditional. Customer is not entitled to setoff of such amounts. All Fees will be detailed in an Order. Unless otherwise stated in a Purchase Order, Customer agrees to pay or reimburse MSP for all actual, necessary, and reasonable expenses incurred by MSP in performance of such Purchase Order, which are capable of verification by receipt. MSP will submit invoices to

Customer for such fees and expenses either upon completion of the Services, or at stated intervals, in accordance with the applicable Purchase Order or Statement of Work.

5. TERM AND TERMINATION.

This Agreement will begin on the Effective Date and will continue until each Order expires or is terminated. MSP may: (a) terminate a specific Order if Customer fails to pay any applicable fees due for that Order within 30 days after receipt of written notice from MSP of non-payment; and/or (b) terminate this Agreement or an Order if Customer 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 Order for Services is terminated, Customer will promptly pay MSP for Services rendered, and expenses incurred through the termination date. Either party may cancel Agreement at any time by giving sixty (60) days written notice. Refunds shall be based upon the next nearest month (i.e., if Agreement is cancelled June 17th with sixty (60) days notice, refund will be effective from September 1st to the end of contract). All Agreements shall be prorated to start on the first day of the month. Parties agree that client forfeits one-time setup fees if cancelled for non-payment. If either party terminates this Agreement, MSP will assist Client in the orderly termination of services, including timely transfer of the services to another designated provider. Client agrees to pay MSP the actual costs of rendering such assistance.

6. COVERAGE

The MSP shall perform services under the plan indicated to the specific equipment inventory at the locations identified in (Section A). 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 public holidays. Network Monitoring Services will be provided 24/7/365.

7. SUPPORT AND ESCALATION

The MSP will respond to Client's Trouble Tickets under the provisions of (Section 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.

8. SERVICE OUTSIDE NORMAL WORKING HOURS

Emergency services performed outside of the hours of 8:00A.M. – 5:00P.M. Monday through Friday, excluding public holidays, shall be subject to a charge of \$200 per hour Monday – Friday and on weekends and holidays per (Section B). 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.

9. HARDWARE/SOFTWARE SUPPORT

MSP shall provide support of all hardware specified in (Section A). MSP will also support all software that is genuinely licensed and/or covered by a Vendor Service Contract. Project rate applies to all software support other than Microsoft Operating Systems and Microsoft Office Suites unless otherwise agreed upon in writing. Coverage of software will be limited to technical support only. Training of end-users on any software is not included in this agreement. Should 3rd party vendor support charges be required in order to resolve any issues, these will be passed on to the Client after first receiving the Client's authorization to incur them.

10. MONITORING SERVICES

MSP will provide ongoing monitoring and security services of all critical devices. MSP will provide monthly reports as well as document critical alerts, scans and event resolutions to Client upon request. Should a problem be discovered during monitoring, MSP shall make every attempt to rectify the condition in a timely manner through remote means.

11. 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 2008 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 7 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.
11. Client must agree to the Policies listed in Section D of this agreement.

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

Client Initials: _____

Date: _____

12. EXCLUDED SERVICES

Service excluded under this Agreement 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 (Section A).
9. Programming (modification of software code) and program (software) maintenance unless as specified in (Section A).
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.

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. Contract does not include the installation of new hardware and/or software and such will be billed as separate Services. Initials: _____ Date: _____

13. CONFIDENTIALITY AND NON-DISCLOSURE.

Both Parties to this Agreement recognize that, from time to time, they may come into contact with information that the other Party considers confidential. Confidential Information is defined for this Agreement as all information (whether written or oral) that comes into a Party's possession under or in connection with this Agreement that is reasonably considered by the disclosing Party to be confidential

and is clearly identified as confidential. The Parties shall keep all Confidential Information in strict confidence. The recipient will use a reasonable standard of care in protecting Confidential Information, which will not be less than the standard of care the recipient uses to protect its own confidential information; only use Confidential Information to perform its obligations and exercise its rights under this Agreement; not disclose Confidential Information to any third party; when requested by the disclosing Party, return or destroy the Confidential Information.

14. **PROVISION OF MATERIALS AND SERVICES TO MSP.** Customer 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 performing the services. Customer will also provide MSP with access to all information, passwords and facilities requested by MSP that is necessary for MSP to perform the services. Access may be denied for any reason at any time, however if access to information, passwords or facilities is denied, Customer understands that the MSP may be unable to perform their duties adequately and if such a situation should exist, the MSP will be held harmless.
15. **WORKING ENVIRONMENT.** Customer shall provide a suitable working environment for any Equipment located at Customer'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. Customer shall bear the risk of loss of any Equipment located at Customer's facility.
16. **CUSTOMER RESPONSIBILITY FOR EQUIPMENT.** Customer acknowledges that from time to time (a) MSP may identify additional items that need to be purchased by Customer, and (b) changes in Customer's systems may be required in order for MSP to meet Customer's requirements. In connection therewith, Customer agrees to work in good faith with MSP to effectuate such purchases or changes. 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 unless specifically stated otherwise in writing. Customer will be responsible for the quality, completeness and workmanship of any item or service furnished by it and for ensuring that the materials provided to MSP do not infringe or violate the rights of any third party. Customer will maintain adequate backup for all data and other items furnished to MSP.
It is the Customers responsibility for any failure or malfunction of electrical or telecommunications infrastructure or services that causes damage to MSP's products or services and MSP disclaims all responsibility for any loss including data.
17. **CUSTOMER DATA OWNERSHIP AND RESPONSIBILITY.** Customer 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 Customer to MSP.
 - (a) **Software Installation and Replication.** If MSP is required to install or replicate Customer software as part of the Services, Customer will independently verify that all such software is properly licensed. Customer's act of providing any software to MSP will be deemed Customer's affirmative acknowledgement to MSP that Customer has a valid license that permits MSP to perform the Services related thereto. In addition, Customer will retain the duty and obligation to monitor Customer's equipment for the installation of unlicensed software unless MSP in a written statement of work ("SOW") expressly agrees to conduct such monitoring. Customer will indemnify and hold harmless MSP against all damages and expenses it may incur (including reasonable attorney's fees and disbursements) related to Customer providing infringing materials to MSP or any Customer 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. Customer 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.

Data is not covered under this contract.

Signature

Date

18. **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. Customer acquires no right or interest in any such intellectual property, by virtue of this Agreement or the work performed under this Agreement.

(a) Customer may only use and disclose Product in accordance with the terms of this Agreement and applicable Order. MSP reserves all rights in and to the Product not expressly granted in this Agreement. Customer 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 Order, Customer 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.

19. **LICENSE AGREEMENTS**

(a) **License.** Subject to the terms of this Agreement, MSP grants Customer 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.

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

(c) **EULA.** Customer hereby consents permission to MSP to sign all EULA's necessary for any software product installed on Customer's computer system.

20. **THIRD PARTY PRODUCTS.** Product warranties for third party products, if any, are provided by the manufacturers thereof and not by MSP. MSP'S sole obligation is to act on behalf of Customer to assist in the satisfaction of any such warranty.

21. **WARRANTY.** MSP warrants that it will perform the Services substantially in accordance with the specifications set forth whether under this Agreement, a purchase order, other work order or otherwise in connection with any of them. For any breach of the foregoing warranty, MSP 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 Customer'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 Customer to MSP hereunder, if any, allocable to such nonconforming Services.

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.

22. **SOFTWARE HARDWARE & SECURITY.** Customer understands and agrees that data loss or network failures may occur, whether or not foreseeable, if the Customer fails to maintain proper security for its computer and information system including software and hardware updates. Customer therefore warrants that it will follow software and hardware updates and maintain specific security standards, policies and procedures.
23. **TERRORISM AND CYBER TERRORISM.** In no event, including the negligent act or omission on its part, shall MSP, whether under this Agreement, a purchase order, 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.
24. **TELEMARKETING & UNSOLICITED EMAILS.** In no event, including the negligent act or omission on its part, shall MSP, whether under this Agreement, a purchase order, 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 Customer'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", wire tapping, bugging, video cameras or identification tags.
25. **EXTRAORDINARY EVENTS.** In no event, including the negligent act or omission on its part, shall MSP, whether under this Agreement, a purchase order, 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 or telecommunications infrastructure or services not under MSP's control, any satellite failure, or from any fire, flood, earthquake, volcanic eruption, explosion, lighting, wind, hail, tidal wave, landslide, act of God or other physical event.
26. **LIMITATIONS OF LIABILITY.** EXCEPT AS OTHERWISE NOTED IN THIS AGREEMENT, UNDER NO CIRCUMSTANCES SHALL MSP BE LIABLE TO CUSTOMER FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY AMOUNT IN EXCESS OF THE LICENSE FEE OR FOR 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, EXCEPT WITH RESPECT TO INDEMNITIES ARISING OUT OF IP CLAIMS. UNDER NO CIRCUMSTANCES, SHALL MSP'S AGGREGATE LIABILITY ARISING FROM OR OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE FEES PAID UNDER THIS AGREEMENT.

MSP SHALL NOT BE LIABLE TO CUSTOMER FOR ANY DELAY IN DELIVERY OR PERFORMANCE, OR FAILURE TO DELIVER OR PERFORM AT OR WITHIN THE DEADLINES SET FORTH IN THIS AGREEMENT UNLESS SUCH DELAY OR FAILURE IS A RESULT OF MSP'S NEGLIGENCE.

- (a) Customer agrees that MSP is not responsible for acts of God or nature (i.e., weather, fire, floods, earthquakes) or any other natural disasters and will hold MSP harmless, and pay the cost of replacing equipment damaged by these acts. Customer also agrees that damage caused by civil unrest; riots, malicious mischief, and intentional destruction of property by the Customer are not covered under this contract
- (b) In no event shall MSP be held liable for indirect, special, incidental or consequential damages arising out of service provided hereunder, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other costs.

27. **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).
28. **DISCLAIMERS.** The express remedies set forth in this Agreement will constitute Customer'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.

MSP shall not be responsible for impairments to the Services caused by acts within the control of Customer or its employees, agents, contractors, suppliers or licenses, the interoperability of Customer applications, or other cause reasonably within Customer's control and not reasonably related to services provided under this Agreement.

EXCEPT FOR THE WARRANTIES MADE BY MSP IN SECTION 10, WHICH ARE LIMITED WARRANTIES AND THE ONLY WARRANTIES PROVIDED TO CUSTOMER, 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 CUSTOMER REQUIREMENTS NOT SET FORTH HEREIN, THAT ANY DELIVERABLES WILL OPERATE IN THE COMBINATIONS THAT CUSTOMER 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 CUSTOMER, 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.

29. **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.
30. **AMENDMENT.** This Agreement may not be amended except by a writing executed by an authorized individual MSP.
31. **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.
32. **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.
33. **FORCE MAJEURE.** With the exception of Customer payment for service rendered, neither party shall be responsible for any failure to perform or delay caused where such failure or delay is due to circumstances reasonably beyond the party's control. This includes fire, flood, earthquake, volcanic eruption, explosion, lightening, wind, hail, tidal wave, landslide, act of God or any other physical event.
34. **ASSIGNMENT.** Customer 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 Customer's electronic signature of this Agreement shall have the same validity and effect as a signature affixed by the Customer's hand.
36. **MISCELLANEOUS**
This Agreement shall be governed by the laws of the State of California. It constitutes the entire Agreement between Client and MSP for monitoring/maintenance/service of all equipment listed and Software listed in (Section A). Its terms and conditions shall prevail should there be any variance with the terms and conditions of any order submitted by Client. If any provision of this contract is held by any court to be invalid or unenforceable, the remaining provisions shall nevertheless continue in full force. If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
37. **MONITORING SOFTWARE**
This Agreement requires the loading of monitoring software as well as other software packages on Client's computers and systems. By signing this agreement customer is giving MSP permission to load such software. All software including Anti-Virus will be uninstalled at end of agreement. Software will be used only to carry out terms of agreement.
38. **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 _____, California on the _____ day of _____, 2019 by:

Valley Sanitary District

Southwest Networks, Inc.

Section A

Inventory of covered items

Computer Name	Agent Type	Agent Mainboard	Agent Serial Number
VSD-LT17-9145	Laptop	CF-54-2	7ITSA59145
VSD-CCTV	Laptop	HP ZBook 17 G2	CND52232JR
VALSAN-SBS	Server	VMware Virtual Platform	Vmware
VSD-SCC	Server	VMware Virtual Platform	Vmware
SCADA1	Server	S2600WFT	BQPW80300177
SCADA2	Server	S2600WFT	BQPW80300176
VALSAN-WEB	Server	VMware Virtual Platform	Vmware
STORAGE2	Server	WDBLGT0120KBK-41	WUD261300168
STORAGE1	Server	WDBLGT0120KBK-41	WUD261300166
VSD-FIN	Server	VMware Virtual Platform	Vmware
VSD-LF	Server	VMware Virtual Platform	Vmware
VSD-DT15-16BK	WorkStation	HP ProDesk 600 G1 DM	MXL51616BK
VSD-LAB01	WorkStation	HP Compaq 8200 Elite CMT PC	MXL21016BQ
VSD-DT16-15JC	WorkStation	HP ProDesk 600 G2 DM	MXL61115JC
Joseph's MacBook Pro	WorkStation	Apple; MacBook Pro	C02J87C2DKQ5
VALSAN-LAB	WorkStation	HP ProDesk 600 G1 TWR	MXL3510LJQ
VSD-DT17-6DBT	WorkStation	HP ProDesk 600 G3 DM	8CG7426DBT
VSD-DT17-6F7C	WorkStation	HP ProDesk 600 G3 DM	8CG7426F7C
VSD-OPS3	WorkStation	HP ProDesk 600 G1 TWR	2UA4440QQV
VSD-CAD1	WorkStation	HP Z420 Workstation	2UA4422573
VSD-CAD2	WorkStation	HP Z420 Workstation	2UA43704RV
VALSAN-PAUL	WorkStation	HP Compaq 8200 Elite CMT PC	MXL21016C1
VSD-DT12-169V	WorkStation	HP Compaq 8200 Elite CMT PC	MXL210169V
VSD-COLLECTIONS	WorkStation	HP ProDesk 600 G1 DM	2UA530265X
VALSAN-LAB01	WorkStation	HP ProDesk 600 G1 DM	2UA5302663
VSD-OPS-1	WorkStation	HP ProDesk 600 G1 TWR	MXL41127M2
VSD-OPS-2	WorkStation	HP ProDesk 600 G1 TWR	MXL41127LW
VSD-OPS-4	WorkStation	HP ProDesk 600 G1 TWR	MXL41127M3
VSD-DT15-2VPN	WorkStation	HP ProDesk 600 G1 DM	2UA5132VPN
VSD-DT18-280R	WorkStation	HP ProDesk 600 G3 DM	8CG811280R
VSD-DT18-2B2G	WorkStation	HP ProDesk 600 G3 DM	8CG8112B2G
VSD-DT18-3NT1	WorkStation	HP ProDesk 600 G3 DM	8CG8103NT1
VSD-DT18-2B2F	WorkStation	HP ProDesk 600 G3 DM	8CG8112B2F
VSD-DT18-3NQV	WorkStation	HP ProDesk 600 G3 DM	8CG8103NQV
VSD-DT18-280X	WorkStation	HP ProDesk 600 G3 DM	8CG811280X
VSD-DT18-1T9T	WorkStation	HP Z2 Mini G3 Workstation	2UA8111T9T
VSD-TINO	WorkStation	HP ProDesk 600 G1 DM	MXL504236Z

Section B

Advanced

Anti-Virus	Included
Anti-Spyware	Included
Monitoring of Servers/Desktops/Laptops	Included
Monitoring of Firewall/Routers/Switches/Printers	Included
Microsoft Patch Management	Included
Site Documentation	Included
Backup Monitoring / Management	Included
Vendor Documentation/Management	Vendor Documentation Only
Technology Review	Quarterly
Remote Support (8-5, M-F)	Unlimited
On-site Support (8-5, M-F)	\$95/hr.
After Hours Support	See Agreement
Project Rate – (Adds/Moves/Changes)	\$95/hr.
Desktop Backup/Disaster Recovery	Optional

Section C

Response and Resolution Times

The following table shows the targets of response and resolution times for each priority level:

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.

Section D

Policies

Patching Schedule

Server patching schedule - Domain Controllers each Wednesday morning, all other servers each Thursday morning.

Workstation patching schedule - Daily between 3:00A.M. and 5:00P.M. (If new patches are available)**

**Workstations do not need to be left on every night, but if they are on, and patches are available, they will patch during this window. If a machine is left off for 10 consecutive nights and there are patches available, it will attempt to patch during the daytime.

Folder Redirection

The following folders will be redirected to the server so they can be backed up:

- App data
- Desktop
- Documents
- Downloads
- Favorites
- Pictures

Drive and Printer Mapping Script

Drive and Printer Mapping script will be deployed and implemented during the onboarding process.

Virus and Ransomware Prevention

Guardian Anti-Virus - Included with Contract.

Local Admin Rights - Users will not be able to use an account that has local admin rights for day to day use. (Exceptions can be made for line of business applications that have been vetted and have no possibility to run without admin rights).

Software Restriction Policy - Restricted Access to running executable programs from user profile directories. (Exceptions for core programs can be made).

Restricted File Share Access - Only those that need permissions to shares should have permissions. Users should not have permissions to other users' home shares.

Restricted File Download Types - Potentially dangerous files shall be blocked at the firewall level and not be allowed to be downloaded.

Dangerous and Malicious Web Categories - These categories must be blocked to prevent possible infections and/or social engineering attacks.

Banner Ads Blocked - Banner Ads on web pages shall be blocked to prevent cross site scripting attacks.

GuardianIT Advanced AGREEMENT



Name: Valley Sanitary District
Address: 45-500 Van Buren
City: Indio State: CA Zip: 92201
Contact: Joe Glowitz
Phone: 760-347-2356 Fax: 760-347-9979
Contract Start Date: 3/1/2019 Contract End Date: 2/28/2022

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 personal computers, file servers, printers, or other peripheral devices.

Cost of 1 Year Contract \$25,068.00

The **ADVANCED** Contract

One-time Setup Cost: \$NA

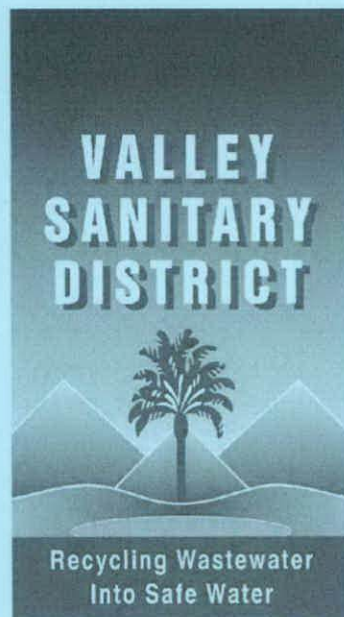
Qty.	Description	Each	x12	Total
30	Desktop / Laptop*	\$20	x12	\$7,200.00
37	Persistent Threat Detector	\$4	x12	\$1,776.00
7	Server	\$150	x12	\$12,600.00
1	Network	\$75	x12	\$900.00
1	Backup Mgt	\$100	x12	\$1,200.00
29	Online Security Training	\$4	x12	\$1,392.00

* 2 NAS Devices are being counted as Desktops

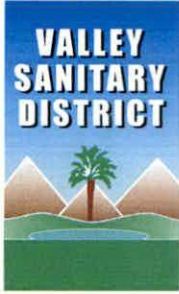
GuardianIT - Advanced

- Unlimited Remote Support (M-F, 8-5)
- Anti-Virus / Anti-Spyware Included
- Remote Network Monitoring
- Microsoft Patch Management
- Complete Site Documentation
- Backup Monitoring & Management
- Vendor Documentation
- Quarterly Technology Reviews
- Up to 4 Hours of onsite time to maintain the equipment under contract.

Agenda Item
3



Authorization to Use the
Capital Replacement Reserve Fund to Pay
for the Operations Department Asset
Management Project



Valley Sanitary District
Board of Directors Meeting
January 8, 2019

TO: Board of Directors
FROM: Ron Buchwald
SUBJECT: Authorization to use the Capital Replacement Reserve Fund to pay for the Operations Department Asset Management Project

<input checked="" type="checkbox"/> Board Action	<input type="checkbox"/> New Budget Approval	<input type="checkbox"/> Contract Award
<input type="checkbox"/> Board Information	<input checked="" type="checkbox"/> Existing FY Approved Budget	<input type="checkbox"/> Closed Session

Recommendation:

It is recommended that the Board of Directors authorize the General Manager to use the Capital Replacement Reserve Fund to pay for the Operations Department Asset Management Project.

Background:

On February 13, 2018, the Board of Directors authorized the General Manager to enter into a consulting agreement with Carollo Engineering for a not to exceed amount of \$109,906 to assist in setting up the Asset Management software and system program for the Operations Department. This project was to be paid using funds from Fund 11 Decommissioning of the Biological Treatment System carryover fund. Due to an oversight, these funds were not carried over to this fiscal year to continue to pay for this project. Staff is requesting to use the Capital Replacement Reserve Fund to pay up to \$150,000 to complete this project. The extra budget request will cover other miscellaneous costs.

Fiscal Impact:

It is recommended to use the Capital Replacement Reserve Fund to cover the remaining cost of the Asset Management Project for the Operations Department.

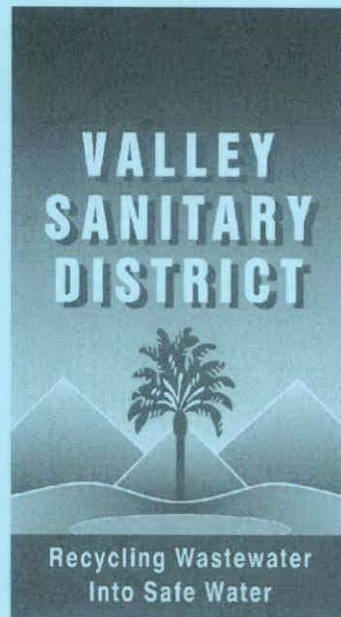
Account 12-3200-000-0	Capital Replacement Reserve Fund	\$ 150,000
Total	FY 2018/19	\$ 150,000

Submitted by: Ron Buchwald
Ron Buchwald, PE
District Engineer

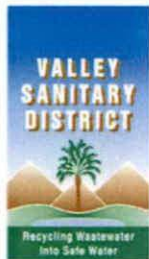
Approved by: Joseph Glowitz
Joseph Glowitz
General Manager

Agenda Item

4



General Manager's Report



General Manager's Report January 2, 2019

ADMINISTRATION & FINANCE

- Preparation of the 2019/2020 fiscal year budget continues with completed request forms due January 17, 2019 from department supervisors.
- RFP's for Integrated Permitting & Financial Software and Audit Services are due January 11, 2019.
- Wednesday, January 16, 2019 is the deadline for accepting applications for the Board vacancy.
- Sent out a request for letters of supporters for the Water Reclamation Project.
- The District office will be closed on Monday, January 21, 2019 in observance of Martin Luther King Jr. Day.

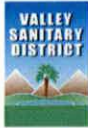
ENGINEERING & MAINTENANCE

- The wrought iron secondary security fence project has been given the Notice to Proceed. The project should begin in early 2019.
- The Secondary Clarifier No. 3 coating project is out for bid advertisement. The project bid opening is scheduled for January 10, 2019.
- Field Vector crew is currently working in the area of Jackson & Avenue 44.
- CCTV Inspection work is currently being conducted in the area of Avenue 43 & Jackson.

OPERATIONS

- Operations staff has removed the helical scum skimmer out of primary clarifier #4 to replace the worn rubber scraper blade.
- The new Ferric Chloride tank arrived on December 27, 2018. Staff has removed the old tank and is in the process of putting the new tank into service.
- On Thursday, January 3, 2019, operations staff will be working with the collections department to remove the rest of the iron sponge media that remains at the bottom of the tank.
- New media, nets, and gaskets have been ordered for the east iron sponge vessel and will be installed upon arrival.

- The Laboratory Coordinator has been approved by CIWQS (California Integrated Water Quality System) as a LRO (Legally Responsible Official) to be able to certify and submit monitoring reports to the state water board in the absence of the Chief Plant Operator.
- The headworks biofilter media arrival has been delayed due to maintenance issues from the vendor. The media is expected to arrive January 3, 2019. Staff will be working to complete this project as soon as possible.



VALLEY SANITARY DISTRICT DEVELOPMENT SERVICES REPORT

2-Jan-19

Plan Check in Progress
Inspection in Progress
New Project

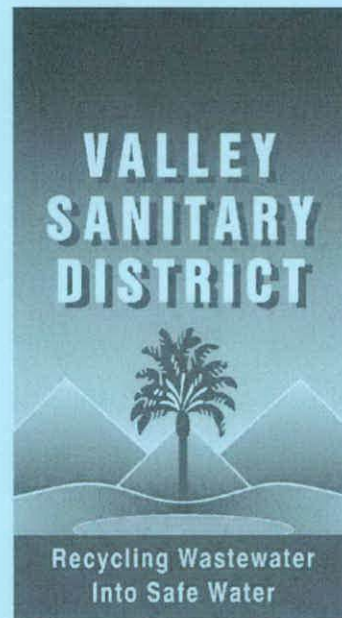
PROJECT NAME	STREET ADDRESS / CROSS STREET	CURRENT PROJECT STATUS	NEXT ACTION ITEM
Barber Shop TI	82900 Avenue42/Jackson Street	Plans submitted for TI of existing building. Plans approved and returned to the City 12/12/18.	Waiting for owner to process permit paperwork.
Best Western breakfast room Reno	81909 Indio Blvd	Plans submitted for tenant TI, renovation of breakfast room. Completed 1st plan check and returned to the City 7/11/17.	Perform 2nd plan check upon plan resubmittal.
Bravo Commercial Building	46331 Commerce Street/Van Buren Street	Plans submitted for new building. Plans approved and returned to the City 5/10/17.	Waiting for owner to process permit paperwork.
Burgerim Restaurant	44100 Jefferson Street, Ste 400/Fred Waring	Plans submitted for existing building TI. Completed 1st plan check and returned to the City 9/21/18.	Perform 2nd plan check upon plan resubmittal.
Burlington Building TI	42500 Jackson Street, Avenue 42	Plans submitted for TI of existing shell building. Plan approved and returned to the City 12/11/18.	Waiting for owner to process permit paperwork.
Burlington Shell	42450 Jackson Street, Avenue 42	Plans submitted for TI of existing building. Plan approved and returned to the City 12/11/18.	Waiting for owner to process permit paperwork.
Chavez Tenant Improvement	45330 Jackson St / Civic Center	Plans submitted for TI of existing building. Demolition of interior walls and facilities. Completed 4th plan check and returned to the City 6/25/18. Issued permit 3755 on 7/9/18.	Inspect work improvements as scheduled.
Circle K Store	79985 Hwy 111/Jefferson St	Plans submitted for TI. Plans approved and returned to the City 1/9/17.	Waiting for owner to process permit paperwork.
Clinica Medica Del Valle	45677 Oasis Street/Requa	Plans submitted for existing building TI. Plan approved and returned to the City 11/16/18.	Waiting for owner to process permit paperwork.
Coachella Valley Housing Coalition- TI	45701 Monroe Street/Highway 111	Plans submitted for tenant TI. Completed 1st plan check and returned to the City 8/21/17.	Perform 2nd plan check upon plan resubmittal.
DD's Discount Retail Store TI	82154 Hwy 111/Monroe Street	Plans submitted for TI of existing building. Completed 1st plan check and returned to the City 11/30/18.	Perform 2nd plan check upon plan resubmittal.
Domino's Hwy 111 - TI	81942 Highway 111/Monroe Street	Plans submitted for tenant TI. Plans approved and returned to the City 11/6/17.	Waiting for owner to process permit paperwork.
East County Detention Center - Phase 1 Demolition. Phase 2 - Detention Center Design and Construction	Hwy 111 & Oasis	Received demolition plans on 9/16/13. Returned to consultant. Received conformed set of demolition plans on 12/5/13. Jail Expansion plans have been reviewed for 2nd plan check and returned on 10/1/14. Completed 4th plan check 11/07/2014, Art requested VSD not send 4th plan check back until he coordinates with the civil engineer. Plan Check is complete. Permit Fees paid 7/13/15. Issued permit 3510 on 7/23/15. Project scheduled to be complete February 2019.	Inspect work improvements as scheduled.
Eddie Leon Residence	82549 Bogart Dr - Indian Palms CC	Plans submitted for new single family residence. Plans approved and returned to the City 11/21/16. Issued permit 3632 on 1/26/17.	Inspect work improvements as scheduled.
El Destino Nightclub - TI	83085 Indio Boulevard/Civic Cnter Mall	Plans submitted for existing building TI 11/30/2015. Plans approved and returned to the City 3/22/16. Issued permit 3577 on 5/24/16. Issued permit 3596 on 8/3/16.	Inspect work improvements as scheduled.
Fiesta Delights TI	82900 Avenue42/Jackson Street	Plans submitted for TI of existing building. Plans approved and returned to the City 12/12/18.	Waiting for owner to process permit paperwork.
Fred Young (Villa Hermosa Apts)	83801 Dr. Carreon Blvd / West of Van Buren	Plans submitted for apts at Fred Young Farm Labor Dev. 6/11/15. 1st plan check returned to the City 12/30/15. Issued permit 3697 on 9/14/17.	Inspect work improvements as scheduled.
Gallery at Indian Springs	Jackson St / Westward Ho Drive	Civil plans submitted for plan check. Completed 1st plan check and returned to the Engineer 1/10/18. Completed 2nd plan check and returned to the Engineer 1/25/18. Plans approved 1/31/18.	Inspect work improvements as scheduled.
Gallery at Whittier Ranch Tract 31473	NW Corner Jackson and Avenue 48	Old Tract coming back to life. Plans previously approved. Developer completing the remaining phases.	Inspect work improvements as scheduled.

PROJECT NAME	STREET ADDRESS / CROSS STREET	CURRENT PROJECT STATUS	NEXT ACTION ITEM
Gallery Homes Tract -Indian Palms	Monroe & Avenue 50	Gallery Homes has recently purchased the 106 lots. Staff has inspected the site and prepared a list of improvements that need to be made prior to issuing connection permits. Plans submitted for home plans. Reviewed 1st plan check and returned back to the city on 6/4/2014. 2nd plan check returned to city 7/7/14. Model plans approved and returned to the City 8/22/14. All permitted homes have been finalized. New homes currently under construction.	Inspect work improvements as scheduled.
Haciendas II Tract 31975 -137 Lot Subdivision	North of Avenue 43 & East of Golf Center	Provide info to the engineer performing due diligence for a developer. The subdivision was formerly owned by Beazer Homes. The subdivision is in AD 2004-VSD. Received Architectural plans 12/31/15 for 1st check. 1st check complete and returned to City 2/11/16. Mainline repairs complete. Maintenance Bond start date: 07/13/16.	Inspect laterals as requested by builder.
Hampton Inn	TBD - Spectrum St/Atlantic Ave	Plans submitted for new 93 room, 4 story hotel. Completed 1st plan check and returned to the City. Plans approved and returned to the City 8/30/18. Issued permit 3776 on 10/12/18.	Inspect work improvements as scheduled.
Hampton Inn Sewer Main Extension	North West Corner of Spectrum St and Atlantic Ave	Plans submitted for the extension of a public sewer main for Hampton Inn at Atlantic Ave. Plan check fees paid 7/11/18. Completed 2nd plan check and returned plans to the engineer 8/9/18. Plans approved and returned to engineer 8/27/18.	Waiting on developer bonds for sewer agreement.
Indio Mall Fire Rebuild	82011 Highway 111/ Monroe Street	Plans submitted for existing building TI. Plans approved and returned to the City 8/29/18. Issued permit 3769 on 9/18/18.	Inspect work improvements as scheduled.
Indio Palms Sewer Main Extension	South East Corner of Avenue 42 and Monroe St	Plans submitted for the extension of a private sewer main for Indio Palms at Spectrum Street. Plan check fees paid 2/1/18. Completed 1st plan check and returned plans to engineer 2/21/18. Completed 2nd plan check and returned plans to engineer 3/20/18. Plans approved and returned to engineer 5/10/18.	Waiting on developer bonds for sewer agreement.
Indio Village Square TI	44075 Jackson St	Plans submitted for TI of 2 single occupancy tenant restrooms. Plans approved and returned to the City 2/16/18. Permit 3784 issued 12/11/18.	Inspect work improvements as scheduled.
Jesus Yvette Salon - TI	45785 Towne Street/Hwy 111	Plans submitted for tenant TI. Completed 1st plan check and returned to the City 9/22/17. Plans approved and returned to the City 10/10/17.	Waiting for owner to process permit paperwork.
Les Schwab Tires	82361 Avenue 42/Monroe Street	Plans submitted for new building. Plans approved and returned to the City 10/26/17.	Waiting for owner to process permit paperwork.
Marshalls TI	42400 Jackson Street, Avenue 42	Plans submitted for existing shell building TI. Plan approved and returned to the City 11/15/18.	Waiting for owner to process permit paperwork.
Mex-American Tax Services	44250 Monroe St. / South of Indio Blvd	Plans submitted for an office addition, Returned 1st plan check back to City on 1/21/2014. Received 2nd submittal 3/13/2014. 2nd plan check completed and returned to the city on 3/31/2014. Received 3rd submittal 4/21/14. Reviewed, approved and returned plans back to the city on 5/15/2014. Issued permit 3518 on 8/4/15. Permit expired with the City.	Inspect work improvements as scheduled.
Mobile Gas Station TI	43411 Monroe Street/I-10	Plans submitted for TI. Plans approved and returned to the City 1/11/18. Issued permit 3775 on 10/8/18.	Inspect work improvements as scheduled.
Motorcoach CC - Casita Addition	80501 Avenue 48, Lot 33	Plans submitted for casita addition and storage building. Plans approved and returned to the City 7/19/18. Issued permit 3764 on 8/23/18.	Inspect work improvements as scheduled.
Motorcoach CC - Casita Addition	80501 Avenue 48, Lot 59	Plans submitted for casita addition, BBQ, and patio cover. Plans approved and returned to the City 7/3/18. Issued permit 3758 on 7/31/18.	Inspect work improvements as scheduled.
Motorcoach CC - Casita Addition	80501 Avenue 48, Lot 121	Plans submitted for casita addition and storage building. Plans approved and returned to the City 6/7/18.	Waiting for owner to process permit paperwork.
Motorcoach CC - Casita Addition	80501 Avenue 48, Lot 149	Plans submitted for casita addition and storage building. Plans approved and returned to the City 8/6/18. Issued permit 3765 on 8/29/18.	Inspect work improvements as scheduled.
Motorcoach CC - Casita Addition	80501 Avenue 48, Lot 157	Plans submitted for casita addition and storage building. Plans approved and returned to the City 8/27/18. Issued permit 3771 10/1/18.	Inspect work improvements as scheduled.
Motorcoach CC - Casita Addition	80501 Avenue 48, Lot 168	Plans submitted for casita addition and storage building. Plans approved and returned to the City 8/22/18.	Waiting for owner to process permit paperwork.

PROJECT NAME	STREET ADDRESS / CROSS STREET	CURRENT PROJECT STATUS	NEXT ACTION ITEM
Motorcoach CC - Casita Addition	80501 Avenue 48, Lot 170	Plans submitted for casita addition and storage building. Plans approved and returned to the City 6/7/18.	Waiting for owner to process permit paperwork.
Motorcoach CC - Casita Addition	80501 Avenue 48, Lot 198	Plans submitted for casita addition and storage building. Plans approved and returned to the City 4/27/18. Issued permit 3748 on 5/18/18.	Inspect work improvements as scheduled.
Motorcoach CC - Casita Addition	80501 Avenue 48, Lot 226	Plans submitted for casita addition and storage building. Plans approved and returned to the City 7/19/18. Issued permit 3759 on 7/31/18.	Inspect work improvements as scheduled.
Motorcoach CC - Casita Addition	80501 Avenue 48, Lot 302	Plans submitted for casita addition and storage building. Plans approved and returned to the City 4/19/18. Issued permit 3746 on 5/17/18.	Inspect work improvements as scheduled.
Motorcoach CC - Casita Addition	80501 Avenue 48, Lot 317	Plans submitted for casita addition and storage building. Plans approved and returned to the City 6/27/18.	Waiting for owner to process permit paperwork.
Motorcoach CC - Casita Addition	80501 Avenue 48, Lot 354	Plans submitted for casita addition and storage building. Plans approved and returned to the City 5/2/18. Issued permit 3751 on 6/7/18.	Inspect work improvements as scheduled.
Motorcoach CC - Casita Addition	80501 Avenue 48, Lot 366	Plans submitted for casita addition and storage building. Plans approved and returned to the City 5/2/18. Issued permit 3752 on 6/7/18.	Inspect work improvements as scheduled.
North Outdoor Resorts - Casita Addition	80394 Avenue 48, Lot 308	Plans submitted for casita and shade structure with indoor kitchen and restroom. Plans approved and returned to the City 11/20/18.	Waiting for owner to process permit paperwork.
North Outdoor Resorts - Casita Addition	80394 Avenue 48, Lot 370	Plans submitted for casita addition and shade structure with outdoor kitchen. Plans approved and returned to the City 8/27/18. Issued permit 3770 on 9/26/18.	Inspect work improvements as scheduled.
North Outdoor Resorts - Casita Addition	80394 Avenue 48, Lot 371	Plans submitted for casita addition and shade structure with outdoor kitchen. Plans approved and returned to the City 6/27/18. Issued permit 3757 on 7/30/18.	Inspect work improvements as scheduled.
Paradiso Tract 31815	East of Monroe North of Ave 41	Model homes. No plan check is required. Permit and Inspection fees need to be paid.	Perform inspection upon payment of required fees.
Parcel Map 36215	Dr. Carreon west of Van Buren	Civil plans submitted for 1st plan check. Plans approved and returned to the Engineer 1/18/18. Issued permit 3718 on 1/23/18.	Inspect work improvements as scheduled.
Regal Indio Metro 8 TI	81725 Highway 111	Plans submitted for TI of Metro 8 theater building. Completed 1st plan check and returned to the City 1/31/18.	Perform 2nd plan check upon plan resubmittal.
RPI (Royal Plaza Inn) Bar & Grill - TI (formerly Cactus Jacks)	82347 Highway 111	Plans submitted for tenant improvement and installation of a grease interceptor. Plans approved and returned to the City 10/12/17. Issued permit 3700 on 10/27/17.	Inspect work improvements as scheduled.
Sage Dental TI	82900 Avenue 42, Suite B-101	Plans submitted for existing building TI. Plans approved and returned to the City 9/20/18. Issued permit 3773 on 10/4/18.	Inspect work improvements as scheduled.
Sater's Apartment Complex / Avenue 44 Easement	Between Avenue 44 & Market St West of Jackson	VSD met with the Developer of an apartment complex and discussed sewer main connection options for the developer to tie into. Plans submitted for 6 building, 60 unit apartment complex. 3rd plan check returned to city 6/28/16. Plan approved and returned to the City 5/18/17. bonds and development agreement have been signed and recorded. Waiting for developer to finalize easement and permit project.	Waiting for owner to process permit paperwork.
Shadow Hills Plaza Ste F-102 TI	82900 Avenue 42/Jackson St	Plans submitted for existing building TI. Completed 1st plan check and returned to the City 6/15/18.	Perform 2nd plan check upon plan resubmittal.
Sun Community Credit Union TI	82195 Avenue 42/Monroe	Plans submitted for existing building TI. Plans approved and returned to the City 11/7/18. Issued permit 3788 on 11/16/18.	Inspect work improvements as scheduled.
Terra Lago Four Seasons Tract 32341-3	North of Avenue 44 & East of Harrison	Plans approved from previous developer. Working on getting the development agreement recorded. Bonds have been submitted. Construction work is in progress. Warranty Bond in place 3/28/18.	Inspect work improvements as scheduled.
Terra Lago Four Seasons Tract 32341-4	North of Avenue 44 & East of Harrison	37 Lot Residential Tract Development. Plans submitted for plan check #1. 1/6/14 received 2nd submittal. 01/21/14 received 3rd submittal. Plans approved and Fees paid. Warranty Bond in place 3/28/18.	Inspect work improvements as scheduled.
Terra Lago Four Seasons Tract 32341-5	North of Avenue 44 & East of Harrison	50 Lot Residential Tract Development. Plans submitted for 1st plan check. 1/6/14 received 2nd submittal. 01/21/14 received 3rd submittal. 3rd plan check returned 3/10/2014. Plans approved June 3, 2014. Warranty Bond Released 5/10/18.	Inspect work improvements as scheduled.

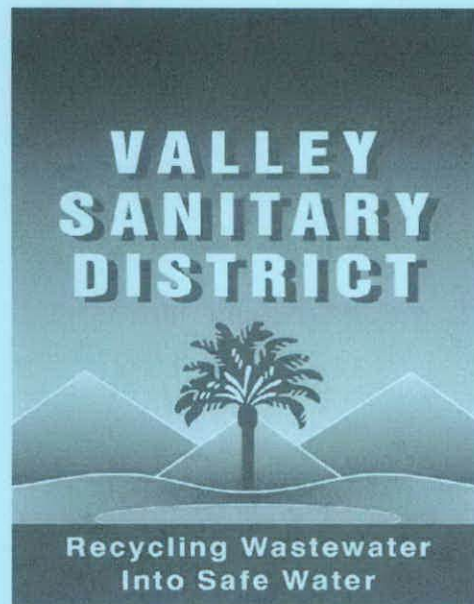
PROJECT NAME	STREET ADDRESS / CROSS STREET	CURRENT PROJECT STATUS	NEXT ACTION ITEM
Terra Lago Four Seasons Tract 32341-6	North of Avenue 44 & East of Harrison	Plans submitted for plan check review on the next phase of development. 1st plan check ready to be picked up. Plans Approved 2/9/16. Performance Bond Released 3/20/2017. Warranty Bond in place.	Inspect work improvements as scheduled. Inspection and testing of sewer main after the one year warranty period.
Terra Lago Four Seasons Tract 32341-7	North of Avenue 44 & East of Harrison	Civil plans submitted plan check. Plans approved and returned to the Engineer 7/11/17. Issued permit 3715 on 1/29/18.	Inspect work improvements as scheduled.
Terra Lago Four Seasons Tract 32341-8	North of Avenue 44 & East of Harrison	Civil plans submitted for plan check. Plans approved and returned to the Engineer 12/4/17.	Waiting for owner to process permit paperwork.
Terra Lago Four Seasons Tract 32341-9	North of Avenue 44 & East of Harrison	Civil plans submitted for plan check. Plans approved and returned to the Engineer 4/3/18.	Waiting for owner to process permit paperwork.
Terra Lago Four Seasons Tract 32341-10	North of Avenue 44 & East of Harrison	Civil plans submitted for plan check. Plans approved and returned to the Engineer 4/3/18.	Waiting for owner to process permit paperwork.
Terra Lago Four Seasons Tract 32341-11	North of Avenue 44 & East of Harrison	Civil plans submitted for plan check. Completed 1st plan check and returned to the Engineer 12/12/18.	Perform 2nd plan check upon plan resubmittal.
Terra Lago Four Seasons Tract 32462	North of Avenue 44 & East of Harrison	19 Lot Residential Tract Development. Plans submitted for 1st plan check. 1/6/14 received 2nd submittal. 01/21/14 received 3rd submittal. Plans revised and resubmitted due to field issues. Warranty Bond Released 5/10/18.	Inspect work improvements as scheduled.
Terra Lago Four Seasons Tract 32462-2	North of Avenue 44 & East of Harrison	Plans approved from previous developer. Development agreement has been recorded. Bonds have been submitted. Construction work is in progress.	Inspect work improvements as scheduled.
The Daily Grind Coffee - TI	45810 Fargo Street/Hwy 111	Plans submitted for tenant TI. Plans approved and returned to the City 1/24/18. Issued permit 3737 on 3/9/18.	Inspect work improvements as scheduled.
The Palms Building 10	Avenue 42/Monroe - Address TBD	Plans submitted for new buildings. Plans approved and returned to the City 6/8/17.	Waiting for owner to process permit paperwork.
Tower Market Gas Station	84417 Indio Blvd, Avenue 48	Plans submitted for gas station and convenience store. Completed 2nd plan check and returned to the City 12/20/18.	Perform 3rd plan check upon plan resubmittal.
U Save Market TI	46527 Calhoun Street/Date Avenue	Plans submitted for existing building TI. Plan approved and returned to the City 12/12/18. Permit 3794 issued 12/18/18.	Inspect work improvements as scheduled.
Valero/Circle K	42250 Jackson Street / Showcase Parkway	Plans submitted for new Valero gas station/Circle K. Completed 2nd plan check and returned to the City 10/10/18.	Perform 3rd plan check upon plan resubmittal.

Agenda Item 5



CLOSED SESSION

The Board shall adjourn to closed session for labor negotiations pursuant to Government Code Section 54957.6 for unrepresented employee –
General Manager



Informational Items

Valley Sanitary District
Combined Monthly Account Summary
November 2018 (UNAUDITED)

<u>Account Description</u>	<u>Current Month</u>	<u>Fiscal YTD</u>	<u>Annual Budget</u>	<u>% Expended</u>	<u>Balance</u>
Operating Expenses					
Salaries	194,368	1,018,165	2,496,500	41 %	1,478,335
Callout	651	2,773	7,000	40 %	4,227
Group dental/vision	1,839	8,639	26,100	33 %	17,461
Group disability	1,069	4,996	12,300	41 %	7,304
Group health	33,546	159,924	433,600	37 %	273,676
Group life	495	2,282	5,900	39 %	3,618
Longevity	2,585	14,215	35,200	40 %	20,985
Overtime	2,170	14,532	15,500	94 %	968
Payroll taxes	13,137	73,695	195,600	38 %	121,905
Retirement	18,500	97,853	272,000	36 %	174,147
Standby	2,680	14,498	35,000	41 %	20,502
Workers comp	3,656	19,293	48,800	40 %	29,507
Certifications	442	1,327	8,100	16 %	6,773
Chemicals	19,970	131,744	366,030	36 %	234,286
Clothing/Safety	1,740	12,017	38,400	31 %	26,383
Comprehensive insurance	0	293,286	295,000	99 %	1,714
Contract services	48,465	178,439	550,085	32 %	371,646
County charges	0	139	22,000	1 %	21,861
Directors' fees	2,500	15,000	36,500	41 %	21,500
Electricity	34,910	194,342	509,300	38 %	314,958
Gas/Oil	1,909	16,208	52,000	31 %	35,792
Memberships/Subscriptions	0	10,016	37,385	27 %	27,369
Natural gas	407	997	4,000	25 %	3,003
Office expense	1,722	6,705	16,000	42 %	9,295
Operating supplies	9,997	43,275	153,100	28 %	109,825
Other expenses	0	4,858	30,000	16 %	25,142
Permits & fees	0	20,136	81,950	25 %	61,814
Pretreatment	0	0	1,000	0 %	1,000
Professional/Legal	22,792	80,164	404,840	20 %	324,676
Publications	440	559	4,500	12 %	3,941
Repairs/Maintenance	34,243	225,254	567,600	40 %	342,346
Research & monitoring	11,090	18,545	89,300	21 %	70,755
Small tools	172	8,108	17,750	46 %	9,642
Telephone	1,809	7,864	19,500	40 %	11,636
Trash collection	1,879	11,389	35,000	33 %	23,611
Travel/Mtgs/Ed	1,301	18,783	74,000	25 %	55,217
Water	1,177	7,669	27,500	28 %	19,831
Total Expenses	471,661	2,737,688	7,024,340	39 %	4,286,652

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Valley Sanitary District
Combined Monthly Account Summary
November 2018 (UNAUDITED)

<u>Account Description</u>	<u>Current Month</u>	<u>Fiscal YTD</u>	<u>Annual Budget</u>	<u>% Expended</u>	<u>Balance</u>
Capital Expenses					
Capital O & M Fund 11	41,252	92,802	400,000	23 %	307,198
Capital Replacement Fund 12	50,743	216,785	2,657,020	8 %	2,440,235
Capital Improvement Fund 13	0	0	211,240	0 %	211,240
Total Capital Expenses	91,995	309,587	3,268,260	9 %	2,958,673

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Valley Sanitary District

Monthly Income Summary

November 2018 (UNAUDITED)

Revenues	Current Month	Fiscal YTD	Annual Projection	% Received	Balance
11-4120000-0 Sewer Service Chgs-Current	\$11,854	\$10,508,719	\$11,005,080	95 %	\$496,361
11-4140000-0 Sewer Service Chgs-Penalties	\$0	\$0	\$1,000	0 %	\$1,000
11-4210000-0 Permit & Inspection Fees	\$3,365	\$17,085	\$10,000	171 %	(\$7,085)
11-4260000-0 Saddles/Disconnect Fees	\$0	\$80	\$0	0 %	(\$80)
11-4270000-0 Plan Check Fees	\$450	\$4,525	\$10,000	45 %	\$5,475
11-4285000-0 Other Services	\$0	\$0	\$1,800	0 %	\$1,800
11-4310000-0 Sale of Surplus Property	\$0	\$1,816	\$0	0 %	(\$1,816)
11-4430000-0 Taxes - Current Secured	\$0	\$0	\$700,000	0 %	\$700,000
11-4440000-0 Taxes - Current Unsecured	\$0	\$21,610	\$21,000	103 %	(\$610)
11-4450000-0 Taxes - Prior Secured	\$0	\$0	\$6,000	0 %	\$6,000
11-4465000-0 Taxes - Penalties	\$0	\$0	\$1,500	0 %	\$1,500
11-4470000-0 Supple Prop. Taxes - Current	\$0	\$0	\$7,000	0 %	\$7,000
11-4480000-0 Supple Prop. Taxes - Prior	\$0	\$0	\$3,200	0 %	\$3,200
11-4500000-0 Homeowners Tax Relief	\$0	\$0	\$6,000	0 %	\$6,000
11-4510000-0 Interest Income	\$0	\$122,188	\$140,000	87 %	\$17,812
11-4574000-0 Non-Operating Revenues - Fnd 11	\$0	\$823	\$500	165 %	(\$323)
12-4510000-0 Interest Income	\$0	\$147,389	\$0	0 %	(\$147,389)
13-4200000-0 Connection Fees	\$81,035	\$479,130	\$895,650	53 %	\$416,520
13-4510000-0 Interest Income	\$0	\$32,700	\$55,000	59 %	\$22,300
Total Revenues	\$96,704	\$11,336,065	\$12,863,730	88 %	\$1,527,665

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