

Tuesday, November 8, 2022 at 1:00 PM Valley Sanitary District Board Room 45500 Van Buren Street, Indio, CA 92201

BOARD OF DIRECTORS REGULAR SESSION AGENDA

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

Zoom link: https://us06web.zoom.us/j/81593311906

Meeting ID: 815 9331 1906

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

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

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

- 1. CALL TO ORDER
- 2. ROLL CALL
- 3. PLEDGE OF ALLEGIANCE
- 4. NOVEMBER EMPLOYEE ANNIVERSARIES

Mark Wiseman, Wastewater Operator II - 2 years Dave Commons, Chief Operating Officer - 1 year Miguel Serna, Human Resources Specialist - 1 year

5. PUBLIC COMMENT

6. CONSENT CALENDAR

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

6.1 Approve Board Meeting Minutes of October 25, 2022

Recommendation: Approve

6.2 Approve Warrants for November 8, 2022

Recommendation: Approve

7. NON-HEARING ITEMS

7.1 Declare 2009 Ford Crew Cab 4x4 Surplus Equipment and Authorize the General Manager to Dispose as Appropriate

Recommendation: Approve

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

Recommendation: Approve

7.3 Adopt Valley Sanitary District Legislative Advocacy Guidelines

Recommendation: Approve

7.4 Discuss Attending the CASA 2023 Washington DC Policy Forum and Authorize Specific Directors to Attend and Reimbursement of Related Expenses and Provide Direction to Staff

Recommendation: Approve

7.5 Establish an Ad Hoc Committee for the Purpose of Recruiting a General Manager

Recommendation: Approve

8. GENERAL MANAGER'S REPORT

8.1 Monthly General Managers Report - September 2022

Recommendation: Review

9. COMMITTEE REPORTS

9.1 Draft Minutes for July 5, 2022, Regular Budget & Finance Committee Meeting

Recommendation: Information

10. DIRECTOR'S ITEMS

11. INFORMATIONAL ITEMS

11.1 Recognize November 19, 2022, as United Nations World Toilet Day

Recommendation: Discuss

12. PUBLIC COMMENT

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

13. CONVENE IN CLOSED SESSION

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

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

14. CONVENE IN OPEN SESSION

15. ADJOURNMENT

POSTED October 6, 2022 Holly Gould Clerk of the Board Valley Sanitary District

PUBLIC NOTICE

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



ITEM 6.1 ACTION

Valley Sanitary District

DATE: November 8, 2022

TO: Board of Directors

FROM: Holly Gould, Clerk of the Board

SUBJECT: Approve Board Meeting Minutes of October 25, 2022

Suggested Action

Approve

Strategic Plan Compliance

GOAL 6: Improve Planning, Administration and Governance

Fiscal Impact

None

Background

The meeting minutes for the Board of Directors Meeting held October 25, 2022.

Attachments

25 Oct 2022 Meeting Minutes.pdf

VALLEY SANITARY DISTRICT MINUTES OF REGULAR BOARD MEETING

October 25, 2022

A regular Board Meeting of the Governing Board of Valley Sanitary District (VSD) was held on Tuesday, October 25, 2022, at 45-500 Van Buren St., Indio, CA 92201.

1. CALL TO ORDER

President Sear called the meeting to order at 1:02 p.m.

2. ROLL CALL

Directors Present:

Debra Canero, Dennis Coleman, Mike Duran, Scott Sear, William Teague

Staff Present:

Beverli Marshall, Holly Gould, Jeanette Juarez, Ron Buchwald, Dave Commons, Tino Tijerina, Ed Luna, Bob Hargreaves, Best & Krieger

Guests Present:

Letitia White, Innovative Federal Strategies Drew Tatum, Innovative Federal Strategies Jean Denton, Innovative Federal Strategies Dr. Bruce Underwood, Healthy Futures

3. PLEDGE OF ALLEGIANCE

4. PUBLIC COMMENT

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

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

5. CONSENT CALENDAR

- 5.1 Approve Meeting Minutes of October 11, 2022
- 5.2 Approve Warrants for October 25, 2022
- 5.3 Receive and File Credit Card Report for September 30, 2022

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Board Meeting of October 25, 2022

- 5.4 Monthly Revenue & Expense Report for the Period Ending September 30, 2022
- 5.5 Declare 2009 Ford Crew Cab 4x4 Surplus Equipment and Authorize the General Manager to Dispose of it as Appropriate
- 5.6 Accept Grant of Easement Located at 45761 Flower Street, Indio, CA, and Authorize the General Manager to Sign a Certificate of Acceptance
- 5.7 Cancel the Regular Board Meeting on Tuesday, December 27, 2022, Due to its Proximity to the District Observed Holiday

The Board requested item 5.5 be removed from the Consent Calendar and brought back at a future meeting with more information.

ACTION TAKEN:

MOTION:

Director Teague motioned to approve the presented consent calendar items 5.1-5.4 and 5.6-5.7. Vice President Canero seconded the motion. Motion carried by

the following roll call vote: AYES: Canero, Coleman, Duran, Sear, Teague

NOES: None

MINUTE ORDER NO. 2022-3242

6. NON-HEARING ITEMS

6.1 Receive Update from Innovative Federal Strategies, LLC on Federal Legislative Issues

Letitia White, Drew Tatum, and Jean Denton of Innovative Federal Strategies updated the Board on what is going on in Washington, D.C., and what to expect in the next few months.

6.2 Authorize the General Manager to Execute a Contract with VM Mechanical Air Conditioning and Heating for the Purchase and Installation of a 10-ton HVAC Unit for the Blower Room Building in an Amount Not to Exceed \$27,825

Currently, the District has one 12-Ton HVAC unit supplying air to the Blower Room, sufficient to provide cooling in the past. In 2020, a second blower was installed to provide additional air to the Aeration Basins. The required operation of two blowers affects the heat load mixed with extreme ambient temperatures, causing the equipment to overheat and run at higher temperatures. The subjection of high temperatures to the equipment will result in premature failure and loss of air supply to the processing in the District's Aeration Basin. Staff recommends adding a second 10-ton HVAC unit to the Blower Room to help combat the higher temperatures.

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Board Meeting of October 25, 2022

ACTION TAKEN:

MOTION:

Vice President Canero motioned to authorize the General Manager to execute a contract with VM Mechanical Air Conditioning and Heating to purchase and install a 10-ton HVAC unit for the Blower Room Building in an amount not to exceed \$27,825. Director Duran seconded the motion. Motion carried by the following roll call vote:

AYES: Canero, Coleman, Duran, Sear, Teague

NOES: None

MINUTE ORDER NO. 2022-3243

6.3 Authorize the General Manager to Issue a Purchase Order for a Combination Sewer Cleaning Truck from Haaker Equipment in an Amount Not to Exceed \$619,163.77

The District currently has two combination sewer cleaning trucks; a 2014 Vactor/Kenworth truck, the primary unit, and a 2003 International truck, the backup unit that continually experiences maintenance issues. Purchasing a new combination sewer cleaning truck will allow the 2014 truck to become the backup, and the 2003 truck will be sold. The proceeds will partially offset the cost of the new truck. Staff has solicited information from various manufacturers of combination cleaning units, including combination units that are recyclers. Recycler units have been modified to use the wastewater from sewer mains as the water source for jetting sewer mains, which saves money (domestic water charges) and staff time to fill water tanks on the units. After many demonstrations, it was determined that a Recycler unit would not benefit the needs of the Valley Sanitary District. Staff recommends a traditional truck like those purchased in the past.

ACTION TAKEN:

MOTION:

Director Duran motioned to authorize the General Manager to issue a purchase order for a Combination Sewer Cleaning Truck from Haaker Equipment in an amount not to exceed \$619,163.77. Director Teague seconded the motion. Motion carried by the following roll call vote:

AYES: Canero, Coleman, Duran, Sear, Teague

NOES: None

MINUTE ORDER NO. 2022-3244

6.4 Authorize the General Manager to Execute a Contract with NBS to Perform a Sewer Rate Study Update and Capacity Fee Study in an Amount Not to Exceed \$79,640

On April 19, 2022, staff presented the fiscal year 2022/23 proposed budget with changes that impacted the financial plan. The changes were significant in that they impacted the fiscal year 2021/22 rate study and fee schedule. The changes were primarily Capital Improvement Project (CIP) driven. The budgetary shortfall is due to inflationary costs, debt service requirements, and regulatory requirements impacting the capital improvement prioritization Valley Sanitary District schedule. Projects are being delayed or postponed, which will only increase the cost of completing these already urgent projects in the long term. Updating the rate study will allow ample time for the Board to review an updated financial

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Board Meeting of October 25, 2022

plan and meet Proposition 218 notice requirements should the Board of Directors deem it necessary to adjust the rate schedule.

ACTION TAKEN:

MOTION:

Secretary/Treasurer Coleman motioned to authorize the General Manager to execute a contract with NBS to perform a Sewer Rate Study Update and Capacity Fee Study in an amount not to exceed \$79,640. Director Teague

seconded the motion. Motion carried by the following roll call vote:

AYES: Canero, Coleman, Sear, Teague

NOES: Duran

MINUTE ORDER NO. 2022-3245

6.5 Award Contract to GRBCON in an Amount Not to Exceed \$2,317,866 for the Indio Downtown District Sewer Improvement Project

Vice President Canero recused herself from the discussion and vote due to owning property in the proximity of the project. The second improvement project in the Collection System Rehabilitation project consists of sewer main rehabilitation, manhole rehabilitation, and sewer main replacement in the downtown area near Jackson Street and Requa Street. Project work will also include traffic control, temporary bypassing of sewer flows, and cleaning and repairing the sewer mains. The project was out to bid on August 29, 2022 and closed on October 12, 2022. A total of three contractors submitted sealed bids to the District. One of the bidders (Van Dyck) did not comply with bid instructions and therefore was disqualified. The lowest responsible bidder was GRBCON, Inc., with a bid of \$2,317,866. The Engineer's Estimate came in at \$2,745,358.

ACTION TAKEN:

MOTION:

Director Duran motioned to award a contract to GRBCON in an amount not to exceed \$2,317,866 for the Indio Downtown District Sewer Improvement Project Director Teague seconded the motion. Motion carried by the following roll call vote:

AYES: Coleman, Duran, Sear, Teague

NOES: None Recuse: Canero

MINUTE ORDER NO. 2022-3246

7. **GENERAL MANAGER'S ITEMS**

The Directors gave their RSVPs for the upcoming community events; College of the Desert's State of the College, Coachella Valley History Museum's Día de Los Muertos, and the City of Indio's State of the City.

8. **COMMITTEE REPORTS**

8.1 Community Engagement Committee Report for October 19, 2022

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Board Meeting of October 25, 2022

Chairperson Sear and Committee Member Canero updated the Community Engagement Committee meeting on October 19, 2022. The Committee received an update with Townsend Public Affairs and discussed adopting Legislative Guidelines for 2023, discussed the updates from CV Strategies and the Communications and Public Outreach Request for Proposals, received an update on the public outreach for the Recycled Water Project- Phase I, and the cancellation of the State of the District event.

9. DIRECTOR'S ITEMS

The Board suggested scheduling a Board Workshop to review the Strategic Plan after the new Board Member is sworn in.

10. INFORMATIONAL ITEMS

10.1 Information Regarding New Procurement Software OpenGov

In the fiscal year 2022/23, one of the Administration's Departmental goals is to procure an enterprise resource system that can streamline the District purchasing processes from RFP development, supplier engagement, and contract award. The District reviewed three (3) different options and selected OpenGov Procurement as the best option based on the one-module software, unlimited users, cloud-based support, and continued training options.

11. PUBLIC COMMENT

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

None.

President Sear called for a short recess at 2:47 p.m. The Board of Directors reconvened at 2:51 p.m. Roll call was taken, and all Directors were present.

12. CONVENE IN CLOSED SESSION

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

- 12.1 Conference with Legal Counsel Discussion to Consider Initiation of Litigation Pursuant Government Code Section 54956.9 (d)(2) Under existing facts and circumstances, legal counsel believes that there is significant exposure to litigation.
- 12.2 Public Employee Performance Evaluation
 Pursuant to Government Code Section 54957(b)(1)
 Title: General Manager

The Board adjourned to Closed Session at 2:52 p.m.

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Board Meeting of October 25, 2022

13. CONVENE IN OPEN SESSION

Report out on Closed Session items

The Board reconvened in open session at 3:49 p.m. President Sear stated there was nothing to report.

14. ADJOURNMENT

There being no further business to discuss, the meeting adjourned at 3:50 p.m. The next regular Board meeting will be on November 8, 2022.

Respectfully submitted,

Holly Gould, Clerk of the Board Valley Sanitary District



ITEM 6.2 ACTION

Valley Sanitary District

DATE: November 8, 2022

TO: Board of Directors

FROM: Jeanette Juarez, Chief Administrative Officer

SUBJECT: Approve Warrants for November 8, 2022

Suggested Action

Approve

Strategic Plan Compliance

GOAL 5: Long-Term Financial Strength

Fiscal Impact

The total charges incurred for the warrants from October 18, 2022, through October 31, 2022, are \$391,775.15.

Background

The attached warrants list shows all disbursements from October 18, 2022, through October 31, 2022.

Recommendation

Staff recommends that the Board of Directors approve the warrants for November 8, 2022.

Attachments

Warrants for Novebmer 8, 2022.pdf

DISBURSEMENTS

Approved at the Board Meeting of November 8, 2022

40060 IMC Environmental Inc	VED objecting and handling oberges offset by CM 112572	¢1 100 E7
40969 JWC Environmental Inc. 40970 United Way of the Desert	VFD shipping and handling charges offset by CM 112572 PR 09/30/2022 - 10/13/2022 PD 10/21/2022	\$1,188.57 \$20.00
40971 Advanced Resources, LLC	Temp lab tech - 10/03/2022-10/16/2022	\$3,580.50
40972 Badger Meter, Inc	Gas phase sulfite sensor	\$340.01
40973 Calif. Special District Association	2023 Membership renewal + (2) Fed/State labor law posters	\$8,860.00
40974 Caltest Analytical Laboratory	Weekly samples NPDES	\$353.40
40974 Caltest Analytical Laboratory	Monthly samples - 10/28/2022	\$391.40
40974 Caltest Analytical Laboratory	Weekly samples NPDES - 10/28/2022	\$383.40
40974 Caltest Analytical Laboratory	Weekly samples - 10/28/2022	\$383.40
40975 Carollo Engineering, Inc	ESDC of VSD Sewer Siphon Replacement - July-September 2022	\$6,509.50 \$475.24
40976 Cintas Corp 40976 Cintas Corp	First aid supplies replenishment - 10/21/2022 Uniforms, mats, towels and etc - 10/20/2022	\$463.78
40977 Denali Water Solutions	Biosolids hauling services - May 2022	\$5,672.60
40978 Desert Arc	Janitorial services - September 2022	\$3,500.36
40979 Desert Hose & Supply	3 inch hot air blower hose	\$80.08
40979 Desert Hose & Supply	Fuel tank repairs	\$76.27
40979 Desert Hose & Supply	Fittings for chlorine injectors, safety gloves	\$376.19
40980 Eisenhower Occupational Health	Employee extended exam	\$390.00
40981 Fisher Scientific	Celite 545 particle	\$109.94
40981 Fisher Scientific	Alkalinity STD	\$80.39 \$74.01
40981 Fisher Scientific 40982 GPE Controls, Inc.	Sodium thiosulfate O-rings, gaskets	\$74.01 \$684.06
40983 Grainger	Dry lubricant	\$91.62
40983 Grainger	Gloves, lights, lamp	\$364.14
40983 Grainger	Strut channel, conduit strap clamp	\$665.31
40983 Grainger	V belt wrapped, aspen pad, purge pump	\$132.65
40983 Grainger	Band saw blade	\$65.93
40983 Grainger	Band saw blade, bimetal	\$80.06
40983 Grainger	Diposable gloves, cable ties	\$258.01
40984 Haaker Equipment Company	BIT Inspection on 6 Units	\$1,852.31
40985 Harris & Associates	PADM Collection Sys PH 4 - 8/28/2022-10/01/2022	\$16,864.00
40986 High Tech Irrigation Inc.	SS 45 ELL	\$43.67
40987 J.G. Tucker & Sons, Inc.	Sensor calibration services	\$350.44
40988 Lawson Products, Inc.	Bristle disk, jig blade, bushing, bolt	\$1,695.80 \$143.41
40989 Linde Gas & Equipment Inc. 40990 McMaster-Carr Supply Co.	Tank rental - 09/20/2022-10/20/2022 SS Hairpin cotter pin	\$24.07
40990 McMaster-Carr Supply Co.	Thick wall clear pvc	\$42.63
40991 Mobile Modular Managment Corp	Cubical Rental - 10/09/2022-11/07/2022	\$655.15
40992 NeoGov	Subscription Governmentjobs.com 02/14/2023-2/13/2024	\$9,769.23
40993 OpenGov, Inc	OpenGov Procurement Software - 10/01/2022-9/30/2023	\$29,286.00
40994 Stantec Consulting Services, Inc.	IPS rehab owners rep - September 2022	\$3,489.87
40995 Todd Groundwater	EVRA Hydrogeologic modeling evaluation - September 2022	\$8,112.18
40996 Townsend Public Affairs, Inc	State advocacy services - July 2022	\$5,000.00
40996 Townsend Public Affairs, Inc	State advocacy services - August 2022	\$5,000.00
40996 Townsend Public Affairs, Inc	State advocacy services - September 2022	\$5,000.00
40996 Townsend Public Affairs, Inc	State advocacy services - October 2022	\$5,000.00
4097 Univar Solutions	Sodium bisulfite - 10/14/2022	\$6,808.13
40997 Univer Solutions	Sodium hypo delivery - 10/15/2022	\$13,763.17
40997 Univar Solutions 40998 USA Blue Book	Sodium hypo delivery - 10/24/2022 Sludge judge	\$13,933.14 \$251.32
40998 USA Blue Book	Flat spray nozzle	\$443.14
40998 USA Blue Book	TNT+ Alkalinity, Ammonia reagent	\$811.95
40999 Valley Office Equipment, Inc	Sharp copier maintenance - 9/13/2022-10/12/2022	\$64.00
41000 White Cap, L.P.	Pro folding pistogrip measuring wheel	\$241.74
202210261 Colonial Life	PR 09/16/2022 - 09/29/2022 PD 10/07/2022	\$995.33
202210261 Colonial Life	PR 09/30/2022 - 10/13/2022 PD 10/21/2022	\$995.33
202210311 Domino Solar LTD	Electricity - September 2022	\$9,064.76
202210312 Imperial Irrigation District	Electricity - September 2022	\$51,207.58
202210313 Imperial Irrigation District	Electricity - September 2022	\$476.69
202210314 Verizon Wireless	Cell service - October 2022	\$1,401.79
202211011 De Lage Landen Financial Services, Inc	Sharp copier lease - October 2022	\$212.07
202211012 Indio Water Authority	Water - September 2022	\$1,702.68
202211013 Standard Insurance Company 202211041 Paychex - Direct Deposit	Life and disability insurance - November 2022 PR 10/14/2022 - 10/27/2022 PD 11/04/2022	\$1,610.81 \$90,544.76
202211041 Paychex - Direct Deposit 202211042 Paychex - Garnishment	PR 10/14/2022 - 10/27/2022 PD 11/04/2022 PR 10/14/2022 - 10/27/2022 PD 11/04/2022	\$90,544.76 \$210.46
202211043 Paychex - Garristinient	PR 10/14/2022 - 10/27/2022 PD 11/04/2022 PR 10/14/2022 - 10/27/2022 PD 11/04/2022	\$41,828.02
202211044 CalPERS 457	PR 10/14/2022 - 10/27/2022 PD 11/04/2022	\$1,070.00
202211045 Empower (formerly Mass Mutual)	PR 10/14/2022 - 10/27/2022 PD 11/04/2022	\$10.00
202211046 Mission Square (formerly ICMARC / Vantage Point)	PR 10/14/2022 - 10/27/2022 PD 11/04/2022	\$1,570.00
202211047 Nationwide Retirement Solution	PR 10/14/2022 - 10/27/2022 PD 11/04/2022	\$1,813.00
202211048 Paychex - Fee	PR 10/14/2022 - 10/27/2022 PD 11/04/2022	\$191.58
202211049 Calpers Retirement	PR 10/14/2022 - 10/27/2022 PD 11/04/2022	\$22,574.12
	-	****
	Totals	\$391,775.15



ITEM 7.1 ACTION

Valley Sanitary District

DATE: November 8, 2022

TO: Board of Directors

FROM: Tino Tijerina, Maintenance Supervisor & Ron Buchwald, District

Engineer

SUBJECT: Declare 2009 Ford Crew Cab 4x4 Surplus Equipment and Authorize

the General Manager to Dispose as Appropriate

Suggested Action

Approve

Strategic Plan Compliance

GOAL 3: Excellent Facilities

Fiscal Impact

Any revenue from the sale of the surplus vehicle will be used to offset the cost of the replacement vehicle. Kelly Blue Book lists a value of \$16,700 to \$19,300 for the 2009 Ford Crew Cab.

Background

The 2009 Ford Crew Cab 4x4 truck has reached the end of its useful life as a primary vehicle and was identified on the Vehicle and Equipment replacement fund for Fiscal Year 2022-23 to be replaced. It has 43,028 miles of use but the vehicle is showing wear and replacement parts are getting harder to find and expensive.

In 2005, SCAQMD and California Resources Control Board (CARB) passed a rule that requires all gas stations to retrofit the gasoline dispensers at all pumps. All gas stations have complied. VSD is in the process of upgrading our gas dispensing system. However, this new gas dispenser will not work on vehicles older than 2014 even though it complies with AQMD and CARB regulations. To pump gas from VSD's new dispenser to an older vehicle, it will require an upgrade to the vehicle. Staff was told that this upgrade would cost about \$30,000. Staff also inquired about upgrading VSD's new gas dispenser (currently not installed) and was told that it would cost about \$38,000. Staff recommends saving this money and selling the 2009 Ford Crew Cab.

VSD has purchased a 2022 Ford Hybrid truck to replace the 2009 Ford Crew Cab. If approved, the surplus truck will be sold on GovDeals.

Recommendation

Staff recommends that the Board of Directors declare the 2009 Ford Crew Cab 4x4 truck as surplus equipment and authorize the General Manager to dispose as appropriate.

Attachments

2009 ford surplus.pdf

VALLEY SANITARY DISTRICT EQUIPMENT DISPOSITION FORM

(This form is to be completed upon the disposition of fixed assets, including equipment for surplus)

Date of	of Disposition:	10/25/2022				
Danar	tment: Mainte	nanca	Location: VSD			
Depai	tillelit. Mailite	mance	Location. VSD			
Justifi	cation for Dis	position: The Truck	is a 2009, it is on the Vehicle and	Equipment R	enlaceme	ent list.
			replace this vehicle.		оргиости	
		<u> </u>				
	_					
Item	Asset Tag	Serial #	Description	Current	Value	
#	#			Location	\$	
1		1FTRW14849F B02411	2009 Ford F-150 Crew Cab 4x4	VSD	\$10K	GovDeals
					0	
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	Sold (Please at		umentation and sale value.) scription of circumstances surround	ing loss)		
	`		Please attach supporting documenta			
		ease attach supporting				
	,	or use as source of p	,			
			t or complete description of circum	stances.)		
			ete description of circumstances.)			
			ocumentation of Board Action)			
	Other, Please		,			
Depar	tment Supervi	sor:	General Manager:			

District Board Action: APPROVED 10/25/2022

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		1	-



Valley Sanitary District

DATE: November 8, 2022

TO: Board of Directors

FROM: Ronald Buchwald, District Engineer

SUBJECT: Authorize the General Manager to Execute a Contract with

Elevation Health to Provide an Employee Health and Wellness Program Services in an Amount Not to Exceed \$37,750 for a 12-

Month Period

Suggested Action

Approve

Strategic Plan Compliance

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

Fiscal Impact

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

Background

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

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

A four-member evaluation committee comprised of VSD employees (different from those that comprised the evaluation committee on the first RFP) independently reviewed the submitted

proposals utilizing the six evaluation criteria found in the RFP. According to the evaluation scores, the committee determined that Elevation Health represents the best option for VSD's Employee Health and Wellness Program.

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

Recommendation

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

Attachments

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



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

Elevation Corporate Health, LLC
DBA: Elevation Health
861 SouthPark Dr. #100
Littleton, CO 80120
www.contactelevation.com

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

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

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

Company Contact:

Micaela Robinson - Regional Director of Business Development

m.robinson@contactelevation.com

Phone: 818-442-8934

Authorized to Sign Contract:

Angela Nichols - President/Partner a.nichols@contactelevation.com

Phone: 720-352-2548



B. Proposer Statement of Qualifications:

1. Executive Summary

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

Core Competencies

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

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

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

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

Customization is necessary for all aspects of the program.

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



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

2. Qualifications and Experience:

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

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

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

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

Biometric & Flu Shot Clinics:

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

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

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

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



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

Onsite & Virtual Fitness/Wellness Services

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

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

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



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

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

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





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

Please see the attached PDF of our Technology Overview

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

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



AN 8 WEEK EDUCATIONAL PROGRAM

ELEVATE MINDFULLY

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







Additional Offerings:

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

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

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

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



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

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

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

- b. Any key staff members who would be involved in the performance of the scope of work. Provide their resumes, describe their experience and identify their proposed role for the Project.
 - i. With over 100 years of combined experience in the industry, Elevation's entire executive team will be a part of the VSD Wellness Program. Micaela Robinson and Katelyn Cronquist will work together with our operations team to assist with on-boarding, training and onsite support for the program. Each team member you see below will have an integral part in the success of this project.

Key Personnel and roles

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



Micaela Robinson
Senior Regional Director of Business Innovation - Based in California



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

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

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



Angela NicholsPresident & Partner - Based in Colorado

Angie Nichols is the President & a Partner of Elevation Health. She holds a B.S. in Exercise Physiology from Ohio University and a Masters in Sport and Recreation Management from Kent State University. She has designed over 100 fitness

centers for multiple sectors including corporations, residential communities, universities and multi-tenant buildings.

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



Katelyn Cronquist *Director of Operations - Based in Colorado*

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



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

Please see the attached Resumes for Micaela, Angie & Katelyn

Other key personnel:

Program Coordinator

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

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

Program Coordinator Job Description Example:

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

DUTIES & ESSENTIAL JOB FUNCTIONS

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



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

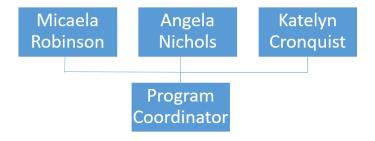
OTHER FUNCTIONS AND RESPONSIBILITIES

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

QUALIFICATIONS

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

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



- c. State the number of years the firm has conducted business.
 - i. Elevation Corporate Health has been in business since 1994 (28 years)
- d. Provide a Description of the three most relevant contracts held within the last five years.





Cochlear - Since March 2021 - 1 year

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

Providing services to about 700 employees Nationwide Annual estimated charges: \$100,000



FirstBank - Since March 2016 - 6 years

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

Challenges (1 Full-Time Employee + additional contractors) Providing services to 1500 employees in 3 different states *Annual estimated charges: \$195,000*



Herbalife Nutrition - Since August 2020 - 1.5 years

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

Premium Rewards Program, Gift Card redemption. (2 Full-Time Employees) Providing services to 3,000 employees Nationwide Annual estimated charges: \$175,000



Town of Winter Park - Since April 2021 - 1 year

Fitness Technology solutions - Managed remotely Providing services to 50 employees Nationwide. Annual estimated charges: \$1,500

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

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

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



Reference Contact Information

Cochlear

Kristy Housley - Workplace Wellbeing Consultant khousley@cochlear.com
720.812.3209

First Bank

Alaina Gearhart - Benefits Supervisor/ Human Resources Alaina.Gearhart@efirstbank.com 303.696.2951

Herbalife Nutrition

Elise Fischer, Manager of Wellness Global Talent Engagement elisef@herbalife.com 310.410.9600

Town of Winter Park

Becky Stensvad - Office Manager bstensvad@wpgov.com 970.726.8081 x 222

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

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

C. Proposed Method to Accomplish the Work:

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

When the platform has been fully configured, we create test users to allow VSD Executive team to ensure:

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



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

Please see attached VSD Implementation Example

D. Certification of Proposal:

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

E. Fee Proposal:

Please see attached Fee Proposal Document

Elevation Corporate Health - Wellne	ess Progra	m Pricing						_		
Service Type	Volume	Unit of Measure	Unit F	Price	Year 1		Year 2		Year 3	
Platform & App Fees:										Notes:
Customized Branding	41	Per Eligible Employee PEPM	\$	-	\$ -	\$	-	\$	-	
Challenges	41	PEPM	\$	0.74	\$ 364.08	\$	364.08	\$	364.08	
Health Risk Assessment (HRA)	41	PEPM	\$	0.68	\$ 334.56	\$	334.56	\$	334.56	
Action Plans	41	PEPM	\$	0.68	\$ 334.56	\$	334.56	\$	334.56	
Health Library	41	PEPM	\$	0.19	\$ 93.48	\$	93.48	\$	93.48	
Elevation Station	41	PEPM	\$	0.36	\$ 177.12	\$	177.12	\$	177.12	
Elevation LIVE	41	PEPM	\$	0.36	\$ 177.12	\$	177.12	\$	177.12	
Virtual Wellness Offerings	41	PEPM	\$	0.45	\$ 221.40	\$	221.40	\$	221.40	
Strive to Thrive Program	41	PEPM	\$	0.150	\$ 73.80	\$	73.80	\$	73.80	
Wellness Podcasts	41	PEPM	\$	0.100	\$ 49.20	\$	49.20	\$	49.20	
Resource Tab	41	PEPM	\$	0.080	\$ 39.36		39.36	\$	39.36	
Biometric Management Tool	41	PEPM	\$	0.47	\$ 231.24	+ -	231.24	\$	231.24	
Biometric Values and Personal Health Page on Platform	41	PEPM	\$	0.32	\$ 157.44	\$	157.44	\$	157.44	
Eligibility File monthly upload (1 per month)		Flat Rate	\$	13.50	\$ 162.00	\$	162.00	\$	162.00	
Total Platform and App Fees			\$	18.08	\$ 2,415.36	\$	2,415.36	\$	2,415.36	
Management/ Staffing Fee:			, ,					Ť		
Program Coordinator: supports and is the face behind your program, health and benefit fair management	5	Weekly	\$	74.000	\$ 19,240.00	\$	19,817.20	\$	20,411.72	3% increase each year for staffing
Check-In Activity Reports, Member Utilization/Enrollment & Reporting		Daily, Weekly and Monthly	Ir	ncluded	Included		Included		Included	
Management Fee		Quarterly	\$	500.00	\$ 2,000.00	\$	2,000.00	\$	2,000.00	
Total Management/Staffing Fees					\$ 21,240.00	\$	21,817.20	\$	22,411.72	
Start-Up Fees:										
Platform & App Set-Up		One Time Cost	\$ 3,	,500.00	\$ -	\$	-	\$	-	
Eligibility File Set Up		One Time Cost	\$	500.00	\$ -	\$	-	\$	-	
Total Start up Fees					\$ 4,000.00	\$	-	\$	-	
Total Platform Costs with Staffing		Annual			\$ 27,655.36	\$	24,232.56	\$	24,827.08	
Additional Onsite Options:										
Onsite Biometric Event (This includes mail in or test site options)	41	offered 2 times annually	\$	58.50	\$ 2,398.50	\$	2,460.00	\$	2,501.00	Only charged for per employee that participates. Additional fees based on location, event set up will be applied per Quest Guidelines.
Coaching with Dedicated Coach	2	Hours Weekly	\$	74.000	\$ 7,696.00	\$	7,926.88	\$	8,164.69	3% increase each additional year (Cost includes Coaching module)
Total Estimated Platform Costs with Staffing and Biometric Event & Onsite Coaching Add ons					\$ 37,749.86	\$	34,619.44	\$	35,492.76	

	E	Employee A	١		Employee E	3		Employee (Employee I	D
End alter Odings	Elevation	Healthy	Pinnacle									
Evaluation Criteria	Health	Futures	Training									
Experience and history of performing similar services for a public agency (20 points)	17	10	20	18	18	18	15	17	20	8	12	15
Qualified personnel and other resources to meet the scope of services (25 points)	25	15	23	23	18	22	20	10	20	20	10	15
Proposal cost to perform the services (5 points)	4	3	2	4	4	4	3	5	1	4	4	2
Completeness, thoroughness, clarity, and neatness of proposal (25 points)	22	15	23	24	23	24	22	18	24	20	15	15
References (15 points)	15	15	14	14	14	14	15	15	10	10	10	8
Proposed method to accomplish the Services (10 points)	9	3	7	8	5	7	10	2	5	8	3	5
Total Score	92	61	89	91	82	89	85	67	80	70	54	60

TOTAL SCORES

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

Winner: Elevation Health





Elevation Fitness & Wellness Platform

Overview 2022



Registration



Welcome to the Elevation Wellness Portal! Access everything you need to help you improve your health. Login Username Forgot username? Password Forgot password? Register First time users must register to get started. Register

Company ID	
Member ID	
Gender	○ Male ○ Female ○ Not specified
Date of Birth	mm dd yyyy
E-mail address	
Confirm e-mail	

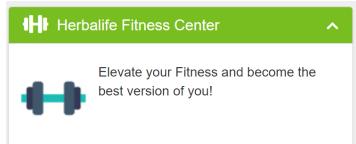
Once an Eligibility file has been uploaded, users can register, confirm their email address and gain access to the platform.

Platform Overview

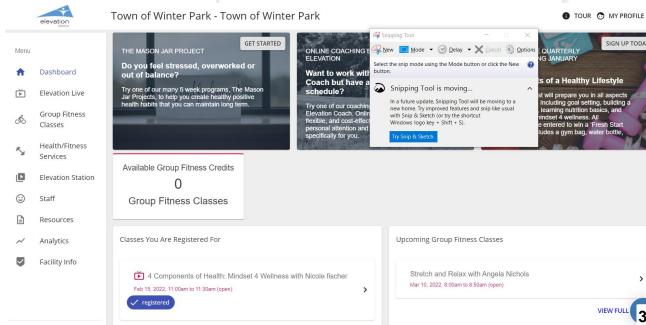




- Provides an optimized, consistent interface on any device
- Personalizes the user experience based on health risks, readiness to change and program design
- Supports Google Translate (over 100 languages)



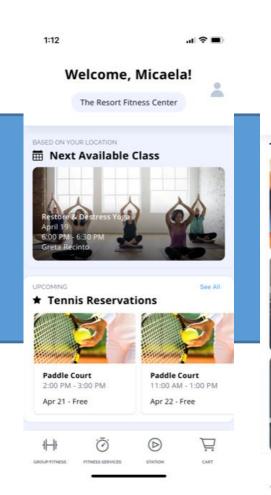


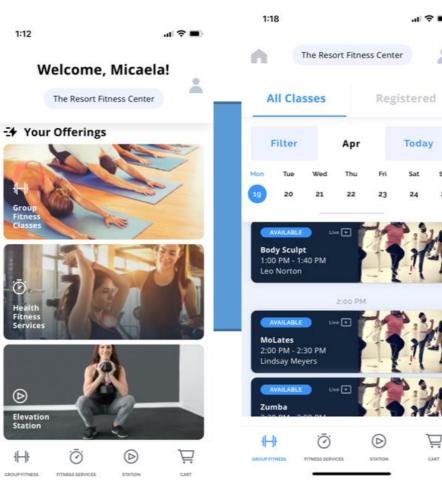


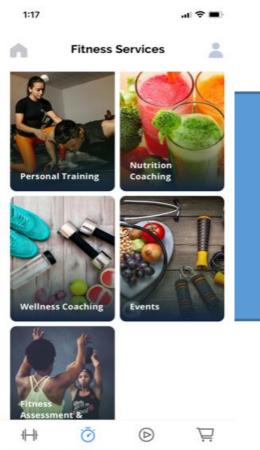
Boost App

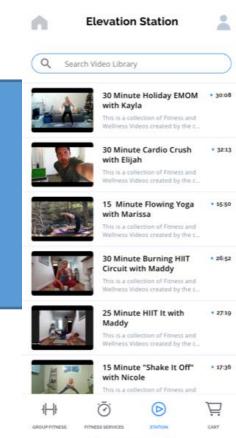


Our App mimics many of our portal offerings and allows members to take both Live and Elevation Station on-demand classes from the palm of their hand.







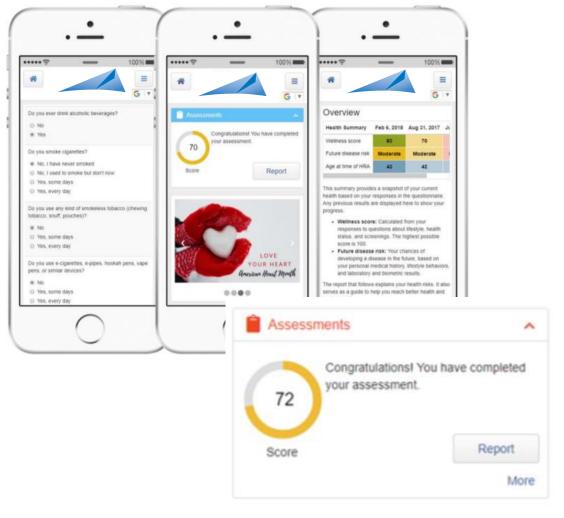


1:17

Health Risk Assessment



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



Configurable health assessment engine for:

- Commercial populations (long/short form)
- Seniors (Medicare) >65
- Medicaid (low income groups)
- Pediatric (8 17 years)

- Contains both standard and populations specific questions
- Contains branching logic based on age and gender
- Available online in over 100 languages
- Available on paper
- Uses evidence-based guidelines and models
- Annually reviewed, or more frequently when a guideline changes
- NCAQ WHP 5 Certified



HRA - User Report

Overview

Wellness score
Chronic conditions impact
Future disease risk
Age at time of HRA

01-May-2017	02-May-2016	01-May-2015
87	83	72
Mild	Mild	Mild
Moderate	High risk	High risk
46	45	44

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

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

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

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

The report includes:

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

Action Plans

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

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

Action plans typically take 6-8 weeks to complete.

Plans may be delivered as:

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



Back Care

Depression

Diabetes management

Diabetes Prevention

Financial Wellness

Healthy Eating





Heart Disease Management

Heart Disease Prevention

Physical Activity

Quitting Smoking

Risky Drinking

Stress Management

Weight Management

Challenges



Stop the Spread Fighting COVID-19 with proven tactics





Wallet Watch
Growing savings

Growing savings with smart purchases

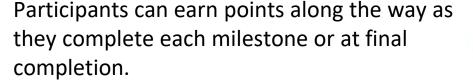
19 different challenges available

below:



Health at Home

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



Three options to deploy challenges, as noted



Bases Loaded

Swinging for the fences for a healthier tomorrow



Hoops for Health

Shooting for a healthier lifestyle on and off the court



Lose for Health

Losing a little weight for big health benefits



Maintain Don't Gain

Preventing weight gain while enjoying the holidays



Eat Well

Reaching the next level in healthy eating with better food choices



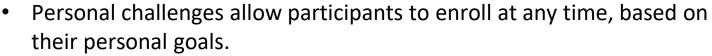
Better Bites

Consuming more fruits and veggies for better health



Hydrate for Life

Drinking a little more water to refresh the day



- Individual challenges have a fixed start date and duration and allow participants to work independently to reach milestones.
- Team challenges also have a fixed start date and duration but allow participants to form teams and work together to reach milestones.

Challenges - Continued





Great River Walk

Journeying down the Mississippi while adding more activity



Big Island Trek

Exploring this exotic Hawaiian isle while increasing physical activity



Make a Move

Boosting physical activity to benefit mind and body



Relax & Revive

Renewing outlook with just a few moments of downtime



Strong to the Core

Improving balance, flexibility, and back health with simple exercises



Sleep Smart

Getting enough rest to improve daily performance



Step Up

Stair-climbing for better stamina and strength



Page Turner

Reading for fun, relaxation, and new insights



Cut the Clutter

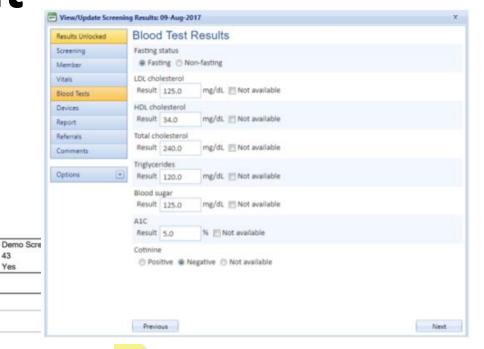
Reclaiming household spaces controls chaos and lifts mood

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

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

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

Biometrics Screening events & management





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

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

Health Screening Report

Fasting:

Aug 9, 2017

Jan 1, 1975

230lb

DOB:

Weight:

Aug 9, 2017

240 mg/dL

125 mg/dL

34 mg/dL

120 mg/dL 5%

125 mg/dL

140/90 mmHg

30.4 (230 lb)

46 in

Your physical health score: 37 (High risk)

Charlie Barns

6ft 1in

Health Summary

Your Results

Total cholesterol

LDL cholesterol

HDL cholesterol

Fasting blood sugar

Blood pressure

Waist-to-hip ratio

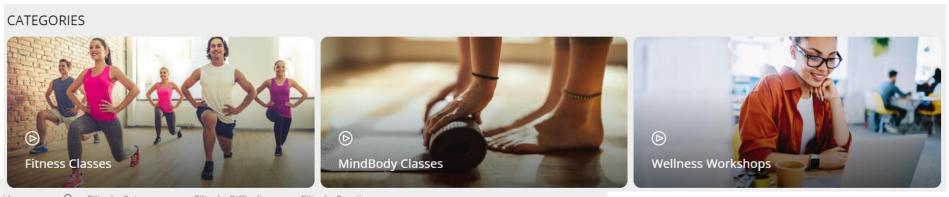
Triglycerides

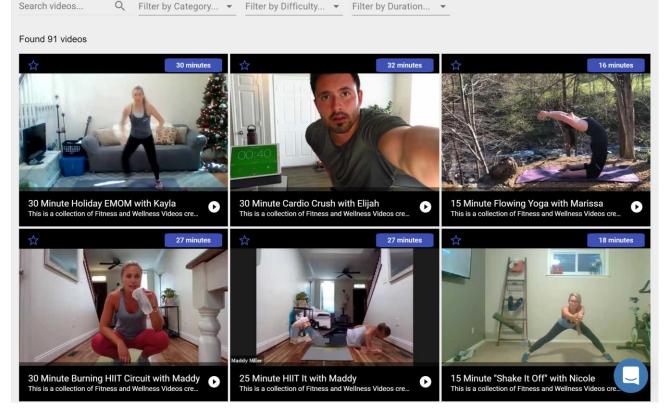
Physical health score

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

Elevation Station







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

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

Elevation LIVE

Time: 10:15am to 10:45am Date: Apr 27, 2021

Instructor: Kelsey Lindsay

Price: Free



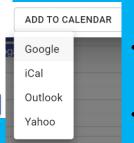
CLOSE

CONTACT INSTRUCTOR



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

Access via the portal & our App!



REGISTER

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

Elevation Yourself Podcast



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



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





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



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



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



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



Elevate Yourself



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



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



Elevate & Run Episode 4 with Michelle Pottratz!



Strive to Thrive



18 week program (2 classes weekly)

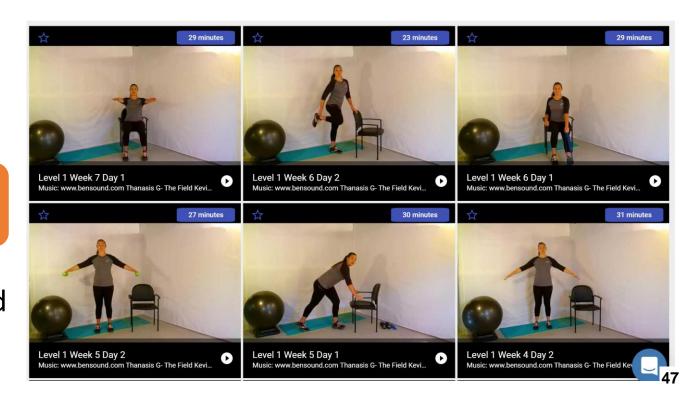
Level 1: 8 weeks

Level 2: 8 weeks

Level 3: 2 weeks

Pre & Post assessments

 Virtual Assessment can be provided at the beginning of the program and after level 2 is completed A program designed to increase strength, flexibility and balance, while assisting in overall fall reduction.

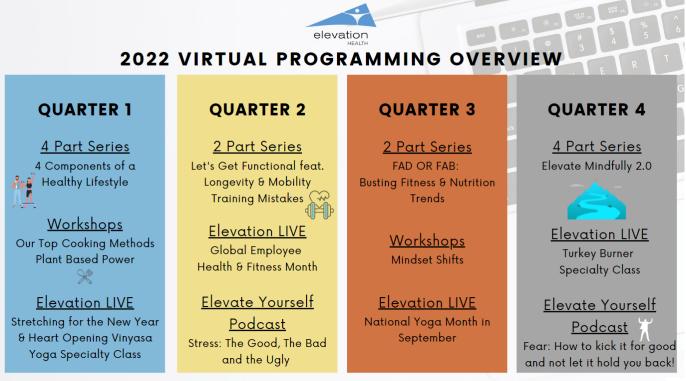


Virtual Wellness Programs



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



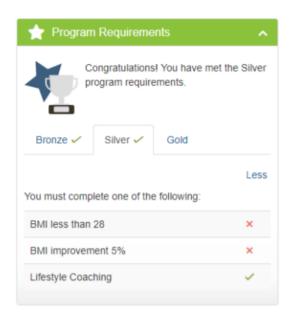


Incentive Management

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



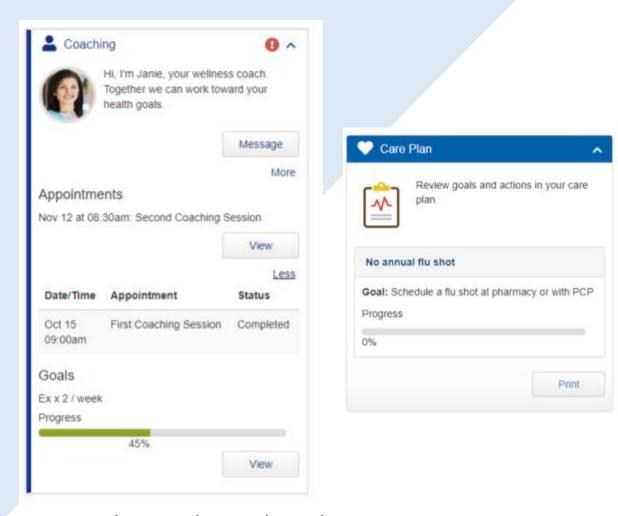
Wellness Improvement Targets



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

Health Coach System (Additional add on option)





Connects the member and coach directly from the Wellness Portal

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

Allows health coaches to:

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

Virtual Fee Based Services





The Mason Jar Project - Finding Mindfulness

Price: \$15.00



The Mason Jar Project - Nourish

Price: \$15.00



The Mason Jar Project - Get Moving!

Price: \$15.00



The Mason Jar Project - Making A Change

Price: \$15.00

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

8 Week Workout Guides

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



Stretch & Restore

Price: \$15.00 Level: Beginner / Intermediate Duration: 30 minutes

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





Resistance Band Blast

Level: Beginner / Intermediate

Duration: 45 minutes

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



VALLEY SANITARY DISTRICT



FOR Employee Wellness Program

Release Date: September 20, 2022

Deadline for Submission: October 14, 2022

Contact Person: Ron Buchwald

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

VALLEY SANITARY DISTRICT REQUEST FOR PROPOSALS EMPLOYEE WELLNESS PROGRAM SERVICES

INSTRUCTIONS TO PROPOSERS

I. BACKGROUND AND INTRODUCTION

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

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

II. SCOPE OF SERVICES; PROFESSIONAL SERVICES AGREEMENT

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

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

III. VSD CONTACT

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

RFP FOR EMPLOYEE WELLNESS PROGRAM SERVICES

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

communications.

IV. REQUESTS FOR CLARIFICATION

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

V. PROPOSAL REQUIREMENTS

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

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

- **A. Cover Letter**. Provide a cover letter and introduction, including the name and address of the organization and individual submitting the proposal, together with the name, address, telephone and fax numbers, and e-mail address of the contact person who will be authorized to represent the organization, and an expression of the Proposer's ability and desire to meet the requirements of this RFP. The letter must be signed by an individual authorized to bind the firm contractually.
- **B.** Proposer Statement Of Qualifications. Describe the Proposer's resources, experience, and capabilities as they relate to providing the Services. Submit in the order identified below:
- 1. <u>Executive Summary</u>. An executive summary should briefly describe the Proposer's qualifications and ability to perform the Services.
 - 2. Qualifications and Experience. The proposal should:
 - a. Provide a description of how the Proposer's experience, technical and professional skills will meet the goals and fulfill the general functions identified in this RFP.
 - b. Any key staff members who would be involved in the performance of the scope of work. Provide their resumes, describe their experience, and identify their proposed role for the Project.
 - c. State the number of years the firm has conducted business.
 - d. Provide a description of the three most relevant contracts held within the last five years.

- 3. <u>Evidence of California Licensing.</u> The proposal should include appropriate documentation showing the Proposer is properly licensed in the State of California to perform the Services requested in the scope of work.
- 4. <u>References.</u> The Proposer shall provide a minimum of four (4) client references, preferably city, county, or special district governments for whom the Proposer has previously performed services of similar type and scope within the last 5 years.
- 5. <u>Subcontractors.</u> The Proposer shall identify functions that are likely to be subcontracted and identify the subcontractor that is anticipated to perform each function, if known at this time.
- **C. Proposed Method to Accomplish the Work.** Describe the technical and management approach to providing the Services to VSD. Proposer should take into account the scope of the Project, goals of VSD, and general functions required. Include a draft schedule of tasks, milestones, and deliverables that will provide for timely provision of the Project. In reviewing the scope of work, the Proposer may identify additional necessary tasks and is invited to bring these to VSD's attention within the discussion of its proposed method to accomplish the Project.
- **D.** Certification of Proposal. This section shall state: "The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to VSD in accordance with the Request for Proposal (RFP), and to be bound by the terms and conditions of the RFP."
- **E. Separate / Sealed Fee Proposal.** Please provide a lump sum, not-to-exceed fee proposal for the Project. The fee proposal shall be broken down by task and further broken down by staff, subconsultant costs, and expenses for each task. The fee proposal shall include hourly rates for all personnel.

VI. PROPOSAL CONSIDERATIONS

- A. No Deviations from the RFP. In submitting a proposal in response to this RFP, Proposer is certifying that it takes no exceptions to this RFP including, but not limited to, the Agreement attached hereto as Exhibit "B". If any exceptions are taken, such exceptions must be clearly noted in the proposal and may be reason for rejection of the proposal. As such, Proposer is directed to carefully review the proposed Agreement and, in particular, the insurance and indemnification provisions therein.
- **B. Collusion.** By submitting a Proposal, each Proposer represents and warrants that its Proposal is genuine and not a sham or collusive or made in the interest of or on behalf of any person not named therein; that the Proposer has not directly or indirectly induced or solicited any other person to submit a sham Proposal, or any other person to refrain from submitting a Proposal; and that the Proposer has not, in any manner, sought collusion to secure any improper advantage over any other person submitting a Proposal.
- **C.** Conflicts of Interest. Proposers shall comply with all regulations and laws dealing with conflict-of-interest disclosure and reporting. Proposers shall not be engaged if a conflict of interest exists.

- **D. Withdrawal of Proposals.** A Proposer may withdraw its proposal before the expiration of the time for submission of proposals by notifying and requesting VSD's representative remove the Proposer's submission.
- **E. Financial Health and Reputation.** VSD reserves the right to consider the financial responsibility and general complexity of each Proposer, as well as its reputation within the industry to determine if the Proposer has the apparent ability to meet and successfully complete the requirements of the work. Upon request, the Proposer shall provide a financial statement, audited if necessary, in addition to any other information requested by VSD.
- Confidentiality of Proposal. Proposals submitted in response to this RFP shall be held confidential by VSD and shall not be subject to disclosure under the California Public Records Act (Cal. Government Code section 6250 et seq.) until after either VSD and the successful Proposer have completed negotiations and entered into an Agreement or VSD has rejected all proposals. All correspondence with VSD including responses to this RFP will become the exclusive property of VSD and will become public records under the California Public Records Act. VSD will have no liability to the Proposer or other party as a result of any public disclosure of any proposal or the Agreement. If a Proposer desires to exclude a portion of its proposal from disclosure under the California Public Records Act, the Proposer must mark it as such and state the specific provision in the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. For example, if a Proposer submits trade secret information, the Proposer must plainly mark the information as "Trade Secret" and refer to the appropriate section of the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. If a request is made for information marked "Confidential", "Trade Secret" or "Proprietary" ("Proprietary Information"), VSD will provide Proposers who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction. Proposer shall have five (5) working days after receipt of such notice to give VSD written notice of Proposer's objection to VSD's release of Proprietary Information. Proposer shall indemnify, defend and hold harmless VSD, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. Proposals that indiscriminately identify all or most of the proposal as exempt from disclosure without justification may be deemed unresponsive and disqualified from further participation in this RFP.

VII. EVALUATION CRITERIA

The proposal evaluation criteria include:

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

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

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

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

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

VIII. SITE EXAMINATION

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

IX. SUBMITTAL INSTRUCTIONS

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

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

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

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

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

X. PROTESTS

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

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

XI. PROPOSAL SCHEDULE

The tentative schedule is as follows:

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

XII. ADDENDA

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

XIII. GENERAL CONDITIONS

- **A.** Amendments to Proposals. Unless specifically requested by VSD, no amendment, addendum or modification will be accepted after a proposal has been submitted to VSD. If a change to a proposal that has been submitted is desired, the submitted proposal must be withdrawn and the replacement proposal submitted prior to the deadline stated herein for receiving proposals.
- **B.** Non-Responsive Proposals. A proposal may be considered non-responsive if conditional, incomplete, or if it contains alterations of form, additions not called for, or other irregularities that may constitute a material change to the proposal.
- **C.** Costs for Preparing. VSD will not compensate any Proposer for the cost of preparing any proposal, and all materials submitted with a proposal shall become the property of VSD. VSD will retain all proposals submitted and may use any idea in a proposal regardless of whether that proposal is selected.
- **D.** Cancellation. VSD reserves the right to cancel this request for proposals at any time prior to contract award without obligation in any manner for proposal preparation, interview, fee negotiation or other associated marketing costs.
- **E. Price Validity.** Prices provided by Proposers are valid for 90 days from the proposal due date. VSD intends to award the contract within this time but may request an extension from the Proposers to hold pricing, until negotiations are complete, and the contract is awarded.
- **F. No Commitment to Award.** Issuance of request for proposals and receipt of proposals does not commit VSD to award a contract. VSD expressly reserves the right to postpone the proposal for its own convenience, to accept or reject any or all proposals received, to negotiate with more than one Proposer concurrently, or to cancel all or part of this request for proposals.
- **G. Right to Negotiate and/or Reject Proposals.** VSD reserves the right to negotiate any price or provision, task order or service, accept any part or all of any proposals, waive any irregularities, and to reject any and all, or parts of any and all proposals, whenever, in the sole opinion of VSD, such action shall serve its best interests and those of the tax-paying public. The Agreement, if any is awarded, will go to the Proposer whose proposal best meets VSD's requirements.

END INSTRUCTIONS TO PROPOSERS

EXHIBIT "A"

PROPOSED SCOPE OF SERVICES

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

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

Create a comprehensive annual wellness program with the following components:

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

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

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

EXHIBIT "B"

VALLEY SANITARY DISTRICT PROFESSIONAL SERVICES AGREEMENT

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

RECITALS

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

Employee Wellness Program

(hereinafter referred to as "the Project").

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

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

AGREEMENT

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

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

Compensation.

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

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

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

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

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

Term of Agreement.

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

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

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

Delays in Performance.

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

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

Article III.

Article IV.

Consultant's Books and Records.

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

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

Compliance with Law.

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

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

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

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

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

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

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

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

Commercial General Liability

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

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

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

Commercial General Liability Insurance must include coverage for the following:

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

Article V.

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

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

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

Automobile Liability

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

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

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

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

Workers' Compensation/Employer's Liability

Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

Professional Liability (Errors and Omissions)

Article VI. At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the District and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

Minimum Policy Limits Required

The following insurance limits are required for the Agreement:

Coverage	Combined Single Limit	
Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage	
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage	
Employer's Liability	\$1,000,000 per occurrence	
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)	

Defense costs shall be payable in addition to the limits.

Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the District evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

Policy Provisions Required

Consultant shall provide the District at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the District at least ten (10) days prior to the effective date of cancellation or expiration.

The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the District or any named insureds shall not be called upon to contribute to any loss.

The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall

purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide waiver of subrogation in favor of the District, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District and, shall require similar written express waivers and insurance clauses from each of its subconsultants.

The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the District and shall not preclude the District from taking such other actions available to the District under other provisions of the Agreement or law.

Qualifying Insurers

All policies required shall be issued by acceptable insurance companies, as determined by the District, which satisfy the following minimum requirements:

Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

Additional Insurance Provisions

The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the District, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Consultant or District will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, District may cancel this Agreement.

The District may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

Neither the District nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

<u>Subconsultant Insurance Requirements</u>. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the District that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the District as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, District may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Consultant or the District, its officials, officers, employees, agents or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

California Labor Code Requirements.

Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations Title 8, Section 16000, et seq. ("Prevailing Wage Laws), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws, if applicable. Consultant shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not

limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable.

The Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the District. Consultant shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

<u>Verification of Employment Eligibility</u>. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

<u>Laws and Venue</u>. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Riverside, State of California, and the Parties hereto consent to the exercise of personal jurisdiction over them by any such courts for purposes of any such action or proceeding.

Termination

The District may terminate the Agreement, in whole or in part, with or without cause, upon ten (10) days written notice to Consultant. Upon receipt of the termination notice, Consultant shall promptly discontinue services unless the notice directs to the contrary. In the event the District renders such written notice to Consultant, Consultant shall be entitled to compensation for all services properly rendered prior to the effective date of the notice and all further services set forth in the notice. The District shall be entitled to reimbursement for any compensation paid in excess of services rendered and shall be entitled to withhold compensation for defective work or other damages caused by Consultant's services. Consultant acknowledges the District's right to terminate this Agreement as provided in this section, and hereby waives any and all claims for damages that might arise from the District's termination of this Agreement. Consultant shall deliver to the District and transfer title (if necessary) to all completed work, and work in progress including drafts, documents, plans, forms, maps, products, graphics, computer programs and reports. The District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services and, shall not be entitled to damages or compensation for termination of work.

Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to District only in the event of substantial failure by District to perform in accordance with the terms of this Agreement through no fault of Consultant.

<u>Documents.</u> All original papers, maps, models, designs, studies, surveys, reports, data, notes, computer files, documents, drawings and other work product (collectively "Work Product") produced by Consultant pursuant to this Agreement, except documents which are required to be filed with public agencies, shall be deemed solely the property of the District. Consultant will take such steps as are necessary to perfect or protect the ownership interest of the District in such Work Product. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to the District all such original Work Product in Consultant's possession or control.

<u>Confidential Information</u>. All information gained or Work Product produced by Consultant in the performance of this Agreement will be considered confidential, unless such information is in the public domain. Consultant shall not release or disclose any such information or Work Product to persons or entities other than the District without the prior written consent of the District, except as otherwise required by law. Consultant shall promptly notify the District should Consultant or its representatives be served summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, requests for admissions or other discovery request or court order from any third party regarding this Agreement and the services performed under this Agreement.

Organization. Consultant shall assign _____ as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the District.

<u>Limitation of Agreement</u>. This Agreement is limited to and includes only the work included in the Project described above.

<u>Notice</u>. Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

DISTRICT: CONSULTANT:

Valley Sanitary District [***INSERT NAME, ADDRESS & CONTACT PERSON***]

Indio, CA 92201

Attn: General Manager

and shall be effective upon receipt thereof.

<u>Third Party Rights</u>. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the District and the Consultant.

<u>Cooperation</u>. Consultant shall cooperate in the performance of work with the District and all other agents.

<u>Equal Opportunity Employment</u>. Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

<u>Entire Agreement</u>. This Agreement, with its exhibits, represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which is not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

<u>Severability</u>. The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

<u>Successors</u>. This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement.

<u>Non-Waiver</u>. None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

<u>Time of Essence</u>. Time is of the essence for each and every provision of this Agreement.

<u>District's Right to Employ Other Consultants</u>. District reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

<u>Prohibited Interests</u>. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no official, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

<u>Counterparts.</u> This Agreement may be signed and delivered in any number of counterparts, each of which, when signed and delivered, shall be an original, but all of which shall together constitute one and the same Agreement.

<u>Authority to Execute.</u> Each Party represents and warrants to the other Party that all necessary action has been taken by such Party to authorize the undersigned to execute this Agreement and to bind it to the performance of its obligations hereunder.

<u>Survival</u>. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VALLEY SANITARY DISTRICT AND [***INSERT NAME***]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

VAL	LEY SANITARY DISTRICT	[***INSERT NAME OF CONSULTANT***]
Ву:	Beverli A. Marshall General Manager	By:
		Printed Name:
	Article VII.	



Valley Sanitary District

Request for Proposals for Employee Wellness Program

Response to Submitted Questions

October 5, 2022

Valley Sanitary District 45-500 Van Buren Street Indio, California 92201 (760) 238-5400

SUBMITTED QUESTIONS AND VSD's RESPONSE

All questions submitted by potential proposers have been compiled and responses to all received questions are as listed below. Duplicate questions have been removed for conciseness. The deadline for questions has passed. No further questions will be received.

- 1. What is the number of District employees eligible for the Wellness Program? VSD has 36 employees and 5 Board members eligible for the wellness program.
- 2. Who is the current or past vendor? The current vendor is Healthy Futures, Inc.
- 3. What is the current or past pricing? The current pricing is \$1,500 per month.
- 4. What deficiencies have been identified with current or past vendor and program? VSD would like to increase employee participation and engagement. The program also needs to be updated/refreshed.
- 5. How many covered employees, spouses, children do you anticipate for this contract? VSD would like a minimum of 25% employee participation.
- 6. How many biometrics screenings were performed last year? VSD does not have a biometric program in place. No data is available.
- 7. Are the workshops, events, and seminars online or onsite? If onsite, how many hours per month are you anticipating support? Workshops are currently held once a month for 8 hours.
- 8. Are spouses and children eligible for wellness programming or limited to only employees? Approximate number of each? Employees and Board members only.
- 9. Do participants (employees, spouses, and children) have to be covered on the medical plan to participate? Program open to employees and Board members only.
- 10. Who are VSD's current vendors for the following:
 - Medical insurance Anthem Blue Cross, Blue Shield of California, Health Net of California, Kaiser Permanente, Sharp Health Plan, United Healthcare, Western Health
 - o Dental insurance The Standard
 - Vision insurance VSP, administered by The Standard
 - o EAP The Standard
- 11. Is the District utilizing the in-force medical (or other) insurance carrier Wellness programs in its current Wellness program? No.
- 12. Is the District utilizing the in-force EAP provider for any of the emotional and/or social/occupational Wellbeing programing? If so, please describe. Not at this time.

- 13. The RFP mentions "VSD's biometric report card": We don't have one in place; this is something we want the provider to develop.
- 14. Is there an onsite District employee contact that the Consultant would work with on a day-to-day basis? Miguel Serna, Human Resources Specialist
- 15. Has the current Wellness program been reviewed for compliance with applicable laws (EEOC, GINA, HIPAA)? No.
- 16. How frequently does the Wellness Advisory committee meet? Quarterly.
- 17. Is the committee comprised of multiple levels within the organization and various departments? Please describe. The Wellness Committee is a subset of the Safety Committee and has all departments participating.
- 18. Do the meetings meet in-person or virtually? What is the expectation of the Consultant as far as physical presence versus remote attendance? The meetings are in person. We would have no issue with the consultant meeting virtually.
- 19. How many locations are there and is there an expectation to have onsite services at each location? There is only one location and yes, onsite services are expected.
- 20. Section V. Proposal Requirements: The RFP indicates the requirements for hard copy submittals but is somewhat unclear regarding electronic submittals. Should we assume a PDF attachment conforming to the paper/hard copy requirements will suffice? Yes.
- 21. Does Valley Sanitary District currently offer a Wellness Program? If so, could you share what is working great with your employees? The program has been in place for many years. Employee participation has been trending downwards. We are looking to increase employee participation and updating the program. Employees that attend enjoy receiving health tips and knowledge.
- 22. Can you share demographic information about your employees? We have male and female employees with ages that range from young adults to some in their 70's.
- 23. Is there an annual incentive for employees' participation in the program and if so, how much is the annual incentive? No.
- 24. Do you have an onsite fitness center for employees to access? No.
- 25. Does VSD have an estimated number of hours that you would like staffed to provide and support the annual wellness program? Currently 96 hours (one day a month for about 8 hours). This is not set, and the provider may propose different options.
- 26. Are there required hours for this individual to be onsite? Yes, onsite at least quarterly.

- 27. Will there be a workstation for this person to work from onsite? Yes, a small breakroom by the laboratory building.
- 28. Do you want all programming to be offered in person? No.
- 29. Are you open to technologies that would support the onsite offerings? Yes.
- 30. In addition to the components listed in Exhibit "A", is VSD open to additional suggestions that could add to a more robust Wellness experience/program? Yes.
- 31. How many locations will Biometric Screens and Flu shots take place at? One.
- 32. How many times will you require Biometric Screens to be offered throughout the year? Two.
- 33. How many employees are eligible for Biometric Screenings? 41.
- 34. How many employees have participated in Biometric Screenings in the past? There is no formal program at this time.
- 35. Do we need to provide pricing for Biometric Screening services, or is the expectation for the vendor to only manage the screening event? Yes, pricing needs to be included.
- 36. What would VSD consider a successful Wellness Program? 30% active employee engagement and participation.
- 37. Are there any restrictions on the number of attachments or supporting documents that we can submit with our digital response? If needed could multiple emails be sent for the submission? VSD's preference would be to electronically submit the proposal in one PDF attachment to an email. Multiple attachments and/or emails risks losing them or not being able to follow through in the correct order, etc. The other option would be to submit the proposal in hard copy form and delivered to the administration office.
- 38. What kind of Marketing avenues do you have in place to promote the Wellness Program? None. VSD is open to suggestions.
- 39. How long has the current vendor held their current contract, and explain what is working well and what improvements are needed with your current program? Healthy Futures has been under contract for the last 3 years. However, they have been operating the Wellness program for over 14 years. VSD is looking to increase employee engagement. We would like to update and/or refresh the program.
- 40. Can the VSD clarify the most prevalent chronic conditions among your members that are the top drivers of health insurance costs? What other health issues is VSD trying to solve? Not trying to solve any health issues. Trying to increase awareness on preventative care and early screening for chronic conditions.

- 41. Does the VSD have an established budget for the wellness program? If so, can you please provide? The budget for this program is \$29,500.
- 42. Please confirm that proposals may be submitted via electronic mail (email) only in lieu of hard copy. Yes, the proposal may be submitted electronically only. A hard copy is not required. However, that also applies for submitting a hard copy. You do not need to submit both ways.
- 43. We understand that the contract term is one (1) year with two (2) option years; however, can the VSD please specify the contract effective date? What is the anticipated date for the start of services? We anticipate negotiating the contract after the November 8th Board meeting. Depending on time to negotiate and holidays, the contract could be executed in December. The contract would then last a year from when it is executed. There may be a desire to begin the contract in January along with a new year. This would be discussed during negotiations.
- 44. Are the Monthly Physical Well-Being Workshops, Quarterly Emotional Well-Being Seminars, and Quarterly Social/Occupational Well-Being Events anticipated to be performed onsite? If not, what is the percentage of workshops/seminars/events to be conducted onsite versus virtual? VSD would like four to be performed onsite.
- 45. Is VSD open to individual 1:1 counseling support in addition to group workshops, seminars, and events? Yes. Needs to be included in proposal.
- 46. Is the VSD open to providing monetary incentives or rewards to encourage engagement? If so, is there a budget in place for your population? No.
- 47. What are VSD's current biometric averages for your population today? What is and what is not working for VSD today? VSD does not have a biometric program in place. No data is available.



ITEM 7.3 ACTION

Valley Sanitary District

DATE: November 8, 2022

TO: Board of Directors

FROM: Beverli A. Marshall, General Manager

SUBJECT: Adopt Valley Sanitary District Legislative Advocacy Guidelines

Suggested Action

Approve

Strategic Plan Compliance

GOAL 6: Improve Planning, Administration and Governance

Fiscal Impact

There is no fiscal impact in adopting the recommended Guidelines.

Background

Townsend Public Affairs recommends that the District discuss and then adopt a Legislative Advocacy Guidelines that can be used as a guide for the Board, staff, and the consultant regarding taking positions on current or future legislative issues that could have an impact on the District's operations.

Based on the water and wastewater industry, District projects, and local issues, the consultant has created a Guidelines for the Board's consideration. The document was presented to the Community Engagement Committee. The Committee agreed with the draft language.

Recommendation

Staff recommends that the Board of Directors adopt the Valley Sanitary District Legislative Advocacy Guidelines.



ITEM 7.4 ACTION

Valley Sanitary District

DATE: November 8, 2022

TO: Board of Directors

FROM: Beverli A. Marshall, General Manager

SUBJECT: Discuss Attending the CASA 2023 Washington DC Policy Forum and

Authorize Specific Directors to Attend and Reimbursement of

Related Expenses and Provide Direction to Staff

Suggested Action

Approve

Strategic Plan Compliance

GOAL 6: Improve Planning, Administration and Governance

Fiscal Impact

The estimated cost for attending this event is \$4,500 per director, which includes travel and related expenses and three days of service.

Background

Each year the California Association of Sanitation Agencies holds a policy forum in Washington D.C. to discuss and advocate for wastewater related issues. In the past, three or four directors have attended this event. District policy requires prior approval by the Board for Directors to attend events outside of the local area (Coachella Valley).

Recommendation

Discuss attending the CASA 2023 Washington DC Policy Forum and authorize specific directors to attend and reimbursement of related expenses and provide direction to staff.

Attachments

Travel Policy.pdf



TRAVEL APPROVAL & REIMBURSEMENT POLICY

Adopted: 07/23/19

I. PURPOSE

To establish guidelines for reimbursing travel expenses associated with the performance of District business. Reimbursement for expenses is predicated on the understanding that each attendee is returning with knowledge that will be of benefit to the District and/or to individual job performance.

II. POLICY

It is the policy of the Valley Sanitary District (District) to authorize its employees and Directors to attend seminars, conferences, workshops, and other professional meetings to encourage professional development and the improved performance of their duties. Employees and Directors may also be required to travel to conduct official District business.

All employees and Directors who attend meetings, conferences or other functions are expected to be present at all of the scheduled working sessions unless otherwise authorized. Directors and employees shall not attend professional events if it is apparent that there is no significant benefit to District.

Directors and employees are expected to exercise good judgement and a proper regard for economy when incurring expenses. Employees and Directors are responsible for making their own travel arrangements.

Directors or employees may be accompanied by a companion who is not a Director or District employee if their presence does not detract from the attendee's performance of District duties. The District will not reimburse any expenses attributable to any companion.

A Director or employee shall not attend an event for which there is an expense to District if it occurs after the Director or employee has announced their pending resignation or if it occurs after an election in which it has been determined that the Director will not retain their seat on the Board.

In situations where extraordinary travel expenses are expected to be incurred, or where this Policy does not adequately cover the situation or would cause an undue hardship, exception may be made with prior approval of the General Manager for such extraordinary travel expenses for District employees or by the Board President for the General Manager and Directors.

III. AUTHORIZATION FOR TRAVEL AND EXPENSES

Directors are authorized to travel anywhere in the local area (defined as Coachella Valley) for the purpose of conducting District business as assigned by the Board President. Directors are authorized to travel to local functions sponsored by local associations in which District maintains a membership without prior approval. Other travel on District business by Directors shall be undertaken only with the prior approval of the Board of Directors.

The General Manager is authorized to travel anywhere in the local area (defined as Coachella Valley) for the purpose of conducting District business. The General Manager is authorized to participate in conferences, seminars, and events sponsored by professional associations in which District maintains a membership without prior approval. Participation by the General Manager in conferences and seminars conducted by professional associations in which District does not maintain a membership must be approved in advance by the Board of Directors.

A District employee may travel on District business anywhere within Coachella Valley if authorized by their supervisor. With approval of the supervisor, employees are authorized to travel to local functions sponsored by local associations in which the District maintains a membership. Other travel on District business by employees shall be undertaken only with the prior approval of the General Manager or their designee. Employees must complete a Training & Travel Request Form for travel outside of Coachella Valley.

A. Event Registration

The cost of registration, including special events described in the agenda that contribute to educational or professional development, is eligible for reimbursement. Whenever possible, registration expenses are to be pre-paid by District in the form of District check or credit card.

B. Compensation

Directors shall be compensated at the relevant rate for each day of attendance at an approved conference, seminar or workshop, up to the allowable limit.

Employees shall be paid for time actually attending professional conferences, seminars, workshops or meetings. Attendance work time includes the time it takes to travel to and from the event. Attendance at voluntary social events or events that are not of a benefit to District (mixers, golf tournaments, tours, etc.) will not be compensated as time worked.

C. Meals for Non-Overnight Travel

For non-overnight business travel, reimbursement will be made for meals, including beverages and tips. If a meal is provided as part of non-overnight business travel, reimbursement will not be provided for an attendee choosing to skip that meal.

Reimbursements for meals not provided as part of a non-overnight business travel will be made up to the limits listed below. Receipts are required and no amounts in excess of the limits below will be reimbursed.

Breakfast	\$16.00
Lunch	\$17.00
Dinner	\$28.00

If a meal is provided as part of non-overnight business travel but the cost of the meal is not included in the event price, the amount reimbursed will be the actual cost of the meal and not subject to the limits above. The meal reimbursement amounts shall be adjusted to conform with the applicable IRS rates, as amended from time to time. Snacks or refreshments outside of regular meal times are not eligible for reimbursement.

Alcoholic beverages may be served at business meetings. The consumption of alcohol is guided by applicable District policies. District will not reimbursement employees or Directors for the purchase of alcoholic beverages.

D. Per Diem

Meals and incidental expenses incurred for overnight business travel away from home are governed by the applicable per diem rate, which will be based on the Internal Revenue Service using the Specific Locality Method for Meals and Incidental Expenses (laundry, fees and tips for baggage handlers, etc.) only. Incidental expenses do not include fees imposed by a commercial travel carrier, taxi fares, or parking.

Per diem rates for meals and incidental expenses are calculated by determining the total number of eligible days, which is the total number of overnight stays plus one additional day to allow for travel. The eligible days are multiplied by the identified per diem rate. The per diem rate is identified on the specific locality table located at http://www.gsa.gov/portal/content/104877.

Receipts are not required for meals and incidental expenses when using the per diem method. Per diem expenses are **not** allowed to be charged to District issued credit cards.

E. Lodging

Whenever possible, lodging should be arranged at the facility where the event is being held at the event rate. If lodging at the event facility is not available, or if a different facility is needed, reimbursement will be limited to the event facility rate, or the available government rate, whichever is greater, for a double-person occupancy basic room. Exceptions to this limit must be approved, in advance, by the Board.

Lodging shall not be authorized unless one of the following criteria is met:

- The destination is at least 100 miles, one way, from District's office.
- There is a very early (before 9:00 a.m.) or late (after 5:00 p.m.) official meeting (excludes social events) that could justify the attendee staying overnight at the destination.
- The total event time per day, including commute or travel time, would result
 in a workday of more than 10 hours per day. For the purpose of determining
 total event time per day, the hours of work for the day of the event
 attendance will be the same as the hours of the official event, excluding
 social events.
- The event lasts for more than one day and the commute expense, including overtime pay, is more expensive than the cost of the lodging, parking and per diem.

Payment for lodging shall be limited to the minimum number of nights required for attendance at the event. An additional night at the conclusion of the event may be authorized if one of the following criteria is met:

- ✓ The total event time per day, including commute or travel time, would result
 in a workday of more than 10 hours per day and the commute or travel time
 required to return home would result in an arrival time at home after 9:00
 p.m. For the purpose of determining total event time, the hours of work for
 the day of the event attendance will be the same as the hours of the official
 event, excluding social events.
- ✓ There are no flights available within a reasonable time after the conclusion
 of the official event.
- ✓ The event lasts for more than one day and the overtime pay for the commute or travel time is more expensive than the cost of the extra night of lodging, parking and per diem.

Whenever reasonably possible, the justification for the request for an additional night of lodging must be submitted to, and approved by, the General Manager (or their designee) in the case of employees or the Board President, in the case of the General Manager and Directors, in advance of the event. An additional night of lodging due to the cancellation of the return flight by the carrier or other unforeseen emergency does not require advance approval.

Charges imposed by the hotel for the use of internet service may be paid by District if the General Manager has authorized the employee to access their District email account or files during their travel or, in the case of a Director, the

Board President has authorized the expense. If the employee or Director has not been approved for this expense, they must pay for any internet access charges.

Charges imposed by the hotel for local and long-distance phone calls will be reimbursed when such calls are made in conducting official District business or essential personal calls such as a "safe arrival call."

F. Commercial Travel

Air travel reimbursement shall be limited to economy or coach fares. Travel shall be by the most direct, cost-effective route. If an indirect route is used, any additional costs shall be at the Director's or employee's personal expense. Additional charges for "Friends Fly Free" or other companion fares must be paid by the attendee. Travel arrangements should be made with sufficient lead time to take advantage of the lowest possible rates.

When taking into consideration all travel-related expenses, if it is more cost effective to fly to or from the destination on an earlier or later date, this may be allowed. If an attendee chooses to arrive earlier or stay later for personal convenience, the additional lodging and other related expenses will not be reimbursed by District.

The use of taxis or car services is permissible when shuttles are not available or it is a cost-effective alternative to renting a car.

G. Rental Car

Rental car expenses will be reimbursed if the expense is less than other surface methods of transportation (shuttles, cabs, etc.). Rental car expenses may be reimbursed when an indirect air travel arrangement in combination with a rental car is more cost effective than a direct air travel arrangement. District will not pay for or reimburse pre-paid fuel charges, upgrades or other additional costs not necessary to the rental of the vehicle. District will pay for the cost of, and the attendee should accept, the standard liability insurance coverage on the rental vehicle.

In the event that a rental car is necessary, the cost shall ordinarily be limited to the commercial car rental contract rates established by the State of California Department of General Services (DGS) Statewide Travel Program, which may be found at: http://www.dgs.ca.gov/travel/Programs/RentingaVehicle.aspx.

Absent unusual circumstances, the vehicle size shall be no larger than mid-size (intermediate). For purposes of this policy, "unusual circumstances" may include, but are not limited to, multiple employees or Directors sharing the same vehicle, unavailability of a mid-size (intermediate) vehicle, need for a larger vehicle to accommodate an individual with a disability, the availability of a larger vehicle or upgrade that does not increase the cost of the vehicle rental

and other circumstances that warrant renting a larger size vehicle. If a larger size vehicle is needed, its rental must be approved in advance by the General Manager for District employees or, for Directors, by the Board President. Attendees are required to share the use of a rented car. Attendees are required to use a District credit card when renting automobiles if they haves been issued a District credit card.

H. Use of Personal Vehicle

Reimbursement for the use of private cars shall be at the rate established by the Internal Revenue Service (IRS). Mileage reimbursement shall not exceed the lowest available fare for air travel. Parking charges necessary for the business purpose of the trip will be reimbursed.

The distance traveled from an employee's primary residence to their primary work site will not be reimbursed, as this is considered a personal expense. An employee driving a personal vehicle from their primary residence to an event site shall be reimbursed only for mileage that **exceeds** the round-trip distance from their primary residence to their primary work site. If an employee utilizes rideshare, the employee shall be reimbursed only for mileage that exceeds the round-trip distance he/she would have travelled the day of the event attended.

An employee driving to and from the airport when traveling on business will be reimbursed only for mileage that **exceeds** the round-trip distance from their primary residence to their primary work site. If an employee is driving a personal vehicle from their primary residence to an event site on their normal day off, the employee shall be reimbursed for the total distance driven.

Employees who utilize personal vehicles for business purposes are required to have a valid driver's license and at least the minimum insurance coverage required by law. Primary insurance for use of a personal vehicle for business purposes shall be through the employee's personal automobile insurance policy and will be responsible for any damage to the vehicle, as well as for liability. The owner/driver of the vehicle is responsible for all parking fines and moving violation tickets.

Travel in District vehicles may be approved when circumstances warrant it. When traveling in a District vehicle, receipts shall be secured for the purchase of gas, oil and other supplies necessary. These amounts shall be shown on the expense reimbursement form with a notation that a District vehicle was used, indicating the unit number of the vehicle. If emergency repairs are necessary, they shall be paid for by the person to whom the car is assigned. All receipts for such payment must be furnished in order to obtain reimbursement.

I. Reimbursements

Directors and employees are required to complete a Travel & Training Expense Reimbursement Form when incurring expenses. Requests for reimbursement

should be made as soon as possible following the seminar or conference or by the end of the month in which the expenses were incurred. Claims must be clear, listing the following (certain data may be listed on the attached receipt).

- The amount of the expense
- The time and place of travel or expense
- The business purpose of the expense
- In the case of business-related expenses incurred on behalf of others, the name and business relationship of the individuals.

Receipts, paid bills, etc. must be attached to each expense claim form regardless of amount for the following expenses:

- Registration
- Travel (including air fare, taxi, shuttle, etc.)
- Lodging (hotel bills, etc.);
- Mileage
- Parking
- Meals related to non-overnight travel

Prior to processing requests for reimbursement, the Board of Directors shall approve all Travel & Training Expense Reimbursement Forms for Directors as well as all reimbursement requests for the General Manager when the expenses exceed \$250. The General Manager, or their designee, shall approve all Travel & Training Expense Reimbursement Forms for employees.

Personal or unauthorized expenses are not allowed to be charged on District credit cards. When more than one employee or Director attends the same function, one person may pay the bill for the group, provided a receipt and list of names are included. Any personal or unauthorized expenses charged on the District credit card shall be paid by the employee or Director incurring the charge.

In circumstances where the use of personal credit cards and/or cash is deemed impractical, and where the total expense is expected to exceed fifty dollars (\$50.00), District may provide an advance of funds. Such advance will not exceed one hundred percent (100%) of the anticipated out-of-pocket expense, less those items that are required to be pre-paid. All such payment requests must allow sufficient time for normal processing and approval prior to payment.

If a District credit card was used to pay for the travel and related expenses, requests for reimbursement will not be processed until District is able to reconcile the District credit card statement with the reimbursement form.

No additional reimbursements will be made for personal expenses such as newspapers, laundry and dry cleaning, magazines, haircuts, shoeshines,

excess personal telephone calls and other personal expenses. These are included in the per diem incidental expenses allowance

This policy is intended to comply with all Internal Revenue Service requirements for an accountable plan so that reimbursements are not treated as part of wages for tax purposes.

It is against the law to falsify expense reports. Penalties for misuse of public resources or violating this policy may include, but are not limited to the following.

- The loss of reimbursement privileges.
- Restitution to District.
- Civil penalties for misuse of public resources pursuant to Government Code Section 8314.
- Prosecution for misuse of public resources, pursuant to Section 424 of the Penal Code.
- For employees, disciplinary action, up to and including termination.

IV. DEFINITIONS

As used in this policy, the following words and phrases shall have the following definitions.

Incidental Expenses: minor expenses that are incurred while travelling. These often include the purchase of personal items (toiletries, reading material, snacks, etc.), laundry and dry cleaning, haircuts, shoeshines, excess personal telephone calls and other personal expenses.

Per diem: a daily allowance or payment made for expenses incurred each day of travel.

Travel: attendance at meetings, conferences, events or other functions on District business at other than the District's offices or facilities.



ITEM 7.5 ACTION

Valley Sanitary District

DATE: November 8, 2022

TO: Board of Directors

FROM: Beverli A. Marshall, General Manager

SUBJECT: Establish an Ad Hoc Committee for the Purpose of Recruiting a

General Manager

Suggested Action

Approve

Strategic Plan Compliance

GOAL 6: Improve Planning, Administration and Governance

Fiscal Impact

There is a nominal cost from establishing the ad hoc committee. Directors are entitled to compensation for each day of service. The amount of compensation will depend upon how many times the committee meets.

Background

The District is recruiting a General Manager and has issued a request for proposals (RFP) for an executive recruitment firm. It would be more efficient and effective to have an ad hoc committee, established by the Board, to review the proposals and then work with the selected firm throughout the recruitment process.

Ad hoc committees are allowed to operate without complying with the Brown Act if the meet the following criteria.

- 1. Serve a limited purpose or task with no decision-making authority.
- 2. Meet with less than a quorum of the Board.
- 3. Do not have a fixed meeting schedule.
- 4. Are time limited and dissolve when the identified purpose or task is complete (no continuing subject matter jurisdiction).
- 5. Appointed by the President or action of the Board at a publicly noticed meeting as an agenda item.

This ad hoc committee's purpose would be complete upon hiring the new General Manager sometime in late Spring 2023.

Recommendation

Staff recommends that the Board President establish an ad hoc committee for the purpose of recruiting a General Manager.



ITEM 8.1 REVIEW

Valley Sanitary District

DATE: November 8, 2022

TO: Board of Directors

FROM: Beverli A. Marshall, General Manager

SUBJECT: Monthly General Managers Report - September 2022

Suggested Action

Review

Strategic Plan Compliance

GOAL 6: Improve Planning, Administration and Governance

Fiscal Impact

There is no fiscal impact from this report.

Background

The following data represents the activities and metrics for the month of September 2022.

Administrative Services

- Held one (1) Operations Committee Meeting.
- Held one 1 Community Engagement Meeting.
- Held two (2) Board Meetings.
- Completed Granicus agenda software implementation.
- Prepared District data for OpenGov software implementation.
- Continued research and preparation for CWEA photo contest entry.
- Continued working on the development of the Annual Comprehensive Financial Report (ACFR).
- Reviewed open enrollment benefits and changes with all staff.
- Attended Coachella Valley Economic Partnership Annual Summit.
- Attended College of the Desert's State of the College event.

Environmental Compliance Services

• Ivan Monroy, Environmental Compliance Inspector II, was accepted into the Leadership

- Coachella Valley 2022-2023 Cohort.
- Began implementation of the newly adopted Sewer Construction and Use Ordinance (SUO) and Resolution of Local Limits (LL).
- Updated VSD internal pretreatment guidance documents to reflect the new SUO and Local Limits (LL) – VSD Website documents have been updated.

Operations & Maintenance

- The pilot nitrification treatment project on the Aeration basins is complete. By using surplus equipment, staff tested two treatment processes for removing ammonia from the plant effluent. If required by the State to remove ammonia, the District will be able to recommend a process change to meet this possible treatment modification at reasonable cost to meet this possible permit modification.
- In October there was an Aeration blower failure that was not picked up by a SCADA system alarm which caused issues to the Aeration system dissolved oxygen. Staff is currently working with the computer integrator to correct this plant alarm issue.
- Operations and Maintenance is working with the contractors to set up the by-pass equipment for the headworks modification and begin work on the plant upgrade.
- Maintenance is working on completing the computerized maintenance management system setup and bring the work order up to current.

Development Services

- Construction has begun on the Handels Ice Cream, west of Jackson Street and south of Avenue 42.
- Construction has begun on the Arroyo Crossing I and II project, a 400-unit low-income apartment complex located on the west side of Jefferson Street, south of Hwy 111.
- Construction has begun on the Wood Springs Suites Extended Stay Hotel West of Jackson Street and South of Avenue 42.
- Construction has begun on the Indio Public Safety Campus Expansion on the corner of Jackson Street and Dr. Carreon Blvd.
- Construction has begun on the COD Indio Campus Expansion on the corner of Oasis Street and Bliss Avenue.
- Construction has begun on the COD Child Development Center on the corner of Oasis Street and Wilson Avenue.

Collection Services

- No-Spill report for the month of October will be submitted to the California Integrated Water Quality System, as required in the Waste Discharge Requirements Monitoring and Reporting Program. Due by the end of the month.
- California Integrated Water Quality System (CIWQS) questionnaire annual update will be completed and submitted this month.
- Field Vactor crew is currently in the area of Indio Blvd and Clinton.
- CCTV Inspection work is currently being conducted in the area of Avenue 42 and Calhoun

Capital Improvement Program

- The Reclaimed Water Project Phase 1 was awarded to Schneider Electric / Stantec in June 2020. Construction costs will be determined during the design phase and will be awarded to Schneider Electric / Stantec upon approval of the Board. This project will replace an aging and capacity restricting grit chamber and provide redundancy by adding a second digester and expanding the bar screens. This project will also include replacement of the Main Switch Control Panel and the addition of a sludge thickener unit. Schneider has completed the 60% design submittal and has prepared the guaranteed maximum price based on the latest design plans. Update: The Board has approved the guaranteed maximum price along with Contract Amendment No. 1 with Schneider Electric. Schneider Electric has acquired the payment and performance bonds and other documentation required by VSD and Bank of America. The project is proceeding to 90% design. VSD is currently soliciting proposals from consultants for specialty testing and inspection services. Proposals are due on November 3rd, 2022.
- The Preliminary Design Report for the replacement of the sewer siphon at Westward Ho Drive is complete. This is a FEMA funded project to replace the damaged sewer siphon from the February 2019 storm. The design is in progress. Staff and the consultant had a preliminary meeting with CVWD regarding requirements for crossing the channel. Staff reviewed the 50% design plans and the updated project cost schedule. Staff reviewed the 90% design plans and specifications and submitted comments for correction. Staff is finishing their review of the submitted 95% set of plans and specifications. Staff has met with both the City of Indio and La Quinta, and both have no revisions or concerns. Staff has sent plans to CVWD and IWA for review and VSD received comments back from both agencies for incorporation. Carollo will be performing additional potholing to verify IWA and other utilities. Potholing has revealed that an IWA water line is closer to the project alignment than indicated on record drawings and must be rerouted around the proposed siphon manhole. Update: Permitted Plans have been signed by CVWD. Staff is currently filing an encroachment permit license application as required by CVWD for the permanent pipeline crossing of the channel. Once the contractor is selected, they will file for a construction permit and the encroachment permit will be processed. This project is currently being held up by FEMA. VSD needs FEMA approval before proceeding with bidding and construction which is expected by January 2023. Staff is preparing the CEQA documentation for this project.
- Staff is continuing to work with Harris and Associates on the Collections System Rehabilitation and Maintenance project. The first rehabilitation project on Indio Blvd. is complete. This was a good first project and lessons were learned on how to better the process for the next project. The CCTV inspection project is complete. Harris is currently developing plans for the downtown Indio rehabilitation and repair project. This is being done to rehabilitate and replace deficient sewer mains in the streets and allies of the downtown area. The 50% plans for the Downtown Indio Rehabilitation project have been reviewed and comments have been returned to Harris for revision. The 100% design plans have been reviewed by IWA and the City of Indio and both agencies returned comments for revision. Update: The Board has awarded the Downtown Indio Rehabilitation Project to GRBCON. Staff is currently working on getting and reviewing all the required bonds and documents before scheduling a preconstruction meeting. Staff have recorded the easement on the Indio Motor Machine property with the County of Riverside. Harris is finalizing the lift station assessment report and program recommendations. 50% design drawings for the next repair and rehabilitation project are being reviewed by staff.
- VSD is currently working with Stantec, who is acting as an Owner's Representative, on the repair
 and rehabilitation of the Influent Pump Station. The Request for Proposal (RFP) was released on
 August 28 and was closed on September 28, 2020. The Board awarded the project to the DCI /

Dudek team, and a pre-construction meeting was held on December 4th, 2020. The DCI / Dudek has developed a preliminary bypass plan for the initial inspection and shutdown of the influent pump station structure. The preliminary bypass and inspection were completed from February 22^{nd} to February 26^{th} . VSD has chosen the valves and gates that will be used for this project based on Dudek / DCI and Stantec's recommendations. Dudek and VSD are coordinating the ordering and purchasing of long, lead items. Dudek has submitted the Basis of Design Report which Stantec and VSD staff have reviewed. *Update: The Board has approved the guaranteed maximum price. The Notice of Award has been issued and Change Order No.2 signed. The contractor is preparing the necessary submittals for VSD and Stantec review and approval. Installation of the bypass system has begun, and the system is anticipated being fully operational by the second week of November.*

- The above ground, steel waterline adjacent to the aeration basins is old and prone to leaks, especially at the grooved joints, and has exceeded its useful life. The new steel waterline will have traditional joints that will provide a longer life. This project has been on the books for several years and has been a lower priority due to lack of leaks in recent years and the difficult nature of replacement. The project design was awarded to Dudek who has completed the project design and specifications. The construction portion of the project was put out to bid on February 7th, 2022. The project bid opening took place on March 16 th, 2022, and VSD received six sealed bids for this project with Van Dyke Corporation being the lowest responsible bidder. Update: The first phase of this project has been completed. The Board has approved the proposal from Dudek for the second phase of the project which consists of replacing the piping for the frost sprayers. Staff is currently reviewing the 60% design plans and specifications.
- VSD has chosen SGH Architects as the architectural firm for the preliminary design of a new single-story training/office building and new laboratory building. Staff has selected a new location for the training/office building that will allow the single-story building with minimal demolition. The architect has completed the schematic design and cost estimate for both the training/office building and laboratory building. An onsite survey was conducted on July 7th. SGH Architects is continuing with final design of both the Office & Training and Laboratory Buildings. Update: SGH has submitted 50% design plans which include both buildings for staff review and comment in December 2021. This project has been delayed for a year or two to allow other priority projects to proceed and maintain our debt coverage.

Recommendation

Staff recommends that the Board receive the Manager's Report for activities during the month of September 2022.

Attachments

Attachment A Admin Services Report.pdf

Attachment B NPDES report for Nov.pdf

Attachment C Collection Services Report .pdf

Attachment D Development Services Report October 2022.pdf

Attachment E Capital Improvement Program Report November 2022.pdf

Attachment F Environmental Compliance Summary for Nov.pdf

Attachment G Wastewater Surveillance Summary for Nov.pdf

Administrative Services - Task Summary 2022

Task	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total To Date
Active litigation filed	Jan -	1 60	IVIAI -	- Apı	iviay -	- Juli	Jui -	Aug -	- Jeh		INOV	_ 	Total To Date
Board meeting	2	2	2	3	2	3	3	2	2				21
Budget/Finance Committee	·	-			-			-					-
meeting	1	-	2	-	1	-	1	-	1				6
Operations Committee													
meeting	-	1	-	1	-	1	-	1	-				4
Commuity Engagement													
Committee meeting	2	-	1	-	-	-	1	-	-				4
Employee anniversaries	-	4	1	1	5	3	6	1	2				23
Employee promotions	-	-	-	-	-	-	-	-	-				-
Facebook postings	2	2	8	9	8	12	12	18	12				83
Insurance claims initiated	-	-	-	-	-	-	-	-	-				-
Lost time work incidents	-	-	-	-	-	-	-	-	-				-
Media coverage items		3	-	-	-	3	2	7	-				15
New hires	1	1	-	-	-	-	-	-	-				2
Press release	-	2	1	1	1	-	1	1	-				7
Public records request	1	-	-	-	-	1	2	1	-				5
Resignations	-	-	1	-	-	-	-	-	1				2
Retirements	-	-	-	-	-	-	-	-	-				-

	Plant I	nfluent		ASP Effluent			Pond Effluent	
September 2022	CBOD (mg/L)	TSS (mg/L)	Monthly Average Flow (MGD)	CBOD (mg/L)	TSS (mg/L)	Monthly Average Pond Effluent Flow (MGD)	CBOD	TSS
1 2 3 4								
5 6 7 8 9	301	242		17	4.5			
10 11 12 13 14 15	234	214		13	3.5			
17 18 19 20 21 22 23	210	232		9.1	4.9			
23 24 25 26 27 28 29 30	204	220	6.47	11	11.3	0.000		
Average Minimum Maximum Exceedences Permit LIMITS	237 204 301 0	227 214 242 0	6.47 6.47 6.47 6.47 0	12.5 9.1 17 0 25	6.1 3.5 11.3 0 30	0.000 0.000 0.000 0.000 0	0 40.0	0 49.0

			Total	Plant Discharge (Ou	tfall)			
EColi (MPN/100ml)	Oil and Grease (mg/L)	Copper (ug/L)	Di(2-ethylhexyl)phthalate (ug/L)	Cyanide (total) (ug/L)	Ammonia (total, as N) (mg/L)	Nitrate (as N) (mg/L)	Nitrite (as N) (mg/L)	Total Nitrogen (mg/L)
	< 1.4	7.3	< 0.5	1.6	4.1	4.6	0.45	12
1.0								
12.2								
5.2								
<1								
2.0								
2.6* < 1 12.2	1.4 < 1.4 < 1.4	7.3 7.3 7.3	0.5 < 0.5 < 0.5	1.6 1.6 1.6	4.1 4.1 4.1	4.6 4.6 4.6	0.45 0.45 0.45	12 12 12 0
0 126(mo) / 400 (max)	0 25	9.0	0 5.9	0 4.3	0	0	0	0

Report created on 10/13/2022 07:10:14 Page 2 of 2

Task	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total To Date
Customer Service Calls	_ _	2	2	1	6	<u>-</u>	1	1	3	6			11
F.O.G. Inspection - Completed													_
F.O.G. Inspection - Fail													-
F.O.G. Inspection - Pass													-
Hot spot cleaning (total)*	26	-	-	36	-	-	-	26		36			62
Lift station inspection	19	19	20	19	19	19	19	19	19	19			95
Manhole inspection	47	65	172	103	194	188	102	180	146	47			663
Sewer line CCTV (feet)	8,412	7,016	9,477	9,375	10,681	6,649	5,158	26,459	23,695	21,253			83,214
Sewer line cleaning (feet)	28,012	25,782	59,902	56,005	70,360	63,778	36,534	69,736	52,483	38,900			261,431
SSO Response - Cat 1	0	0	0	0	0	0	0	0	0	0			C
SSO Response - Cat 2	0	0	0	0	0	0	0	0	0	0			C
SSO Response - Cat 3	0	0	0	0	0	0	0	0	0	0			C
USA Markings	40	39	45	44	64	40	78	65	43	48		0 = = = =	274

VSD PROJECT NAME

VALLEY SANITARY DISTRICT DEVELOPMENT SERVICES REPORT

8-Nov-22

Plan Check in Progress
Inspection in Progress
New Project

VSD		New Project			
PROJECT NAME	STREET ADDRESS / CROSS STREET	CURRENT PROJECT STATUS	NEXT ACTION ITEM		
		Civil plans submitted for new 7-Eleven store approved. Arch. plans approved and			
7-Eleven Golf Center	44925 Golf Center/Avenue 45	returned to the applicant 10/26/20. Issued permit 3915 on 10/26/20.	Inspect work improvements as scheduled.		
<u></u>		Plans submitted for additional dwelling unit. Plans approved and notified applicant			
Add'nl Dwelling Unit - Cebreros Residence	83181 Blue Mountain Court	3/3/21. Permit 3967 7/26/2021	Inspect work improvements as scheduled.		
Add III Dwelling Offic - Cebreros Residence	65161 Blue Wountain Court	Architectural plans submitted for new apartment complex. Plans approved and	mspect work improvements as scheduled.		
A construction of a substruction of a large	47555 L. W Ob M. II 444		to a control of the control of the desired to de-		
Arroyo Crossing Phase 1 architectural plans	47555 Jefferson Steet/Highway 111	notified applicant 12/22/21. Permit 3998 issued 1/6/22.	Inspect work improvements as scheduled.		
		Civil plans submitted for new apartment complex. Plan review completed. Plans			
Arroyo Crossing Phase 1 civil plans	47555 Jefferson Steet/Highway 111	approved and returned to applicant 12/22/21. Permit 3998	Inspect work improvements as scheduled.		
		Architectural plans submitted for new apartment complex. Plans approved and			
Arroyo Crossing Phase 2 architectural plans	47777 Jefferson Steet/Highway 111	notifed applicant 1/21/22 Permit 4005 on 2/7/22.	Inspect work improvements as scheduled.		
		Civil plans submitted for new apartment complex. Plans approved and notified			
Arroyo Crossing Phase 2 civil plans	47777 Jefferson Steet/Highway 111	applicant 1/21/22. Permit 1005	Inspect work improvements as scheduled.		
		Plans submitted for plan check. Sewer main relocation. Plans approved 1/21/21.	10% warrenty bond in place Reinspect and notice		
Autozone Jackson Street	41850 Jackson Street/aAvenue 42	Waiting for engineer to finalize easements docs. Permit 3954 issued 5/13/21.	of acceptenace Due 1/1/2023		
Ave 42 Self Storage	82815 Ave 42/Showcase Blvd	Plans submitted, fee payment pending	In queue		
-	•	Plans submitted exisiting building TI. Completed 1st plan check and returned to the			
Buzzbox	42625 Jackson Street #112	City 2/22/19.	Perform 2nd plan check upon plan resubmittal.		
Castro 80501 lot 50	Motorcoach CC 80501 Ave 48 Lot 50	Plans submitted, Permit 4056	Inspect work improvements as scheduled.		
2031.0 20301.0130	motor couldn't de cocci i i ite i a zar co	Plans submitted for plan check. Completed 1st check and returned to the applicant	mspece work improvements as senedated.		
Chandi Plaza Building "B" Shell	81-971 Indio Blvd/Avenue 44	10/13/20. Issued permit 3963 on 6/29/21.	Inspect work improvements as scheduled.		
Chandi Flaza Bullullig B Shell	61-97 I Ilidio Biva/Averide 44	Plans submitted for child development center. Plans approved and notified applicant	inspect work improvements as scheduled.		
COD Child December 1 Control	AFTAD Outle Clause	·	to a control of the control of the desired to de-		
COD Child Development Center	45742 Oasis Street	1/25/22. Permit 4025 4/21/22	Inspect work improvements as scheduled.		
		Plans submitted for campus expansion. Plan review completed, plan approved and			
College of the Desert	45524 Oasis Street	notified applicant 1/25/22. Permit 4026 4/22/22	Inspect work improvements as scheduled.		
		Plans submitted for single family residence. Plans approved and notified applicant			
Corso Residence	49491 Braley Court	9/2/20. Permit 3931 issued 1/5/21	Inspect work improvements as scheduled.		
		Plans submitted for construction of new gym facility. Plans approved and notified	Waiting for Develoment Agreement and Bonds		
EOS Fitness Hwy 111	Highway/Jefferson Street	applicant 4/27/20. Permit 4049	before owner can process permit paperwork.		
			Release Performance Bond when Mainteance		
EOS Fitness Public Sewer Extension	SWC of Spectrum Street & Avenue 42	Mainline complete. Waiting on Maintenace Bond to release Peformance Bond	Bond is recieved		
		Plans submitted, fee paid with credit card. Completed 1st plan check and returned to			
Gabino's Creperie	82862 Miles Ave	the applicant 9/14/22.	Perform 2nd plan check upon plan resubmittal.		
·		•	Notice of acceptance after 12 month warranty		
Gallery at Indian Springs	Jefferson St/Westward Ho Drive	Tract is Complete. Warranty Bond received 8/25/2021.	bond release.		
conc. y at maian springs	Jeneison sty Westward no Sinc	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 enginner 8/27/18. Sewer			
Hamatan Ing Course Main Februarian	North West Comments Construe Ct and Atlantic Acc	- · · · · · · · · · · · · · · · · · · ·	Maiting for account a submit Manager. David		
Hampton Inn Sewer Main Extension	North Wast Corner of Spectrum St and Atlantic Ave	Finaled 5/12/20.	Waiting for owner to submit Warranty Bond		
Handala Ing Compus Cha	40005 In June Otro #/Acres 12	Plans submitted for new suite TI. 2nd plan check completed and returned to the			
Handels Ice Cream Shop	42225 Jackson Street/Avenue 42	applicant 8/31/22. Permit 4064	Inspect work improvements as scheduled.		
		Raising Cane's Civil Plans submitted 8/04/2022. Completed 1st plan check and			
I-10 Monroe Civil (Raising Canes)	SE Corner of Monroe and Ave 42	returned to the applicant 8/31/22.	Perform 2nd plan check upon plan resubmittal.		
		Civil plans submitted for public sewer for 32 unit condo complex. 2nd plan check			
Indian Palms 32	Cochran Drive & Garland Road	complete. 9/1/21. Plans approved 9/17/21.	Inspect work improvements as scheduled.		
		Civil plans submitted for new mental health facility. Completed 1st plan check and			
		returned to the engineer 12/2/19. Plans approved 6/24/20. Issued permit 3900 on			
Indio Behavioral Health Hospital	81655 JFK Court	8/29/20.	Inspect work improvements as scheduled.		
		Plans submitted to demo existing juvenile court building and construct new building			
		on the same site. Plans approved, notified applicant project ready to permit 9/30/21.			
Indio Juvenile Court	47671 Oasis St/ Ave 48	Permit # 4004 1/25/22	Inspect work improvements as scheduled.		
maio savenine court	7.0.1 303.3 34 FWC 40	· Citine ii 100 · 2j 20j 22	mopeter transmiprovements as senedured.		
Indio Marketplace Architectural	82227 Highway 111/Rubidoux	Plans submitted for mall TI. Completed 2nd check and notified applicant 8/2/22.	Perform 3rd plan check upon plan resubmittal.		
maio iviai ketpiace Architecturai	OZZZI i ligitway i i i/i\ubiuoUX	Plans submitted for mall TI, Completed 2nd check and notified applicant 6/2/22. Plans submitted for mall TI, Completed second plan check and returned to the	remonitional plan effect upon plan resubmittal.		
India Markatalaca Civil	92227 Highway 111/Pubidowy	·	Perform 3rd plan check upon plan resubmittal.		
Indio Marketplace Civil	82227 Highway 111/Rubidoux	applicant 11/12/21.	renorm ora pian check upon pian resubmittal.		

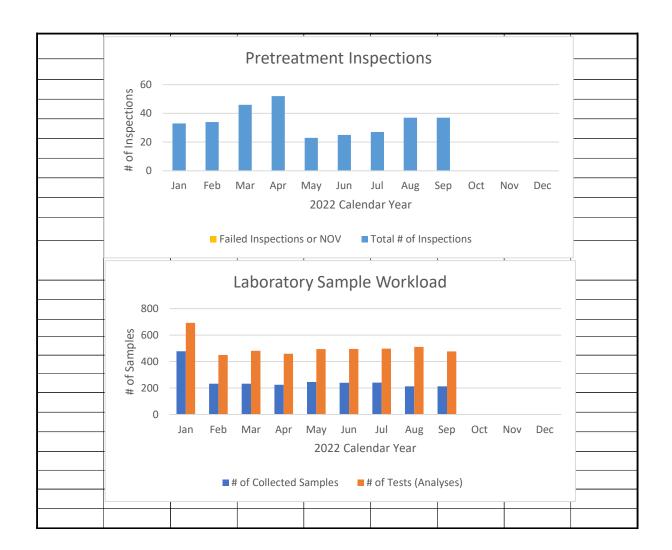
PROJECT NAME	STREET ADDRESS / CROSS STREET	CURRENT PROJECT STATUS	NEXT ACTION ITEM
		Civil plans submitted for Public Sewer & Plan Fee Paid. Completed 1st plan check and	
Indio Palms RV	45-755 Commerce Street	returned to the applicant 8/11/22.	Perform 2nd plan check upon plan resubmittal.
		Plans submitted for sewer line and manhole relocation. Plans approved and notified	
Indio Plaza Sewer Relocation	82126 Hwy 111/Monroe St.	applicant 7/28/22.	Waiting for owner to process permit paperwork.
to the public Cofet. Courts	40007 P	Plans submitted for public safety center. Plans approved and returned to applicant	landar transfer and the second
Indio Public Safety Center	46867 Bristol Street/Dr Carreon	4/12/22. Permit 4052	Inspect work improvements as scheduled.
Indio Taphouse TI	82851 & 82867 Miles Ave	Plans submitted for Taproom in Oldtown Indio, fee paid with check. Completed 1st check and returned to the applicant 10/14/22.	Perform 2nd plan check upon plan resubmittal.
ilidio Tapriodse Ti	82831 & 82807 Willes Ave	Plans submitted for single family residence. Completed 1st plan check and notified	Perform Zha pian check upon pian resubmittar.
Jacqueline & Oscar Lua Residence	80-555 Ridgeback Court	applicant 8/25/20. Issued permit 3953 on 5/12/21.	Inspect work improvements as scheduled.
Jacqueille & Oscal Lua Residence	60-333 Mageback Court	Plans submitted for new warehouse with office building. Plans approved and notified	inspect work improvements as scheduled.
JB Finish Building	42702 Caspian Street	applicant project ready to permit 5/2/22. Permit 4030 5/3/22	Inspect work improvements as scheduled.
35 1 111311 5 4 114115	121 02 odopidii odoot	Plans submitted for on-site private sewer. Completed 1st plan check and returned to	inspect work improvements as some acrea.
John Nobles Apts civil plans	John Nobles Avenue/Rubidoux Street	applicant 7/12/22.	Perform 2nd plan check upon plan resubmittal.
		Plans submitted for building TI for taco shop. Completed 2nd plan check. Civil plans	
Kings Castle Taco Architectural	82991 Bliss Avenue	submitted for review 7/21/22.	Civil Plans in review.
		Plans submitted for building TI for taco shop 7/21/22. Plans approved and notified	
Kings Castle Taco Civil Plans	82991 Bliss Avenue	the applicant 9/7/22.	Waiting for architectural plan resubmittal.
			Plans are ready to sign after the City of Coachells
Las Plumas/Coco Palm Tract 38072	South East Corner of Avenue 49 and Jackson St	Plans submitted for 173 lot housing tract. Completed first plan check 4/27/21.	Signs the Ave 49 sheets
		Plans submitted for tenant suite TI's. Completed 1st plan check and returned to	
Magical Estates Tenant Spaces	82490 Highway 111/Arabia Street	applicant 4/28/22.	Perform 2nd plan check upon plan resubmittal.
		Plans submitted for restaurant kitchen remodel. Completed 1st plan check and	
Neil's Lounge Kitchen Remodel	80956 Hwy 111	notified applicant 7/12/22.	Perform 2nd plan check upon plan resubmittal.
		Plan submitted for new accessory dwelling unit, Plan approved and notified applicant	
Nelson Chavez Accessory Dwelling Unit	43163 Deglet Noor	8/30/22	Waiting for owner to process permit paperwork.
New ADU for Abdullah Alwishah	46955 Arabia St	Plans submitted for accessory dwelling unit, fee paid with check. Permit 4062	Inspect work improvements as scheduled.
		Plans submitted for new sewer lateral connection. Completed 1st plan check and	
New Century Garage Doors	81740 Highway 111/Granada Dr.	notified applicant 3/2/22.	Perform 2nd plan check upon plan resubmittal.
Outs to Bookles CEB	42645 6	Plans submitted for new SFD. Completed 2nd plan check and returned to the City	to a second and the second and the design of
Octavio Rosales SFD	43645 Saguaro Street/Avenue 44	8/26/19. Permit 4014 issued 3/18/22.	Inspect work improvements as scheduled.
0	43550 Indian Stant / A 43	Plans submitted for new retail building. Plans approved and notified applicant	to the state of th
Ono Hawaiian BBQ	42550 Jackson Street/ Avenue 42	9/22/21. Issued permit 10/11/21 3981 Plans submitted for casita addition and storage building. Plans approved and notified	Inspect work improvements as scheduled.
Outdoor Resorts CC - Casita Addition	80394 Avenue 48, Lot 228	applicant 1/28/21. Permit 3976 issued 9/29/21	Inspect work improvements as scheduled.
Outdoor Resorts CC - Casita Addition	80394 AVEITUE 48, LOT 228	Plans submitted for casita addition and storage building. Plans approved and notified	inspect work improvements as scheduled.
Outdoor Resorts CC - Casita Addition	80394 Avenue 48, Lot 156	applicant 9/30/21	Waiting for owner to process permit paperwork.
Cutador resorts de Casita Adultion	00354 /Wellac 40, E0t 150	Plans submitted for casita addition and storage building. Plans approved and notified	waiting for owner to process permit paperwork.
Outdoor Resorts CC - Casita Addition	80394 Avenue 48, Lot 260	applicant 9/30/21	Waiting for owner to process permit paperwork.
		Plans submitted for casita addition and storage building. Plans approved and notified	
Outdoor Resorts CC - Casita Addition	80394 Avenue 48, Lot 316	applicant 9/30/21	Waiting for owner to process permit paperwork.
		Plans submitted for casita addition and storage building. Plans approved and notified	Company of the Compan
Outdoor Resorts CC - Casita Addition	80394 Avenue 48, Lot 182	applicant 9/30/21	Waiting for owner to process permit paperwork.
Paradiso Tract 31815	East of Monroe North of Ave 41	New model homes under construction.	Inspect work improvements as scheduled.
		Plans submitted for new housing tract phases. Completed first plan check 2/25/21.	
Paradiso Tract 31815 & 31815-3	East of Monroe North of Ave 41	Plans Approved 3/25/21.	Inspect work improvements as scheduled.
		Civil plans submitted for 1st plan check. Plans approved and returned to the Engineer	
Parcel Map 36215	Dr. Carreon west of Van Buren	1/18/18. Issued permit 3718 on 1/23/18.	Inspect work improvements as scheduled.
		Plans submitted for new Aquatic Center on existing public pool site. Project Expired in	
		2020. Resbmitted 10/25/21. Completed 2nd plan check and returned to the applicant	
Pawley Pool Aquatic Facility	46350 Jackson Street/Date Ave.	6/23/22.	Perform 2nd plan check upon plan resubmittal.
		Plans submitted for new restaurant building. Completed 1st plan check and returned	
Raising Canes Restaurant	Monroe Street/Showcase Parkway	to the applicant 8/24/22.	Perform 2nd plan check upon plan resubmittal.

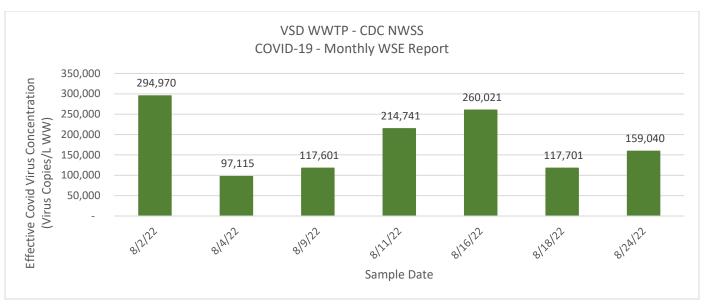
PROJECT NAME	STREET ADDRESS / CROSS STREET	CURRENT PROJECT STATUS	NEXT ACTION ITEM
		Plans submitted for plan check. Plans approved and notified applicant 10/13/20.	
Ramon Chavez Accessory Dwelling Unit	43737 Oasis St / Ave 44	Issued permit 3908 on 10/13/20.	Inspect work improvements as scheduled.
		Plans submitted, fee paid with check. Completed 1st plan check and notified applicant	
Ranch RV & self Storage	83734 Dr Carreon	9/29/22.	Perform 2nd plan check upon plan resubmittal.
		Architectural plans for Medical Building TI. Completed 1st check and notified	
Rios Southwest Medical Group	82935 Ave 48/ Jackson St	applicant plans ready for pick up 12/16/21.	Perform 2nd plan check upon plan resubmittal.
Rosa Rebollar Accessory Dwelling Unit	81179 Helen Ave/Swingle Ave	Plan submitted for new accessory dwelling unit	Perform 2nd plan check upon plan resubmittal.
		Model homes. No plan check is required. Permit and Inspection fees need to be paid.	
shadow Ranch Tract 32149	North of Ave. 43 and West of Calhoun St	All Bonds released.	Inspect work improvements as scheduled.
		Plans submitted for new retail shell building. Plans approved and notified applicant	
Showcase Indio Pad 4 Shell	42225 Jackson Street/Avenue 42	7/26/22. Permit 4055	Inspect work improvements as scheduled.
S. P. D. de . Ch	04440 to the DL d	Plans submitted for barber shop. Plans approved and notified applicant 2/18/22.	to the state of th
Solis Barber Shop	84119 Indio Blvd	Permit 4009 3/2/22	Inspect work improvements as scheduled.
to an Coulous Bookdones	40171 Project Count	Architectural plans submitted for new SFR	Porform 2nd plan shock upon plan resultmittal
Steven Saylors Residence	49171 Braley Court	Plans submitted for new RV storage facility. Completed 1st check and notified	Perform 2nd plan check upon plan resubmittal
Sunburst RV Storage	43250 Sunburst Street/Oleander Avenue	applicant 3/21/22. Permit 4020 4/7/22	Inspect work improvements as scheduled.
unbuist KV Storage	43230 Suribuist Street/Oleander Avenue	First Plan Complete 12/16/20. Plans Approved 2/19/21.Maintenance Bond in place	inspect work improvements as scheduled.
Farra Lago 32341-12	North of Avenue 44 & East of Harrison	8/16/22.	Inspect work improvements as scheduled.
dira Edgo 323+1 12	North of Avenue 44 & East of Harrison	TI Plans Received, Plan Check Paid. Completed 1st plan check and returned to	mapeer work improvements as seneatica.
Геа Be Honest	81944 Hwy 111 Ste. F	applicant 9/8/22.	Perform 2nd plan check upon plan resubmittal
erra Lago Four Seasons Tract 32287	North of Avenue 44 & East of Harrison	Civil plans submitted for plan check. Plans Approved 4/26/21.	Inspect work improvements as scheduled.
		Civil plans submitted for Public Sewer. 1st plan check complete and returned redlines	.,
erra Lago Four Seasons Tract 32288-1	North of Via Terra Lago and East of Golf Center Pkwy	11/24/21 2nd plan check complete 1/18/22.	Inspect work improvements as scheduled.
-	,	Civil plans submitted for Public Sewer. 1st plan check complete and returned redlines	
erra Lago Four Seasons Tract 32288-2	North of Via Terra Lago and East of Golf Center Pkwy	3/29/22	Perform 2nd plan check upon plan resubmittal
	<u> </u>		Waiting for information to draft Deveopment
Terra Lago Four Seasons Tract 32288-F	North of Via Terra Lago and East of Golf Center Pkwy	Civil plans submitted for Public Sewer. Plans Approved 7/1/22	Agreement
		Civil plans submitted for plan check. Plans approved and returned to the Engineer	
		4/3/18. Issued permit 3827 on 7/19/19. Payment and Performance Bonds Released	
Terra Lago Four Seasons Tract 32341-10	North of Avenue 44 & East of Harrison	12/27/2019. Maintenance Bond in place 12/17/19.	Inspect work improvements as scheduled.
		Civil plans submitted for plan check. Completed 1st plan check and returned to the	
		Engineer 12/12/18. Plans Approved 1/23/19. Performance Bond Released	
Terra Lago Four Seasons Tract 32341-11	North of Avenue 44 & East of Harrison	Maintenance Bond in place 1/22/2021	Inspect work improvements as scheduled.
		Civil plans submitted for plan check. Plans approved and returned to the Engineer	
		12/4/17. Payment and Performance Bonds Released 12/27/2019. Maintenance Bond	
Terra Lago Four Seasons Tract 32341-8	North of Avenue 44 & East of Harrison	in place 12/17/19.	Inspect work improvements as scheduled.
		Civil plans submitted for plan check. Completed 1st plan check and notified applicant	
erra Lago Four Seasons Tract 32341-F	North of Avenue 44 & East of Harrison	5/1/20. Plans Approved 8/15/20.Maintenance Bond in place 8/16/22	Inspect work improvements as scheduled.
		Discourse of Comments and advances of the second of the se	
	North of Array and Green City	Plans approved from previous developer. Development agreement has been	
Ferra Lago Four Seasons Tract 32462-2	North of Avenue 44 & East of Harrison	recorded. Bonds have been submitted. Construction work is in progress.	Inspect work improvements as scheduled.
exas Roadhouse Restaurant	42790 Jackson Street	Plans submitted for Steakhouse, fee paid with check	In queue
The Daily Crind Coffee T	AEQ10 Forgo Stroot/Hun, 144	Plans submitted for tenant TI. Plans approved and returned to the City 1/24/18.	Inspect work improvements as askeduled
The Daily Grind Coffee - TI	45810 Fargo Street/Hwy 111	Issued permit 3737 on 3/9/18.	Inspect work improvements as scheduled.
Fim 9. Lair Eklund Sita 105	Motorcoach CC 80501 Ave 48 Lot 105	Plans submitted for narment pending	Waiting for owner to process permit persons
im & Lois Eklund Site 105	INDIGICUACITOC 0000 FAVE 48 LOL 100	Plans submitted, fee payment pending Plans submitted for connection of SFD to sewer lateral. Plan approved and notified	Waiting for owner to process permit paperwor
imothy Venable Project	84221 Corregidor Avenue/Bataan Street	applicant 5/3/22. Permit 4042 6/21/22	Inspect work improvements as scheduled.
ower Market #965	Intersection Monroe Street/Dr Carreon	Plans submitted for Convienient Store/Gas Station, fee paid with check	In queue
OWEL MININEL #JUJ	intersection Monroe Street/Dr Carreon	Civil plans submitted for Public Sewer & Plan Fee Paid. Completed 1st plan check and	III queue
Noodsprings Suites Ext Stay Hotel	42-425 Jackson St.	returned to the applicant 8/17/22.	Perform 2nd plan check upon plan resubmittal
- Sousprings suites Ext Stay Hotel	.2 .20 0000011 01.	returned to the apprount of 11/122.	Tenenti Zna pian eneck apon pian resabilitta
	Octobor	Fiscal Year	
	October		
New Projects	1	61	
Projects Permitted	2	33	
Projects Finaled		41	

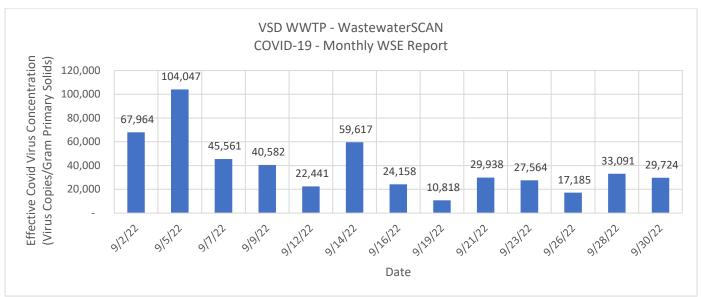
	Monthly Capital Improvement Project Update	November 2022		
Project Title	Project Description	Current Status	Fiscal Year Budget	Total Spent to Date
Westward Ho Sewer Sewer Siphon Replacement Design and Construction	Due to the February 2019 rain event, the existing VSD sewer siphon that crosses the CVWD storm channel at Westward Ho Drive became exposed and was damaged. In order to prevent this from happening again in the future, Carollo Engineers is currently working with VSD on the final design of a new sewer that is to be constructed well below the new channel scour depth. The design being proposed would utilize horizontal directional drilling to create a new sewer siphon alignment under the channel and adjacent to the original siphon. Permit processing with at least CVWD and possibly other regulatory agencies may extend the design/permit period. Some or possibly all the project costs will be reimbursed by FEMA / CalOES.	Permitted Plans have been signed by CVWD. Staff is currently filing an encroachment permit license application as required by CVWD for the permanent pipeline crossing of the channel. Once the contractor is selected, they will file for a construction permit and the encroachment permit will be processed. This project is currently being held up by FEMA. VSD needs FEMA approval before proceeding with bidding and construction which is expected by January 2023. Staff is preparing the CEQA documentation for this project.	\$5,102,000.00	\$6,509.50
Collections System Rehabilitation Projects	Harris & Associates is assisting the District in creating a 10-year rehabilitation and replacement program for the collections system. The purpose of this project is to repair, rehabilitate, replace and/or realign aging or defective pipelines and/or segments projected to reach capacity within the foreseeable future. Harris and the District have assigned a rating and priority to all of the pipes in the collection system and are splitting them up into projects for each fiscal year. The first project for this fiscal year will consist of the rehabilitation of approximately 2,300 feet of sewer located in Indio Boulevard and underneath the railroad near Cabazon Avenue using cured in place lining. The second project will consist of hiring a contractor to perform CCTV inspections of all pipes within the District that cannot be surveyed by collections staff due to high flows or pipe diameter. The third project is the downtown Indio rehabilitation and repair project. This project is being done to rehabilitate and replace deficient sewer mains in the streets and allies of the downtown area.	The Board has awarded the Downtown Indio Rehabilitation Project to GRBCON. Staff is currently working on getting and reviewing all the required bonds and documents before scheduling a preconstruction meeting. Staff have recorded the easement on the Indio Motor Machine property with the County of Riverside. Harris is finalizing the lift station assessment report and program recommendations. 50% design drawings for the next repair and rehabilitation project are being reviewed by staff.	\$4,895,007.00	\$97,977.90
Reclaimed Water Project Phase 1	The contract for this project was awarded to Schneider Electric / Stantec. The project design cost is \$2,200,000 and project schedule is approximately 460 days. Construction costs will be determined during the design phase and will be awarded to Schneider Electric / Stantec upon approval of the Board. The Reclaimed Water Project – Phase 1 will replace an aging and capacity restricting grit chamber and provide redundancy by adding a second digester and expanding the bar screens. This project will also include adding a biofilter, and a sludge thickener unit.	The Board has approved the guaranteed maximum price along with Contract Amendment No. 1 with Schneider Electric. Schneider Electric has acquired the payment and performance bonds and other documentation required by VSD and Bank of America. The project is proceeding to 90% design. VSD is currently soliciting proposals from consultants for specialty testing and inspection services. Proposals are due and will be opened on November 3rd, 2022.	\$17,763,656.00	\$ 6,986,994.20
Influent Pump Station Rehabilitation	Stantec is assisting the District as an Owner's Representative and DCI / Dudek are acting as the design-build team for this project. The influent pump station structure is showing significant signs of deterioration. Proposed improvements to the pump station include: bypass of the pump station for inspection and repair, repair/replacement of leaking and broken gates, repair of interior concrete coating, installation of new valves for proper isolation/drainage, installation of a new jockey pump in the empty pump bay.	The Board has approved the guaranteed maximum price. The Notice of Award has been issued and Change Order No.2 signed. The contractor is preparing the necessary submittals for VSD and Stantec review and approval. Installation of the bypass system has begun and the system is anticipated being fully operational by the second week of November.	\$3,300,000.00	\$89,070.87

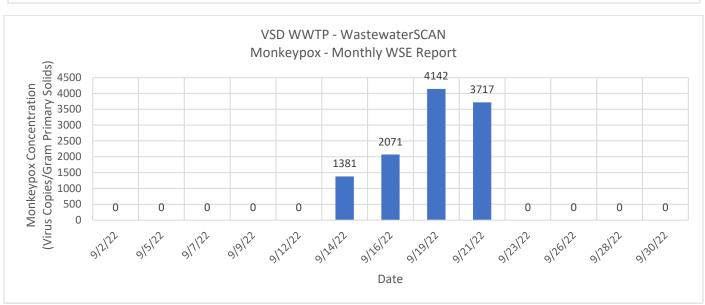
	Monthly Capital Improvement Project Update	- November 2022		
Project Title	Project Description	Current Status	Fiscal Year Budget	Total Spent to Date
Steel WaterLine Replacement	The above ground, steel waterline adjacent to the aeration basins is old and prone to leaks, especially at the grooved joints, and has exceeded its useful life. The new steel waterline will have traditional joints that will provide a longer life. This project has been on the books for several years and has been a lower priority due to lack of leaks in recent years and the difficult nature of replacement. The project was awarded to Dudek who has begun the development of the project design and specifications.	The first phase of this project has been completed. The Board has approved the proposal from Dudek for the second phase of the project which consists of replacing the piping for the frost sprayers. Dudek is currently working on the 30% design plans and specifications.	\$350,000.00	\$11,773.75
New Training and Office Building and Laboratory Building	The District and SGH Architects are developing the intital design for a new office / training building that will be located to the west of the existing Operations building. The purpose of this new building is to provide space for new offices for collections and maintenance personnel as well as a training area for company events and meetings. Also as part of this project, VSD has contracted SGH to develop designs for a new laboratory building to replace the existing lab due to the current issues lab staff are experiencing with the layout and air filtering system.	SGH has submitted 50% design plans which include both buildings for staff review and comment in December 2021. This project has been delayed for a year or two to allow other priority projects to proceed and maintain our debt coverage.	\$0.00	\$0.00
Additional Parking and Landscaping	The District is need of additional parking for employees and customers. Staff proposes to remove the lawn at the front of the property and replace it with parking and drought tolerant landscaping.	A preliminary design of the Project has been completed. In que for the next steps.	\$0.00	\$0.00

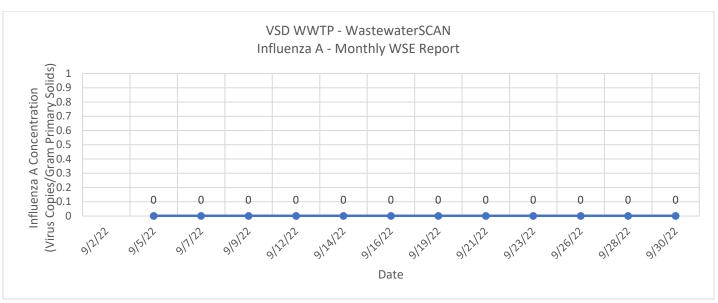
Task	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total YTD
Pretreatment													
Customer Service Calls	5	6	11	8	5	3	9	14	8				69
Commercial Approval Letters		1	1	2		2	1	4	1				
Change of Ownership Inspection	1	1	0	1		0	0	2	0				
SIU Permit Compliance	3	3	4	7	4	5	4	3	3				36
FOG-FSE Inspections Completed	23	24	25	17	8	10	15	6	22				150
Commercial Inspections Completed	4	6	16	27	9	9	6	25	8				110
Evironmental & Collections investigations	3	1	1	1	2	1	2	3	4				18
Failed Inspections or NOV													0
Total # of Inspections	33	34	46	52	23	25	27	37	37	0	0	0	314
Laboratory	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total YTD
# of Collected Samples	478	233	233	224	245	240	241	213	213		S		2320
# of Tests (Analyses)	692	449	481	459	494	495	498	511	477				4556
# of Samples sent to Contract Labs	41	21	13	17	19	31	30	33	26				231
# of Contracted Tests (Analyses)	79	46	19	31	49	63	78	58	58				481
% of Samples performed In-House	91.4%	91.0%	94.4%	92.4%	92.2%	87.1%	87.6%	84.5%	87.8%				89.8%

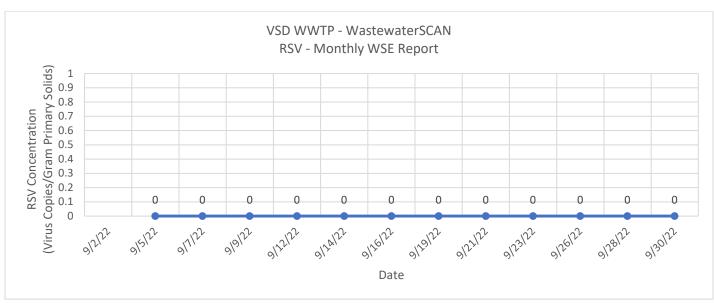














ITEM 9.1 DISCUSSION

Valley Sanitary District

DATE: November 8, 2022

TO: Board of Directors

FROM: Holly Gould, Clerk of the Board

SUBJECT: Draft Minutes for July 5, 2022, Regular Budget & Finance

Committee Meeting

Suggested Action

Information

Strategic Plan Compliance

GOAL 6: Improve Planning, Administration and Governance

Fiscal Impact

None

Background

Minutes of the Budget & Finance Committee Meeting held on November 8, 2022

Attachments

01 Nov 2022 Meeting Minutes.pdf

VALLEY SANITARY DISTRICT BUDGET & FINANCE COMMITTEE MEETING MINUTES

November 1, 2022

A regular meeting of the Valley Sanitary District (VSD) Budget & Finance Committee was held at 45-500 Van Buren Street in Indio, California, on Tuesday, November 1, 2022.

1. CALL TO ORDER

Chairman Dennis Coleman called the meeting to order at 1:05 p.m.

2. ROLL CALL

Directors Present: Chairperson Dennis Coleman Committee Member Debra Canero

Staff Present:

Jeanette Juarez, Chief Administrative Officer; and Holly Gould, Clerk of the Board

Guests:

Ben Duckett, Morgan Stanley Graystone Sarah Montoya, Morgan Stanley Graystone Erik K. Tappin, Morgan Stanley Graystone

3. PLEDGE OF ALLEGIANCE

4. PUBLIC COMMENT

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

None.

5. <u>DISCUSSION / ACTION ITEMS</u>

5.1 Approve Minutes for September 6, 2022, Regular Committee Meeting

Chairperson Coleman motioned to approve the September 5, 2022, Budget & Finance Committee Meeting minutes. Committee member Canero seconded the motion. The motion carried unanimously.

5.2 Request Guidance and Direction Regarding the Valley Sanitary District Employee Retirement Plan Options

During the review of employee benefits, the District inquired about auditing the 457 retirement plans offered to employees to ensure optimum services. The District worked with Morgan Stanley Smith Barney LLC to conduct an internal audit of plans and make recommendations that align with the District's investment policy and retiree objectives. Ben Duckett of Morgan Stanley Graystone presented the four plans offered by the District and compared them in cost, service, and performance to mutual funds, exchange-traded funds, group annuity separate

accounts, or collective investments funds from the universe of Funds that have been profiled, reviewed and approved by MSSB Global Investment Manager Analysis. Mr. Duckett recommended four plans that would benefit the employees better in terms of cost, rate of return, and customer service. The Committee directed staff for two additional quotes for 321 Financial Advisor Services and to present all three quotes at the next Budget & Finance Committee meeting in January 2023.

5.3 Information Regarding Progress of the Fiscal Year 2021/22 Annual Audit

Jeanette Juarez, Chief Administrative Officer, gave an update on the Fiscal Year 2022 audit. Jeanette stated that the auditors are in the final stage of completing the audit. The visuals have been submitted by staff, and the audit is going through a final review. She stated that the audit took longer than usual due to additional bond disclosures. The final year-end audit will be submitted to the Board for review and acceptance by November 22, 2022.

Jeanette Juarez also gave an update on the Coachella Valley Economic Partnership Annual Summit that she attended.

6. ADJOURNMENT

There being no further business to discuss, the meeting adjourned at 2:34 p.m. The next regular committee meeting will be on January 3, 2022.

Respectfully submitted, Holly Gould, Clerk of the Board Valley Sanitary District



ITEM 11.1 DISCUSSION

Valley Sanitary District

DATE: November 8, 2022

TO: Board of Directors

FROM: Beverli A. Marshall, General Manager

SUBJECT: Recognize November 19, 2022, as United Nations World Toilet Day

Suggested Action

Discuss

Strategic Plan Compliance

GOAL 4: Increase Community Understanding and Support

Fiscal Impact

There is no fiscal impact from this informational item.

Background

The World Toilet Day 2022 campaign, called 'Making the invisible visible', focuses on the impact of the sanitation crisis on groundwater, exploring how inadequate sanitation systems spread human waste into rivers, lakes and soil, polluting underground water resources.

Groundwater is the world's most abundant source of freshwater. It supports drinking water supplies, sanitation systems, farming, industry and ecosystems. As climate change worsens and populations grow, groundwater is vital for human survival.

The central message of World Toilet Day 2022 is that safely managed sanitation protects groundwater from human waste pollution. Currently, the world is seriously off track to meet the promise of Sustainable Development Goal (SDG) 6.2: to ensure safe toilets for all by 2030. The campaign urges governments to work on average four times faster to ensure SDG 6.2 is achieved on time.

More information on this important topic can be found at https://www.worldtoiletday.info/learn

Recommendation

Staff recommends that the Board of Directors recognize November 19, 2022, as United Nations World Toilet Day.