



Board of Directors Regular Meeting
Tuesday, March 22, 2022 at 1:00 PM
Valley Sanitary District Board Room
45-500 Van Buren Street, Indio, CA 92201

Valley Sanitary District will be open to the public and Board Meetings will be conducted in person and remotely through Zoom in compliance with Government Code Section 54953(e) (AB 361).

Members of the public may view and participate in meeting via the following

Zoom link: <https://us06web.zoom.us/j/83102559748> Meeting ID: 831 0255 9748

Consistent with Government Code Section 54953(e) (Assembly Bill 361), members of the Valley Sanitary District Board of Directors and District Staff are permitted to attend the meeting by teleconference and such teleconference locations are not accessible to the public and are not subject to special posting requirements.

Members of the public who desire to address the Board of Directors during the meeting may do so either orally or in writing. **Oral testimony** can be provided in person or during the virtual live session. Individual speakers 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. Your name will be called when it is your turn to speak.

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.**

Please specify on the subject line of the email "Oral Comment" and note the agenda item number or if general comment (i.e., non-agenda item). To participate during the live session, please keep track of the meeting proceedings by watching the meeting via Zoom. Please raise your hand and your name or other identifier (phone number) will be called when it is your turn to speak.

Written Comments: If you are unable to provide comments during the meeting (whether in person or the virtual Zoom session), written public comments on agenda and non-agenda items, or both, may be submitted by email to the Clerk of the Board at hgould@valley-sanitary.org. Please specify on the subject line the agenda item number or if general comment (i.e., non-agenda item). For example, on a specific item, write "agenda item 8a" on the email subject line. **Email/Written comments must be received by the Clerk of the Board no later than 11:00 a.m. on the day of the meeting.**

Page

1. CALL TO ORDER

- 1.1. Roll Call
- 1.2. Pledge of Allegiance

2. PUBLIC COMMENT

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

3. 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.

- 3.1. Approve March 8, 2022, Regular Meeting Minutes 6 - 10
[3.1 8 Mar 2022 Meeting Minutes.pdf](#) 
- 3.2. Approve Warrants for March 2, 2022 to March 16, 2022 11 - 12
[3.2 Warrants for March 2 to March 16 2022.pdf](#) 
- 3.3. Monthly Financial Report for February 28, 2022 13 - 18
[3.3 Staff Report Monthly Financial Report for Feb 2022.pdf](#) 
[3.3 Attachment A Monthly Income Summary - February 2022.pdf](#) 
[3.3 Attachment B Budget Variance Report Feb.pdf](#) 
[3.3 Attachment C Summary of Cash and Investments - February](#)

[2022.pdf](#) 

3.4. Approve Credit Card Report for February 28, 2022 19 - 26

[3.4 Staff Report Credit Card Statement Feb 2022.pdf](#) 

[3.4 Attachment A Credit Card Transaction Feb 2022.pdf](#) 

[3.4 Attachment B UMQUA Statement February_Redacted.pdf](#) 

3.5. Approve Quarterly Investment Report as of December 31, 2021 27 - 32

[3.5 Staff Report Qtrly Investment Report for December 2021.pdf](#) 

[3.5 Attachment A LAIF.pdf](#) 

[3.5 Attachment B CALTRUST Dec..pdf](#) 

3.6. Adopt Resolution No. 2022-1156 Authorizing an Application for Grant Funding by the Bureau of Reclamation's WaterSMART Title XVI WIIN Act Water Reclamation and Reuse Project Grants for a Groundwater Replenishment Planning Project 33 - 36

[3.6 Staff Report Bureau of Reclamation WaterSMART Grant.pdf](#) 

[3.6 Attachment A Resolution No 2022-1156 Title XVI RW BOR 2022.pdf](#) 

4. NON-HEARING ITEMS

5. NON-HEARING ITEMS

5.1. Accept Easement Agreement with Twenty-Nine Palms Band of Mission Indians Across VSD Property and Authorize the General Manager to Sign the Agreement for Recording Purposes 37 - 53

[5.1 Staff Report Easement Agreement - 29 Palms BOMI.pdf](#) 

[5.1 Attachment A Easement Agreement 29 Palms BOMI.pdf](#) 

[5.1 Attachment B Project Utility Plans.pdf](#) 

5.2. Discuss Proposals Submitted in Response to the District's Request for Proposals for State Legislative Advocacy Services, Select a Consulting Firm, and Authorize the General Manager 54 - 124

to Execute a Contract with the Selected Firm

[5.2 Staff Report Sate Legislative Advocacy Services.pdf](#) 

[5.2 Attachment A State Legislative Advocacy RFP 2022.pdf](#) 

[5.2 Attachment B California Advocates Proposal.pdf](#) 

[5.2 Attachment C Renne PPG Proposal.pdf](#) 

[5.2 Attachment D Townsend Public Affairs Proposal.pdf](#) 

- 5.3. Discuss 2022 Ballot for Special District Election (Western Riverside County Seat) of the Riverside County Local Agency Formation Commission and Authorize the Board President to Submit the Ballot Reflecting the Board's Selection 125 - 127

[5.3 Updated 2022 SDSC Ballot Letter.pdf](#) 

[5.3 Attachment A Updated 2022 SDSC Ballot.pdf](#) 

- 5.4. Authorize General Manager to Execute a One (1) Year Contract with Southwest Networks, Inc., for Information Technology Services, in an Amount Not to Exceed \$41,196 128 - 148

[5.4 Staff Report Approve IT Contract Southwest Networks.pdf](#) 

[5.4 Attachment A IT Contract.pdf](#) 

6. GENERAL MANAGER'S ITEMS

7. COMMITTEE REPORTS

- 7.1. Community Engagement Committee - March 15, 2022 149 - 150

[7.1 15 Mar 2022 Budget & Finance Minutes.pdf](#) 

8. DIRECTOR'S ITEMS

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

9. INFORMATIONAL ITEMS

10. PUBLIC COMMENT

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

11. CONVENVE IN CLOSED SESSION

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

- 11.1. Pursuant to Government Code Section 54957, Labor Negotiations - General Manager

12. CONVENE IN OPEN SESSION

Report out on Closed Session items.

13. ADJOURNMENT

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

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

March 8, 2022

A regular Board Meeting of the Governing Board of Valley Sanitary District (VSD) was held on Tuesday, March 8, 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.

1.1 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, Steve Shepard, Anna Bell, Ed Luna, and Robert Hargreaves, Best Best & Krieger

1.2 Pledge of Allegiance

1.3 March Employee Anniversaries

- Steve Shepard, Development Services Supervisor – 26 years

The Board thanked Steve for his hard work and years of dedication to the District.

2. PUBLIC COMMENT

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

None.

3. CONSENT CALENDAR

3.1 Approve February 22, 2022, Regular Meeting Minutes and March 2, 2022, Special Meeting Minutes

3.2 Approve Warrants for February 17, 2022, through March 1, 2022

ACTION TAKEN:

Board Meeting of March 8, 2022

1

Approved:

MOTION: Director Duran motioned to approve the consent calendar as presented. Secretary/Treasurer Coleman seconded the motion. Motion carried unanimously.
MINUTE ORDER NO. 2022-3181

4. NON-HEARING ITEMS

4.1 Authorize the General Manager to Sign the Proposal for Financing Through Bank of America for the Recycled Water Project Phase 1

Staff recommends authorizing the General Manager to sign the proposal for financing through Bank of America for the Recycled Water Project Phase 1. Authorizing the General Manager to sign the financing proposal will ensure that the interest rate is locked for 90 days. After legal review, the financing agreement and resolution will be brought to the entire Board for approval in April.

ACTION TAKEN:

MOTION: Director Duran made a motion to authorize the General Manager to sign the proposal for financing through Bank of America for the Recycled Water Project Phase 1. Secretary/Treasurer Coleman seconded the motion. Motion carried by the following roll call vote:
AYES: Canero, Coleman, Duran, Sear, Teague
NOES: None
MINUTE ORDER NO. 2022-3182

4.2 Authorize the General Manager to Amend the Contract with Advanced Resources for Contract Services

A laboratory staff member will be requesting FMLA leave for an extended period, which will create a labor shortage in the laboratory department. Staff recommends that the Board authorize the solicitation of services from Advanced Resources for the hire of a temporary laboratory technician. Staff requests the temporary position to start in March to train the new staff member before the leave request is enacted, tentatively in April. The temporary laboratory technician will support the department in preventing downtime in services rendered by the laboratory to support the Operations Department needs and NPDES requirements. The FY 2021/22 fiscal impact for the cost of services is approximately \$28,000. For FY 2022/23, the budgetary impact for the cost of services is approximately \$31,000.

ACTION TAKEN:

MOTION: Director Teague made a motion to authorize the General Manager to solicit the services of Advanced Resources for the hire of a temporary laboratory technician. 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. 2022-3183

4.3 Authorize Emergency Repair for Hurst Powerflame Boiler

Due to a leak in the heat exchanger, sludge from the digester was allowed to fill the heat chamber of the boiler, causing the heat transfer tubes to crack. This resulted in water and sludge filling the heater element housing. This failure required staff to make an emergency purchase to repair the boiler. Without this repair, the boiler will not be able to function and maintain the temperature of the digester sludge. Due to the specificity of the parts needed, this is a sole-source procurement from California Boiler for an amount not to exceed \$40,000.

ACTION TAKEN:

MOTION: Director Duran made a motion to authorize the General Manager to approve the cost of repairs for one (1) Hurst Powerflame Boiler for an amount not to exceed \$40,000, including tax and delivery. 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. 2022-3184

5. GENERAL MANAGER'S ITEMS

5.1 Monthly General Manager's Report – January 2022

Beverli Marshall, General Manager, informed the Board of several employees that have passed certifications recently. Lorraine Shinnette passed her Laboratory Technician III, Austin Lopanec passed his Wastewater Operator II, Nick Dean passed his Electrical Instrumentation II, and Matt Pittelli passed his Electrical Instrumentation I. It was also announced that the District received the budgetary award from the California Society of Municipal Financial Officers (CSMFO) for the FY 2021/22 Budget. The monthly metrics for the laboratory have been added to the monthly General Managers report.

6. COMMITTEE REPORTS

6.1 Budget & Finance Committee – March 1, 2022

Budget & Finance Committee Chair Dennis Coleman reported on a meeting held on March 1, 2022. The committee discussed the RFP for reviewing and revising the employee handbook and District policies. Staff received four proposals. Since three out of four proposals were over the budgeted amount of \$25,000, staff requested direction from the committee on how best to present this item before the Board for approval. The committee recommended having the District's HR Specialist and District Counsel attend the board meeting to input the necessity of the employee handbook and District policies review and revisions. It was also recommended to have a closed session item to brief the Board on any issues the District may be having. The committee received an update on the Recycled Water Project Phase 1 Design-Build Financing Progress. Schneider Electric recommended that staff bring an approval item to the next board meeting to allow the General Manager to sign the non-binding

agreement once the proposal is received, which will lock in the interest rate. The current rate is 2.5%. The committee requested staff to bring the RFP for the investment advisor to the next committee meeting.

7. DIRECTOR'S ITEMS

Director Duran informed the Board of a webinar on March 15, 2022, hosted by CSDA on how to better communicate with the General Manager.

8. INFORMATIONAL ITEMS

8.1 Wastewater Sampling Presentation

Anna Bell, Laboratory and Compliance Supervisor gave a PowerPoint presentation on wastewater sampling. She explained how the samples are collected, the equipment used, and the different types of samples, i.e., discrete (grab) samples, composite samples, and representative samples. She also explained the importance of documentation, field observations, chain-of-custody, and the storage and preservations of samples.

9. PUBLIC COMMENT

This is the time set aside for public comment on any item discussed in Closed Session.

None.

10. CONVENE IN CLOSED SESSION

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

10.1 Pursuant to Government Code Section 54957, Labor Negotiations for General Manager

The Board adjourned to Closed Session at 2:22 p.m.

11. CONVENE IN OPEN SESSION

Report out on Closed Session items

The Board reconvened in open session at 3:50 p.m. President Sear stated that there was nothing to report.

12. ADJOURNMENT

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

Respectfully submitted,

Holly Gould, Clerk of the Board
Valley Sanitary District

DISBURSEMENTS
Approved at the Board Meeting of
March 22, 2022

40201 Core & Main LP	Heat exchanger parts	\$211.47
40202 Desert Fire Extinguisher Co., Inc.	Annual inspection of fire hydrants	\$600.00
40203 Powerstride Battery Co.	8 Batteries	\$1,356.50
40204 USA Blue Book	Square bottle, nalgene autoclavable	\$158.13
40205 Alfa Laval Inc.	20% Advanced billing sludge heat exchanger	\$12,222.00
40206 Alliance Protection	Security System upgrade final billing - 02/17/2022	\$7,324.80
40207 American Water Works Association	Membership renewal 05/01/2022-04/30/2022	\$302.00
40208 Associated Time Instruments	AOD - February 2022	\$295.56
40209 Best, Best & Krieger	Legal fees - Jan 2022	\$368.20
40209 Best, Best & Krieger	Legal fees - Jan 2022	\$3,866.28
40209 Best, Best & Krieger	Legal fees - Feb 2022	\$710.10
40209 Best, Best & Krieger	Legal fees - Feb 2022	\$5,289.93
40210 Carquest Auto Parts	New charges - Feb 2022	\$279.61
40211 Consolidated Electrical Distributors, Inc.	Parts for intercom by gate 1	\$494.20
40212 Dave Commons	AMTA Membrane Technology conference 2/21/2022-2/24/2022	\$832.86
40213 Desert Arc	Janitorial services - Feb 2022	\$3,500.36
40214 Desert Hose & Supply	Hose, brass fittings	\$228.98
40215 Dudek & Associates, Inc.	Plant watermain replacement - Feb 2022	\$3,747.50
40216 E.S. Babcock & Sons, Inc.	Weekly regs - VSD WWTP	\$175.29
40216 E.S. Babcock & Sons, Inc.	Weekly Reqs	\$175.29
40216 E.S. Babcock & Sons, Inc.	Biosolids - Class b	\$405.09
40217 Eisenhower Occupational Health	Pre employment screening	\$130.00
40218 EOA, Inc.	Sewer use ordinance update - Jan 2022	\$2,152.00
40219 Express Cleaners	Dry clean services 1/12/2022-1/31/2022	\$82.95
40219 Express Cleaners	Dry cleaning services - 11/30/2021-2/8/2022	\$249.00
40220 Geotab USA, Inc	NFC driver ID Tags	\$104.40
40221 Grainger	Arc flash kit	\$197.33
40221 Grainger	Cooling fan	\$11.39
40221 Grainger	Pipe flange	\$153.63
40221 Grainger	Tactical flashlight, charger, packing seal	\$226.35
40221 Grainger	Silicone lubricating compound	\$33.03
40221 Grainger	Impact socket set	\$127.09
40221 Grainger	Detector tube	\$501.65
40221 Grainger	3 ring binder blue	\$10.29
40221 Grainger	3 ring binders, red and green	\$13.06
40221 Grainger	Plug in cfl bulb	\$120.28
40221 Grainger	Industrial penlight, bulb recycling kit	\$224.67
40221 Grainger	Union pipe	\$114.12
40221 Grainger	Flange 4 inch	\$64.36
40221 Grainger	Hip wader, chest wader	\$289.85
40222 Grainger	Bulb recycling kit	\$161.41
40222 Grainger	Magnetic stirrers	\$402.46
40223 Haaker Equipment Company	Vactor rental - 02/01/2022-02/28/2022	\$13,230.00
40224 Healthy Futures, Inc.	Wellness services - March 2022	\$1,500.00
40225 Holly Gould	CA Notary Exam - 02/28/2022	\$116.48
40226 IDEXX Distribution, Inc.	COLiform and e. coli	\$290.56
40226 IDEXX Distribution, Inc.	Comparator	\$38.09
40227 Indio Water Authority	Additional EVRA Contribution FY 21/22	\$200,000.00
40228 Innovative Document Solutions	Canon copier maint - Feb 2022	\$20.15
40229 Innovative Federal Strategies LLC	Federal advocacy - Feb 2022	\$6,100.00
40230 J.G. Tucker & Sons, Inc.	Cylinder calibration test	\$607.04
40231 Jeanette Juarez	CSMFO Conference reimbursement 2/16/2022-2/18/2022	\$328.49
40232 Linde Gas & Equipment Inc.	Lens front cover	\$61.69
40233 Lorraine Shinnette	Uniform reimbursement	\$445.70
40234 Master's Refreshment Services LLC	Water delivery - 3/7/2022	\$313.00
40235 McMaster-Carr Supply Co.	Pipe cement for plastic pipes	\$87.52
40235 McMaster-Carr Supply Co.	Retractable key holder, gasket sealant	\$137.87
40236 Nicholas Dean	Electrical grade 2 exam reimbursement - N. Dean	\$195.00
40237 Plumbers Depot Inc.	Shim, seal, clutch gear assy, o rings	\$1,312.74
40238 Polydyne, Inc.	Polymer delivery - 3/4/2022	\$3,624.31
40239 Rudy's Pest Control	General pest - 03/10/2022	\$200.00
40240 SC Fuels	Fuel delivery - 3/2/2022	\$1,989.22
40241 Southern California Boiler, Inc.	Boiler maintenance - February 2022	\$1,004.99
40242 Southwest Networks, Inc.	Labor support - February -2022	\$1,258.75
40242 Southwest Networks, Inc.	Guardian BDR storage - April 2022	\$699.00
40242 Southwest Networks, Inc.	Microsoft 365 Business licenses 3/19/2022-03/18/2023	\$6,654.00
40243 Stantec Consulting Services, Inc.	IPS rehab project - Nov 2021	\$623.50
40244 Superior Protection Consultants	Security services - February 2022	\$8,736.00
40245 Thomas Scientific	Solarus 10ML	\$1,548.63
40245 Thomas Scientific	Renovo solution	\$39.51
40246 Tops 'N Barricades Inc.	Pave marker	\$17.62
40246 Tops 'N Barricades Inc.	Lime vests	\$59.54
40247 Underground Service Alert	Board fee - March 2022	\$58.07
40247 Underground Service Alert	Dig alerts - March 2022	\$166.75
40248 United Way of the Desert	Payroll 02/18/2022 - 03/03/2022 PD 03/11/2022	\$20.00

40249 Univar Solutions	Sodium hypo delivery - 2/28/2022	\$9,265.11
40250 USA Blue Book	Chart paper	\$225.17
40251 Western Water Works	Hardware and supplies for hydrants	\$91.56
40252 Debra Canero	CASA DC Policy Forum Conference reimbursement - 2022	\$2,482.07
40253 Mike Duran	CASA DC Policy Forum Conference reimbursement - 2022	\$322.32
40254 Scott Sear	CASA DC Policy Forum Conference reimbursement - 2022	\$322.20
202203101 Burrtec Waste & Recycling Svcs	Trash service - March 2022	\$239.34
202203102 FedEx	Shipping charges - 03/02/2022	\$352.55
202203103 Burrtec Waste & Recycling Svcs	Grit removal - February 2022	\$1,806.38
202203104 De Lage Landen Financial Services, Inc	Sharp copier lease - March 2022	\$212.06
202203106 SPOK, Inc.	Pager service - March 2022	\$24.13
202203109 UPS	Shipping charges as of 02/28/2022	\$13.53
202203111 Paychex - Direct Deposit	Payroll 02/18/2022 - 03/03/2022 PD 03/11/2022	\$87,562.59
202203112 Paychex - Garnishment	Payroll 02/18/2022 - 03/03/2022 PD 03/11/2022	\$671.57
202203113 Paychex - Fee	Payroll 02/18/2022 - 03/03/2022 PD 03/11/2022	\$186.60
202203114 Paychex - Tax	Payroll 02/18/2022 - 03/03/2022 PD 03/11/2022	\$40,870.52
202203115 CalPERS 457	Payroll 02/18/2022 - 03/03/2022 PD 03/11/2022	\$1,234.14
202203116 CalPERS Retirement	Payroll 02/18/2022 - 03/03/2022 PD 03/11/2022	\$21,500.44
202203117 MassMutual	Payroll 02/18/2022 - 03/03/2022 PD 03/11/2022	\$10.00
202203118 Nationwide Retirement Solution	Payroll 02/18/2022 - 03/03/2022 PD 03/11/2022	\$1,725.00
202203119 Vantage Point Transfer Agents - ICMA	Payroll 02/18/2022 - 03/03/2022 PD 03/11/2022	\$1,470.00
202203131 Time Warner Cable	Telephone service - March 2022	\$1,165.73
202203151 Frontier Communications	Telephone service - March 2022	\$322.95
202203161 City of Coachella	Water - March 2022	\$51.47
202203221 SoCal Gas	Gas service - February 2022	\$605.30
		\$472,130.42



**Valley Sanitary District
Board of Directors Meeting
March 22, 2022**

TO: Board of Directors
THROUGH: Beverli A. Marshall, General Manager
FROM: Jeanette Juarez, Business Services Manager
SUBJECT: Monthly Revenue & Expense Report for the Period Ending February 28, 2022

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

Executive Summary

The purpose of this report is to present the monthly revenue and expenses to the Board and the public for the District for the month of February 2022.

Strategic Plan Compliance

This item complies with VSD Strategic Plan Objective 5: Long-Term Financial Strength.

Fiscal Impact

There is no fiscal impact from this report.

Background

The adopted operating and capital budget for fiscal year 2021/22 includes \$15,850,108 in revenues, \$10,967,155 in operating expenditures.

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

Year to Date Summary

- As of February 28, 2022, the District’s has recorded \$16,969,029 in revenue. The revenues are \$7,819,644 or 74% above the FYTD straight-line budget. The variance is attributed to recording of the tax roll billing for fiscal year 2021/22.
- As of February 28, 2022, the District has incurred \$6,172,424 in expenditures. The District’s expenditures are \$1,139,013 or 15.6% under the FYTD straight line budget.

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

FUND	UNAUDITED FUND BALANCE AS OF 2/28/2022	
OPERATING FUND (FUND 11)	\$	23,911,264
SPECIAL REVENUE FUND (FUND 11 AND FUND 6)		1,078,230
FIDUCIARY FUND (FUND 4)		429,464
CAPITAL IMPROVEMENT FUND (FUND 13)		10,182,323
RESTRICTED CIP FUND (FUND 12)		26,358,146
TOTAL	\$	61,959,427

Recommendation

Staff recommends that the Board receive and file the Revenue and Expense report for the period ending February 2022.

Attachments

- Attachment A: Monthly Income Summary for February 2022
- Attachment B: Budget Variance Report for February 2022
- Attachment C: Summary of Cash and Investments for February 2022

Valley Sanitary District

Monthly Income Summary

February 2022 (UNAUDITED)

	<u>Current Month</u>	<u>Fiscal YTD</u>	<u>Annual Projection</u>	<u>% Received</u>	<u>Balance</u>
Revenues					
Sewer Service Chgs-Current	\$34,659	\$14,575,652	\$13,550,998	108 %	(\$1,024,654)
Permit & Inspection Fees	\$3,260	\$22,900	\$30,355	75 %	\$7,455
Plan Check Fees	\$1,050	\$9,100	\$11,671	78 %	\$2,571
Other Services	\$430	\$2,290	\$0	0 %	(\$2,290)
Sale of Surplus Property	\$0	\$17,419	\$18,115	96 %	\$696
Taxes - Current Secured	\$11,534	\$479,845	\$1,002,212	48 %	\$522,367
Taxes - Current Unsecured	\$0	\$30,272	\$61,266	49 %	\$30,994
Taxes - Prior Secured	\$8,468	\$8,468	\$0	0 %	(\$8,468)
Supple Prop. Taxes - Current	\$123	\$123	\$9,196	1 %	\$9,073
Supple Prop. Taxes - Prior	\$9,644	\$9,644	\$8,328	116 %	(\$1,316)
Homeowners Tax Relief	\$0	\$3,334	\$0	0 %	(\$3,334)
Interest Income	\$444	\$20,190	\$140,906	14 %	\$120,716
Unrealized gains (losses)	(\$5,348)	(\$20,311)	\$0	0 %	\$20,311
Rebate Income	\$0	\$2,100	\$0	0 %	(\$2,100)
Non-Operating Revenues - Fnd 11	\$0	\$17,785	\$451	3,943 %	(\$17,334)
Interest Income	\$0	\$30,175	\$0	0 %	(\$30,175)
Connection Fees	\$1,353,090	\$3,168,996	\$991,610	320 %	(\$2,177,386)
Interest Income	\$0	\$8,400	\$25,000	34 %	\$16,600
Total Revenues	\$1,417,354	\$18,386,383	\$15,850,108	116 %	(\$2,536,275)

Valley Sanitary District
Budget Variance Report
February 2022

Description	FY22 Total Budget	Current Month			Fiscal Year to Date			Percentage Remaining
		Actual	Budget	Favorable (Unfavorable)	FYTD Actual	YTD Budget	Favorable (Unfavorable)	
Revenues:								
Operating Revenue	14,602,749	1,392,489	1,216,896	175,593	17,796,357	9,735,166	8,061,191	-21.9%
Non-Operating Revenue	1,247,359	24,865	103,947	(79,081)	590,026	831,573	(241,547)	52.7%
Total Operating Revenue	15,850,108	1,417,354	1,320,842	96,512	18,386,383	10,566,739	7,819,644	-16.0%
Operating Expenses:								
Salaries And Wages	3,199,977	255,766	266,665	10,899	1,986,077	2,133,318	147,241	37.9%
Director Fee/Payroll Tax-Board	55,756	4,100	4,646	546	36,100	37,171	1,071	35.3%
Bonus, Awards, Recertification	7,200	100	600	500	8,271	4,800	(3,471)	-14.9%
Overtime	32,900	672	2,742	2,070	12,193	21,933	9,741	62.9%
Callout	9,500	636	792	155	5,307	6,333	1,026	44.1%
Standby Pay	38,190	4,486	3,183	(1,304)	31,531	25,460	(6,071)	17.4%
Longevity	41,600	2,862	3,467	605	24,646	27,733	3,087	40.8%
Retirement Contributions	369,230	23,297	30,769	7,472	192,617	246,153	53,536	47.8%
Fica And Medicare	270,140	18,889	22,512	3,623	143,991	180,093	36,102	46.7%
Life Insurance	8,477	557	706	150	4,342	5,651	1,310	48.8%
Health Insurance	521,253	45,262	43,438	(1,824)	323,646	347,502	23,856	37.9%
Dental Insurance	41,064	3,394	3,422	28	23,326	27,376	4,050	43.2%
Vision Insurance	11,160	613	930	317	4,831	7,440	2,609	56.7%
Long Term Disability	8,676	826	723	(103)	6,168	5,784	(384)	28.9%
Accounting Services-Admin	87,707	2,288	7,309	5,021	61,581	58,471	(3,110)	29.8%
Certifications	20,735	405	1,728	1,323	7,040	13,823	6,783	66.0%
Chemicals	464,521	32,741	38,710	5,970	282,883	309,681	26,798	39.1%
Comprehensive Insurance	340,993	27,479	28,416	937	219,831	227,329	7,497	35.5%
Conferences/ Meetings	164,523	9,169	13,710	4,541	63,869	109,682	45,813	61.2%
Contracts	1,412,834	43,335	117,736	74,402	447,255	941,889	494,634	68.3%
County Expense	22,000	512	1,833	1,322	20,507	14,667	(5,840)	6.8%
Covid-19 Supplies	64,000	-	5,333	5,333	2,951	42,667	39,716	95.4%
Election Expense	-	-	-	-	-	-	-	-
Electric	638,488	53,109	53,207	98	498,889	425,659	(73,231)	21.9%
Gas, Oil & Fuel	52,000	3,775	4,333	558	29,188	34,667	5,479	43.9%
Grit & Screening Removal	31,865	2,046	2,655	610	17,881	21,243	3,362	43.9%
Legal Services	50,625	10,235	4,219	(6,016)	35,015	33,750	(1,265)	30.8%
Loan Repayment	1,018,873	84,906	84,906	-	679,249	679,249	-	33.3%
Medical Services	32,443	1,630	2,704	1,074	12,348	21,629	9,281	61.9%
Memberships	58,242	4,158	4,854	695	39,111	38,828	(283)	32.8%
Misc. Professional Services	95,392	2,799	7,949	5,150	46,151	63,595	17,444	51.6%
Natural Gas	6,000	605	500	(105)	3,492	4,000	508	41.8%
Office Supplies	22,300	434	1,858	1,424	10,099	14,867	4,768	54.7%
Opeb Contribution	57,253	1,192	4,771	3,579	9,248	38,169	28,921	83.8%
Other Expenses	74,000	60	6,167	6,107	18,848	49,333	30,485	74.5%
Permits & Fees	104,750	2,752	8,729	5,977	20,258	69,833	49,575	80.7%
Projects	303,550	209,408	25,296	(184,112)	252,238	202,367	(49,871)	16.9%
Publications	2,500	25	208	183	1,556	1,667	111	37.8%
Repairs & Maintenance	671,210	44,782	55,934	11,152	310,748	447,473	136,725	53.7%
Research & Monitoring	100,000	8,028	8,333	305	50,986	66,667	15,681	49.0%
Supplies	240,840	7,776	20,070	12,294	108,986	160,560	51,574	54.7%
Telephone/Internet	31,255	2,458	2,605	146	20,251	20,837	586	35.2%
Tools & Equipment	37,000	1,535	3,083	1,549	15,250	24,667	9,416	58.8%
Tuition Reimbursement	12,000	79	1,000	921	4,300	8,000	3,700	64.2%
Uniform Services	40,720	1,666	3,393	1,728	19,052	27,147	8,094	53.2%
Water	23,000	1,461	1,917	456	16,480	15,333	(1,146)	28.3%
Workers Compensation	70,413	5,070	5,868	798	43,838	46,942	3,104	37.7%
Total Operating Expenses (Before Depreciation)	10,967,155	927,376	913,930	(13,446)	6,172,424	7,311,437	1,139,013	43.7%
Operating Expenses in Excess of Operating Revenue		489,978			12,213,959			

Valley Sanitary District
Budget Variance Report
February 2022

Description	FY22 Total Budget	Current Month			Fiscal Year to Date			
		Actual	Budget	Favorable (Unfavorable)	FYTD Actual	FY22 YTD Budget	Favorable (Unfavorable)	Percentage Remaining
Operating Expenses:								
Wages	3,287,767	265,760	273,981	8,220	2,079,479	2,191,845	112,366	36.8%
Fringe Benefits	1,271,600	95,699	105,967	10,267	723,568	847,733	124,166	43.1%
Services	1,734,845	65,627	144,570	78,944	652,457	1,156,563	504,107	62.4%
Supplies and Materials	1,599,871	95,296	133,323	38,027	781,902	1,066,581	284,678	51.1%
Fuels and Lubricants	52,000	3,775	4,333	558	29,188	34,667	5,479	43.9%
Comprehensive Insurance	411,406	32,549	34,284	1,735	263,669	274,271	10,602	35.9%
Projects	379,434	209,408	31,620	(177,789)	252,238	252,956	718	33.5%
Utilities	699,353	57,221	58,279	1,058	536,742	466,235	(70,506)	23.3%
Loan Payments	1,018,873	84,906	84,906	-	679,249	679,249	-	33.3%
Permits and Fees	126,750	3,263	10,563	7,299	40,765	84,500	43,735	67.8%
Other	385,256	13,871	32,105	18,233	133,168	256,837	123,670	65.4%
Total Operating Expenses (Before Depreciation)	10,967,155	927,376	913,930	(13,446)	6,172,424	7,311,437	1,139,013	43.7%
Revenues:								
Operating Revenue	14,602,749	1,392,489	1,216,896	175,593	17,796,357	9,735,166	8,061,191	-21.9%
Non-Operating Revenue	1,247,359	24,865	103,947	(79,081)	590,026	831,573	(241,547)	52.7%
Total Revenue	15,850,108	1,417,354	1,320,842	96,512	18,386,383	10,566,739	7,819,644	-16.0%
Net Operating Gain (Loss)		489,978			12,213,959			

VALLEY SANITARY DISTRICT
SUMMARY OF CASH AND INVESTMENTS

FOR THE PERIOD: 02/01/2022 TO 02/28/2022 (UNAUDITED)

Agenda Item No. _____

INVESTMENTS

LAIF Fund 4 - Agency Fund	
Beginning Balance (Fund 4)	538,785
Net Transfer from (to) Fund 11	(109,321)
Fair Value Factor for quarter ending 06/30/2021	0
Interest (Pd quarterly - Int. Rate 0.23%)	0
Fund 04 Ending Balance	<u>429,464</u>
LAIF Fund 6 - Wastewater Revenue Refunding Bonds	
Beginning Balance (Fund 6)	747
Net Transfer from (to) Fund 11	0
Fair Value Factor for quarter ending 06/30/2021	0
Interest (Pd quarterly - Int. Rate 0.23%)	0
Fund 06 Ending Balance	<u>747</u>
LAIF Fund 11 - Operating Fund	
Beginning Balance (Fund 11)	13,626,871
Net Transfer from (to) Fund 04	109,321
Net Transfer from (to) Fund 06	0
Net Transfer from (to) Fund 12	143,704
Net Transfer from (to) Fund 13	(1,353,090)
Fund Transfer from (to) LAIF - WF	7,000,000
Fair Value Factor for quarter ending 06/30/2021	0
Interest (Pd quarterly - Int. Rate 0.23%)	0
Fund 11 Ending Balance	<u>19,526,806</u>
LAIF Fund 12 - Reserve Fund	
Beginning Balance (Fund 12)	26,501,850
Net Transfer from (to) Fund 11	(143,704)
Fair Value Factor for quarter ending 06/30/2021	0
Interest (Pd quarterly - Int. Rate 0.23%)	0
Fund 12 Ending Balance	<u>26,358,146</u>
LAIF Fund 13 - Capital Improvement Fund	
Beginning Balance	8,829,233
Connection Fees	1,353,090
(Disbursements) or Reimbursements	<u>0</u>
Net Transfer from (to) Fund 11	1,353,090
Fair Value Factor for quarter ending 06/30/2021	0
Interest (Pd quarterly - Int. Rate 0.23%)	0
Fund 13 Ending Balance	<u>10,182,323</u>
TOTAL LAIF INVESTMENTS: FUNDS 04, 06, 11, 12 AND 13	<u>56,497,486</u>

CASH IN CHECKING ACCOUNT

WELLS FARGO - FUND 11

Beginning Balance	10,575,147
Deposits	1,707,868
Fund Transfer from (to) LAIF (net)	(7,000,000)
Disbursements and Payroll	(898,557)
Wells Fargo Ending Balance	<u>4,384,458</u>

CALTRUST - FUND 11

Beginning Balance	1,082,387
Interest Income	444
Unrealized Gain / <Loss>	(5,348)
CalTRUST Ending Balance	<u>1,077,483</u>

TOTAL WELLS FARGO AND CALTRUST CHECKING	<u>5,461,941</u>
TOTAL CASH AND INVESTMENTS	<u>61,959,427</u>

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

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



**Valley Sanitary District
Board of Directors Meeting
March 22, 2022**

TO: Board of Directors
THROUGH: Beverli A. Marshall, General Manager
FROM: Jeanette Juarez, Business Services Manager
SUBJECT: **Credit Card Statement for Period Ending February 28, 2022**

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

Executive Summary

The purpose of this report is to present the credit card statement ending February 28, 2022 to the Board of Directors.

Strategic Plan Compliance

This item complies with VSD Strategic Plan Objective 5: Long-Term Financial Strength.

Fiscal Impact

The total charges incurred for the credit card statement ending February 28, 2022, are \$8,393,65.

Background

The attached report summarizes the District’s credit card expenditures for the statement ending February 28, 2022.

Recommendation

Staff recommends that the Board receive and file the credit card report and statement for the period ending February 28, 2022.

Attachments

- Attachment A: Valley Sanitary District Credit Card Report February 2022
- Attachment B: Credit Card Statement February 2022

Diverted From Cardholder Name	Tran Date	Post Date	Merchant Name	MCC Description	Debits	Credits
ANNA BELL	2/23/2022	2/24/2022	AMZN Mktp US*19DJ58G1	Book Stores	\$65.16	
ANNA BELL	2/2/2022	2/4/2022	HOMEDEPOT.COM	Home Supply Warehouse Stores	\$183.79	
BEVERLI A MARSHALL	2/28/2022	2/28/2022	Palm Sp Desert Sun	Continuity/Subscription Merchants	\$9.99	
BEVERLI A MARSHALL	2/25/2022	2/27/2022	AMERICAN AIR0012408588556	American Airlines	\$468.60	
BEVERLI A MARSHALL	2/24/2022	2/27/2022	AMERICAN AIR0012317928339	American Airlines		(\$601.40)
BEVERLI A MARSHALL	2/23/2022	2/25/2022	SLOAN 5 BREAKFAST LUNCH &	Eating Places Restaurants	\$44.00	
BEVERLI A MARSHALL	2/23/2022	2/25/2022	OFFICEMAX/DEPOT 6753	Stationery Office & School Supply Sto	\$44.67	
BEVERLI A MARSHALL	2/22/2022	2/23/2022	DNH*GODADDY.COM	Computer Network/Information Services	\$20.34	
BEVERLI A MARSHALL	2/18/2022	2/21/2022	TOWN AND COUNTRY - LOD	Hotels Motels Resorts - Lodging	\$561.65	
BEVERLI A MARSHALL	2/18/2022	2/20/2022	WIX.COM 981329079	Computer Software	\$99.00	
BEVERLI A MARSHALL	2/14/2022	2/15/2022	PE SUBSCRIPTIONS	Advertising Services	\$10.00	
BEVERLI A MARSHALL	2/12/2022	2/13/2022	PAYPAL *QUICKYMARTL	Telecommunications Equipment Including	\$4.99	
BEVERLI A MARSHALL	2/10/2022	2/10/2022	AMZN Mktp US*4T8T35EP3	Book Stores	\$40.32	
BEVERLI A MARSHALL	2/2/2022	2/4/2022	SOUTHWES 5261477953125	Southwest	\$282.96	
BEVERLI A MARSHALL	2/2/2022	2/3/2022	CALIFORNIA WATER ENVIRON	Membership Organizations Not Elsewher	\$401.00	
BEVERLI A MARSHALL	2/1/2022	2/3/2022	SOUTHWES 5261447095212	Southwest		(\$262.96)
BRANDEN RODRIGUEZ	2/23/2022	2/24/2022	CALIFORNIA WATER ENVIRON	Membership Organizations Not Elsewher	\$192.00	
BRANDEN RODRIGUEZ	2/23/2022	2/24/2022	CALIFORNIA WATER ENVIRON	Membership Organizations Not Elsewher	\$192.00	
BRANDEN RODRIGUEZ	2/17/2022	2/18/2022	AMZN Mktp US*E005V5293	Book Stores	\$48.93	
BRANDEN RODRIGUEZ	2/9/2022	2/10/2022	AMZN Mktp US*HU15CGAA3	Book Stores	\$26.05	
BRANDEN RODRIGUEZ	2/8/2022	2/9/2022	AMZN Mktp US*EXL2372A3	Book Stores	\$48.93	
DANIEL A MILLS	2/25/2022	2/27/2022	THE HOME DEPOT #6874	Home Supply Warehouse Stores	\$49.16	
DANIEL A MILLS	2/24/2022	2/25/2022	CALIFORNIA WATER ENVIRON	Membership Organizations Not Elsewher	\$50.00	
DAVE COMMONS	2/9/2022	2/11/2022	WASTEWATER TECHNOLOGY TRA	Professional Services Not Elsewhere Cl	\$550.00	
DAVE COMMONS	2/9/2022	2/10/2022	WEF PAYMENT	Membership Organizations Not Elsewher	\$50.00	
EDUARDO LUNA	2/18/2022	2/21/2022	TRACTOR SUPPLY #2357	Miscellaneous Automotive Dealers Not E	\$48.65	
HERBERTO MORENO	2/16/2022	2/18/2022	THE HOME DEPOT #6874	Home Supply Warehouse Stores	\$22.80	
HERBERTO MORENO	2/14/2022	2/15/2022	APPLE.COM/BILL	unassigned	\$2.99	
HERBERTO MORENO	2/8/2022	2/10/2022	ARCO #42654 AMPM	Automated Gasoline Dispensers	\$89.00	
HERBERTO MORENO	2/8/2022	2/10/2022	ARCO #42654 AMPM	Automated Gasoline Dispensers	\$135.61	
HOLLY GOULD	2/22/2022	2/23/2022	WM SUPERCENTER #2181	Grocery Stores Supermarkets	\$50.43	
HOLLY GOULD	2/22/2022	2/23/2022	WAL-MART #2181	Grocery Stores Supermarkets	\$9.54	
HOLLY GOULD	2/18/2022	2/20/2022	ACCDOT800992-F13E806T1	Management Consulting And P. R. Servi		(\$85.00)
HOLLY GOULD	2/16/2022	2/16/2022	Amazon.com*OA08R4KH3	Book Stores	\$50.06	
HOLLY GOULD	2/15/2022	2/16/2022	ACCDOT800992-F13E806T1	Management Consulting And P. R. Servi	\$97.39	
HOLLY GOULD	2/1/2022	2/2/2022	PECTO 1172 63511729	Pet Shops - Pet Foods & Supply Stores	\$101.64	
HOLLY GOULD	2/1/2022	2/1/2022	AMZN Mktp US*NX0P623Q3	Book Stores	\$14.03	
HOLLY GOULD	1/31/2022	2/1/2022	SQ *FOCUS HEALTH CORP.	Schools & Educational Services Not Els	\$79.00	
HOLLY GOULD	1/31/2022	2/1/2022	SQ *FOCUS HEALTH CORP.	Schools & Educational Services Not Els	\$79.00	
JEANETTE JUAREZ	2/22/2022	2/24/2022	AROUND THE CLOCK CALL CTR	Miscellaneous & Specialty Retail Store	\$132.20	
JEANETTE JUAREZ	2/18/2022	2/21/2022	TOWN AND COUNTRY - LOD	Hotels Motels Resorts - Lodging	\$516.65	
JEANETTE JUAREZ	2/19/2022	2/20/2022	J2 EFAX SERVICES	Continuity/Subscription Merchants	\$16.95	
JEANETTE JUAREZ	2/4/2022	2/6/2022	ADOBE ACROPRO SUBS	Computer Software	\$186.89	
JEANETTE JUAREZ	2/1/2022	2/1/2022	AMZN Mktp US*3M5S30D03	Book Stores	\$59.77	
JIMMY GARCIA	2/10/2022	2/13/2022	THE HOME DEPOT #6874	Home Supply Warehouse Stores	\$24.36	
JIMMY GARCIA	2/7/2022	2/8/2022	JOHN M ELLSWORTH CO INC	Hardware Equipment And Supplies	\$256.34	
JIMMY GARCIA	2/4/2022	2/6/2022	THE HOME DEPOT 6874	Home Supply Warehouse Stores	\$475.42	
JIMMY GARCIA	2/1/2022	2/3/2022	THE HOME DEPOT #6874	Home Supply Warehouse Stores	\$49.34	
SCOTT SEAR	2/12/2022	2/13/2022	AMZN MKTP US*R40298743 AM	Book Stores	\$48.83	
SCOTT SEAR	2/1/2022	2/3/2022	UNITED 0169969061444	United Airlines	\$10.00	
SCOTT SEAR	2/1/2022	2/3/2022	UNITED 0169969061443	United Airlines	\$15.00	
SCOTT SEAR	2/1/2022	2/3/2022	UNITED 0169969061442	United Airlines	\$15.00	
SCOTT SEAR	2/1/2022	2/3/2022	UNITED 0169969061441	United Airlines	\$10.00	
SCOTT SEAR	2/1/2022	2/3/2022	UNITED 0169969061440	United Airlines	\$10.00	
SCOTT SEAR	2/2/2022	2/3/2022	UNITED 0162391974120	United Airlines	\$995.20	
SCOTT SEAR	2/2/2022	2/3/2022	UNITED 0162391974119	United Airlines	\$995.20	
TINO TIJERINA	2/25/2022	2/27/2022	Amazon.com*117S31MPO	Book Stores	\$72.68	
TINO TIJERINA	2/23/2022	2/24/2022	BEST BUY MHT 00010207	Electronics Sales	\$16.30	
TINO TIJERINA	2/19/2022	2/21/2022	STAPLES DIRECT	Stationery Office Supp Prntng And Wr	\$361.04	
TINO TIJERINA	2/17/2022	2/20/2022	THE HOME DEPOT 6874	Home Supply Warehouse Stores	\$258.54	
TINO TIJERINA	2/3/2022	2/3/2022	DKC*DIGI KEY CORP	Electrical Parts And Equipment	\$490.22	
TINO TIJERINA	1/31/2022	2/2/2022	THE HOME DEPOT #6874	Home Supply Warehouse Stores	\$103.40	
	2/10/2022	2/10/2022	AUTO PMT FROM ACCT	Payment Adjustment Fee or Finance Charge		(\$16,232.86)
Total					\$9,343.01	(\$17,182.22)



UMPQUA BANK

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



Account Summary

Table with 3 columns: Description, Sign, Amount. Includes Billing Cycle, Days In Billing Cycle, Previous Balance, Purchases, Cash, Balance Transfers, Special, Credits, Payments, Other Charges, Finance Charges.

NEW BALANCE \$8,393.65

Credit Summary

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

Account Inquiries

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

Payment Summary

Table with 2 columns: Description, Amount. Includes NEW BALANCE \$8,393.65, MINIMUM PAYMENT \$8,393.65, PAYMENT DUE DATE 03/25/2022

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

Corporate Activity

Table with 5 columns: Trans Date, Post Date, Reference Number, Transaction Description, Amount. Includes TOTAL CORPORATE ACTIVITY \$16,232.86-

Cardholder Account Summary

Table with 5 columns: Cardholder Name, Payments & Other Credits, Purchases & Other Charges, Cash Advances, Total Activity. Includes JEANETTE JUAREZ, \$0.00, \$912.46, \$0.00, \$912.46

Cardholder Account Detail

Table with 6 columns: Trans Date, Post Date, Plan Name, Reference Number, Description, Amount. Includes transactions for AMZN Mkt, ADOBE ACROPRO SUBS, J2 EFAX SERVICES, TOWN AND COUNTRY.

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

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



Account Number

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

AMOUNT OF PAYMENT ENCLOSED

Table with 4 columns: Closing Date, New Balance, Total Minimum Payment Due, Payment Due Date. Includes 02/28/22, \$8,393.65, \$8,393.65, 03/25/22

\$



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

MAKE CHECK PAYABLE TO:

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

IMPORTANT INFORMATION

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

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

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

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

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

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

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

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

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

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

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

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

BILLING RIGHTS SUMMARY

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

In your letter, give us the following information:

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

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

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

Please use blue or black ink to complete form

NAME CHANGE

Last

First Middle

ADDRESS CHANGE

Street

City State ZIP Code

Home Phone () - Business Phone () -

Cell Phone () - E-mail Address

SIGNATURE REQUIRED TO AUTHORIZE CHANGES

Signature _____

Cardholder Account Detail Continued

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
02/22	02/24	PPLN01	24412902054030022579479	AROUND THE CLOCK CALL CTR 888-711-1956 CA	\$132.20

Cardholder Account Summary

BEVERLI A MARSHALL ### #### ## 5986	Payments & Other Credits \$864.36-	Purchases & Other Charges \$1,987.52	Cash Advances \$0.00	Total Activity \$1,123.16
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Cardholder Account Detail

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
02/02	02/03	PPLN01	24801972034690415059087	CALIFORNIA WATER ENVIRON 510-382-7800 CA	\$401.00
02/01	02/03		74692162033100728361135	CREDIT VOUCHER SOUTHWES 5261447095212 800-435-9792 TX MARSHALL/BEVERLI 020122 DAL / DAL WN Y DAL /	\$262.96-
02/02	02/04	PPLN01	24692162034100483669486	SOUTHWES 5261477953125 800-435-9792 TX MARSHALL/BEVERLI 041122 PSP / SMF WN E SMF / PSP WN J	\$282.96
02/10	02/10	PPLN01	24692162041100362484677	AMZN Mktg US*4T8T35EP3 Amzn.com/bill WA	\$40.32
02/12	02/13	PPLN01	24492152043894961794426	PAYPAL *QUICKYMARTL 402-935-7733 CA	\$4.99
02/14	02/15	PPLN01	24493982046083327154477	PE SUBSCRIPTIONS 951-368-9000 CA	\$10.00
02/18	02/20	PPLN01	24011342049000025904539	WIX.COM 981329079 WWW.WIX.COM CA	\$99.00
02/18	02/21	PPLN01	24000972051902000406137	TOWN AND COUNTRY - LOD SAN DIEGO CA	\$561.65
02/22	02/23	PPLN01	24906412053141207244245	DNH*GODADDY.COM 480-5058855 AZ	\$20.34
02/23	02/25	PPLN01	24207852055162500531071	SLOAN S BREAKFAST LUNCH & INDIO CA	\$44.00
02/23	02/25	PPLN01	24137462055500912109684	OFFICEMAX/DEPOT 6753 LA QUINTA CA	\$44.67
02/25	02/27	PPLN01	24943002056634001184253	AMERICAN AIR0012408588556 FORT WORTH TX MARSHALL/BEVERLI 030322 DCA / PHX AA K O PHX / PSP AA K O PSP / /	\$468.60
02/24	02/27		74943002056978000680638	CREDIT VOUCHER AMERICAN AIR0012317928339 FORT WORTH TX MARSHALL/BEVERLI 022522 PSP DFW AA M O BOS AA M X PHX AA L X PSP AA L O	\$601.40-
02/28	02/28	PPLN01	24692162059100316746626	Palm Sp Desert Sun 888-426-0491 IN	\$9.99

Cardholder Account Summary

HEBERTO MORENO ### #### ## 6026	Payments & Other Credits \$0.00	Purchases & Other Charges \$250.40	Cash Advances \$0.00	Total Activity \$250.40
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Cardholder Account Detail

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
02/08	02/10	PPLN01	24034542040000867683503	ARCO #42654 AMPM COACHELLA CA	\$135.61
02/08	02/10	PPLN01	24034542040000867683495	ARCO #42654 AMPM COACHELLA CA	\$89.00
02/14	02/15	PPLN01	24692162045100732049651	APPLE.COM/BILL 866-712-7753 CA	\$2.99
02/16	02/18	PPLN01	24943012048010182784775	THE HOME DEPOT #6874 INDIO CA	\$22.80

Cardholder Account Summary					
TINO TIJERINA #### #### #### 6034		Payments & Other Credits \$0.00	Purchases & Other Charges \$1,302.18	Cash Advances \$0.00	Total Activity \$1,302.18
Cardholder Account Detail					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
01/31	02/02	PPLN01	24943012032010178560302	THE HOME DEPOT #6874 INDIO CA	\$103.40
02/03	02/03	PPLN01	24692162034100120712574	DKC*DIGI KEY CORP 800-344-4539 MN	\$490.22
02/17	02/20	PPLN01	24692162049100812623561	THE HOME DEPOT 6874 INDIO CA	\$258.54
02/19	02/21	PPLN01	24164072051105397974466	STAPLES DIRECT 800-3333330 MA	\$361.04
02/23	02/24	PPLN01	24399002054295056064005	BEST BUY MHT 00010207 LA QUINTA CA	\$16.30
02/25	02/27	PPLN01	24692162056100497363582	Amazon.com*1I7S31MPO Amzn.com/bill WA	\$72.68

Cardholder Account Summary					
SCOTT SEAR #### #### #### 6109		Payments & Other Credits \$0.00	Purchases & Other Charges \$2,099.23	Cash Advances \$0.00	Total Activity \$2,099.23
Cardholder Account Detail					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
02/02	02/03	PPLN01	24692162033100541592382	UNITED 0162391974119 800-932-2732 TX SEAR/SCOTT 022722 PSP / DEN UA S X DEN / DCA UA H O DCA / DEN UA V O DEN / PSP UA S O	\$995.20
02/02	02/03	PPLN01	24692162033100541592390	UNITED 0162391974120 800-932-2732 TX DURAN/MIKEL 022722 PSP DEN UA S X DCA UA H O DEN UA V O PSP UA S O	\$995.20
02/01	02/03	PPLN01	24692162033100542136510	UNITED 0169969061440 800-932-2732 TX	\$10.00
02/01	02/03	PPLN01	24692162033100542136528	UNITED 0169969061441 800-932-2732 TX	\$10.00
02/01	02/03	PPLN01	24692162033100542136536	UNITED 0169969061442 800-932-2732 TX	\$15.00
02/01	02/03	PPLN01	24692162033100542136544	UNITED 0169969061443 800-932-2732 TX	\$15.00
02/01	02/03	PPLN01	24692162033100542136551	UNITED 0169969061444 800-932-2732 TX	\$10.00
02/12	02/13	PPLN01	24431062043083321338463	AMZN MKTP US*R40298743 AM AMZN.COM/BILL WA	\$48.83

Cardholder Account Summary					
EDUARDO LUNA #### #### #### 9557		Payments & Other Credits \$0.00	Purchases & Other Charges \$48.65	Cash Advances \$0.00	Total Activity \$48.65
Cardholder Account Detail					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
02/18	02/21	PPLN01	24137462051500922435883	TRACTOR SUPPLY #2357 INDIO CA	\$48.65

Cardholder Account Summary					
BRANDEN RODRIGUEZ #### #### #### 9565		Payments & Other Credits \$0.00	Purchases & Other Charges \$507.91	Cash Advances \$0.00	Total Activity \$507.91
Cardholder Account Detail					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
02/08	02/09	PPLN01	24692162039100920555533	AMZN Mktp US*EX2L37ZA3 Amzn.com/bill WA	\$48.93
02/09	02/10	PPLN01	24692162040100845394296	AMZN Mktp US*HU1SC6AA3 Amzn.com/bill WA	\$26.05
02/17	02/18	PPLN01	24692162048100208233422	AMZN Mktp US*E005V5293 Amzn.com/bill WA	\$48.93
02/23	02/24	PPLN01	24801972055690523601394	CALIFORNIA WATER ENVIRON 510-382-7800 CA	\$192.00
02/23	02/24	PPLN01	24801972055690523607144	CALIFORNIA WATER ENVIRON 510-382-7800 CA	\$192.00

VALLEY SANITARY DISTRICT

Account Number: [REDACTED]

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Cardholder Account Summary						
HOLLY GOULD #### #### #### 7260			Payments & Other Credits \$85.00-	Purchases & Other Charges \$481.09	Cash Advances \$0.00	Total Activity \$396.09
Cardholder Account Detail						
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount	
02/01	02/01	PPLN01	24692162032100295111117	AMZN Mktp US*NX0P623Q3 Amzn.com/bill WA	\$14.03	
01/31	02/01	PPLN01	24692162031100024276281	SQ *FOCUS HEALTH CORP. gosq.com CA	\$79.00	
01/31	02/01	PPLN01	24692162031100024386643	SQ *FOCUS HEALTH CORP. gosq.com CA	\$79.00	
02/01	02/02	PPLN01	24164072032730000227541	PECTO 1172 63511729 INDIO CA	\$101.64	
02/16	02/16	PPLN01	24692162047100857353720	Amazon.com*OA08R4KH3 Amzn.com/bill WA	\$50.06	
02/15	02/16	PPLN01	24492162047000000335032	ACCDOT800992-F13E806T1 AMERICANCARRI IL	\$97.39	
02/18	02/20		24492162050000010776609	CREDIT VOUCHER ACCDOT800992-F13E806T1 AMERICANCARRI IL	\$85.00-	
02/22	02/23	PPLN01	24226382054091004059501	WAL-MART #2181 INDIO CA	\$9.54	
02/22	02/23	PPLN01	24445002054400170635755	WM SUPERCENTER #2181 INDIO CA	\$50.43	

Cardholder Account Summary						
ANNA BELL #### #### #### 7278			Payments & Other Credits \$0.00	Purchases & Other Charges \$248.95	Cash Advances \$0.00	Total Activity \$248.95
Cardholder Account Detail						
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount	
02/02	02/04	PPLN01	24943012034010183331598	HOMEDEPOT.COM 800-430-3376 GA	\$183.79	
02/23	02/24	PPLN01	24692162054100477455665	AMZN Mktp US*119DJ5BG1 Amzn.com/bill WA	\$65.16	

Cardholder Account Summary						
JIMMY GARCIA #### #### #### 7450			Payments & Other Credits \$0.00	Purchases & Other Charges \$805.46	Cash Advances \$0.00	Total Activity \$805.46
Cardholder Account Detail						
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount	
02/01	02/03	PPLN01	24943012033010179102566	THE HOME DEPOT #6874 INDIO CA	\$49.34	
02/04	02/06	PPLN01	24692162036100902804928	THE HOME DEPOT 6874 INDIO CA	\$475.42	
02/07	02/08	PPLN01	24492152038743530405237	JOHN M ELLSWORTH CO INC 414-354-1414 WI	\$256.34	
02/10	02/13	PPLN01	24943012042010178730366	THE HOME DEPOT #6874 INDIO CA	\$24.36	

Cardholder Account Summary						
DANIEL A MILLS #### #### #### 8110			Payments & Other Credits \$0.00	Purchases & Other Charges \$99.16	Cash Advances \$0.00	Total Activity \$99.16
Cardholder Account Detail						
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount	
02/24	02/25	PPLN01	24801972056690530112228	CALIFORNIA WATER ENVIRON 510-382-7800 CA	\$50.00	
02/25	02/27	PPLN01	24943012057010181474467	THE HOME DEPOT #6874 INDIO CA	\$49.16	

Cardholder Account Summary				
DAVE COMMONS #### #### #### 7327	Payments & Other Credits \$0.00	Purchases & Other Charges \$600.00	Cash Advances \$0.00	Total Activity \$600.00

Cardholder Account Detail					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
02/09	02/10	PPLN01	24492152040852831259072	WEF PAYMENT 402-935-7733 VA	\$50.00
02/09	02/11	PPLN01	24223692041030033660153	WASTEWATER TECHNOLOGY TRA 866-773-9988 VT	\$550.00

Additional Information About Your Account
IT IS NOT NECESSARY TO MAIL YOUR PAYMENT. YOUR ACCOUNT WILL BE AUTOMATICALLY PAID THROUGH A DIRECT DEBIT OF YOUR CHECKING OR SAVINGS ACCOUNT ON 03/10/22 PER YOUR AGREEMENT WITH US. THE DEBIT AMOUNT THIS MONTH IS \$8393.65

Finance Charge Summary / Plan Level Information									
Plan Name	Plan Description	FCM ¹	Average Daily Balance	Periodic Rate *	Corresponding APR	Finance Charges	Effective APR Fees **	Effective APR	Ending Balance
Purchases									
PPLN01 001	PURCHASE	E	\$0.00	0.06024%(D)	21.9900%	\$0.00	\$0.00	0.0000%	\$8,393.65
Cash									
CPLN01 001	CASH	A	\$0.00	0.06572%(D)	23.9900%	\$0.00	\$0.00	0.0000%	\$0.00
* Periodic Rate (M)=Monthly (D)=Daily							Days In Billing Cycle: 28		
** includes cash advance and foreign currency fees							APR = Annual Percentage Rate		
¹ FCM = Finance Charge Method									
(V) = Variable Rate If you have a variable rate account the periodic rate and Annual Percentage Rate (APR) may vary.									



**Valley Sanitary District
Board of Directors Meeting
March 22, 2022**

TO: Board of Directors

THROUGH: Beverli A. Marshall, General Manager

FROM: Jeanette Juarez, Business Services Manager

SUBJECT: Quarterly Investment Report for the Period Ending December 31, 2021

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

Executive Summary

The purpose of this report is to provide information regarding the District’s investments to the Board and the public.

Strategic Plan Compliance

This item complies with VSD Strategic Plan Objective 5: Long-Term Financial Strength.

Fiscal Impact

There is no fiscal impact from this report.

Background

The State of California Government Code section 53646(b) requires agencies to present to the Board of Directors a report of their investments on at least a quarterly basis. As of December 31, 2021, VSD had \$49.5 million invested in LAIF and \$1.09 million invested in CalTRUST.

CALTRUST					
Quarter	As of	Total Shares Owned	Portfolio Value	Variance	Variance (%)
Q2	6/30/2021	106,730.942	\$ 1,095,059.46		
Q3	9/30/2021	106,814.279	\$ 1,095,914.46	\$ 855.00	0.08%
Q4	12/31/2021	106,912.226	\$ 1,089,435.58	\$ (6,478.88)	-0.59%

LAIF					
Quarter	As of	Ending Balance	Interest Rate	Interest Earned	Variance
Q2	6/30/2021	\$ 55,594,550.33	0.33%	\$ 42,076.31	
Q3	9/30/2021	\$ 51,436,626.64	0.24%	\$ 31,886.43	\$ (10,189.88)
Q4	12/31/2021	\$ 49,468,513.07	0.23%	\$ 28,973.61	\$ (2,912.82)

Recommendation

Staff recommends that the Board review and accept the Quarterly Investments Report for the period ending December 31, 2021.

Attachments

Attachment A: Quarterly LAIF Report for Period Ending December 31, 2021

Attachment B: Quarterly CalTRUST Report for Period Ending December 31, 2021



BETTY T. YEE

California State Controller

LOCAL AGENCY INVESTMENT FUND
REMITTANCE ADVICE

Agency Name	VALLEY SANITARY DISTRICT
Account Number	70-33-003

As of 01/14/2022, your Local Agency Investment Fund account has been directly credited with the interest earned on your deposits for the quarter ending 12/31/2021.

Earnings Ratio		.00000625812849570
Interest Rate		0.23%
Dollar Day Total	\$	4,629,756,792.42
Quarter End Principal Balance	\$	49,468,513.07
Quarterly Interest Earned	\$	28,973.61



CalTRUST
 c/o Ultimus Fund Solutions
 PO Box 541150
 Omaha, NE 68154-9150
 www.caltrust.org
 Email: CalTRUSTSupport@ultimusfundsolutions.com
 Fax: 402-963-9094
 Phone: 833-CALTRUST (225-8787)

Investment Account Summary

12/01/2021 through 12/31/2021

SUMMARY OF INVESTMENTS

Fund	Account Number	Total Shares Owned	Net Asset Value per Share on Dec 31 (\$)	Value on Dec 31 (\$)	Average Cost Amount (\$)	Cumulative Unrealized Gain/(Loss) (\$)
VALLEY SANITARY DISTRICT	20100025210					
CalTRUST Medium Term Fund	20100025210	106,912.226	10.19	1,089,435.58	1,080,446.84	8,988.74
Portfolios Total value as of 12/31/2021				1,089,435.58		

DETAIL OF TRANSACTION ACTIVITY

Activity Description	Activity Date	Amount (\$)	Amount in Shares	Balance in Shares	Price per Share (\$)	Balance (\$)	Average Cost Amt (\$)	Realized Gain/(Loss) (\$)
		VALLEY SANITARY DISTRICT			Account Number: 201 00025210			
Beginning Balance	12/01/2021			106,875.352	10.21	1,091,197.34		
Accrual Income Div Reinvestment	12/31/2021	375.75	36.874	106,912.226	10.19	1,089,435.58	0.00	0.00
Unrealized Gain/(Loss)						(2,137.51)		
Closing Balance as of	Dec 31			106,912.226	10.19	1,089,435.58		

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

CalTRUST Investment Trust of California Account Activity for All Funds from 10/1/2021 to

Account Number: 20100025210

Account Name: VALLEY SANITARY DISTRICT

Date	Description	Fund	# Shares	Price	Total
10/1/2021	Beginning Shares Balance	CalTRUST Medium Term Fund	106,814.2790		
10/29/2021	Accrual Income Div Reinvestment (53344)	CalTRUST Medium Term Fund	28.2090	\$10.22	\$288.30
11/30/2021	Accrual Income Div Reinvestment (53649)	CalTRUST Medium Term Fund	32.8640	\$10.21	\$335.54
12/31/2021	Accrual Income Div Reinvestment (53987)	CalTRUST Medium Term Fund	36.8740	\$10.19	\$375.75

12/31/2021

**Running #
Shares**

106,814.2790

106,842.4880

106,875.3520

106,912.2260



**Valley Sanitary District
Board of Directors Meeting
March 22, 2022**

TO: Board of Directors

THROUGH: Beverli A. Marshall, General Manager

FROM: Ron Buchwald, Engineering Services Manager

SUBJECT: Adopt Resolution No. 2022-1156 Authorizing an Application for Grant Funding by the Bureau of Reclamation’s WaterSMART Title XVI WIIN Act Water Reclamation and Reuse Projects for A Groundwater Replenishment Planning Project

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

Executive Summary

The purpose of this report is for the Board of Directors to authorize the District’s application to the Bureau of Reclamation’s WaterSMART Water Reclamation and Reuse Project Grants program.

Strategic Plan Compliance

This item complies with VSD Strategic Plan Objective 5.1: Align long-term financial planning with strategic priorities.

Fiscal Impact

If awarded a grant, the District could receive up to \$628,000 in federal funds through this program, which would be a 25% match to the District’s contribution of \$1,883,000 toward to the project. Funds for this phase of the Recycled Water Project were included in the sewer use charge analysis completed in 2020.

Background

Over the past decade, the District along with the Indio Water Authority (IWA), a part of the City of Indio, has completed numerous studies on the viability, cost, and location of a wastewater reclamation or reuse project within the District’s service area. In 2019, both the City of Indio City Council and the District’s Board of Directors, determined that the most viable project option was an on-site injection system network for groundwater replenishment (Project) at the District’s wastewater reclamation plant.

Before the Project can be fully implemented, the following additional Studies are required, for which funding through this grant application is requested. These studies include the following:

1. Study to determine current percolation rate within the storm channel. By determining how much discharge water can percolate while traveling down the channel, the amount of recycled water needed for injection can be deduced.
2. Study to determine if a pipeline to take recycled water to golf courses is feasible. Use of groundwater needed to irrigate nearby golf courses could potentially be reduced if treated recycled water can be used for irrigation to these golf courses. This study would determine the cost and feasibility of building a recycled water pipeline to the nearby golf courses.
3. Preliminary Design Report for Ground Water Recharge. A preliminary design report to take a project from concept to an initial (approximately 30%) design level, and corresponding cost estimate is needed.
4. Additional Environmental Documents (CEQA). CEQA requires additional documentation for the proposed Project, including amending the recent IS/MND.
5. Report for 1211 application with SWRQB. The project proposes to divert discharge flow the Coachella Valley Stormwater Channel for other uses such as groundwater recharge. Preparation of a 1211 Application to the SWRQB is a prerequisite for this approval.
6. Ground Water Modeling. Testing and ground water modeling are needed to determine injection possibilities and duration of time injected water must remain in the ground before it can be extracted.
7. Design documents: A qualified consultant team will be retained to prepare the construction documents and assist VSD in the permitting process.

The estimated cost of these studies is \$2.5 million. To help offset the cost of the studies, District staff have identified a grant opportunity that, if awarded, will provide approximately \$628,000 in federal funding. To be considered for this grant, the District must apply and include a resolution of the Board of Directors that commits a minimum of 75% match to the grant funds.

Recommendation

Staff recommends that the Board of Directors adopt Resolution No. 2022-1156 authorizing an application for grant funding by the Bureau of Reclamation's WaterSMART Title XVI WIIN Act Water Reclamation and Reuse Projects for a groundwater replenishment planning project.

Attachments

Attachment A: Resolution 2022-1156

RESOLUTION NO. 2022-1156

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE VALLEY SANITARY DISTRICT AUTHORIZING AN APPLICATION FOR GRANT FUNDING BY THE BUREAU OF RECLAMATION'S WATERSMART TITLE XVI WIIN ACT WATER RECLAMATION AND REUSE PROJECTS FOR A GROUNDWATER REPLENISHMENT PLANNING PROJECT

The Board of Directors declares that:

the Valley Sanitary District ("District") is a California Special District that collects and treats wastewater within its service area boundaries; and

the District is preparing for the planning of a Groundwater Replenishment Planning Project ("Project"); and

the District is currently in planning for the Project; and

the Project will determine the optimal use for the District's treated wastewater for recycled water uses within the Indio Water Authority's service area; and

the Project will allow the District to better utilize the recycled water produced by its treatment systems; and

the United States Department of the Interior offers financial assistance in the form of grant funding through its Bureau of Reclamation's (Reclamation) WaterSMART (Sustain and Manage America's Resources for Tomorrow) Title XVI WIIN Act Water Reclamation and Reuse Projects to Agencies with Reclamation approved Title XVI Feasibility Studies; and

the program provides up to a maximum of \$30,000,000 in grant funding and/or 25% of the Project's total cost; and

the District submitted a Title XVI Feasibility Study to Reclamation prior to the release of the WaterSMART Title XVI WIIN Act Water Reclamation and Reuse Projects Notice of Funding Opportunity (NOFO) that is currently pending Reclamation's approval; and

the District desires to fund part of the cost of the Project with grant funding from the WaterSMART Title XVI WIIN Act Water Reclamation and Reuse Projects funding.

The Board of Directors of the Valley Sanitary District finds, determines, declares, and resolves as follows:

Section 1. The Board supports a grant application to the WaterSMART Title XVI WIIN Act Water Reclamation and Reuse Projects funding for the Project.

Sections 2. The Board authorizes and directs the General Manager, or designee, to complete, review, sign and submit, for and on behalf of the District, a grant application from the Bureau of Reclamation's WaterSMART Title XVI WIIN Act Water Reclamation and Reuse Projects Program for the Project up to the amount of \$30,000,000.

Section 2. The District's General Manager, or designee, is designated to provide the assurances, certifications, and commitments required for the grant application, including executing a financial assistance or similar agreement with the Bureau of Reclamation within established deadlines and any amendments or changes to the agreement.

Section 3. The District's General Manager, or designee, is designated to represent the District in carrying out the District's responsibilities under the grant agreement, including certifying disbursement requests on behalf of the District and compliance with applicable state and federal laws.

Section 4. If a grant award is made by the Bureau of Reclamation, the District commits to providing a minimum of 75% in matching funds for the Project, and up to the balance of funds needed to complete the implementation of the Project.

Section 6. This Resolution shall take effect immediately.

This resolution is passed, approved, and adopted this 22nd day of March 2022, by the following roll call vote:

AYE:

NAY:

ABSENT:

ABSTAIN:

VALLEY SANITARY DISTRICT

Scott Sear, President

ATTEST

Dennis Coleman, Secretary/Treasurer



**Valley Sanitary District
Board of Directors Meeting
March 22, 2022**

TO: Board of Directors

THROUGH: Beverli A. Marshall, General Manager

FROM: Ronald Buchwald, Engineering Services Manager

SUBJECT: **Easement Agreement with Twenty-Nine Palms Band of Mission Indians for a Water Main and Fiber Optic Conduit across District Property**

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

Executive Summary

The purpose of this report is for the Board to review and discuss the easement agreement.

Strategic Plan Compliance

This item complies with VSD Strategic Plan Objective 6.2: Increase Regional Collaboration.

Fiscal Impact

There is no fiscal impact from the recommended action.

Background

The Twenty-Nine Palms Band of Mission Indians (Tribe) made a request to the Valley Sanitary District to grant an easement across the District’s property for the purpose of installing utility conduits. The Tribe is planning to build a distribution warehouse on their property adjacent to the east of the District’s reclamation plant facility. The warehouse will require water, fiber optic, and other potential future utilities that can be accessed from Cabazon Road. The requested easement will be within and adjacent to the roadway to the Wild Bird Center and extends from Cabazon Road to the Tribe’s property.

The Wild Bird Center staff is aware of the Tribe’s easement request as well as the upcoming construction of the utilities. The Easement Agreement provides a grant of easement for the new utilities along with a certification of acceptance for recording purposes. Both the Agreement (Attachment A) and the utility improvement plans (Attachment B) are attached for the Board’s review.

Recommendation

Staff recommends that the Board of Directors accept the Easement Agreement with Twenty-Nine Palms Band of Mission Indians and authorize the General Manager to sign the Easement Agreement for recording purposes.

Attachments:

Attachment A: Easement Agreement with Twenty-Nine Palms Band of Mission Indians

Attachment B: Tribe's Project Utility Plans

PARCEL NO. 603-020-007
PROJECT: DISTRIBUTION OF TRIBAL GOODS BUILDING

RECORDING REQUESTED BY:
VALLEY SANITARY DISTRICT

WHEN RECORDED MAIL TO:
VALLEY SANITARY DISTRICT
45-500 VAN BUREN
INDIO, CA 92201

DOCUMENTARY TRANSFER TAX \$NONE

FREE RECORDING REQUESTED
California Govt. Code 6103

GRANT OF EASEMENT AND AGREEMENT

This GRANT OF EASEMENT AND AGREEMENT is made and entered into this _____ day of _____, 2022, by and between the VALLEY SANITARY DISTRICT, a political subdivision of the State of California (“Grantor”) and TWENTY-NINE PALMS BAND OF MISSION INDIANS, a federally recognized Indian Tribe (“Grantee”).

WHEREAS, Grantor is the owner of certain real property commonly known as the Valley Sanitary District, located at 45-500 Van Buren St, in the City of Indio, County of Riverside, State of California 92201; and

WHEREAS, Grantee has requested that Grantor grant a perpetual non-exclusive easement and right-of-way for underground water, sanitary sewer, and communication facilities, through, in, and under, and for electric utilities through, in, over and under (the “Easement”), that certain portion of Grantor’s real property more particularly described as:

SEE LEGAL DESCRIPTION MARKED EXHIBIT “A” AND A DRAWING THEREFORE MARKED EXHIBIT “B” ATTACHED HERETO AND INCORPORATED HEREBY REFERENCE (the “Easement Area”); and

WHEREAS, Grantor is willing to grant the Easement in the Easement Area to Grantee, subject to the terms and conditions set forth herein.

NOW, THEREFORE,

1. For valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby grant unto the Grantee, a perpetual non-exclusive easement and right-of-way for underground water, sanitary sewer, and communication facilities, through, in, and under, and for electric utilities through, in, over and under, the Easement Area, including but not limited to underground water line, sanitary sewer, and communication facilities consisting of underground

structures, pipes, lines, cables, conduits, and those appurtenances and uses commonly associated therewith (“Easement Use”).

2. The easement rights granted herein include the following: (a) the right of ingress and egress, from the easement herein described, across the lands of Grantor as reasonably necessary for the exercise of the rights herein granted at locations which shall not unreasonably interfere with Grantor’s use of its remainder property or of the use of Grantor’s property by any tenant of Grantor; (b) the right to construct, reconstruct, repair, replace, operate and maintain said facilities; and (c) the right to deposit tools, implements and material there on in furtherance of the Easement Use. The rights granted herein are for the benefit of the Grantee, its officers, agents, employees, successors or assigns, or by any contractor, its agents or employees, engaged by Grantee, its successors or assigns (collectively, the “Grantee Parties”), whenever and wherever necessary for the purposes above set forth. In exercising these rights, Grantee must use reasonable care and may not unreasonably increase the burden on the Grantor’s property or make any material changes not herein specified.

3. Grantee shall repair and maintain the Easement Area, together with any improvements constructed or installed thereon by Grantee or associated with Grantee’s use of the Easement Area, in good condition and repair. The operation, repair, and maintenance of such improvements and of the Easement Area shall be at Grantee’s sole cost and expense. If Grantee Parties, or any of them, damage any of Grantor’s property in connection with the use of the Easement Area, Grantee shall promptly repair the same within thirty (30) days of receipt of Grantor’s written request, provided that if the nature of the damage directly caused by Grantee Parties, or any of them, is of such a nature that it is not feasible to complete the repair within said thirty (30) day period, then Grantee shall have such additional time as is needed to complete such repair provided that Grantee commences to repair such damage within thirty (30) days of Grantee’s receipt of Grantor’s written request and Grantee thereafter diligently prosecutes such repair to completion.

4. Grantee shall conduct all activities in the Easement Area in a safe, prudent and professional manner. Grantee shall comply at Grantee’s sole cost and expense, in its use of and activities within the Easement Area, with all applicable laws, statutes, ordinances, codes, rules, regulations, orders, and applicable judicial decisions or decrees, as presently existing and hereafter amended, including but not limited to all applicable regulatory, environmental and safety requirements, of any federal, state, county, city, local, or other governmental or quasi-governmental authority, entity or body (or any department, agency or other instrumentality thereof), exercising jurisdiction over the Easement Area, and to property and persons on the Easement Area (“Applicable Laws”).

5. Grantee shall indemnify, protect, defend (with counsel reasonably acceptable to Grantor) and hold Grantor, and any officer, director, employee, or agent of Grantor, free and harmless from and against any and all injuries, losses, claims, penalties, liability or costs (including court costs and attorney's fees) (i) incurred by reason of any actual or asserted failure of Grantee to fully comply with all Applicable Laws, (ii) arising directly out of the use or maintenance of the Easement Area by the Grantee Parties or any of them, or (iii) arising as a result of the negligent or

intentional acts or omission of the Grantee Parties or any of them in and upon the Easement Area, except to the extent attributable to the gross negligence or willful misconduct of Grantor.

6. Grantor expressly reserves for itself, its successors and its assigns, the right to use the Easement Area for its own purposes, or to grant other easements or licenses at the same location as the Easement Area, so long as Grantor's exercise of such right does not unreasonably interfere with the rights of Grantee herein granted. Notwithstanding anything herein to the contrary, Grantee's use of the Easement Area, including the placement of any utilities therein, shall not interfere with the use by Grantor, including any tenants thereof, of the Easement Area as a road, including, but not limited to, for access, ingress and egress.

7. Grantor shall not plant any trees or bushes within or erect, construct or install any fence, wall, irrigation or any other type of structure, improvement or private utilities over, across or upon said easement and right-of-way without first obtaining written permission from Grantee, which shall not be unreasonably withheld, conditioned or delayed. Grantor shall keep the easement area clear from any obstacles that will make the Easement Area un-accessible.

8. As consideration for the Easement herein granted, Grantee expressly covenants and agrees that the Easement Area shall be retained and used only for the Easement Use specified in this Agreement and for no other purpose whatsoever. Any activities in or uses of the Easement Area that are inconsistent with the specific Easement Use are prohibited. Should Grantee expand the uses in any respect beyond the specific Easement Use, such expansion shall be considered an abuse of the Easement and a breach of this Agreement and shall entitle Grantor to the remedies provided for herein. Accordingly, the parties agree that any of the following events (each, a "Termination Event") shall automatically terminate this Agreement and thereupon the Easement and all rights of Grantee granted herein shall cease and be void:

- (a) Failure of Grantee to diligently develop and commence to utilize the Easement Area for the Easement Use and such failure continues for a period of twelve (12) months or longer; or
- (b) Non-use of the Easement or the Easement Area for the Easement Use by Grantee for a continuous period of twenty-four (24) months or longer; or
- (c) Failure of Grantee to perform its obligations or observe any other covenant or undertaking required of it under this Agreement and such failure continues for a period of ten (10) days after Grantee's receipt of written notice thereof from Grantor specifying such failure. If the nature of Grantee's obligation is such that more than ten (10) days are required for performance, then a Termination Event shall not be deemed to have occurred if Grantee commences performance within such ten (10) day period and thereafter diligently prosecutes the same to completion. Notwithstanding the foregoing, if Grantor notifies Grantee in writing that a particular failure creates imminent and serious threat to persons or property, Grantor shall have the right, but not the obligation, to undertake such curative measures on behalf of Grantee as Grantor reasonably deems necessary to eliminate such imminent and serious threat, and Grantee shall reimburse Grantor for the

actual and reasonable cost of such curative measures within thirty (30) days of receipt of Grantor's invoice accompanied by reasonable substantiation of the costs so incurred.

Upon the occurrence of a Termination Event and the termination of the Easement, any and all interest in the Easement Area granted by this Agreement shall automatically revert to Grantor or its assigns and successors, without the necessity of any further action to effect said reversion. Notwithstanding the foregoing, Grantee shall, at Grantee's sole cost and expense, no more than ninety (90) days after the happening of the Termination Event, deliver to Grantor a properly executed and acknowledged quit-claim deed conveying all of Grantee's rights and interest in and to the Easement Area to Grantor, along with such other conveyances or instruments with respect to the Easement Area as may be required in order for Grantor to clear title to the Easement Area. On demand by Grantor, upon the happening of a Termination Event, Grantee shall, at Grantee's sole cost and expense, promptly remove any and all improvements it installed in, on, under or above the Easement Area, and restore Grantor's property to substantially the same condition that existed prior to the entering into of this Agreement. At the option of Grantor, if any such improvements are not removed, Grantor may either remove the improvements and charge Grantee for the reasonable costs of such removal, or all such improvements shall become the property of Grantor at no cost to Grantor or additional cost to Grantee.

9. Grantee and its contractors shall be required to obtain and maintain commercial general liability insurance in the amount of at least \$2,000,000 per occurrence and \$2,000,000 in the aggregate. At the request of the Grantor from time to time, Grantee shall furnish to Grantor evidence of Grantee's maintaining such required insurance.

10. This Easement is subject to any and all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, leases and licenses, easements, and rights of way of record pertaining to the Easement Area.

11. Only to the extent expressly set forth herein, Grantee agrees to a limited, conditional waiver of its sovereign immunity from unconsented suit and other legal proceedings. Grantee's limited, conditional waiver of sovereign immunity from suit and other legal proceedings is specifically limited to any proceeding seeking an order for specific performance or compliance with any of the provisions of this Agreement, or a damages award relating to or arising out of this Agreement, provided that any award shall be limited to actual damages and shall specifically exclude punitive, consequential, incidental, special or indirect damages. Grantee's limited, conditional waiver of sovereign immunity applies only to Grantor and no other person or entity. Nothing in this Agreement shall be construed as a waiver of any immunity of any elected or appointed officer, official, employee or agent of the Tribe. Grantee hereby agrees to the exclusive jurisdiction of and venue in the Superior Court of California for the County of Riverside with respect to all such suit and other legal proceedings, except with respect to those suits and other legal proceedings subject to the exclusive jurisdiction of the United States for which Grantee hereby agrees to the exclusive jurisdiction of and venue in the United States District Court for the Central District of California or such other jurisdiction and venue where required by law.

12. The conveyance of said easement and right-of-way is made for the benefit of all parties who have or may acquire any right, title, or interest in any part of the Easement Area. This conveyance is binding on the Grantor, its heirs, assigns or successors in interest.

13. To facilitate execution, this instrument may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single document. It shall not be necessary in making proof of this document to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

14. Grantee shall not voluntarily or by operation of law assign, transfer, license, or otherwise transfer all or any part of its rights, duties, or interests in this Agreement without Grantor's prior written consent, which may be granted or withheld in Grantor's sole discretion. Any attempt to make an assignment in violation of this provision shall be null and void. This Agreement shall be binding on and shall inure to the benefit of the parties and their respective successors and permitted assigns, except as restricted by this Agreement.

15. All notices, requests or demands hereunder will be given by first-class, certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

Grantor:

Valley Sanitary District
45-500 Van Buren St,
Indio, California 92201
Attn: Chief Executive Officer or General Manager

Grantee:

Twenty-Nine Palms Band of Mission Indians
46-200 Harrison Place
Coachella, CA 92236
Attn: Tribal Chairperson or Tribal Administrator

Grantor or Grantee may from time to time designate any other address for this purpose by delivering at least thirty (30) days' prior written notice to the other party.

16. The enforcement and interpretation of this Agreement shall be governed exclusively by the laws of the State of California without regard to its choice of law rules (or those

of any other state or jurisdiction) and regardless of which state's or jurisdiction's law would govern, if at all, otherwise, and as applicable, the federal laws of the United States of America.

[Signatures on Following Page]

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

GRANTOR: VALLEY SANITARY DISTRICT, a political subdivision of the State of California

BY: _____

ITS: _____

GRANTEE: TWENTY-NINE PALMS BAND OF MISSION INDIANS, a federally recognized Indian Tribe

BY: _____

ITS: _____

EXHIBIT "A"

LEGAL DESCRIPTION
RIGHT-OF-WAY VACATION

A STRIP OF LAND 25 FOOT IN WIDTH LYING WITHIN SECTION 30, TOWNSHIP 5 SOUTH, RANGE 8 EAST, SAN BERNARDINO BASE AND MERIDIAN. THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOW:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 30 TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 89°54'03" WEST A DISTANCE OF 30.00 FEET

THENCE SOUTH 11°11'12" EAST A DISTANCE OF 615.86 TO THE TO THE BEGINNING OF A TANGENT 970.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST BEING ON THE EASTERLY SIDELINE OF CABAZON AVENUE; AND THE **TPOB**

THENCE NORTH 89°54'03" WEST A DISTANCE OF 1110.66 FEET;

THENCE NORTH 45°13'06" EAST A DISTANCE OF 134.20 FEET

THENCE NORTH 45°13'06" EAST 134.20 TO A POINT OF TERMINUS

CONTAINING 13,200 SQ. FT. MORE OR LESS



EXHIBIT "B"
25' PUBLIC UTILITY EASEMENT

ENTERPRISE WAY 24

POC 25 30 S89°54'03"E 30.00'

VAN BUREN STREET

615.86'

N00°11'12"W

L=119.01' R=970.00' Δ=24.4501°

N65°03'47"E(R)

Δ=04°50'19" R=970.00' L=81.92'

N29°46'32"W 273.65'

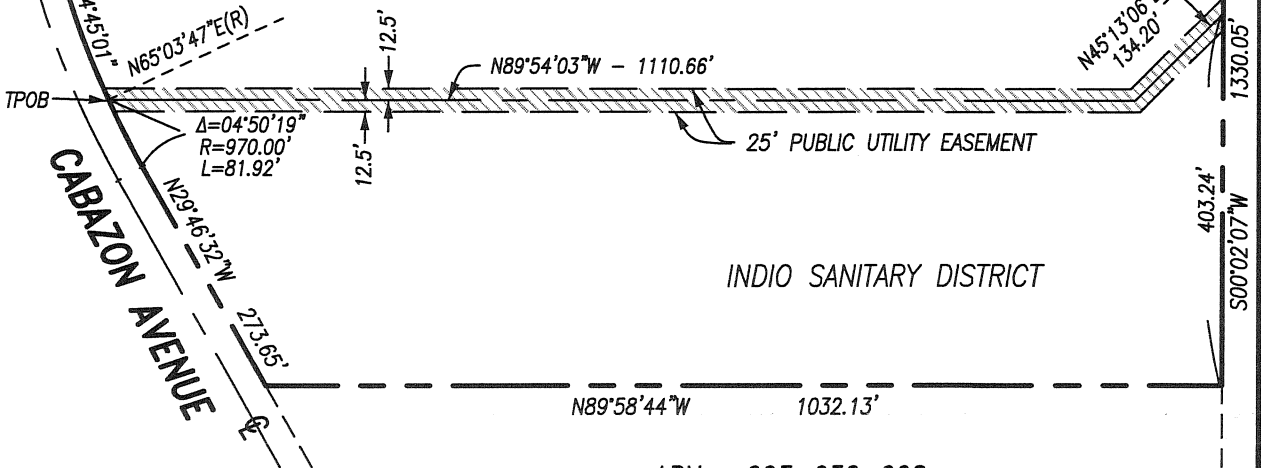
TPOB

CABAZON AVENUE

APN: 603-020-009

RS 110/94-95

SCALE 1" = 200'



INDIO SANITARY DISTRICT

APN : 603-030-008

NOTES:


THE PROPERTY AS SHOWN IS THAT PORTION OF THE NORTHWEST QUARTER SECTION 30, TOWNSHIP 5 SOUTH, RANGE 8 EAST, SAN BERNARDINO BASE AND MERIDIAN AS SHOWN ON RECORD OF SURVEY 110/94-95.

LEGEND:

POC - POINT OF COMMENCEMENT
TPOB - TRUE POINT OF BEGINNING

- TOTAL EASEMENT AREA = 31,120 sq. ft.



	Civil Engineering Land Surveying	75060 Gerald Ford Drive, Suite 3 Palm Desert, California 92211 (760) 346-8015	SHEET NO. 1 OF 1
	www.feiro.net	© Copyright 2021, Feiro Engineering, Inc.	.DWG FILE: 156L-006pue
	FOR: Valley Sanitary District		LAYOUT: Exhibit A
			JOB NUMBER: 156L-006

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

STATE OF CALIFORNIA,)

COUNTY OF _____)

On _____ before me, _____,
(insert name and title of the officer)

personally appeared _____ ,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
(Signature of Notary Public)

(Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

STATE OF CALIFORNIA,)

COUNTY OF _____)

On _____ before me, _____,
(insert name and title of the officer)

personally appeared _____ ,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
(Signature of Notary Public)

(Seal)

**CERTIFICATE OF ACCEPTANCE
OF
EASEMENT GRANT DEED**

This Certificate of Acceptance pertains to the interest in real property conveyed by the Easement Grant Deed dated _____, 2022, and executed on _____, 2022.

From: Valley Sanitary District (“Grantor”)

To: Twenty-Nine Palms Band of Mission Indians (“Grantee”)

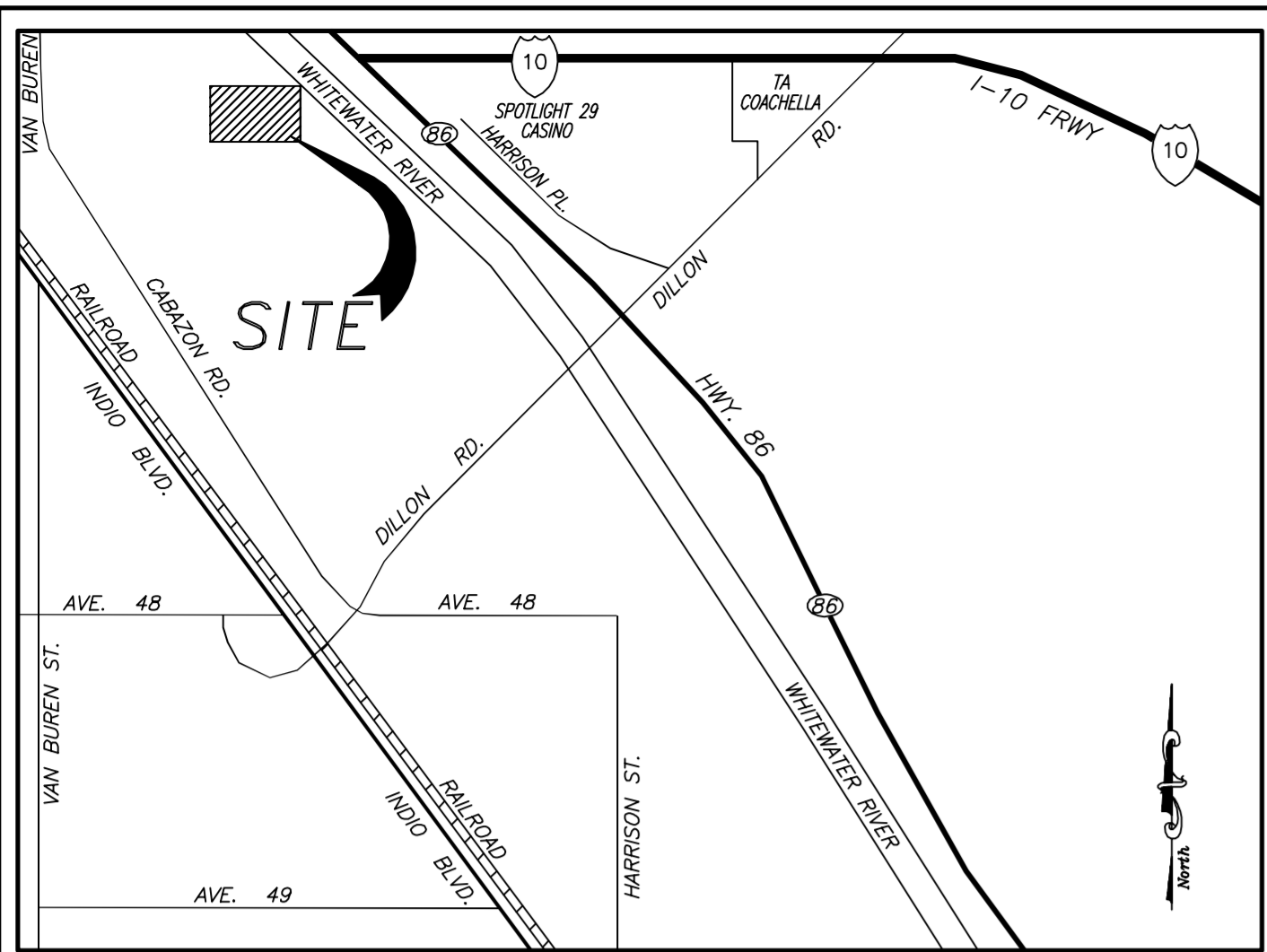
Said Easement Grant Deed is hereby accepted by the undersigned officer on behalf of the Grantee pursuant to authority conferred by the Grantee’s governing body.

The Grantee hereby consents to recordation of such Easement Grant Deed.

Dated: _____

TWENTY-NINE PALMS BAND OF
MISSION INDIANS

BY: _____
Darrell Mike
Chairman



In the City of Coachella

On-site Private Water Improvement Plan

DISTRIBUTION OF TRIBAL GOODS

DILLON ROAD

PORTION OF SECTION 30, TOWNSHIP 5 S., RANGE 8 E., S.B.B.&M.

OWNER:
 TWENTY-NINE PALMS BAND OF MISSION INDIANS
 46-200 HARRISON STREET
 COACHELLA, CA 92236

APPLICANT:
 ANTHONY MADRIGAL
 29 Palms Band of Mission Indians
 46-200 HARRISON STREET
 COACHELLA, CA 92236
 TEL: (760) 625-7872
 EMAIL: amadrigal@29palmsbomii-nsn.gov

LEGAL DESCRIPTION:
 603-020-007:
 67.29 ACRES IN POR. N 1/2 OF SEC.30 T5S R8E
 603-090-013:
 13.59 ACRES IN POR SE 1/4 OF SEC.30 T5S R8E

BASIS OF BEARINGS:
 THE WEST LINE OF SW QUARTER OF SECTION 29 BEING N00°12'47"W PER RECORD OF SURVEY 150/73-74.

SOURCE OF TOPOGRAPHY:
 THE TOPOGRAPHY SHOWN HEREON WAS PROVIDED TO US BY THE CLIENT.

BENCHMARK

RIVERSIDE COUNTY BM 3 LL
 ELEVATION=(-42.88 NAVD88)
 NOTE: ADD 500 FOR PLAN ELEVATIONS

SITE BENCHMARK

RIVERSIDE COUNTY BM 3 LL
 ELEVATION=(-42.88 NAVD88)
 NOTE: ADD 500 FOR PLAN ELEVATIONS

SITE BENCHMARK:

INDICATES THE BENCHMARK AT THE SITE WHICH THE ENGINEER OF RECORD SHALL USE TO CERTIFY PAD ELEVATION AND FINAL GRADING CERTIFICATION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD OF ANY DISCREPANCIES BETWEEN THIS BENCHMARK AND THE BENCHMARK USED BY THE CONTRACTOR PRIOR TO ANY GRADING.

ASSESSOR'S PARCEL NO.:
 603-020-007 & 603-090-013

SITE ADDRESS:
 ----- DILLON ROAD
 COACHELLA, CA 92236

NOTE:

ALL INDICATING VALVES CONTROLLING THE FIRE PROTECTION WATER SUPPLY SHALL BE ELECTRICALLY SUPERVISED. A T-WRENCH SHALL BE PROVIDED AND MAINTAINED AT THE FACILITY FOR MAINTENANCE OF THE PRIVATE FIRE MAIN.

FIRE DEPARTMENT CONNECTION (FDC) AND POST INDICATOR VALVE (PIV) IDENTIFICATION SIGNAGE

A. SIGNS SHALL BE DURABLE MATERIAL PREFERRED AS METAL AND RED BACKING WITH WHITE LETTERING.
 B. SIGNS SHALL BE MINIMUM 4 INCHES HIGH AND EIGHT INCHES WIDE.
 C. LETTERING ON THE SIGN SHALL BE WHITE ONE INCH IN HEIGHT ON RED CONTRASTING BACKGROUND.
 D. SIGNS SHALL BE PERMANENTLY MOUNTED ON THE BUILDING ADJACENT TO OR DIRECTLY ON THE F.D.C. AND MUST BE VISIBLE FROM THE ADJACENT ROADWAY.
 E. IN ADDITION TO THE OTHER REQUIREMENTS IN THIS SPECIFICATION, ALL SIGNS FOR F.D.C. MUST STATE THE ADDRESS OF THE BUILDING BEING SERVED.

NOTE:

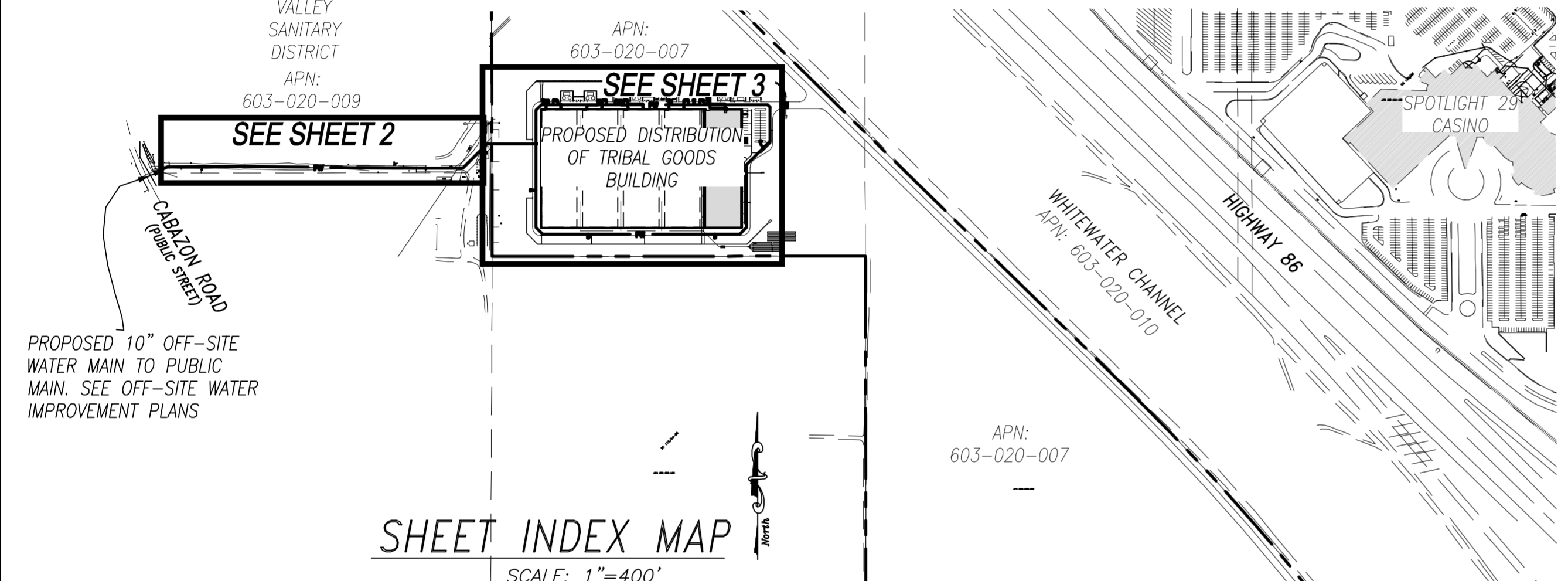
ABOVE GROUND VALVES SHALL BE ELECTRICALLY SUPERVISED.

NOTE:

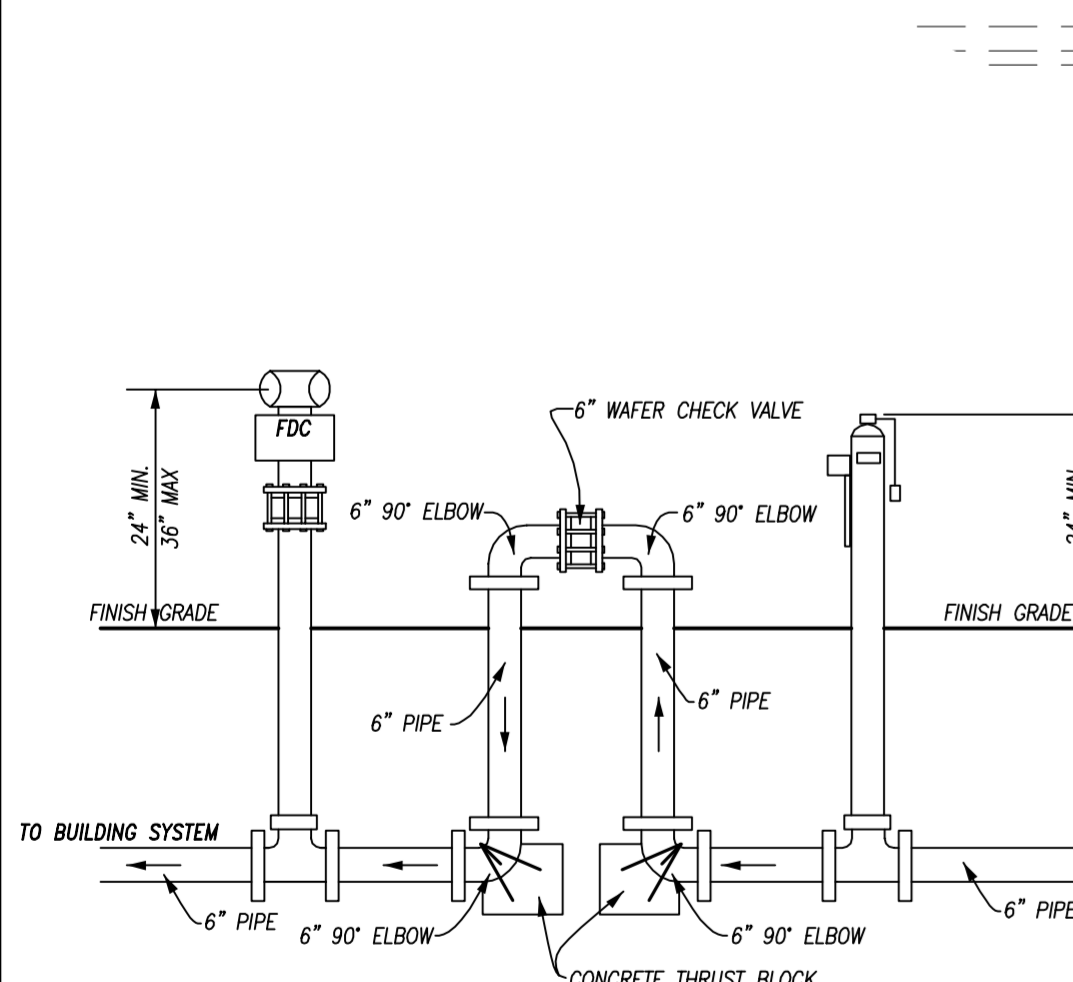
CONSTRUCT CONCRETE THRUST BLOCKS IN ALL PIPELINE LOCATIONS PER DETAIL BELOW.

VICINITY MAP
 N.T.S.

- UTILITIES:**
- WATER: INDDO WATER AUTHORITY (760) 391-4038
 - CABLE: SPECTRUM (800) 892-4357
 - SEWER: VALLEY SANITARY DISTRICT (760) 238-5400
 - GAS: SOUTHERN CALIFORNIA GAS COMPANY (800) 427-2200
 - ELECTRIC: IMPERIAL IRRIGATION DISTRICT (760) 335-3640
 - TELEPHONE: FRONTIER (800) 921-8101



SHEET INDEX MAP
 SCALE: 1"=400'



15 ABOVE GROUND WAFER CHECK VALVE DETAIL

NOTE:
 UTILITIES SHOWN REFLECT AVAILABLE PUBLIC RECORDS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY AND PROTECT ALL UTILITIES IN THE CONSTRUCTION AREA, WHETHER SHOWN OR NOT HEREON, AND TO NOTIFY UNDERGROUND SERVICE ALERT AT 811, 48 HOURS IN ADVANCE.

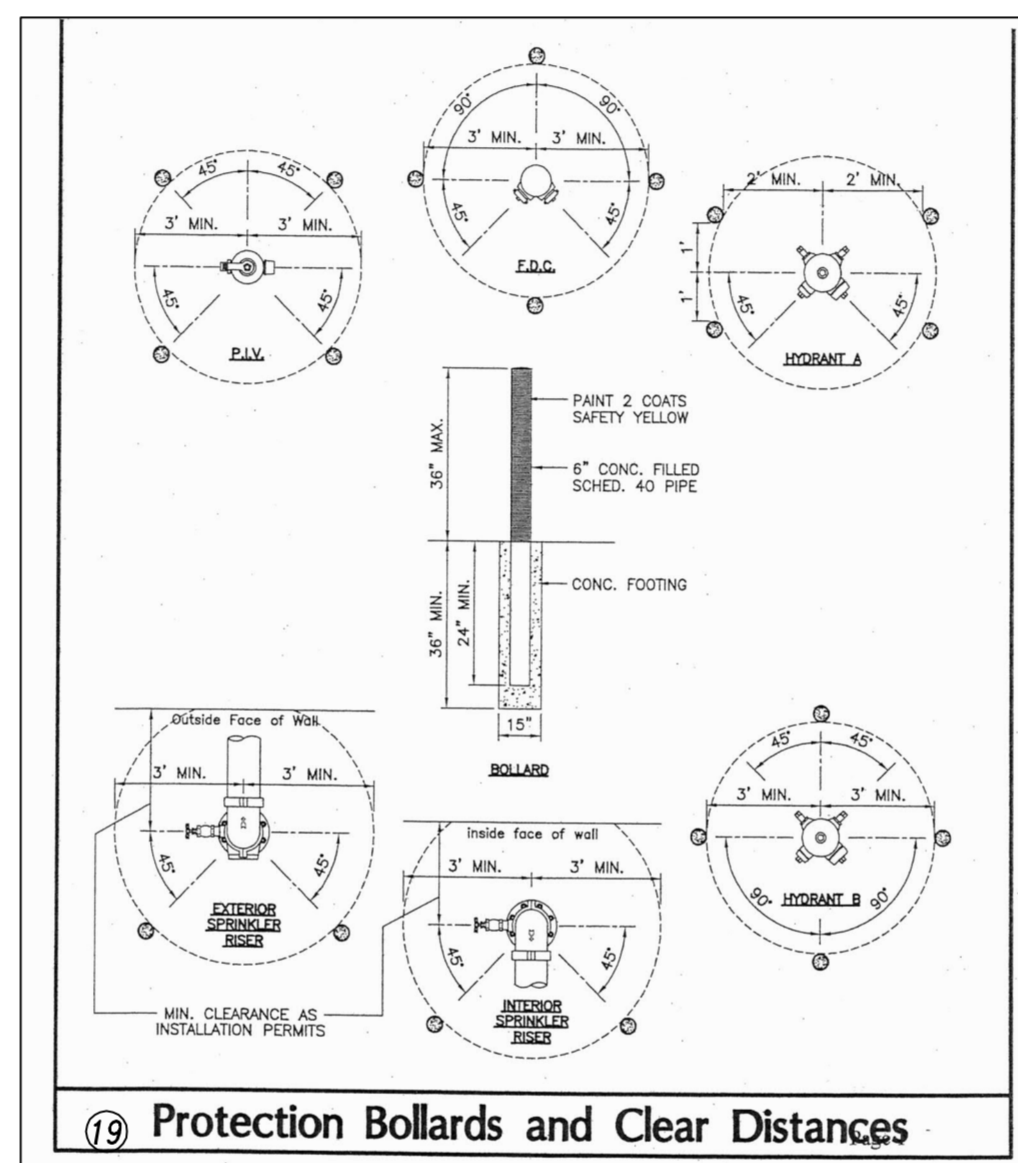


SHEET INDEX

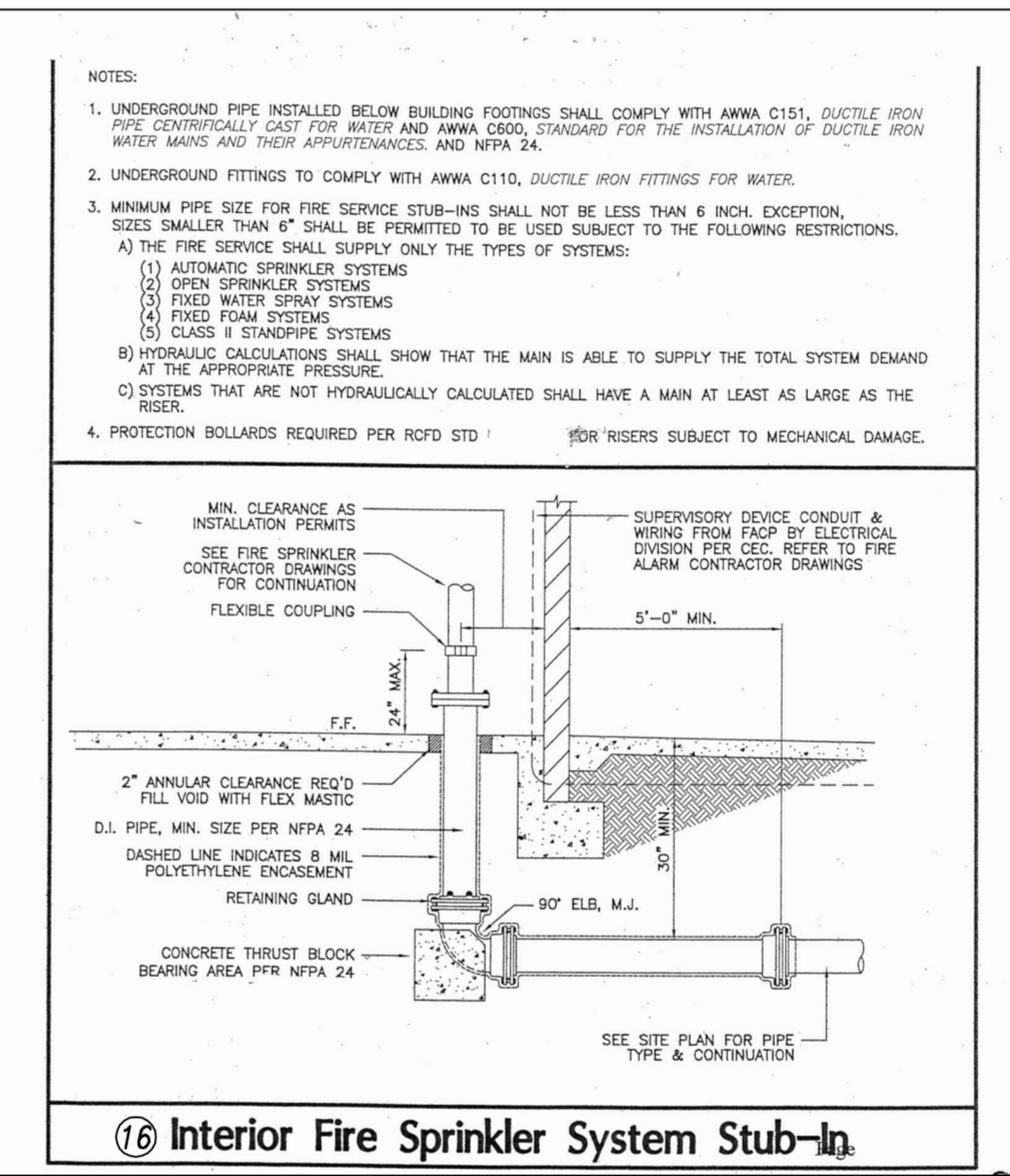
SHEET	DESCRIPTION
1	TITLE SHEET
2	ON-SITE WATER IMPROVEMENT PLAN
3	ON-SITE WATER IMPROVEMENT PLAN

FIRELINE CONSTRUCTION NOTES
 NOTE: THE QUANTITIES SHOWN ARE FOR PERMIT PURPOSES ONLY. THE CONTRACTOR IS RESPONSIBLE TO OBTAIN HIS OWN ESTIMATE OF QUANTITIES FOR BID PURPOSES.

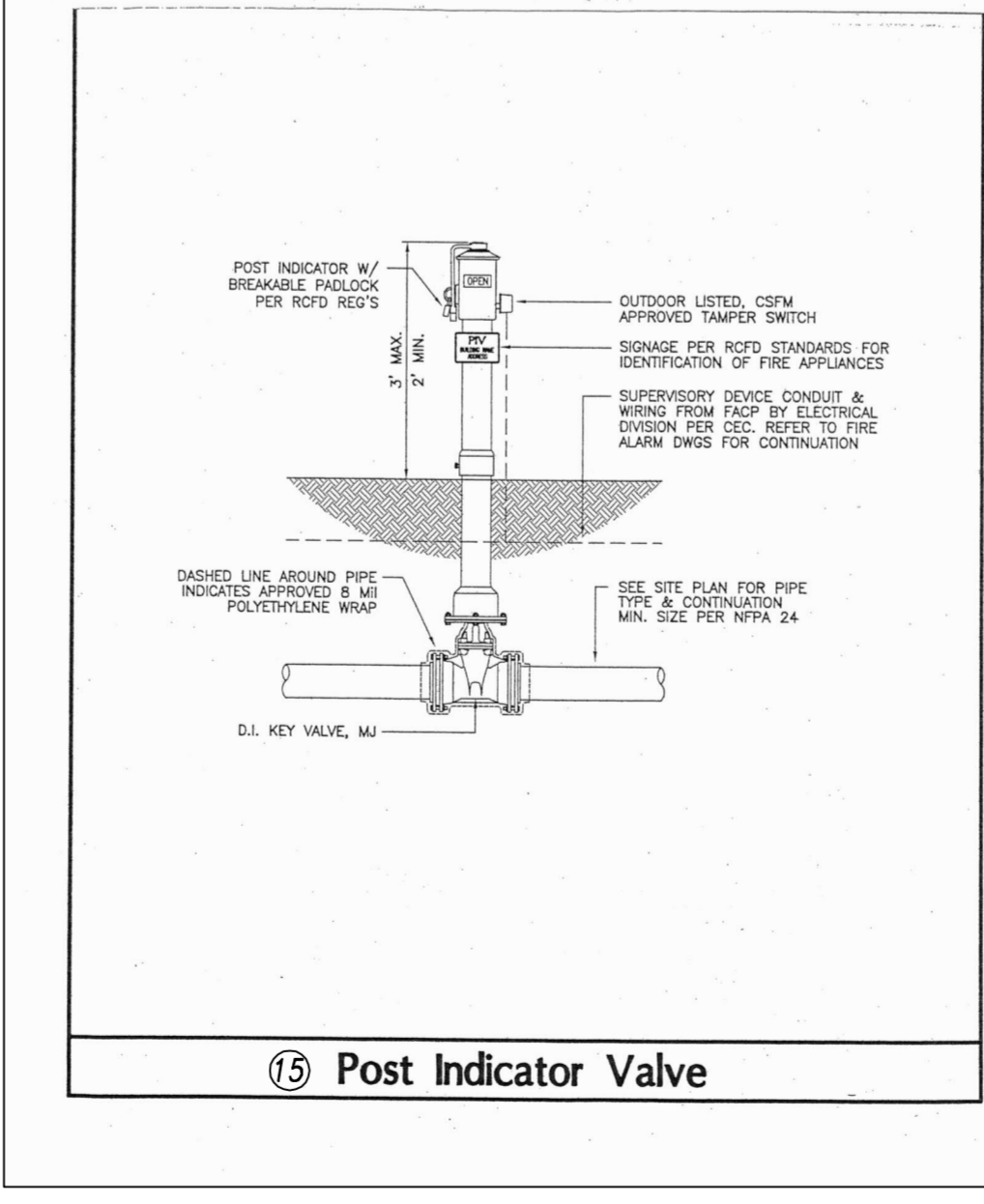
NO.	DESCRIPTION	QTY.	UNIT	STD DWG
1	INSTALL 10" x 22.5' BEND	1	EA	---
2	CONSTRUCT 10" C900, CL 200 WATER MAIN	1,395	LF	---
3	INSTALL 10" x 45' BEND	2	EA	---
4	-----	---	---	---
5	INSTALL 10"x8"x8" TEE	1	EA	---
6	CONSTRUCT 8" C900, CL 200 WATER MAIN	2,930	LF	---
7	INSTALL 8"x 45' BEND	10	EA	---
8	INSTALL 8"x8"x6" TEE	7	EA	---
9	CONSTRUCT 6" C900, CL 200 FIRE HYDRANT LINE	110	LF	---
10	INSTALL 6" GATE VALVE	7	EA	---
11	INSTALL 6" FIRE HYDRANT ASSEMBLY	7	EA	SEE THIS SHEET FOR DETAIL
12	INSTALL BLUE RETRO-REFLECTIVE PAVEMENT MARKER	7	EA	---
13	INSTALL 8"x8"x8" TEE	5	EA	---
14	INSTALL 8" x 90' BEND	16	EA	---
15	INSTALL P.I.V. AND FDC W/ABOVE GROUND 6" WAFER CHECK VALVE IN BETWEEN	5	EA	SEE THIS SHEET FOR DETAIL
16	INTERIOR FIRE SPRINKLER SYSTEM CONNECTION TO BUILDING SEE PLUMBING PLANS FOR CONTINUATION	1	EA	SEE THIS SHEET FOR DETAIL
17	INSTALL 8"x8"x4" TEE	5	EA	---
18	CONSTRUCT 2" DOMESTIC SERVICE LINE	435	LF	---
19	INSTALL PROTECTIVE BOLLARDS	12	EA	SEE THIS SHEET FOR DETAIL
20	INSTALL 8" GATE VALVE	4	EA	---
21	INSTALL 2" GATE VALVE	5	EA	---
22	INSTALL 2" x 90' BEND	16	EA	---
23	INSTALL 2" WATER METER	5	EA	---
24	INSTALL 2" BACKFLOW DEVICE	5	EA	---
25	INSTALL 2" END CAP	4	EA	---
26	INSTALL ROMAC INDUSTRIES INC. 8" ALPHA RESTRAINED END CAP OR EQUAL	4	EA	---



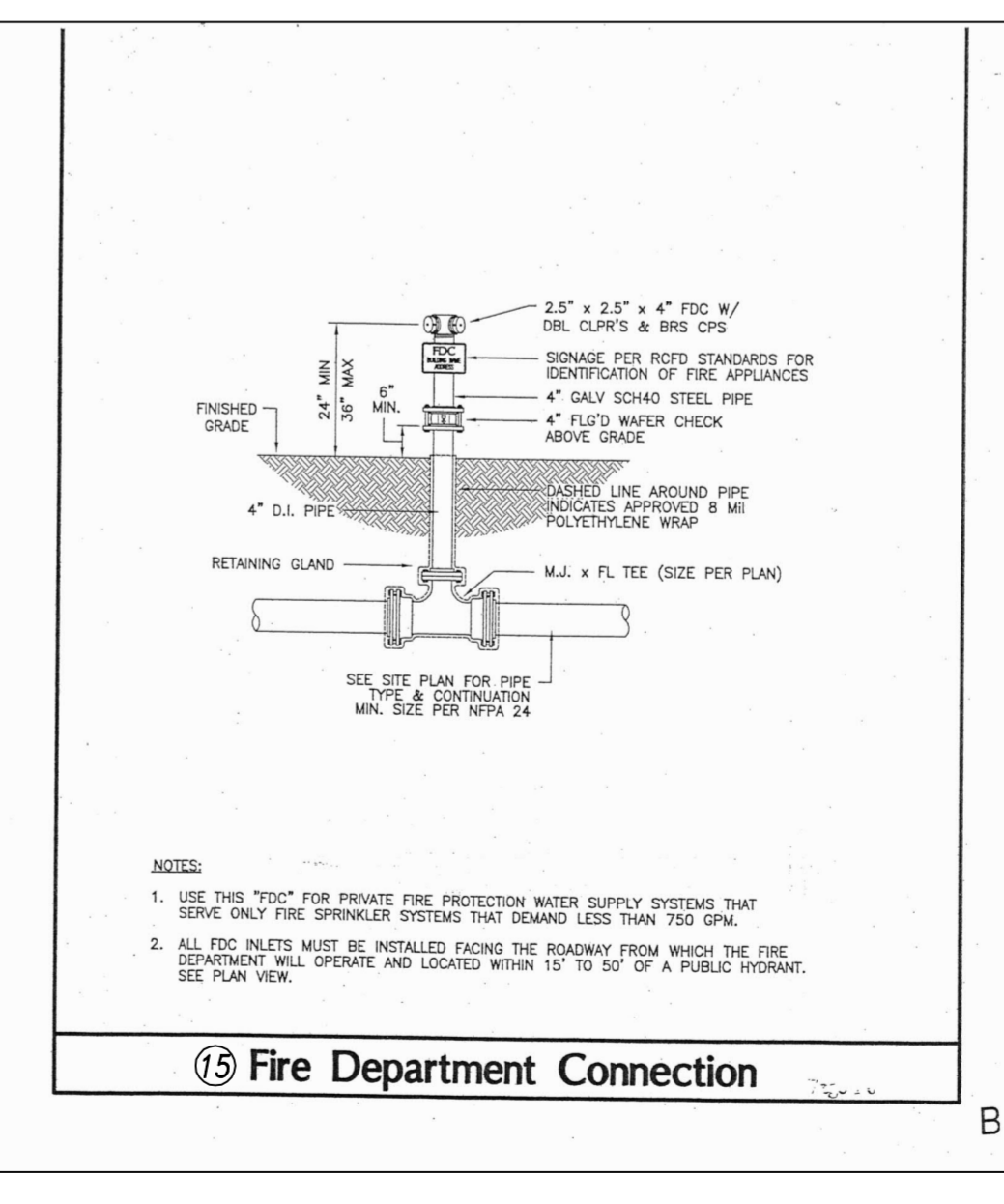
19 Protection Bollards and Clear Distances



16 Interior Fire Sprinkler System Stub-Up



15 Post Indicator Valve

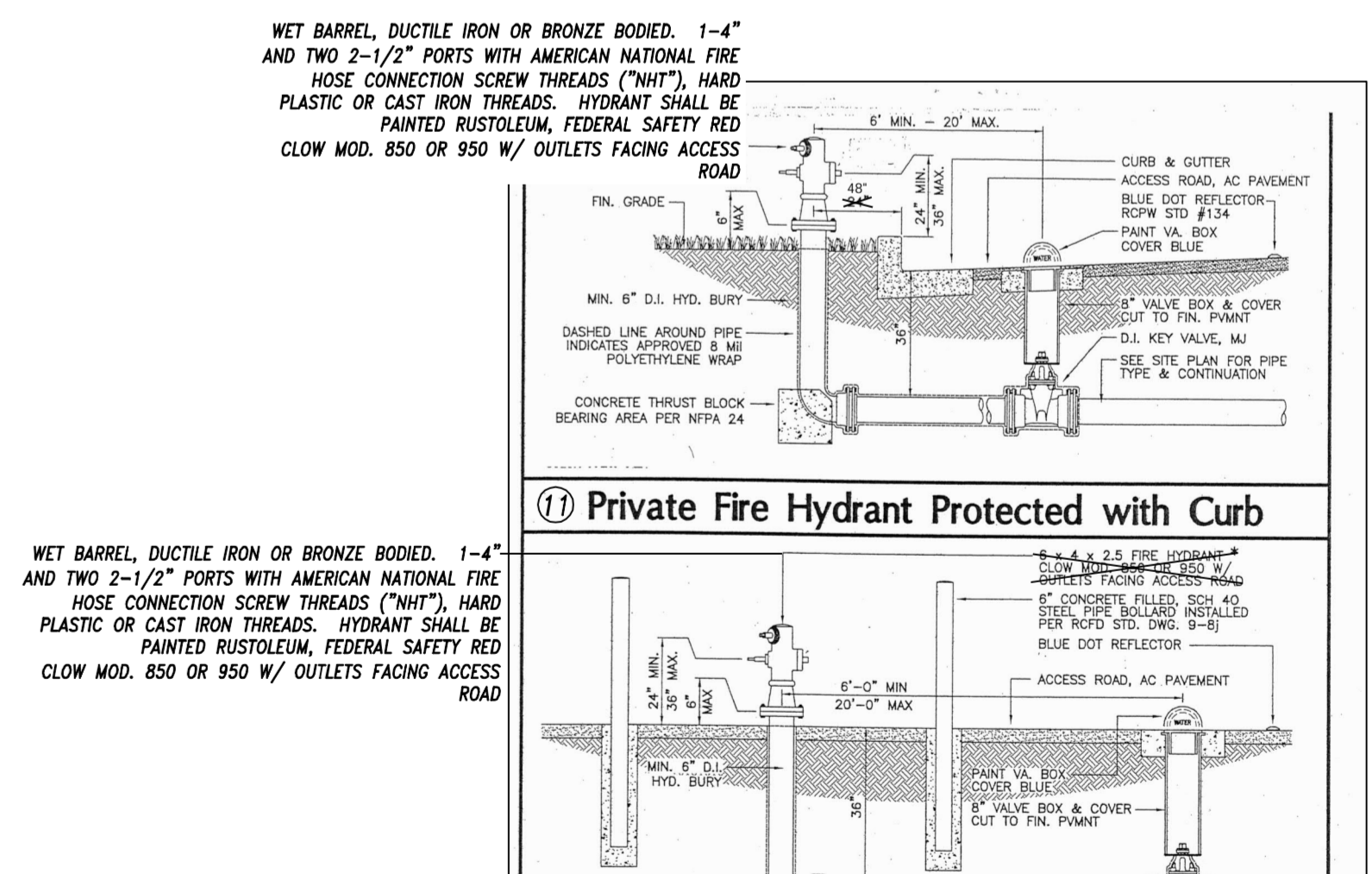


15 Fire Department Connection

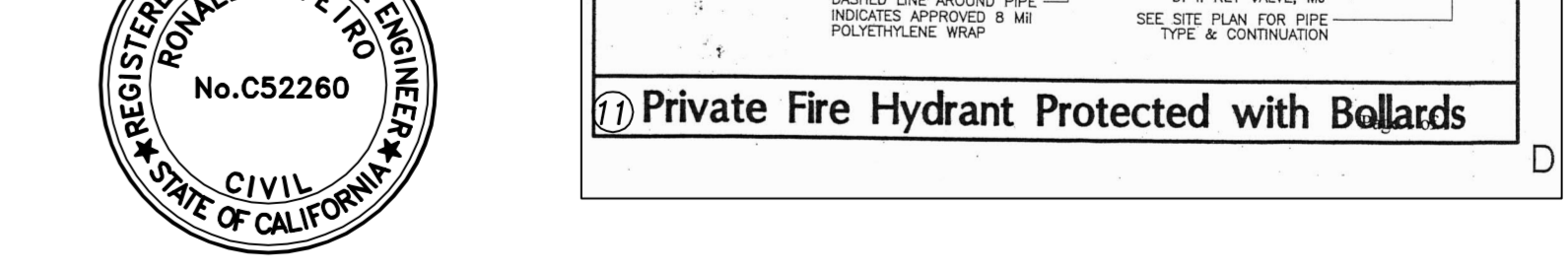
FIRE DEPARTMENT NOTES

- PRIOR TO INSTALLATION, ALL REQUIRED PERMITS SHALL BE OBTAINED FROM THE FIRE DEPARTMENT AND BUILDING DEPARTMENT HAVING JURISDICTION.
- INSTALLING CONTRACTOR SHALL CONTACT THE FIRE DEPARTMENT HAVING JURISDICTION TO PROVIDE STATE CONTRACTOR VERIFICATION DOCUMENTS AND PROVIDE ALL LISTING AND INFORMATION SHEETS ON ALL EQUIPMENT TO BE INSTALLED FOR INSTALLATION.
- THE INSTALLATION AND TESTING OF THE ON-SITE WATER SYSTEM SHALL CONFORM TO ALL REQUIREMENTS OF NFPA 24 (2016) AS AMENDED IN CHAPTER 80 OF THE CALIFORNIA FIRE CODE, 2016 EDITION.
- THE REGISTERED ENGINEER/DESIGNER WHO DESIGNED THE WATER SYSTEM HEREBY CERTIFIES THAT THIS WATER SYSTEM IS IN ACCORDANCE WITH THE REQUIREMENTS AS PRESCRIBED BY THE CALIFORNIA FIRE CODE AND NFPA 24.
- PRIVATE FIRE HYDRANTS SHALL BE APPROVED WET BARREL STYLE WITH A MINIMUM OF 2- 1/2" AND ONE 4" OUTLET. THE 4" OUTLET SHALL FACE THE FIRE DEPARTMENT ACCESS ROAD.
- ALL FIRE HYDRANT OUTLETS SHALL HAVE NATIONAL STANDARD HOSE THREADS COMPLETE WITH BRONZE OR PLASTIC CAP WITH CHAIN ATTACHED.
- INDIVIDUAL HYDRANT SUPPLY PIPING SHALL BE A MINIMUM OF SIX INCHES IN DIAMETER. THE LOWEST OPERATING NUT SHALL BE A MINIMUM OF 24" ABOVE GRADE AND THE HYDRANT FLANGE SHALL BE A MINIMUM OF 2" ABOVE GRADE.
- FIRE HYDRANTS A GATE VALVE SHALL BE PROVIDED FOR EACH HYDRANT IN AN ACCESSIBLE LOCATION. VALVES SHALL NOT BE LOCATED IN PARKING STALLS. VALVES SHALL BE NO FURTHER THAN 10 FEET FROM THE HYDRANT.
- THE DISCHARGE AREA FOR THE MAIN DRAIN AND INSPECTOR'S VALVE SHALL BE PROVIDED WITH A PROVISION TO PREVENT DAMAGE TO LANDSCAPING DURING PERIODIC TESTING.
- ALL PIPES SHALL BE APPROVED FOR USE IN FIRE SERVICE SYSTEMS. CLASS 200 PIPE SHALL BE USED WHERE THE PRESSURE MAY EXCEED 150 PSI. I.E. ON THE SYSTEM SIDE OF THE FDC.
- POLYETHYLENE ENCASEMENT FOR EXTERNAL CORROSION PROTECTION SHALL BE PROVIDED FOR ALL DUCTILE IRON PIPES. POLYETHYLENE ENCASEMENT SHALL BE THE TUBE TYPE IN ACCORDANCE WITH ANWA STANDARD C105.
- PIV(S) SHALL HAVE AN APPROVED METAL SIGN ATTACHED TO IDENTIFY WHAT THEY CONTROL I.E.: MAIN PIV, SECTIONAL, SPRINKLER RISER NUMBER, FIRE PUMP, ETC.
- ALL FIRE FLOW REQUIREMENTS, HYDRANT TYPE, NUMBER OF HYDRANTS, AND SPACING OF HYDRANTS SHALL BE PROVIDED AS PER CONDITIONS OF APPROVAL AND/OR CALIFORNIA FIRE CODE.
- NO COMBUSTIBLES SHALL BE BROUGHT ON SITE PRIOR TO THE ON-SITE WATER SYSTEM BEING INSTALLED AND APPROVED BY THE FIRE DEPARTMENT HAVING JURISDICTION.
- THE FOLLOWING INSPECTIONS ARE REQUIRED:
 - PRIOR TO POURING THRUST BLOCKS.
 - UNDERGROUND HYDROSTATIC TEST, 200 PSI FOR TWO HOURS (CENTER LOADED).
 - UNDERGROUND FLUSH.
 - UNDERGROUND FINAL/FIRE FLOW TEST (TO BE CONDUCTED BY INSTALLING CONTRACTOR, WITNESSED BY FIRE DEPARTMENT) CONTACT THE INDDO FIRE SERVICES A MINIMUM OF 48 HOURS IN ADVANCE TO SCHEDULE INSPECTIONS. INSPECTIONS CANCELLED AFTER 1:00 PM ON DAY BEFORE SCHEDULED DATE WILL BE SUBJECT TO RE-INSPECTION FEE. THE BUILDING CONSTRUCTION JOB CARD AND APPROVED PLANS MUST BE AT THE JOB SITE AND MADE AVAILABLE TO THE FIRE DEPARTMENT FOR INSPECTION DOCUMENTATION OF ALL INSPECTIONS. FAILURE TO PROVIDE THEM WILL RESULT IN CANCELLATION OF INSPECTION AND ADDITIONAL INSPECTION FEES.

- ANY PIPING NOT SHOWN ON THIS APPROVED PLAN IS NOT A PART OF THIS APPROVAL. ANY ADDITIONAL PIPING THAT IS TO BE INSTALLED WILL REQUIRE A SEPARATE PLAN SUBMITTAL REQUIRING THE APPROVAL FROM THE FIRE DEPARTMENT HAVING JURISDICTION.
- ALL PIPE WITHIN 5 FEET OF BUILDING SHALL BE APPROVED DUCTILE IRON OR LISTED STEEL, ONE PIECE.
- A MINIMUM 30" COVER SHALL BE PROVIDED; WHEN LOADS ARE EXPECTED, MINIMUM 36" COVER SHALL BE PROVIDED.
- THRUST BLOCKS OR OTHER APPROVED METHOD OF THRUST RESTRAINT SHALL BE PROVIDED WHEREVER PIPE CHANGES DIRECTION. MIXING OF SYSTEMS TO RESIST PERCENTAGE OF RESULTANT THRUST FORCES IS PROHIBITED.
- THE TRENCH SHALL BE EXCAVATED FOR THRUST BLOCKS AND INSPECTED PRIOR TO POUR. ALL CORROSION PROTECTION SHALL BE IN PLACE, ALL UNDERGROUND PIPE BOLTS, RODS ETC. SHALL BE COATED AND WRAPPED.
- POST INDICATOR VALVES AND FIRE DEPARTMENT CONNECTIONS AND PRIVATE FIRE HYDRANTS SHALL BE PAINTED RED. (RUST-OLEUM SAFETY RED #2163).
- ALL PRIVATE FIRE SERVICE MAINS, FIRE HYDRANTS, FIRE DEPARTMENT CONNECTIONS, VALVES SHALL BE MAINTAINED BY THE PROPERTY OWNER.
- THE FIRE PREVENTION BUREAU SHALL REQUIRE COMPLETED CONTRACTORS MATERIAL & TEST CERTIFICATE FOR ABOVE GROUND AND UNDERGROUND PIPING, AS SHOWN IN NFPA 24, AT THE TIME OF SPRINKLER FINAL INSPECTION. ABOVE GROUND SPRINKLER SYSTEM PIPING AND UNDERGROUND PIPING WILL NOT PASS FINAL INSPECTION UNTIL THE FIRE PREVENTION BUREAU RECEIVES ALL CERTIFICATES.
- PRIOR TO FINAL INSPECTION, PROPERTY OWNER(S) SHALL SUBMIT A COPY OF A MAINTENANCE/INSPECTION PLAN DEVELOPED BY A FIRE PROTECTION CONSULTANT. THE PLAN SHALL BE SUBMITTED TO THE FIRE DEPARTMENT HAVING JURISDICTION FOR APPROVAL.
- PRIOR TO FINAL INSPECTION, A MAINTENANCE AGREEMENT WITH QUALIFIED LICENSED CONTRACTOR COMPANY TO MAINTAIN AND INSPECT THE FIRE PROTECTION SYSTEM SHALL BE PROVIDED TO THE FIRE DEPARTMENT HAVING JURISDICTION.
- ON-SITE FIRE HYDRANTS, POST INDICATOR VALVES AND FIRE DEPARTMENT CONNECTIONS SHALL NOT BE LOCATED LESS THAN 4 FEET BEHIND THE FACE OF CURB OR WHEN NO CURB IS PROVIDED, MAY REQUIRE PROTECTION GUARD POSTS SET IN CONCRETE TO THE FOLLOWING SPECIFICATIONS:
 - CONSTRUCTION OF STEEL NOT LESS THAN 4 INCHES (101.6 MM) IN DIAMETER AND CONCRETE FILLED.
 - SPACED NOT MORE THAN FOUR FEET (1219 MM) BETWEEN POSTS ON CENTER.
 - SET NOT LESS THAN 3 FEET (914 MM) DEEP IN CONCRETE FOOTING OF NOT LESS THAN A 5-INCH (318 MM) DIAMETER.
 - SET WITH THE TOP OF THE POSTS NOT LESS THAN 3 FEET (914 MM) ABOVE GROUND.
 - LOCATED NOT LESS THAN 3 FEET (914 MM) FROM THE FIRE HYDRANTS, POST INDICATOR VALVES AND FIRE DEPARTMENT CONNECTIONS.
 - ALL GUARD POSTS SHALL BE PAINTED SAFETY YELLOW. (RUSTOLEUM SAFETY YELLOW #2143 OR EQUIVALENT).



11 Private Fire Hydrant Protected with Curb



11 Private Fire Hydrant Protected with Bollards



REVISIONS:	DATE	INITIAL
1. ADDED DOMESTIC WATER LINE METERS & BACKFLOWS, AND ALSO FIRELINE PIVS, FDCS, AND WATER VALVES.	2-15-22	JGG

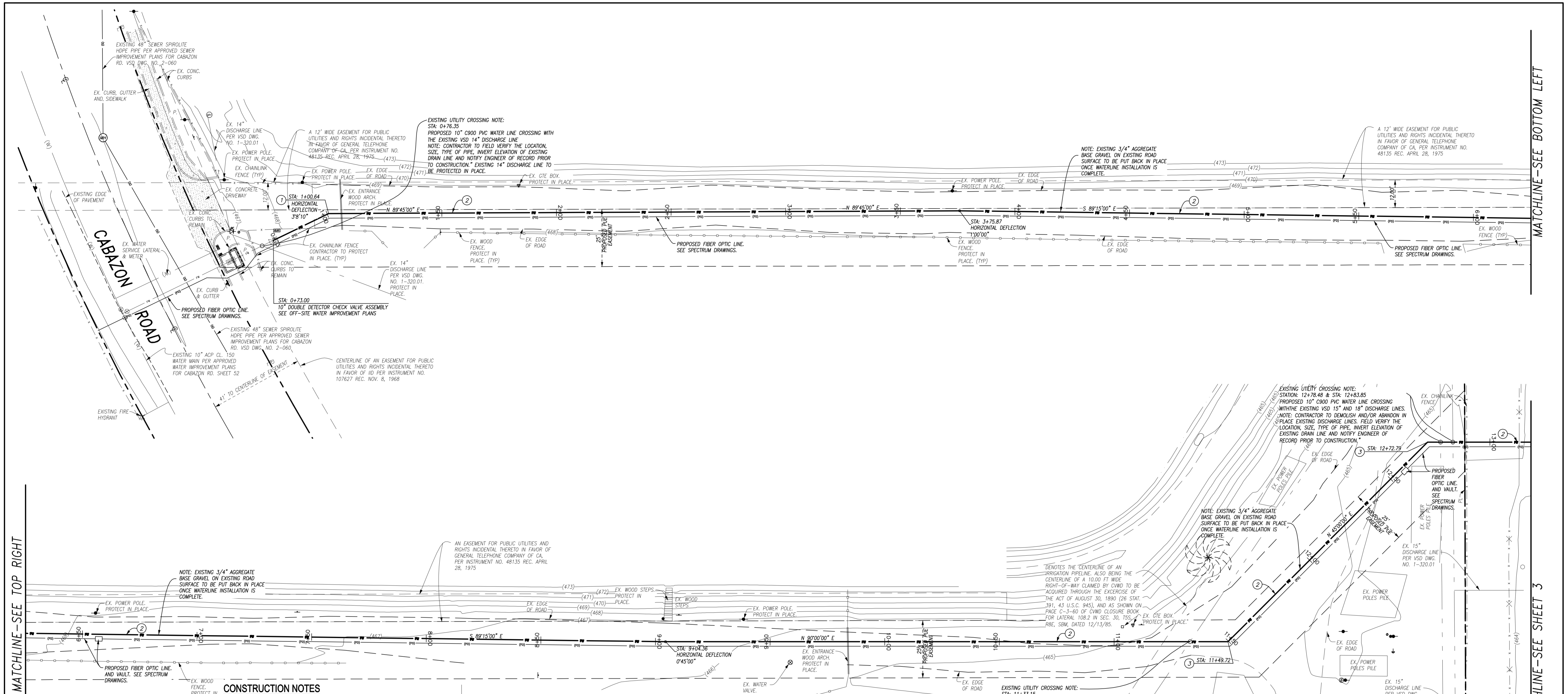
APPROVED BY:	DATE
RONALD K. FEIRO	DATE



Civil Engineering Land Surveying
 75-060 Gerald Ford Drive, Suite 3 Palm Desert, California 92211
 (760) 346-8015
 www.feiro.net
 PREPARED UNDER THE DIRECT SUPERVISION OF:
 Ronald K. Feiro RCE S2280 DATE

In the City of Coachella
On-site Private Water Improvement Plan
 Distribution of Tribal Goods Building
 APN: 603-020-007 & 603-090-013
 FOR: 29 Palms Band of Mission Indians

SHEET NUMBER: 1
OF 3 SHEETS
.DWG FILE: 156Lgpp01
LAYOUT: WTD-ONSITE
JOB NUMBER: 156L-006



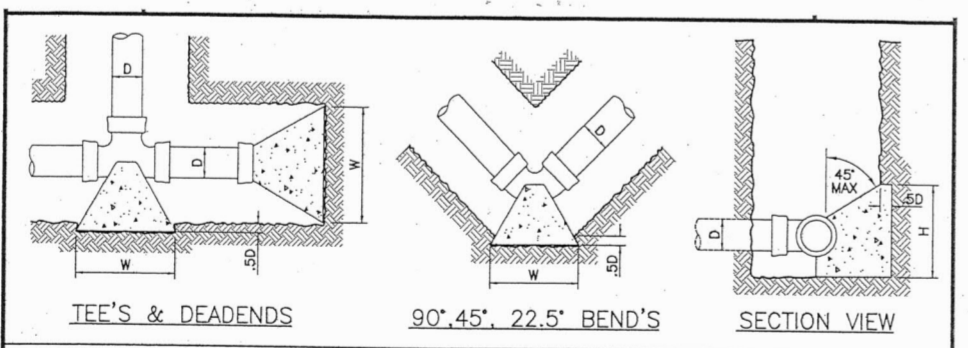
MATCHLINE - SEE TOP RIGHT

MATCHLINE - SEE BOTTOM LEFT

MATCHLINE - SEE SHEET 3

CONSTRUCTION NOTES

DESCRIPTION
1. INSTALL 10" x 22.5" BEND
2. CONSTRUCT 10" C900, CL 200 WATER MAIN
3. INSTALL 10" x 45" BEND
4. -----
5. INSTALL 10"x8"x8" TEE
6. CONSTRUCT 8" C900, CL 200 WATER MAIN
7. INSTALL 8" x 45" BEND
8. INSTALL 8"x8"x8" TEE
9. CONSTRUCT 6" C900, CL 200 FIRE HYDRANT LINE
10. INSTALL 6" GATE VALVE
11. INSTALL 6" FIRE HYDRANT ASSEMBLY
12. INSTALL BLUE RETRO-REFLECTIVE PAVEMENT MARKER
13. INSTALL 8"x8"x8" TEE
14. INSTALL 8" x 90" BEND
15. INSTALL P.V. AND FDC W/ ABOVE GROUND 6" WATER CHECK VALVE IN BETWEEN
16. INTERIOR FIRE SPRINKLER SYSTEM CONNECTION TO BUILDING SEE PLUMBING PLANS FOR CONTINUATION
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24. INSTALL 2" BACKFLOW DEVICE
25. INSTALL 2" END CAP
26. INSTALL ROMAC INDUSTRIES INC. 8" ALPHA RESTRAINED END CAP OR EQUAL

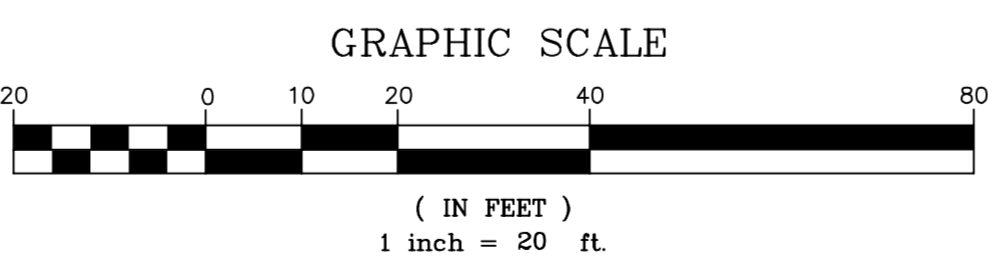


MINIMUM THRUST BLOCK BEARING AREA PER NFPA 24 2002 EDITION

SECTION A-10.8.2, WHERE: A_b = BEARING AREA (sq ft)
 S_f = SAFETY FACTOR (1.5) T_a = ADJUSTED THRUST FORCE (lb) USING FORMULA: $A_b = \frac{T_a S_f}{F_s}$
 F_s = SOIL BEARING STRENGTH (lb/ft²) T = HYDROSTATIC TEST PRESSURE

PIPE SIZE	TEE'S & DEAD ENDS	90° HORIZONTAL BEND	45° HORIZONTAL BEND	22.5° HORIZONTAL BEND
4"	1,800(200)/100 = 1,800 lb	2,550(200)/100 = 2,550 lb	1,380(200)/100 = 1,380 lb	700(200)/100 = 700 lb
6"	3,750(200)/100 = 3,750 lb	5,250(200)/100 = 5,250 lb	2,820(200)/100 = 2,820 lb	1,400(200)/100 = 1,400 lb
8"	6,450(200)/100 = 6,450 lb	9,000(200)/100 = 9,000 lb	4,920(200)/100 = 4,920 lb	2,500(200)/100 = 2,500 lb
10"	9,450(200)/100 = 9,450 lb	13,200(200)/100 = 13,200 lb	7,080(200)/100 = 7,080 lb	3,700(200)/100 = 3,700 lb
12"	13,950(200)/100 = 13,950 lb	19,350(200)/100 = 19,350 lb	10,440(200)/100 = 10,440 lb	5,300(200)/100 = 5,300 lb

Concrete Thrust Block Assembly



NOTE:
CONTRACTOR TO PROVIDE AS-BUILT DRAWINGS TO VALLEY SANITARY DISTRICT

REVISIONS:

NO.	DATE	INITIAL	APPROVED BY:
1	2-15-22	JGG	



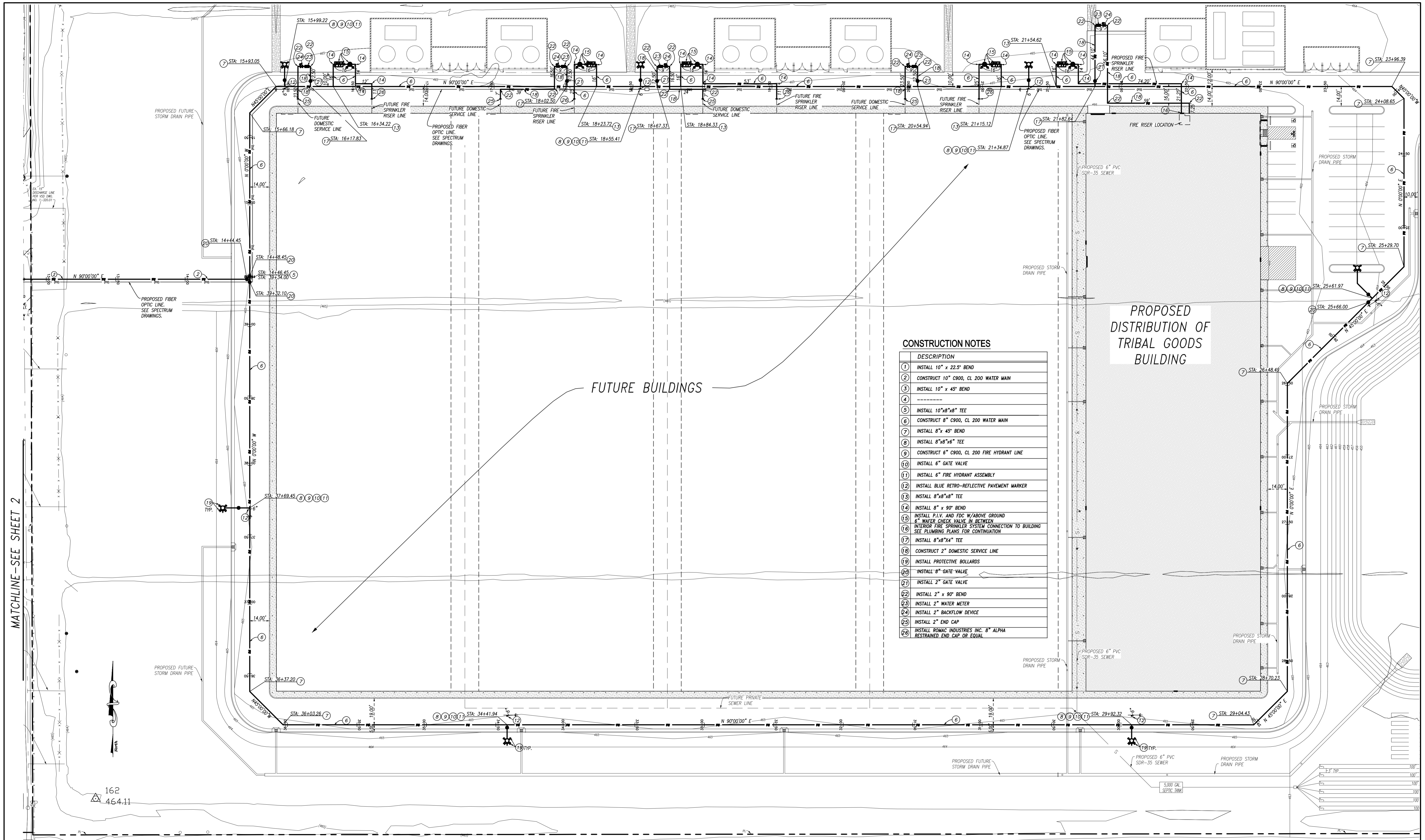
FEIRO ENGINEERING, Inc
 Ronald K. Feiro
 75-060 Gerald Ford Drive, Suite 3
 Palm Desert, California 92211
 (760) 346-8015
 www.feiro.net
 PREPARED UNDER THE DIRECT SUPERVISION OF:
 RCE S2280 DATE

In the City of Coachella
On-site Private Water Improvement Plan
 Distribution of Tribal Goods Building
 APN: 603-020-007 & 603-090-013
 FOR: 29 Palms Band of Mission Indians

SHEET NUMBER:
2
 OF 3 SHEETS
 .DWG FILE:
 156L6ap01
 LAYOUT:
 W102-ONSITE
 JOB NUMBER:
 156L-006

051 JO 25 a6Reg 3156L-006 50K Building.dwg 156L6ap01.dwg, V102-ONSITE, 3/15/2022 3:37:27 PM





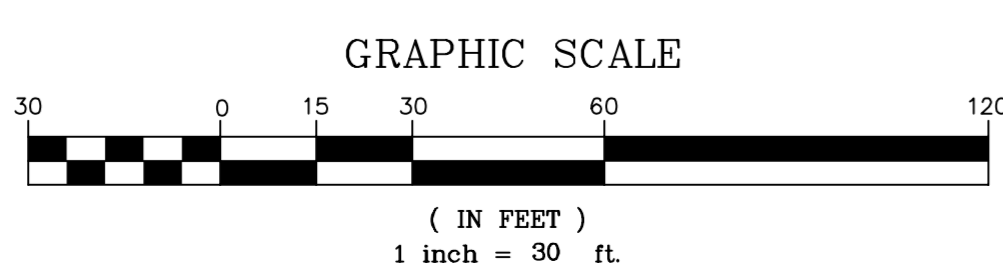
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8 INSTALL 8"x8"x6" TEE
9 CONSTRUCT 6" C900, CL 200 FIRE HYDRANT LINE
10 INSTALL 6" GATE VALVE
11 INSTALL 6" FIRE HYDRANT ASSEMBLY
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PROPOSED DISTRIBUTION OF TRIBAL GOODS BUILDING

FUTURE BUILDINGS

MATCHLINE - SEE SHEET 2



REVISIONS:	DATE	INITIAL
1. ADDED DOMESTIC WATER LINE METERS & BACKFLOWS, AND ALSO FIRELINE P.I.Vs, FDCs, AND WATER VALVES.	2-15-22	JGG

APPROVED BY: _____
DATE _____

FEIRO
ENGINEERING, Inc. Ronald K. Feiro RCE 52260 DATE _____

Civil Engineering 75-060 Gerald Ford Drive, Suite 3
Land Surveying Palm Desert, California 92211
(760) 346-8015
www.feiro.net
PREPARED UNDER THE DIRECT SUPERVISION OF:

In the City of Coachella
On-site Private Water Improvement Plan
Distribution of Tribal Goods Building
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FOR: 29 Palms Band of Mission Indians

SHEET NUMBER: **3**
OF 3 SHEETS
.DWG FILE: 156LGap01
LAYOUT: WTP3-ONSITE
JOB NUMBER: 156L-006

R:\AutoCAD\DWG\Projects\156L-006-50K Building.dwg\156LGap01.dwg, WTP3-ONSITE, 3/14/2022 5:02:48 PM, 051 JO 53-662



**Valley Sanitary District
Community Engagement Committee Meeting
March 22, 2022**

TO: Board of Directors

THROUGH: Beverli A. Marshall, General Manager

SUBJECT: **Discuss Proposals Submitted in Response to the District’s Request for Proposals for State Legislative Advocacy Services and Authorize the General Manager to Execute a Contract with the Selected Consulting Firm**

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

Executive Summary

The purpose of this report is for the Board to discuss the proposals submitted by consultants in response to the District’s Request for Proposals.

Strategic Plan Compliance

This item complies with VSD Strategic Plan Objective 6.5: Improve State Legislative Advocacy.

Fiscal Impact

The proposals range from \$60,000 to \$96,000. The Comprehensive Budget for Fiscal Year 2021/22 included \$30,000 as an estimate for these services. Based on the Board’s decision to authorize a contract, staff will adjust the draft budget for FY 2022/23.

Background

In 2019, the Board of Directors adopted the VSD Strategic Plan, which identified “Objective 6.5: Improve State Level Legislative Advocacy” and “6.5.2: Retain state advocate if appropriate” as an implementation action item. Due to the COVID-19 pandemic and related economic concerns, the Board did not include funds for this service in the FY 2020/21 Budget. As part of the development of the FY 2021/22 budget, the Board directed staff to include funds for this service.

On February 8, 2022, staff published the Request for Proposals (Attachment A) on its website. In addition, the RFP was emailed to 10 consulting firms identified through industry organizations like CSDA, CASA, CWEA, ICMA, etc. Three proposals were received, and one firm responded that they did not provide the identified services. Staff reviewed the proposals but did not recommend a specific firm.

At its March 15, 2022, meeting, the Community Engagement Committee discussed the proposals. The committee directed staff to provide all three proposals, without making a recommendation, to the full Board for discussion and possible action.

Recommendation

Staff recommends that the Board discuss the proposals, select a consulting firm, and authorize the General Manager to execute a contract with the selected firm.

Attachments

- Attachment A: RFP - State Legislative Advocacy Services
- Attachment B: Proposal – California Advocates
- Attachment C: Proposal – Renne Public Policy Group
- Attachment D: Proposal – Townsend Public Affairs



**REQUEST FOR PROPOSALS (RFP)
for
"STATE LEGISLATIVE ADVOCACY SERVICES"**

VSD will NOT open and publicly read Proposals

Dear Proposer:

February 8, 2022

The Valley Sanitary District (VSD or District) is soliciting written proposals from qualified firms or individuals to provide state legislative advocacy services.

As a Request for Proposal (RFP) this is not an invitation to bid and, although price is important, the District will take other factors into consideration. This document summarizes the scope of services and content of proposal. **VSD must receive the proposals no later than 4:00 pm, Friday, March 4, 2022.** All responses must be in an envelope with "**State Legislative Advocacy Services**" clearly marked on the outside of the envelope. Please mail or hand deliver **one original and one electronic copy** to:

Valley Sanitary District
Attn: Beverli A. Marshall
45-500 Van Buren
Indio, CA 92201

The District reserves the right to reject any or all Proposals. No firm shall withdraw its Proposal for a period of 90 days after the date set for the submission of the Proposal. VSD will not consider more than one Proposal from an individual, firm, partnership, corporation, or combination under the same or different names.

Reasonable grounds for believing that any individual, firm, partnership, corporation, or combination thereof is interested in more than one Proposal for the work contemplated may cause the rejection of the Proposal in which such individual, firm, partnership, corporation, or combination is interested.

Submit all questions in writing via email to: bmarshall@valley-sanitary.org.

Respectfully,

A handwritten signature in blue ink that reads "Beverli A. Marshall". The signature is written in a cursive, flowing style.

General Manager

TABLE OF CONTENTS

SECTION	PAGE
1. Introduction	3
2. Scope of Services	4
3. RFP Submittal Requirements	5
4. Selection Process and Evaluation Categories	7
5. General Terms and Conditions	8

REQUEST FOR PROPOSALS **State Legislative Advocacy Services**

SECTION 1 – INTRODUCTION

The Valley Sanitary District (VSD or District) is soliciting proposals from consultants to provide professional state legislative advocacy services to recommend and support VSD’s positions on legislation and wastewater and recycled water policy matters. Key activities include:

- Advocate funding for VSD projects from State funding sources, including State Revolving Fund grants and loans, legislative appropriations, and federal pass-through funds.
- Monitor and take appropriate action as directed by VSD regarding legislative and regulatory issues that may impact VSD.
- Provide briefings and maintain ongoing communications with VSD staff and Board members.

VSD will use a “Qualifications Based” process in determining which consultant, if any, to use for these services. The process will include an evaluation and ranking of Consultants based on set evaluation criteria. The District may ask the top-ranking consultants to participate in an oral interview.

VSD reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether it selects that proposal.

During the evaluation process, VSD reserves the right, where it may serve VSD’s best interest, to request additional information from proposers, or to allow corrections of errors or omissions.

Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between VSD and the firm selected. VSD reserves the right, without prejudice, to reject any or all proposals

1.1 District Overview

Valley Sanitary District (VSD) is a special district that provides approximately 80,000 residents in Indio, La Quinta, Coachella, and unincorporated county areas with collection, treatment, and discharge of wastewater. Parts of VSD’s service area qualify as disadvantaged communities while others consist of million-dollar homes owned by households that are only in the community part-time (October through April). This can create competing needs for affordable rates and high-quality services and infrastructure. VSD is dependent upon the support of policymakers at all levels of government to provide resources and legislative support for operational policy changes and critical infrastructure projects.

1.2 General Description of RFP

This RFP describes the general Scope of Services, necessary RFP components, consultant selection process, and required format of the RFP.

□ RFP published	February 8, 2022
□ Questions due from potential firms	February 18, 2022
□ Response to questions	February 22, 2022
□ Proposals due	March 4, 2022
□ Review of Proposals by CE Committee	March 15, 2022
□ Board Approval of Contract	March 22, 2022
□ Contractor notified of award of contract	March 23, 2022
□ Contract Start Date	April 1, 2022

1.3 General Selection Process

VSD intends to select a consultant based on demonstrated competence and qualifications for the types of services it has identified at a fair and reasonable price to the public. VSD will review all proposals and evaluate them according to the following criteria:

- Qualifications of Team
- Project Understanding and Innovation
- Work Plan / Scope of Work
- Project Schedule
- Similar Experience / References

SECTION 2 — SCOPE OF SERVICES

The Consultant will provide advocacy services at the state level on a wide variety of issues that affect VSD and water quality in the Coachella Valley.

- Support state and local legislative and regulatory actions that protect wastewater functions.
- Support legislation and policies that provide funding for development and implementation of recycled water.
- Support existing and new funding for local wastewater projects, especially small to medium-sized agencies and those in disadvantaged communities.
- Assist in developing strategies and policy principles to raise awareness and support of issues related to VSD.
- Assist with coordination and interfacing with state and local legislative offices, participate in crafting itineraries, talking points, and facilitate meetings between VSD and local legislative staff.

SECTION 3 — RFP SUBMITTAL REQUIREMENTS

The intent of these requirements is to assist proposers in the preparation of their proposal and to simplify the review process for VSD. VSD must receive and date

stamp one signed original, one copy, and one electronic copy of the proposal no later than **March 4, at 4:00 PM**. If Consultant sends a proposal by mail or other delivery system, they are responsible for the mail or delivery system delivering the proposal to VSD on or before the deadline.

Clearly mark Proposals as "Request for Proposals for State Legislative Advocacy Services," and submitted to:

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

Note: VSD will reject late submittals or submittals delivered to the wrong location.

VSD requires the proposer to submit a concise proposal clearly addressing all the requirements outlined in this RFP. The proposer's representative authorized to execute a contract must sign the Proposal, which must include, at a minimum, the following sections; however, VSD encourages the proposer to expand on the scope as needed.

A. Cover Letter

- List the name, address, and telephone number of the firm.
- Signed by an authorized representative of the consultant.
- State the proposal is firm for a 90-day period from the proposal submission deadline.
- Provide the name, title, address, and telephone number of the individual to whom VSD should direct correspondence and other contacts during the Consultant selection process.
- Provide the location of the Consultant's headquarters. In addition, provide the location of any local support offices, which will provide service to VSD.
- Acknowledge that the Consultant will provide the insurance and indemnification required per the attached Professional service agreement.

B. Project Team Information

Consultant must provide the names and positions of all staff proposed including staff for proposed sub-consultants. The proposal should also designate who will be the project manager in charge of the project, and who will be VSD's contact throughout the project. It is allowable for a single individual to fulfill multiple roles by the Consultant's staff.

C. Project Understanding and Innovation

Include visions or concepts for performing the services.

D. Work Plan / Scope of Work

Include a work plan/scope of work meeting the minimum requirements of the projects listed in the Scope of Services. VSD encourages the Consultant to modify or expand the minimum Scope of Services if they believe it is necessary to achieve the goals.

E. Sub-consultant & Work by Others

This section shall include a matrix showing the estimate of time (in hours) to perform the work, detailed by tasks, listed in the Scope of Work.

Identify all sub-consultant proposed to serve on the project, with background information for each and experience of key personnel, including project descriptions and resumes.

This section should describe all work not included in the proposal. VSD considers any work necessary to complete the project and not listed in the “Work Done by Others” to be part of the work provided by the Consultant and included in the proposal. Please include a list of tasks which the Consultant expects VSD staff to perform, information the Consultant expects VSD to provide, and an estimated amount of VSD staff time required for each task of the scope of work.

F. Relevant Experience and References

The Consultant must state the qualifications and experience of the proposed team, emphasizing the specific qualifications and experience acquired while providing similar services, particularly for the Project Manager and other key project staff members assigned to the project. Except under circumstances beyond the Consultant’s control, VSD will not accept substitutions of key members of the team put forth as part of the winning proposal.

For all staff members, describe their role giving not only their title but also the specific services they will perform and clearly illustrate the applicability of the individual’s background, education, and experience to his or her assigned role.

Provide a brief description of at least three similar projects for which the Consultant has provided services during the past five years. For all referenced projects list the:

- Client (contact person, address, and phone number)
- Project description and location
- Description of services by Consultant
- Total value of services provided by Consultant
- Consultant’s project manager
- Key personnel involved
- Sub consultant employed

G. Fee Proposal

Include a fee proposal listing the total cost and the cost associated with each task. Fee proposal must include an hourly rates schedule and should be on a time and materials, not to exceed basis. The rates quoted will remain in effect for the duration of the Agreement, unless approved by VSD. Include rates for all employment categories necessary to perform the work outlined in this RFP in accordance with applicable State of California Industrial Labor Rate Standards.

SECTION 4 — SELECTION PROCESS AND EVALUATION CATEGORIES

Individuals from VSD and/or outside agencies will evaluate submitted Proposals. During the evaluation process, VSD reserves the right, where it may serve VSD’s best

interest, to request additional information from proposers, or to allow corrections of errors or omissions.

4.1 Selection Criteria

VSD intends to select a Consultant based on demonstrated competence and qualifications for these types of services at a fair and reasonable price to the public. VSD will review all proposals and evaluate them according to the following criteria:

- Qualifications of team
- Project Understanding and Innovation
- Similar Experience / References
- Work Plan / Scope of Work
- Project Schedule

Consultant may be either selected based on information included in the proposal and, if deemed necessary, an interview prior to final selection.

SECTION 5 — GENERAL TERMS AND CONDITIONS

5.1 Limitation

This RFP does not commit VSD to award a contract, to pay any cost incurred in the preparation of the Consultant's RFP response, or to procure or contract for services or supplies. VSD is not responsible for proposals that are delinquent, lost, mismarked, and sent to an address other than that given above, or sent by mail or courier service. VSD reserves the right to accept or reject any or all RFP responses received because of this request or to cancel all or part of this RFP.

5.2 Public Records

All proposals shall become the property of VSD and will become public records and, as such, may be subject to public review.

5.3 Contract Agreement

VSD intends to award an agreement with an initial term of one year, subject to annual renewals for a maximum 3-year term. Once the Consultant accepts a proposed contract agreement, the Consultant will be required to sign the Agreement for Consultant Services and submit all other required certifications and documentation within 10 calendar days of the Notice of Selection from VSD.

The contents of the submitted proposal will be relied upon and incorporated into the awarded contract and shall become a contractual obligation. Failure of the Consultant to agree to include the proposal as part of the contractual agreement will result in the cancellation of the award. VSD reserves the right to reject those parts that do not meet with the approval of VSD, or to modify the Scope of Services, as agreed by Consultant, in the final negotiated contract. VSD will require the selected Consultant to provide the required indemnification and insurance.

SECTION 6 — QUESTIONS

If you have any questions regarding this RFP, prior to February 18, 2022, please send an e-mail to Beverli A. Marshall, General Manager, bmarshall@valley-sanitary.org.



Via Electronic Mail

March 3, 2022



Valley Sanitary District
Attn: Beverli A. Marshall
45-500 Van Buren
Indio, CA 92201

Re: Valley Sanitary District Request for Proposal "State Legislative Advocacy Services"

A.) Cover Letter

Dear Ms. Marshall,

Thank you for contacting California Advocates, Inc. (CalAd) to respond to the Valley Sanitary District's (VSD) Request for Proposal (RFP) for "State Legislative Advocacy Services." Per the RFP requirements, we understand this proposal is firm for 90 days from the proposal submission deadline. Additionally, CalAd acknowledges and will provide the insurance and indemnification information required per the attached professional services agreement, should we be the chosen firm to represent VSD.

Sincerely,

Dennis Albani, President
California Advocates, Inc.
1112 11th Street
Sacramento, CA 95814
Office: (916) 441-5050
Mobile: (916) 799-7564
Email: DALbani@caladvocates.com

Firm Information and Headquarters:
California Advocates, Inc.
1112 11th Street
Sacramento, CA 95814
Office: (916) 441-5050
Website: www.californiaadvocates.com

B.) Project Team Information

Established in 1971, CalAd is the the oldest contract lobbying firm in California. CalAd is a professional contract lobbying firm established to provide representation for business, professional, and local government interests before the legislative and executive branches of state government. We are substantive lobbyists with expertise in public policy issues, including local government, special districts, natural resources, environmental protection, water, energy, solid waste, and general business issues. In addition, there are five registered lobbyists, three of which are lawyers, using their expertise solely for government affairs. Also, CalAd has two full-time assistants to help track legislation and provide support services. We invite your perusal of our website for additional information about our firm at www.californiaadvocates.com.

CalAd has a policy of assigning at least two advocates and one administrative support staffer to each account. Accordingly, Dennis Albiani will be the "Project Lead," Faith Lane Borges, and Anthony Molina will be additional "Team Advocates." Further, Roseanne Moreno will be the administrative support to help facilitate meetings and ensure Fair Political Practices Commission (FPPC) compliance.

Below is the background of our advocacy team and the experience we will bring to the representation of VSD:

Project Manager:



Dennis Albiani, Vice President, has 24 years of bipartisan government affairs experience, including 15 as a registered advocate and nine as a legislative and administration staff member. Two Governors have appointed Dennis, one from each party, to serve their administrations. As Deputy Legislative Affairs Secretary, Dennis oversaw all legislative matters dealing with Energy, Natural Resources Agency, Environmental Protection Agency, Department of Food and Agriculture, Public Utilities Commission, and the California Energy Commission. Mr. Albiani also served as a consultant in the California State Senate Committee on Agriculture and Water Resources for then-Senator,

Congressman Jim Costa and Senator Mike Machado. Mr. Albiani is a graduate of McGeorge School of Law, with distinction, and an active member of the California State Bar. He graduated from Cal Poly, San Luis Obispo, and was recognized as an outstanding graduate of the College of Agriculture, Food and Environmental Sciences. He has also completed the Dale Carnegie Institute and the Prestigious California Agricultural Leadership program, where he was honored in 2017 with the Profile in Leadership Award for service to the community.

Team Advocate:



Faith Lane Borges is a Legislative Advocate and has been with the firm for five years. She has been in government affairs in the State Capitol since 2012. Prior to joining California Advocates, Faith was senior staff in the State Capitol. Serving for years in both houses of the Legislature, she is a policy and strategy expert. During her tenure as Legislative Director for Assemblywoman Catherine Baker, she sent many bills to the Governor's desk, including bills on transportation, regulation of government bodies, healthcare, and privacy, all of which were signed into law.

Mrs. Borges has been the recipient of numerous Legislative Resolutions in her honor, including recognition by Senators Steinberg and Gaines and Assemblywoman Baker in appreciation of her exemplary work in public service. She is an active member of the California Chamber of

Commerce's California Employer's Coalition and the Public Employer Advocates Coalition. Her diligent advocacy work has been recognized by clients who presented her with an award of Presidential Citation and her legislative work within the insurance industry has been recognized on a national level with the State Legislative Excellence award in 2018. Faith earned her Bachelor of Arts degree in Political Science from the University of California Santa Barbara and became a California Senate Fellow earning her graduate certificate in Applied Policy and Government from Sacramento State University.

Team Advocate:



Anthony Molina has 10 years of experience in government affairs. Anthony most recently served as Legislative Director for Senator Anthony Portantino, Chair of the Senate Appropriations Committee. Anthony advised the Senator on legislation related to education, transportation, insurance, labor/public employment and retirement, utilities, environment, and budget.

Anthony also worked for the California Manufacturers and Technology Association (CMTA). He staffed the areas related to privacy, transportation, and regulatory reform, communicated daily with CMTA members on critical issues impacting their companies, and authored weekly articles with legislative updates on key initiatives. Anthony also worked for three assembly members, including Assemblymembers Richard Bloom, Mariko Yamada, and Warren Furutani. Anthony earned his Bachelor of Arts degree in Political Science with a minor in Communications from the University of Nevada, Reno.

Administrative Support Staff:

Roseanne Moreno has over 17 years of experience working in the California State Legislature. During her time at the Capitol, Roseanne served as lead Committee Secretary to both the Senate Judiciary Committee and the Senate Insurance Committee and an assistant to several members of the Legislature. Throughout her tenure, she developed an extensive network of legislative staff and expert knowledge of the legislative rules, processes, and procedures. With these skills, she joined California Advocates in 2015 as a Legislative Assistant and serves as Office Manager overseeing all operations for our firm.

C. & D.) Project Understanding and Work Plan/Scope of Work

CalAd's approach would recommend VSD be proactive in identifying legislative and administrative threats and opportunities. We implement client-specific bill review and notification, tracking, communication, and position evaluation procedures.

Strategic Counsel – Our commitment is not to report "what happened" but to provide detail on what is currently "happening" and our best strategic advice on what "will/could happen" moving forward. CalAd offers strategic counsel to all our clients. This guidance takes on two forms: strategic issue advice and political information. Strategic direction is a combination of evaluating the issues and intersecting with committees, the legislative process, other stakeholders, public opinion, impact on VSD, and the political dynamics in Sacramento. Once these elements are reviewed and shared with VSD, an effective strategic plan will be developed and implemented.

For political strategy and information, there is a parallel process. We actively engage in an ongoing analysis of the political landscape. We have clients who actively participate in the political action process and build on those relationships. We provide comprehensive political strategy and information to all our clients in a customized format.

We are well versed in the issues, committees, and personalities and regularly evaluate the landscape. We also regularly attend meetings and conference calls, participate in coalitions, and actively engage with critical associations such as the Association of California Water Agencies, the California Special District Association, the California Municipal Utilities Association, California WaterReuse, and the California Association of Sanitation Agencies.

We also conduct regular meetings with all the committee chairs, consultants, and members. In addition, we strongly encourage our clients to come to the Capitol to speak directly with key legislators, staff, and administration officials. For example, during the recent pandemic, we organized meetings with key district staff and legislators through video conferencing and provided "video tours" of infrastructure and detailed briefings so legislators and staff could understand the projects, issues, challenges, and opportunities.

Communication and Advising the Client – Communications and close contact with VSD staff and activity reporting are critical to a legislative and administrative advocacy program's success. We would use our extensive experience in designing the most efficient and effective communications for VSD. We recommend a few key communication documents and methods coordinated with the unique timing of the legislative process:

- A monthly written report or call providing an update on legislation, regulatory issues, appointments, and key dates and deadlines.
- A bill report and meeting or call following the bill introduction deadline.
- A written report and meeting or call following the "House of Origin" deadline. This report may also include the latest budget, given that these two deadlines are often very close.
- A written report and meeting during the summer recess.
- A written report and meeting or call at the end of the legislative year
- A final written report and meeting at the end of the bill signing period.

These formal communications will be supplemented with memos and less formal communications to the principal staff contact. We would supplement the contacts as bills, budget activities, and regulatory actions occur or are planned, and we are always available for verbal and written discussions as actions require. As needed, we would routinely come to Indio to participate in meetings in-person or via video conference as directed by the staff.

Active Lobbying and Sponsoring Legislation – CalAd has substantive advocates that are recognized as issue area experts. We routinely advocate for our clients in meetings, legislative hearings, and regulatory workshops. We draft letters, testimony, and questions for legislators on the appropriate committee. We review legislative packages and work with regulatory experts to refine oral and written comments. We monitor all pertinent budget hearings, review sub-committee agendas, and identify areas when district priorities may be funded. When appropriate, we also encourage our clients to testify and engage – the direct engagement displays a level of seriousness and commitment to an issue. In that case, we help identify the representative, advise them, prepare testimony if desired, and provide a host of activities to prepare them for the opportunity appropriately.

Specifically, we offer the following services and place the tasks of advocacy in two distinct categories:

Strategic Services:

- Provide tailored strategic advice on public policy issues impacting VSD.
- Participate in all associations in which VSD is affiliated.

- Assist in preparing material for communication, such as articles for newsletter publication or position papers in conjunction with staff.
- Available for conference calls and Web-based meetings on legislation and regulatory actions, as needed.
- Assist staff in identifying opportunities and future challenges that VSD may encounter.

Direct Advocacy:

- Actively monitor and review legislative and regulatory matters and report to staff on critical votes that affect significant areas of interest to VSD.
- Track legislation using Capitol Track and have a Web-based portal where clients can have 24-hour password-protected access.
- Advocate for specific pieces of legislation that may impact the VSD interests, including material development, one-on-one meetings with legislators, staff, committee consultants, and administration officials, committee preparation, and follow-up.
- Introduce legislation on behalf of VSD, when necessary and as directed.
- As appropriate, negotiate amendments on behalf of VSD when seeking a compromise to the benefit of VSD.
- Provide appropriate access to and coordination of meetings with legislators and key committee consultants to overview the organization's issues and member concerns.
- We have access to all key legislators and administration officials and provide all our clients with these opportunities with our diverse client list.
- Work directly with VSD and other associations in coalitions on general and specific issues of concern.

E.) Sub-consultant & Work by Others

CalAd will not sub-contract any of the work outlined in the RFP. CalAd will take full responsibility for all work as outlined within the RFP.

F.) Relevant Experience and References

CalAd has a long history of successful representation and strategic message development on behalf of businesses, trade associations, water districts and sanitation districts, and local government interests before the legislative and executive branches of state government. We are especially proud of our long-term relationships with clients that have been with the firm since its inception, including the California Judges Association, Santa Clarita Valley Water Agency (Formerly Castaic Lake Water Agency), American Institute of Architects, Coca Cola, and the Consumer Brands Association (prior entity was the Grocery Manufacturers Association).

We have extensive experience managing the legislative and regulatory needs of water and sanitation entities from across the state. We have worked on water quality, water, and sanitation district infrastructure funding, governance, and water rights. We have also worked with various state administrative agencies, including those that govern the coast and tidelands, local entities, and lead agencies for CEQA determinations. In addition, water quality continues to be an ongoing concern across the spectrum of districts and businesses. We have worked to develop the "Safe Drinking Water Fund" from Cap-and-Trade revenues, secure funding for PFAS and other chemicals of emerging concern, and address regulatory issues. Finally, we have worked extensively on SB 1383 (Lara, 2016) implementation. Through our agricultural and food clients

who have managed organic byproducts and waste for generations, we have engaged in SB 1383 regulations development, funding proposals, and managing regulatory overlap.

The best way to demonstrate our knowledge and varying strategic approaches is to discuss a few of the projects and policies we have experience managing. Below are descriptions of a few of our successes for our clients in various issue areas:

Tehama Colusa Canal Authority Fish Passage Project – Coordinated a team that successfully obtained over \$242 million from state bonds and federal funding to complete the Fish Passage Project (Project) at the Red Bluff Diversion Dam. This effort included advocating within the bond negotiations, coordinating local support from all five counties served by the Project, advocating within the state administration to prioritize federal funding, and implementing a successful strategy. This Project was the largest funded water project from the American Recovery and Reinvestment Act of 2009.

Creation of Santa Clarita Valley Water Agency – Consolidated four retail water agencies and one wholesale state water contractor to form the Santa Clarita Valley Water Agency. This highly controversial legislation overcame Local Agency Formation Commission and environmental opposition. Overcoming this opposition was accomplished by working with the local conservation community. We also addressed opposition from the county Democratic Party by managing relations with trade unions and local state elected leaders. In addition, this legislation had to address the consolidation of the district, election law, local governance, and reduction of elected seats over time. While initially controversial, this unification of the districts is viewed as model legislation, and other districts and legislative staff often call us to understand the process and strategy to implement similar local actions.

Renewable Energy and Coastal Siting – Represented NRG for many years when they were the largest renewable energy provider in California. We assisted in siting the largest solar project in the state at that time, several repowered speakers to address the intermittent challenges with renewable energy, and several smaller renewable projects throughout the state. We also worked extensively on repowering and siting three clean-burning coastal power plants that required addressing the California Coastal Commission, State Lands Commission, the Coastal Conservancy, and local government tax distribution/allocation. In addition, we have worked to secure funding for bioenergy projects such as dairy digesters, renewable diesel under the Low Carbon Fuel Standard, and biomass.

Air Quality – This year, the California Air Resources Board (CARB) implemented a mandatory end to agricultural burning of cellulosic debris. On behalf of our client, the Almond Alliance, CalAd organized an effort to secure \$180 million to be allocated over the next three years for technology solutions such as pyrolysis and healthy soil incorporation. This effort required extensive advocacy with CARB, local air districts, the Governor's Office, and key legislative budget leaders to deliver this level of funding and overcome several objections from NGOs and others.

Occupational Safety and Health Administration Standards (Cal/OSHA) and Worker Health – The COVID-19 pandemic has made many experts on Cal/OSHA Standards Board and labor requirements for public and private employers. CalAd first worked to identify "Essential Employee(s)" and advocated for expanded definitions in some areas and more restrictive in others. CalAd then worked through the standards process, drafting and editing documents submitted to the Cal/OSHA Standards Board during their administrative process for our public agencies and private employers. CalAd has also tracked and advocated on legislation and

worked closely with the Governor's Office to understand each executive order further as they were released. CalAd assisted our clients in understanding and implementing many changes that allowed employers to continue doing business but addressed the employees' concerns in an empathetic manner.

These are just a few recent examples of our successes working through our clients' various challenges and opportunities. Success in this arena requires coordinating with staff, ongoing communication with the client and decision-makers, identifying partners with other associations, flexibility, and focusing on the objective. We hope this illustrates some of the knowledge and experience on the issues of importance to VSD.

Team Roles

Dennis Albiani, Project Manager, Lead Advocate

Dennis will be a key contact, organize communications and strategy and coordinate the team working for VSD. He will be meeting directly with legislative staff, communicating with district staff and when appropriate coordinating communications and presentations at Board meetings. Dennis will coordinate a key element of any public agency representation, which is to identify key priorities for policy and budget augmentations with VSD staff, design a strategy for success and then implement the strategy whether it is to secure funds for capital improvements or to address a specific regulatory issue or legislation.

Faith Lane Borges, Team Advocate, Labor and Employment/Insurance

Faith has extensive experience serving public agencies working on public entity risk management, governance and liability issues, and legislative and regulatory actions. Among other clients, she currently represents the California Association of Joint Powers Authorities, which has become a "must consult" organization on public entity liability, employment, JPA governance, budgetary matters, and workplace safety. In addition, she is an active member of the California Chamber of Commerce's California Employer's Coalition and the Public Employer Advocates Coalition. Her diligent advocacy work has been recognized by clients who presented her with an award of Presidential Citation. Additionally, her legislative work within the insurance industry has been recognized nationally with the State Legislative Excellence award in 2018.

Anthony Molina, Team Advocate, Fiscal/Budget

Anthony will lead the team's advocacy efforts in the fiscal/budget space. Before joining CalAd Anthony was the lead staffer working for two Budget Sub-committee Chairs in the Legislature, both in the California State Assembly and Senate. Specifically, in the Assembly, Anthony worked for the Assembly Budget-subcommittee 3 Chair on "Climate Crisis, Resources, Energy, and Transportation," who remains the Chair today. He will be essential in Budget issues areas related to VSD. Furthermore, Anthony was the Legislative Director for the Senate Appropriations Chair, Anthony Portantino, who continues to serve in this capacity. This powerful committee reviews any bill with a fiscal impact on the state. Anthony brings a great network, key contacts, and experience to lead on fiscal/budget priorities for VSD.

References

Below is a list of three current clients for whom comparable services have been performed within the last five years.

Reference # 1

Name of Firm	Santa Clarita Valley Water Agency
Address	27234 Bouquet Canyon Road
City, State, Zip	Santa Clarita, CA 91350-2173
Telephone #	(661) 297-1600
Contact Name	Matt Stone, General Manager
E-Mail Address	mstone@scvwa.org
Project Name	State Government Advocacy and Consulting
Completion Date	1990 - Present

Reference # 2

Name of Firm	California Association of Joint Powers Authorities
Address	808 R Street, Suite 209
City, State, Zip	Sacramento, CA 95811
Telephone #	(562) 467-8724
Contact Name	Norman Lefmann, Legislative Committee Chair for CAJPA
E-Mail Address	nlefmann@cjpia.org
Project Name	State Government Advocacy and Consulting
Completion Date	1992 - Present

Reference # 3

Name of Firm	Tehama Colusa Canal Authority
Address	5513 HWY 162
City, State, Zip	Willows CA 95988
Telephone #	(530) 934-2125
Contact Name	Jeff Sutton
E-Mail Address	jsutton@tccanal.com
Project Name	State Government Advocacy and Consulting
Completion Date	2009 - Present

G.) Fee Proposal

It is always difficult to provide an exact amount for representation before having an in-depth meeting with staff and recognizing the full scope of the representation needs. CalAd works on a monthly retainer basis; therefore, to provide VSD with "State Legislative and Advocacy Services," CalAd proposes a monthly fee of \$6,250 or \$75,000 annually.

Additionally, CalAd would be reimbursed for all necessary pre-approved out-of-pocket expenses, including overnight mail and travel expenses. However, in no event shall the reimbursement for costs exceed \$150 per month without the prior approval of VSD staff. We also receive quarterly reimbursement of \$115.50 or \$462.00 annually to prepare FPPC reporting forms.



RPPPG

Renne Public Policy Group

A Division of Renne Public Law Group®

Valley Sanitary District

Proposal for State Legislative Advocacy Services

Renne Public Law Group, LLP [DBA Renne Public Policy Group (RPPG)]

Sharon Gonsalves, Director of Government Affairs

1100 11th Street, Suite 231

Sacramento, CA 95814

<https://rennepublicpolicygroup.com/>

sgonsalves@publicpolicygroup.com

(916) 849-5536

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A. Cover Letter

March 4, 2022

Valley Sanitary District
Attn: Beverli A. Marshall
45-500 Van Buren
Indio, CA 92201

Dear Ms. Marshall:

On behalf of Renne Public Law Group (DBA: Renne Public Policy Group (RPPG)), we are pleased to provide the Valley Sanitary District (VSD or District) our proposal for state legislative advocacy services.

Renne Public Policy Group (RPPG) is a full-service state lobbying and consulting practice that strives to advance the interests of California local public agencies and the companies that align with public entities. We do so effectively and efficiently, without compromising on ethics or integrity. RPPG is a division of Renne Public Law Group (RPLG), founded by Louise Renne, the City of San Francisco's elected City Attorney for 16 years. RPPG provides our clients with a keen understanding of California's evolving legislative and political landscape, which is critical when making policy, legal, and operational decisions. We are rooted by Louise's reputation for uncompromising ethics, excellence, innovation, and advocacy for local government.

Since the inception of our practice, we wanted to take a different approach from how larger firms represent their clients. Our team is comprised of senior level legislative advocates as well as Policy and Strategic Advisors made up of RPLG lawyers and municipal policy experts. This approach has enabled us to do things differently—to be proactive, creative, and nimble. To build a culture of like-minded senior-level professionals from diverse backgrounds who *want* to come to work and where clients feel valued. We provide our clients a holistic approach of legislative, political, communications, and operational counsel. We refer to it as our “wraparound service approach.” We firmly believe that this makes RPPG uniquely suited to advocate on behalf of the District.

The halls of the State Capitol are normally a constant whirl of activity as legislators, staff, and lobbyists for a multitude of interest groups engage in crafting laws and budgetary requests. In this fast-paced environment, opportunities and threats to local agencies can quickly emerge. Given this, RPPG recognizes that advocating for the interests of public agencies requires policy expertise, active engagement, and multi-pronged actions which includes monitoring pending legislation, developing legislative and funding proposals, negotiating amendments, and, when necessary, a coordinated public affairs campaign. These tactics form the foundation for an effective legislative advocacy strategy.

As outlined in this proposal, our advocacy approach recognizes the evolving political and operational landscape, shifting policies, and fiscal environment to best position our clients for successful outcomes. We propose to work closely with District staff to devise a comprehensive strategy and

truly understand your financial, political, and policy needs to further your legislative and funding priorities.

The ongoing COVID-19 global pandemic has caused uncertainty for vital areas of local government funding and has also fundamentally shifted the way that legislative advocates must engage to effectively represent their clients. Simply put, public agencies must adapt. They cannot rely on an old playbook to yield positive results. It is critical that the District partners with a firm that can provide a uniquely tailored wraparound service approach with strengths rooted in the nuance of independent special district governance, natural resources and water policy, local government financing and tax allocations, decades of political and process expertise, as well as a true passion for public agencies. All of us at RPPG have devoted our careers to supporting public agencies and improving the quality of life in communities throughout California.

Sharon Gonsalves, RPPG's Director of Government Affairs will act as the primary contact for this proposal. Sharon may be reached at (916) 849-5536 and is located at 1100 11th Street, Suite 231, Sacramento, CA. As the founding partner of our firm, Jon Holtzman has the authority to negotiate on behalf of and bind the firm in an agreement. Jon may be reached at (415) 848-7200 and is located at RPLG/RPPG's headquarters 350 Sansome Street, Suite 300, San Francisco, CA.

This proposal is firm for a 90-day period from the date of the submission deadline. The firm will provide insurance and indemnification requirements for this agreement.

Thank you for your time and consideration in reviewing our proposal. We are hopeful that we can partner with the Valley Sanitary District and serve not only as your voice in Sacramento but your advocate in grant and legislative funding opportunities.

Regards,



Jon Holtzman, Founding Partner
Renne Public Law Group, LLP ©



Sharon Gonsalves, Director of
Government Affairs
Renne Public Policy Group, A Division of
Renne Public Law Group, LLP ©

B. Project Team Information

The project team for the Valley Sanitary District will be led by Director of Government Affairs, Sharon Gonsalves, the Proposed Project Manager. Sharon will be supported by Alyssa Silhi, Director of Government Affairs (Secondary Contact), as well as by Dane Hutchings, Managing Director (Secondary Contact). Jake Whitaker and Dan Carrigg will also be available to support the District. Further experience and qualifications for each member of the RPPG team can be found in Section F of this proposal.

Firm Profile

Effective March 1, 2018, the well-established law firm Renne Sloan Holtzman Sakai LLP, Public Law Group (of 17 years) divided into two separate firms, one of which is Renne Public Law Group, LLP (RPLG). Specifically, as part of the firm's separation, RPLG was required to obtain a new federal tax ID number.

A division of Renne Public Law Group, RPPG is a full-service lobbying and political consulting practice that supports public agencies and companies whose interests align with public agencies. RPPG draws from the wisdom of respected former public officials, the knowledge of municipal policy experts and the tenacity of experienced legislative advocates to provide a uniquely tailored, wraparound service approach for our clients.

The RPPG practice area is led by Managing Director, Dane Hutchings. Dane is supported by seasoned legislative advocates, Sharon Gonsalves (Proposed Project Manager) and Alyssa Silhi, as well as by our firm's Policy and Strategic Advisors. Detailed further in this proposal, RPPG's group of Policy and Strategic Advisors support our clients' overall advocacy strategy by providing unique and experienced perspectives on the real-world impacts of pending legislative, regulatory, and administrative proposals—leveraging their experience for the betterment of RPPG clients. RPPG specializes in the following services:

- State legislative, administrative, and regulatory advocacy
- Public affairs and communications
- Grant writing and revenue sourcing
- Federal legislative tracking and analysis
- Public sector retirement and OPEB advisory services
- Strategic planning and counsel
- Coalition-building and grassroots campaigns
- State procurement

Firm Resources

RPLG and RPPG have a combined team of 38 legal and legislative professionals comprised of attorneys, lobbyists, senior advisors as well as administrative, legislative, and operational support staff. A full list of our team members can be found on the RPPG and RPLG websites. We have two offices, located in San Francisco (RPLG) and Sacramento (RPPG), respectively.

C. Project Understanding and Innovation

The RPPG Approach

At RPPG we strive to be a *necessity* for our clients, not a *luxury*. This means finding ways to show true return on investment. However, ‘value’ itself is dependent on the individual needs of the client. Whether it be advancing a beneficial state policy, stopping a piece of detrimental legislation, advocating for increased General Fund or grant dollars—or by providing detailed policy and political information that informs the client. Whatever the need, we pride ourselves on creating a custom approach to each client that we have the honor of representing. We work incredibly hard for our clients because each client that partners with RPPG has placed their trust in us—not just to represent their interest in Sacramento, but to be a trusted messenger of their brand and story.

Our motto is *we do the work, and we take nothing for granted*. While that may sound oversimplistic, in our experience there are a lot of firms that simply rely on their “relationships” to advance their clients’ interests. While relationships are critical (as detailed below), legislative advocacy is a field that rewards persistence and hard work. As we saw in 2020 and proved true again in 2021, policy proposals can move rapidly, often with little notice or transparency. The RPPG team’s decades of experience provides a unique understanding of the political process. We stay in close contact with state lawmakers, Capitol consultants, and legislative staff. We are always watching for new amendments and monitoring the actions of other stakeholders, legislators, and administration officials. This enables us to be proactive and know what is coming before it surfaces publicly. Staying active, nimble, and engaged allows our team to successfully advocate for our client’s interests during these trying times. In this era of uncertainty and confusion created by the COVID-19 pandemic, advocates must stay vigilant in representing their clients. With the 2022 legislative session underway, budget negotiations have begun with the Administration and lawmakers on how best to invest the State budget surplus to align with key policy priorities including continued investments in infrastructure, the water resilience package, and drought resiliency. This is important to highlight as the District considers what type of firm they want looking out for their interests.

Our job at RPPG is to work with the District to advance policies and seek funding to help address these and other challenges the District may face. With an established presence, proactive strategy, and a detail-oriented approach, RPPG can advance and consult on legislation of importance to address the challenges the District faces.

Coalition building is also vital. We will ensure your interests are represented by forming alliances with like-minded interest groups as needed, including other sanitation districts, special districts, local governments, and important stakeholders. We also will utilize our close working relationships with a variety of local government organizations, business groups, and labor unions to help the District meet its legislative needs and further its interests.

Relationships

Relationships are central to every outcome in government affairs, and none more so than direct relationships with Legislators, policy committee consultants, administrative leaders, and the Governor’s office. It is important that the District partner with a firm that has strong ties not only

with those who represent the District, but those legislators and the Administration that continue to advance significant and potentially detrimental policies. The RPPG team is confident in our deep and personal relationships. These relationships have been established not only through our firm's partners, who have deep ties to the Newsom Administration dating back to when the Governor served in local government—but through each of our team member's direct work with legislators and staff. These relationships are established over time and built upon a strong reputation of being hard working and honest policy brokers.

With her history working both inside and out of the State Capitol, Sharon has built a strong network of reliable legislative, regulatory, and administrative contacts. Our Advisors have also spent decades working with the State Water Resources Control Board, California Natural Resources Agency, California Department of Parks and Recreation, State Fire Marshall, CalFire, Office of Emergency Management, and the California Department of Transportation. Collectively, our team utilizes our specific networks to advance the interest of our clients.

Between RPPG's current clients and experience working with virtually every legislative office while at the League of California Cities and the California Special District's Association, Dane Hutchings and Alyssa Silhi have established and maintained strong working relationships with most legislative offices in the Capitol, including key legislative committee staff, consultants, and administration officials.

It will be important to identify those critical legislative members, policy committee consultants and department/agency leads to meet with on a regular basis. Waiting until an issue is present to build a relationship typically means you are too late, which is why the RPPG team will create a list of individuals to meet with early. Additionally, it will also be imperative that the District is provided the resources, information, and tools to develop their own relationship with elected officials. Having these relationships is vital to success at the critical moment a vote on a controversial bill that is introduced and/or a potential funding opportunity presents itself.

Client Engagement and Communication

Communication and access to RPPG staff is a foundational principle in achieving success for our clients—especially in the era of COVID-19. We like to think of ourselves as an extension of your staff. We will provide regular updates on the rapidly changing policies and politics in Sacramento. As an organization looking for an enhanced “on the ground” presence in Sacramento, our team will provide detailed written and verbal communications to ensure that the District is apprised of activities and able to demonstrate to its constituents the value.

Building and strengthening alliances are also vital. We will ensure your interests are represented by forming coalitions with like-minded interest groups, including other local governments and important stakeholders, as needed. We also will utilize our close working relationships with a variety of local government organizations, business groups, and labor to help the District meet its legislative needs and further its interests.

These are all important factors to highlight as the District considers what type of firm they want looking out for their interests. In short, there is simply no substitution for hard work in our business.

D. Work Plan/Scope of Services

The RPPG team is committed to meeting the needs of the District. Our onboarding process focuses on assessing the priorities of the District and working with your team to develop a plan to address those priorities. The proposed project managers will be the direct points of contact and will assign the appropriate members of the team to engage as determined by the District. Our team's wide breadth of experience with public agencies, coupled with our extensive network of strong relationships with key legislators, staff, and local government organizations positions RPPG well to represent the Valley Sanitary District. Under this proposal, our services include but are not limited to:

- **Representation:** Represent the District at policy-related meetings, conferences, events, regulatory proceedings, legislative hearings, and other appropriate venues to deliver comments, testimony, and provide the District with a consistent presence in Sacramento. RPPG will also attend District board meetings to provide legislative updates as requested.
- **State Funding Opportunities, General Fund, and Specified Grant Programs:** The Newsom Administration has prioritized increased wildfire preparedness, infrastructure rehabilitation, clean energy, and other capital improvement projects. Identifying and effectively advocating for appropriate grant funding provides a tangible return on investment from working with a Sacramento legislative advocacy firm. Whether it is new grant funding available through California Natural Resources Agency or the State Water Board, defensible space assistance programs through Cal Recycle, competitive GGRF funding, or other regulatory/ administrative agencies, RPPG is well positioned to work with District staff to review grant applications, arrange meetings with relevant agency personnel, and provide unique insight as to how different revenue can be used to meet local match requirements, which at times can prove to be a significant challenge for public agencies with limited resources.
- **Federal Funding Opportunities and Specified Grant Programs:** Our team has a great deal of experience working with the federal agencies and navigating their funding programs. One of the keys to success is to work closely with agency staff to understand how much funding is available for each program and what are the priorities of not only the current Administration but also Congress who appropriates the funding. The Administration is exploring how to restructure and boost funds for projects that mitigate risks associated with climate change. In addition, the proposed infrastructure package will very likely contain several sources of funding for environmental and community projects that may benefit the District. Unlike with previous Administrations, Congress is currently considering the inclusion of Community Project Funding requests in the upcoming budget process, which could provide an opportunity for the District to make direct asks for federal dollars to support local initiatives.
- **Legislative Review and Tracking:** Track and analyze proposed and amended legislation and regulations, along with providing advocacy on the legislation of interest to the District and any state or federal budget issues impacting the organization.
- **Relationship Building:** Continue fostering relationships with legislators and administration officials. Our firm will make meeting recommendations, scheduling arrangements, and

strategize on messaging in advance. This approach ensures that we have laid the groundwork for your bill proposals and budget requests throughout the year.

- **Targeted Engagement with State Local Government Associations and Local Agency Partners:** Our firm, and the principles proposed to provide service to the District, have established and proven working relationships with the California Special Districts Association, California Association of Sanitation Agencies, Association of California Water Agencies, League of California Cities, California State Association of Counties, and other statewide advocacy organizations that will ensure RPPG can communicate the District’s policy positions—and when appropriate, work in a blended strategy to achieve success.
- **Assist in Developing the District’s State Legislative Platform:** Having clear objectives is key to identifying potential threats, effectuating change, and achieving success. RPPG will work with the District to develop clear legislative priorities. This will serve as the foundation for direction given to RPPG to engage on specific policies.
- **Document Creation and Review:** Consult and develop strategic documents, position letters, and background papers for District to ensure its voice is consistently heard by policymakers and stakeholders.
- **Reports:** Deliver staff reports that include updates on bills relevant to the District, status updates on RPPG’s ongoing projects, and other information as requested.

Below is a detailed timeline that outlines how and when we would implement our workplan. Specific dates and deliverables are subject to change should the Legislative calendar be modified.

	Action	State and Federal Deliverable/Goal
Upon Contract award – April 2022	Collaborate with District staff to develop an annual legislative advocacy and grant funding plan to guide our efforts during the legislative session. Foster new and established relationships with Legislators and key Administration officials shortly after contract commencement. Our firm will make recommendations for meetings, schedule arrangements, and strategize on the messaging in advance. Develop a clear communication plan, including a regularly scheduled conference call, along with written reports.	“Deep Dive” Advocacy and Grant Funding Plan. Develop target list of key policy committee staff, the executive branch, and other key elected officials for District engagement.
April 2022 – May 2022	Devise a matrix for reporting of bills relevant to the District. Review Governor’s Proposed Budget Proposal and identify possible funding opportunities for District.	Legislative Tracking Matrix. District specific state budget analysis.

<p>May – Sept. 2022</p>	<p>Meet with policy and fiscal committee staff and/or Administration or Executive Branch staff to build an understanding and support for sponsored legislation.</p> <p>Meet with potential opposition to understand and mitigate potential concerns about bills relevant to the District.</p> <p>Track and analyze proposed new laws and regulations; provide general advocacy on legislation important to the District. This includes proactive information-gathering that keeps the District up to date on relevant state agency/department regulations and administrative policies.</p> <p>Engage with appropriate budget sub-committees to advance highlight programs that benefit the District.</p>	<p>Develop recommended positions on legislation and state budget proposals, asses viable grant funding opportunities.</p>
<p>May 2022 – Sept. 2022</p>	<p>Draft letters of support, opposition, and/or amendments to address our concerns.</p> <p>Testify in policy committees on bills for which the District has an active position or recruit and prepare District personnel to testify where appropriate.</p> <p>Monitor budget process for potential positive/negative impacts. Engage when needed.</p> <p>Meet with Administration to ensure both support and opposition concerns are accurately conveyed.</p>	<p>Negotiate with authors and sponsors to resolve concerns or stop bills where resolution is not possible.</p> <p>Bill position letters and televised legislative testimony.</p> <p>Seek Governor’s signature/veto, as appropriate.</p>
<p>Sept. 2022 – Dec. 2022</p>	<p>Develop sponsored bill ideas and an advocacy strategy that identifies legislative champions and key stakeholders, including coordination with other municipalities and organizations with similar legislative objectives.</p> <p>Draft end of session report providing progress on legislative activities, results on targeted legislation, and progress on grant and state funding.</p> <p>Identify and secure authors for sponsored legislation.</p> <p>Develop language and supporting materials for these legislative proposals.</p>	<p>Annual Report.</p> <p>Introduction of sponsored bills.</p> <p>Build a coalition for sponsored bills.</p> <p>Draft fact sheets, background materials, talking points, and other materials as needed.</p>

E. Sub-contractors and Work By Others

Due to the fluctuating demands of the legislative calendar as well as strategy and planning for the following legislative cycle, RPPG does not bill clients on an hourly basis for direct legislative advocacy and support work.

Based on the proposed scope of work outlined in the Request for Proposals, RPPG does not intend to use subcontractors, subconsultants, or other contracting parties to complete the Scope of Work.

F. Relevant Experience and References

RPPG Proposed Team and Qualifications

Sharon Gonsalves— Valley Sanitary District – Project Manager



RPPG proposes that Sharon Gonsalves, a registered lobbyist with the State of California, serve as Project Manager for the Valley Sanitary District. In this capacity, Sharon will work in collaboration to represent the District in meetings with the State Legislature, state agencies, applicable boards and commissions, and the Governor’s office. With assistance from RPPG legislative and advisory staff, Sharon will conduct legislative review, analysis, and technical expertise in all policy areas important to the City in order to provide full policy and political counsel.

As project lead, Sharon will ensure transparent communications and information sharing with the District board and staff.

APPLICABLE EXPERIENCE: AT A GLANCE

- Over 15 years of Legislative Advocacy and Capitol Staff Experience
- Strong Policy Background in Natural Resources, Public Safety, Housing and Transportation
- Proven Track Record in Advising Clients in the Successful Procurement of Federal and State Grant Funding
- Proven Success in Navigating State Budget Process
- B.A. Communications Studies, CSU Monterey

More About Sharon:

Sharon has spent her career advocating for legislative and funding priorities of municipalities throughout California—bringing over fifteen years of state legislative and local government advocacy experience to the District’s advocacy team. Specializing in the complex legislative process, Sharon has a proven track record of leveraging her strong relationships in the Capitol, Administration, and key government agencies to advance the goals of her clients. Sharon has expertise in the policy sectors of housing, transportation, local governance, and natural resources both as a former legislative staff member and as a local government lobbyist.

Prior to joining RPPG, Sharon was a Senior Associate at Townsend Public Affairs representing a number of local public agency clients—specializing in those from severely disadvantaged regions of California. In that position, Sharon worked on behalf of her most disadvantaged clients to secure the passage of SB 200, the Safe and Affordable Drinking Water Fund (Monning, 2019) which requires the annual transfer of 5 percent of the Greenhouse Gas Reduction Fund (GGRF) into the Fund until June 30, 2030.

On behalf of the City of Turlock, Sharon lobbied the Administration, Legislature and state and federal agencies on the North Valley Regional Recycled Water Project (NVRWP) and the Stanislaus Regional Water Authority (SRWA). Her efforts included coordinating multiple advocacy trips to meet with key members of the Administration’s cabinet, members of both legislative houses, committee staff, and members of the water board to increase support and discuss funding opportunities. As a result, she was able to secure \$4.3 Million from the Bureau of Reclamation for the NVRWP and \$30 million for SRWA through Proposition 68 in 2018.

Sharon works closely with the California Special Districts Association (CSDA) and the Association of California Water Agencies (ACWA) building coalitions on likeminded legislation, participating in their annual conference, and presenting at Legislative Action Days and division meetings.

She has been able to leverage her relationships within the California Legislature to secure California State Budget earmarks—providing local fire districts and police departments much needed funding for those communities. Sharon helped secure millions of dollars for critical infrastructure and public safety improvements including \$500,000 for the East Contra Costa Fire Protection District (ECCFPD) to build a dedicated training facility.

Prior to her career as a lobbyist, Sharon spent nearly a decade working in both houses of the State Legislature and as a result has a unique understanding and experience in navigating the State’s complex budget process. Having worked for multiple moderate legislators Sharon has a strong understanding of bi-partisan politics.

Sharon served as Legislative Director for State Senator Anthony Cannella (Senate District 12). Senator Cannella served as Vice Chair of the Senate Transportation and Housing Committee and the Natural Resources Committee. During Senator Cannella’s tenure, Sharon was instrumental in negotiating on major statewide environmental and transportation issues important to the District, including Proposition 1, the water bond of 2014 and during her time as a legislative staffer, Sharon developed and maintained an extensive bi-partisan network of relationships with members of the California Legislature. Prior to the adoption of the Sustainable Ground Water Management Act (SGMA) in 2014, she successfully staffed Senator Cannella and defeated several punitive efforts to regulate groundwater.

Sharon has utilized the relationships she has built over the years in her work advocating for local governments. Under Governor Newsom’s administration she has worked frequently with Secretary Wade Crowfoot from the Natural Resources Agency and his staff on matters specific to the Department of Parks and Recreation and the State Water Resources Control Board.

Alyssa Silhi – Valley Sanitary District – Secondary Contact



Alyssa Silhi, a registered lobbyist with the State of California, is proposed to serve as a legislative advocate and secondary contact for the Valley Sanitary District. In this capacity, Alyssa will work in collaboration with the Project Manager to represent the District in meetings with the State Legislature, state agencies, applicable boards and commissions, and the Governor’s office. Alyssa will also review and track legislation, provide analysis, and leverage her close working relationships with legislative members, staff, policy consultants and agency officials to advance the District’s legislative

priorities.

APPLICABLE EXPERIENCE: AT A GLANCE

- Over 15 years of Governmental Affairs and Public Relations Experience
- Former Legislative Representative, California Special Districts Association
- Strong Policy Background in Local Government Issues
- Proven Relationship, Key Partnership, and Coalition Builder
- Demonstrated Ability in Navigating the State Budget Process
- B.A. in both English and Communications, UC Davis

More About Alyssa:

For over 15 years, Alyssa Silhi has been advancing statewide policies for the public good, from healthcare and K-12 education to public health, public safety, and local government. She is a proven strategist with a reputation for balancing tenacity and effectiveness with strong ethics and skillful communication to get the job done. As an experienced Councilmember and special district Board member, Alyssa brings a unique understanding of the nuance of local agency operations to advocating for issues important to local government.

Prior to joining the Renne Public Policy Group, Alyssa was a Legislative Representative for the California Special District’s Association (CSDA). In that capacity, she was the lead advocate and strategist on policy and fiscal proposals relating to the environment – including climate adaptation and resiliency, wildfire mitigation and preparedness, CEQA, water and wastewater, energy/utilities, transportation – as well as emergency response and disaster preparedness and relief, and public works and public contracting. While there, she formed strong working relationships with key administrative appointees and staff within divisions of the California Natural Resources Agency (CNRA), State Water Resources Control Board (SWRCB), Governor’s Office of Emergency Services (CalOES), and the Governor’s Office of Planning and Research (OPR) as well as within the Department of Finance (DOF), legislative budget committees, and key legislative offices.

On behalf of special districts, Alyssa worked closely with CSDA’s federal policy liaison to create a nationwide coalition to lobby congress for access to COVID-19 relief funding. That effort led to federal language that specifically allowed states to share their funding with special districts. Alyssa used that federal authority to advocate for access to COVID-19 relief funding at the state level and spearheaded the effort that successfully obtained precedential direct state funding relief specifically for special districts impacted by COVID-19 response by securing a \$100 million General Fund allocation backed

by a bi-partisan and bicameral coalition of 46 legislators. Alyssa played a critical role within the local government coalition that secured \$1 billion in COVID-19 funding for water and wastewater arrears and just under \$300 million in direct arrearage funding for publicly owned utilities.

After special districts were overlooked in initial Public Safety Planned Power Outage (PSPS) funding, Alyssa worked with CalOES, DOF, and legislative budget leaders to secure \$20 million in competitive grant funds through the state budget process for special districts with critical infrastructure to prepare for the consistent delivery of services during a PSPS event. Alyssa also successfully fought to protect the special district exemption in the Surplus Land Act, navigating strong legislative pressures and initial guidelines from the California Department of Housing and Community Development (HCD) that would have usurped their local authority.

While at CSDA, Alyssa worked hand in hand with her counterparts at the Association of California Water Agencies (ACWA), the California Association of Sanitation Agencies (CASA), and the California Municipal Utilities Association (CMUA) to advance priority legislation or stop bad bills on policies of import to water and wastewater agencies. She worked with a large coalition of partners and stakeholders to successfully:

- Stop AB 377 (Rivas) Water quality: impaired waters that would have required all of the state's waters to be swimmable, drinkable, and fishable by 2050 and would have effectively dismantled the current storm water permitting process in California,
- Halt the premature adoption of new water conservation goals as outlined in AB 1434 (Friedman) Urban water use objectives: indoor residential water use until stakeholder feedback and concerns were given proper voice,
- Support CASA in passing AB 818 (Bloom) solid waste: premoistened nonwoven disposable wipes, requiring harmful pipe-clogging wipes to be labeled as non-flushable.

Most recently she coordinated with ACWA and CASA to initiate conversations with the Department of Industrial Relations (DIR) and State Legislature to begin to educate them on the ambiguity and potential impacts of the *Kaanaana v. Barrett Business Services, Inc.* Supreme Court ruling holding that belt sorting qualified as "public works" per Cal. Labor Code 1720, subd.(a)(2), reasoning the reference to special districts was different than the language relating to other agencies engaged in "public works" and calling upon the California Legislature to provide clarification for the intent behind the division in classification.

Alyssa's prior experience in governmental affairs includes working for several highly esteemed Sacramento contract lobbying and consulting firms and as policy staff for a prominent public health non-profit research and advocacy organization. In these positions, she worked on issues important to quality of life in communities, including K-12 education; public health policy with a direct nexus to nutrition, transportation, the built environment, and land use; public safety; small business issues and healthcare. She has wide-ranging experience advocating for policy change within the legislature, administration, and before state agencies and commissions, providing in depth analysis, navigating the budget process, leading statewide grassroots campaigns, building coalitions, interfacing with local electeds, as well as producing internal and external strategic communications for publication and advocacy purposes.

Dane Hutchings— Valley Sanitary District – Legislative Advocate



RPPG proposes that Dane Hutchings, a registered lobbyist with the State of California, will serve as Secondary Contract for the Valley Sanitary District. In this capacity, Dane will direct the Agency’s legislative focus and priorities. He will represent the District in meetings with the State Legislature, state agencies, applicable boards and commissions, and the Governor’s office. Specific activities include but are not limited to, testifying on behalf of District in all applicable legislative policy committees, regulatory boards and commissions and working directly with the District’s legislative delegation and Office of the Governor. Dane, with assistance from RPPG Policy and Strategic Advisors, will conduct legislative review, analysis, and technical expertise in all policy areas important to District to provide full policy and political counsel.

APPLICABLE EXPERIENCE: AT A GLANCE

- Over a Decade of Legislative Advocacy and Public Affairs Experience
- Former Federal Policy Liaison, League of California Cities
- Strong Board Relations Background
- Proven background in Coalition Building
- Strong Relationships with Key Legislative, Administrative and Executive Officials
- B.A. Public Affairs, CSU Sacramento; M.A. Public Policy, New England College

More About Dane:

For over a decade, Dane Hutchings has been advocating for the best interests of both public and private entities. He is a seasoned legislative advocate and political strategist with a keen understanding of the California political process and landscape. Dane brings a unique understanding of California local government operations, service delivery methods, and revenue sources.

Prior to leading the Renne Public Policy Group, Dane worked for the League of California Cities as a Legislative Representative and Federal Policy Liaison. He acted as the key strategist, advisor, and advocate on issues including labor relations policies, privacy and technology, governmental transparency, workers’ compensation, and other issues related to local government operations.

As the Federal Policy Liaison, Dane worked across multiple policy areas of importance to local government, including public safety, infrastructure, housing, and environmental policy. In conjunction with the National League of Cities, Dane advocated for increased funding for the State Community Development Block Grant (CBDG) funding and other federal programs local agencies rely upon. Dane regularly provided both written and verbal reports to the League’s Board of Directors, Policy Committees, and Executive committees on state and federal policy. Upon his departure from the League of California Cities, Dane received a career achievement award for his “...leadership, dedication, and tenacity in advancing the quality of life for all California cities.”

Dane’s direct experience in public affairs provides a distinctive approach on how an effective issue-based “inside-outside” communications/advocacy strategy can support legislative priorities by providing political cover for legislators as well as the Governor’s office. Dane ‘cut his teeth’ working

as an Account Executive and Government Relations Advocate at Ogilvy—a premier and influential multi-national public affairs and advocacy firm. Dane engaged in multiple issue-based campaigns specifically designed to support legislative strategies for both public and private sector clients.

During his time with Ogilvy, Dane was part of the legislative and communications team for the California High-Speed Rail Authority, spending two years working with Authority Board and executive team to advance the state’s largest statewide infrastructure project.

RPPG Strategic Advisors

With 2,000 or more pieces of legislation introduced by the California Legislature each year, it is critical that our clients have a complete understanding of the potential impacts that these measures may have on their agencies. Our Policy Advisors are a dedicated team of municipal policy experts, seasoned legislative advocates and former high-ranking local agency staff that will provide a holistic policy and political perspective to best position the City for success.

Specific Roles and Responsibilities: Advisors and Support

Dan Carrigg—Senior Advisor: Policy and Legislative Strategy



RPPG proposes that former League of California Cities, Deputy Executive and Legislative Director Dan Carrigg, act as the Valley Sanitary District’s Policy and Legislative Advisor. Under the direction of the Project Managers, Dan will analyze and draft legislation as well advise the District on strategies for engagement. Dan’s distinguished career and relationships with Administrative agencies, policy committee chairs, and consultants will be leveraged to complement the City’s advocacy strategy.

APPLICABLE EXPERIENCE: AT A GLANCE

- 30 years of Legislative Advocacy Experience
- 25 years Specifically Advocating for Local Government
- Strong Relationships with Agency Officials and Policy Committee Members
- Seasoned Legislative Advocate and Expert in California’s Legislative, Political, and Budget Process

More About Dan:

Dan Carrigg is a political consultant and thought leader in California public policy directly impacting local government. With extensive experience in legislative analysis, strategy, and advocacy, and an excellent reputation for hard work, Dan spent nearly 25 years with the League of California Cities—beginning as the League’s housing and land use lobbyist, then holding increasingly responsible advocacy roles including both Legislative Director and Deputy Executive Director of this prominent statewide local government organization. Until retiring from the League in October of 2019, Dan supervised the League’s legislative and public affairs program, developed policy, managed the League’s legislative and public affairs teams, drafted and reviewed legislation, reviewed and analyzed ballot measures, and testified before the Legislature.

Dan offers RPPG clients a deep policy background and strong political acumen on state housing policy, including understanding the Regional Housing Needs Assessment (RHNA) process, issues affecting transit-oriented development, tax increment financing, SB 375, Cap and Trade and other policies. Dan is also familiar with CEQA, and the political challenges associated with past streamlining efforts, and has a practical understanding of public contracting and construction projects. Prior to taking on the role as the League’s housing and land use lobbyist, Dan worked as a senior consultant for the California State Assembly Housing and Community Development Committee from 1991-1996.

Throughout his career, Dan has worked on many high-profile issues, including representing the League as part of the transportation coalition to pass SB 1. In the past, Dan led the League’s successful negotiations on the Lowenthal/Mullin RHNA reform measures of 2004, that resulted in reduced controversy over this process for over a decade. He was directly engaged in the effort to protect local property tax, sales tax and (Vehicle Licensing Fee) VLF funding via the VLF-property tax swap with the passage of Proposition 1A of 2004. Later, he advocated to secure revenue for local governments in Prop 1B, the 2006 transportation bond, and defeat a legislative effort to take nearly \$1 billion in city and county road maintenance funds. He also worked to preserve local authority during the legislative wrangling leading to the enactment and implementation of SB 375 of 2008, which coordinates transportation and land use planning.

More recently, in 2019, Dan worked closely with the Newsom Administration to draft critical elements, including the Local Government Planning Support Grants Program, that offers funding assistance for regions to assist with local housing planning and was incorporated into AB 101, a 2019 housing budget trailer bill.

Prior to his work with the League, Dan drew on his background in construction to represent the Department of General Services and the Division of the State Architect on state real estate, construction, and public contracting from 1996-1998, including working to enact design-build contracting authority for state office projects. His career began with a fellowship on the Assembly Desk during the term of former Assembly Speaker Willie Brown.

Optional Service: State and Federal Grant Writing Services

Jake Whitaker – Manager, Grant Writing and Research



RPPG proposes that Jake Whitaker will serve as the Valley Sanitary District’s dedicated grant writer. He will work with District staff to identify funding needs, provide timely updates on upcoming funding opportunities, and prepare and submit grant applications and project narratives on behalf of the District. Jake will also work closely with RPPG’s legislative staff to proactively track upcoming funding opportunities.

APPLICABLE EXPERIENCE: AT A GLANCE

- 5 years of Grant Writing experience, with over \$14,000,000 in funding secured with 24 successful grant proposals.
- 7 years of experience working in local government.
- 3 years of experience as a local government elected official.

- 2 years of experience working in the Oregon State Legislature.

More About Jake:

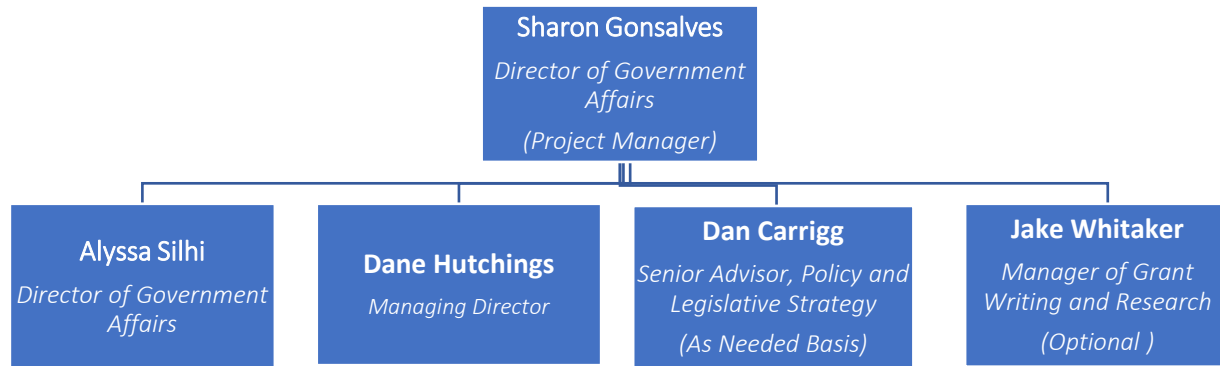
With a proven track record of bringing millions of state and federal dollars for local public agencies, Jake first discovered his passion for grant writing while assisting a colleague with an emergency shelter grant on a tight deadline. Jake's unique ability to tell the story of public agencies and non-profits resulted in several successful and highly competitive grant applications. These awards include the Economic Development Administration's (EDA) Public Works and Economic Adjustment Assistant program, the CA Volunteers AmeriCorps program, the Board of State and Community Corrections' (BSCC) Justice Assistance Grant and Youth Reinvestment Grant, the Bureau of Justice Assistance's (BJA) Justice and Mental Health Collaboration grant and the Swift, Certain, and Fair Supervision grant, and the Office of Emergency Services' (CalOES) Transitional Housing (XH) Program, Elder Abuse (XE) Program, Emergency Shelter (KE) Program, Violence Against Women Vertical Prosecution (VV) Program, and the Victim Advocacy in Detention Facilities (KA) Program.

Jake initially developed his skills as a grant writer working for the Yolo County District Attorney's Office, giving him a strong background in criminal justice funding. He developed a specialization in obtaining funding for programs that provide alternatives to traditional prosecution using restorative justice, enhance services for victims of crime, and address the intersection of poverty, mental health, and addiction with the criminal justice system. After discovering his passion for grant writing, Jake accepted a position with California Consulting to broaden his skillset and gain experience working with a variety of different types of clients. Jake recently joined RPPG's team to begin building a grant writing practice to augment the firm's service offerings, with the goal of providing a highly individualized, client-centric consulting practice.

Jake worked previously as a consultant with numerous municipal governments, including the City of Manteca, the City of Twentynine Palms, the City of Redwood City, the City of La Habra, and the City of Needles. As a member of California Consulting's team, Jake served as the primary point of contact between the firm and the EDA's regional California offices and prepared a comprehensive tutorial for the firm's grant writers on how to prepare applications for infrastructure funding through the Public Works program. He prioritizes high quality service, collaboration, and effective communication in all his consulting work.

Jake has experience preparing grant proposals across a wide range of sectors, including fire department support, wildfire mitigation, public safety, housing, parks and recreation, food insecurity, workforce development, economic development, education, water infrastructure, and transportation infrastructure.

Valley Sanitary District Proposed Organizational Chart



Demonstrated Skills and Client References

We recognize that the needs of all public agencies are not the same. While there are many areas of interest that intersect all public agencies, RPPG is familiar with the nuances of special districts and the policy areas that need to be monitored and could potentially impact operations for your District, including water and environmental quality, infrastructure and public works, and labor and employment. Although the RPPG team has an extensive list of project examples that have been accomplished in the past five years, below is a selection of narrative examples directly attributed to RPPG team members advancing policy and administrative issues of importance on behalf of our clients.

Client: City of Belmont - *(Demonstrated Skills: Legislative and Executive Branch Advocacy, Coalition Building, Client Communications, Stopping Problematic Legislation)*

AB 377 (Rivas) Water quality: impaired waters (City Position: Oppose): As introduced, AB 377 would have required that all surface water in California be swimmable, drinkable, and fishable by 2050. While the intent behind AB 377 is a laudable goal, the cost burden placed on local agency storm water management system would have practically impossible to comply with. The potential cost to the City would have been astronomical. RPPG worked with City staff to draft a detailed policy-specific letter outlining the operational and cost challenges associated with compliance. Furthermore, we engaged directly with the Assembly Appropriations committee consultant in getting San Mateo County specific examples reflected in committee analysis. This played a significant role in stopping the measure from advancing. Below outlines the specific comments

“In San Mateo County, the existing TMDLs for polychlorinated biphenyls (PCBs) and mercury will require capital expenditures of \$750 million to \$1 billion and up to \$50 million annually for operating expenditures. The annual funding gap is \$35 million before implementation of this bill. This bill will likely add hundreds of millions to the costs of compliance.” [Assembly Appropriations Committee Analysis, Dated May 17, 2021].

On May 19, AB 377 was held on the Assembly Appropriations Suspense file.

Client: City of Belmont - (Demonstrated Skills: Developing sponsored legislation, legislative and Executive Advocacy, Coalition Building)

SB 640 (Becker) Transportation Financing: Joint Projects (2021/22 Legislative Session): Since the enactment of Road Repair and Accountability Act of 2017 (SB 1) cities have a new dedicated source of revenue to address their local streets and roads projects. However, under current law, two or more jurisdictions are unable to issue a single bid to address a project of mutual interest (e.g., a throughway that stretches between multiple cities/counties). On behalf of the City of Belmont, RPPG worked with Senator Becker’s office to carry a piece of legislation that would enable more local flexibility of “SB 1” monies by allowing for a joint project submittal as well as a streamlined reporting requirement to ensure accountability and transparency remained intact.

RPPG strategic Advisor, Dan Carrigg drafted the proposed legislation—working with the client directly to ensure the language addressed their needs. Sharon from our team developed the talking points, fact sheet and other support materials and Dane worked to build a coalition of support consisting of the League of California Cities, the American Public Works Association, California Asphalt Pavement Association, and dozens of municipalities across the state to support the measure. SB 640 was signed into law on July 16, 2021.

Contact: Afshin Oskoui, City Manager
Phone Number: 650-595-7408

Client: City of Carlsbad - (Demonstrated Skills: Legislative and Executive Branch Advocacy, Client Communications, Stopping Detrimental Legislation)

AB 500 (Ward) Local Planning: Coastal Development (2021 Legislative Session): Early in the legislative process AB 500 was a bill that would have authorized the California Coastal Commission to facilitate the preservation and creation of housing affordable to lower and moderate-income households in the Coastal Zone. Later, the bill was amended to conduct a study on best practices for developing housing in a coastal zone. Many organizations who were originally oppose, including the City of Carlsbad, went to a neutral position on that version of the bill.

With one week before the end of the legislative session AB 500 was amended once again to require local governments in the coastal zone to amend their coastal programs by January 1, 2024. The timeframe provided in the bill would not allow for a city to properly go through the required process of amending a local coastal program. On behalf of the City of Carlsbad, RPPG worked closely not only with the Senate Governance and Finance but also Senators who represent coastal communities to outline concerns with the policy and timing of the bill. Carlsbad led the opposition testimony on the measure and worked with other stakeholders including the powerful building and construction trades to raise awareness on this issue. On September 9, 2021, AB 500 was placed on the Senate Inactive File and did not advance.

Contact: Jason Haber, Intergovernmental Affairs Manager
Phone Number: 760-434-2958

Client: San Mateo Consolidated Fire Authority (SMCFD) / Central Marin Fire Department -
(Demonstrated Skills: Administrative Advocacy and Negotiations, Coalition Building)

Negotiating CalPERS Public Agency Enrollment: As retirement liabilities continue to crowd out city services, agencies across California are looking for a regional services approach, particularly with fire services. The City of Belmont, Foster City, and San Mateo worked collaboratively at the local level to create the San Mateo County Consolidated Fire Department (SMCFD)—a new joint-powers authority with the intent of saving taxpayer dollars without sacrificing service delivery (or reducing firefighter personnel). The city of Corte Madera and Larkspur did the same (Central Marin Fire Department, CMFD). However, the California Public Employees Retirement System (CalPERS) denied the newly formed agency’s applications to provide retirement services to SMCFD employees. In response to the formal denial, the SMCFD reached out to Dane for assistance. Over several months, Dane worked directly with CalPERS executive leadership including the CEO, Marcie Frost, as well as state and local firefighter unions to successfully broker an agreement that enabled CalPERS to approve both the SMCFD and CMFD for retirement services. These were the first joint-powers authorities approved for retirement services in over 10 years by CalPERS.

Contact: Ann Ritzma (SMCFD)
Phone Number: (415) 244-2782

Client: City of Redwood City - *(Demonstrated Skills: Legislative and Executive Branch Advocacy, Coalition Building, Client Communications, Advancing Sponsored Legislation)*

AB 2553 (Ting) Shelter Crisis (2019-2020 Legislative Session): AB 2553 is a statewide expansion of a limited pilot program (AB 932, Chapter 786, Statutes of 2017) set to expire that would allow all local agencies upon the declaration of a shelter crisis build temporary shelters for their homelessness population. At introduction, the measure was very limited—simply expanding the current program statewide and did not address concerns specific to Redwood City’s community needs. In response, RPPG was successful in working with the Author’s office to expand the measure to include language that permits 24 hour “safe parking” programs for cars and recreational vehicles on land owned or leased by the City without the risk of creating a tenant/landlord relationship. RPPG also worked directly with the Assembly and Senate Housing committee staff as well as the Republican Caucus and the Newsom Administration to garner bipartisan support to include an urgency clause. This increased the vote threshold from a simple majority vote to a two-thirds vote. However, this allowed the legislation to take effect immediately upon the Governor signing the bill.

Given the issue was so critical to Redwood City and the surrounding community, RPPG worked with City staff to engage the community—drafting template “request for signature” letters for different constituencies who were supportive of the bill. These included sample letters customized for specific for local businesses, homeless rights advocates, and community activists.

On September 25, 2020, Governor Newsom signed AB 2553.

Contact: Alex Khojikian, Assistant City Manager
Phone Number: (650) 780-7302

G. Fee Proposal

Based on the anticipated scope of work, RPPG proposes a flat retainer fee for all services outlined in the RFP. This proposed pricing includes all items outlined in the work plan (detailed above), work performed by RPPG primary staff, advisors, and operational/administrative support – including all costs associated with all quarterly (required) FPPC filings. Additionally, we have provided an additional bundled pricing option that includes state and federal grant writing services.

Please note that any pricing options includes a not-to-exceed annual travel budget of \$5,000.00. This is a budgeted set-aside for potential costs associated with travel on behalf of the District—for example air travel and hotel accommodations. No travel related expense shall be made without written client approval.

ITEM NO.	DESCRIPTION	FEES
1.	Legislative advocacy and representation as outlined in scope of work.	\$8,000.00 Flat fee monthly retainer agreement (\$96,000.00 annual)
2.	Bundled package of legislative advocacy and grant writing services which includes guiding the District regarding submissions of state and federal grant requests and assist in preparation, submission, letters of support, and other supporting materials (<i>a reduction of \$6,000.00 annually for standalone grant writing service offering</i>).	\$10,500.00/month bundled (\$2,500.00 additional for bundled service) service (\$126,000.00 annual)
	As needed travel budget not to exceed \$5,000.00. Costs associated with travel include milage at federal per mile rate and overnight expenses if requested to attend in-person council meeting. Note: No expense shall be incurred without direct authorization from client	\$5,000.00 annual

January 12, 2022

To: Christina Gilmore
City of Mountain View

From: Sharon Gonsalves
Renne Public Policy Group

Re: Governor Newsom FY 22-23 State Budget Proposal—Possible Areas of Interest: City of Mountain View

Dear Christina:

The following is a topline summary of the Newsom Administration’s FY 22-23 proposed State budget highlighting specific areas of interest to the City of Mountain View. In addition to the summary below, you will also see occasional line items that have an “*RPPG Note*” referenced. These are specific line items that we have identified based on our “Deep Dive” process where there may be fiscal or policy alignment with the Administration. If there are other areas or line items of interest expressed by Council or department heads, please do not hesitate to reach out to our team to ask questions or request additional information.

On January 10, Governor Newsom presented for nearly three hours on the budget in its entirety. The \$286.4 billion spending plan is an increase of 9% in total. While the projected surplus comes in it at approximately \$45.7 billion the Governor was quick to point out that over half (\$25 billion) has been earmarked through Proposition 98 (\$16.1 billion), Proposition 2 (\$3.9 billion) and various state reserves (\$5.21 billion) leaving approximately \$20.6 billion in discretionary reserves. Similar to his predecessor, Governor Newsom has proposed little in the ways of long-term funding commitments and instead is seeking to bolster current programs and make one-time investments centered around five major themes:

1. Fighting COVID-19 With Science
2. Combating the Climate Crisis
3. Confronting Homelessness
4. Tackling the Cost of Living
5. Keeping our Streets Safe

One notable exception to mostly one-time or short term (multi-year) funding proposals aims to expand full-scope Medi-Cal eligibility to all income-eligible adults aged 26 through 49 regardless of immigration status. Over the last decade, the Medi-Cal program has significantly expanded and changed. This is due in large part to the implementation of the federal Patient Protection and Affordable Care Act as well as California's expansions of Medi-Cal coverage to children, young adults, and adults over 50. The Governor proposes an ongoing \$2.2 billion appropriation with a

target date of no sooner than January 1, 2024, to expand Medi-Cal—making it available to all income-eligible Californians.

Timing

The Administration will work with the State Legislature over the next six months considering the merits of the Governor’s budget proposal—deliberating items through various budget sub committees, the Administration and the Legislature will come to a consensus to adhere to the Constitutional June 15, 2022, deadline to adopt a balanced budget. The Governor will then have until June 30, 2022, to sign the Budget into law. Keep in mind that the “Budget Act” is bound by constitutional restraints as outlined. However, it has become common practice for the Governor and the Legislature to use the Budget Trailer Bill (BTB) process (e.g., a series of smaller—often topic-specific budget bills) that can quickly move anytime through the year to advance both early and late budget action. RPPG will continue to engage and advise on all budget-related matters of interest to the City.

Below is a summary of budget items we felt of most importance to the City that falls within each of these core themes. The Governors “California Blueprint” 22-23 budget proposal can be found [HERE](#).

Fighting COVID-19 With Science

With the rapid increase of the Omicron variant of COVID-19, addressing the impacts of this pandemic continue to be a top funding priority. The focus of the Administration is to keep schools open, protect frontline workers and keep the economy moving.

- \$2.7 billion additional one-time spending to:
 - Ramp up vaccine distribution
 - Bolster COVID testing
 - Increase personnel to combat future surges.
- Specific “request” from the Administration that the Legislature extend pandemic related sick leave now that SB 95 (Skinner) has expired. *[RPPG Note: While not a “budget item, it is highly likely an extension of the now expired SB 95 will span through the fall of 2022]*

Combating the Climate Crisis

Since assuming office, Governor Newsom has pushed aggressive policies and funding to ensure the State of California is a leader in addressing the impacts of global warming.

Fire and Forrest Health:

- **\$1.2 billion in additional spending on forest health and fire protection:** \$800 million General Fund and \$400 million Greenhouse Gas Reduction Fund) over two years to build

on similar commitments in 2021 and sustain critical investments in forest health and fire prevention to continue to reduce the risk of catastrophic wildfires. This includes funding to support resilient forest and landscapes; wildfire fuel breaks; community hardening; regional capacity; science-based management; and economic development of the forest sector.

Drought:

- **\$750 million for drought resilience:** Additional \$750 million one-time General Fund to support drought resilience and response, including water conservation, groundwater recharge, and assistance for small farmers whose needs have grown more acute with extended dry conditions. *[RPPG Note: Funding for water conservation efforts were raised during Dep Dive meetings, RPPG to explore potential opportunities]*
 - Additionally, \$3.725 billion in federal dollars over the next five years to improve local water infrastructure.

Climate:

- **Extreme Heat: \$175 million additional to combat extreme heat. Significant investments include:**
 - \$100 million for urban and community forestry and urban greening to cool communities through expanding tree canopies.
 - \$25 million for community resilience and heat programs to reduce the impacts of extreme heat and the heat island effect.
 - \$25 million to fund community resilience centers program to support vulnerable residents experiencing emergency situations brought about by the climate crisis.
 - \$25 million to accelerate energy-efficient updates to low-income households.
- **Resilience:**
 - **\$325 million to further climate resiliency. Significant investments include:**
 - \$165 million for the Transformative Climate Communities Program.
 - \$135 million to provide direct investments in regional climate collaboratives and resilience planning, implementation, and resilience projects.
 - \$4.7 million for the California Climate Action Corps to help act against climate change.
 - **\$2 billion over two years for clean energy projects. Significant funding includes:**
 - \$380 million for long-duration storage and to support grid resiliency.
 - \$962.4 million for equitable building decarbonization. *[RPPG Note: Funding for building decarbonization efforts were raised during Deep Dive meetings. Senator Becker has also introduced several building decarbonization measures]*

Transportation:

- **\$6.1 billion for Zero-Emission Vehicles and charging infrastructure:** \$3.5 billion General Fund, \$1.5 billion Proposition 98, \$676 million Greenhouse Gas Reduction Fund, and \$383

million Federal Funds) over five years for ZEV acceleration, with a focus on communities that are most impacted.

- **\$935 Million for Heavy-Duty Zero-Emission Vehicles and Supporting Infrastructure:** To add 1,000 zero-emission short-haul (drayage) trucks and 1,700 zero-emission transit buses. *[RPPG Note: We believe there is real funding potential and opportunity for the City of Mountain View. Senator Becker has publicly applauded this specific section of the budget. This may align with the City's Community Shuttle fleet needs, we have and will continue to meet with his team on this item].*
- **\$1.5 billion one-time Proposition 98 General Fund, available over three years, to support school transportation programs:** As noted above, these dollars are directed at greening school bus fleets. Specifically, grants of at least \$500,000 would be available with priority for local educational agencies with high concentrations of low-income students, youth in foster care, and English language learners. *[RPPG Note: Supporting the school district is something that was raised quite a bit during the Deep Dive process. There could be an opportunity for city-school collaboration on this—especially considering MV's progress on the community shuttle program].*
- **10.6 billion in new transportation investments:** 4.5 billion two-year increase of federal infrastructure package for highways, roads, transit, safety and research. Additionally, there is a proposed \$3.3 billion in General Fund for high-priority transit and rail infrastructure. These projects will improve rail and transit connectivity between state and local/regional services and are designed to reduce traffic congestion and greenhouse gas production. Other allocations include:
 - \$750 million General Fund for Active Transportation Program projects, the Highways to Boulevards Pilot, and bicycle and pedestrian safety projects.
 - \$500 million General Fund for grade separation projects that support critical safety improvements and expedite the movement of traffic and rail by separating the vehicle roadway from the rail tracks. *[RPPG Note: Funding for grade separation projects has been identified as a top priority during Deep Dive meetings]*
 - \$400 million General Fund for climate adaptation projects that support resiliency and reduce the risks from climate impacts.

Confronting Homelessness

Homelessness has been a top state priority for several years now and 2022 will be no different. For the 2022/2023 budget, Governor Newsom emphasized the goals of creating 55,000 new homes and treatment beds, focusing on behavioral health, and reducing bureaucratic obstacles to addressing the state's homelessness crisis. The Governor's budget proposal will add \$2 billion in new, one-time funding.

- \$1.5 billion in new funding to support rapid transition to get people off the streets and into behavioral health treatment. *[RPPG Note: We may need more details, but this could be an opportunity to vie for funding that aligns with what P.D. is doing on early intervention to those “frequent flyers”]*
- \$500 million to address homeless encampments. *[RPPG Note: applications for encampment resolution funding via competitive grants for FY21 funding were due December 31. There will be another round of funding available in March of 22’]*
- \$10.6 million annually for three years to continue the Returning Home Well Program to provide transitional housing to parolees at risk of housing insecurity or homelessness.

The Governor also indicated in his presentation that he will “lean into” the conversation about conservatorship reform to expand the judicial branch’s ability to conserve homeless individuals who are experiencing behavioral health issues.

Tackling the Cost of Living

- **\$2 billion in new funding to address Housing:**
 - \$500 million for the Infill Infrastructure Grant Program. *[RPPG Note: Major funding will be available to HCD “pro housing” jurisdictions. As currently designed M.V. is one of only a handful of communities across the state that may be eligible].*
 - \$300 million for the Affordable Housing Sustainable Communities grant program
 - \$100 million for adaptive reuse incentive grants (e.g., structural improvements, plumbing and electrical).
 - \$500 million for Low-Income Housing Tax Credits
 - \$200 million to provide loans to developers for mixed-income rental housing
 - \$200 million for the Portfolio Reinvestment Program to preserve targeted units in downtown-oriented areas
 - \$100 million for the Mobilehome Park Rehabilitation and Resident Ownership Program
- **Economic Development**
 - **I-Hub Relaunch and Expansion:** Allocates \$2.5 million to relaunch the California Innovation Hub program as the “Accelerate California: Inclusive Innovation Hubs program.” This new program will focus on diversity, equity and inclusion in the state’s technology and science-based startup community. Allocates an additional \$20 million over four years to expand the number of iHubs from 10 to 13 in regions throughout the state and provide five \$100,000 grants per iHub to encourage new science and technology-based businesses business in traditionally underserved areas. *[RPPG Note: Given MVs location this could be a great community benefit]*
 - **New Innovation Headquarters Credit:** Offers \$250 million (\$750 million total) in tax credits over three years – in addition to the state’s Research and

Development Credit -- for California headquartered companies investing in activities and technologies that mitigate climate change.

Keeping our Streets Safe

Responding to a significant increase in brazen organized retail thefts nationally, Governor Newsom provided how the state would combat the emergence of coordinated and organized robberies at high-value stores in this year's budget. An investment of \$356 million over the next 3 years include:

- **Bolstering law enforcement and local response**
 - Funding for local enforcement
 - New Smash and Grab Enforcement Unit
 - Deploy more patrols based on real time data
 - Small Business grants to victims
- **Ensuring prosecutors hold perpetrators accountable**
 - New Statewide Organized Theft Team
 - Additional funding to local District Attorney's to prosecute
 - Continue overseeing High Impact Investigation Team to combat gangs.
- **Getting guns and drugs off the Streets**
 - Largest gun buyback program in American
 - Intercepting drugs at the border

Other Areas of Interest Include:

Children and Childcare

- \$5.8 billion for childcare programs, including continued support for the historic multiyear commitment to rate increases, supplemental funding to providers, infrastructure grant program funding, and the eventual expansion of childcare access by 200,000 slots.
- \$25 million for the Child Care Initiative Project to address areas underserved by childcare providers, increase childcare slots, and support providers wanting licensure.
- \$10.6 million for the California Infant and Early Childhood Mental Health Consultation program to support the mental health needs of children, families, and childcare providers.
- \$10 million to expand early literacy efforts by providing multilingual books and early literacy programming for families with young children.
- An additional \$3.4 billion for the Expanded Learning Opportunities Program, which supports summer, before, and after school programs.
- \$4.7 million over three years to continue operation of a helpline that helps deliver services to children, families, and caregivers.

Libraries

- \$5 million to expand the number of library jurisdictions providing summer meal programs for students in low-income communities.
- \$12.8 million and \$1.2 million ongoing to support the digitization of historically and culturally significant materials.
- \$8.8 million increase to support free online job training and educational upskilling programs available through local public libraries.

Parks

- \$50 million for the Department of Parks and Recreation to create new California Cultural and Art Installations in the Parks Program for state and local parks.

California Volunteers

- \$10 million ongoing to expand California’s existing volunteer infrastructure and bolster the statewide Neighbor-to-Neighbor initiative to recruit, train, equip, and organize neighbors to address community needs.
- Permanently continues funding the California Climate Action Corps Program at its existing funding level of \$4.7 million to support its mission of empowering Californians to take meaningful actions to protect their communities against the harshest impacts of climate change.

Community Health

- \$1.7 billion in Care Economy Workforce investments, including funding to recruit and train 25,000 new community health workers, as well as additional psychiatric providers.
- \$350 million to recruit, train, and certify 25,000 new community health workers with specialty certifications in areas that include climate health, homelessness, and dementia. *[RPPG Note: Potential opportunity to outreach and resources specific to the City’s homelessness program].*

Immigrant Assistance, Integration and Talent

- **Immigrant Talent:** \$8.7 million one-time for competitive grants to local governments to build trust with immigrant residents and help immigrant populations navigate state and local services. This funding would help cities and counties seed and deploy best practices in immigrant support services with state-provided technical assistance. *[RPPG Note: Potential opportunity to bolster City’s commitment to diversity and inclusion within the community]*

###

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VSD

**Proposal for
Legislative Advocacy Services**

March 4, 2022

March 4, 2022

Beverli A. Marshall, General Manager
Valley Sanitary District
45-500 Van Buren
Indio, CA 92201

Dear Ms. Marshall:

Thank you for the opportunity for Townsend Public Affairs, Inc. ("TPA") to submit our proposal for Legislative Advocacy Services to the Valley Sanitary District ("District").

Since its inception in 1998, TPA has earned the reputation as **Champions for Better Communities** by providing the experience, resources, and relationships expected from a premier legislative advocacy and grant writing firm while also giving clients the unique brand of customer service they deserve: personal attention, maximum accessibility, and passion for their mission. TPA maintains five offices located in Newport Beach, Sacramento, Washington DC, Oakland, and Fresno.

Our strategic approach to advocacy and funding is tailored to meet the individual needs of each client by leveraging the breadth and depth of our team as well as our vast network of relationships with key stakeholders and decision makers.

Utilizing this method on behalf of our clients, TPA has shepherded over 100 legislative and regulatory proposals into law, and secured over \$2.2 billion in grants from state, federal, and local government agencies as well as nonprofit foundations and private companies.

Thank you again for your interest in our firm and your consideration of this proposal. If selected, TPA will provide the insurance and indemnification required per the Professional service agreement attached to this RFP. This proposal is firm for 90 days after March 4, 2022. Please contact us if you have any questions or need additional information. We would be honored to serve the Valley Sanitary District.



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For any questions or follow up regarding this proposal please contact:

Cori Takkinen, Vice President
1401 Dove Street, Suite 330,
Newport Beach, CA 92660
(949) 623-2565
ctakkinen@townsendpa.com

Yours truly,



Christopher Townsend
President
1401 Dove Street, Suite 330,
Newport Beach, CA 92660
(949) 399-9050
christophertownsend@townsendpa.com

ABOUT TPA

TPA is a state legislative advocacy and grant writing firm that provides lobbying and funding services to public agencies and nonprofit organizations throughout California.

- Founder/Owner/President: Christopher Townsend
- Advocacy Success: Shepherded **over 100** client-sponsored legislative proposals into law
- Funding Success: Over **\$2.2 billion** in state, federal, and local government grants as well as grants from nonprofit organizations and private companies
- Longevity: 24 years (founded in 1998)
- Number of Employees: 17
- Number of Registered State and Federal Lobbyists and Grant Writers: 14
- Number of Offices: Five
 - TPA State Capitol Office, Sacramento
 - TPA Federal Office, Washington, DC
 - TPA Northern California Office, Oakland
 - TPA Central California Office, Fresno
 - TPA Southern California Office, Newport Beach
- Types of Clients:
 - Water and Sanitation Districts
 - City Governments
 - County Governments
 - Transportation Districts
 - K-12 School Districts
 - Community College Districts
 - Parks and Recreation Districts
 - Fire Protection Districts
 - Museums, Science Centers, and Cultural Facilities
- Areas of Specialization:
 - Water and Sanitation Policy and Infrastructure
 - Local Governance (Cities, Counties, Special Districts)
 - Transportation Policy and Infrastructure
 - Education Policy and Infrastructure
 - Housing and Economic Development
 - Parks and Community Facilities (Recreational, Cultural, Historical)
 - Energy, Environment, and Natural Resources
 - Public Safety
 - Budget and Finance
- Ranking by Revenue Reported to the California Secretary of State:
 - 8th of 486 Firms Registered for the 2021 Calendar Year
 - 98th Percentile



LEGISLATIVE ADVOCACY ACHIEVEMENTS

Policy Sector	Issue	Description
Water and Sanitation	Water Quality	<ul style="list-style-type: none"> • Drinking Water Public Health Regulations • Groundwater Pollution Liability • Groundwater Management Plans • Direct/Indirect Potable Reuse
	Water Infrastructure	<ul style="list-style-type: none"> • State Bond Funding for Water Projects • Local Reliability Projects • Water Conservation Programs
	Sanitation Infrastructure	<ul style="list-style-type: none"> • Integrated Regional Watershed Projects • Advanced Water Treatment Facilities
Local Governance	Local Control and Finance	<ul style="list-style-type: none"> • Public Facilities and Finance • Public Employee Programs • Contractual Assessment Programs • Infrastructure Financing Opportunities
	Public Employee Benefits	<ul style="list-style-type: none"> • PEPRA Compliance • JPA Benefits • Medical Benefits Vesting
	Cannabis	<ul style="list-style-type: none"> • Drafting Local and State Cannabis Regulations • Local Control
Transportation	Local Streets and Roads	<ul style="list-style-type: none"> • State Highway Relinquishments • Local Venue Signage on State Highways
	State Highway System	<ul style="list-style-type: none"> • State Bond Funding for Highway Projects • Expansion of Toll Lanes/Toll Roads
Housing and Community Development	Affordable Housing	<ul style="list-style-type: none"> • Developing Funding for Affordable Housing • Expanding Affordable Housing Eligibility
	Economic Development	<ul style="list-style-type: none"> • Capital Investment Incentive Program Expansion • Enterprise Zone Program Regulations • Military Base Re-Use Land Planning
	Redevelopment	<ul style="list-style-type: none"> • Agency Dissolution Process • Developing Post-RDA Funding Sources • State Liability Reduction
Recreation and Natural Resources	Park Facilities	<ul style="list-style-type: none"> • Joint-Use Projects with Schools Districts • State Bond Funding for Local Park Projects (Propositions 11, 68, and 84)
	Greenhouse Gas Reduction	<ul style="list-style-type: none"> • TOD Housing to Support Cap and Trade Objectives • Increase Transit Accessibility for Active Transportation
Cultural and Historical Resources	Cultural Facilities	<ul style="list-style-type: none"> • CA Cultural and Historical Endowment • CA Nature Education Facilities Program
Public Safety	Public Health	<ul style="list-style-type: none"> • Air Pollution Reduction Methods • Treatment of the Remains of a Deceased • Veteran Resources
	Crime Reduction	<ul style="list-style-type: none"> • Sex Trafficking Control • Gun Control
	Local Law Enforcement	<ul style="list-style-type: none"> • Increasing Local Police Presence/COPS • Police Body Cameras • Regional Public Safety Task Force Initiatives
Education	Community College Districts	<ul style="list-style-type: none"> • Veterans Resources • Alternative Energy Job Training • ADA Reform
	K-12 School Districts	<ul style="list-style-type: none"> • K-12 Safety Planning Programs • Joint Use Projects with Civic Agencies
	School Facilities	<ul style="list-style-type: none"> • Charter School Facilities Funding • Community College Facilities Funding • K-12 School District Facilities Funding

A DETAILED SCHEDULE OF OUR STATE LEGISLATIVE ADVOCACY ACHIEVEMENTS CAN BE PROVIDED UPON REQUEST

FY 2021-22 STATE BUDGET EARMARKS

This table provides an overview of the budget earmarks that TPA secured on behalf of our clients in the State Budget for FY 2021-22. TPA strategized with our clients to identify priority projects and transform them into budget requests. TPA then worked closely and diligently with Members of the Assembly and Senate, their Budget Committees, the Governor’s Administration, and other key stakeholders to ensure our client projects were included in the final official budget.

Client Name	Project	Amount Awarded
City of Costa Mesa	Regional Fire and Rescue Facility Improvements	\$2,500,000
City of Del Mar	Del Mar Fairgrounds Operating Shortfall	\$3,500,000
City of Emeryville	Affordable Housing Site Remediation	\$2,500,000
City of Farmersville	Fire Engine Acquisition	\$750,000
City of Fremont	Mission Blvd Interchange Modernization Project	\$7,200,000
City of Fullerton	Hunt Library Restoration	\$2,750,000
	Homelessness Recuperative Center	\$4,000,000
City of Half Moon Bay	Carter Park Renovation Project	\$4,750,000
City of Hayward	Hayward Navigation Center	\$662,000
	South Hayward Youth Family Center Project	\$1,000,000
City of Irvine	Bommer Canyon Fire Prevention Efforts	\$1,000,000
City of Lafayette	Safe Pathway for Children Trail	\$238,000
City of Modesto	Infrastructure Improvements to County Islands	\$5,000,000
City of Oakland	Oakland Fund for Public Innovation for the California Entrepreneurship Capital in the Community Initiative	\$8,000,000
	Local Jurisdiction Assistance for Cannabis Equity Program	\$9,905,020
	Oakland MACRO Project	\$10,000,000
	Port of Oakland Freight and Passenger Infrastructure Enhancements	\$280,000,000
City of Pismo Beach	Public Safety Communications Equipment	\$470,000
City of Reedley	Olson/Kings River Sewer Main Replacement	\$2,800,000
City of San Leandro	Memorial Park Rehabilitation Project	\$2,750,000
City of San Pablo	Alternative Policing and Mental Health Program	\$2,000,000
City of Santa Ana	Youth Facilities Improvements	\$4,000,000
City of South San Francisco	Vehicle License Fee Adjustment	\$3,000,000
City of Tracy	Multi-Generational Recreation Center	\$5,000,000
City of Tustin	New Emergency Backup Generator	\$1,500,000
Discovery Science Foundation	Discovery Cube of Orange County Re-Opening Operating Expenses	\$2,040,000
	Discovery Cube of Los Angeles Re-opening Operating Expenses	\$2,600,000
North Orange County Public Safety Task Force	North Orange County Public Safety and Homelessness Task Force Program Extension	\$7,800,000
TOTAL FY 2021-22 STATE BUDGET EARMARKS		\$377,715,020



FY 2019-20 STATE BUDGET EARMARKS

This table provides an overview of the budget earmarks that TPA secured on behalf of our clients in the State Budget for FY 2019-20. TPA strategized with our clients to identify priority projects and transform them into budget requests. TPA then worked closely and diligently with Members of the Assembly and Senate, their Budget Committees, the Governor's Administration, and other key stakeholders to ensure our client projects were included in the final official budget.

Client Name	Project	Amount Awarded
Discovery Cube of Orange County	Property Acquisition/Parking Structure	\$10,000,000
City of Selma	Storm Drain, Storage, and Recharge	\$1,500,000
City of Dinuba	Water Well Replacement	\$1,000,000
City of Agoura Hills	Stormwater Treatment Project	\$1,000,000
City of Avalon	Underground Fuel Tank Removal and Replacement	\$500,000
City of Buena Park	Historical Facilities Renovations	\$500,000
City of Costa Mesa	Lions Community Park	\$1,000,000
City of Huntington Beach	Multi-Use Blufftop Path	\$1,700,000
City of Laguna Beach	Laguna Canyon Road Fuel Modification	\$1,000
City of Oakland	Public Safety Projects	\$4,000,000
	Bus Services	\$1,000,000
Discovery Cube of Los Angeles	Natural Resources Pavilion	\$5,000,000
East Contra Costa Fire Protection District	Equipment, Vehicles, and Facilities Acquisitions and Improvements	\$500,000
North County Transit District	Del Mar Bluffs Stabilization Project	\$6,130,000
Tri Valley Cities Coalition	Dublin Sports Grounds All-Abilities Playground	\$1,400,000
TOTAL FY 2019-20 STATE BUDGET EARMARKS		\$36,230,000

CUMULATIVE TOTAL OF STATE BUDGET EARMARKS FOR FY 2019-20 AND FY 2021-22:

\$413,945,020



PROJECT TEAM INFORMATION

TPA uses a strategic and comprehensive approach to legislative advocacy that will be tailored to meet the specific needs of the District. With a team of 14 registered lobbyists, TPA has the breadth and depth of experience AND the ability to deploy as many lobbyists as needed to maximize success for the District. The proposed team for this engagement:

Christopher Townsend
Strategic Advisor

Cori Takkinen
Project Support

Casey Elliott
Project Support

Eric O'Donnell
Project Manager

Carly Shelby
Legislative Support

The resumes for the proposed team are on the following pages.





Christopher Townsend, President: Christopher founded TPA in 1998 and has 40 years of experience in public affairs, legislative advocacy, and grant writing. Christopher and TPA have represented over 315 clients, including 235 local public agencies, such as cities, counties, transportation agencies, water and sanitation districts, elementary and secondary school districts, community college districts, park and recreation districts, and other special districts, as well as nonprofit organizations.

Townsend Public Affairs, Inc.

President

1998-Present

Christopher provides leadership to a team of 14 advocates and grant writers while managing the development and implementation of strategies for the agendas of each client. His achievements include:

- Under Christopher's leadership, TPA has become one of the most successful advocacy firms in California (and is continually recognized as a "top ten" firm registered with the California Secretary of State) while still providing the personalized attention and focus of a small boutique firm.
- Under Christopher's leadership, TPA has shepherded **over 100** legislative and regulatory proposals into law over a wide range of policy areas, including local governance, water and sanitation, transportation, housing and economic development, parks and natural resources, historical and cultural resources, elementary and secondary education, higher education, and public safety. The bipartisan capabilities of the firm are evidenced by legislative and funding successes over the tenure of several federal and state administrations, including: President Bill Clinton, George W. Bush, Barack Obama, Donald Trump, and Governors Pete Wilson, Gray Davis, Arnold Schwarzenegger, Jerry Brown, and Gavin Newsom.
- Christopher and his team have secured over **\$2.2 billion** in local, regional, state, and federal government grants as well as private and nonprofit grants for a multitude of legacy projects in the policy sectors of water and sanitation, transportation, education, housing and economic development, parks and natural resources, historical and cultural resources, and public safety.
- Christopher and TPA have participated in the development and implementation of several California bond propositions for the statewide ballot to provide capital funding for major infrastructure projects, including water and sanitation, transportation, education, housing and economic development, parks and natural resources, and historical and cultural resources, including Propositions 1, 1B, 1C, 1D, 1E, 12, 13, 14, 40, 47, 50, 55, 68 and 84. Most recently, Christopher worked closely with the State Legislature and the Governor's office on the drafting of SB 5 (De Leon), which authorized a **\$4 billion** park and water bond that was approved on the November 2018 statewide ballot as Proposition 68.
- In 1999, Christopher was appointed by Assembly Speaker Antonio Villaraigosa to serve on the Speaker's Commission on State and Local Government Finance.

- In 1997, Christopher was appointed by Assembly Speaker Cruz Bustamante to serve on the California Film Commission.

PepsiCo/Taco Bell Corp., Irvine, CA
Senior Director, Government & Community Affairs 1992-1998

Christopher managed and directed government and media relations, crisis management, internal communications, and marketing publicity. Christopher also managed the political action committee for state and federal political races. Additionally, Christopher managed community relations initiatives, corporate philanthropy, and the Taco Bell Foundation.

Stein-Brief Group, Inc., Dana Point, CA
Vice President, Public Affairs 1982-1992

Christopher directed government, community, and media relations at the level, state, and federal levels, including the management of all political, civic, charitable, and cultural activities. Christopher provided land-use planning and entitlement process analysis for domestic and international projects. Christopher also managed activities with numerous state and federal agencies to ensure compliance with all applicable laws and regulations governing land use. Finally, Christopher created and directed a political action committee that supported various local, state, and federal candidates and ballot initiatives.

JFK School of Government, Harvard University, Cambridge, MA
Master of Public Administration 1991

Claremont McKenna College, Claremont, CA
Bachelor of Arts, Political Science, Magna cum Laude, Political Science Honors Prize 1982

Coro Fellow
Southern California 1981

Harry S Truman Scholar
California 1980





Casey Elliott, Vice President: Casey brings 20 years of legislative and public policy experience to TPA. Casey develops and implements legislative strategies for local public agency clients throughout California. Casey maintains relationships with key members and staff of the State Legislature, the Administration, and select state agencies. Casey has expertise in the policy sectors of municipal finance, budget, redevelopment, education, local governance, water resources, parks and recreation, and cultural resources.

Townsend Public Affairs, Inc.

Vice President

2006-Present

As Vice President, Casey oversees a team of 13 TPA lobbyists registered with the California Secretary of State. Casey provides timely expert analysis of legislative and budget proposals introduced each legislative session for their potential effect on TPA clients. Some of Casey's accomplishments include:

- Working with the City of Oakland and the City of Santa Ana, Casey helped advance legislation and state budget requests to secure funding for California's largest cities to help address issues surrounding homelessness. These efforts culminated in the creation of the Homeless Emergency Aid Program (HEAP). Approved as part of the 2018 state budget, HEAP provided a \$500 million block grant program designed to provide direct assistance to cities and counties to address the homelessness crisis. HEAP contained a specific pot of funding for large cities, including a **combined \$12.3 million for Oakland and Santa Ana.**

Building on the success of the HEAP program, in 2019 the State Budget created the Homeless Housing, Assistance and Prevention (HHAP) Grant Program, a \$650 million grant that provides local jurisdictions with funds to support regional coordination and expand or develop local capacity to address their immediate homelessness challenges. The HHAP program maintained dedicated funding for California's largest cities, including a **combined \$28.1 million for the cities of Oakland and Santa Ana.**

- Casey worked closely with the City of Lafayette to establish a small business assistance program to help local businesses and non-profits lessen the economic impacts from the coronavirus. Casey was able to work with the City to promote the program, work directly with program participants to connect them with available state and federal resources, and work with businesses to secure funding. Ultimately, the small business assistance program worked with nearly 100 small businesses, which employed nearly 400 workers, and were able to secure **over \$1.5 million in direct funding for the businesses.**
- Through his work with the Department of Finance, the Legislature, and the Office of the Governor, Casey has been able to lessen the impact of RDA dissolution on TPA clients. Specific outcomes include: having over **\$35 million** in projects in Santa Ana, Lafayette, Brea, and Hayward recognized as enforceable obligations; facilitating accelerated transfer of former RDA assets in Buena Park to allow for new development; and the passage of legislation to allow expenditure of certain development agency bond proceeds.
- Casey helped the Newhall County Water District co-sponsor SB 634 (Wilk) which established a new water district to serve as the primary water wholesaler and retailer for the Santa Clarita Valley. Casey coordinated efforts with the other impacted water



agencies and stakeholders to develop a coalition of local support for the legislation. The legislation, which contained the enabling act for the new district as well as provisions that allowed for a modified LAFCO process, was approved by the Legislature and signed into law by Governor Brown.

- Casey helped the Rancho Santiago Community College District and Coast Community College District secure over **\$68 million** in funding through the State Budget for three capital outlay facilities projects. Casey worked with the districts' legislative delegation, budget committee staff, and the Community College Chancellor's Office to advocate for the priority budget items, including having the projects recommended for funding by the Board of Governors of the California Community Colleges. The funding for these three projects will allow for the design and construction of three new buildings that will provide state of the art learning environments for community college students in Orange County.

Assemblyman Tom Umberg

Legislative Assistant

2006

Casey managed legislation for the Member, including education, workers' compensation, and school facilities measures. Casey staffed the Member on the Assembly Education committee. He also worked closely with legislative staff, committee consultants, state agencies, and interested parties on legislation. In addition, he advised the Member and Chief of Staff on pending legislation.

Secretary of State

Legislative Coordinator

2005-2006

Casey briefed the Secretary of State and senior staff members on legislation affecting the agency. Casey worked with Division Chiefs, senior staff members, and the Secretary of State to develop legislative positions for the agency. Casey also worked with Department of Finance, state agencies, and other interested parties on issues that affected the Secretary of State. In addition, he researched and drafted legislative proposals for the agency.

Secretary of State

Legislative Analyst

2003-2005

Casey assisted in the research and development of legislation. In addition, Casey worked closely with the State Legislature, Governor's Office staff, committee consultants, Department of Finance, state agencies, and other interested parties on issues that affected the Secretary of State. Some of Casey's special projects included staffing various taskforces, assisting in the development of spending plans for legislatively mandated programs, and election-night support.

Office of the Governor

Senior Legislative Assistant

2000-2003

Casey chaptered all bills that the Governor signed and he processed all vetoed measures. Casey worked closely with the Secretary of State, Chief Clerk of the Assembly, and the Secretary of the Senate throughout the bill chaptering process. Casey also supervised a staff of 10 personnel during the creation and assembly of up to 1500 bill files presented to the Governor.

University of California, Davis

Bachelor of Arts, Political Science

2000





Cori Takkinen, Vice President: Cori brings 12 years of legislative advocacy and public policy experience to TPA. Cori has extensive experience writing grants for various local, regional, state, and federal opportunities. Cori has expertise in the policy sectors of transportation, water resources, infrastructure, sanitation, local governance, parks and recreation, and economic development.

Townsend Public Affairs, Inc.

Vice President

2011-Present

Throughout her tenure at TPA, Cori has been responsible for securing millions in competitive grant funds for local public agency clients. In addition to her expertise on municipal and water infrastructure issues, Cori has a strong network of relationships with State Legislators, key staff, and various state agencies. Some of Cori's accomplishments include the following:

- Cori worked with the City of Santa Ana to secure a direct funding allocation in the FY 2018-19 State Budget in the amount of **\$4 million** to upgrade water infrastructure within the City. TPA worked with the City's legislative delegation, staff from the Assembly and Senate Budget Committees, and the Department of Finance to ensure funding was included in the State Budget for this critical project to allow the City's water customers to have real-time access to their water usage, which will help facilitate water conservation and reduce customers' utility bills.
- Cori worked with the Orange County Water District and the Orange County Sanitation District to sponsor AB 2022 (Gordon). The bill allowed for limited bottling of the highly treated and recycled GWRS water for educational purposes. The bill was the first legislation in the nation that allowed for the direct bottling of advanced treated recycled water. TPA secured bi-partisan support for the legislation and it was signed into law.
- In the FY 2019-20 State Budget, Cori worked with 5 municipal clients and 1 nonprofit client to secure **\$20.2 million** in budget earmarks for priority projects, including funding for a stormwater treatment facility, historical renovations, park and trail improvements, fire prevention, and children's science education.
- Leveraging relationships with the State Legislature, Cori secured an earmark in the FY17-18 State Budget in the amount of **\$20 million** to form the North Orange County Public Safety Task Force. This Task Force will serve six TPA clients: the cities of Anaheim, Brea, Buena Park, Fullerton, Placentia, and Stanton. These cities will be able to facilitate regional collaborative efforts to combat homelessness, youth violence, and other critical public safety issues in the region.
- Worked closely with the State Legislature and Administration on the development and implementation of **Proposition 68, the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018**. Cori worked in support of a variety of clients to create specific funding opportunities to achieve desired results. In addition to securing funding opportunities for municipalities, Cori's efforts with Proposition 68 resulted in **\$4.8 million** to fund a conservation program at West Coyote Hills in Fullerton as well as **\$3.46 million** to fund science education at the Discovery Cube Orange County.



- Cori has been actively engaged in State fire prevention legislation to reduce the risk of fires caused by above ground utilities as well as to provide opportunities for local jurisdictions located in high fire hazard severity zones to receive priority for fire mitigation measures.
- Cori worked with the City of Brea to secure over **\$10 million** from local, state, and federal sources for the Tracks at Brea project. The project is a four-mile multi-use rail to trail project that will traverse the City. Funding sources include: the US Environmental Protection Agency, California Natural Resources Agency, Strategic Growth Council, California Transportation Commission, and the Southern California Association of Governments.

County of Orange, Board of Supervisors

Policy Advisor for Supervisor John Moorlach 2010

Cori served as a policy advisor for, then-County of Orange Supervisor (and who is now a Senator in the State Legislature). Cori was responsible for research, analysis, and subsequent recommendations of all policy issues relating to Orange County Public Works as well as state and federal legislation. Cori served as a liaison between the Supervisor and County staff, constituents, and community groups.

Tom Campbell for US Senate Campaign 2010

Chapman University, Orange, CA
Master of Public Administration 2014

Claremont McKenna College, Claremont, CA
Bachelor of Arts Economics and Government with Leadership Sequence 2011



Eric O'Donnell, Senior Associate: Eric brings six years of experience in local governance and grant writing to TPA. Eric has been responsible for major grant awards on behalf of public agency clients. Eric has a strong network with both staff and members of the state and federal legislatures as well as relationships with local Southern California municipalities. Eric has expertise in the policy sectors of wastewater, water resources, natural resources, local governance, parks and recreation, and transportation.

Townsend Public Affairs, Inc.
Senior Associate

2015-Present

Since joining TPA, Eric has worked with numerous public agencies to secure grant funding for water and sanitation policy and infrastructure, natural resources, and parks and recreation. Some of his accomplishments include:

- Possesses Drinking Water Distribution Operator (D1) and Drinking Water Treatment Operator (T1) certifications from the State Water Resources Control Board.
- Eric worked with the Orange County Sanitation District to secure a **\$1 million** grant award from the Department of Water Resources' Integrated Regional Water Management Grant Program to replace a critical sewer line. Eric worked closely with staff at the Orange County Sanitation District, the Department of Water Resources, and the Santa Ana Watershed Project Authority throughout the development and implementation of the grant program.
- Eric worked with the City of Avalon to secure a direct funding allocation in the FY 2019-20 State Budget in the amount of **\$500,000** to remove and replace single-walled underground fuel storage tanks with safer and more durable double-walled underground fuel storage tanks. Eric worked closely with the City's legislative delegation as well as legislative staff from the Assembly and Senate Budget Committees as well as the Speaker and Senate Pro Tem's offices to ensure that the funding was included in the FY 19-20 State Budget for the City of Avalon to complete this critical environmental protection project. This funding will allow the City's marine fuel dock in the harbor to continue operating and will provide a critical resource for the community.
- Eric helped the East Orange County Water District secure a **\$500,000** grant from the Drought Response Program, administered by the U.S. Bureau of Reclamation. The funding allowed East Orange County Water District to construct a new drinking water well in order to provide safe, clean, and affordable drinking water to the District's retail customers. Due to the prevalence of PFAS/PFOA in existing groundwater resources, the District needed new sources of reliable and affordable drinking water.
- Eric was critical in facilitating a resolution to a Redevelopment Dissolution related issue for the City of Stanton that resulted in the City receiving **over \$2.1 million** in loan repayment. Eric worked closely with the City, the City's legislative delegation, and executive staff from the Department of Finance to identify a solution. The favorable resolution resulted in the Department of Finance approving a previously denied line item on the City's Recognized Obligation Payments Schedule (ROPS), thus awarding the City a loan repayment.

- Eric helped the City of Fountain Valley secure a **\$226,000** grant from the Active Transportation Program, administered by the Southern California Association of Governments and the California Transportation Commission. The funding allowed the City to build ADA accessible pedestrian curb ramps within neighborhoods that are located near five elementary and middle schools in the Fountain Valley School District and the Ocean View School District. The project will provide greater mobility for the public and improve the safety of the City’s routes to local schools.

City of Brea
Community Services Senior Leader 2009-2015

Chapman University, Orange, CA
Masters of Public Administration 2020

California State University, Fullerton
Bachelor of Arts, Business Administration, General Management 2014



Carly Shelby, Legislative Associate: Carly brings over three years of government affairs experience to TPA. Carly has state legislative experience in areas such as water, solid waste and recycling, revenue and taxation, housing and land use, community services, pension reform, and budget. Carly has strong relationships with legislative committee staff, members of the legislature, and cities.

Townsend Public Affairs, Inc.

Legislative Associate

2021 – Present

Since joining TPA, Carly has worked with clients to develop their legislative advocacy agenda in Sacramento. Some of her work includes:

- Carly has worked to build advocacy tools for clients such as legislative tracking matrices, policy issue summaries, and fact sheets. These tools allow clients to develop a successful advocacy strategy to achieve positive government actions in Sacramento.
- Carly has provided expert analysis and feedback on a variety of policy issues for our clients. She has written letters and official correspondence to bring client concerns to the attention of decision makers in Sacramento while helping navigate the legislative process.

League of California Cities

Legislative and Policy Development Assistant

2017-2020

Carly was responsible for analyzing legislation and developing strategic policy positions to benefit cities throughout California. Carly also maintained stakeholder relations with various government agencies and government-proxy organizations to implement policy agendas crucial to local government clients.

Press Office of Assembly Speaker Anthony Rendon

Press Intern

2017

Carly worked for Assembly Speaker Anthony Rendon and was responsible for maintaining communications between the legislature and major news outlets as well as communicating the Speaker and Democratic Caucus' policy agendas.

The California Building Industry Association (CBIA)

Government Affairs Intern

2016

Carly worked to implement CBIA's policy agenda with emphasis on the issue areas of housing and land use. Carly also provided strategic campaign support on the CBIA sponsored school bond initiative.

California State University, Sacramento

Bachelor of Arts, Political Science

2021



PROJECT UNDERSTANDING & INNOVATION

TPA's lobbying philosophy is centered around three essential characteristics. We believe these characteristics are key to successfully advancing the policy issues of local public agencies. These characteristics are at the center of our approach to providing legislative advocacy services:

1. Strong Partnership Between Client and Advocate

Strong working partnerships between an advocate and their client is essential to successful advocacy. In a strong working partnership, the advocate understands the client's goals and priorities, and the client understands their advocate's abilities. In working together, the client can be confident their advocate will develop and implement a strategy that will accomplish their goals, while working as an extension of their staff, minimizing the burden on the client and maximizing success.

2. Proactive, Not Reactive

TPA believes in strategic planning to best achieve the objectives of the client. Strategic planning also allows for the client and advocate to work "as one," in order to be nimble and efficient to seize new opportunities that present themselves throughout the process.

3. Continuous Contact and Education

TPA strives to continually educate our extensive network of key stakeholders and decision makers regarding our client's agendas. TPA develops quick briefing documents, that are easy to digest, with graphics and photos, explaining our client's priorities and identifying key support for these priorities across various constituencies. This continuing education all is essential in securing support to transform our client's vision into legacy.

TPA has the knowledge and experience necessary to represent the VSD in Sacramento. Specifically, TPA's experience representing wastewater agencies in Sacramento as well as other public utility agencies and municipalities makes us uniquely qualified to advocate on priority issues for VSD including but not limited to: wastewater collection and treatment, water recycling, environmental stewardship, environmental review (CEQA), occupational health and safety, finance, and related state budget and funding issues. TPA also works closely with major statewide associations of interest to VSD to advance legislative and regulatory items throughout the legislative session including but not limited to the California Association of Sanitation Agencies (CASA), the California Special District's Association (CSDA), and the Association of California Water Agencies (ACWA).

Every legislative session, TPA is on the front lines of major wastewater, water, climate change, and other relevant issues through advocating for the reduction of redundant or burdensome directives, the increase of funding opportunities, and common-sense approaches to implementing the State's water and wastewater management and climate change priorities. TPA has been successful in achieving legislative victories for our clients in these realms throughout our 24 years.



WORK PLAN/SCOPE OF WORK

TPA will utilize the following strategic and comprehensive approach to provide legislative advocacy services to the District:

- **Conduct Detailed Orientation:** TPA utilizes a comprehensive onboarding process that includes extensive meetings with various relevant members of District leadership and key District departments to help develop a strategic plan that is carefully tailored to satisfy the needs of the District, as well as designed for maximum success in the current political climate and funding environment.
- **Develop Legislative Strategy:** Utilizing the information gathered during the onboarding process, TPA will coordinate with the District to develop an official legislative platform and strategy that represents the District's priorities in Sacramento. This blueprint will be shared with key stakeholders in the State Legislature and Governor's Administration.
- **Implement the Legislative Strategy:** TPA will advocate for the District's legislative agenda utilizing the following methods:
 - **Build and Strengthen Relevant Relationships:** TPA has cultivated a network of valuable relationships that will be leveraged to promote the District's legislative agenda. **(RFP Section 2 – Scope of Services, Page 4, Bullet 5)**
 - **Leverage Relationships for Strategic Advocacy Plan:** TPA will engage various techniques to leverage our network of key relationships on behalf of the District **(RFP Section 2 – Scope of Services, Page 4, Bullet 4):**
 - Schedule meetings for the District to discuss relevant legislation
 - Prepare all briefing materials and talking points for the District
 - Brief legislative offices and stakeholders on the District's legislative agenda
 - Follow-up on meetings to ensure commitments and deliverables are being met
 - **Coordinate Advocacy Trips:** TPA will work with the District to coordinate advocacy trips to Sacramento to meet with the District's legislative delegation, as well as legislators that serve on committees relevant to the District's agenda. Furthermore, whenever possible, TPA will also schedule site visits by legislators to the District.
 - **Track Legislation:** TPA will identify, analyze, and monitor all bill introductions and amendments relevant to the District's legislative platform and assess their potential impact on the District. **(RFP Section 2 – Scope of Services, Page 4, Bullet 1 & 2)**
 - **Craft Testimony and Position Letters:** TPA will prepare and submit written and verbal testimony regarding legislation relevant to the District. TPA will also draft and deliver position letters to legislators and key officials on specific bill language.



- **Draft Bill Language:** TPA will draft language and amendments for relevant legislation, as required to protect and promote the District’s agenda.
- **State Budget Funding Opportunities:** In an effort to maximize state funding, TPA will work with the District to identify projects and other funding priorities that may be suitable for funding through the State Budget. TPA will coordinate with the District to develop supporting materials for the budget request. TPA will also work with members of the District’s state legislative delegation, along with the Assembly and Senate Budget Committees, to gain support for the inclusion of the District’s project in the final State Budget approved by the Legislature. **(RFP Section 2 – Scope of Services, Page 4, Bullet 3)**
- **Provide Progress Reports:** TPA will confer regularly with the District on our activities. TPA will provide timely electronic reports on the status of all legislative activity, such as bill language, amendments, and committee analyses. In addition to written reports, TPA will be available to the District for conference calls, in-person briefings, and meetings.
- **Prepare and File Lobbying Disclosure Reports:** TPA will prepare and file, on behalf of the District, all applicable state lobbying disclosure reports.



SUB-CONSULTANT & WORK BY OTHERS

TPA does not use sub-consultants and will not utilize anyone outside of the firm for work on this project.



RELEVANT EXPERIENCE AND REFERENCES

Client: Orange County Sanitation District

Contact: Jim Herberg

Phone Number: (714) 593-7110

Address: 10844 Ellis Ave, Fountain Valley, CA 92708

Project Description: TPA sponsored AB 2022 (Gordon) on behalf of the Orange County Water District and the Orange County Sanitation District to promote the Groundwater Replenishment System (GWRS) project. The bill allowed for limited bottling of the highly treated and recycled GWRS water for educational purposes. The bill was the first legislation in the nation that allowed for the direct bottling of advanced treated recycled water. TPA worked closely with the Governor's Office, Assembly and Senate policy committees, and the State Water Resources Control Board to address many concerns with the direct bottling of GWRS water. TPA was ultimately able to secure bi-partisan support for the legislation and it was signed into law.

Description Of Services: TPA provides State advocacy services for the Orange County Sanitation District, which includes running sponsored bills like AB 2022 (Gordon, 2016) in Sacramento. Ongoing retainer from 2001 to present - \$6000 per month.

Total Value Of Services Provided: TPA has secured over \$2.2 million on their behalf.

Consultant's Project Manager: Cori Takkinen and Eric O'Donnell

Key Personnel Involved: Cori Takkinen, Eric O'Donnell, Casey Elliott

Sub Consultant Employed: None

Client: Santa Clarita Valley Water Agency (Formerly Newhall County Water District)

Contact: Steve Cole

Phone Number: (661) 297-1600

Address: 23780 Pine Street, Newhall, CA 91321

Project Description: TPA helped the Newhall County Water District co-sponsor SB 634 (Wilk) which established a new water district to serve as the primary water wholesaler and retailer for the Santa Clarita Valley. TPA coordinated efforts with then-Newhall County Water District, other impacted water agencies, and stakeholders to develop a coalition of local support for the legislation. The legislation, which contained the enabling act for the new district (Santa Clarita Valley Water Agency) as well as provisions that allowed for a modified LAFCO process, was approved by the Legislature, and signed into law by Governor Brown.

Description Of Services: TPA provided State advocacy services to Newhall County Water District until the signing of SB 634 (Wilk) in 2018 which dissolved them as an agency. Ongoing retainer from 2012 - 2018 - \$4000 per month.

Total Value Of Services Provided: TPA worked with the District to consolidate Newhall County Water District into Santa Clarita Valley Water District. The legislation was signed into law the first year it was introduced.

Consultant's Project Manager: Casey Elliott



Key Personnel Involved: Casey Elliott, Eric O'Donnell

Sub Consultant Employed: None

Client: City of Santa Ana

Contact: Rudy Rosas

Phone Number: (714) 647-3379

Address: 20 Civic Center Plaza, Santa Ana, CA 92701

Project Description: TPA worked with the City of Santa Ana to secure a direct funding allocation in the FY 2018-19 State Budget in the amount of \$4 million to upgrade water infrastructure within the City. TPA worked with the City's legislative delegation, staff from the Assembly and Senate Budget Committees, and the Department of Finance to ensure funding was included in the State Budget for the City of Santa Ana to install advanced water metering infrastructure in the City. This funding will allow the City's water customers to have real-time access to their water usage, which will help facilitate water conservation and reduce customers' utility bills.

Description Of Services: TPA provides State advocacy services for the City of Santa Ana, which includes securing State Budget Earmark funding for priority projects. Ongoing retainer from 1999 to present - \$5000 per month.

Total Value Of Services Provided: TPA has secured over \$83.4 million on their behalf.

Consultant's Project Manager: Cori Takkinen

Key Personnel Involved: Cori Takkinen

Sub Consultant Employed: None



FEE SCHEDULE

TPA proposes the following all-inclusive fee schedule for the district:

DESCRIPTION OF SERVICES	FEE
State Legislative Advocacy Services	\$5,000 Per Month*
<ul style="list-style-type: none"> • Conduct Detailed Orientation 	Included
<ul style="list-style-type: none"> • Develop Legislative Strategy 	Included
<ul style="list-style-type: none"> • Implement the Legislative Strategy 	Included
<ul style="list-style-type: none"> • Build and Strengthen Relevant Relationships 	Included
<ul style="list-style-type: none"> • Leverage Relationships for Strategic Advocacy Plan 	Included
<ul style="list-style-type: none"> • Coordinate Advocacy Trips 	Included
<ul style="list-style-type: none"> • Track Legislation 	Included
<ul style="list-style-type: none"> • Craft Testimony and Position Letters 	Included
<ul style="list-style-type: none"> • Draft Bill Language 	Included
<ul style="list-style-type: none"> • State Budget Funding Opportunities 	Included
<ul style="list-style-type: none"> • Provide Progress Reports 	Included
<ul style="list-style-type: none"> • Prepare and File Lobbying Disclosure Reports 	Included
<p><i>*The monthly fee includes all reasonable business and travel expenses</i></p>	





March 7, 2022

via electronic mail

2022 BALLOT INSTRUCTIONS FOR SPECIAL DISTRICT MEMBER (WESTERN RIVERSIDE) OF THE RIVERSIDE LOCAL AGENCY FORMATION COMMISSION

To Special District Selection Committee Members:

Please read these instructions carefully before completing your ballot. As previously announced, a physical meeting of the Special District Selection Committee (SDSC) is not feasible at this time, therefore, the selection proceedings are being conducted by electronic mail or regular USPS mail. A nomination period for the position in the title above was opened Monday, January 31, 2022, and closed at 5:00 p.m. on Wednesday, March 2, 2022.

Enclosed you will find your ballot.

LAFCO Regular Special District Member – Western Riverside County: A total of nine (9) nominations were received for this position however due to duplicate nominations, only five candidates are on the ballot. Candidates are restricted to the western area of the County.

All members of the SDSC may cast a ballot for a regular member.

Pursuant to procedures adopted by the Selection Committee in 2016, the election for the LAFCO regular position will be conducted using Instant Runoff Voting (IRV). IRV eliminates the requirement for the expensive and lengthy process of sending out a second runoff ballot to achieve a majority. An example demonstrating how IRV works is attached.

Please fill out your ballot by ranking each nominee in the order of preference, using "1" for your first choice, "2" for your second choice and so on. Please note ranking more than one candidate will not work against your first choice candidate, however, voting for only one candidate is allowed. Do not mark the same number beside more than one candidate and do not skip numbers.

General Instructions and Information:

- Completed ballots must be delivered via electronic mail to rholtzclaw@lafco.org, or by regular mail delivered to the LAFCO office at 6216 Brockton Avenue, Suite 111-B, Riverside CA 92506 **no later than 5:00 p.m. on Wednesday, April 6, 2022.**
- Only the presiding officer or another board member authorized by your board of directors to vote may cast the ballot. Board members designated by their district board to vote in place of the presiding officer must provide that authorization (in the form of a resolution or minute order) to LAFCO no later than the time the ballot is cast. District managers or other staff members may not vote.
- The voting member must print his or her name on the ballot as well as sign and date the certification indicating he or she is authorized to vote for the district.
- We must receive a ballot with an original signature. However, if you deliver your ballot via electronic mail, you may return a scanned copy of the signed ballot by email to rholtzclaw@lafco.org.
- Failure to follow these instructions will invalidate the ballot.

Finally, these positions ensure special districts are appropriately represented on our local boards. Appointments are only valid if ballots representing a quorum, from 28 of our 55 independent special districts, are returned. Please return your ballots in a timely manner.

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

Sincerely,



GARY THOMPSON
Executive Officer

Attachments:

2022 Special District Selection Committee – Ballot
Instant Runoff Voting Election Process (IRV)

SPECIAL DISTRICT SELECTION COMMITTEE 2022 BALLOT

Name of District: _____
Print District Name Here (required)

Certification of voting member:

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

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

Signature (required)

Date (required)

Regular Special District Member of the Local Agency Formation Commission – *Western Riverside County* (Term running May 6, 2022 through May 6, 2026)

Please rank the candidates in preferential order, “1” being the first preference, “2” being the second, etc.:

	<i>Circle rank for each candidate</i>
LARRY SMITH , San Gorgonio Pass Water Agency	1 2 3 4 5
STEVE PASTOR , Lake Hemet Municipal Water District	1 2 3 4 5
JOHN SKERBELIS , Rubidoux Community Services District	1 2 3 4 5
PHIL WILLIAMS , Elsinore Valley Municipal Water District	1 2 3 4 5
DAVID HOFFMAN , Beaumont-Cherry Valley Water District	1 2 3 4 5

Listed in random drawing order conducted on 3/3/2022

Completed ballots must be delivered via electronic mail to rholtzclaw@lafco.org,
 or by regular mail delivered **no later than 5:00 p.m. on Wednesday, April 6, 2022**
 to the LAFCO office at 6216 Brockton Avenue, Suite 111-B, Riverside CA 92506.



**Valley Sanitary District
Board of Directors Meeting
March 22, 2022**

TO: Board of Directors

THROUGH: Beverli A. Marshall, General Manager

FROM: Jeanette Juarez, Business Services Manager

SUBJECT: **Authorize General Manager to Execute a One (1) Year Contract with Southwest Networks, Inc., for Information Technology Services, In an Amount Not to Exceed \$41,196.**

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

Executive Summary

The purpose of this report is for the Board to grant authority to the General Manager to execute a contract with Southwest Networks, Inc. for information technology services.

Strategic Plan Compliance

This item complies with VSD Strategic Plan Objective 3.2: Increase use of technology to lower costs and improve reliability

Fiscal Impact

The fiscal impact of this contract is \$41,196.

Background

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

Service Description

- Labor rate of \$95 per hour
- Remote support (M-F, 8-5)
- On-site support (M-F, 8-5)
- Backup monitoring and management
- Firewall management
- Microsoft patch management
- Site documentation
- Vendor documentation

- Technology business reviews

The contract has been reviewed and approved by the general counsel for signature.

Recommendation

Staff recommends that the Board of Directors authorize the General Manager to execute a one (1) year contract with southwest networks, inc. in an amount not to exceed \$41,196.

Attachments:

Attachment A Master Service Agreement Southwest Networks, Inc.

MASTER SERVICE AGREEMENT

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

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

2. GENERAL REQUIREMENTS.

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

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

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

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

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

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

- 2.4 Third-Party Product Vendors**- “Third-Party Product Vendors” means machinery and equipment inclusive of component parts purchased from vendors in fulfillment of the SOW requirements.
- 2.5 Third-Party Support**. If, in MSP’s discretion, a hardware or software issue requires vendor or OEM support, we may contact the vendor or OEM (as applicable) on your behalf and pass through to you, without markup, all fees and costs incurred in that process. If such fees or costs are anticipated in advance or exceed \$100, we will obtain your permission before incurring such expenses on your behalf unless exigent circumstances require otherwise.
- 2.6 Subcontractors**. “Subcontractors” means third-party to whom MSP contracts to provide specified services to complete the services indicated in the applicable SOW.
- 2.7 Advice; Instructions**. From time to time, we may provide you with specific advice and directions related to our provision of the Services or the maintenance or administration of the System. (For example, our advice or directions may include increasing the System’s server or hard drive capacity or replacing obsolete equipment.) You agree to promptly follow and implement any directions we provide to you related to the Services which, depending on the situation, may require you to make additional purchases or investments in the System or the environment in which the System is maintained, at your sole cost. We will not be responsible for any problems or issues (such as System downtime or security-related issues) caused by your failure to promptly follow our advice or directions. If your failure to follow or implement our advice renders part or all of the Services economically or technically unreasonable to provide in our discretion, then we may terminate the applicable SOW for cause by providing notice of termination to you. Unless specifically and expressly stated in a SOW, any services required to remediate issues caused by your failure to follow MSP’s advice or directions, or your unauthorized modification of the System, as well as any services required to bring the System up to or maintain the Minimum Requirements, are not covered under any SOW and will be out-of-scope.

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

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

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

5. CONFIDENTIALITY AND NON-DISCLOSURE.

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

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

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

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

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

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

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

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

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

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

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

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

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

11.3. License Agreements.

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

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

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

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

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

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

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

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

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

14. CLIENT CYBER SECURITY. It is understood that the services provided under this MSA are limited to the Scope of Work as detailed in Paragraph 1, or any subsequent Scope of Work. Unless otherwise specified in the Scope of Work, it is not the intent, nor does the MSP provide any type of internet security monitoring, cyber security monitoring, cyber terrorism monitoring, or other cyber protections for the Client. MSP can assist in evaluating Clients specific needs, but it is understood and agreed that MSP does not offer nor provide cyber security under this Agreement.

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

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

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

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

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

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

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

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

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

23. RESPONSE; REPORTING.

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

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

- 23.2. Scheduled Downtime.** For the purposes of this Agreement, Scheduled Downtime will mean those hours, as determined by us but which will not occur between the hours of 8:00 AM and 5:00 PM PST (or PDT, as applicable), Monday through Friday without your authorization or unless exigent circumstances exist, during which time we will perform scheduled maintenance or adjustments to its network. We will use our best efforts to provide you with at least twenty-four (24) hours of notice prior to scheduling Scheduled Downtime.
- 23.3. Client-Side Downtime.** We will not be responsible under any circumstances for any delays or deficiencies in the provision of, or access to, the Services to the extent that such delays or deficiencies are caused by your actions or omissions (“Client-Side Downtime”).
- 23.4. Vendor-Side Downtime.** We will not be responsible under any circumstances for any delays or deficiencies in the provision of, or access to, the Services to the extent that such delays or deficiencies are caused by third-party service providers, third-party licensors, or “upstream” service or product vendors.
- 23.5. Onboarding.** For the purposes of this Agreement, “Onboarding” will mean those hours or days, as determined by the MSP during which time MSP will conduct the onboarding of your System, or portions thereof. We will use our best efforts to provide you with at least twenty-four (24) hours of notice prior to scheduling the onboarding.
- 23.6. Onboarding Exemption.** It is agreed that prior to and during the onboarding period, MSP will not be responsible under any circumstances for any delays or deficiencies, any viruses, breaches, hidden malware, or other cyber attacks on the System, MSP will not assume any responsibility where the System is, or has been, compromised and Client shall not file any such claim against MSP or its insurance provider and Client shall indemnify MSP if any claims are filed by third parties whose Material is compromised, including HIPAA claims.

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

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

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

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

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

25. CLIENT INSURANCE.

- 25.1 Commercial Property Insurance.** Client shall secure at its own cost and expense Property Insurance for the equipment that is part of the provisions of the service agreement. The policy shall include the following coverages:
- Replacement cost valuation on MSP's equipment.
 - Waiver of coinsurance for the insured property.
 - Insured for "All Risk"/"Special Perils" with an extension of coverage for Flood and Earthquake.
- 25.2 Cyber Insurance.** Client shall secure and maintain for the duration of the contract Cyber Liability Insurance to insure Client's cyber exposures. Specific limits and coverages should be evaluated by a qualified insurance broker or risk manager to determine your specific coverage and policy limit requirements.
- 25.3 Mutual Waiver of Subrogation.** TO THE EXTENT PERMITTED BY LAW, EACH PARTY WAIVES ALL RIGHTS AGAINST THE OTHER FOR RECOVERY OF DAMAGES TO THE EXTENT THESE DAMAGES ARE COVERED BY THE WORKERS COMPENSATION (TO THE EXTENT PERMITTED BY LAW) AND EMPLOYERS PROFESSIONAL LIABILITY GENERAL LIABILITY. PROPERTY INSURANCE, COMMERCIAL UMBRELLA/EXCESS, CYBER OR OTHER COMMERCIAL LIABILITY INSURANCE OBTAINED BY EITHER PARTY. CLIENT WILL NOT HOLD THE MSP ITS SUBCONTRACTORS AND/OR THIRD-PARTY SERVICE PROVIDERS RESPONSIBLE FOR SUCH LOSSES AND WILL CONFIRM THAT THE CLIENTS INSURANCE POLICIES REFERENCED ABOVE PROVIDE FOR THE WAIVER OF SUBROGATION INCLUDED IN THE MASTER SERVICE AGREEMENT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Executed in _____, California on the _____ day of _____ 2022 by:

Southwest Networks, Inc

Valley Sanitary District



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

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

BENEFITS TO YOU

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

Price for 1 Year \$41,196.00*

*Based on quantities listed below.

Service Description

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

EQUIPMENT INVENTORY

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

Statement of Work

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

STATEMENT OF WORK – Uptime Plus

SOW Number: 03012022VSD

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

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

1. COVERAGE

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

2. SUPPORT AND ESCALATION

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

3. SERVICE OUTSIDE NORMAL WORKING HOURS

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

4. FEES AND PAYMENT SCHEDULE

Fee for Agreement shall be \$41,196.00 per year based on stated quantities of covered and included equipment, invoiced to Client on a quarterly basis, and will become due and payable on the first day of the initial SOW start date and thirty (30) days prior to the anniversary date of the SOW renewal. The first year will include an additional one-time setup fee of \$.00. SOW will start once the one-time setup fee and first monthly agreement amount is received unless both parties agree upon other arrangements in writing. Sixty (60) days prior to the agreement renewal date, client will be billed for the next year. Unless special arrangements are made and agreed upon in writing, payment for the next agreement year must be received 30 days prior to the anniversary date or the agreement will be subject to termination. Prices for MSP Services and Labor may increase no more than once every 12 months with written notice.

*Recurring Payment Setup – Complete Authorization Form Below

5. LABOR & RATES

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

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

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

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

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

6. PRODUCTS INCLUDED (Hardware and/or Software)

- 6.1 **Hardware included:** (All included hardware is the property of MSP and is provided as a Service)
No Hardware Is Included in this SOW

- 6.2 **Software included:** (All included software is the property of MSP and is provided as a Service)
Managed Next-Gen Anti-Virus
Persistent Threat Detector
Management Agent

7. THIRD PARTY PROVIDER(S)

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

8. SUITABILITY OF EXISTING ENVIRONMENT

Minimum Standards Required for Services

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

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

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

Client Initials: _____ **Date:** _____

9. SERVICES EXCLUDED UNDER THIS SOW INCLUDE:

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

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

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

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

Initials: _____ **Date:** _____

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

Southwest Networks, Inc

Valley Sanitary District

Matthew Disher, President

Name

Title

Date: _____

Date: _____

Exhibit A
THIRD PARTY PROVIDER TERMS AND CONDITIONS
N/A

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

Exhibit B Inventory

Hostname	Model	Type	Serial Number
SCADA1	S2600WFT	Server	BQPW80300177
SCADA2	S2600WFT	Server	BQPW80300176
VALSAN-WEB	VMware Virtual Platform	Server	Vmware
VSD-APPS	VMware Virtual Platform	Server	Vmware
VSD-DC1	VMware7,1	Server	Vmware
VSD-DT17-6DBT	HP ProDesk 600 G3 DM	Desktop	8CG7426DBT
VSD-DT17-6F7C	HP ProDesk 600 G3 DM	Desktop	8CG7426F7C
VSD-DT18-1T9T	HP Z2 Mini G3 Workstation	Desktop	2UA8111T9T
VSD-DT18-280R	HP ProDesk 600 G3 DM	Desktop	8CG811280R
VSD-DT18-280X	HP ProDesk 600 G3 DM	Desktop	8CG811280X
VSD-DT18-2B2F	HP ProDesk 600 G3 DM	Desktop	8CG8112B2F
VSD-DT18-3NQV	HP ProDesk 600 G3 DM	Desktop	8CG8103NQV
VSD-DT19-1YM8	HP ProDesk 600 G4 SFF	Desktop	MXL9171YM8
VSD-DT19-2CHN	HP ProDesk 600 G4 SFF	Desktop	MXL9164ZXR
VSD-DT19-2CP4	HP ProDesk 600 G4 SFF	Desktop	MXL9212CP4
VSD-DT19-4ZV8	HP ProDesk 600 G4 SFF	Desktop	MXL9164ZV8
VSD-DT19-4ZVC	HP ProDesk 600 G4 SFF	Desktop	MXL9164ZVC
VSD-DT19-4ZVL	HP ProDesk 600 G4 SFF	Desktop	MXL9164ZVL
VSD-DT19-4ZW2	HP ProDesk 600 G4 SFF	Desktop	MXL9164ZW2
VSD-DT19-4ZW6	HP ProDesk 600 G4 SFF	Desktop	MXL9164ZW6
VSD-DT19-4ZW9	HP ProDesk 600 G4 SFF	Desktop	MXL9164ZW9
VSD-DT19-4ZWH	HP ProDesk 600 G4 SFF	Desktop	MXL9164ZWH
VSD-DT19-4ZWW	HP ProDesk 600 G4 SFF	Desktop	MXL9164ZWW
VSD-DT19-4ZWX	HP ProDesk 600 G4 SFF	Desktop	MXL9164ZWX
VSD-DT19-4ZXR	HP ProDesk 600 G4 SFF	Desktop	MXL9212CNH
VSD-DT20-25MR	HP ProDesk 600 G5 Desktop Mini	Desktop	MXL01625MR
VSD-DT20-2MP1	HP ProDesk 600 G5 SFF	Desktop	MXL0152MP1
VSD-DT21-03BD	HP ProDesk 600 G6 Desktop Mini PC	Desktop	MXL05303BD
VSD-DT21-03BN	HP ProDesk 600 G6 Desktop Mini PC	Desktop	MXL05303BN
VSD-DT21-03DW	HP ProDesk 600 G6 Desktop Mini PC	Desktop	MXL05303DW
VSD-DT21-03F3	HP ProDesk 600 G6 Desktop Mini PC	Desktop	MXL05303F3
VSD-DT21-03F8	HP ProDesk 600 G6 Desktop Mini PC	Desktop	MXL05303F8
VSD-DT21-03YR	HP ProDesk 600 G6 Desktop Mini PC	Desktop	MXL05303YR
VSD-DT21-03YY	HP ProDesk 600 G6 Desktop Mini PC	Desktop	MXL05303YY
VSD-DT21-3G8B	HP Z2 Tower G5 Workstation	Desktop	MXL1413G8B
VSD-DT21-540N	HP ProDesk 600 G6 Desktop Mini PC	Desktop	MXL116540N
VSD-DT21-5414	HP ProDesk 600 G6 Desktop Mini PC	Desktop	MXL1165414
VSD-DT21-5746	HP ProDesk 600 G6 Desktop Mini PC	Desktop	MXL1385746

VSD-DT21-59FT	HP ProDesk 600 G6 Desktop Mini PC	Desktop	MXL13859FT
VSD-DT21-59HW	HP ProDesk 600 G6 Desktop Mini PC	Desktop	MXL13859HW
VSD-FIN	VMware Virtual Platform	Server	Vmware
VSD-LF	VMware Virtual Platform	Server	Vmware
VSD-LT17-9145	CF-54-2	Laptop	7ITSA59145
VSD-LT19-1L79	HP EliteBook 850 G5	Laptop	5CG8521L79
VSD-LT19-67VB	HP ProBook 450 G6	Laptop	5CD85167VB
VSD-LT19-78MJ	HP ProBook 450 G6	Laptop	5CD92578MJ
VSD-LT20-6PTJ	81CA	Laptop	MP1G6PTJ
VSD-LT20-6RYW	81CA	Laptop	MP1G6RYW
VSD-LT20-7PWH	HP ENVY Laptop 17m-cg0xxx	Laptop	CND0457PWH
VSD-LT20-7QSQ	HP ENVY Laptop 17m-cg0xxx	Laptop	CND0457QSQ
VSD-LT20-81QQ	HP ENVY x360 Convertible 15m-ed1xxx	Laptop	CND03981QQ
VSD-LT20-81WY	HP ENVY x360 Convertible 15m-ed1xxx	Laptop	CND03981WY
VSD-LT20-8297	HP ENVY x360 Convertible 15m-ed1xxx	Laptop	CND0398297
VSD-LT20-AA1M	81XG	Laptop	MP1QAA1M
VSD-LT21-0X7L	HP ProBook 450 G8 Notebook PC	Laptop	5CD1400X7L
VSD-LT21-8KFS	HP ProBook 450 G8 Notebook PC	Laptop	5CD0458KFS
VSD-LT21-8KPM	HP ProBook 450 G8 Notebook PC	Laptop	5CD0458KPM
VSD-LT21-8KS9	HP ProBook 450 G8 Notebook PC	Laptop	5CD0458KS9
VSD-LT21-8KSJ	HP ProBook 450 G8 Notebook PC	Laptop	5CD0458KSJ
VSD-LT21-8KSV	HP ProBook 450 G8 Notebook PC	Laptop	5CD0458KSV
VSD-LT21-8KT4	HP ProBook 450 G8 Notebook PC	Laptop	5CD0458KT4
VSD-LT22-C5YN	HP ProBook 450 G8 Notebook PC	Laptop	5CD142C5YN
VSD-OPS1	VMware7,1	Server	Vmware
VSD-SCC	VMware Virtual Platform	Server	Vmware
VSD-SP22-301J	Surface Pro 8	Laptop	0F01NHV214301J
VSD-WS19-1V6B	Z2G4e	Desktop	MXL9161V6B
VSD-WS19-1V6P	HP Z2 Mini G4 Workstation	Desktop	MXL9161V6P
VSD-WS21-1N5P	HP Z2 Mini G5 Workstation	Desktop	MXL1471N5P
VSD-WS21-3DV1	HP Z2 Mini G5 Workstation	Desktop	MXL1063DV1

Exhibit C

Response and Resolution Times

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

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

Support Tiers

The following details and describes our Support Tier levels:

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

**VALLEY SANITARY DISTRICT
COMMUNITY ENGAGEMENT COMMITTEE
REGULAR MEETING MINUTES
March 15, 2022**

A meeting of the Valley Sanitary District (VSD) Community Engagement Committee was held at 45-500 Van Buren Street in Indio, California, on Tuesday, March 15, 2022.

1. CALL TO ORDER

Chairman Scott Sear called the meeting to order at 1:06 p.m.

1.1 Roll Call

Directors Present:
Chairperson Scott Sear
Committee Member Debra Canero

Staff Present:
Beverli Marshall, General Manager, and Holly Gould

Guests:
Michele McKinney, CV Strategies
Tara Bravo, CV Strategies

1.2 Pledge of Allegiance

2. PUBLIC COMMENT

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

None.

3. DISCUSSION / ACTION ITEMS

3.1 Review and Discuss Proposals Submitted in Response to the District's Request for Proposals for State Legislature Advocacy Services

Beverli Marshall, General Manager, stated that on February 8, 2022, staff published the Request for Proposals for State Legislature Advocacy Services. Three proposals were received, ranging from \$60,000 to \$96,000. The Comprehensive Budget for Fiscal Year 2021/22 included \$30,000 as an estimate for these services. The committee discussed the three different firms and suggested presenting all three proposals to the entire board for their input. Chairperson Sear stated that it was essential to take the cost into consideration at this time. President Sear excused himself from the meeting at 1:38 p.m.

3.2 Receive and Discuss the Communications Plan Progress Report and Related Tasks

Michele McKenney and Tara Bravo from CV Strategies presented the committee with an update on the Communications Plan. They informed the committee of the deliverables completed to date, such as the brand style sheet, presentation template, newsletter masthead, agency mascot, and customer survey. The metrics to date were also presented. Tara Bravo gave an update on the video short series, which will consist of six (6) one-minute videos that will go into production in May.

4. **ADJOURNMENT**

There being no further business to discuss, the meeting adjourned at 2:19 p.m. The next regular committee meeting will be on May 17, 2022.

Respectfully submitted,

Holly Gould, Clerk of the Board
Valley Sanitary District