

Directors
Mike Duran, *President*
William Teague, *Vice President*
Dennis Coleman, *Secretary*
Debra Canero, *Director*
Scott Sear, *Director*
General Manager
Beverli A. Marshall

**REGULAR MEETING OF THE
BOARD OF DIRECTORS
Tuesday, September 24, 2019, 1:00 p.m.**

AGENDA

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

RESOLUTION NO. 2019-1123
ORDINANCE NO. 2019-120
MINUTE ORDER NO. 2019-2942

1. CALL TO ORDER

- a. Roll Call
- b. Pledge of Allegiance

2. PUBLIC COMMENT

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

3. CONVENE IN CLOSED SESSION

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

None

4. CONVENE IN OPEN SESSION

Report out on Closed Session items

5. 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.

6. CONSENT CALENDAR

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

- a. Consideration of the September 10, 2019 Regular Meeting Minutes ([Attachment](#))
- b. Approval of Expenditures for September 11, 2019, to September 18, 2019 ([Attachment](#))
- c. Summary of Cash and Investments for August 2019 ([Attachment](#))
- d. Authorize General Manager to Submit a Letter Requesting that Governor Newsom Veto Assembly Bill 1184 (Gloria) ([Attachment](#))
- e. Authorize General Manager to Submit a Letter Requesting that Governor Newsom Veto Senate Bill 13 (Wieckowski) ([Attachment](#))
- f. Designate Identified Items as Surplus Equipment and Authorize Disposition as Appropriate ([Attachment](#))

MINUTE ORDER NO.

7. **NON-HEARING ITEMS**

- a. Informational Report by Southwest Networks on Systems Implemented to Combat Cybersecurity Risks ([Attachment](#))
- b. Update on Status of Application to EPA Region IX Filed by Cabazon Band of Mission Indians for Treatment in a Similar Manner as a State with Respect to Certain Federal Water Quality Programs ([Attachment](#))
- c. Discuss General Counsel Attending All Board Meetings and Provide Direction ([Attachment](#))

MINUTE ORDER NO.

- d. Adopt Purchasing Policy and Rescind Previously Adopted Policy Language ([Attachment](#))

MINUTE ORDER NO.

- e. Adopt the Valley Sanitary District Employee Mentorship Program Policy ([Attachment](#))

MINUTE ORDER NO.

- f. Award Contract to Carollo Engineers, Inc. for the Sewer Siphon Replacement Crossing of the Coachella Stormwater Channel in an Amount Not to Exceed \$126,778 ([Attachment](#))

MINUTE ORDER NO.

- g. Staff Notes ([Attachment](#))

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

- a. Combined Monthly Account Summary for August 2019 ([Attachment](#))
- b. Monthly Income Summary for August 2019 ([Attachment](#))

10. ADJOURNMENT

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

POSTED September 19, 2019

Holly Gould

Holly Gould, Clerk of the Board
Valley Sanitary District

PUBLIC NOTICE

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

UNOFFICIAL UNTIL APPROVED

VALLEY SANITARY DISTRICT MINUTES OF REGULAR BOARD MEETING September 10, 2019

A regular Board Meeting of the Governing Board of Valley Sanitary District (VSD) was held at the District offices, 45-500 Van Buren Street, Indio, California, on Tuesday, September 10, 2019.

1. CALL TO ORDER

President Mike Duran called the meeting to order at 1:00 p.m.

a. Roll Call

Directors Present: Mike Duran, William Teague, Dennis Coleman, Debra Canero and Scott Sear

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

Guests: Craig Hayes, Best Best & Krieger
Bruce Underwood, Healthy Futures

b. Pledge of Allegiance

2. PUBLIC COMMENT

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

None.

3. CONVENE IN CLOSED SESSION

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

- a. Conference with Legal Counsel – Existing Litigation
Pursuant to Government Code Paragraph (1) of Subdivision (d) of Section 54956.9:
(Valley Sanitary District v. One Stop Shoppe)

The Board adjourned to closed session at 1:01 p.m.

4. CONVENE IN OPEN SESSION

The Board reconvened to open session at 1:22 p.m. President Duran stated that there was nothing to report.

5. 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.

6. CONSENT CALENDAR

- a. Consideration of the August 27, 2019 Regular Board Meeting Minutes
- b. Approval of Expenditures for August 22, 2019 to September 4, 2019
- c. Authorize the General Manager to Purchase Floating Dredge Pipe in an Amount Not to Exceed \$16,113.26

Secretary Coleman had an inquiry on the disbursements regarding a payment to Liebert Cassidy Whitmore. Ms. Marshall explained that it is a fee to become a member of the Coachella Valley Employment Relations Consortium which offers training, advice, and access to forms

ACTION TAKEN:

MOTION: Vice President Teague made a motion to approve the consent calendar as presented. Director Canero seconded the motion. Motion carried by the following vote: 5 ayes

MINUTE ORDER NO. 2019-2938

7. NON-HEARING ITEMS

- a. Adopt a Resolution Establishing Guidelines for Employer-Employee Relations and Repealing Resolution No. 1984-690

RESOLUTION OF THE BOARD OF DIRECTORS OF THE VALLEY SANITARY DISTRICT ESTABLISHING GUIDELINES FOR EMPLOYER-EMPLOYEE RELATIONS AND REPEALING RESOLUTION 1984-690

The resolution was put into place to manage employees if they wished to organize an employee association or union. The original resolution establishing guidelines for employer-employee relations was adopted in 1984. To comply with current legal requirements and best management practices, and as part of our mission to be more efficient and transparent, we have updated the employer-employee relations resolution. The wording in this resolution is based on the recommended language from the employment law firm of Liebert Cassidy Whitmore.

ACTION TAKEN:

MOTION: Director Canero made a motion to adopt Resolution No. 2019-1122 establishing guidelines for employer-employee relations and repealing Resolution No. 1984-690. Secretary Coleman seconded the motion. Motion carried by the following roll call vote:

RESOLUTION NO. 2019-1122

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

b. Reinstatement of the Laboratory Supervisor Position Effective September 21, 2019

When the previous Laboratory Supervisor retired, the position was eliminated and the Laboratory Analyst/Coordinator was created, which does not include supervisory responsibilities. The adopted Fiscal Year 2019/20 Budget includes a second lab position, Laboratory Technician I, which needs to be supervised by a certified laboratory position. For internal parity with other positions performing supervisor responsibilities, the Laboratory Supervisor position needs to be reinstated. The classification is assigned pay range 16, which is the same as the other supervisory positions. The incumbent in the Laboratory Analyst/Coordinator position is qualified for the Laboratory Supervisor position. If the reinstatement is approved by the Board, the employee will be appointed to fill the position effective the start of the next pay period, which is September 21, 2019.

ACTION TAKEN:

MOTION: Director Sear made a motion to reinstate the Laboratory Supervisor position effective September 21, 2019. Vice President Teague seconded the motion. Motion carried by the following roll call vote:

MINUTE ORDER NO. 2019-2939

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

c. Adopt Procurement Technician Classification and Amend the Staffing Range Assignments for Fiscal Year 2019/2020 Effective September 21, 2019

In trying to be most efficient in how we operate it has become apparent that there is not enough work to sustain the position of Management Analyst I. In analyzing tasks that are time consuming and inefficient for the technical staff to perform, staff has identified that purchasing tasks and contract oversight is fractured and spread around the different District functions without a single point of responsibility and oversight. In creating the Procurement Technician position, these tasks and responsibilities can be centralized and given proper oversight for both efficiency and transparency. The incumbent Management Analyst I will be offered the newly created position as a lateral move and then the Analyst position will be left vacant and unfunded. The effective start date of the new position will be the next pay period, which is September 21, 2019. A brief discussion on procurement took place.

ACTION TAKEN:

MOTION: Vice President Teague made a motion to adopt the Procurement Technician classification and amend the staffing range assignments for Fiscal Year 2019/20, which also includes the change in the Laboratory staffing, effective September 21, 2019. Secretary Coleman seconded the motion. Motion carried by the following roll call vote:

MINUTE ORDER NO. 2019-2940

AYES: Canero, Coleman, Duran, Sear, Teague

NOES: None
ABSENT: None
ABSTAIN: None

d. Discuss Results of the Employee Wellness Program Survey

After conversations with staff regarding the District's current Wellness Program, Ms. Marshall created an anonymous, electronic survey to help gauge staff's interest in a variety of wellness programs, including the District's current program. Out of 26 employees, 24 participated in the survey. Approximately one-third of the respondents utilized the current wellness program at least once. The survey showed that staff is interested in exploring other types of wellness events, such as Healthy Hobbies, Quarterly Wellness Days and/or Lunchtime Discussions. Ms. Marshall also informed the Board of an Employee Assistance Program (EAP) that is available to staff that offers legal, financial and mental health advice. Director Canero requested the EAP be promoted to staff. Secretary Coleman asked if CSRMA offers an EAP, which they do not. Vice President Teague stated the importance of developing a wellness program that appeals to the masses. It was the direction of the Board that Ms. Marshall and Dr. Underwood work together to revamp the District's current program. Ms. Marshall stated that Dr. Underwood's current contract would need to be revised to include a more detailed scope of services for legal purposes. The contract will be brought back to the Board for approval.

e. Discuss the California Association of Sanitation Agencies (CASA) Education Foundation and Authorize a Contribution in the Amount of \$5,000

Each year the CASA Education Foundation awards competitive scholarships to students pursuing higher education in engineering, environmental science, public administration, or other related fields, and who show an interest in serving the wastewater (clean water) industry. The Foundation awards between three and four \$5,000 scholarships each year. The Education Foundation reaches out to CASA member agencies for contributions to generate a sustainable stream of income to support and possibly expand the scholarship program. Director Canero made a motion to change the contribution amount from \$5,000 to \$2,500 and the Board requested that Ms. Marshall double check with the attorney that this is not a gift of public funds.

ACTION TAKEN:

MOTION: Director Canero made a motion to authorize a contribution in the amount of \$2,500 to the California Association of Sanitation Agencies (CASA) Education Foundation for Fiscal Year 2019/20. Secretary Coleman seconded the motion. Motion carried by the following roll call vote:

MINUTE ORDER NO. 2019-2941

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

f. Staff Notes

The California Special Districts Association Annual Conference is September 25-28, 2019 in Anaheim, California. Ms. Marshall met with Sudi Shoja of Engineering Solutions Services. She has recently helped local public agencies secure grant money and would like to work with her on EVRA and District projects. Ms. Marshall asked the Board if they would like to continue to receive her email updates. Vice President Teague suggested they be sent on a bi-weekly basis.

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.

President Duran requested that a discussion on having general counsel attend all board meetings be placed on the agenda for the next board meeting.

9. ADJOURNMENT

There being no further business to discuss, the meeting was adjourned at 2:51 p.m., and the next board meeting will be a Regular Meeting held September 24, 2019.

Respectfully submitted,

Holly Gould, Clerk of the Board
Valley Sanitary District

DISBURSEMENTS
Approved at the Board Meeting of
September 24, 2019

37572	Around The Clock Call Center	Call Center Service August 2019	\$154.25
37573	Associated Time Instruments	Attendance On Demand for August 2019	\$283.05
37574	Calif. Water Environment Assn.	Membership Renewal	\$192.00
37574	Calif. Water Environment Assn.	Membership Renewal	\$192.00
37574	Calif. Water Environment Assn.	Certificate Renewal	\$89.00
37574	Calif. Water Environment Assn.	Certificate Renewal	\$89.00
37575	Caltest Analytical Laboratory	Monthly NPDES Testing	\$330.00
37575	Caltest Analytical Laboratory	Weekly NPDES Testing	\$424.00
37576	Carollo Engineering, Inc	*Sewer Siphon Replacement Project August 2019	\$6,892.00
37576	Carollo Engineering, Inc	*Arc Flash Study August 2019	\$940.00
37577	Carquest Auto Parts	New Charges for August 2019	\$115.19
37578	Cart Mart, Inc.	Retractable Cord Reel	\$420.51
37579	Cole-Parmer	Waterbath Thermometer & Pipet Bulbs	\$144.16
37580	CSI Ceja Security International	Plant Security for 8/16/19-8/31/19	\$2,880.00
37580	CSI Ceja Security International	Plant Security for 9/1/19-9/15/19	\$2,790.00
37581	Equipment Direct	Plant Safety Supplies	\$635.55
37581	Equipment Direct	Plant Safety Supplies	\$49.50
37582	Eurofins Eaton Analytical	Total Dissolved Solids Testing for August 2019	\$90.00
37583	Facilities Protection Systems	Fire Protection Module	\$71.22
37584	FedEx	Shipping Fees for August 2019	\$728.88
37585	Ferguson Enterprises #1350	Water Line Repair	\$121.63
37585	Ferguson Enterprises #1350	Water Line Repair	\$358.95
37586	Fiesta Ford	Heavy Duty Covers for TV Van	\$173.13
37587	Grainger	Autoclave	\$13,886.63
37588	Hach Company	Pipets & Tips for Lab	\$412.08
37589	Healthy Futures, Inc.	Wellness Program for September 2019	\$1,500.00
37590	Innovative Document Solutions	Monthly Copier Machine Maintenance	\$196.26
37591	JWC Environmental Inc.	Screw Brush	\$971.21
37592	Kaman Industrial Technologies	Seal Kit	\$99.38
37593	Lock Shop	Fire Sprinkler Valve Locks	\$58.96
37594	Lone Star Blower, Inc.	Vibration Transmitter	\$930.68
37595	Lucity, Inc.	Asset Management Implementation	\$15,813.33
37596	McMaster-Carr Supply Co.	Switch for Condensate Pump	\$29.95
37596	McMaster-Carr Supply Co.	Fittings for Secondary Clarifier	\$326.08
37596	McMaster-Carr Supply Co.	Cables for Dredge Hose	\$391.64
37596	McMaster-Carr Supply Co.	Plumbing Parts	\$551.44
37597	Occupational Health Centers of California, A Medical Corp.	Pre-Employment Exam	\$143.00
37598	Ontario Refrigeration Service, Inc	A/C Engineering Study for Lab	\$4,800.00
37599	Quinn Company	Key Replacement	\$161.38
37600	RDO Equipment Company	Rear Shocks & Absorbers	\$1,040.37
37601	Rudy's Pest Control	Pest Control for September 2019	\$185.00
37602	Southwest Networks, Inc.	BDR Storage for October 2019	\$699.00
37602	Southwest Networks, Inc.	Technical Support for August 2019	\$973.75
37603	Special District Leadership Foundation	Recertification Fee	\$50.00
37604	Stantec Consulting Services, Inc.	*Aeration Basin Structural Inspection	\$588.00
37605	Staples Advantage	New Charges for August 2019	\$783.60
37606	State Water Pollution Clean Up & Abatement Account	Index No. 374048 Order No. R7-2019-0026	\$9,000.00
37607	Tops 'N Barricades Inc.	Safety Vests	\$156.47
37608	United Way of the Desert	PR 08/23/2019 - 09/05/2019 PD 09/13/2019	\$50.00
37609	Univar Solutions	Sodium Bisulfite	\$5,667.60
37609	Univar Solutions	Sodium Hypochlorite	\$6,681.34
37609	Univar Solutions	Sodium Hypochlorite	\$7,131.56
37610	Vantage Point Transfer Agents - ICMA	PR 08/23/2019 - 09/05/2019 PD 09/13/2019	\$1,445.00
37611	YSI Inc	Drain Pump Sensor	\$693.77
201909102	Humana Dental Insurance	Dental Insurance for October 2019	\$2,192.08
201909101	Humana Dental Insurance	Dental Insurance for September 2019	\$2,267.05
201909102	SoCal Gas	Gas Service for August 2019	\$127.37
201909103	Burrtec Waste & Recycling Svcs	Trash Service for September 2019	\$234.97
201909103	Burrtec Waste & Recycling Svcs	Grit Removal for August 2019	\$2,330.80
201909111	Home Depot Credit Services	New Charges for August 2019	\$105.69
201909112	CalPERS 457	PR 08/09/2019 - 08/22/2019 PD 08/30/2019	\$750.00
201909113	CalPERS Retirement	PR 08/09/2019 - 08/22/2019 PD 08/30/2019	\$16,664.37
201909114	Umpqua Bank	New Charges for August 2019	\$7,293.46
201909131	Time Warner Cable	Telephone Service for September 2019	\$1,138.85
201909132	Paychex - Direct Deposit	PR 08/23/2019 - 09/05/2019 PD 09/13/2019	\$61,972.01
201909133	Paychex - Fee	PR 08/23/2019 - 09/05/2019 PD 09/13/2019	\$157.39
201909134	Paychex - Tax	PR 08/23/2019 - 09/05/2019 PD 09/13/2019	\$29,868.61
201909135	MassMutual	PR 08/23/2019 - 09/05/2019 PD 09/13/2019	\$10.00
201909136	Nationwide Retirement Solution	PR 08/23/2019 - 09/05/2019 PD 09/13/2019	\$2,263.12
201909137	TASC	PR 08/23/2019 - 09/05/2019 PD 09/13/2019	\$296.14
201909171	Bank of America #8846	New Charges for August 2019	\$2,979.51
201909172	CalPERS Health	Health Insurance for October 2019	\$30,581.63
201909231	Office Depot Credit Plan	Restock Office Supplies for August 2019	\$122.03

*Capital Expenditures

\$254,936.58

APPROVED:

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VALLEY SANITARY DISTRICT
SUMMARY OF CASH AND INVESTMENTS

Item 6c

FOR THE PERIOD: 08/01/2019 TO 08/31/2019 (UNAUDITED)

Agenda Item No. _____

INVESTMENTS

LAIF Fund 4 - Agency Fund		
Beginning Balance (Fund 4)	665,187	
Net Transfer from (to) Fund 11	(461,125)	
Fair Value Factor for quarter ending 06/30/2019	0	
Interest (Pd quarterly - Int. Rate 2.57%)	0	
Fund 04 Ending Balance	204,062	
LAIF Fund 6 - Wastewater Revenue Refunding Bonds		
Beginning Balance (Fund 6)	6,149	
Net Transfer from (to) Fund 11	0	
Fair Value Factor for quarter ending 06/30/2019	0	
Interest (Pd quarterly - Int. Rate 2.57%)	0	
Fund 06 Ending Balance	6,149	
LAIF Fund 11 - Operating Fund		
Beginning Balance (Fund 11)	16,418,937	
Net Transfer from (to) Fund 04	461,125	
Net Transfer from (to) Fund 06	0	
Net Transfer from (to) Fund 12	162,184	
Net Transfer from (to) Fund 13	(60,253)	
Fund Transfer from (to) LAIF - WF	0	
Fair Value Factor for quarter ending 06/30/2019	232	
Interest (Pd quarterly - Int. Rate 2.57%)	0	
Fund 11 Ending Balance	16,982,225	
LAIF Fund 12 - Reserve Fund		
Beginning Balance (Fund 12)	22,885,119	
Net Transfer from (to) Fund 11	(162,184)	
Fair Value Factor for quarter ending 06/30/2019	(10)	
Interest (Pd quarterly - Int. Rate 2.57%)	0	
Fund 12 Ending Balance	22,722,925	
LAIF Fund 13 - Capital Improvement Fund		
Beginning Balance	5,572,884	
Connection Fees	60,253	
(Disbursements) or Reimbursements	0	
Net Transfer from (to) Fund 11	60,253	
Fair Value Factor for quarter ending 06/30/2019	(222)	
Interest (Pd quarterly - Int. Rate 2.57%)	0	
Fund 13 Ending Balance	5,632,915	
TOTAL LAIF INVESTMENTS: FUNDS 04, 06, 11, 12 AND 13	45,548,276	

CASH IN CHECKING ACCOUNT

WELLS FARGO - FUND 11		
Beginning Balance	2,719,215	
Deposits	530,318	
Fund Transfer from (to) LAIF (net)	0	
Disbursements and Payroll	(1,266,481)	
Wells Fargo Ending Balance	1,983,052	
CALTRUST - FUND 11		
Beginning Balance	1,046,639	
Unrealized Gain / <Loss>	7,290	
Interest Income	1,837	
CalTRUST Ending Balance	1,055,766	
TOTAL WELLS FARGO AND CALTRUST CHECKING	3,038,818	
TOTAL CASH AND INVESTMENTS	48,587,094	

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).

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September 24, 2019

The Honorable Gavin Newsom
Governor, State of California
State Capitol
Sacramento, CA 95814

RE: Assembly Bill 1184 (Gloria) – Request for Veto

Dear Governor Newsom:

The Valley Sanitary District respectfully requests that you veto Assembly Bill 1184 (Gloria), which will require all public agencies to maintain all transmitted emails related to agency business for at least two years.

To be very clear, this is not a transparency bill, it is a data storage bill. The public will have no greater access to public records under AB 1184. This bill creates no new disclosures or exemptions of records. This bill only mandates that public agencies retain all emails related to agency business for two years, most of which will be irrelevant, redundant, or restricted records.

While this measure appears intended to improve public access to government records, in practice, it will merely increase the burdens for both public agencies and California Public Records Act (CPRA) requesters. The vast majority of emails consist of auto-replies, spam, and insignificant routine communications of minimal public interest that, at an agency's discretion, may be exempted from disclosure under the CPRA. As the bulk of these e-mails increases, so too does the burden to search through them and locate responsive records in the event of a valid CPRA request.

Our concerns are corroborated in the Department of Finance's analysis of AB 1184 where the Department states "[t]he retention of non-pertinent e-mails and the need to search through those e-mails, particularly for less specific CPRA requests, increases the amount of time needed to complete CPRA requests. This makes compliance with the CPRA more difficult in these instances and produces worse outcomes for persons and entities submitting those requests."

AB 1184 will add millions of dollars in costs annually to the state and local agencies. Public agencies like ours will be forced to pay for additional data storage space as well as hire additional staff to sort through the millions of emails that are exempt from disclosure under the. With no ability to be reimbursed for this costly unfunded mandate, we will be forced to either raise fees or taxes or cut services to the communities we serve.

It is for these reasons that the Valley Sanitary District respectfully requests that you veto Assembly Bill 1184 (Gloria).

Sincerely,

Beverli A. Marshall, SDA
General Manager

CC: Assembly Member Todd Gloria [Raquel.mason@asm.ca.gov]
Joey Freeman, Chief Deputy Legislative Secretary, Office of Governor Newsom
[leg.unit@gov.ca.gov]
Dillon Gibbons, Senior Legislative Representative, California Special Districts Association
[advocacy@cda.net]

September 24, 2019

The Honorable Gavin Newsom
Governor, State of California
State Capitol
Sacramento, CA 95814

RE: Senate Bill 13 (Wieckowski) – Request for Veto

Dear Governor Newsom:

The Valley Sanitary District respectfully requests that you veto Senate Bill 13 (Wieckowski). SB 13 prohibits development impact fees on accessory dwelling units (ADUs) smaller than 750 square feet and significantly limits the fees that may be charged to larger ADUs.

As noted by the recent Department of Housing and Community Development's study conducted by the Turner Center, revenue for local governments is tightly restricted by the California Constitution. Often fees are one of the few ways that special districts can offset the indirect costs of growth. Development impact fees are critical for funding our infrastructure and services to serve the families, seniors, and students who will live in new ADU developments.

Wastewater and water districts depend on development impact fees to maintain and expand infrastructure as neighborhoods grow. Development impact fees were implemented to ensure that new developments pay for the infrastructure that have been constructed, and paid for, by past and current residents in the community as well as the impacts the increase in services will have on existing and future infrastructure.

This legislation will negatively affect the Indio community and Coachella Valley region because it would lose existing and future revenue, which would force those who have already paid for the existing improvements to pay for future sewer pipe enlargements, lift station expansions, and treatment plant expansions and improvements.

We will shift, not solve, the crisis in California by reducing funding for fire protection, parks, and other services to the very people we are trying to help. a. For these reasons, the Valley Sanitary District respectfully requests your veto of SB 13.

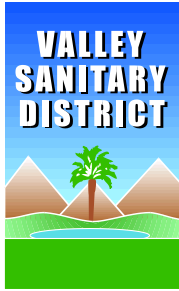
Sincerely,

Beverli A. Marshall, SDA
General Manager

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Valley Sanitary District
SB 13 (Wieckowski) – Request for Veto
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CC: Ronda Paschal, Deputy Legislative Secretary [leg.unit@gov.ca.gov]
Anthony Tannehill, Legislative Representative, California Special Districts Association
[advocacy@cda.net]
Francisco Montes, Office of Senator Bob Wieckowski [francisco.montes@sen.ca.gov]



Valley Sanitary District
Board of Directors Meeting
September 24, 2019

TO: Board of Directors
THROUGH: Beverli A. Marshall, General Manager
FROM: Joanne Padgham, Administration & Finance Manager
SUBJECT: **Designate Identified Items as Surplus Equipment and Authorize Disposition as Appropriate**

<input checked="" type="checkbox"/> Board Action	<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 review the list of surplus items.

Fiscal Impact

If possible, the items will be sold at auction or for scrap. Any revenue generated from the disposition of these assets will offset the cost of the replacement items.

Background

Staff has identified obsolete equipment that is no longer usable by the District. These items have been replaced by newer items and are no longer needed.

Recommendation

Staff recommends that the Board of Directors designate identified items are surplus equipment and authorize disposition as appropriate.

Attachments

Attachment A: Valley Sanitary District Equipment Disposition Form

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VALLEY SANITARY DISTRICT EQUIPMENT DISPOSITION FORM

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

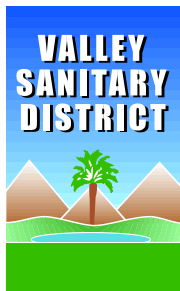
Date of Disposition: 09/11/2019	
Department: Laboratory	Location: Valley Sanitary District

Justification for Disposition: Replacement of obsolete equipment with new-updated models.

Item #	Asset Tag #	Serial #	Description	Current Location	Value \$	
1	05019	9504-103	Precision Sci Waterbath	VSD - Laboratory	0	E-waste
2	05018	9501-203	Precision Sci Waterbath	VSD - Laboratory	0	E-waste
3	05014	1276	Gast Vacuum Pump	VSD - Laboratory	0	E-waste
4		0296	Gast Vacuum Pump	VSD - Laboratory	0	E-waste
5		2687	GT4800 Balance	VSD - Laboratory	0	E-waste
6		062828	Market Forge Autoclave	VSD - Laboratory	\$5,000	GovDeals
7						
8						
9						
10						

Check One: <input type="checkbox"/> Sold (Please attach supporting documentation and sale value.) <input type="checkbox"/> Lost (Please include complete description of circumstances surrounding loss.) <input type="checkbox"/> Donated to outside organization (Please attach supporting documentation.) <input type="checkbox"/> Traded In (Please attach supporting documentation.) <input type="checkbox"/> Reassigned for use as source of parts <input type="checkbox"/> Stolen (Please attach police report or complete description of circumstances.) <input type="checkbox"/> Destroyed (Please include complete description of circumstances.) <input type="checkbox"/> Declared Surplus (Please attach documentation of Board Action) <input type="checkbox"/> Other, Please explain:

Department Supervisor: Anna Bell (Laboratory)	General Manager:
District Board Action:	



**Valley Sanitary District
Board of Directors Meeting
September 24, 2019**

TO: Board of Directors

THROUGH: Beverli A. Marshall, General Manager

FROM: Joanne Padgham, Administration & Finance Manager

SUBJECT: **Informational Report by Southwest Networks on Systems Implemented to Combat Cybersecurity Risks**

<input type="checkbox"/> Board Action	<input type="checkbox"/> New expenditure request	<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 introduce Matt Disher, President of Southwest Networks, to give an informational report on systems implemented to combat cybersecurity risks.

Fiscal Impact

None

Background

Matt Disher, President of Southwest Networks, our computer consultants, is here to present a brief discussion about the District’s Information System and Cybersecurity.

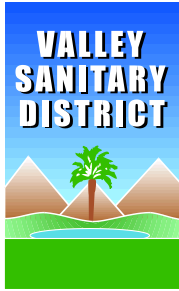
Recommendation

Staff recommends that the Board receive the information and, if necessary, provide direction to staff.

Attachments

None

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**Valley Sanitary District
Board of Directors Meeting
September 24, 2019**

TO: Board of Directors

THROUGH: Beverli A. Marshall, General Manager

SUBJECT: Update on Status of Application to EPA Region IX Filed by Cabazon Band of Mission Indians for Treatment in a Similar Manner as a State with Respect to Certain Federal Water Quality Programs

<input checked="" type="checkbox"/> Board Action	<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 to receive an update on the status of this application.

Fiscal Impact

There is no fiscal impact at this time.

Background

In April 2018, the Cabazon Band of Mission Indians submitted an application (Attachment A) to the EPA’s Region 6 for treatment in a similar manner as a state with respect to water quality programs. Since VSD discharges into the Whitewater River (Coachella Valley Stormwater Channel), which crosses tribal lands, we could be affected by the approval of this application. Staff asked General Counsel to provide an update to the Board on the application and potential impact on VSD’s discharge into the channel.

Recommendation

Staff recommends that the Board of Directors receive the update and provide direction, if appropriate.

Attachments:

Attachment A: Application to EPA Region IX Filed by Cabazon Band of Mission Indians

TREATMENT IN A MANNER SIMILAR TO A STATE APPLICATION

For Administration of Water Quality Standards Program by
Cabazon Band of Mission Indians



CABAZON BAND OF MISSION INDIANS

Environmental Department
84-245 Indio Springs Parkway
Indio, CA 92203-3499

April 2018

U.S. EPA Region IV Water Management Division
Clean Water ACT (CWA) § 106 Water Quality Management Program

Approved by:

Danielle Angeles
U.S. EPA Region 9
Project Officer

(Signature)

(Date)

Douglas Welmas
Cabazon Band of Mission Indians
Tribal Chairman

(Signature)

(Date)

Jacquelyn Barnum
Cabazon Band of Mission Indians
Environmental Director

(Signature)

(Date)

[Handwritten Signature] 4/03/2018
[Handwritten Signature] 4/02/2018



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1. Introduction

The Cabazon Indian Reservation is found within the territory of the people known as the Desert Cahuilla, who became a separate linguistic and culturally independent tribe in approximately 1000 B.C. The reservation is located on non-contiguous lands in the eastern half of the Coachella Valley Riverside County, California. It is divided over four sections of land, Sections 19,30,32 are located in Township 5 and Range 8 and Section 6 is located in Township 7, Range 9. These sections occur adjacent to the cities of Indio, Coachella and the unincorporated communities of Thermal and Mecca.

The reservation was defined by Presidential Decree in 1876, as consisting of three parcels of raw desert totaling 2,400 acres. The tribe, consisting of 600 members during that period, has dwindled to fewer than 30 descendants. The reservation has also decreased in area, to approximately 1,389 acres. Portions of reservation land were taken, first, by the Southern Pacific Railroad and later, by the State of California. This land was used to create a railroad and an interstate right-of-way. In fact, the City of Indio was created out of much of the acreage seized for the Southern Pacific Railroad.

Beginning in stark poverty, on sun-baked, land-locked property, the Cabazon Band of Mission Indians (CBMI) have utilized some expert assistance, and as result, have created a flourishing array of business and opportunities for Tribal members, as well as providing employment opportunities for adjacent communities. After reorganizing themselves in 1980, the Tribe has developed a successful Tribal government that has served as the fundamental principle to manage all aspects of the organization.

The Tribe has developed an excellent administrative staff, nearly 30 personnel, who are working to bring prosperity to the Tribe, while seeking to protect natural resources such as air, soil and water. The Tribe places a great importance on its water quality, because it sustains ecological processes that support native wildlife, vegetation, and riparian throughout the surface and groundwater sources in the reservation. Water quality, ultimately, impacts human health, local economy, and community. The Tribe and adjacent communities benefit from these water supplies for domestic, industrial, agricultural, and wildlife habitat use.

2. Application for Treatment in a Manner Similar to State

The Cabazon Band of Mission Indians (CBMI) is submitting an application to the U.S. Environmental Protection Agency for Treatment in a Manner Similar as a State (TAS) to administer a CWA section 303(c) water quality standards program and CWA section 401 water quality certification program. CBMI attempts to oversee this authority for all waters within the reservation boundaries.

3. Federal Recognition

The CBMI is an Indian Tribe recognized by the Secretary of the Interior. The CBMI appear on the Secretary of the Interior's annual list of officially recognized Indian tribes. See page 1943 Federal Register January 14, 2015 (see **Attachment A**).



4. Sovereignty and Governmental Powers on Indian Reservation

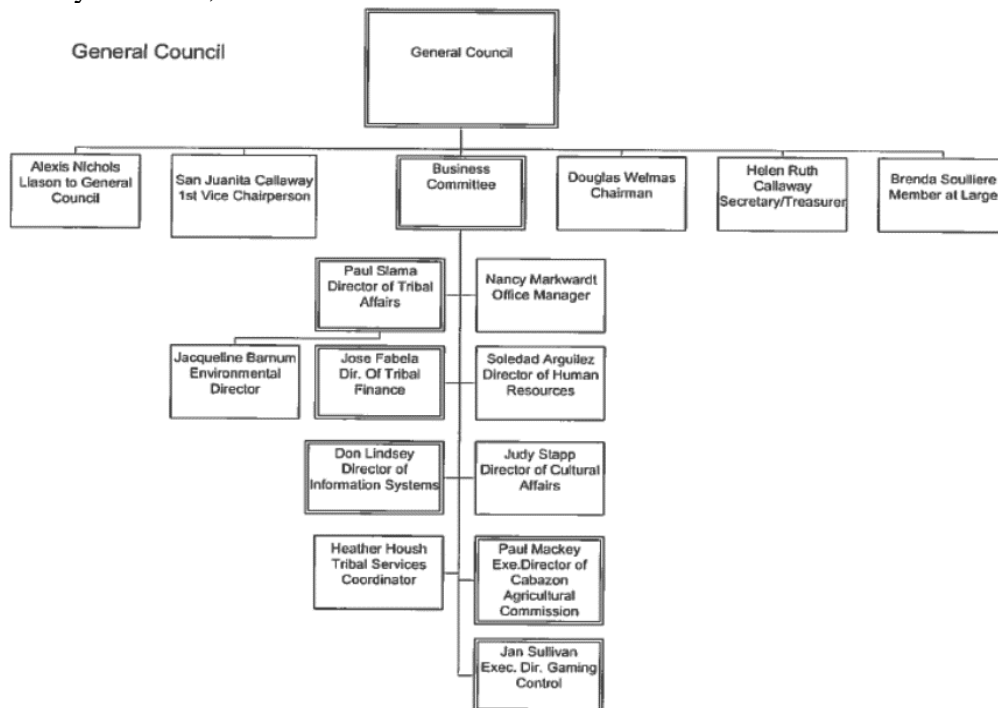
In exercising powers of self-government over the reservation, the CBMI operates under written Articles of Association found on Cabazon Tribal Code which were approved by the Commissioner of Indian Affairs on April 13, 1965. Under those Articles the governing body of the Tribe is the General Council, which consists of all adult members over 18 years of age.

A. Structure of Tribal Government

The General Council, in turn, elects 5 members to the Cabazon Business Committee, which includes a Chairman, a First and Second Vice-Chairman, a Secretary-treasurer and a Liaison to the General Council. The members of the Business Committee appoint a Member-at-Large, who also serves on that Committee. Members of the Business Committee serve four year terms under the Cabazon Tribal Code (see **Attachment C**). Articles of Association provided (see **Attachment B**) and Cabazon Environmental Code (see **Attachment G**).

B. Types of Government Functions Performed

Services provided under these governmental powers include the following: Accounting services including Tribal Finance, Human Resources, Information Technology Department. A structured legal system including a Tribal Police Department which enforce state and federal law. A Tribal Gaming Commission to regulate gaming. The tribe also has a Tribal Court, an office of the reservation attorney, and a roster of firms on contract to assist in the operations and exercising of rights by the Tribal. A land and Property Division including Planning Department, Environmental Department, Health & Safety Division, and Cultural Museum.





C. Source of Tribal Government's Authority

Under Article 6 (A) (6) of the Cabazon's Articles of Association, the General Council is authorized to delegate to the Council has done so twice. By resolution date June 5, 1985, the General Council authorized the Business Committee "to take any and all action which the General Council could take, including but not limited to approving contracts, agreements, leases, easements and rights-of-way" related to tribal economic development activities. More recently, on July 20, 1988, the General Council adopted supplementary resolution authorizing the Business Committee to enact codes and ordinances for CBMI.

Under its Articles of Association, the CBMI exercises a full range of governmental powers over the Cabazon Band of Indian Reservation. These powers set forth in Article (A) include the authority and responsibility:

- To promote the health, education, safety and welfare of the tribe;
- To manage, lease and otherwise deal with tribal lands and assets;
- To levy taxes and assess fees;
- To manage tribal affairs in a competent manner; and
- To enact codes and ordinances to carry out the tribe's powers.

In addition, The Business Committee is expressly authorized under Article 6 (c) to represent the tribe in negotiations with federal, state and local governments.

In order to exercise these powers, and to properly regulate the lands, waters, wildlife and economic activities within the reservation, the CBMI has enacted comprehensive tribal ordinances and established a sophisticated governmental structure to implement and enforce them.

The CBMI is one of the few tribes in California to have codified its ordinance and published them in a single volume. Among its ordinance contained in the Cabazon Tribal Code are these relating to the licensing and taxation of businesses (Title 3); reservation housing (Title 4); land use planning and regulation (Title 6); construction and development standards (Title 7); and public health, safety and sanitation (Title 8). The Band actively exercise these and other governmental functions, such as zoning the reservation, taxing, reservation-based businesses and issuing building and construction permits.

CBMI recognizes, however, that carrying out governmental functions requires more than enacting laws; it must also enforce them. In order to accomplish this, the Tribe has developed and governmental structure to ensure meaningful and effective regulation on the reservation. Cabazon was one of the first, and remains one of the few California tribes to establish and operate a Tribal Court. Cabazon Tribal Code Title 9 – The Reservation Court (see **Attachment D**) describes the establishment, organization and rules of civil procedure. To support these actions of the Tribal Code, the CBMI Environmental Department has developed an Environmental code to regulate



environmental practices, protect water quality, and pollution prevention by enforcement and judicial review (see **Attachment G**).

The tribe has also established a full-time Planning Department staffed with experienced professionals to oversee and regulate development activities on the Reservation. Furthermore, Cabazon operates a 40+ member Public Safety Department which provides Reservation-wide law enforcement, code compliance and fire protection services.

Finally, CBMI plainly has emergency response authority comparable to that contained in Section 504 of the Clean Water Act. As federally recognized tribal government, the tribe is authorized to bring actions in federal court, which could include actions seeking injunctive relief from water pollution emergencies that threaten tribal water resources or endanger public health and safety. 38. U.S.C & 1162. Under this statute, the tribe is regarded as standing in the shoes of the United States for such purposes. See *Moe v. Confederated Tribes*, 435 U.S 463 (1976). Additionally, the Band is further empowered to bring actions in the Cabazon Reservation Court, which exercises jurisdiction “over all territory including but not limited to lands, waters, roadways, easements and rights-of-way within the exterior boundaries of the Cabazon Indian Reservation.” Cabazon Tribal Code 9-12.

A Tribal Attorney’s letter describing the legal basis for the regulatory authority of CBMI over its Reservation in the Coachella Valley and the capability of the Tribe to manage and regulate those resources is attached (see **Attachment F**). The letter clarifies and affirms the jurisdiction of the Tribe to set and to enforce water quality standards.

5. Authority to Regulate the Quality of Reservation Surface Waters

The reservation, which is approximately 1,389 acres, is located on non-contiguous lands in the eastern half of the Coachella Valley, Riverside County, California. It is divided over four sections of land, Sections 19, 30, 32 are located in Township 5 and Range 8 and Section 6 is located in Township 7, Range 9. These sections occur adjacent to the cities of Indio, Coachella and the unincorporated communities of Thermal and Mecca. Reservation land in Section 32 is located just north of the City of Coachella, where the Whitewater River and Highway 86 cross the Reservation lands diagonally.

A. Description of Surface Water That The Tribe is Proposing for Water Quality Standards Program

Map 1, display below, shows the location of the Whitewater River, also known as the Coachella Valley Stormwater Channel, which has 1.2 miles of perennial stream flow crossing the Northern and Central portion of the CBMI Reservation. Map 1, also shows Twentynine Palms Band of Mission Indians (29 BOMI) Reservation adjacent to the CBMI Reservation. The channel, an unlined drainage, is dry most of the time, flowing only during the rainy season and during periods of prolonged precipitation. However, a treated effluent discharge pipe is located at Valley Sanitary District in Indio, California, where there is discharge flow rate of approximately 7,000 acre-ft/yr of treated

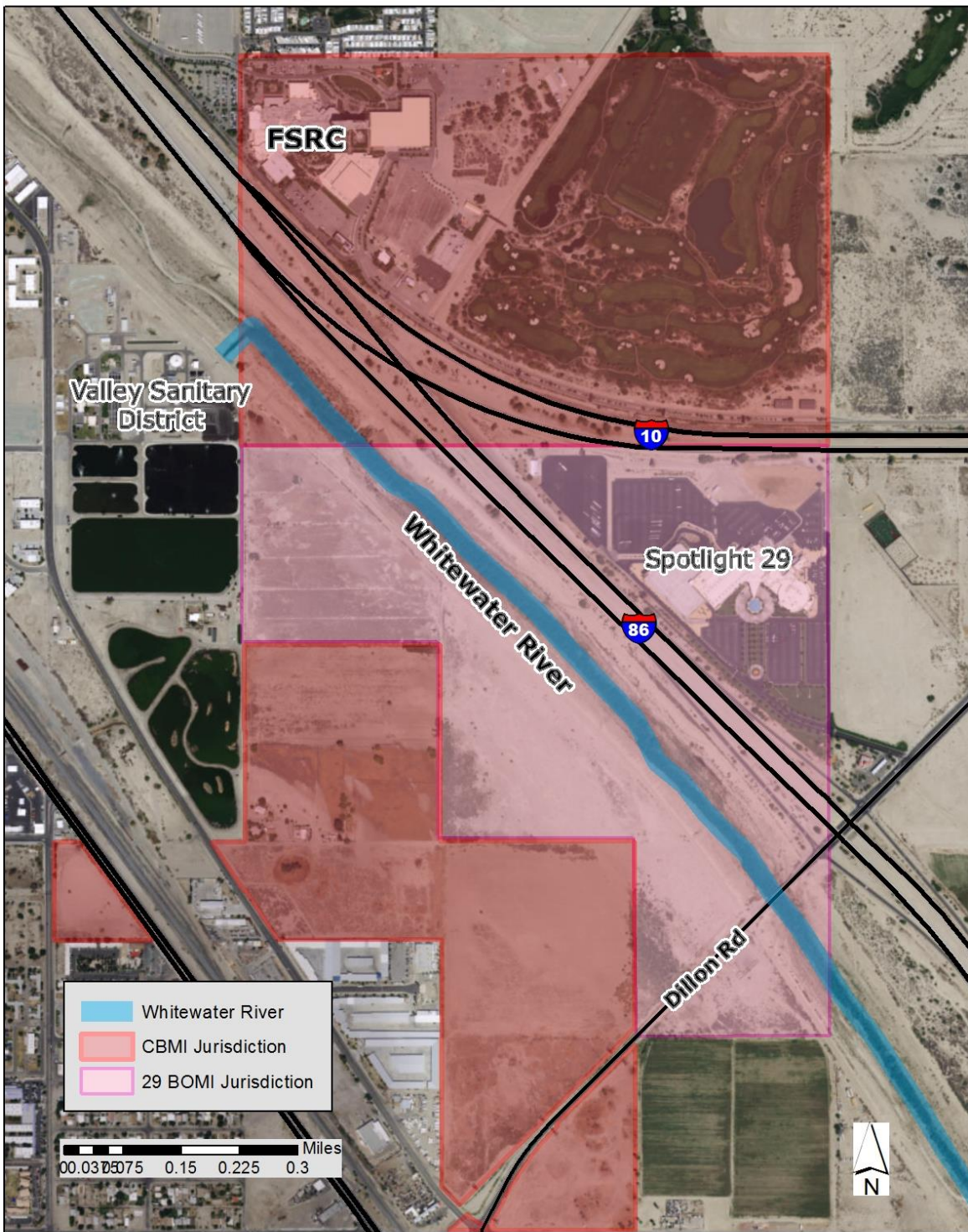


wastewater into the Whitewater River. The nutrient-rich primary flow from the discharge pipe supports precious aquatic vegetation and woody riparian habitat (i.e. Sonoran cottonwood-willow riparian and Mesquite hummocks) in CBMI jurisdiction, as well as transient stormwater flow approximately 13 miles downstream to the Salton Sea delta marsh.

Map 2, shown below, illustrates a riparian habitat in this portion of the channel contains a dense mixture of native and non-native vegetative components that have grown into a multi-layered canopy with an intricate structure. The understory, lower levels of the habitat, consists of cattail and other native herbaceous riparian plants. This section of Whitewater River has a perennial stream due to treated effluent discharge. Flowing streams and pooled water were present during our survey, thus supporting an excellent riparian growth (i.e. Sonoran cottonwood-willow riparian, Mesquite hummocks, Desert saltbrush scrub, and Valley freshwater marsh), as well as the presence of fish and other wildlife. The Whitewater River bisects the Cabazon Reservation from the South of Avenue 48 and North of Avenue 50/ Tyler Street. The Whitewater River is located Northeast of the Cabazon Tribal Housing community.



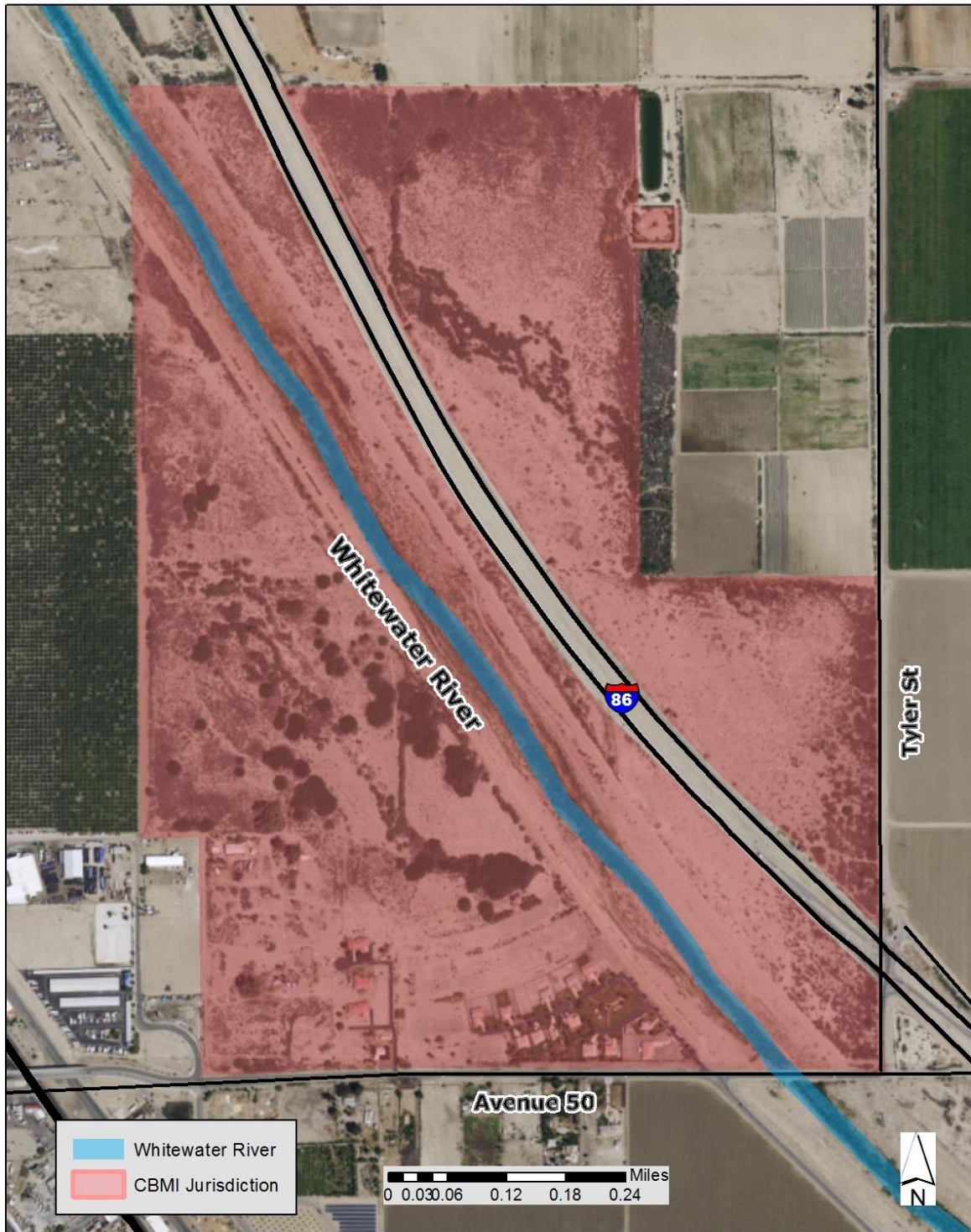
Cabazon Band of Mission Indians Whitewater River 1



Map 1 – Whitewater River surface water flows from VSD Discharge Point through CBMI Reservation leading into 29 BOMI Reservation. Indio, California.



Cabazon Band of Mission Indians Whitewater River 2



Map 2 – Whitewater River Bisection South of Avenue 48 and North of Avenue 50/Tyler Street and North of Cabazon Tribal Housing. Coachella, California.



B. Importance of Monitoring These Surface Waters

CBMI proposes to establish water quality standards for all surface waters lying within the boundaries of the Whitewater River channel. The various point and non-point source activities occurring near the reservation may potentially pick up and carry away natural and human-made pollutants affecting the water quality and preventing it from fully supporting beneficial uses. For this reason, CBMI needs authority to establish quality standards for these surface water sources. In the past, water quality impairments have been present in the river. Runoff flow from agricultural areas, roads, highways, bridges, illegal dumping and other developed areas may have increased turbidity, salinity, temperature, and dissolved oxygen, which could negatively impact the aquatic and riparian vegetation.

In addition, the Whitewater River serves as the principle drainage for the entire Coachella Valley; it fosters infiltration capacity of the soil which reduces soil erosion factors. Regular maintenance and monitoring of the channel, accompanied by debris control, will ensure proper functioning at all times. The protection of the river against potential harmful flooding events not only supports CBMI traditional values, but aesthetic values of tribal residential area adjacent to the river.

6. Implementation and Resources for the Tribe's Water Quality Standards Program

A. Tribe's Previous Resource Management Experience

CBMI has managed a Tribal water quality program for the reservation since the 1990's. In 1995, A Tribal Resolution was approved by the Business Committee to adopt an ordinance for CBMI to prohibit the discharge of any pollutant into the surface and ground waters of the jurisdictional boundaries of the reservation furthering Tribal capacity to regulate its waters. This resolution levies penalties, petitions a court to rule on said levies, and grants the jurisdictional court to impose clean up and abatement to parties liable for the discharge of pollutants in the waters of the CBMI Reservation.

This jurisdictional situation has been in place for about two decades which programs such CWA 106, CWA 319, CAA 103, and GAP has been administered by the Environmental Department staff. Tribal staffing with water quality related duties has grown from three full time equivalent staff initially to a current staff of five. All water quality programs are overseen by the Director for Environmental Department. The water program work is supported by several administrative staff within the program and other Tribal Department such as Planning Department, Human Resources, Information Technology, Accounting, and private consulting firms.

CBMI Environmental Department began monitoring surface water in the early 1990s at the Whitewater River. The water quality monitoring is routinely conducted by the Environmental Technician, and reporting completed by the Environmental Analyst. The purpose of regularly and consistent monitoring is to determine whether water quality specifications are met to support healthy aquatic and riparian vegetation. Periodically



monitoring these waters and establishing a baseline water quality trends to help the Department detect any impairment or changes to address it immediately. Each year, preventative measures are taken to control non-point source pollution, typically addressing road runoff, stabilizing eroding soils, and removing debris as results of illegal dumping.

To support these actions, the CBMI Environmental Department has developed an Environmental code to regulate environmental practices and protect water quality by enforcing these codes (see **Attachment G**). As previously mentioned, CBMI Environmental Department is administering a set of tribal laws and regulations which in conjunction will facilitate the water quality protection and pollution prevention. These tribal laws and regulations includes Cabazon Tribal Code, and an Environmental Code (see **Attachment C** and **G**) that assures a healthy and sound environment for present and future generations. The Environmental Code shall be applied in such a way as to ensure that human health and the environment are protected against damage and detriment, whether caused by pollutants or other impacts, and the use of land, water and the physical environment in general to secure a long term proper management in ecological.

B. Entity Exercising Executive, Legislative and Judicial Functions

Cabazon Band of Mission Indians is organized under a Constitution which creates a General Council whose responsibility is to manage the affairs of the Tribe. The General Council, in turn, elects 5 members to the Cabazon Business Committee, which includes a Chairman, a First and Second Vice-Chairman, a Secretary-treasurer and a Liaison to the General Council. The members of the Business Committee appoint a Member-at-Large, who also serves on that Committee. Members of the Business Committee serve four year terms. The Tribes' Judiciary consists of a Tribal Court. The Tribal Court is led by a Chief, said position being appointed by the Business Council for a four-year term, subject to a vote of confidence by the Tribal membership after 3 years. The Business Council also appoints Associate Judges. The Court system handles both Criminal and Civil matters, and the Tribes' legal system includes a full array of legal services for both the government and the membership.

C. Tribal Agency Assuming Primary Responsibility for Water Quality Standards

The CBMI Environmental Department will assume primary responsibility for establishing, reviewing, implementing, and revising water quality standards. The department has a permanent staff office of five employees, with three of the positions having a focus on water quality standards, and water management and protection. The two other positions address administrative and grants affairs.

The mission and programs administered by the department include the following:

- To protect and enhance water quality in the reservation through developing best environmental practices, providing baseline water data management evaluating and revising water quality standards.



- To protect tribe members and surrounding areas residents from unhealthy exposure.
- To work with other agencies by assessing quality of the waters and making recommendations for actions to protect and enhance the protected waters.
- To provide staff with up-to-date trainings and tools to facilitate the best water quality practices.

D. Administration and Management of Water Quality Standards

CBMI Environmental Department has the capabilities to administer and manage an effective water quality standards program. To support of this application, the Environmental Department's job descriptions and resumes are provided (see **Attachement H** and **I**), respectively. The personnel poses an extensive water related job experience in the environmental and/or health field, which will assure a proper management of the water quality standards program. In addition to these positions, the Department is supported by others program within the Tribe including Human Resources, Finance, Information Systems (IT), Tribal Court, and a Tribal Public Safety department.



7. Attachments

A. Federal Register January 14, 2015



1942

Federal Register / Vol. 80, No. 9 / Wednesday, January 14, 2015 / Notices

or question with the above individual. You will receive a reply during normal business hours.

SUPPLEMENTARY INFORMATION: A person or party who wishes to protest against this survey must file a written notice with the Oregon State Director, Bureau of Land Management, stating that they wish to protest. A statement of reasons for a protest may be filed with the notice of protest and must be filed with the Oregon State Director within thirty days after the protest is filed. If a protest against the survey is received prior to the date of official filing, the filing will be stayed pending consideration of the protest. A plat will not be officially filed until the day after all protests have been dismissed or otherwise resolved. Before including your address, phone number, email address, or other personal identifying information in your comment, you should be aware that your entire comment—including your personal identifying information—may be made publicly available at any time. While you can ask us in your comment to withhold your personal identifying information from public review, we cannot guarantee that we will be able to do so.

Mary J.M. Hartel,
*Chief Cadastral Surveyor of Oregon/
Washington.*

[FR Doc. 2015-00413 Filed 1-13-15; 8:45 am]

BILLING CODE 4310-33-P

DEPARTMENT OF THE INTERIOR

Bureau of Land Management

[LLNV952000 L14400000.BJ0000
LXSSF2210000.241A; 13-08807; MO#
4500075689; TAs: 15X1109]

Filing of Plats of Survey; NV

AGENCY: Bureau of Land Management, Interior.

ACTION: Notice.

SUMMARY: The purpose of this notice is to inform the public and interested State and local government officials of the filing of Plats of Survey in Nevada.

DATES: *Effective Dates:* Unless otherwise stated filing is effective at 10:00 a.m. on the dates indicated below.

FOR FURTHER INFORMATION CONTACT: Michael O. Harmening, Chief, Branch of Geographic Sciences, Bureau of Land Management, Nevada State Office, 1340 Financial Blvd., Reno, NV 89502-7147, phone: 775-861-6490. Persons who use a telecommunications device for the deaf (TDD) may call the Federal Information Relay Service (FIRS) at 1-800-877-8339 to contact the above

individual during normal business hours. The FIRS is available 24 hours a day, 7 days a week, to leave a message or question with the above individual. You will receive a reply during normal business hours.

SUPPLEMENTARY INFORMATION:

1. The Plat of Survey of the following described lands was officially filed at the Bureau of Land Management (BLM) Nevada State Office, Reno, Nevada on October 14, 2014:

The plat, in 1 sheet, representing the dependent resurvey of the east boundary, a portion of the west boundary, the north boundary and a portion of the subdivisional lines, Township 26 North, Range 49 East, Mount Diablo Meridian, Nevada, under Group No. 919, was accepted October 10, 2014. This survey was executed to meet certain administrative needs of the Bureau of Land Management.

2. The Plat of Survey of the following described lands was officially filed at the BLM Nevada State Office, Reno, Nevada on December 19, 2014:

The plat, in 2 sheets, representing the dependent resurvey of a portion of the east boundary and a portion of the subdivisional lines, and a metes-and-bounds survey in section 13, Township 15 North, Range 64 East, of the Mount Diablo Meridian, Nevada, under Group No. 927, was accepted December 17, 2014. This survey was executed to meet certain administrative needs of the Bureau of Land Management.

3. The Plat of Survey of the following described lands was officially filed at the BLM Nevada State Office, Reno, Nevada on December 19, 2014:

The plat, in 4 sheets, representing the dependent resurvey of the Third Standard Parallel North through a portion of Range 65 East, a portion of the west boundary and a portion of the subdivisional lines, and the corrective dependent resurvey of a portion of the subdivisional lines, the subdivision of section 7, and metes-and-bounds surveys in sections 3, 7 and 18, Township 15 North, Range 65 East, of the Mount Diablo Meridian, Nevada, under Group No. 927, was accepted December 17, 2014. This survey was executed to meet certain administrative needs of the Bureau of Land Management.

4. The Plat of Survey of the following described lands was officially filed at the BLM Nevada State Office, Reno, Nevada on November 7, 2014:

The plat, in 6 sheets, representing the dependent resurvey of a portion of the south and west boundaries, a portion of the subdivisional lines and a portion of the subdivision of section 18, and a

metes-and-bounds survey of a line 30 feet easterly and parallel with the apparent centerline of a portion of Cave Valley road, through sections 18, 19, 30 and 31, and a metes-and-bounds survey of a line 30 feet southerly and parallel with the apparent centerline of an unimproved dirt road and a portion of the westerly right-of-way line of Highway Nos. 6, 50 and 93, through a portion of section 34, Township 15 North, Range 64 East, of the Mount Diablo Meridian, Nevada, under Group No. 928, was accepted October 31, 2014. This survey was executed to meet certain administrative needs of the Bureau of Land Management to affect the transfer of Federal Lands to the State of Nevada, as directed by Public Law 109-432.

5. The Plat of Survey of the following described lands was officially filed at the BLM Nevada State Office, Reno, Nevada on November 7, 2014:

The plat, in 1 sheet, representing the dependent resurvey of the First Standard Parallel North through a portion of Range 40 East, as portion of the subdivisional lines and a portion of Mineral Survey No. 4414, Township 6 North, Range 40 East, of the Mount Diablo Meridian, Nevada, under Group No. 932, was accepted November 5, 2014. This survey was executed to meet certain administrative needs of the Bureau of Land Management.

The surveys listed above are now the basic record for describing the lands for all authorized purposes. These records have been placed in the open files in the BLM Nevada State Office and are available to the public as a matter of information. Copies of the surveys and related field notes may be furnished to the public upon payment of the appropriate fees.

Dated: January 6, 2015.

Michael O. Harmening,
Chief Cadastral Surveyor, Nevada.

[FR Doc. 2015-00426 Filed 1-13-15; 8:45 am]

BILLING CODE 4310-HC-P

DEPARTMENT OF THE INTERIOR

Bureau of Indian Affairs

[145A2100DD/A0T500000.000000/
AAK3000000]

Indian Entities Recognized and Eligible To Receive Services From the United States Bureau of Indian Affairs

AGENCY: Bureau of Indian Affairs, Interior.

ACTION: Notice.

SUMMARY: This notice publishes the current list of 566 tribal entities



Cabazon Band of Mission Indians
 84-245 Indio Springs Parkway
 Indio, Ca 92203
 Phone: (760)342-5000

Treatment in a Manner Similar to State
 April 2018
 EPA-CWA

recognized and eligible for funding and services from the Bureau of Indian Affairs by virtue of their status as Indian tribes. The list is updated from the notice published on January 29, 2014 (79 FR 4748).

FOR FURTHER INFORMATION CONTACT: Laurel Iron Cloud, Bureau of Indian Affairs, Division of Tribal Government Services, Mail Stop 4513-MIB, 1849 C Street NW., Washington, DC 20240. Telephone number: (202) 513-7641.

SUPPLEMENTARY INFORMATION: This notice is published pursuant to Section 104 of the Act of November 2, 1994 (Pub. L. 103-454; 108 Stat. 4791, 4792), and in exercise of authority delegated to the Assistant Secretary—Indian Affairs under 25 U.S.C. 2 and 9 and 209 DM 8.

Published below is a list of federally acknowledged tribes in the contiguous 48 states and Alaska.

Amendments to the list include name changes and name corrections. To aid in identifying tribal name changes and corrections, the tribe's previously listed or former name is included in parentheses after the correct current tribal name. We will continue to list the tribe's former or previously listed name for several years before dropping the former or previously listed name from the list.

The listed Indian entities are acknowledged to have the immunities and privileges available to federally recognized Indian tribes by virtue of their government-to-government relationship with the United States as well as the responsibilities, powers, limitations and obligations of such tribes. We have continued the practice of listing the Alaska Native entities separately solely for the purpose of facilitating identification of them and reference to them given the large number of complex Native names.

Dated: January 8, 2015.

Kevin K. Washburn,
Assistant Secretary—Indian Affairs.

INDIAN TRIBAL ENTITIES WITHIN THE CONTIGUOUS 48 STATES RECOGNIZED AND ELIGIBLE TO RECEIVE SERVICES FROM THE UNITED STATES BUREAU OF INDIAN AFFAIRS

Absentee-Shawnee Tribe of Indians of Oklahoma
 Agua Caliente Band of Cahuilla Indians of the Agua Caliente Indian Reservation, California
 Ak Chin Indian Community of the Maricopa (Ak Chin) Indian Reservation, Arizona
 Alabama-Coushatta Tribe of Texas (previously listed as the Alabama-Coushatta Tribes of Texas)

Alabama-Quassarte Tribal Town
 Alturas Indian Rancheria, California
 Apache Tribe of Oklahoma
 Arapaho Tribe of the Wind River Reservation, Wyoming
 Aroostook Band of Micmacs (previously listed as the Aroostook Band of Micmac Indians)
 Assiniboine and Sioux Tribes of the Fort Peck Indian Reservation, Montana
 Augustine Band of Cahuilla Indians, California (previously listed as the Augustine Band of Cahuilla Mission Indians of the Augustine Reservation)
 Bad River Band of the Lake Superior Tribe of Chippewa Indians of the Bad River Reservation, Wisconsin
 Bay Mills Indian Community, Michigan
 Bear River Band of the Rohnerville Rancheria, California
 Berry Creek Rancheria of Maidu Indians of California
 Big Lagoon Rancheria, California
 Big Pine Paiute Tribe of the Owens Valley (previously listed as the Big Pine Band of Owens Valley Paiute Shoshone Indians of the Big Pine Reservation, California)
 Big Sandy Rancheria of Western Mono Indians of California (previously listed as the Big Sandy Rancheria of Mono Indians of California)
 Big Valley Band of Pomo Indians of the Big Valley Rancheria, California
 Bishop Paiute Tribe (previously listed as the Paiute-Shoshone Indians of the Bishop Community of the Bishop Colony, California)
 Blackfoot Tribe of the Blackfoot Indian Reservation of Montana
 Blue Lake Rancheria, California
 Bridgeport Indian Colony (previously listed as the Bridgeport Paiute Indian Colony of California)
 Buena Vista Rancheria of Me-Wuk Indians of California
 Burns Paiute Tribe (previously listed as the Burns Paiute Tribe of the Burns Paiute Indian Colony of Oregon)
 Cabazon Band of Mission Indians, California
 Cachil DeHe Band of Wintun Indians of the Colusa Indian Community of the Colusa Rancheria, California
 Caddo Nation of Oklahoma
 Cahto Tribe of the Laytonville Rancheria
 Cahuilla Band of Mission Indians of the Cahuilla Reservation, California
 California Valley Miwok Tribe, California
 Campo Band of Diegueno Mission Indians of the Campo Indian Reservation, California
 Capitan Grande Band of Diegueno Mission Indians of California: (Barona Group of Capitan Grande Band of Mission Indians of the Barona Reservation, California; Viejas (Baron Long) Group of Capitan Grande Band

of Mission Indians of the Viejas Reservation, California)
 Catawba Indian Nation (aka Catawba Tribe of South Carolina)
 Cayuga Nation
 Cedarville Rancheria, California
 Chemehuevi Indian Tribe of the Chemehuevi Reservation, California
 Cher-Ae Heights Indian Community of the Trinidad Rancheria, California
 Cherokee Nation
 Cheyenne and Arapaho Tribes, Oklahoma (previously listed as the Cheyenne-Arapaho Tribes of Oklahoma)
 Cheyenne River Sioux Tribe of the Cheyenne River Reservation, South Dakota
 Chicken Ranch Rancheria of Me-Wuk Indians of California
 Chippewa Cree Indians of the Rocky Boy's Reservation, Montana (previously listed as the Chippewa-Cree Indians of the Rocky Boy's Reservation, Montana)
 Chitimacha Tribe of Louisiana
 Citizen Potawatomi Nation, Oklahoma
 Cloverdale Rancheria of Pomo Indians of California
 Cocopah Tribe of Arizona
 Coeur D'Alene Tribe (previously listed as the Coeur D'Alene Tribe of the Coeur D'Alene Reservation, Idaho)
 Cold Springs Rancheria of Mono Indians of California
 Colorado River Indian Tribes of the Colorado River Indian Reservation, Arizona and California
 Comanche Nation, Oklahoma
 Confederated Salish and Kootenai Tribes of the Flathead Reservation
 Confederated Tribes and Bands of the Yakama Nation
 Confederated Tribes of Siletz Indians of Oregon (previously listed as the Confederated Tribes of the Siletz Reservation)
 Confederated Tribes of the Chehalis Reservation
 Confederated Tribes of the Colville Reservation
 Confederated Tribes of the Coos, Lower Umpqua and Siuslaw Indians
 Confederated Tribes of the Goshute Reservation, Nevada and Utah
 Confederated Tribes of the Grand Ronde Community of Oregon
 Confederated Tribes of the Umatilla Indian Reservation (previously listed as the Confederated Tribes of the Umatilla Reservation, Oregon)
 Confederated Tribes of the Warm Springs Reservation of Oregon
 Coquille Indian Tribe (previously listed as the Coquille Tribe of Oregon)
 Cortina Indian Rancheria (previously listed as the Cortina Indian Rancheria of Wintun Indians of California)
 Coushatta Tribe of Louisiana

Cabazon Band of Mission Indians,
 Indio, California



B. Articles of Association under Cabazon Tribal Code

ORGANIZATIONAL DOCUMENTS

ARTICLES OF ASSOCIATION OF THE CABAZON BAND OF MISSION INDIANS*

We, the members of the Cabazon Band of Mission Indians of California, hereinafter referred to as the Band, do hereby adopt these Articles of Association to establish rules of procedure to govern our tribal authority and jurisdiction.

1. *Territory.* The jurisdiction of the Band shall extend to the land now and hereafter comprised within the Cabazon Reservation.
2. *Membership.*
 - A. The membership of the Band shall consist of those living persons in the following categories:
 - (1) Indians of the Band whose names appear on the Cabazon Membership Roll, approved by the Deputy Commissioner of Indian Affairs on January 26, 1962, in accordance with Cabazon Ordinance No. 1, approved by the Area Director on August 29, 1961.
 - (2) Descendants of those persons listed on the roll approved by the Deputy Commissioner of Indian Affairs on January 26, 1962, regardless of whether the ancestor on that roll is living or deceased, providing such descendants possess one-fourth or more degree of Indian blood.
 - B. The official Membership Roll shall be prepared and maintained in accordance with Ordinance No. 1, adopted by the Band on July 30, 1961, and approved by the Area Director, Bureau of Indian Affairs, Sacramento Area Office, on August 29, 1961.

*Editor's note—As approved on April 13, 1965 and as amended through January 1, 1990.



3. ***Governing Body.*** The governing body of the Band shall be the General Council which shall consist of all adult members eighteen (18) years of age or older. In addition, there shall be elected from the General Council a Business Committee consisting of a Chairman, a 1st Vice Chairman, a 2nd Vice Chairman, a Secretary-Treasurer and a Liaison with the General Council who shall have the administrative powers and duties hereinafter described. Members of the Business Committee shall serve a term of four (4) years or until their successors are duly elected and installed.
4. ***Elections.*** Any member of the Band eighteen (18) years of age or older shall have the right to vote and, if duly elected, to hold office. All elections of officers shall be by secret ballot. Nominations for officers of the Business Committee shall be made at a General Council meeting preceding the month of elections and all nominees certified by the existing Business Committee shall have their names placed on the ballot. All incumbent names shall be placed on the ballot automatically unless incumbent does not wish to run. No election shall be valid unless at least fifty (50) percent of the qualified voters shall vote in such election. The newly elected officers shall qualify immediately upon their elections and enter upon the duties of their offices. Regular elections shall be held every four (4) years on the first Saturday in the month of May.

The General Council may enact ordinances prescribing the form of ballot, rules for calling elections, absentee balloting procedures, selection of election officials, establishment of polling places and other similar matters.

5. ***Vacancies and Recall.*** The General Council may, by two-thirds majority vote of the membership, remove any tribal official from office who fails to carry out his Business Committee responsibilities or is found guilty of a felony in any county, state or federal court, or for gross neglect of duty, or misconduct reflecting on the dignity and integrity of the Band.

Before any vote for removal is taken, the accused official shall be given a written statement of all charges filed against him at least thirty (30) days before a meeting of the General Council at which he is to appear, and he shall be



given a fair opportunity to answer any and all written charges at such meeting. The decision of the General Council shall be final.

The General Council shall immediately appoint a replacement to fill the unexpired term of any tribal official who has resigned, died or been removed from office.

6. *Powers of General Council.*

A. The General Council shall have the powers and responsibilities hereinafter provided, subject to any limitation imposed by the Statutes or Constitution of the United States:

- (1) To promote the health, education, safety and welfare of members of the Band.
- (2) To manage, lease or otherwise deal with tribal assets and to prevent the sale, disposition, lease or encumbrance of tribal lands, interest in lands, or other tribal assets without the consent of the Band. These powers shall include among others the power to make land assignments of tribal lands and approved rights of way.
- (3) To employ legal counsel. Choice of counsel and fixing of fees shall be subject to the approval of the Secretary of the Interior or his authorized representative.
- (4) To enact ordinances consistent with these Articles of Association governing future membership, loss of membership and adoption of members into the Band.
- (5) To assess fees and levy taxes for the payment of expenses of the Band or to finance any project which in its opinion is for the benefit of the Band.
- (6) To establish its own rules of procedure for the conduct of its affairs and by appropriate ordinances or resolution delegate to the Business Committee or any other committee or any other subordinate entity any of the powers and duties contained herein.
- (7) To manage the economic affairs of the Band and to establish and operate such commercial enterprises as it may deem to be for the benefit of the Band.



- (8) To encourage and foster Indian arts, crafts, culture and traditions.
 - (9) To manage tribal affairs in a competent and businesslike manner.
 - (10) To take such actions as are necessary by the enactment of the codes, ordinances, and resolutions or by any other means to carry into effect any of the enumerated or reserved powers of the Band.
- B. Any rights and powers heretofore vested in the General Council but not expressly referred to in this Article shall not be lost by reason of their omission but may be exercised through the adoption of appropriate bylaws or amendments.
- C. Business Committee. The Business Committee shall have the following administrative powers and duties but shall not commit the Band to any contract, lease or other arrangement unless it is so empowered by a duly enacted ordinance or resolution of the General Council:
- (1) Cause the effectuation of all ordinances, resolutions or other enactments of the General Council.
 - (2) Represent the Band in all negotiations between the Band and local, state and federal governments, their agencies and officers.
 - (3) Faithfully advise the General Council of all aforementioned negotiations.
7. *Meetings.* The General Council shall be convened in a regular meeting in the months of January, April, May and September of each year and subsequent months designated by the Business Committee. Special General Council meetings may be called by the Business Committee or by petition signed by at least fifty (50) percent of the qualified voters. At any regular or special meeting of the General Council thirty (30) percent of the qualified voters shall constitute a quorum and no business shall be conducted in the absence of a quorum. All General Council meetings shall be conducted in accordance with Robert's Rules of Order.
8. *Officers.* There shall be the following officers:
- A. *Chairman.* He shall preside at all meetings of the General Council and Business Committee. He shall execute on behalf of the Band all contracts, leases or other



- documents which have been approved by the General Council. He shall have general supervision of all other officers, employees and committees of the Band and see that their duties are properly performed. When neither the General Council nor the Business Committee are in session, he shall be the official representative of the Band. The Chairman shall vote only in the case of a tie vote in either the General Council or Business Committee meetings.
- B. *1st Vice Chairman.* In the absence of the Chairman, he shall have the power and authority of the Chairman and may, if authorized by the Chairman, assist the Chairman in performance of his duties.
- C. *2nd Vice Chairman.* In the absence of the Chairman and 1st Vice Chairman, he shall have the power and authority of the Chairman and may, if authorized by the Chairman, assist the Chairman in performance of his duties.
- D. *Secretary-Treasurer.* He shall keep the minutes of both the General Council meetings and meetings of the Business Committee. He shall certify the enactment of all ordinances or resolutions of both the Business Committee and the General Council. He shall attend to the giving of all notices required by this document. He shall receive on behalf of the Business Committee all petitions provided for in this document. He shall be bonded at the expense of the Band and shall have care and custody of all valuables for the Band and deposit all money in an approved depository. He shall disburse all funds as ordered by the General Council or Business Committee when authorized to expend such funds, by check to be cosigned by the Chairman and/or Vice Chairman. He shall maintain financial accounts, receipts, and records which shall be available for inspection by members of the General Council, Business Committee, and representatives of the Bureau of Indian Affairs. All financial records of the Band shall be audited at least once each year and at such other times as may be directed by the General Council or the Bureau of Indian Affairs. Copies of all minutes, resolutions, or other enactments shall be submitted to the Bureau of



Indian Affairs through the Southern California Agency as soon after their enactment as possible.

- E. *Liaison with the General Council.* He shall keep the members of the General Council advised of Business Committee activities. He shall promote communication between the General Council and the Business Committee and perform such other liaison functions as may be necessary.
9. *Approval.* These Articles of Association shall be in effect after they receive the approval of the Commissioner of Indian Affairs and the present Business Committee shall within thirty (30) days after his approval cause an election of officers to be held in accordance with the terms of these Articles of Association.
10. *Amendment.* These Articles of Association may be amended by majority vote of the General Council and such amendment shall be in effect upon approval of the Commissioner of Indian Affairs.



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C. Cabazon Tribal Code

**THE CODE
OF THE
CABAZON BAND
OF
MISSION INDIANS**

Published by Order of the Cabazon Business Committee



MUNICIPAL CODE CORPORATION

Tallahassee, Florida

1996



PREFACE

This volume contains tribal organizational documents and the Cabazon Tribal Code as authorized by the Cabazon Business Committee. It is the first codification of the ordinances of the Cabazon Band of Mission Indians.

Arrangement

The Code has been arranged by subject matter into titles, with chapters, articles and sections within those titles. The numbering system used in this Code is the same system used in many state and municipal codes. Each section number consists of two (2) component parts separated by a hyphen, the figure before the hyphen representing the title number, the first figure(s) after the hyphen representing the chapter number within the title and the next figure(s) representing the section number of that chapter. For instance, the first section of Title 2, Chapter 1 is 2-101, and the fifth section of Title 6, Chapter 14 is 6-1405.

Index

The index has been prepared with the greatest of care. Each particular item has been placed under several headings, some of the headings being couched in lay phraseology, others in legal terminology and still others in language generally used by tribal officials and employees.

Looseleaf Supplements

A special feature of this Code to which the attention of the user is directed is the looseleaf system of binding and supplemental service. With this system, the Code will be kept up-to-date periodically. Upon the final passage of amendatory ordinances, they will be properly edited and the appropriate page or pages affected will be reprinted. These new pages will be distributed to holders of copies of the Code, with instructions for the manner of inserting the new pages and deleting the obsolete pages. Each such amendment, when incorporated into this Code, may be cited as a part hereof, as provided in the adopting ordinance.

The successful maintenance of this Code up-to-date at all times will depend largely upon the holder of the volume. As revised



sheets are received, it will then become the responsibility of the holder to have the amendments inserted according to the attached instructions. It is strongly recommended by the publishers that all such amendments be inserted immediately upon receipt to avoid misplacing them and, in addition, that all deleted pages be saved and filed for historical reference purposes.

Acknowledgements

This publication of this Code was under the direct supervision of Robert L. Laslie, Vice President-Supplements, and Mary Grace Tavel, Supervising Editor, of the Municipal Code Corporation, Tallahassee, Florida. Credit is gratefully given to the other members of the publisher's staff for their sincere interest and able assistance throughout the project.

The publishers are most grateful to Glenn M. Feldman, Attorney for the Cabazon Band and Nancy M. Duteau, Administrative Assistant, for their continual support and assistance throughout the publication process. It is hoped that their efforts and those of the publishers have resulted in a Code which will make the active law of the Band readily accessible to all members of the Band and which will be a valuable tool in the day-to-day administration of the Band's affairs.

**MUNICIPAL CODE CORPORATION
Tallahassee, Florida**



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**CABAZON GENERAL COUNCIL
RESOLUTION EMPOWERING
CABAZON BUSINESS COMMITTEE
TO ENACT ORDINANCES**

Whereas the Cabazon Band of Mission Indians is a federally recognized Indian Tribe; and

Whereas the Cabazon Band has adopted Articles of Association which have been approved by the Secretary of the Interior; and

Whereas Article 6(A)(10) of the Articles of Association authorizes the Cabazon General Council: "To take such actions as are necessary by the enactment of codes, ordinances and resolutions, or by any other means to carry into effect any of the enumerated or reserved powers of the Band;" and

Whereas Article 6(A)(6) of the Articles of Association authorizes the Cabazon General Council: "To establish its own rules of procedure for the conduct of its affairs and by appropriate ordinances or resolutions delegate to the Business Committee or any other committee or any other subordinate entity any of the powers and duties contained herein;" and

Whereas the Cabazon General Council now finds it necessary and appropriate to delegate to the Cabazon Business Committee the power and authority to enact codes, ordinances and resolutions in order to more efficiently exercise the powers of the Cabazon Band.

Now Therefore Be It Resolved That:

1. The Cabazon General Council hereby authorizes the Cabazon Business Committee to enact codes, ordinances and resolutions on behalf of the Cabazon Band of Mission Indians to the same extent that the Cabazon General Council could so act.
2. Any code, ordinance or resolution enacted by the Cabazon Business Committee pursuant to this delegation of authority shall be fully effective as an act of the Cabazon Band of Mission Indians unless and until said code, ordinance or resolution is rescinded or repealed by the Cabazon General Council or the Cabazon Business Committee.



3. The officers of the Cabazon Band of Mission Indians are hereby authorized to sign such documents and to take such other actions as are necessary to carry out the purpose and intent of the Resolution.

CERTIFICATION

We, the undersigned duly elected officers of the Cabazon Band of Mission Indians, do hereby certify that the foregoing Resolution was duly adopted by the Cabazon General Council at a meeting on July 20, 1988, by a vote of 11 for, 0 against and 0 abstaining, at which meeting a quorum of 11 adult members was present.

/s/
Arthur Welmas,
Tribal Chairman

/s/
John James,
Secretary-Treasurer

/s/
Brenda James Montez,
1st Vice Chairman

/s/
Charles Welmas,
2nd Vice Chairman

/s/
Elisa Welmas,
Liaison to the General Council



**CABAZON GENERAL COUNCIL
RESOLUTION AUTHORIZING
CABAZON BUSINESS COMMITTEE
TO APPROVE CONTRACTS, ETC.**

Whereas, the Cabazon Band of Mission Indians is a sovereign, federally recognized Indian Tribe with Articles of Association approved by the Secretary of the Interior or his designee; and

Whereas, Article 6(A)(6) authorizes the Cabazon General Council: "To establish its own rules of procedure for the conduct of its affairs and by appropriate ordinances or resolutions delegate to the Business Committee or any other committee or any other subordinate entity any of the powers and duties contained herein;" and

Whereas, Article 6(A)(7) authorizes the Cabazon General Council: "To manage the economic affairs of the Band and to establish and operate such commercial enterprises as it may deem to be for the benefit of the Band;" and

Whereas, the Cabazon Band has long accepted the position, recently expressed by President Reagan on January 24, 1983, that tribal self-government and reservation economic development can only come about through tribal initiative and private enterprise, and not through federal hand-out programs which foster dependency and stifle creativity; and

Whereas, the Cabazon Band is attempting to promote its powers of self-government and to achieve reservation economic development through the establishment and operation of numerous business enterprises on the Cabazon Reservation; and

Whereas, the Cabazon Band agrees with the Acting Assistant Secretary—Indian Affairs, U. S. Department of the Interior, who stated in a March 2, 1983 letter to the Department of Justice:

"Given the often limited resources which Tribes have for revenue-producing activities, it is believed that this kind of revenue producing possibility should be protected and enhanced."

Now Therefore Be It Resolved that the Cabazon General Council reaffirms its belief in the continued need for a variety of reser-



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vation business enterprises as central elements in the Band's long-range economic development plans; and

Be It Further Resolved, that pursuant to Article 6(A)(6) of the Articles of Association, the Cabazon Business Committee is hereby authorized by the General Council to take any and all action which the General Council could take, including but not limited to approving contracts, agreements, leases, easements and rights-of-way needed to develop, manage, preserve, protect, enhance and strengthen Cabazon tribal economic development enterprises.

CERTIFICATION

We, the undersigned duly elected members of the Cabazon Band of Mission Indians, do hereby certify that the foregoing resolution was adopted by the members of the Cabazon General Council at a general meeting on June 5, 1985, by a vote of 11 for, 1 against, and 4 abstaining, at which meeting a quorum of 16 adult eligible voters was present.

/S/

 Chairman

/S/

 Vice Chairman

/S/

 Secretary-Treasurer

/S/

 Vice Chairman



ADOPTING RESOLUTION

RESOLUTION 8-29-90-1

RE: Adoption of Code

Whereas: The Cabazon Band of Mission Indians is a federally recognized Indian Tribe exercising powers of self-government; and

Whereas: The General Council of the Cabazon Band has delegated to the Cabazon Business Committee the power and authority to enact codes and ordinances for the Cabazon Band; and

Whereas: The Cabazon Band desires to adopt the Cabazon Tribal Code.

Now Therefore Be It Resolved That:

Section 1. The Code entitled "The Code of the Cabazon Band of Mission Indians" published by Municipal Code Corporation consisting of Titles 1 through 12, each inclusive, is hereby adopted.

Section 2. All ordinances of a general and permanent nature enacted on or before August 29, 1990, and not included in the Code or recognized and continued in force by reference therein, are repealed.

Section 3. Additions or amendments to the Code, when passed in such form as to indicate the intention of the Cabazon Band of Mission Indians to make the same a part of the Code, shall be deemed to be incorporated in the Code, so that reference to the Code includes the additions and amendments.

Section 4. Ordinances adopted after August 29, 1990, that amend or refer to ordinances that have been codified in the Code, shall be construed as if they amend or refer to like provisions of the Code.

Section 5. This ordinance shall become effective August 29, 1990.



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CERTIFICATION

Be It Resolved That We, the undersigned, duly elected officers of the Cabazon Band of Mission Indians, do hereby certify that the foregoing Resolution was duly adopted by the Cabazon Business Committee at a meeting on August 29, 1990 by a vote of 6 for, 0 against, 0 abstaining, a quorum being present.

/S/
John A. James
Tribal Chairman

/S/
Virginia Welmas-Nichols
Secretary-Treasurer

/S/
Brenda James-Montez
1st Vice Chairman

/S/
Charles Welmas
2nd Vice Chairman

/S/
Elisa Welmas
Liaison to the General Council

/S/
John Welmas
Member at Large



D. Cabazon Tribal Code – Title 9 – Reservation Court

Title 9

RESERVATION COURT

- Ch. 1. Establishment and Organization, §§ 9-101–9-107
Ch. 2. Rules of Civil Procedure, §§ 9-201–9-231

CHAPTER 1. ESTABLISHMENT AND ORGANIZATION

Section 9-101. Establishment.

There is hereby established for the Cabazon Indian Reservation a court to be known as the Cabazon Reservation Court, hereinafter referred to as the Reservation Court.

Section 9-102. Jurisdiction.

(a) *Territorial jurisdiction.* The Cabazon Reservation Court shall have jurisdiction over all territory, including but not limited to lands, waters, roadways, easements and rights-of-way, within the exterior boundaries of the Cabazon Indian Reservation. Lands subject to Reservation Court jurisdiction shall include all allotted lands, notwithstanding the issuance of any patent. The Reservation Court shall also exercise such extraterritorial jurisdiction as may be authorized under federal law.

(b) *Subject matter jurisdiction.* The Reservation Court shall have jurisdiction over:

- ~~(1) All criminal offenses enumerated in this Code when committed by a person otherwise subject to the criminal jurisdiction of the Cabazon Band; and~~
- (2) All civil causes of action arising within the exterior boundaries of the Cabazon Indian Reservation in which:
 - a. The defendant is a member of the Cabazon Band;
 - b. The defendant is domiciled or residing within the Cabazon Indian Reservation;
 - c. The defendant has entered onto or transacted business within the Cabazon Indian Reservation and the cause



§ 9-102

CABAZON TRIBAL CODE

- of action arises out of activities or events which have occurred within the Reservation boundaries; or
- d. The defendant is a real party in interest to a lease of land within the Cabazon Indian Reservation, and the cause of action involves such leasehold interest.

(c) *Sovereign immunity.* Nothing contained herein shall constitute, or be construed to be, a waiver of the sovereign immunity of the Cabazon Band of Mission Indians, its officers, employees, agents or enterprises.

Section 9-103. Judges.

(a) *Regular Judges.* The Cabazon Reservation Court shall consist of a Chief Judge, who shall be the Chairman of the Cabazon Band, a Juvenile Judge, who shall be the 1st Vice Chairman of the Cabazon Band, and such Associate Judges as the Cabazon General Council shall appoint, who shall be enrolled members of the Cabazon Band.

(b) *Qualifications of Judges.* A judge of the Cabazon Reservation Court must:

- (1) Be an enrolled member of the Cabazon Band;
- (2) Be at least twenty-one (21) years of age;
- (3) Have completed at least twelve (12) years of education or have equivalent experience;
- (4) Have knowledge of the laws, ordinances, customs and traditions of the Cabazon Band;

- (5) Be of good moral character; and
- (6) Be trained in or be willing to undergo training in law and legal procedure.

(c) *Judges Pro-Tem.* Whenever the parties to a civil action so stipulate, or whenever the interests of justice require it, the Chief Judge may appoint a Judge Pro-Tem to hear and decide a particular case. A Judge Pro-Tem shall meet all the other qualifications for a regular judge, but need not be an enrolled member of the Cabazon Band.



RESERVATION COURT

§ 9-104

(d) *Education programs.* Regular Judges of the Cabazon Reservation Court shall, to the extent practicable, participate in educational and in-service training programs designed for Tribal Court Judges.

(e) *Terms.* The Chief Judge and Juvenile Judge shall hold their judicial offices during their terms of office as Tribal Chairman and 1st Vice Chairman, respectively. Associate Judges shall hold their judicial offices for the period of time specified in the resolution of appointment by the Cabazon General Council or, if no period is specified, until the next succeeding tribal election.

(f) *Removal from office.* A Judge of the Cabazon Reservation Court may be suspended or removed from office by the Cabazon General Council only upon grounds of gross misconduct involving moral turpitude or neglect of duty involving misfeasance, malfeasance or nonfeasance. Written notice of such charges must be personally delivered to the Judge not less than thirty (30) days prior to the General Council meeting at which such charges will be heard. A hearing shall then be held before the General Council at which the Judge, or his representative, shall be given an adequate opportunity to answer the charges. A vote of two-thirds ($\frac{2}{3}$) of the members of the General Council present and voting shall be necessary to remove a Judge, and the action of the General Council shall be final.

Section 9-104. Duties and Powers.

(a) A Judge of the Cabazon Reservation Court shall hear and determine all matters regularly filed in the Reservation Court and shall have the power:

- (1) To issue any order or writ necessary and proper to the complete exercise of his powers;
- (2) To issue subpoenas to compel attendance of witnesses, either on his own motion or on the motion of any party in the proceeding, and may punish for failure to comply with such subpoena;
- (3) To administer oaths to persons in proceedings before him and where necessary to carry out his judicial duties;



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- (4) To administer fines, hold in contempt or defer prosecution; and
- (5) To retain jurisdiction over the subject matter of any case for a period of up to two (2) years.

(b) In addition, the Chief Judge shall be responsible for the administration of the Court, shall assign cases and manage the Court's calendar and business. The Chief Judge may designate the Juvenile Judge or an Associate Judge to act as Chief Judge in his absence.

Section 9-105. No Jury Trial.

All civil matters in the Cabazon Reservation Court shall be heard and determined by a Judge. There shall be no right to a jury trial with respect to civil matters in the Reservation Court.

Section 9-106. Cabazon Reservation Court of Appeals.

(a) The Cabazon General Council shall sit as the Cabazon Reservation Court of Appeals and shall hear and determine, by a majority vote of those members present and voting, the appeal from any judgment rendered by the Cabazon Reservation Court; provided, however, that if the decision or judgment appealed from was rendered by a Judge who is a member of the Cabazon Band, that member shall not be entitled to participate or vote on the appeal in the General Council.

(b) A party seeking to appeal a judgment of the Reservation Court shall file a written notice of appeal with the Reservation Court not later than thirty (30) days following entry of the judgment or decision to be appealed. The notice of appeal shall specify, in reasonable detail, the basis for the party's appeal.

Section 9-107. Clerk of the Court.

(a) The Clerk of the Cabazon Reservation Court shall be appointed by the Cabazon Business Committee.

(b) The Court Clerk shall meet the following qualifications:

- (1) Be eighteen (18) years of age and of good moral character.



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- (2) Have never been convicted of a felony; have not been convicted of a misdemeanor within one (1) year of appointment.
 - (3) Have demonstrated competence in the skills essential to the preparation and maintenance of court records.
 - (4) Have completed twelve (12) years of education or have equivalent experience.
- (c) The duties of the Court Clerk are:
- (1) To supervise and keep all records, files, dockets or other instruments required by this Code.
 - (2) To keep a written record of all proceedings of the Court.
 - (3) To administer oaths.
 - (4) To collect and account for all fines, bail or bond monies, fees or other funds which come to the Court and to deposit and account for all such monies in the manner prescribed by the Business Committee.
 - (5) To assist the Court, Court officials and residents of the Reservation in the drafting of complaints, subpoenas, warrants and any other documents necessary to the functions of the Court.
 - (6) To perform all other functions which may be required by this Code or as may be directed by the Chief Judge.

Section 9-108. Attorney Admission Requirements.

Any member of the Bar of the United States Supreme Court, or of any United States Court of Appeals, or any member in good standing of the Bar of the highest court of any state of the United States may be admitted to practice before the Cabazon Reservation Court upon the filing of the appropriate application and the payment of a Bar admission fee of fifty dollars (\$50.00) to the Clerk of the Court.

Every applicant shall file with the Clerk a sworn statement on an application form provided by the Clerk setting out the applicant's name, office and residence addresses, date of birth, date and place of Bar admissions, information concerning disciplinary actions



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taken by any Court or Bar against the applicant and verifying that the applicant has read and is familiar with the Rules of Civil Procedure of the Cabazon Reservation Court.

By appearing before the Cabazon Reservation Court, the attorney becomes subject to the jurisdiction of the Court, including its disciplinary powers.
(Amend. of 7-17-96)

CHAPTER 2. RULES OF CIVIL PROCEDURE

Section 9-201. Rule 1: Scope of Rules.

(a) *Scope.* Except when different rules prescribed in this Code specifically apply, these rules shall govern the procedure in the Cabazon Reservation Court in all actions, suits and proceedings of a civil nature.

(b) *Construction.* These rules shall be liberally construed to secure a just, speedy, and inexpensive determination of every action.

(c) *One form of action.* There shall be one form of action known as a "civil action."

(d) *Collateral references.* Any procedures or matters not specifically set forth herein shall be handled in accordance with the Federal Rules of Civil Procedure insofar as they are not inconsistent with these rules, and with general principals of fairness and justice as prescribed and interpreted by the Court.

Section 9-202. Rule 2: Commencement of Action; Service of Process.

(a) *Commencement of action.* A civil action is commenced by filing a written complaint with the Clerk of the Reservation Court.

(b) *Service of process.* Service of process shall consist of delivering to the party served a copy of the complaint along with a summons, issued by the Judge or Clerk, which advises the



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defendant that he is required to answer the complaint within twenty (20) days or a default judgment will be entered against him.

- (1) The return of service shall be endorsed with the name of the person serving and the date, time, and place of service and shall be filed with the Clerk.
- (2) Service may be made on a party by delivering the required papers to the party himself or to some person of suitable age and discretion over fourteen (14) years of age at the party's home or principal place of business, or on an officer, managing agent or partner of a nonindividual party.
- (3) Service by publication may be made only upon order of the Court for good cause shown by publishing the contents of the summons in a local newspaper of general circulation at least once per week for three (3) consecutive weeks and by leaving an extra copy of the complaint or paper with the Court for the party.
- (4) Service may be made by any law enforcement officer or other person, not a party, eighteen (18) years of age or older.
- (5) Service upon a person otherwise subject to the jurisdiction of the Reservation Court may be made anywhere in the



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United States; otherwise, service shall be made within the exterior boundaries of the Reservation.

- (6) If a person personally refuses to accept service, service shall be deemed performed if the person is informed of the purpose of the service and offered copies of the papers to be served.

(c) *Manner of service.* All persons required to be served shall be served as required under this rule, and except for the complaint, all papers may be served on the attorney of record of a party. Service of all papers except the complaint may be made by mail, first class postage prepaid and properly addressed.

Section 9-203. Rule 3: Time.

(a) *Computation.* In computing any period of time set forth herein, the day that the period is to commence from shall not be counted and the last day of the period shall be counted; provided, however, that any time period under seven (7) days will not include intermediate Saturdays, Sundays, or legal holidays in the period and any period which would otherwise end on a Saturday, Sunday, or legal holiday will be deemed to end on the next day which is not a Saturday, Sunday or legal holiday.

(b) *Enlargement.* The Court for good cause may enlarge the prescribed period of time within which any required act may be done.

(c) *Service by mail.* Whenever service is accomplished by mail, three (3) days shall be added to the prescribed period of time, but such addition shall not cause Saturdays, Sundays, or legal holidays to be counted in the time period if they would not otherwise have been counted.

Section 9-204. Rule 4: Pleadings, Motions and Orders.

(a) *Pleadings.* There shall be a complaint and an answer; plus a responsive pleading shall be allowed whenever, by crossclaim, counterclaim or otherwise, a claim against a party is first stated, unless the Court shall otherwise order. The Court may grant additional leave to plead in the interest of narrowing and defining issues or as justice may require.



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(b) *Motions and orders:*

- (1) *Motions.* An application to the Court for an order shall be by motion and shall be in writing, unless made orally during a hearing or trial, and shall set forth the relief or order sought and the grounds therefor stated with particularity.
- (2) *Orders.* An order includes every direction of the Court whether included in a judgment or not, and may be made with or without a notice to adverse parties and may be vacated or modified with or without notice.
- (3) *Hearings on motions and orders.* A motion or hearing on an order shall be automatically continued if the Judge before whom it was to be heard is unable to hear it on the day specified and no other Judge is available to hear it.
- (4) *Civil action prerequisite to order in civil matters.* No order in any civil matter shall issue unless a civil action has been commenced as provided in Rule 2(a).

Section 9-205. Rule 5: General Rules of Pleading.

(a) *Claims for relief.* A pleading which sets forth a claim for affirmative relief shall contain:

- (1) A short, plain statement of the grounds upon which the Court's jurisdiction depends, unless the Court already has jurisdiction over the matter;
- (2) A short, plain statement of the claim showing that the party is entitled to relief; and
- (3) A demand for judgment stating the relief to which the party considers himself entitled. Such claim for relief can be in the alternative or for several types of relief.

(b) *Defenses and denials.* A party shall state in plain, concise terms the grounds upon which he bases his defense to claims pleaded against him, and shall admit or deny the claims and statements upon which the adverse party relies. If he is without information or knowledge regarding a statement or claim, he shall so state and such shall be deemed to be a denial. Denials shall fairly meet the substance of the claims or statements denied



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and may be made as to specified parts but not all of a claim, statement, or averment. A general denial shall not be made unless the party could in good faith deny each and every claim covered thereby. A claim to which a responsive pleading is required, except for amount of damages, shall be deemed admitted unless denied; if no responsive pleading is allowed the claims of the adverse party shall be deemed denied.

(c) *General content of claims and defenses.* Claims and defenses shall be simply, concisely, and directly stated, but may be in alternative or hypothetical form, need not be consistent with one another, and may be based on legal or equitable grounds or both.

(d) *Affirmative defenses.* Matters constituting an affirmative defense or avoidance shall be affirmatively set forth. When a party has mistakenly designated a defense as a counterclaim or vice versa, the court may treat the pleading as if it had been properly designated if justice so requires.

(e) *Construction of pleadings.* All pleadings shall be construed so as to do substantial justice.

Section 9-206. Rule 6: Form of Pleadings.

(a) *Caption.* Every pleading shall contain a caption including the name of the Court, the title of the action, the Court file number (if known) and a designation as to what kind of pleading it is. All pleadings shall contain the names of the parties except the name of the first party on each side may be used on all pleadings following the complaint.

(b) *Paragraphs.* All averments of claim or defense shall be set forth in separate numbered paragraphs each of which shall be limited, as nearly as possible, to a single circumstance. Claims or defenses founded upon separate transactions or occurrences should be set forth in separate counts or defenses.

(c) *Exhibits; adoption by reference.* Statements in a pleading may be adopted by reference in a different part of the same pleading or in another pleading or in any motion. A copy of a written instrument which is an exhibit to a pleading is a part thereof for all purposes.



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(d) *Paper used in pleadings.* Insofar as is possible, pleadings and other papers filed in any action shall be on eight-and-one-half-inch by eleven-inch paper, double spaced, contain at least a two-inch top margin and a one-inch left side margin, and contain the court file number on the first page thereof. Substantial compliance with this rule will be sufficient for all parties not represented by a professional attorney.

Section 9-207. Rule 7: Defenses and Objections.

(a) *When presented.* A defendant or other party against whom a claim has been made for affirmative relief shall have twenty (20) days from the date of service upon him to answer or respond to the claim.

(b) *Motions.* Motions to dismiss or to make the opposing parties' pleadings more definite may be made prior to answering a claim and an answer will not be due until ten (10) days after the disposition of the motion by the Court.

Section 9-208. Rule 8: Counterclaim or Crossclaim.

(a) *Counterclaim.* A party against whom a claim is made may assert in his answer any claims he has against the party claiming against him and both claims shall be resolved at trial.

(b) *Crossclaim.* A party against whom a claim is made may assert any claim he has against a co-party and have such claim resolved at trial.

(c) *Third-party claim.* A party against whom a claim is made may complain against a third party who is or may be liable for payment or performance of the claim of the opposing party and have such complaint resolved at trial.

Section 9-209. Rule 9: Amendment of Pleadings.

(a) *Amendment before trial.* A party may amend his pleadings once before the opposing party has replied or, if no reply is required, not less than twenty (20) days before the case is scheduled for trial. The opposing party may respond, if appropriate, and the trial date may be rescheduled if necessary. Other amendments shall be allowed only upon motion and order of the Court.



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(b) *At trial.* When issues or evidence not raised in the pleadings are heard at trial, the judgment may conform to such issues or evidence without the necessity of amending the pleadings.

Section 9-210. Rule 10: Parties.

(a) *Real party in interest.* Every action shall be prosecuted in the name of the real party in interest, except a personal representative or other person in a fiduciary position can sue in his own name without joining the party for whose benefit the action is maintained.

(b) *Guardian ad litem.* When an infant, or insane or incompetent person who has not had a general guardian appointed is a party, the Court shall appoint a guardian ad litem to represent such person in the suit or action.

(c) *Joinder of parties.* To the greatest extent possible given the limited jurisdiction of the Reservation Court, all persons or parties interested in a particular action may be joined in the action, but failure to join a party over whom the Court has no jurisdiction will not require dismissal of the action unless it would be impossible to reach a just result without such party; otherwise, the failure to join a party may be taken into account to assure that justice is done.

Section 9-211. Rule 11: Intervention.

(a) A person may intervene and be treated in all respects as a party to an action in cases in which property in which he has an interest may be affected or a question of law or fact common to a claim of his may be litigated.

(b) The Cabazon Band of Mission Indians may intervene on its own motion in any proceeding in which the jurisdiction of the Reservation Court to adjudicate a matter before it has been formally called into question; but such participation in the proceeding pursuant to said intervention shall be limited to the issue of jurisdiction.



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Section 9-212. Rule 12: Substitution of Parties.

If a party dies or becomes incompetent or transfers his interest or is succeeded in some official capacity, a substitute party may be joined or substituted as justice requires.

Section 9-213. Rule 13: Discovery.

(a) *Scope of discovery.* Parties may obtain discovery regarding any matter, not privileged, which is relevant to the pending action, whether or not such would be admissible at trial, if such appears reasonably calculated to lead to the discovery of admissible evidence; except that discovery may not be had of the work product of a party's counselor or attorney, or of any privileged matter.

(b) *Interrogatories.* A party may submit written interrogatories to any other party, who shall answer them in writing, under oath, within twenty-five (25) days of receipt of such.

(c) *Depositions.* Oral deposition may be taken of a party or a non-party witness only upon the stipulation of the parties or upon order of the Court based upon the demonstrated inadequacy of other discovery methods under the circumstances.

(d) *Production, entry or inspection.* A party may request another party to produce any documents or things in his custody or possession for inspection or copying or request permission to enter and inspect property reasonably related to the case, and the opposing party shall comply or otherwise respond within twenty-five (25) days. If the responding party does not comply with the request, he shall specify the grounds upon which he has failed to comply.

(e) *Protective order.* A party against whom discovery is sought may move the Court for a protective order to prevent undue annoyance, harassment, embarrassment, oppression, or undue burden or expense, and the Court may order that the discovery cease or proceed only upon specified conditions.

(f) *Failure to make discovery.* If a party fails to respond or appear for discovery as provided in this rule, the opposing party may move for an order to compel the defaulting party to perform



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and the Court may award costs to the non-defaulting party. If a party fails to perform after being ordered to do so by the Court, the Court may, upon motion, order that a certain fact, claim, or defense be deemed established or strike part of a claim or defense, or dismiss or render a judgment by default against the non-complying party in an aggravated case.

Section 9-214. Rule 14: Pretrial Procedures.

(a) *Intent.* These pretrial procedures are intended to establish a means whereby civil disputes can be settled in the traditional, customary Indian manner by discussion between the parties before an impartial tribal authority prior to resorting to formal trial procedures. The procedures require that formal Court authority be invoked by the filing of a complaint, but anticipate that a great percentage of cases can be settled by traditional and customary means, administered hereafter by the Reservation Court. The procedures set forth in this Rule shall not be interpreted or applied to deny any right otherwise guaranteed by tribal or federal law.

(b) *Applicability.* The procedures established in this Rule shall apply in civil cases whenever appropriate if there are two (2) or more judges of the Reservation Court holding office and available to participate as provided herein.

(c) *Time.* Not less than two (2) weeks prior to the scheduled trial date of a civil case, or at such other time prior thereto as the presiding Judge shall order, a pretrial conference may be held as provided herein.

(d) *Election of party(s) or Judge.* Once the case is at issue, a pretrial conference may be held in any civil case and conducted as provided herein upon the request of either of the parties or upon order of the Court, if appropriate. The parties may, upon obtaining the advance consent of the Judge assigned to conduct the pretrial conference, bring with them such other persons, including their attorney, advocate, lay counselor, or other spokesperson, as will tend to further the resolution of the issues of the case. At the request of the Judge, the Cabazon Tribal Attorney may also participate in the pretrial conference.



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(e) *Failure to appear; penalties.* Any person summoned to appear at a pretrial conference who shall fail to appear shall be subject to being charged for failing to obey the lawful order of the Court and, if a party to the action, having the case summarily determined against him.

(f) *Conduct of pretrial conference.* There shall be no record or transcript made of the proceedings at the pretrial conference nor shall any statement made therein by any person be used for any purpose should the case ultimately come to trial. If agreement is reached on some or all of the issues presented in the case, such agreement shall be recorded by the Judge conducting the pretrial conference, or Court Clerk at his direction, and may be embodied in a final or interlocutory order or judgment or in a pretrial order prepared to govern the conduct of any trial subsequently held. Pretrial conferences under this rule shall not be open to the public.

(g) *Judge's function.* The Judge conducting the pretrial conference shall listen to the positions of the parties and attempt to achieve a settlement of all or some of the issues of the case. Such settlement shall not be inconsistent with the laws, ordinances, customs and traditions of the Cabazon Band.

(h) *Disposition of cases.* In the event a complete settlement of the case is achieved, the Judge conducting the pretrial conference shall cause a record to be made of such settlement by means of an order or judgment entered in the record of the case. In the event that some of the issues are not agreed to, the Judge shall cause a pretrial order to be prepared stating what issues have been settled and what issues remain to be tried and such pretrial order shall supersede the pleadings for purposes of framing the issues for trial. The pretrial order may also contain agreements, stipulations, or orders by the Court as to the production of witnesses and evidence and the conduct of discovery before trial. If trial appears necessary, the Court Clerk shall, at the time of the pretrial conference, obtain the names of all persons to be subpoenaed as witnesses and prepare and arrange for service of the necessary subpoenas.

(i) *Voluntary agreements.* No settlement of any issue in a civil case shall be made at the pretrial conference except with the voluntary agreement of all parties involved in the determination



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of the issue. The presiding Judge may, in the interest of justice, disapprove of any voluntary agreement and require that the case proceed to trial.

(j) *Unsettled cases.* All cases not settled either in whole or in part at the pretrial conference shall be scheduled for trial before a Judge, other than the Judge conducting the pretrial conference, as if no such pretrial conference has been held, except that any pretrial order agreed to by the parties prior to the trial shall be controlling at the trial.

Section 9-215. Rule 15: Jury Trials.

There shall be no right to a jury in civil matters brought before the Cabazon Reservation Court.

Section 9-216. Rule 16: Assigning Cases for Trial.

(a) *Assignment of Judge and date.* The Chief Judge shall determine which Judge shall hear a case, and shall provide for the placing of cases on the Court calendar with or without the request of any party, provided all parties are given adequate notice of trial dates.

(b) *Postponement.* Upon motion of a party, the Court may in its discretion, and upon such terms as it deems just, including the payment of any cost occasioned by such postponement, postpone a trial or proceeding upon good cause shown.

Section 9-217. Rule 17: Dismissal of Actions.

(a) *Voluntary dismissal.* Prior to the filing of a responsive pleading by a party against whom a claim has been made, the party making the claim may file a notice of dismissal, and his claim shall be deemed dismissed without prejudice. In all other circumstances a party may move the Court to dismiss his own claim, and the Court shall do so either with or without prejudice as is just and proper given the stage of the proceedings; provided, however, that if a crossclaim or counterclaim has been filed against the moving party, the Judge shall dismiss the original claim only with the consent of the adverse party or only if it appears that the



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other party can prosecute his claim independently without undue additional hardship.

(b) *Involuntary dismissal.* A party against whom a claim has been made may move the Court to dismiss the claim of the adverse party upon any of the following grounds:

- (1) Lack of jurisdiction over the subject matter or the person;
- (2) Failure to state a claim upon which relief can be granted;
- (3) Failure of the adverse party to pursue prosecution of his claim; or
- (4) Failure of the adverse party to comply substantially with these rules; or
- (5) Failure of the adverse party to comply with an order of the Court; or
- (6) At the close of the presentation of the other party's evidence and without prejudicing his own right to present evidence, failure of the opposing party to establish a right to relief based on the facts and law presented; or
- (7) Whenever dismissal appears proper based upon a failure to prove a claim.

Such dismissal shall be deemed an adjudication of the merits of the issue dismissed unless the Court shall, for good cause shown, order otherwise. The Court may postpone ruling on a motion to dismiss for failure to establish a right to any relief until the close of all the evidence.

(c) *Court ordered dismissal.* The Court may order a party moving to dismiss his own claim to pay the costs of the adverse party if the proceeding has progressed beyond the pleading stage, and may order payment of costs in other circumstances where such is deemed appropriate.

Section 9-218. Rule 18: Consolidation; Separate Trials.

(a) *Consolidation.* The Court may, upon motion of any party or its own motion, order some or all of the issues of separate actions tried together when there is a common issue of fact or law re-



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lating the actions or if such will tend to avoid unnecessary cost or delay.

(b) *Separate trials.* The Court may, to avoid prejudice or in furtherance of convenience, order a separate trial of a claim or issue.

Section 9-219. Rule 19: Evidence.

(a) *Form.* At all hearings and trials, the testimony of witnesses shall be taken orally upon oath or affirmation, unless otherwise provided in these rules.

(b) *Examination and cross examination:*

- (1) A party may use leading questions against an adverse party or hostile witness whenever such appears reasonably necessary to elicit testimony from witnesses of tender years or poor ability to communicate.
- (2) A party may call any person to be a witness and examine any witness so called on any matter relevant to the action which is not privileged. A party may impeach his own witness.
- (3) Cross examination shall be limited to the general scope of direct examination; provided, however, that full examination of all witnesses shall be allowed on direct or cross examination to assure complete development of all relevant facts.

(c) *Weight and worth of testimonial evidence.* The Court shall evaluate the credibility of all witnesses' testimony in terms of the witness's truthfulness, the ambiguity of the testimony and the probable accuracy of the witness's perceptions, observations and memory, and give greater or lesser weight to said testimony in accordance with evaluation.

(d) *Physical evidence.* Written documents and other physical evidence shall be received upon being identified, authenticated, and a showing of relevance to the action.



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(e) *Official documents.* Official documents or an official law, record, or copy thereof, may be admitted into evidence upon the testimony of an official having custody or official knowledge thereof or without such testimony if the document or record or copy thereof is accompanied by a certificate identifying such thing and stating that it is a true and correct representation of what it purports to be.

Section 9-220. Rule 20: Subpoenas.

(a) *Issuance.* Subpoenas for attendance of witnesses or production of documents or things shall be issued and served as provided elsewhere in this Tribal Code.

(b) *Failure to appear.* A person who has been properly served with a subpoena and fails to appear or produce may be deemed in contempt of Court and the Court may order his arrest for the offense of "failure to obey a lawful order of the Court."

(c) *Subpoena unnecessary.* A person present in Court, or before a judicial officer, may be required to testify in the same manner as if he were in attendance upon a subpoena.

Section 9-221. Rule 21: Summary Judgment.

Any time twenty (20) days after commencement of an action, any party may move the Court for summary judgment as to any or all of the issues presented in the case and such shall be granted by the Court if it appears that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law. Such motions, which shall be served not less than twenty (20) days prior to the hearing on said motion, shall be supported by affidavits, or memoranda, as appropriate.

Section 9-222. Rule 22: Findings by the Court.

When the Court finds that the interests of justice so require, it may issue written findings of fact and conclusions of law in support of its final judgment. Upon its own motion or the motion of any party within ten (10) days of the entry of judgment, findings or conclusions may be amended or added to and the judgment may be amended accordingly.



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Section 9-223. Rule 23: Judgment; Costs.

(a) *Definition.* A judgment includes any final order from which an appeal is available and no special form of judgment is required.

(b) *Judgment on multiple claims.* When more than one (1) claim for relief is presented in an action, however designated, a final judgment may be entered on less than all of such claims only upon the Court's specifically finding that such is justified. Absent such a finding, an order or decision will not terminate the action as to any of the claims until all claims are finally decided, nor will the appeal period commence to run.

(c) *Demand for judgment:*

(1) *Generally.* Except in the case of a default judgment, every final judgment shall grant the relief to which the party in whose favor it is rendered is entitled, even if such relief is not demanded in the pleadings. It may be given for or against one or more of several claimants; and it may, if justice so requires, determine the ultimate rights of the parties on each side as between or among themselves.

(2) *Judgment by default.* A judgment by default shall not be different in kind from, nor exceed in amount, that specifically prayed for in the demand for judgment.

(d) *Costs.* Unless the Court shall otherwise direct, the Court shall allow necessary costs and disbursements to the prevailing party or parties as a matter of course. Such prevailing party shall file with the Court a verified memorandum of his costs and necessary disbursements within five (5) days of the entry of judgment and serve a copy of such on the opposing party, and if such are not objected to within ten (10) days, they shall be deemed to be a part of and included in the judgment rendered.

(e) *Attorney's fees.* The Court shall not award attorney's fees in a case unless such fees have been specifically provided for by law or by a contract or agreement of the parties under dispute, or unless it reasonably appears that the case has been prosecuted for purposes of harassment only, or that there was no reasonable expectation of success on the part of the affirmatively claiming



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party. In any action in which the Cabazon Band and/or any of its officers, enterprises or employees are sued for a cause of action arising out of, or in the course of, the performance of tribal function or duty, or in any action, except by the Cabazon Band, against the bond of any such officer or employee, if judgment shall be against the plaintiff the Court shall award a reasonable attorney's fee against such plaintiff and in favor of the defendant or defendants.

Section 9-224. Rule 24: Default.

(a) *Entry of default.* When a party against whom a judgment for affirmative relief is sought has failed to plead or otherwise defend as provided by these rules, his default may be entered by the Court and judgment by default granted. Once the default is entered no further notice to the defaulting party of any action taken or to be taken need be given.

(b) *Judgment by default.* Judgment by default may be entered by the Court if a party's claim against the opposing party is for a sum of money which is or can by computation be made certain, and if the opposing party has been personally served on the Reservation. Otherwise, judgment by default can be entered only by the Court upon receipt of whatever evidence the Court deems necessary to establish the claim. No judgment by default shall be entered against the Cabazon Band of Mission Indians, or its employees, enterprises or officers.

(c) *Setting aside default.* The Court may, for good cause shown, set aside either an entry of default or a default judgment.

Section 9-225. Rule 25: Entry of Judgment.

(a) *Judgment.* Judgments shall be signed by the Judge and filed with the Clerk.

(b) *Effectiveness; recordation.* A judgment is complete and shall be deemed entered for all purposes when it is signed and filed as provided herein. The Clerk shall immediately make a notation of the judgment in the register of actions and the judgment docket.



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(c) *Death of a party.* If a party dies after a verdict or decision upon any issue of fact and before judgment, judgment may nevertheless be entered thereon.

(d) *Satisfaction of judgment.* A judgment may be satisfied, in whole or in part, as to any or all of the judgment debtors by the owner thereof or his attorney of record executing under oath and filing an acknowledgment of satisfaction specifying the amount paid and whether such is a full or partial satisfaction. A Judge may order the entry of satisfaction upon proof of payment and failure of the judgment creditor to file a satisfaction. The Clerk shall file all satisfactions of judgment and note the amount thereof in the register of actions and the judgment docket.

(e) *Effect of satisfaction; limitation.* A judgment satisfied in whole, with such fact being entered in the judgment docket, shall cease to operate as such. A partially satisfied judgment or unsatisfied judgment shall continue in effect for four (4) years or until satisfied. An action to renew the judgment remaining unsatisfied may be maintained anytime prior to the expiration of four (4) years and will extend the period of limitations an additional four (4) years and may be thereafter further extended by the same procedure.

Section 9-226. Rule 26: Amendments of Judgment.

A motion to alter or amend a judgment shall be filed not later than ten (10) days after entry of the judgment.

Section 9-227. Rule 27: Relief from Judgment or Order.

(a) *Clerical mistakes.* Clerical mistakes in judgments, orders or other parts of the record and errors therein arising from oversight or omission may be corrected by the Court at any time of its own initiative or on the motion of any party and after such notice as the Court may direct.

(b) *Mistakes; inadvertence; excusable neglect; newly discovered evidence; fraud; etc.* On motion and upon such terms as are just, the Court may, in the furtherance of justice, relieve a party or his



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legal representative from a final judgment, order, or proceeding for the following reasons:

- (1) Mistake, inadvertence, surprise, or excusable neglect;
- (2) Newly discovered evidence, which by due diligence could not have been discovered prior to the trial;
- (3) Fraud, misrepresentation or other misconduct of an adverse party;
- (4) The judgment is void;
- (5) The judgment has been satisfied, released, or discharged, or a prior judgment upon which it is based has been reversed or otherwise vacated, or it is no longer equitable that the judgment should have prospective application; or
- (6) Any other reason justifying relief from the operation of the judgment.

The motion shall be made within a reasonable time and for reasons (1), (2) or (3) not more than three (3) months after the judgment, order, or proceeding was entered or taken. A motion under this subdivision (b) does not affect the finality of a judgment or suspend its operation. This rule does not limit the power of a Court to entertain an independent action to relieve a party from a judgment, order or proceeding or to set aside a judgment for fraud upon the Court. The procedure for obtaining any relief from a judgment shall be by motion as prescribed in these rules or by an independent action.

Section 9-228. Rule 28: Harmless Error.

No error in either the admission or the exclusion of evidence, and no error or defect in any ruling or order or in anything done or omitted by the Court or by any of the parties, is ground for granting a new trial or otherwise disturbing a judgment or order, unless refusal to take such action appears to the Court inconsistent with substantial justice. The Court at every stage of the proceeding may disregard any error or defect in the proceeding which does not affect the substantive rights of the parties.



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Section 9-229. Rule 29: Stay of Proceedings to Enforce a Judgment.

(a) *Stay upon entry of judgment.* Proceedings to enforce a judgment may issue not sooner than ten (10) days after the entry of judgment, unless the Court in its discretion and on such conditions for the security of the adverse party as are proper, otherwise directs.

(b) *Stay on motion for new trial or for judgment.* In its discretion and on such conditions for the security of the adverse party as are proper, the Court may stay the execution of, or any proceedings to enforce, a judgment pending the disposition of a motion for a new trial or to alter or amend a judgment or of a motion for relief from a judgment or order, or of a motion for amendment of the findings or conclusions.

(c) *Injunction pending appeal.* When an appeal is taken from an interlocutory or final judgment granting, dissolving, or denying an injunction, the Court in its discretion may suspend, modify, restore, or grant an injunction during the pendency of the appeal upon such conditions as it considers proper for the security of the rights of the adverse party.

(d) *Stay upon appeal.* When an appeal is taken, the appellant may obtain a stay by giving a bond or other security in an amount set by the Court. The stay shall be effective when the bond or security is received by the Clerk.

(e) *Stay in favor of the Tribe, or agency thereof.* When an appeal is taken by the Tribe, or an officer or agency of the tribe, and the operation or enforcement of the judgment is stayed, no bond, obligation, or other security shall be required from the appellant.

(f) *Power of Appellate Court not limited.* The provisions in this rule do not limit any power of the Cabazon Court of Appeals to stay proceedings during the pendency of an appeal or to suspend, modify, restore, or grant an injunction during the pendency of an appeal or to make any order appropriate to preserve the status quo or the effectiveness of the judgment after it is entered.

(g) *Stay of judgment upon multiple claims.* When a Court has ordered a final judgment on some but not all of the claims presented in the action, the Court may stay enforcement of that



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judgment until the entering of a subsequent judgment or judgments and may prescribe such conditions as are necessary to secure the benefit thereof to the party in whose favor the judgment is entered.

(h) *Waiver of undertaking.* In all cases, the parties may, by written stipulation, waive the requirements of this rule with respect to the filing of a bond or security.

Section 9-230. Rule 30: Injunctions.

(a) *Preliminary injunction; notice; rehearing; duration:*

- (1) No temporary restraining order shall be granted without notice to the adverse party unless it clearly appears from specific facts shown by affidavit or by a verified complaint that immediate and irreparable injury, loss or damage will result to the applicant before notice can be served and a hearing had thereon.
- (2) Every temporary restraining order granted without notice shall be endorsed with the date and hour of issuance; and shall be filed forthwith in the Clerk's office and entered of record; shall define the injury and state why it is irreparable and why the order was granted without notice; and shall expire by its terms within such time after entry, not to exceed ten (10) days, or as the Court fixes, unless within the time so fixed the order, for good cause shown, is extended for a like period or unless the party against whom the order is directed consents that it may be extended for a longer period. The reason for the extension shall be entered of record.
- (3) In case a temporary restraining order is granted without notice, the motion for an injunction shall be set down for hearing at the earliest possible time and takes precedence over all matters except older matters of the same character; and when the motion comes on for hearing the party who obtained the temporary restraining order shall proceed with the application for a preliminary injunction and, if he does not do so, the Court shall dissolve the temporary restraining order.



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- (4) On two (2) days's notice to the party who obtained the temporary restraining order without notice or such shorter notice to that party as the Court may prescribe, the adverse party bound by the order may appear and move its dissolution or modification and in that event the Court shall proceed to hear and determine such motion as expeditiously as the ends of justice require.

(b) *Security.* Except as otherwise provided by law, no restraining order or preliminary injunction shall issue except upon the giving of security by the applicant, in such sums as the Court deems proper, for the payment of such costs and damages as may be incurred or suffered by any party who is found to have been wrongfully enjoined or restrained. No such security shall be required of the United States, the Cabazon Band of Mission Indians, or of an officer or agency of either.

A surety upon a bond or undertaking under this rule submits himself to the jurisdiction of the Court and irrevocably appoints the Clerk of the Court as his agent upon whom any papers affecting his liability on the bond or undertaking may be served. His liability may be enforced on motion without the necessity of an independent action. The motion and such notice of the motion as the Court prescribes may be served on the Clerk of the Court who shall forthwith mail copies to the persons giving the security if their addresses are known.

(c) *Form and scope of injunction or restraining order; service.* Every order granting an injunction and every restraining order shall be specific in terms; shall describe in reasonable detail, and not by reference to the complaint or other document, the act or acts sought to be restrained; and is binding only upon the parties to the action, their officers, agents, servants, employees, and attorneys, and upon those persons in active concert or participation with them who receive actual notice of the order by personal service or otherwise.

(d) *Grounds for injunction.* An injunction may be granted:

- (1) When it appears by the pleadings on file that a party is entitled to the relief demanded, and such relief, or any part thereof, consists of restraining the commission or continu-



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ance of some act complained of, either for a limited period or permanently;

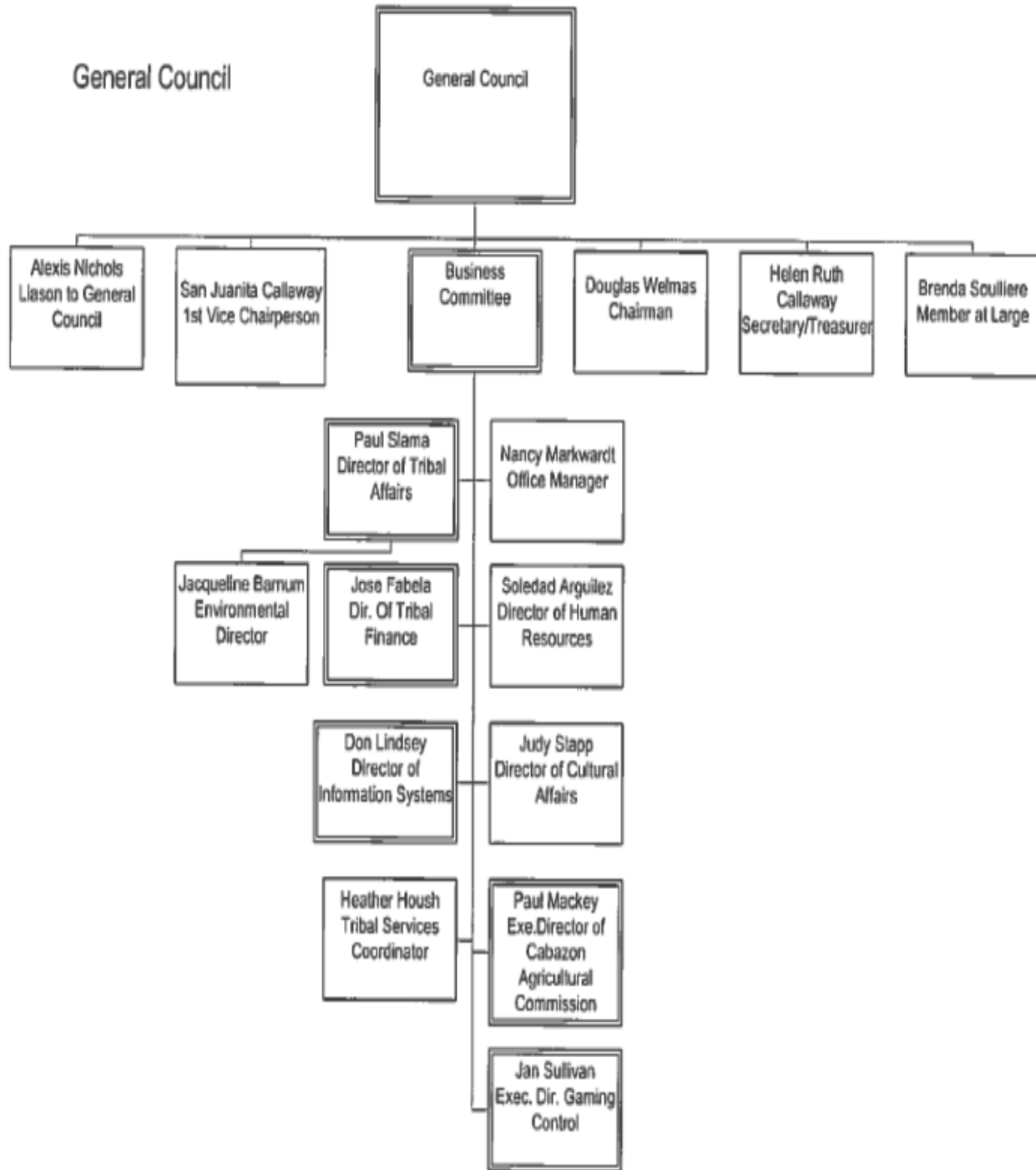
- (2) When it appears from the pleadings or by affidavit that the commission or continuance of some act during the litigation would produce great or irreparable injury to the party seeking injunctive relief; or
- (3) When it appears during the litigation that either party is doing or threatens, or is about to do, or is procuring or suffering to be done, some act in violation of the rights of another party respecting the subject matter of the action, and tending to render any subsequent judgment ineffectual.

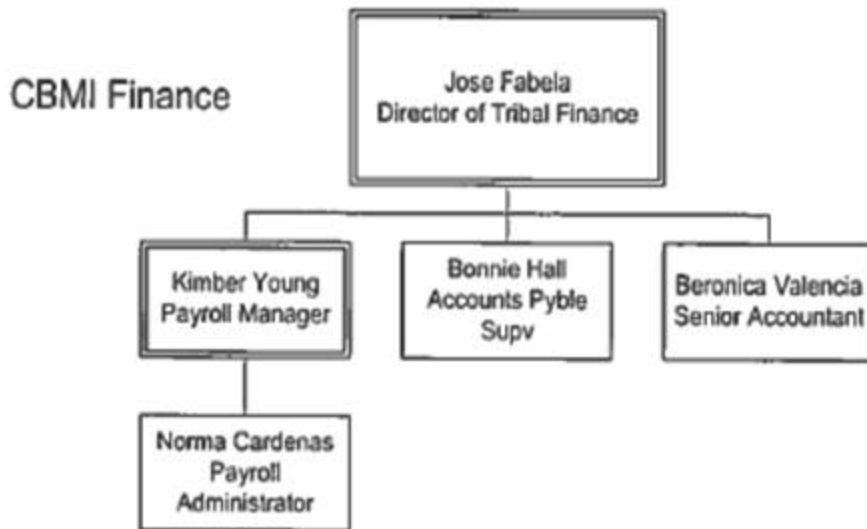
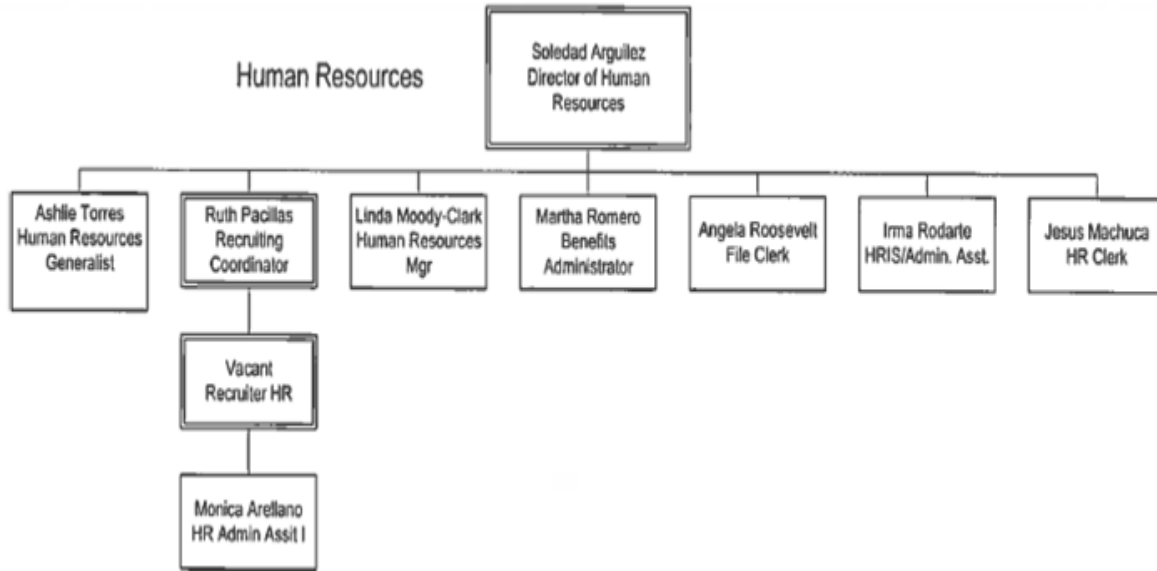
Section 9-231. Rule 31: Limitation of Actions.

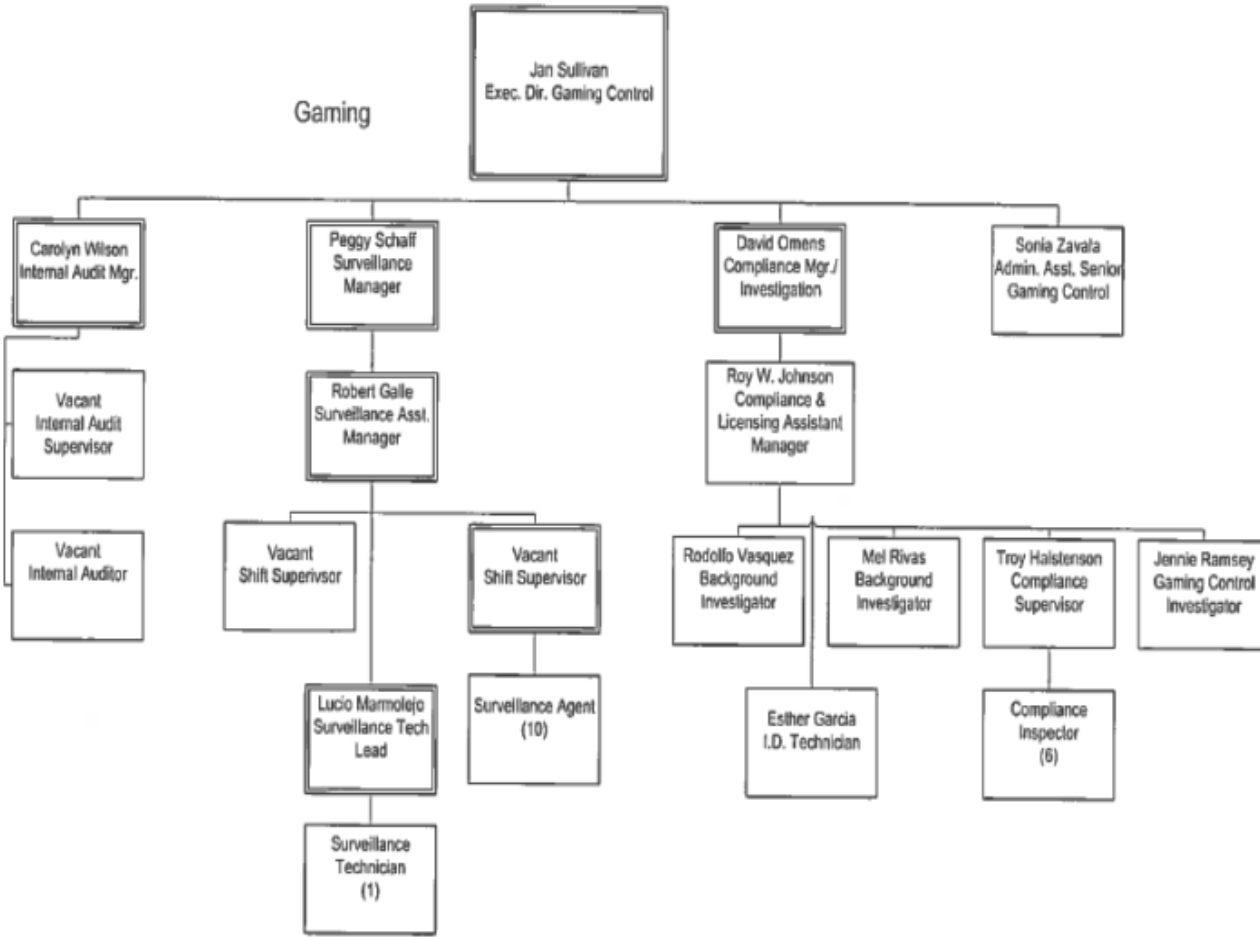
The Court shall have no jurisdiction over any civil cause of action wherein the complaint is filed more than two (2) years after the claim arose.

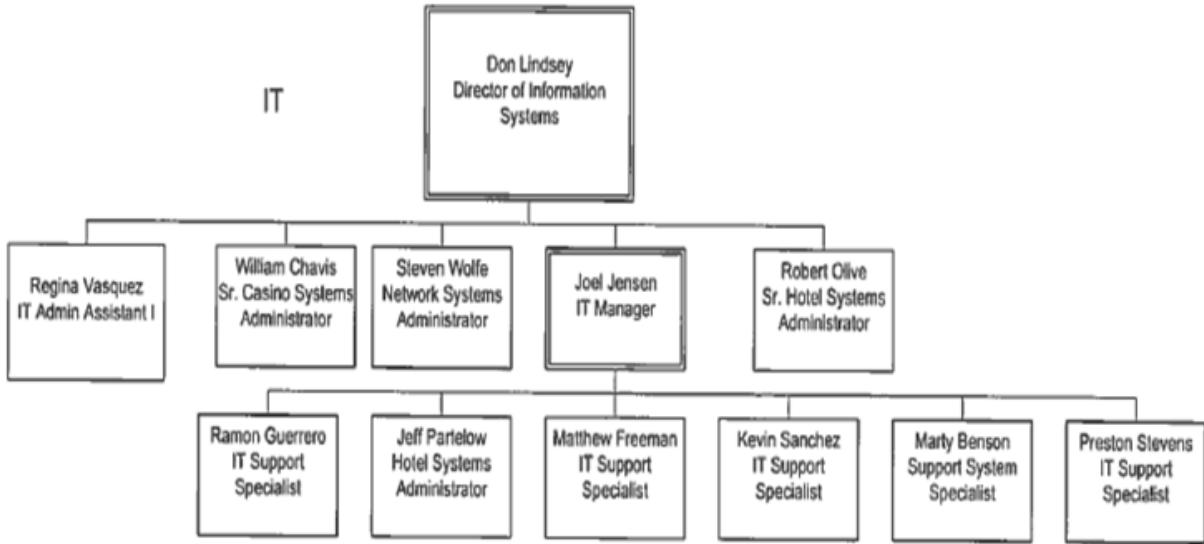


E. Organizational Chart of the Tribal Government

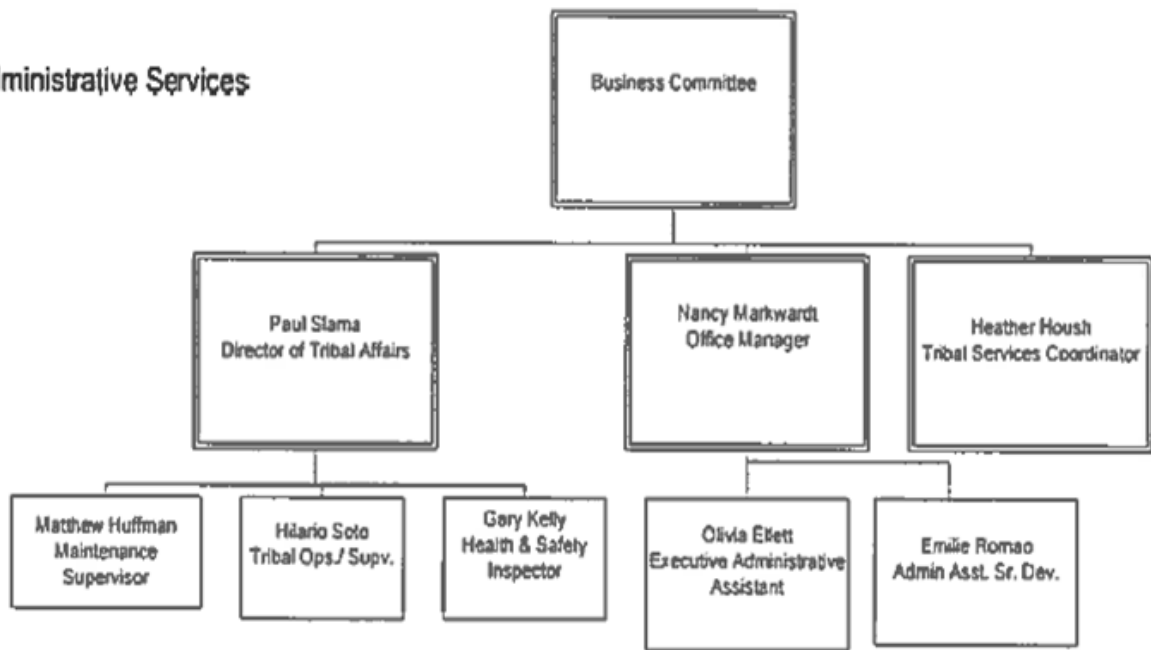








Administrative Services

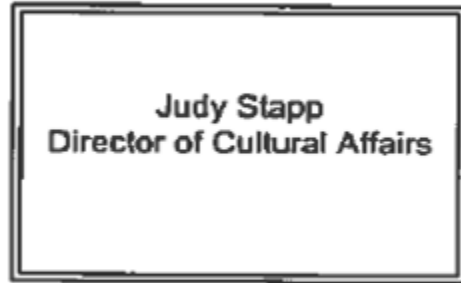




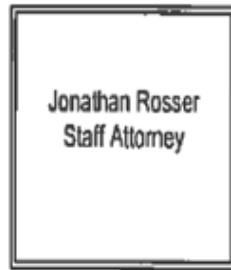
Planning



Cultural Museum



Legal



Agriculture





F. Statement by the Tribe's Legal Counsel

Jonathan Rosser
Tribal Attorney

October 27, 2017

Regional Administrator
U.S. EPA Region 9
75 Hawthorne Street
San Francisco, CA 94105

Re: Statement by Legal Counsel for the Cabazon Band of Mission Indians in support of its Application for Treatment as a State for Sections 303 (33 U.S.C. § 1313) and 401 (33 U.S.C. § 1341) pursuant to Section 518 (33 U.S.C. § 1377(e)) and accompanying regulations, including 40 C.F.R. § 131.8, 40 C.F.R. § 131.4(c) and 40 C.F.R. part 121.

Dear Regional Administrator:

The legal basis for the Cabazon Band of Mission Indians' (Tribe) regulatory authority over the water resources within the Tribe's Reservation for purposes of Sections 303 and 401 of the Clean Water Act (CWA), 33 U.S.C. § 1313 § 1341, is provided below.

- I. The Tribe, its Reservation and Water Resources
 - A. Governmental Authority and Structure

The Tribe is a federally recognized Indian tribe. 81 FR 5019. The Tribe is governed according to its Constitution (the "Constitution") and By-laws (the "By-laws"), adopted pursuant to its inherent sovereign authority and the Indian Reorganization Act, 25 U.S.C. § 476, on or about December 14, 1935. The Department of the Interior approved the Tribe's Constitution and By-laws on April 13, 1965. Under its Constitution, the Tribe's jurisdiction extends "to the land now and hereafter comprised within the Cabazon Reservation." Constitution, Art. 1. The Tribe's Constitution and By-laws, as amended, are provided as Attachment "2A" to the Tribe's Application.

The Constitution establishes as the governing body of the Tribe the General Council "which shall consist of all adult members eighteen (18) years of age or older." Constitution, Art. 3. In addition, from the General Council, a five-member Business Committee shall be elected to serve four (4) year terms, consisting of a Chairman, Vice Chairman, Secretary-Treasurer, Liaison to the General Council and Member at Large. Art. 3, as amended. The authority of the General Council includes the power to "establish its own rules of procedure for the conduct of its affairs and by appropriate ordinances or resolution delegate to the Business Committee or any other committee or any other subordinate entity any of the powers and duties contained herein." Art. 6.A(6). By Resolution, the General Council delegated to the Business Committee the authorization "to enact codes, ordinances and resolutions on behalf of the Cabazon Band of Mission Indians to the same extent that the Cabazon General Council could so act." Cabazon General Council Resolution Empowering Cabazon Business Committee to Enact Ordinances, July 20, 1988. Pursuant to this authority, the Tribe "established for the Cabazon Indian Reservation a court to be known as the Cabazon Reservation Court." Code of the Cabazon Band of Mission Indians, Title 9 § 9-101. The Reservation Court was granted "jurisdiction over all territory, including but not limited to lands, waters, roadways, easements and rights-of-way, within the exterior boundaries of the Cabazon Indian Reservation." Code of the Cabazon Band



of Mission Indians, Title 9 § 9-102(a). The Tribe, therefore, has the authority and the infrastructure to exercise regulatory authority for purposes of Sections 303 and 401 of the CWA.

II. Authority to Regulate Water Quality

A. Federal Law Supports Tribal Authority and Authorizes Tribal Jurisdiction Over Reservation Waters

Section 18(e) of the CWA, 33 U.S.C. 1377(e)(2), authorizes EPA to treat a tribe as a state once the tribe has demonstrated that “the functions to be exercised by an Indian tribe pertain to the management and protection of water resources which are held by an Indian tribe, held by the United States in trust for Indians, held by a member of an Indian tribe if such property interest is subject to a trust restriction on alienation, or otherwise within the borders of an Indian reservation.” The EPA has interpreted this language to be an express delegation of authority by Congress to Indian tribes to administer regulatory programs over their entire reservations, subject to the eligibility requirements in section 518. 81 FR 30183. As set forth below, the Cabazon Band of Mission Indians meets these eligibility requirements.

B. Federal and State Recognition of Tribal Authority

The Tribe’s authority over the waters within Reservation boundaries is recognized by federal statute. The basis for the Tribe’s assertion of authority under this application is the express congressional delegation of authority to eligible Indian tribes to administer regulatory programs over their reservation contained in section 518 of the Clean Water Act. At this time, legal counsel is unaware of any limitations or impediments to the Tribe’s authority or ability to effectuate the delegation of authority from Congress as described in this application.

C. Tribal Law Empowers the Tribe to Regulate Reservation Waters

The Tribe’s Constitution, ordinances and regulations authorize the protection and management of all resources within the exterior Reservation boundaries. Along with the Cabazon Reservation Court, as noted above, the Tribe has enacted an Environmental Code for the purposes of regulating and protecting the environmental and natural resources of the Tribe contained within the exterior boundaries of the Reservation. Code of the Cabazon Band of Mission Indians, Title 15 § 1003. In particular, the Environmental Code establishes regulation and protection of the water resources within the exterior boundaries of the Reservation, known as the Cabazon Water Resources Ordinance. Code of the Cabazon Band of Mission Indians, Section 15-7101.

Section 15-1002 of the Environmental Code states the following:

- (1) Protecting, enhancing, and properly managing environmental and natural resources is essential to protecting and promoting the political integrity, economic security, health, safety and welfare of the Cabazon Band of Mission Indians, its members, and all persons living on or passing through the Cabazon Indian Reservation.
- (2) Current, past, and proposed future activities within the exterior boundaries of the Cabazon Reservation have presented or may present a threat to environment and natural resources, and consequently threaten the political integrity, economic security, health, safety and welfare of the Cabazon Band of Mission Indians.



- (3) The federal government, through its various agencies and departments, cannot provide adequate protection for the environmental and natural resources of the Cabazon Reservation.
- (4) The Cabazon Band of Mission Indians, pursuant to its inherent sovereignty and federal law, possesses the authority to provide for the comprehensive regulation of environmental quality within the exterior boundaries of the Cabazon Reservation.

Section 15-7102 of the Cabazon Water Resources Ordinance states:

- (a) Impacts to water resources within the Cabazon Reservation directly affect fundamental interests of the Cabazon Band of Mission Indians, including the political integrity, economic security, health, safety, and welfare of the Tribe.
- (b) The CBMI possesses inherent sovereign authority to regulate persons and activities that affect water resources, including activities conducted by non-members on privately owned land within the exterior boundaries of the Cabazon Reservation.
- (c) It is a primary interest of the CBMI to establish and maintain comprehensive laws, policies, programs, and procedures to protect, preserve, and enhance the quality and quantity of water resources within the Cabazon Reservation on behalf of the CBMI community.

Finally, the Environmental Code establishes mechanisms for enforcement of the Code as stated in Chapters 3 and 4. Specifically, sections 15-3004, 3005 state:

- (a) Whenever, on the basis of any information available to the Administrator, the Administrator finds that any person has violated, or is in violation of the Cabazon Environmental Code, including regulations, permits, orders, plans, variances, or fees issued, adopted, or approved pursuant to this Title, the Administrator may:
 - (1) Issue a written Violation Warning with required corrective actions that must be taken to avoid further enforcement action;
 - (2) Issue a written Notice of Violation with an order requiring compliance with applicable provisions of this Title;
 - (3) Issue one or more of the penalties and remedies listed under paragraph 15-3005(a);
 - (4) Issue an immediately effective order to cease and desist or correct a violation and/or damages resulting from the violation;
 - (5) Take immediate remedial action to cease and desist or correct a violation and/or damages resulting from the violation, where the violation or resulting damages are presenting an imminent and substantial threat to public health, safety, welfare, or the environment; and/or
 - (6) Bring an administrative action before the CEC in accordance with Section 15-4002 to seek one or more of the penalties and remedies described in Section 15-3005.
- (b) Any Notice of Violation issued by the Administrator pursuant to this Section shall cite:



- (1) The nature, time, date, and location of the violation;
 - (2) The Section(s) of this Title, regulations, and/or permit conditions applicable to the violation;
 - (3) The name and address of the responsible person;
 - (4) Contact information for the Administrator; and
 - (5) Any required action(s) that must be taken by the responsible person.
- (c) Any person subject to an enforcement action by the Administrator under subparagraphs (a)(2) through (a)(5) may seek administrative review of the Administrator action or decision in a hearing conducted by the Cabazon Environmental Commission under Section 15-4002. Any request for an administrative review hearing must be submitted in accordance with Section 15-4001. Notwithstanding a request for administrative review, any orders revoking a permit, or to cease and desist or abate a violating activity shall remain in effect until rescinded by a written appeals decision.

15-3005. Civil Penalties and Remedies

- (a) Any person found to be in violation of the Cabazon Environmental Code, including regulations, permits, orders, plans, variances, or fees issued, adopted, or approved pursuant to this Title, may be subject to one or more of the following penalties and remedies:
- (1) Payment of a civil fine of not less than \$100.00 but not to exceed \$5,000.00, per day per violation;
 - (2) Seizure of any personal property used in committing a violation of this Title, including but not limited to equipment, tools, weapons, or motor vehicles;
 - (3) Revocation or suspension of a permit issued pursuant to the Cabazon Environmental Code;
 - (4) An order to remediate damages that result from the violation, including to persons, property, or the environment;
 - (5) An order to prepare and implement a compliance work plan, subject to monitoring by the Administrator; and/or
 - (6) Payment of the costs for any damages to the Tribe and/or other persons that result from the violation, including but not limited to one or more of the following:
 - (A) Costs of any associated remedial actions;
 - (B) Any expenses incurred in investigating and evaluating a violation;
 - (C) Any expenses incurred in investigating and evaluating damages caused by a violation; and/or
 - (D) Any administrative costs incurred as a result of this matter.
- (b) Any person found to be in violation of the Cabazon Environmental Code, including regulations, permits, orders, plans, variances, or fees issued, adopted, or approved pursuant to this Title, may be subject to one or more of the following penalties through administrative or judicial review:
- (1) A civil fine of not less than \$100.00 but not to exceed \$25,000.00, per day per violation;

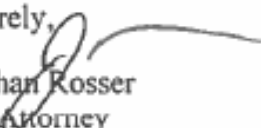


- (2) A temporary restraining order, preliminary injunction, or permanent injunction;
- (3) Forfeiture of any personal property used in committing a violation of this Title, including equipment, tools, weapons, or motor vehicles;
- (4) Remedial action to be taken by the Administrator to correct a violation and/or resulting damages;
- (5) One or more of the penalties and remedies listed under paragraph (a); and/or
- (6) For non-CBMI Tribal members:
 - (A) Temporary or permanent exclusion from the Reservation; and/or
 - (B) Suspension or termination of rights to engage in commercial dealings or consensual activities on the Reservation.
- (c) The CEC or CBMI Tribal Court may, if a temporary restraining order or preliminary injunction is sought under subparagraph (b)(2), require the filing of a bond or equivalent security.
- (d) For items seized by the Administrator pursuant to subparagraph (a)(2), the Administrator shall prepare a written inventory of all items seized and a copy of the inventory shall be given to the items' owner(s). The seized items shall be stored by the Administrator in a secure manner until returned to the owner(s) or forfeited by final administrative or judicial order.

III. Conclusion

Based upon the foregoing, the Tribe has established that it is has the authority and is capable of regulating and protecting the water resources within the boundaries of the Reservation.

Sincerely,


Jonathan Rosser
Staff Attorney



G. Environmental Code – Chapter 1 Through Chapter 5

Title 15

ENVIRONMENTAL CODE

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Title 15

ENVIRONMENTAL CODE

CHAPTER 1. GENERAL PROVISIONS

15-1001. Title

This Title shall be known as the “Cabazon Environmental Code” or “Environmental Code.”

15-1002. Findings and Declarations

The Business Committee of the Cabazon Band of Mission Indians finds and declares that:

- (1) Protecting, enhancing, and properly managing environmental and natural resources is essential to protecting and promoting the political integrity, economic security, health, safety, and welfare of the Cabazon Band of Mission Indians, its members, and all persons living on or passing through the Cabazon Indian Reservation.
- (2) Current, past, and proposed future activities within the exterior boundaries of the Cabazon Reservation present a threat to the environment and natural resources, and consequently threaten the political integrity, economic security, health, safety, and welfare of the Cabazon Band of Mission Indians.
- (3) The federal government, through its various agencies and departments, cannot provide adequate protection for the environmental and natural resources of the Cabazon Reservation.
- (4) The Cabazon Band of Mission Indians, pursuant to its inherent sovereignty and federal law, possesses the authority to provide for the comprehensive regulation of environmental quality within the exterior boundaries of the Cabazon Reservation.

15-1003. Purpose

The purpose of the Cabazon Environmental Code is to protect, preserve, and enhance environmental and natural resources within the jurisdiction of the Cabazon Band of Mission Indians.

15-1004. Authority

This Title, including all Chapters contained herein, is hereby adopted by the Business Committee of the Cabazon Band of Mission Indians pursuant to Article 6(A)(6) and Article 6(A)(10) of the Articles of Association of the Cabazon Band of Mission Indians through the authority delegated by the July 20, 1988 “General Council Resolution Empowering Cabazon Business Committee to Enact Ordinances.”

15-1005. Definitions

For the purposes of this Title the following words and phrases shall have the following meanings:



ADMINISTRATOR means the person designated as “Administrator” by the Business Committee for the purposes of administration, implementation, and enforcement of the Cabazon Environmental Code. The Business Committee may designate multiple Administrators where the responsibilities and authorities of each Administrator under the Environmental Code are clear, separate, and distinct.

BUSINESS COMMITTEE means the Business Committee of the Cabazon Band of Mission Indians as defined in the Code of the Cabazon Band of Mission Indians.

CABAZON BAND OF MISSION INDIANS (“CBMI” or “Tribe”) means the federally recognized Indian tribe, the Cabazon Band of Mission Indians.

CABAZON RESERVATION or RESERVATION means the Reservation of the Cabazon Band of Mission Indians. The Cabazon Reservation includes all trust, allotted, and other tribal lands held by or on behalf of the Cabazon Band of Mission Indians. The Cabazon Reservation also includes all lands, waters, and air located within the exterior boundaries of the Reservation, including fee lands. The Cabazon Reservation does not include any fee lands located outside the exterior boundaries of the Cabazon Reservation.

CABAZON TRIBAL CODE means latest formally adopted version of the Code of the Cabazon Band of Mission Indians that was originally enacted by the Cabazon Business Committee on August 29, 1990 through Resolution 8-29-90-1. The Cabazon Environmental Code is a Title within CABAZON TRIBAL CODE.

CEC means the Cabazon Environmental Commission.

CFR means the United States Code of Federal Regulations.

GENERAL COUNCIL means the General Council of the Cabazon Band of Mission Indians as defined in the Code of the Cabazon Band of Mission Indians.

MAY is used to indicate a discretionary requirement.

MOTOR VEHICLE means a vehicle that is self-propelled or as defined by the California Vehicle Code.

PERSON means any individual, firm, public or private corporation, association, organization, partnership, trust, estate, company, contractor, supplier, installer, user or owner, government agency, municipality, public district, political subdivision, or any other legal entity or its legal representatives, agents, or assigns.

REGULATION means a regulation promulgated pursuant to the Cabazon Environmental Code, unless otherwise indicated.

SHALL is used to indicate a mandatory requirement.

USC means United States Code.

U.S. EPA means the United States Environmental Protection Agency.

15-1006. Applicability



This Title applies to all persons and activities within the Cabazon Indian Reservation, or who are otherwise subject to tribal jurisdiction under the Cabazon Tribal Code according to tribal and/or federal law. This includes non-members and activities conducted on privately owned lands within the exterior boundaries of the Reservation where there is:

- (1) A threat, or direct effect on the political integrity, economic security, health, safety, welfare, or other fundamental interest of the tribe; or
- (2) A consensual relationship between the non-member and the CBMI.

15-1007. Environmental Code Regulations

Regulations may be adopted by the Cabazon Business Committee to administer, implement, enforce, or clarify the purposes and provisions of the Cabazon Environmental Code.

Regulations adopted pursuant to the Environmental Code shall be consistent with the Environmental Code and shall retain all requirements, definitions, and provisions of the Environmental Code.

A violation of the any Regulation adopted pursuant to the Environmental Code shall be considered a violation of the Environmental Code.

15-1008. Compliance with other Laws and Regulations

Compliance with this Title and regulations promulgated hereunder does not relieve a person of the obligation to comply with other applicable laws and regulations.

15-1009. Rules of Construction

This Title shall be liberally construed to carry out its purpose. The effectiveness and enforceability of this Chapter shall not be dependent upon the adoption of any regulations unless otherwise required by law. Nothing contained in this Title or regulations promulgated hereunder shall be construed to diminish, limit, or otherwise adversely affect any right or remedy held by or available to the Cabazon Band of Mission Indians.

Where a reference in this Title is made to a paragraph, subparagraph, clause, or provision, the reference shall refer to the paragraph, subparagraph, clause, or provision within the same Section unless otherwise indicated.

Where a reference in this Title is made to “law” or “laws,” it shall include any regulations promulgated thereunder.

Where a paragraph, subparagraph, clause, or provision includes a requirement to comply with a title, chapter, ordinance, article, paragraph, subparagraph, clause, or provision of Tribal law, the requirement to comply shall include any regulation adopted or permit issued thereunder.

15-1010. Severability

If any provision of this Title or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Title which can be given effect without the invalid provision or application, and to this end the provisions of this Title are declared severable.



15-1011. Sovereign Immunity Preserved

Nothing contained in this Title shall constitute, or be construed to be, a waiver of the sovereign immunity of the Cabazon Band of Mission Indians, its officers, employees, agents, or enterprises.

15-1012. Repealer

Any other prior laws, rules, ordinances, regulations, or resolutions of the Cabazon Band of Mission Indians are hereby repealed to the extent that they are inconsistent with this Title.

15-1013. Effective Date

The effective date of this Title shall be the date this Title is enacted and adopted by the Business Committee.

CHAPTER 2. ADMINISTRATION

ARTICLE 1. CABAZON ENVIRONMENTAL COMMISSION

15-2101. Establishment of an Environmental Commission

A five (5) member Cabazon Environmental Commission (CEC) shall be established by the Business Committee. The five (5) Environmental Commissioners shall be appointed by the Business Committee. At least one (1) of the Commissioners shall be an enrolled member of the Cabazon Band of Mission Indians.

15-2102. Powers and Duties

The CEC is the Administrative Review body under the Environmental Code of the Cabazon Band of Mission Indians.

The CEC shall have the authority, responsibility, and jurisdiction to conduct an adjudicatory hearing under the Cabazon Environmental Code to decide whether a violation has occurred. If the CEC determines that a violation has occurred, the CEC shall decide the remedies, penalties, and damages to be imposed upon the person or persons that caused or allowed the violation of the Cabazon Environmental Code.

The CEC shall have the authority, responsibility, and jurisdiction to hear and decide administrative appeals of final decisions made by the Administrator under the Cabazon Environmental Code regarding the following:

- (1) An Environmental Review determination made under Section 15-5007;
- (2) The approval, denial, modification, renewal, or revocation of a permit; and
- (3) A notice of violation, enforcement order, penalty, remedy, or damages.

In a hearing conducted pursuant to paragraph (b), the CEC shall have the authority to affirm, overturn, stay, or modify a final decision made by the Administrator regarding a permit, notice of violation, enforcement order, penalty, remedy, or damages that has been appealed and is the subject of the hearing.

The CEC shall have the authority and responsibility to review, revise, and, if approved by the CEC, recommend for adoption by the Business Committee the following:



- (1) Regulations drafted and proposed by the Administrator pursuant to the provisions of the Cabazon Environmental Code; and
- (2) Intergovernmental agreements drafted and proposed by the Administrator for the purposes of administering, enforcing, or implementing the Cabazon Environmental Code.

The CEC shall establish regulations consistent with the provisions of this Section to govern the conduct of the Commission.

15-2103. Appointment, Terms, Chairman Powers and Duties

Each Commissioner shall serve for a term of two (2) years, provided that, in order to stagger the terms of office, two (2) of the original Commissioners shall be appointed for a term of one (1) year and three (3) of the original Commissioners for a term of two (2) years. A vacancy on the Board, regardless of the cause, will be filled by the appointment procedure set forth in this Section, provided that any appointment that does not begin coincident with the staggered terms will be shortened as necessary to maintain the staggered terms.

Upon formation and whenever the position is vacant, the Environmental Commissioners shall meet and elect a Chairman from its members. The Chairman shall have the power to call and preside over all meetings and hearings of the CEC. If the Chairman is not present at a meeting or hearing, the Commissioners may designate a temporary Chairman by vote, limited to the duration and purposes of that meeting or hearing.

In the absence of a formally established Cabazon Environmental Commission with at least three (3) appointed Commissioners, the Business Committee will be the Cabazon Environmental Commission, the Business Committee members will be the Environmental Commissioners, and the Business Committee Chairman will be the CEC Chairman.

15-2104. Meetings and Hearings

The CEC shall hold meetings and hearings as necessary to fulfill its responsibilities under this Article.

CEC meetings and hearings may be called by the Chairman or by a majority of the Commissioners.

The CEC shall provide the Administrator and, where applicable, the opposing party, a minimum of seven (7) days of prior notice of a CEC hearing or meeting.

15-2105. Quorum and Voting

Three (3) members of the CEC shall constitute a quorum. A quorum is necessary for the CEC to take official action.

All actions of the CEC shall be taken by majority vote, a quorum being present.

Any action taken by the CEC during a meeting shall be recorded in writing in the official minutes for a meeting, the official record for a hearing, or by an official resolution for either a meeting or a hearing.



A member shall be excused from voting on a particular issue under the following circumstances:

- (1) If the member has a direct financial interest in the outcome of the matter or issue;
- (2) If the matter at issue involves the member's own official conduct; or
- (3) If a member has such close personal ties to a person involved in or subject to the issue, that the member cannot reasonably be expected to exercise sound judgment in the public interest.

If as a result of recusals under paragraph (d), the CEC lacks a quorum to take action in a particular case, the Business Committee shall appoint additional member(s) to serve on the CEC on a temporary basis.

ARTICLE 2. ENVIRONMENTAL CODE ADMINISTRATOR

15-2201. Designation of Administrator

For the purposes of this Title, the Administrator of the Cabazon Environmental Code shall be the person designated as the Administrator by the Business Committee.

15-2202. Powers and Duties

The Administrator shall have the authority and responsibility to administer, implement, and enforce the provisions of the Cabazon Environmental Code.

The Administrator shall have the authority and responsibility to draft and propose regulations to administer, implement, enforce, and clarify the purposes and provisions of the Cabazon Environmental Code. The Administrator shall submit proposed regulations to the Cabazon Environmental Commission for review, revision, and recommendation to the Business Committee for approval.

The Administrator may delegate any powers and duties to any officer or employee of the CBMI Tribal Government, CBMI authorized contractor, or CBMI Business Committee approved representative of a non-CBMI agency.

The Administrator may work cooperatively with other tribal, federal, state, county, and municipal governments to:

- (1) Coordinate activities and cooperate with other governments that have similar or related responsibilities within their respective jurisdictions; and
- (2) Draft and propose intergovernmental agreements to the Cabazon Environmental Commission as necessary for optimal coordination, cooperation, and assistance in administering, implementing, or enforcing the Cabazon Environmental Code.

15-2203. Environmental Protection Fund

The Administrator shall create and administer an Environmental Protection Fund. Any fees or penalties collected under this Title by the Tribe shall be deposited with the CBMI Tribal Government and credited to the Environmental Protection Fund.

The Environmental Protection Fund shall be used for expenses related to any of the following:



- (1) Administering, implementing, enforcing, or otherwise effecting the provisions of Cabazon Environmental Code;
- (2) Addressing environmental degradation caused by violations of the Cabazon Environmental Code; and
- (3) Conducting education and outreach for the CBMI community on environmental issues covered by the Cabazon Environmental Code.

CHAPTER 3. ENFORCEMENT

15-3001. Records

The Administrator may require by order, permit, or regulation that any person subject to this Title establish and maintain records in a form and manner prescribed by the Administrator.

All records required under this Title shall be made available to the Administrator for inspection upon request.

15-3002. Entry and Inspection

The Administrator and tribally authorized law enforcement officials may enter any property, premises, or place for the purpose of inspecting or investigating any activity subject to the provisions of the Cabazon Environmental Code to ensure compliance with the Environmental Code, including but not limited to, applicable permit conditions, emissions standards, plan requirements, orders, rules, regulations, etc.

The Administrator and tribally authorized law enforcement officials may enter the premises or location of activities subject to this Title at reasonable times to inspect such activities and otherwise perform the duties established pursuant to this Title. The Administrator shall make a reasonable effort to locate the owner of, or a person with authority over, the premises to request entry. If entry is refused, the Administrator shall have recourse to the remedies provided by law to secure entry.

The Administrator and tribally authorized law enforcement officials may enter the premises or location where a violation of this Title is in progress regardless of the time and without locating or seeking the permission of the owner of, or a person with authority over, the premises where the violation poses an immediate or existing threat to public health, safety, welfare, or the environment.

The Administrator, tribally authorized law enforcement, or tribally authorized fire agency officials may enter any property at any time to inspect an open burn in progress.

15-3003. Duty to Report, Correct

Any person that violates this Title shall have a duty to immediately:

- (1) Report the violation to the Administrator upon discovery of the violation;
- (2) Wherever possible, correct the source of the violation and prevent recurrences; and
- (3) Take measures to minimize the damages that have or will result from the violation.

Civil penalties allowable under this Title may be reduced or waived where a person that violates this Title takes all reasonable efforts to comply with paragraph (a).



Any person that witnesses a violation of this Title shall have a duty to report the violation to the Administrator, a CBMI authorized law enforcement official, or any other CBMI designated official.

15-3004. Enforcement Authority

Whenever, on the basis of any information available to the Administrator, the Administrator finds that any person has violated, or is in violation of the Cabazon Environmental Code, including regulations, permits, orders, plans, variances, or fees issued, adopted, or approved pursuant to this Title, the Administrator may:

- (1) Issue a written Violation Warning with required corrective actions that must be taken to avoid further enforcement action;
- (2) Issue a written Notice of Violation with an order requiring compliance with applicable provisions of this Title;
- (3) Issue one or more of the penalties and remedies listed under paragraph 15-3005(a);
- (4) Issue an immediately effective order to cease and desist or correct a violation and/or damages resulting from the violation;
- (5) Take immediate remedial action to cease and desist or correct a violation and/or damages resulting from the violation, where the violation or resulting damages are presenting an imminent and substantial threat to public health, safety, welfare, or the environment; and/or
- (6) Bring an administrative action before the CEC in accordance with Section 15-4002 to seek one or more of the penalties and remedies described in Section 15-3005.

Any Notice of Violation issued by the Administrator pursuant to this Section shall cite:

- (1) The nature, time, date, and location of the violation;
- (2) The Section(s) of this Title, regulations, and/or permit conditions applicable to the violation;
- (3) The name and address of the responsible person;
- (4) Contact information for the Administrator; and
- (5) Any required action(s) that must be taken by the responsible person.

Any person subject to an enforcement action by the Administrator under subparagraphs (a)(2) through (a)(5) may seek administrative review of the Administrator action or decision in a hearing conducted by the Cabazon Environmental Commission under Section 15-4002. Any request for an administrative review hearing must be submitted in accordance with Section 15-4001. Notwithstanding a request for administrative review, any orders revoking a permit, or to cease and desist or abate a violating activity shall remain in effect until rescinded by a written appeals decision.

15-3005. Civil Penalties and Remedies

Any person found to be in violation of the Cabazon Environmental Code, including regulations, permits, orders, plans, variances, or fees issued, adopted, or approved pursuant to this Title, may be subject to one or more of the following penalties and remedies:

- (1) Payment of a civil fine of not less than \$100.00 but not to exceed \$5,000.00, per day per violation;
- (2) Seizure of any personal property used in committing a violation of this Title, including but not limited to equipment, tools, weapons, or motor vehicles;



- (3) Revocation or suspension of a permit issued pursuant to the Cabazon Environmental Code;
- (4) An order to remediate damages that result from the violation, including to persons, property, or the environment;
- (5) An order to prepare and implement a compliance work plan, subject to monitoring by the Administrator; and/or
- (6) Payment of the costs for any damages to the Tribe and/or other persons that result from the violation, including but not limited to one or more of the following:
 - (A) Costs of any associated remedial actions;
 - (B) Any expenses incurred in investigating and evaluating a violation;
 - (C) Any expenses incurred in investigating and evaluating damages caused by a violation; and/or
 - (D) Any administrative costs incurred as a result of this matter.

Any person found to be in violation of the Cabazon Environmental Code, including regulations, permits, orders, plans, variances, or fees issued, adopted, or approved pursuant to this Title, may be subject to one or more of the following penalties through administrative or judicial review:

- (1) A civil fine of not less than \$100.00 but not to exceed \$25,000.00, per day per violation;
- (2) A temporary restraining order, preliminary injunction, or permanent injunction;
- (3) Forfeiture of any personal property used in committing a violation of this Title, including equipment, tools, weapons, or motor vehicles;
- (4) Remedial action to be taken by the Administrator to correct a violation and/or resulting damages;
- (5) One or more of the penalties and remedies listed under paragraph (a); and/or
- (6) For non-CBMI Tribal members:
 - (A) Temporary or permanent exclusion from the Reservation; and/or
 - (B) Suspension or termination of rights to engage in commercial dealings or consensual activities on the Reservation.

The CEC or CBMI Tribal Court may, if a temporary restraining order or preliminary injunction is sought under subparagraph (b)(2), require the filing of a bond or equivalent security.

For items seized by the Administrator pursuant to subparagraph (a)(2), the Administrator shall prepare a written inventory of all items seized and a copy of the inventory shall be given to the items' owner(s). The seized items shall be stored by the Administrator in a secure manner until returned to the owner(s) or forfeited by final administrative or judicial order.

CHAPTER 4. ADMINISTRATIVE AND JUDICIAL REVIEW

15-4001. Review and Appeals of Administrator Decisions

Any person aggrieved by a decision or action of the Administrator for which this Title provides a right for administrative review or appeal, may request a hearing by the Cabazon Environmental Commission (CEC) to review the decision or action. An administrative review or appeal hearing must be requested within thirty (30) calendar days from the notification date of the challenged decision or within thirty (30) calendar days from the date of the challenged action, whichever is applicable.



Any request for a hearing shall be filed with the Administrator and shall state:

- (1) The reasons for the appeal hearing request, specifically identifying any claimed errors in the challenged decision or action;
- (2) Conclusions under CBMI law or Federal law, or in the application of such laws;
- (3) Any factual findings or statements of facts;
- (4) Any arbitrary or capricious action; and
- (5) Any way in which the person requesting a hearing has been or will be substantially prejudiced by the challenged decision or action.

15-4002. Environmental Commission Hearings

Where a Cabazon Environmental Commission hearing has been called pursuant to paragraph 15-3004(a)(6) or 15-4001(a), the CEC shall provide notice to all parties to the CEC hearing of the hearing date at least seven (7) calendar days in advance. The hearing shall be held within thirty (30) calendar days of the date on which the request for a hearing was filed.

All CEC hearings shall proceed in the following manner:

- (1) The Administrator shall provide copies of any information and documents relevant to the Administrator's decision or action.
- (2) The opposing party may submit written documents or materials in response to the Administrator's decision or action.
- (3) CEC members may ask questions of the Administrator and the opposing party regarding any of the documents and information submitted by the Administrator or opposing party.
- (4) The CEC may call one or more of the following persons to answer questions and provide statements regarding the matter being considered by the CEC:
 - (A) Witnesses;
 - (B) CBMI Tribal government staff;
 - (C) Persons with delegated authority under the Environmental Code;and/or
 - (D) Other members of the public, as determined necessary by the CEC.
- (5) The CEC will hear the responses, clarifying statements, and closing remarks by the Administrator and opposing party.
- (6) The CEC will close the evidentiary portion of the hearing to privately deliberate the matter.

The CEC will provide its decision and findings in writing signed by a majority of CEC members that were eligible to decide the case. Copies of the CEC's decision shall be provided to

the Administrator and the opposing party, and shall be available for public inspection and copying at reproduction cost. The decision shall be issued within thirty (30) calendar days of the last day of the hearing.

15-4003. Appeals of Environmental Commission Decisions

Any person aggrieved by a decision of the Cabazon Environmental Commission may appeal that decision to the Cabazon Tribal Court within thirty (30) calendar days from the date that the person received written notification of the decision.



An appeal of a CEC decision to the CBMI Tribal Court must be filed with the Clerk of the Reservation Court according to the provisions of Section 9-202 of the Cabazon Tribal Code or in the manner prescribed by the Clerk.

15-4004. Judicial Review

The CBMI Tribal Court shall have jurisdiction to hear all cases and controversies arising under the provisions of the Cabazon Environmental Code.

Any person aggrieved under the Cabazon Environmental Code must exhaust any and all administrative remedies before seeking judicial review in CBMI Tribal Court.

The CBMI Tribal Court, in issuing a final order on an action brought under this Section, may award costs of litigation (including reasonable attorney and expert witness fees) to any party whenever the court determines that such award is appropriate.

15-4005. Fees

Any person requesting Administrative Review pursuant to this Article shall be assessed applicable filing fees. Regulations may be adopted that establish Administrative Review filing fees.

Any person requesting Judicial Review pursuant to this Article shall be assessed applicable filing fees under the Cabazon Tribal Code or as established by the CBMI Tribal Court.

CHAPTER 5. ENVIRONMENTAL REVIEW

15-5001. Title

This Chapter shall be known and cited as the “Cabazon Environmental Review Ordinance.”

15-5002. Findings and Declarations

The Business Committee of the Cabazon Band of Mission Indians finds and declares that significant environmental impacts resulting from activities within the exterior boundaries of the Cabazon Reservation threaten the political integrity, economic security, health, safety, and welfare of the Tribe and its members.

The Business Committee hereby declares that it is the policy of the Cabazon Band of Mission Indians to protect the natural environment within and surrounding the Cabazon Reservation, to take affirmative action to restore and enhance environmental quality in areas that have been subject to degradation, and to ensure that no proposed activity that may cause significant environmental degradation be allowed before the completion of an environmental review, in which alternatives and mitigation measures are fully considered.

15-5003. Purpose

The purpose of the Cabazon Environmental Review Ordinance is to review, reduce, prevent, and control the environmental impacts of activities within the Cabazon Reservation to protect public health, safety, welfare, and the environment.

15-5004. Definitions



For the purposes of this Chapter the following words and phrases shall have the following meanings:

ACTIVITY means a development, project, construction, or other action.

CONSTRUCTION means any onsite activity that is directly related to building or modifying a structure. It does not include minor repairs to, or painting of, existing structures.

DEVELOPMENT means the making of any material change in the use or appearance of any structure or the making of any material change in the use or appearance of any land, including wetlands.

ENVIRONMENTAL IMPACT means any change that a project or activity may cause in the environment, whether directly, indirectly, or cumulatively.

ENVIRONMENTAL ASSESSMENT (EA) means a document designed to assist the Administrator in determining:

- (1) Whether the environmental impacts of a proposed activity may be significant; and
- (2) Whether an Environmental Impact Statement will be required for the proposed activity.

ENVIRONMENTAL IMPACT STATEMENT (EIS) means a comprehensive and in depth analysis of a proposed activity that may have a significant impact on the environment.

ENVIRONMENTAL REVIEW means an evaluation of environmental impacts through the use of an Environmental Checklist, Environmental Assessment, and/or Environmental Impact Statement.

ENVIRONMENTAL PERMIT means the document issued by the Administrator to an applicant after an Environmental Review that contains authorization to proceed with the action and any required special conditions or mitigations.

ENVIRONMENTAL REVIEW CHECKLIST means the document used to determine whether an EA, EIS, and/or Environmental Permit will be required for the proposed activity.

MITIGATE and **MITIGATION** mean to take steps to address an environmental impact in the following sequence, which are listed in order of priority:

- (1) Avoid the impact by not taking certain actions or parts of an action.
- (2) Minimize impacts by limiting the degree or magnitude of the action.
- (3) Rectify the impact by repairing, rehabilitating, or restoring the affected area.
- (4) Compensate for the impact by replacing, enhancing, or providing substitute resources in another area.

SIGNIFICANT ENVIRONMENTAL IMPACT means an impact or the cumulative impacts of an activity on the environment is determined to be significant by the Administrator in consideration of environmental, natural resource, health, safety, legal, economic, governmental, and other factors of fundamental interest to the CBMI.



STRUCTURE means a permanent or temporary edifice or building, or any piece of work artificially built or composed of parts joined together in some definite manner, whether installed on, above, or below the surface of the ground or water.

15-5005. Applicability

This Ordinance applies to all persons and activities within the exterior boundaries of the Cabazon Indian Reservation that produce or may produce an environmental impact.

15-5006. Requirements

A person shall not conduct or authorize any activity that may have an environmental impact before completing an Environmental Review that has been approved by the Administrator pursuant to Section 15-5007.

No person shall execute a contract or agreement for services to be performed within the Reservation between the CBMI, including a CBMI-owned commercial or government entity, and

a third party before completing an Environmental Review that has been approved by the Administrator pursuant to Section 15-5007.

A person shall not conduct or authorize any development or other activity that, according to an Environmental Review conducted pursuant to Section 15-5007, may have a significant environmental impact without an Environmental Permit issued by the Administrator pursuant to Section 15-5008.

15-5007. Environmental Review

Any person required to complete an Environmental Review pursuant to 15-5006(a) shall prepare and submit to the Administrator an Environmental Review Checklist in a form and manner required by the Administrator.

Upon review of an Environmental Checklist submitted pursuant to paragraph (a), the Administrator may determine that further Environmental Review for the proposed activity will be required in the form of:

- (1) An Environmental Assessment; and/or
- (2) An Environmental Impact Statement.

Environmental Assessments and Environmental Impact Statements must be prepared and submitted in a form and manner prescribed by the Administrator.

Within 30 days of receipt of an Environmental Review Checklist, Environmental Assessment, or Environmental Impact Statement (EIS) the Administrator will notify the submitting party one or more of the following:

- (1) The proposed activity may proceed without further review or an Environmental Permit;
- (2) The proposed activity shall not proceed without an Environmental Permit;
- (3) An Environmental Assessment must be prepared and submitted for the proposed activity;
- (4) An Environmental Impact Statement must be prepared and submitted for the proposed activity;



- (5) The Environmental Review Checklist, EA, or EIS has been rejected as incomplete or improperly filed; and/or
- (6) The proposed activity shall not proceed due to unavoidable environmental impacts that will irreparably harm:
 - (A) Public health, safety, or welfare;
 - (B) The natural environment; and/or
 - (C) Another fundamental Tribal interest.

When an activity covered under this title requires an Environmental Review by a non-CBMI governmental entity, the Administrator may accept an Environmental Assessment, Environmental Impact Statement, or equivalent document prepared for the non-CBMI government entity in lieu of the Environmental Review document required under this section, provided the document substantially addresses the same elements as required under this Ordinance and all applicable regulations.

A person that is aggrieved by a final decision made by the Administrator under this Section may appeal the decision in accordance with Section 15-4001.

15-5008. Environmental Permits

The Administrator may issue an Environmental Permit if the Administrator determines that the applicant has demonstrated:

- (1) The applicant has secured all permits applicable to the proposed activity under the Cabazon Environmental Code;
- (2) The proposed activity will be conducted in compliance with all applicable permits, standards, and other requirements under the Cabazon Environmental Code; and
- (3) One or more of the following:
 - (A) The proposed activity will not cause or allow any significant environmental impacts;
 - (B) The proposed activity will cause or allow significant environmental impacts, but these impacts will be mitigated to a level of insignificance;
 - (C) The proposed activity will cause or allow significant environmental impacts, but these impacts are allowable under one or more permits obtained pursuant to the Cabazon Environmental Code; or
 - (D) The proposed activity will cause or allow significant environmental impacts, but these impacts have been determined to be acceptable in consideration of economic, cultural, environmental, and/or other factors of significance to the CBMI as determined by the Cabazon Environmental Commission.

The Administrator shall conduct an annual compliance review that includes an onsite inspection, to ensure that an Environmental Permit holder is in compliance with all applicable permits, standards, and other requirements under the Cabazon Environmental Code. Conditions requiring an annual compliance review shall be included in every Environment Review Permit.

A person required to obtain an Environmental Permit pursuant to this Article shall file an Environmental Permit application in a manner and form prescribed by the Administrator.

A person whose application for an Environmental Permit is denied by the Administrator may appeal the denial in accordance with Section 15-4001.



15-5009. Exemptions

The following activities shall not be subject to this ordinance:

- (1) Construction and site preparation for single family residential home improvements;
- (2) Construction of storage sheds which are accessory to an existing residential use;
- (3) Business conducted in the home, except where construction is required;
- (4) Emergency public works projects deemed necessary to protect health, safety, and welfare by the Administrator;
- (5) Any right of way repair or maintenance that does not alter a natural drainage course; and
- (6) Structures in existence prior to the adoption of this Ordinance, except modifications to such structures made after the date of adoption of this Ordinance.

15-5010. Fees

Any person completing an Environmental Review pursuant to Section 15-5007 shall be assessed applicable filing and evaluation fees. Regulations shall be adopted that establish fees for the filing and evaluation of Environmental Review documents.

Any person submitting an Environmental Permit application pursuant to Section 15-5008 shall be assessed applicable filing and evaluation fees. Regulations shall be adopted that establish fees for the filing and evaluation of Environmental Permit applications.



H. Environmental Department Job Descriptions



3 *** JOB DESCRIPTION ***

Job Title: Environmental Director
Department: Planning
Company: Cabazon Band of Mission Indians
Reports To: Director of Tribal Affairs
FLSA Status: Non-Exempt
Job Grade:
Prepared By: Jacquelyn Barnum
Prepared Date: 05/23/15

Summary:

The Environmental Director is responsible for operation and administration of Environmental Protection Agency (EPA) grant programs including personal, financial, contracts, quality assurance management and program development and maintenance. Under administrative direction, utilizing the Environmental Code, the Director provides coordination and oversight in environmental compliance of all Tribal Reservation lands for forward planning and economic development.

Essential Duties and Responsibilities include:

- Integrate tribal environmental program objectives into EPA funding activities; formulate budgets and fulfill reporting requirements.
- Coordinate all aspects of resource use, pollution reduction, waste management, environmental health, pollution prevention, recycling programs and risk assessments.
- Oversee the GIS and database programs.
- Oversee the Tribal Transportation program.
- Oversee essential infrastructure projects and coordinate with the public works supervisor.
- Oversee and implement the tribal document retention program.
- Auditing and reporting on environmental performance to clients and regulatory bodies.
- Provide assistance and information to allow for sound decision making and environmental compliance.
- Keep abreast of environmental legislation and best management practices.
- Review and provide analysis on environmental issues and policies.
- Develop and maintain cooperative working relationships with Federal, State and local agencies.
- Coordinate meetings and correspondence between the tribe and outside agencies.
- Research new monetary sources to fund the environmental, infrastructure and transportation projects.
- Interacts with Finance, Legal, Development, Tribal Treasury, and other internal departments



- Interacts in the public forum (deliver presentations at city planning and city council meetings)
- Ability to work well with members of the community.
- Provide weekly, monthly and quarterly reporting to Tribal Business Committee and Tribal General Council
- Provide quarterly reports to EPA and the Tribe.
- Implementation and enforcement of the Cabazon Environmental Code.
- Attend and participate in community council and environmental justice meetings
- Participate in tribal outreach, environmental education and research.
- This position is not limited to the duties and responsibilities listed. Duties and responsibilities can be changed, expanded, reduced or deleted to meet business needs of the company.

Supervisory Responsibilities:

- Recruitment, selection, training, and development for department employees (Environmental Analyst, Environmental Technician, Environmental Administrative Assistant)
- Organize workload and schedules within department to accommodate field requirements
- Preparing/delivering performance evaluations and compensation recommendations

Job Requirements:

- Bachelors' Degree (Master's Degree preferred) in the area of Environmental studies, science, engineering or statistical field required or equivalent combination of education and experience is required.
- 8 to 10 years demonstrated natural resource management, land development, preferably for a governmental environment
- 5 years' experience supervising/managing people.
- Previous knowledge and experience working with Tribal Government and tribal culture is recommended.
- GIS/GPS experience
- Strong analytical skills, problem analysis, project budget, project scheduling.
- Ability to differentiate between macro and micro scale projects.
- Demonstrated management and supervisory skills
- Microsoft Office (Excel, Word, Project, Map Point, GIS)
- Working knowledge of financial accounting concepts and negotiation abilities essential
- Detailed knowledge of all phases of construction and building projects
- Working knowledge of permit writing, leasing, accounting, development and operations of projects.
- Ability to review and understand blueprints and specifications.
- Strong skills with cost information management systems, cost estimating, project costing and scheduling for efficient operations.
- Strong leadership and teamwork ability; provide support/direction to members of management team.
- Strong multi-tasking, time management, leadership and decision making skills.
- Ability to set personal and project priorities and demonstrate strong organizational skills in day-to-day and long term planning and execution.



- Excellent written and oral communication skills. Ability to effectively delegate, and negotiate.
- Capable of working outdoors and performing field work in a variety of weather conditions.
- Overnight travel required.

JOB DESCRIPTION TITLE: ENVIRONMENTAL DIRECTOR

APPROVALS:

Please approve in this order:

Print/Sign the name of the **Director** of department (if applicable)

Date/Print/Sign the name of the reviewer from **Human Resources**

If CBMI, Date/Print/Sign the name of a **Tribal Business Committee Member (1 of 2)**

If CBMI, Date/Print/Sign the name of a **Tribal Business Committee Member (2 of 2)**

Only after the Job Description has had any editing/changes made, should this document be presented to the employee for their signature. Then, the signed document should be filed in the Employee File located in Human Resources and a copy of the Job Description be provided to the employee.



Cabazon Band of Mission Indians
84-245 Indio Springs Parkway
Indio, Ca 92203
Phone: (760)342-5000

Treatment in a Manner Similar to State
April 2018
EPA-CWA



***** JOB DESCRIPTION *****

Job Title: Environmental Compliance Specialist
Department: Planning
Company: Cabazon Bands of Mission Indians
Reports To: Director of Tribal Affairs
FLSA Status: Exempt (Salary)
Job Grade:
Prepared By: B. Ross/P. Slama
Prepared Date: 02-25-11

Summary:

Under the direction of the Deputy Director of Tribal Affairs, the Compliance Manager is responsible for assessing compliance of Tribal programs, businesses, and tenants with regulatory agencies and Tribal Codes. Under the direction of the Director of Tribal Affairs, the Compliance Manager will support other Tribal duties.

Essential Duties and Responsibilities include:

- Perform compliance assessments of Tribal programs, businesses and tenants as directed by the Deputy Director of Tribal Affairs.
- Manage and participate in the development and implementation of goals, objectives, policies and priorities for assigned programs; recommend and administer policies and procedures.
- Plan, direct, coordinate and review the work plan for program and inspection staff; assign work activities, projects and programs; review and evaluate work products, methods and procedures; meet with staff to identify and resolve problems
- Maintain working knowledge of Tribal, Federal and State regulations such as NEPA, NAGPRA, EPA and CEQA.
- Review and/or update existing Tribal Environmental Assessments (EA's) for applicability to proposed Tribal development.
- Develop, implement, plan or participate in special environmental projects.
- Review outside EA's, EIR's and development notices for possible impact to Tribal lands or concerns. Report concerns and recommendations to the designated Tribal entity.
- Develop/revise assessment and/or management plans for Tribal projects/programs as needed for compliance.



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- Assist in the preparation of permits for businesses developing Tribal lands or operating on Tribal lands.
- Prepare the technical narrative and to assist in the task or work plans for grant applications.
- Perform other Tribal duties as may be assigned.
- This position is not limited to those duties listed in the job description. Duties and responsibilities can be changed, expanded, reduced or deleted to meet business needs of the company.

Supervisory Responsibilities:

This position does not have supervisory responsibilities.

Job Requirements:

Ability to prepare written documents such as quality assurance plans, standard operating procedures and letters using Microsoft Office Suite (MS Word, Excel, Outlook and PowerPoint)
Ability to read and summarize complex environmental data and documents. Ability to understand Federal and State laws and regulations relating to natural resources. Must have a working knowledge of basic mathematics. Must have good written and oral communication skills. Experience in preparing complex graphics is desirable. Knowledge of GPS data collection and processing is desirable. BA Degree in related area; or 2-4 years of related experience and/or training; or equivalent combination of education and experience. Experience and familiarity with a Tribal Environmental Department, grant administration and EPA Region 9 a plus. Must be proficient in use of Microsoft Office software. Must be at least 21 years of age.

Work Environment:

The work environment characteristics described herein are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.



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Job Title: Environmental Manager
Department: Planning
Company: Cabazon Band of Mission Indians
Reports To: Deputy Director of Tribal Affairs
FLSA Status: Exempt (Salary)
Job Grade: 20
Prepared By: J. Barnum
Prepared Date: 11/14/2016

Summary:

Under the direction of the Deputy Director of Tribal Affairs, the Environmental Manager is responsible for all aspects of Environmental Programs operations and administration of EPA grant programs including personnel, financial, contracts, quality assurance management, program development and maintenance. Growth of the Environmental Program through liaison activities with other governments, tribal elected officials and tribal members, facilities and equipment in the areas of air pollution, water pollution, drinking water protection, health and safety, hazardous materials and water management.

Essential Duties and Responsibilities include:

- Integrate tribal environmental program objectives into EPA funding activities; formulate budgets and fulfill reporting requirements.
- Work cooperatively with all Environmental staff in collecting and analyzing environmental data concerning all environmental issues.
- Provide assistance and information to allow for sound decision making and environmental compliance.
- Review and provide analysis on environmental issues and policies.
- Develop and maintain cooperative working relationships with Federal, State, and local agencies. Coordinate meetings and correspondence between Tribe and outside agencies, if necessary, and maintain adequate files and reports of environmental programs, projects and compliance issues.
- Research new monetary sources to fund environmental program activities.
- Training staff at all levels in environmental issues and responsibilities.
- Setting organizational sustainability targets, developing plans to meet those targets and oversee their delivery.
- Perform other Tribal duties as may be assigned.
- This position is not limited to those duties listed in the job description. Duties and responsibilities can be changed, expanded, reduced or deleted to meet business needs of the Tribe.

Supervisory Responsibilities:

This position has supervisory responsibilities.

Job Requirements:

Rev. 11/14/16



Knowledge and experience with environmental regulatory programs. Experience working with Federal, State, and local agencies and knowledge of program reporting requirements. Must have excellent grant/report writing, general written and verbal communication skills and ability to work well with other professionals and members of the community. Knowledge of GIS/GPS data collection and processing is desirable. Previous knowledge and experience working with Tribal Governments and tribal culture is recommended. Bachelors Degree (Master's preferred) with major emphasis in Environmental Science, Physical or Natural Science, Environmental Studies, Natural Resource Management, Policy and Planning, Law or related field and, ten years of professional natural resources experience OR Associate of Arts Degree and twelve years of professional natural resource experience OR equivalent combination of education and experience. Must be at least 21 years of age.

Work Environment:

The work environmental characteristics described herein are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform these functions.

JOB DESCRIPTION TITLE: Environmental Manager

APPROVALS:

Please approve in this order:

Date/Print/Sign the name of the **Supervisor** for the position listed on this Job Description

Print/Sign the name of the **Director** of department (if applicable)

Date/Print/Sign the name of the reviewer from **Human Resources**

If CBMI, Date/Print/Sign the name of a **Tribal Business Committee Member (1 of 2)**

If CBMI, Date/Print/Sign the name of a **Tribal Business Committee Member (2 of 2)**



3

*** JOB DESCRIPTION ***

Job Title: Environmental Analyst
Department: Planning
Company: Cabazon Band of Mission Indians
Reports To: Environmental Director
FLSA Status: Non-Exempt
Job Grade:
Prepared By: Jacquelyn Barnum
Prepared Date: 05/23/15

Summary:

The Environmental Analyst will be responsible for determining appropriate land uses, monitor chemical or biological levels in the environment and create and regulate policy changes for the Cabazon Band of Mission Indians. The Environmental analyst will focus on data collection and interpretation, using the information to create solutions to environmental problems. After evaluation and interpretation of data is complete, analyst report recommendations and solutions for policy creation, expansion or procedure modification is necessary.

Essential Duties and Responsibilities include:

- Identifies and analyzes sources of air, water and solid waste pollution to determine their effects.
- Determines data collection methods to be employed in research projects and surveys.
- Collects and synthesizes data derived from pollution emission measurements, atmospheric monitoring, meteorological information and soil and water samples.
- Achieves environmental data and records.
- Collect and document metadata.
- Collect, manage, use and integrate spatial and attribute data using geographic information systems (GIS), remote sensing (RS) systems, and global positing systems (GPS)
- Create and interpret hard copy and digital maps.
- Analyzes data to assess air, water and solid waste pollution problems.
- Analyzes data to establish standards.
- Assist in recommending/implementing practices to control, reduce or eliminate air and water pollutants.
- Prepares graphs, charts and statistical models from synthesized data, using knowledge of mathematical, statistical and engineering analysis techniques.
- May be designated to assist the Environmental Technician with field work and data collection.
- Assist with quarterly reports to EPA and the Tribe.
- Assist in enforcing the Cabazon Environmental Code.
- Attend and participate in community council and environmental justice meetings.



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- This position is not limited to the duties and responsibilities listed. Duties and responsibilities can be changed, expanded, reduced or deleted to meet business needs of the company.

Supervisory Responsibilities:

This position does not have supervisory responsibilities.

Job Requirements:

- Bachelors' Degree (Master's Degree preferred) in science, engineering or statistical field required or equivalent combination of education and experience is required.
- Capable of lifting a minimum of 50 pounds, working outdoors and performing field work in a variety of weather conditions.
- Working knowledge of Microsoft Office Suite
- Overnight travel may be required.
- Statistical modeling experience preferred.
- GIS/GPS experience is preferred.
- Operating heavy equipment and tools is preferred.

JOB DESCRIPTION TITLE: ENVIRONMENTAL ANALYST

APPROVALS:

Please approve in this order:

Date/Print/Sign the name of the **Manager** for the position listed on this Job Description

Print/Sign the name of the **Director** of department (if applicable)

Date/Print/Sign the name of the reviewer from **Human Resources**

If CBMI, Date/Print/Sign the name of a **Tribal Business Committee Member (1 of 2)**

If CBMI, Date/Print/Sign the name of a **Tribal Business Committee Member (2 of 2)**

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***** JOB DESCRIPTION *****

Job Title: Environmental Technician
Department: Planning
Company: Cabazon Band of Mission Indians (CBMI)
Reports To: Environmental Director
FLSA Status: Exempt
Job Grade:
Prepared By: Jacquelyn Barnum
Prepared Date: 05/23/15

Summary:

The Environmental Technician will be responsible for all sample collection of the CBMI Environmental Department. Determines sources and methods of controlling pollutants by conducting tests and field investigations.

Essential Duties and Responsibilities include:

- Installing, calibrate, operate, troubleshoot, decontaminate, repair and maintain air and water sampling equipment.
- Perform air and water sampling following Standard Operating Procedures.
- Develop and update Standard Operating Procedures.
- Follow established quality control procedures.
- Generate, calculate, validate and interpret air and water sampling and monitoring data.
- Maintain accurate records of air and water sampling, monitoring, repair and calibration of equipment.
- Prepare reports of air and water sampling activities.
- Assist in air and water permit application preparation and compliance reporting.
- Investigates complaints of violations.
- Apply appropriate local, state, and federal environmental regulations to specific projects.
- Maintain inventory of supplies for air and water monitoring and/or pollution control equipment.
- Initiate corrective action for operational malfunctions of air and water monitoring and/or pollution control equipment.
- Perform literature searches.
- Assist in recommending/implementing practices to reduce or eliminate air and water pollutants.
- Perform field work activities ranging from invasive species removal to habitat restoration.
- Assist with quarterly reports to EPA and the Tribe.
- This position is not limited to the duties and responsibilities listed. Duties and responsibilities can be changed, expanded, reduced or deleted to meet business needs of the company.



Supervisory Responsibilities:

This position does not have supervisory responsibilities.

Job Requirements:

- Possession of an associate's degree in electronic technology, engineering, a physical science or a biological science required.
- Bachelors' Degree in science, engineering or statistical field required or equivalent combination of education and experience preferred.
- Capable of lifting a minimum of 50 pounds, working outdoors and performing field work in a variety of weather conditions.
- Working knowledge of Microsoft Office Suite
- GIS/GPS experience is preferred.
- Operating heavy equipment and tools is preferred.

JOB DESCRIPTION TITLE: ENVIRONMENTAL TECHNICIAN

APPROVALS:

Please approve in this order:

Date/Print/Sign the name of the **Manager** for the position listed on this Job Description

Print/Sign the name of the **Director** of department (if applicable)

Date/Print/Sign the name of the reviewer from **Human Resources**

If CBMI, Date/Print/Sign the name of a **Tribal Business Committee Member (1 of 2)**

If CBMI, Date/Print/Sign the name of a **Tribal Business Committee Member (2 of 2)**

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Job Title: Administrative Assistant
Department: Environmental
Company: Cabazon Band of Mission Indians
Reports To: Environmental Director
FLSA Status: Exempt
Job Grade:
Prepared By: Jacquelyn Barnum
Prepared Date: Revised 05/28/15

Summary:

Provides varied administrative support for the Environmental Department and as needed for other CBMI departments (e.g. Finance, Legal, etc.). Acts as liaison between department and other departments and external agencies.

Essential Duties and Responsibilities include:

- Writes, edits, proofreads and prepares correspondence (e.g. letters, memos, reports, etc.)
- Receives and distributes faxes
- Assists in the development of the document retention system, including compliance reports, monitor reports, analytical reports, etc.
- Maintains files; creates tracking documents on spreadsheets and inputs information.
- Prepares check requests, purchase requisitions, expense reports and other requests for signatures and budget codes. Audits invoices relative to contract provisions.
- Schedules meetings and boardrooms for the Environmental Director
- Prepares meeting agendas
- Prepares meeting packets (e.g. copying, collating, distribution, etc.)
- Assists in preparation of federal, state and local agency reports, utilizing word processing creating tables and charts.
- Maintains, updates and distributes environmental/safety policies and procedures.
- Inputs yearly budget information, tracks and maintains budget. Notifies appropriate personnel of variances.
- Makes travel arrangements
- Handles the incoming and outgoing mail which includes overnight mail.
- Prepares supply orders, including air and water equipment orders.
- Attends meetings with the Environmental Director as needed.
- Some overnight travel may be required.
- This position is not limited to those duties listed in the job description. Duties and responsibilities can be changed, expanded, reduced or deleted to meet business needs of the company.

Supervisory Responsibilities:

This position does not have supervisory duties

Job Requirements:

Should have served in an Administrative Assistant/Secretary role for no less than 3 years reporting to a senior executive(s). Proficient in MS Word, Excel, PowerPoint and Outlook. ArcGIS experience is preferred. Must be able to type 55 wpm or better and have excellent grammar/spelling skills. Able to



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multi-task. Must have a High School Diploma or GED. Should be very detail oriented with strong organization skills. Ability to report/support more than one person. Fluent in English and Spanish is a preferred. Associates degree preferred.

APPROVALS:

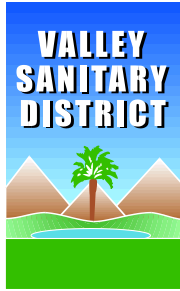
Please approve in this order:

Date/Print/Sign the name of the reviewer from **Human Resources**

If CBMI, Date/Print/Sign the name of a **Tribal Business Committee Member (1 of 2)**

If CBMI, Date/Print/Sign the name of a **Tribal Business Committee Member (2 of 2)**

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**Valley Sanitary District
Board of Directors Meeting
September 24, 2019**

TO: Board of Directors

THROUGH: Beverli A. Marshall, General Manager

SUBJECT: **Discuss General Counsel Attending All Board Meetings and Provide Direction**

<input checked="" type="checkbox"/> Board Action	<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 to discuss General Counsel attendance at Board meetings.

Fiscal Impact

If determined that General Counsel should attend Board meetings, the fiscal impact will be based on the hourly rate of the assigned attorney.

Background

Many special district boards of directors, and almost all city councils, meetings have their general counsel, staff or contractor, attend their meetings on a regular basis. In the past, VSD General Counsel has not regularly attending board meetings. At the September 10, 2019, meeting, the Board requested that staff bring this as a discussion item at a future meeting.

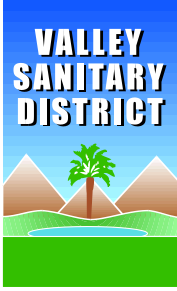
Recommendation

Staff recommends that the Board of Directors discuss this issue and provide direction.

Attachments:

None

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Valley Sanitary District
Board of Directors Meeting
September 24, 2019

TO: Board of Directors
THROUGH: Beverli A. Marshall, General Manager
FROM: Joanne Padgham, Administration & Finance Manager
SUBJECT: **Adopt VSD Purchasing Policy and Rescind Previously Adopted Policy Language**

<input checked="" type="checkbox"/> Board Action	<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 to review and discuss the proposed policy language.

Fiscal Impact

There is no fiscal impact from adopting this language.

Background

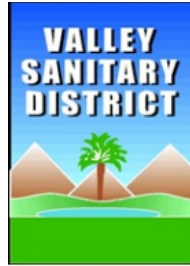
The Board of Directors adopted a comprehensive Procurement & Purchasing Policy on November 8, 2011. It was updated and approved on March 26, 2013 (Attachment B). To comply with current regulatory requirements, and as part of the District’s mission to be more efficient and transparent, staff has updated the policy for the Board’s consideration (Attachment A).

Recommendation

Staff recommends that the Board of Directors adopt the Valley Sanitary District Purchasing Policy.

Attachments:

- Attachment A: Purchasing Policy 2019
- Attachment B: Purchasing Policy 2013, as amended



PURCHASING POLICY

Adopted: __/__/2019

I. PURPOSE

The purpose of this policy is to provide guidelines (that are not intended to address every issue, exception or contingency) that may arise in the course of purchasing activities.

II. POLICY

The basic standard that shall always prevail when engaged in purchasing activities is to exercise sound business judgment in the use and stewardship of VSD resources within the budget authorized by the Board of Directors. It is the intent of this policy to ensure that VSD purchases are cost effective, encourage competition, and follow all applicable laws. VSD also encourages purchasing from, or contracting with, vendors located within VSD’s jurisdiction and Riverside County.

The following table summarizes the requirements for purchasing goods, services, equipment, and contracting for public works and facilities projects.

<u>Purchase Type</u>	<u># of Quotes</u>	<u>Dollar Limit</u>	<u>Approved By</u>
Goods/Equipment	3	\$10,000	Manager
Goods/Equipment	3	\$10,001 to \$30,000	General Manager
Goods/Equipment	RFP	\$30,001 and up	VSD Board
Services	3	\$5,000	Manager
Services	3	\$5,001 to \$30,000	General Manager
Services	RFP	\$30,001 and up	VSD Board
Public Works/Facilities	3	\$15,000	General Manager
Public Works/Facilities	Public Bidding	\$15,001 and up	VSD Board

A. Conflict of Interest/Ethics

All purchasing activities shall always be conducted with absolute integrity and in compliance with all applicable laws, rules and regulations. The very highest ethical standards will be maintained. No VSD employee or Director who participates in purchasing activities shall have a material financial interest that in any respect relates to the purchasing activities or any person or entity involved in them. VSD employees shall neither solicit nor accept gratuities, favors or anything of material monetary value from existing or potential vendors

or contractors involved in any purchasing activities. Excludes hats, t-shirts, and similar small value items.

B. Purchasing Authority

It shall not be permissible to split any purchasing activity into smaller orders or projects for the purpose of evading the dollar limits established by this Policy. Purchase dollar limits are per vendor per fiscal year for all Purchasing activities.

Supervisors: The purchasing authority is established by the dollar amount of the purchase and includes sales tax and shipping. Supervisors shall have the authority to expend budgeted VSD funds for equipment, materials, or supplies as needed for purchases up to \$10,000 per vendor per fiscal year and \$5,000 per vendor per fiscal year for services. Purchases exceeding this amount shall require the appropriate approval as described in this section.

General Manager: The General Manager, or their designee, shall have the following authority:

- Operating & Maintenance Purchases: Expend VSD funds for equipment, materials, supplies or services as needed for purchases up to \$30,000 per vendor per fiscal year without prior Board approval.
- Public Works and Facilities: Expend VSD funds for public works and facilities projects up to \$15,000 for each contract or purchase order. Contracts or purchase orders for public works and facilities projects exceeding \$15,000 must be reviewed and approved by the Board of Directors.
- Employee Benefits: Expend VSD funds for the payment of employee benefits such as health premiums, dental and vision programs, retirement contributions, OPEB trust contributions, life insurance, etc. as required by contract, Memorandum of Understanding, and employment contracts.

Board of Directors: The Board shall retain the authority to:

1. Approve, in advance, purchases for materials, supplies and equipment exceeding \$30,000 per vendor per fiscal year.
2. Approve contracts for public works and facilities projects exceeding \$15,000.

C. Purchase Orders for Equipment, Material, Supplies or Services

Except as exempted by this Policy, a purchase order is required for all purchases over \$2,000 **prior** to requesting the goods or services from the vendor unless it is an emergency. Requests for purchase orders shall be submitted by the supervisor against whose budget account the expenditure shall be charged. The request must contain sufficient information to insure acquisition of the correct item(s). Requisitions must indicate the account number to be charged. Requisitions will not be made utilizing accounts that are

unrelated to the type of item or service being purchased. Original quotes or bids, specifications and other documentation are to accompany the request, if applicable.

D. Receiving for Equipment, Material, Supplies or Services

All goods or services procured by VSD shall be subject to inspection and/or testing upon receipt or completion to assure conformance with the specifications set forth in the order. If a product or service fails to meet specifications, it shall be identified as "on hold pending rejection" and a written report of the findings shall be forwarded to the Administration & Finance Manager. If a product is determined to be unusable, due to vendor issue(s), it shall be rejected and returned to the vendor as the vendor directs, and at their expense, for credit or replacement. Goods or services found not to specification, but of limited usability or serviceability, may be conditionally accepted but only after renegotiation of the original contract or purchase order.

When goods or services have been received to the satisfaction of the supervisor authorizing the goods or services, the employee receiving the goods or services must acknowledge receipt by signing the packing slips or other shipping documents provided by the vendor and forward these documents, attached to the invoices, to the supervisor to be processed for payment. Information to be noted on the packing slip must include at least the legible signature of the person accepting the goods or services and the date the goods were received or the services were rendered. Any deviation of the goods or services from the exact ordering specifications must be noted on the packing slip. If a partial shipment is received, the employee should note the items received on the packing slip and forward it to Administrative Services.

All goods shall be purchased in compliance with this Policy. Exceptions may be made only with the prior approval of the General Manager, or their designee.

E. Emergency Purchasing Procedures for Non-Construction Purchases

Purchases defined as "emergency" include those purchases for unplanned, sudden and unexpected events of a serious nature requiring immediate furnishing of equipment, material, supplies or services and where a purchase order is necessary within a period of time that does not allow for its processing. Due to the nature of the emergency, it may not be possible to obtain the appropriate purchase authorization prior to purchasing the equipment, material, supplies or services.

If this situation arises, an emergency purchase order number shall be issued by an authorized employee. At the earliest convenience, a requisition will be prepared for the emergency purchase including all the following information: emergency purchase order number, description of and reason for the emergency purchase, the account number to be charged, vendor information and dollar amounts. All purchase orders for emergency needs must be submitted to the General Manager, or their designee, for approval as quickly as possible. If the purchase order exceeds the General Manager's authority, at the

earliest opportunity, the General Manager shall inform the Board of Directors of the emergency and the steps he/she has taken, and expenditures incurred to meet it.

F. Blanket Purchase Orders

Blanket purchase orders may be used with vendors that are expected to supply repetitive-use products or services to VSD on an ongoing and/or regular basis throughout the year. Blanket purchase orders are closed at the conclusion of each fiscal year. Examples of open purchase orders may include contract services such as maintenance, landscaping, janitorial services, uniforms or supplies and materials including sodium hypochlorite chemicals and similar items.

Blanket purchase orders shall include: a description of the supplies or services that may be incurred; the period of time the order will remain open (not to exceed one fiscal year); the maximum total amount which may be charged on the purchase order and/or agreed upon prices or pricing structure; items excluded from the purchase, if applicable. Blanket purchase orders may not exceed \$30,000 without prior approval by the Board of Directors.

G. Purchase Order Exceptions

The following allowable exemptions do not require purchase orders:

- Utilities such as water, garbage, telephone, gas, electricity, and similar services.
- Medical, dental, vision, life, workers compensation, and similar health insurances, liability, property, and other insurance premiums, and insurance claims.
- Medical payments for physicians, lab, etc.
- Petty cash replenishments.
- Miscellaneous charges such as advertisements and notices, taxes, memberships and dues, postage, shipping, delivery and messenger services, subscriptions, trade circulars or books, and other similar items.
- Items that utilize other forms of VSD authorization such as travel expenses, claim expenses, and tuition reimbursement.
- Purchases where petty cash or a VSD credit card are utilized.

H. Charge Accounts established with Local Vendors

The General Manager, or their designee, must approve all requests to establish charge accounts with local vendors. Once the accounts are approved and established, employees may purchase items on account with local vendors. A

paid invoice or receipt shall be obtained, and the employee shall acknowledge receipt of the items by signing the invoice. A valid account number(s) shall be included on the receipt indicating where the item(s) will be charged. The receipt shall be forwarded to Accounting. Authorization is required by the supervisor against whose budgetary account the expenditure shall be charged. A blanket purchase order may be established each fiscal year for such accounts.

I. Request for Check and Payment of Invoices

If a check is needed for an advance payment, the requesting employee shall forward the completed Request for Check form, with appropriate attachments, to their supervisor. Requests for Checks for up to \$5,000 may be authorized by a supervisor. Requests for checks for more than \$5,000 must be authorized by the General Manager, or their designee.

All invoices shall be approved with the signature of a supervisor. Upon receipt of the approved vendor's invoice, including packing slips showing receipt of materials, the Accounting Technician will prepare vendor checks for payment of invoices. The Administration & Finance Manager, or her/his designee, shall electronically approve all accounts payable packets. The General Manager, or their designee, shall approve all wire transfers, regardless of authority level established in this Policy. The Administration & Finance Manager shall report to the Board of Directors a list of checks issued, including the check date, check number, vendor, description of services and check amount, at each regular board meeting. The Administration & Finance Manager shall report to the Board of Directors at each regular board meeting, details of recurring claims and other invoices that the Board desires to review.

J. VSD Credit Card

Under certain circumstances, the use of a VSD credit card may be the most appropriate method for certain purchases such as:

- Authorized travel expenses and hotel charges covered under VSD's Travel Policy.
- Authorized meals and incidental expenses under VSD's Travel Policy when required in the conduct of official business. Employees shall not use VSD credit card for meals and incidental expenses covered under VSD's Per Diem Policy.
- Purchase for materials and supplies only when vendors will not accept VSD purchase orders or when there is an emergency, as defined in this Policy.
- Purchases for materials, supplies and services when it is not practical to use other authorized VSD purchasing methods (i.e. car rental, registration for seminars, internet purchasing, etc.).

Various positions are eligible to receive a VSD credit card. The credit card is authorized for VSD expenditures only. Card holders are prohibited from

charging non-VSD expenditures. Employees receiving VSD credit cards will be required to sign an acknowledgement form which authorizes VSD to deduct non-allowable expenses from their paycheck.

The General Manager, or their designee, shall review all charges and approve VSD credit card payment to the vendor. Employees must obtain a detailed receipt for all credit card purchases. A valid account number(s) shall be included on the receipt indicating where the item(s) will be charged. The receipt shall be forwarded to the Accounting Clerk. If a charge on the credit card has been made and it is not possible to obtain a receipt from the vendor, the employee must complete a Credit Card Receipt Form and forward to Accounting Technician.

Because of Internal Revenue Service (IRS) tax reporting requirements, except for Emergency Purchases, VSD credit cards may not be used to purchase services provided by vendors who are doing business as partnerships or sole proprietors. Examples of this include, but are not limited to, labor charges for auto repair, plumbers and construction contractors.

K. Contract Documents

The contract documents shall consist of such documents as the General Manager, or their designee, may deem desirable in addition to those required by law.

The contract documents may consist of, among others, a notice inviting bids, instructions to bidders, the proposal, bid sheets, contractor's licensing and qualifications statement, list of subcontractors, bidder's bond, certificates of insurance, form of agreement, performance bond, payment bond, non-collusion affidavit, notice to proceed, general conditions, specifications and drawings.

Whenever a contract is awarded by VSD, such award shall constitute approval of the contract documents and the General Manager, or their designee, shall be authorized to carry out the powers described in the contract agreements on behalf of VSD.

L. Contracts for Construction of Public Works and Facilities

The process for construction of public works and facilities must comply with all required state and federal bidding and contract requirements.

- Competitive Bids

Before entering into a contract for the construction of public works and facilities or for the furnishing of equipment, materials, supplies or services, the requesting employee must demonstrate that the vendor is the best source of supply. In obtaining the best source of supply, the General Manager, or their designee, may determine, in their discretion, that competitive bidding should be utilized pursuant to a bid package developed for the particular project.

For example, the General Manager, or their designee, may determine, in their discretion, to utilize competitive bidding for public works construction contracts in the amount of \$15,000 or less and for the purchasing of equipment, supplies, or services, in the amount of \$2,500 or more. For example, and not by way of limitation, the following situations will not require competitive bidding:

- Contracts for miscellaneous services, such as telephone, light, power and water, where rates or prices are fixed by legislation or by federal, state, county or municipal regulations.
- Contracts for construction of public works or facilities, as defined by Public Contract Code Section 22050(b)(1).
- If the articles are patented, copyrighted or otherwise unique. If within one year previous to the date of execution of a proposed contract, advertising or posting for identical articles, or articles of the same general character, has failed to secure responsive proposals, and in the opinion of the authorized agent, further advertising or posting will not alter this result.
- If the purchase is with any governmental agency or vendor utilizing government pricing. This includes the State Contract Vehicle Procurement Program and National Joint Powers Alliance (NJPA).

The General Manager, or their designee, shall utilize competitive bidding for construction of public projects as required by Public Contract Code, Sections 20800, et. seq. inclusive.

- Pre-bid Procedures

The notice inviting bids shall provide for VSD's right to reject any and all proposals. The contracting procedure may, in the discretion of the authorized agent, provide for one or more of the following:

A pre-qualification procedure for determining the responsibility of potential bidders in advance of receipt of bids and that bidding, in that case, shall be restricted to bidders determined to be responsible pursuant to said procedure. In determining responsibility, the factors to consider may include, but shall not be limited to, the following:

- A bidder's experience in the design, construction, fabrication, assembly, or manufacture of works or materials similar to what will be called for under this contract;
- The experience of others with the bidder, including references from past projects, in the construction, fabrication, assembly, or operation of similar works or material designed, constructed, fabricated or assembled by the bidder;

- The physical plant, facilities, and equipment the bidder proposes to employ in the performance of the contract;
- The experience and expertise of a bidder's responsible managing personnel, key staff members, and other employees who would be assigned to the work if the applicant were awarded the contract;
- The extent to which any part of the contract is to be performed by subcontractors or suppliers;
- The financial capability and resources of the bidder to perform the proposed contract; and,
- Any other factor bearing on the responsibility of a bidder, which factors shall be set forth in the notice inviting pre-qualification information.

As a result of a pre-qualification procedure, it shall be determined which bidders are responsible/qualified to perform public work contracts. Said procedures may include a time period during which a finding of responsibility/qualification shall be effective. VSD may require, in its discretion, that pre-qualified bidders, bidders who have not qualified, and new bidders who need to qualify, to go through the pre-qualification process at any time and from time to time.

- **Bonds**
Every contract involving more than \$15,000 for the construction of public works and facilities and any other contract as determined by the authorized agent shall be accompanied by separate performance and payment bonds executed by a corporate surety authorized to do business in California, approved by the General Manager, or their designee.

Both types of bonds shall comply with applicable legal requirements and shall be subject to approval by the General Manager, or their designee. The performance bond shall guarantee the faithful performance of the contract by the contractor and shall be in the form and amount approved by the General Manager, or their designee. The payment bond shall contain the provisions required by Civil Code Sections 3225 - et. seq. inclusive, and Sections 3247 - 3252 inclusive.

Bidder's Bond: Bids submitted for the construction of public works and facilities through competitive bidding must be accompanied by cash or an unconditional certified or cashier's check drawn on a solvent state or national bank, or bidder's bond executed by an admitted surety insurer, authorized to engage in such business in California, made payable to VSD.

Said bid security or bidder's bond shall be in an amount no less than specified in the notice inviting bids, or, if no amount be so specified, then in an amount not less than 10% of the amount of the bid and shall guarantee that the bidder will, if an award is made to him in accordance with their bid, properly execute a contract with VSD secure payment of worker's compensation, if required, and furnish satisfactory performance and payment bonds and proof of insurance coverage. Upon award to the lowest bidder, the security of the unsuccessful bidder shall be returned in a reasonable period of time, but in no event shall that security be held by VSD beyond 60 days from the time the award is made.

- Insurance

A bidder to whom the contract is awarded shall furnish satisfactory evidence that the requirements of the Insurance Code of the State of California have been observed.

A bidder shall furnish to VSD a commercial general and automotive liability insurance policy or certificate naming VSD as an additional insured with the bidder in an amount fixed by the General Manager, or their designee.

The contractor and all subcontractors shall cover or insure in accordance with the Workers' Compensation and Insurance Act, Division IV of the Labor Code of the State of California and any Acts amendatory thereof.

The contractor shall provide and maintain builder's risk insurance in amounts specified by the contract.

The contractor, if applicable, shall provide and maintain professional liability insurance for licensed professionals performing services.

- Specifications and Drawings

Specifications and necessary drawings for the construction of public works and facilities or for the furnishing of equipment, materials, supplies, or services shall be prepared by, or under the direction of, the Department Head responsible for seeing the work performed.

Specifications, including drawings, if any, shall be sufficient to clearly describe the required work, the quality and properties of materials to be furnished, the results and performance required, and the method of payment for the work done and material and equipment furnished.

- Posting and Advertising

Unless waived by the General Manager, or their designee, no Notice Inviting Bids for any contract required to be let upon competitive bidding shall be posted or advertised unless there is first prepared a complete set of contract documents detailing of the agreement and the work to be performed, which

sets shall be available to any interested party.

Unless waived by the General Manager, or their designee, whenever VSD elects to publicly advertise a competitive bid for the construction of public works and facilities, a Notice Inviting Bids shall be prepared setting a date for the opening of bids in accordance with Section 20804 of the Public Contract Code. The first publication or posting of the Notice shall be at least 10 days before the date of opening the bids. Notice shall be published at least twice, not less than five days apart, in a newspaper of general circulation, circulated within VSD, or if there is none, it shall be posted in at least two public places in VSD's service area that have been designated as the places for posting public notices. The notice shall distinctly state the project to be done. These requirements shall not apply when bids will be considered only from bidders determined to be pre-qualified as determined under the procedure set forth in the Pre-Bid Procedures section.

Whenever VSD elects not to publicly advertise a contract or to award a contract upon competitive bidding, competitive bids must be obtained from no less than three firms in any other manner as the General Manager, or their designee, determines to be appropriate.

When VSD determines a project requires solicitation of pre-qualification information, a Notice Inviting Pre-Qualification Information shall be posted and advertised in the manner required for the Notice Inviting Bids for the proposed contract for which prospective bidders will be required to be pre-qualified.

Whenever VSD elects to publicly advertise, posting and advertising shall take place sufficiently in advance of the date of posting and advertising of the Notice Inviting Bids to permit the General Manager, or their designee, to fully evaluate the information submitted in response thereto and to make a determination.

- **Evaluation**
Unless otherwise directed by the Board, the General Manager, or their designee, shall compare all bids received pursuant to any notice inviting bids or other solicitation for compliance with the terms of the notice inviting bids or other solicitation and shall determine the lowest responsive, responsible bid of all those received and, when award of contract is to be made by the Board, make a recommendation in writing to the Board.
- **Rejections of Bids**
The Board of Directors, or the General Manager, or their designee, as applicable for the particular contract, reserves the right to accept or reject any or all bids and to waive any defects in bids.
- **Award of Contracts for the Construction of Public Works and Facilities**

Award of contracts for the construction of public works and facilities, including those contracts awarded upon competitive bidding, shall be awarded and executed by the Board when the lowest responsive, responsible bid is over \$15,000.

When the contract is under \$15,000, award of a contract for construction of public works and facilities may be made by the General Manager, or their designee, unless otherwise directed by the Board.

- **Emergency Contracts for Construction of Public Works or Facilities**
For the purposes of this Policy, an "Emergency" is a circumstance wherein the public interest and necessity demand the immediate expenditure of VSD funds in order to safeguard life, health or property.

Prior to authorizing an emergency contract for Construction of Public Works or Facilities that exceeds \$15,000, the General Manager, or their designee, shall (1) obtain the approval of VSD's Board of Directors or (2) if a Board of Directors meeting cannot be convened in a timely manner, then the Board President may approve the Emergency expenditure or (3) if VSD's meeting cannot be convened in a timely manner, and the Board President cannot be contacted, then the General Manager, or their designee, may authorize the Emergency expenditure subject to the following requirements:

The General Manager, or their designee, shall report to the Board not later than its next regularly scheduled meeting the details of the emergency and reasons justifying the actions taken.

The VSD Board may pass a resolution by a four-fifths vote of its members declaring that the public interest and necessity demand the immediate expenditure of VSD funds to safeguard life, health, or property. Upon adoption of the resolution, may expend any sum required in the emergency without complying with Article 20800 - et. seq. of the Public Contract's code. If notice for bids to let contracts will not be given, the Board shall also comply with the Public Contract Code.

M. Execution of Contracts

The General Counsel shall approve, in writing, VSD's standard contract form. If VSD's standard contract form is not applicable, the General Manager, at their discretion, may direct VSD's General Counsel to review and approve any other contract form. All contracts shall be executed on behalf of VSD by the General Manager, or their designee, unless otherwise directed by the Board.

N. Change Orders

Unless superseded by provisions of the applicable contract or as otherwise directed by the Board, the following procedures shall apply to change orders.

- Change orders for equipment, materials, supplies or services
The General Manager, or their designee, is authorized to execute change

orders for contracts providing for the furnishing of equipment, material, supplies or services in accordance with the purchasing authority established in this Policy.

Change orders are not required if the additional amount payable is for taxes and shipping and handling charges in connection with the furnishing of equipment, material or supplies. If the amount payable is more than the contract amount but does not exceed 10% of the contract amount, a change order is not required for the furnishing of equipment, material, supplies, or services. Change orders are not required if completed contracts are less than face value of contract.

- Change orders for capital replacement and improvement projects
For contracts involving an original total amount payable for \$15,000 or more, the General Manager, or their designee, shall not, without prior Board approval, issue change orders totaling more than \$15,000. For contracts involving an original total amount payable for \$15,000 or less, the General Manager, or their designee, shall not, without prior Board approval, issue change orders that would cause the total contract, including change orders, for construction of works or structure to exceed \$15,000.

O. Professional and Technical Consultants

The General Manager, or their designee, may exercise without restriction contractual powers conferred by this Policy, up to the authorized purchasing limits, including the power to contract for professional and consulting services.

P. Insurance Pertaining to Employees

The General Manager, or their designee, is authorized to renew, negotiate, renegotiate and enter into contracts with various insurance carriers for current plans of coverage or replacement plans of coverage consistent with the system of insurance for various types of employee group insurance plans approved by the Board as part of the negotiation process.

Q. Fixed Assets

In general, all fixed assets, including land, buildings, machinery and equipment, with an original cost of \$5,000 or more, will be subject to capitalization. All costs associated with the purchase or construction will be capitalized, including ancillary costs such as freight and transportation charges, site preparation expenditures, professional fees and legal claims directly attributable to asset acquisition. Specific capitalization requirements are described below.

This capitalization threshold is applied to individual units of fixed assets. For example, five desks purchased through a single purchase order, each costing \$1,000, will not qualify for capitalization even though the total (\$5,000) exceeds the threshold.

For purposes of capitalization, the threshold will generally not be applied to components of fixed assets. For example, the base, desk top and book shelf

purchased as components of a modular desk unit will not be evaluated individually against the capitalization threshold. The entire modular unit will be treated as a single fixed asset.

Repairs to existing fixed assets will generally not be subject to capitalization unless it extends the useful life of the asset. If the repair extends the useful life of the fixed asset, it represents an improvement and is subject to the requirements described below.

Improvements to existing fixed assets will be presumed (by definition) to extend the useful life of the related fixed asset and will be subject to capitalization only if the cost of the improvement meets the fixed asset threshold.

Capital projects will be capitalized as "Construction in Progress" until completed. Costs to be capitalized include direct costs, such as labor and materials, as well as ancillary costs and any construction period interest costs as may be required.

R. Real Property

The General Manager, or their designee, shall have the authority to accept, on behalf of VSD, easements and other real property rights and interest required for effective performance of VSD's legitimate functions. The Board of Directors reserves to itself the sole authority to convey real property or real property rights.

S. Surplus Property

The Administration & Finance Manager, or her/his designee, is responsible for the transfer and disposition of surplus VSD property. The Board of Directors has the authority to declare Fixed Assets surplus. The General Manager, or their designee, has the authority to surplus operating materials and supplies as well as equipment and other items that do not qualify as Fixed Assets.

Each supervisor shall periodically review their equipment, material, and inventory and shall promptly notify the Administration & Finance Manager of any surplus property. A surplus property form shall be completed and submitted for each surplus property item if such item was capitalized as a Fixed Asset. Non-capitalized property may be disposed of by the owning department through the appropriate means. Under no circumstances shall any VSD property, capitalized or non-capitalized, be sold or given to anyone unless approved by the General Manager, or their designee, nor shall any employee personally benefit from the disposition of any VSD property.

1. Methods of Disposition

The General Manager, or their designee, shall determine the appropriate method of disposition that is in the best interests of VSD.

- Trade-In

Property declared as surplus may be offered as a trade-in for credit toward the acquisition of new property. If surplus property is to be

applied to a purchase order, the trade-in value shall be itemized on the Purchase Order. The amount charged against the expenditure account will be the value of the purchase before application of the trade-in credit.

- **Return to Manufacturer**
Surplus property may, when possible, be returned to the manufacturer for buy- back or credit toward the purchase of new property.
- **Disposal**
Surplus property may be offered for sale or donation by the Administration & Finance Manager upon approval by the General Manager, or their designee. All surplus property is for sale or donation “as is” and “where is”, with no warranty, guarantee, or representation of any kind, expressed or implied, as to the condition, utility or usability or the property offered for sale. Appropriate methods of sale are as follows:
 - **Public Auction**
Surplus property may be sold at public auction. Public Auctions may be conducted by VSD staff or VSD may contract with a professional auctioneer including professional auction services, such as GovDeals.
 - **Sealed Bids**
Sealed bids may be solicited for the sale of surplus property. Surplus property disposed of in this manner shall be sold to the highest responsible bidder.
 - **Selling for Scrap**
Surplus property may be sold as scrap if the Administration & Finance Manager, or her/his designee, determines that the value of the raw material exceeds the value of the property as a whole.
 - **Negotiated Sale**
Surplus property may be sold outright if the Administration & Finance Manager, or her/his designee, determines that only one known buyer, or non-profit recipient for a donation, is available or interested in acquiring the property.
 - **No Value Item**
Where the Administration & Finance Manager, or her/his designee, determines that specific supplies or equipment are surplus and of minimal value to VSD due to spoilage, obsolescence or other cause or where the cost of disposal of such supplies or equipment would exceed the recovery value. The Administration & Finance Manager, or her/his designee, shall dispose of these items in such a manner as he or she deems appropriate and in the best interest of VSD.

2. Proceeds

Proceeds from the sale or trade-in of surplus property shall be returned to the appropriate fund to offset the cost of the replacement property.

III. ENVIRONMENTALLY PREFERABLE PURCHASING

These guidelines provide direction to ensure that products purchased by VSD include recycled content, reduced toxicity and increased durability. Employees are required, when feasible, to select products according to these guidelines.

A. General Office Supplies

Printer/Copier Paper. Buy with at least 30% post-consumer content and no chlorine bleach. Reduce overall paper use by:

- Using duplex printing
- Printing on previously used paper
- Scanning (rather than faxing) documents to send
- Using smaller fonts and margins that are within ADA recommended guidelines
- Reusing office paper as scratch paper
- Using central or master hard copy files, not multiple personal copies

Stationery: Buy with at least 30% post-consumer content or be Forest Stewardship Council (FSC) certified. Use vegetable inks for printing.

Notepads: Buy with at least 30% post-consumer content.

Binders and dividers: Buy items made from biodegradable materials. Employees are encouraged to reuse binders from project to project.

Pens and Pencils: VSD will purchase and require the use of refillable instead of one-time use items, whenever practical. For situations where refillable items are not appropriate, VSD will buy disposable items made from plant-based or other renewable or recycled content.

Toner Cartridges. Buy remanufactured items and recycle after use. Refill cartridges whenever possible.

Miscellaneous Office Supplies. File folders, manila folders, post-it notes, paperclips, etc., will be purchased with the highest recycled content and no/low levels of VOCs as are available and reasonably priced.

B. Office Equipment

Purchase equipment (computers, monitors, copiers, printers & faxes) with the following features.

- Consume as little power as possible during operation.
- Have the function of automatically switching into low-power or power-off

mode (for all machines, the "Energy Star" logo helps indicate the machine has such a function).

- Be Energy Star, and preferably EPEAT rated (for computers/monitors).
- Have the capacity for upgrading or expanding functions for long use.
- Reuse equipment by giving to local schools and organizations.

Employees are encouraged to help save energy by:

- Turning off equipment and printers at night.
- Enabling all equipment with sleep mode capability, and reducing the interval used to trigger sleep mode.

C. Break room Supplies

Dishes and Utensils: Use disposable dishes and utensils with recycled content, no chlorine bleaching, or from alternative, such as plant-based, materials.

Paper products: Buy products with recycled content and no chlorine bleach. Buy paper towels with smaller sheets.

Water: Single use bottles of water, preferably made from plant-based or other biodegradable material, may be purchased for special events use only. Staff and Directors will use pitchers and cups. Plant-based or biodegradable will be provided for the public or visitors.

D. Cleaning Supplies

- Use green cleaners: look for environmental certifications.
- Limit cleaners to one multi-purpose cleaner, and necessary specialty cleaners.
- When possible, use concentrated cleaner and use proper dilution rates.
- Limited use of anti-bacterial products.
- Use disinfectants minimally.
- Aerosols only when non-aerosol alternative is not available.

E. VSD Vehicles

Purchase vehicles that have a lower environmental impact such as hybrid cars, CNG cars, etc. VSD vehicles shall be maintained according to carmaker's suggestions to maximize fuel/energy economy.

IV. DEFINITIONS

The definitions contained in this section govern the interpretation of this policy.

Authorized Agent: The General Manager or their designee.

Board of Directors: the governing body of VSD.

Change Order: an amendment modifying the terms, including quantity and quality

ordered, of an existing contract or purchase order.

Construction: includes erection, demolition, alteration, repair, and relocation.

Contract: any written agreement, including purchase orders, to which VSD is a party.

Electronic Forms: forms generated by the internet or other software may substitute for other entitled pre-printed forms as described within this Policy.

Emergency: a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public service.

Fixed Assets: items that have a value greater than \$5,000.

Form of Agreement: the document evidencing the contractual relationship of VSD and the successful bidder.

Material Monetary Value: refers to any amount that would result in a violation of the California Political Reform Act (Government Code Section 82000 et seq) and the regulations implementing it.

Notice Inviting Bids: a notice inviting proposals for entering a contract upon the terms of contract documents incorporated in said notice by reference.

Notice Inviting Pre-qualification Information: a notice inviting prospective bidders to submit information that will permit the General Manager, or their designee, to determine in advance of advertising of a notice inviting bids that a prospective bidder is responsible to perform a proposed contract.

Operating Materials and Supplies: items which were not recorded as fixed assets and were charged to operating expense accounts.

Petty Cash Fund: an amount of money, in the charge of a custodian, to be used on a revolving basis for the payment of incidental expenses.

Petty Cash Custodian: a person designated by the General Manager, or their designee, to be responsible for the Petty Cash Fund.

Proposal: the bidder's offer to enter into a contract upon the terms set forth in the contract documents.

Public Contract Code: is defined by law and may change from time to time. Any changes to the Public Contract Code not in accordance with this Policy will supersede this Policy and make the language in this Policy void.

Public Works and Facilities Contract: an agreement for new construction,

alteration, maintenance, or repair where the costs of materials, supplies, and labor exceed \$15,000, per Public Contract Code.

Purchase Order: an authorization under which the party designated therein as vendor is to provide materials or services for which VSD agrees to pay.

Purchase Requisition: a request for a purchase order.

Purchasing activities: refers to all activities undertaken to purchase equipment, materials, supplies, or services for VSD for capital projects, operations and maintenance or any other purpose. Include, but are limited to:

- issuance or amendment of purchase orders of any kind, for any reason;
- authorizing, receiving, testing, inspecting, accepting or refusing any equipment, materials, supplies or services;
- use of charge accounts with local vendors;
- check requests;
- payment of invoices;
- use and expenditure of Petty Cash;
- use of VSD-issued credit cards;
- requests for bids or proposals;
- evaluation of bids or proposals;
- acceptance or rejection of bids or proposals;
- award or termination of contracts for equipment, materials, supplies or services;
- execution and administration of contracts;
- issuance of change orders or contract modifications;
- acquisition of insurance, guarantees or warranties;
- disposition of surplus property;
- selection or approval of a vendor, contractor, product, source or specification; and
- any other activity described in this Policy.

Surplus property: any VSD property that is no longer needed or useable by VSD.



Valley Sanitary District

DISTRICT POLICIES & PROCEDURES

POLICY TITLE: Procurement & Purchasing Policy
POLICY NUMBER: 5.55
EFFECTIVE DATE: November 8, 2011
MINUTE ORDER NO: 2011-1973

- 5.55.05 Policy Purpose and Need
- 5.55.10 Definitions
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5.55.05 Policy Purpose and Need

This policy establishes the procedures for purchasing supplies, equipment and services by the Valley Sanitary District. The purpose of this policy is to establish clear and concise procurement guidelines that comply with best purchasing practices and state law. The intent is to provide the District with a procurement policy that meets the demands for operational effectiveness, while maintaining fiscal accountability.

5.55.10 Definitions

- *Shall, must and will* means that the procedure is mandatory.
 - *Should* means that the procedure is recommended.
 - *May* means that the procedure is optional.
1. **Agreement.** A contractual arrangement between the District and a vendor.
 2. **Best Value.** The Best Value method of procurement incorporates cost, quality and other specified requirements to achieve a resulting award that is fair, efficient, competitive, and meets all of the procurement objectives.
 3. **Bid.** A vendor's formal price offered for goods requested on a quotation request.
 4. **Blanket Purchase Order.** A purchase order issued to a vendor for items or services for a specified period of time, but not exceeding the end of the current fiscal year, when it is determined to be in the best interest of the District. After its acceptance by the vendor, purchases may be made against it periodically as required without calling for new purchase orders up to the dollar amount of the blanket purchase order.
 5. **Change Order.** A written modification to a purchase order or blanket purchase order by the District directing the vendor to change the contract amount, requirements or time.
 6. **Contractual Services.** Labor, material, or specialized services contracted for a department, except for professional services and advertising.
 7. **Contracting Officer Technical Representative (COTR)** The Federal designation of the liaison between the agency and the vendor, and is responsible for the oversight of the contractual obligations between the agency and vendor.
 8. **Design/Build/Finance (DBF)** An alternate delivery mechanism combining the Design, Construction and Financing of a project.
 9. **Design/Build/Finance/Operate(DBFO).** An alternate delivery mechanism combining the Design, Construction, Financing and Operation of a project.
 10. **District Credit Card.** A credit card issued in the District's name and is the responsibility of the District for payment.

11. **Fixed Asset.** Any single item costing \$5,000 or more, including tax and shipping. These items must have a fixed asset account established with the District Administrative Office before submitting a requisition.
12. **General Services.** Services shall refer to all services other than public works or professional services. These are services offered by individuals without such generally recognized specialized knowledge whose primary product is labor. Examples of this type of service are auto repair, office equipment repair, pest control, printing and towing.
13. **Government Pricing Schedule.** A pre-negotiated and pre-authorized Pricing Schedule established by the U.S. General Services Administration (GSA), the California Multiple Awards Schedule (CMAS), Riverside County, U.S. Communities or other public entity in which the District is able to participate in government pricing.
14. **Indefinite Quantity / Indefinite Delivery (IDIQ).** A procurement mechanism to obtain services based on qualifications based selection for a series of tasks from a specified vendor.
15. **Miscellaneous Property.** Items such as, supplies, material, furnishings, equipment, vehicles and material objects other than real estate or buildings.
16. **Petty Cash.** A cash fund reserved for miscellaneous purchases under \$ 250. Authorization for disbursement must be made by the District Purchasing Agent.
17. **Price Agreement.** An agreement established between a vendor and the District to provide goods or services.
18. **Professional Services.** The services of attorneys, physicians, architects, engineers, accountants, consultants or other individuals formally certified as a member of a trade association of an organized profession that certifies successful completion of its requirements.
19. **Public Works Services.** Services for the erection, construction, alteration, installation, repair or improvement of any public structure, building, road or other public improvement of any kind paid for in whole or in part out of public funds. Additional examples of public works include projects related to fences, runways, excavations, quarry repairs and alterations, bunkers, tunnels, power lines, conveyors, towers and water tanks (Public Contract code §101).
20. **Purchase Order.** A legally binding document issued by the District that specifies the goods or services ordered from a vendor for an indicated price.
21. **Purchase Requisition.** The document submitted by the using department through the purchasing system to request a good or service.
22. **Purchasing Authority.** The maximum amount that the District Purchasing Agent (District General Manager) may commit the District in a contractual arrangement. Any amount above that limit must be executed by the Board of Directors.
23. **Purchasing System.** A manual or electronic system used by the District to enter requisitions, process requisitions and for vendors to register and submit quotations.
24. **Qualifications Based Selection (QBS).** The procurement mechanism that bases the selection of professional services based on qualifications, not price.

25. **Quotation Request.** The document used by the Purchasing Agent to solicit competitive bids from vendors.
26. **Quote Sheet.** The form used by the District to document vendor quotations.
27. **Request for Information (RFI).** A document used to solicit information from vendors. This document does not imply any project nor potential agreement for goods or services.
28. **Request for Proposal (RFP).** A document used to solicit proposals for professional services over \$15,000.
29. **Request for Qualification (RFQ).** The process used to solicit qualified consultants for a project which may lead to an RFP process.
30. **Salvage or Surplus Property.** District property and material that is no longer useful to the District department.
31. **Sole Source Acquisition.** A procurement process in which a good or service is procured from a single source without competition. A sole source situation exists when only one brand or service provider will meet the requirements and there's only one source of supply for that brand.

5.55.15 Designation of the District Purchasing Agent

It is the Purchasing Agent's responsibility to evaluate proposed purchases in order to bid or negotiate requisitions and contracts on behalf of the District.

The General Manager is designated as the District's Purchasing Agent, and the duties of the Purchasing Agent responsibilities include:

- Purchasing all materials, supplies, furnishings, equipment, vehicles, etc.
- Procurement outside contractor services.
- Procurement of service and maintenance contracts.
- Procurement of Professional services.
- Establishment of District Credit accounts.
- Leasing or renting of real property, vehicles and equipment.
- Vehicle registration and licensing.
- Contracting of District insurance and benefit plans.
- Disposing, salvage or surplus of District property.
- Contracting for telephone, telecommunications and information technology systems.
- Soliciting quotation requests and negotiating pricing for frequently used goods and services.

5.55.20 Ethics and potential Conflicts of Interest

All purchasing functions will be conducted with absolute integrity and the highest ethical standards will be maintained in all procurement activities, protecting public

funds. The District General Manager, acting as the District Purchasing Agent will determine whether an actual or perceived Conflict of Interest exists between the Purchasing Agent, District employees, relatives of District employees, Board of Directors, existing or potential suppliers of goods and services to the District.

When a potential conflict is identified, proactive and corrective actions will be taken to insure that all procurement activities will be in compliance with the District Procurement Policy and that no advantage, real or implied, will be realized in the procurement of goods and services for the District. The Purchasing Agent may require advice from the Board of Directors and District legal counsel.

5.55.25 Procurement Authority of the District

The following principles guide procurement activities at the District:

- The District Procurement Policy establishes clear guidelines for procurement activities, governed by this policy and State law.
- The District Procurement Policy designates a Purchasing Agent.
- There are established mechanisms to procure goods, either informally through best value, formally utilizing multiple quotes or formally utilizing an advertised open bid procedure.
- There are established mechanisms to procure services, either through receipt of Letters of Proposal, or utilizing an advertised open Request for Qualifications/Request for Proposal method.
- Unrestricted purchases, up to a limit of \$ 999, are allowed, subject to the approval of the Purchasing Agent.
- Unrestricted purchases, between \$ 1,000 to \$ 4,999, but within the contingency fund balance are allowed, subject to the approval of the Purchasing Agent.
- Purchases of goods and services that are outside of the adopted Fiscal Year budget of the District and between \$ 5,000 and \$ 14,999, must be approved by the Board of Directors and placed into the currently adopted District Fiscal Year budget.
- Purchases of goods and services that fall within the adopted Fiscal Year budget of the District but exceed the Public Contract Code limit for Sanitary Districts of \$ 15,000, must receive Board of Directors approval.

Table 1 summarizes the procurement authorities for the Valley Sanitary District. Appendix 1 shows the Procurement process workflow of the Valley Sanitary District.

Table 1: Table of Procurement Authority

Procurement Type	Explicitly in Approved Budget	Approving Authority	Procurement Vehicle	Lower Limit (\$)	Upper Limit (\$)
GOODS or PRODUCTS					
Goods Purchase – Type A	NO	Purchasing Agent	Best Value	0	999
Goods Purchase – Type B	YES	Purchasing Agent	3 Quotes	1,000	4,999
Goods Purchase – Type C	YES	Purchasing Agent	Formal Quote	5,000	14,999
Goods Purchase – Major	YES	Board of Directors	Formal Quote	15,000	none
Government Price Schedule	YES	Purchasing Agent	GSA, CMAS,OC	0	14,999
Government Price Schedule	YES	Board of Directors	GSA, CMAS,OC	15,000	none
GENERAL SERVICES					
General Services - Minor	NO	Purchasing Agent	Best Value	0	999
General Services - Medium	YES	Purchasing Agent	Three Quotes	1,000	4,999
General Services - Major	YES	Board of Directors	Formal RFP	15,000	none
PROFESSIONAL SERVICES					
Professional Service - Minor	YES	Purchasing Agent	Best Value	0	14,999
Professional Service - Major	YES	Board of Directors	Formal RFP	15,000	none
MINOR IDIQ (As-Needed Service)	YES	Purchasing Agent	Best Value	0	14,999
MAJOR IDIQ (As-Needed Service)	YES	Board of Directors	Formal RFP	15,000	none
EXEMPTED PURCHASES					
Exempted purchases	YES	Purchasing Agent	Best Value	0	none

* - Designated Purchasing Agent is District General Manager

Exempted Purchases

Exempted Goods	Chemicals & fuel
Exempted Services	Payments for Benefits, CALPERS, Insurance, Laboratory Services, Legal Services, Payroll, Taxes, Uniform cleaning and Utilities

A Blanket Purchase Order will be the purchasing mechanism for exempted goods and services, not to exceed the approved amount in the adopted District Fiscal Year Budget.

Government Price Schedule includes GSA (US General Services Administration), CMAS (California Multiple Awards Schedule), OC (US Open Communities) or any other adopted public agency contracts.

5.55.30 Purchasing Authority of the Purchasing Agent

The General Manager, as the designated Purchasing Agent for the District, has an unrestricted purchasing authority of \$ 999.

The General Manager, as the designated Purchasing Agent for the District, has a restricted purchasing authority between \$ 1,000 and \$ 4,999. Any purchase of goods or service, in this range, must be within the approved contingency budget.

The General Manager, as the designated Purchasing Agent for the District, has a restricted purchasing authority between \$ 5,000 and \$ 14,999. Any purchase of goods or service, in this range, must be in the currently approved Fiscal Year budget.

The General Manager, as the designated Purchasing Agent for the District, must receive Board of Directors approval for any purchase above \$ 15,000 and comply with the provisions of the California Public Contract Code.

Notwithstanding the designated purchasing authority of the Purchasing Agent, this designated purchasing authority does not have any impact or effect on the approval of disbursement warrants nor the requirements for signing authority for checks on the District financial accounts. That responsibility rests solely with the Board of Directors.

5.55.35 Procurement of Goods or Products

5.55.35.10 General Provisions

Table 1 establishes the Procurement Authority for goods or products.

5.55.35.20 Solicitation for Goods or Products

Goods or products are procured to obtain the lowest cost goods, based on best value of comparable specification and quality, with delivery times that will meet the requirements of the District.

Goods or products valued under \$ 999 are solicited by the best value method. The District Purchasing Agent will establish those vendors that are able to provide the best value to the District and meets the specification and quality, with a delivery time that meets the requirements of the District.

Goods or products valued between \$ 1,000 and \$ 4,900 are solicited by obtaining three quotations from vendors. The District Purchasing Agent will determine the vendor that will provide the lowest cost good or product to the District of comparable specification and quality, with a delivery time that meets the requirements of the District.

Goods or products valued over \$ 15,000 are solicited by a formal Request for Quotation from any vendor, by means of a publicly advertised Request for Bid. The District

Purchasing Agent will recommend the vendor that will provide the lowest cost good or product to the District of comparable specification and quality, with a delivery time that meets the requirements of the District. The Board of Directors will award the contract to the vendor that meets these requirements.

5.55.40 Procurement of General Services

5.55.40.10 General Provisions

Table 1 establishes the Procurement Authority for general services.

5.55.40.20 Solicitation for General Services

General services valued under \$ 999 are solicited by the best value method. The District Purchasing Agent will establish those vendors that are able to provide the best value to the District and meets the specification and quality, with a delivery time that meets the requirements of the District.

General Services valued between \$ 1,000 and \$ 4,900 are solicited by obtaining three quotations from vendors. The District Purchasing Agent will determine the vendor that will provide the lowest cost good or product to the District of comparable specification and quality, with a delivery time that meets the requirements of the District.

General Services valued over \$ 15,000 are solicited by a formal Request for Quotation from any vendor, by means of a publicly advertised Request for Bid. The District Purchasing Agent will recommend the vendor that will provide the lowest cost general services to the District of comparable specification and quality, with a delivery time that meets the requirements of the District. The Board of Directors will award the contract to the vendor that meets these requirements.

5.55.45 Procurement of Professional Services

5.55.45.10 General Provisions

Table 1 establishes the Procurement Authority for Professional Services.

In compliance with California Government Code 4526-4529, professional services shall be based on Qualifications Based Selection (QBS). Qualification and procurement of Professional services will be based on the qualifications of the provider. Once the best qualified provider has been determined, a contract will be negotiated for the provision of services, as provided in the scope of services for the project or engagement. If the District is unable to negotiate an agreement with the first qualified provider, negotiations will be held with the second most qualified provider. This process will continue, by order of qualifications, until an agreement is concluded. If the District is

unable to negotiate a contract with any provider, the District may, at its discretion, cancel or re-initiate the procurement process.

There are two types of procurement thresholds for professional services:

Minor Services are defined as services under a value of \$ 14,999 and major services defined as having a value over \$ 15,000.

Minor services use Professional Service Agreements should be the standard boilerplate agreements reviewed by the District Counsel. Professional Agreements that deviate from the standard form shall be reviewed by the District Council for completeness, and submitted to the Board of Directors for approval.

5.55.45.20 Solicitation for Professional Services

Procurements for minor services require that a Request for Qualification (RFQ) be prepared by the District to solicit qualifications by vendors that are interested in competing for the project.

Procurements for major services require that a Request for Proposal (RFP) be prepared by the District to solicit qualifications by vendors that are interested in competing for the project.

Request for Qualifications or Request for Proposals will contain a description of the proposal project, statement of needs, possible alternatives, scope of services, expected schedule, performance requirement, required insurance and bonding requirements and proposed draft contract.

5.55.45.30 Indefinite Delivery / Indefinite Quantity as Needed Services

The District may establish a Roster of Qualified Professional Consultants that are qualified to deliver as needed professional services on an Indefinite Delivery / Indefinite Quantity (IDIQ) method of procurement. The IDIQ method will authorize a maximum not to exceed value for contract and tasks will be issued to the Consultant, based on a negotiated Task Authority that will be issued to the Consultant. This mechanism is used in order to efficiently procure professional services, as needed, based on Task Authorities. The procurement of an IDIQ Contract is subject to the requirements of the solicitation for Professional Services requirements. The award of an IDIQ Task Authority is based on the purchasing authorities as outlined in this Procurement Policy and Procedure.

5.55.50 Vendor Terms and Conditions

It is the responsibility of the requisitioning department to identify any accompanying vendor terms and conditions or vendor purchase agreements and have these

documents reviewed by District Counsel prior to the issuance of a purchase order. The Purchasing Agent may execute the agreement upon approval as to form by District Counsel. The Purchasing Agent will work with District Counsel in obtaining approval of vendor terms and conditions for all price agreements and when conducting a competitive bid process; however, if District Counsel cannot approve the terms and conditions, it is the responsibility of the Purchasing Agent to submit the contract or agreement to the Board of Directors for approval.

5.55.55 Insurance & Licensing Requirements

Vendors are required to carry insurance in the amounts and coverages established by the District Purchasing Agent. The standard Insurance provision requires the minimum coverages and dollar amounts required by the District. The Purchasing Agent has the authority to approve variances of coverages and dollar amounts when deemed appropriate. The District shall not begin services until the vendor's insurance certificate and any endorsements have been reviewed and conform to District requirements. The District must be named as a co-insured.

Contractors and sub-contractors must have a valid California Contractors or specialty license.

5.55.60 Public Contract Code – Sanitary Districts

The District, as a Sanitary District regulated under the Sanitary District Act of 1923, is governed by the California Public Contract Code. The online information is available at:

<http://www.leginfo.ca.gov/cgi-bin/calawquery?codesection=pcc>

(20800)

The provisions of this article shall apply to contracts by sanitary districts as provided in the Sanitary District Act of 1923 pursuant to Division 6 (commencing with Section 6400) of the Health and Safety Code.

(20801)

"District project," as used in this article, means any construction, reconstruction, alteration, enlargement, renewal, or replacement of sewer facilities which the district is authorized to do, including, but not limited to, the furnishing of supplies or materials for any such work.

(20803)

When the expenditure required for a district project exceeds fifteen thousand dollars (\$15,000), it shall be contracted for and let to the lowest responsible bidder after notice, subject to Section 20805.

(20804)

The notice inviting bids shall set a date for the opening of bids. The first publication or posting of the notice shall be at least 10 days before the date of opening the bids. Notice shall be published at least twice, not less than five days apart, in a newspaper of general circulation, circulated within the district, or if there is none, it shall be posted in at least three public places in the district that have been designated by resolution as the places for posting public notices. The notice shall distinctly state the project to be done.

(20804.5)

All bids for construction work shall be presented under sealed cover and shall be accompanied by one of the following forms of bidder's security:

Cash.

A cashier's check made payable to the district.

A certified check made payable to the district.

A bidder's bond executed by an admitted surety insurer, made payable to the District.

Upon an award to the lowest bidder, the security of an unsuccessful bidder shall be returned in a reasonable period of time, but in no event shall that security be held by the district beyond 60 days from the time the award is made.

(20805)

In its discretion, the district board may reject any bids presented and re-advertise. If two or more bids are the same and the lowest, the district board may accept the one it chooses. If no bids are received the district board may have the project done without further complying with this article.

(20806)

If there is an emergency, or if it is necessary to do emergency work to prepare for national or local defense, the district board may pass a resolution by a four-fifths vote of its members declaring that the public interest and necessity demand the immediate expenditure of district funds to safeguard life, health, or property. Upon adoption of the resolution, it may expend any sum required in the emergency without complying with this article. If notice for bids to let contracts will not be given, the board shall also comply with Chapter 2.5 (commencing with Section 22050).

5.55.65 Procurement Policy Provisions

5.55.65.10 Best Value Method

The District may utilize the Best Value Method for certain procurements, as outlined in Table 1: Table of Procurement Authority. The determination of best value includes the following parameters, not in any order:

- Price
- Quality
- Timeliness
- Reliability
- Life cycle costs
- Operations and maintenance cost
- Training costs
- Delivery terms
- Vendor reputation
- Local vendor preference

5.55.65.20 Blanket Purchase Orders

A blanket purchase order is a purchase order issued to a vendor for routine goods or services when it is anticipated that multiple purchases will be made with that vendor over a specified period of time; however, the blanket purchase order cannot extend beyond the end of the current fiscal year. After award of a qualified vendor, purchases may be made against it periodically as required without calling for new purchase orders. The amount of the blanket purchase order will be encumbered against the approved budget amount, adopted by the Board of Directors. Blanket purchase orders may be used for exempted purchases, or purchases that are under the purchasing authority of the Purchasing Agent.

5.55.65.30 Change Orders

A change order is a written modification to a purchase order or blanket purchase order by the District to the vendor to change the contract amount, requirements or time. Increases to blanket purchase orders require review by the Purchasing Division before the department may make a purchase that exceeds the original dollar amount on the blanket purchase order. The new total dollar amount may move the purchase into a new category that would require a competitive process, sole source documentation or Board approval. Changes to the specifications, locations of services, or other terms not related to the dollar amount, also require review by the Purchasing Agent. Once approved, a change order will be generated notifying the vendor of the changes to the blanket purchase order.

5.55.40 District Issued Credit Cards

The objective of using a District issued credit card is to streamline small dollar purchases, reduce overhead costs and time delays in processing one-time purchase orders and blanket purchase orders, and their associated change orders, and to reduce the printing and distribution of purchase order documents and warrant payments to suppliers.

The merchant is responsible for obtaining authorization for the transaction. Those transactions exceeding the single, daily or monthly transaction limit or are for non-qualified purchases will be declined.

The General Manager or the Office Manager may authorize the use of the District credit card, subject to:

1. The use must be for authorized District purposes.
2. The value of the expenditure may not exceed the conditions outlined in this procurement policy. If the amount exceeds those restrictions, appropriate pre-approval must be obtained.
3. The District credit card must be signed in and signed out by the District employee.
4. Only authorized District employees may use the District credit card.
5. The employee is responsible for the use and disposition of the credit card, while in their possession.

5.5565.50 Establishment of a District Credit Account

The District Purchasing Agent is the only person that is authorized to establish a credit account, on behalf of the District.

5.55.65.60 Government Price Schedules

The District may participate in the use of the U.S. General Services Administration (GSA), California Multiple Award Schedule (CMAS), U.S. Open Communities and other public agency group purchasing mechanisms. Authorization to participate in these agreements is given to all District departments with the understanding that a Best Value process will be utilized. Use of these agreements and the negotiated pricing waives the requirement for price quotations for goods or products.

5.55.65.70 Purchase Orders

A Purchase Order is a legally binding document issued by the District that specifies the goods or services ordered from a vendor for an indicated price. Purchase orders are issued for one-time purchases and also for blanket requests when purchases will be made periodically against it throughout the fiscal year. Purchase orders are prepared

and processed by the department based on the information provided on the requisitions and other attached documentation submitted by departments through the purchasing system. District purchase orders contain District Counsel approved terms and conditions. By acting upon a purchase order, the vendor has agreed to abide by the stated terms and conditions unless the vendor has indicated prior to accepting the purchase order of any exception and District Counsel has approved of this exception and it is clearly noted in the purchase order.

5.55.65.80 Sole Source Procurement

The District may determine that sole source procurement is in the best interests of the District. A sole source procurement is when a good, product or service is not readily available from a wide range of sources, or when, the District has an investment or knowledge in a particular technology, vendor or consultant, and changing from that technology, vendor or consultant would have an adverse impact on the operations and requirements of the District.

Notwithstanding the definition of a sole source procurement, the District may, at its sole discretion, procure goods or products valued at less than \$ 999 from any source and services valued at less than \$ 15, 000 from any source, based on best value.

Emergency procurements, whether District declared or Board of Directors declared, are authorized to use sole source procurements, to protect the vital interests of the District.

5.55.70 Emergency Procurement & Purchases

5.55.70.10 District Emergency Purchases

Operational, environmental, health and safety requirements may dictate that an emergency purchase is required, in order to maintain necessary and vital District functions. The General Manager has the authority to make such purchases.

The Board of Directors shall be provided, at the next regularly scheduled Board meeting, an explanation of the emergency purchase, the method used to provide the most cost effective and best value for those services, in the Board packet.

5.55.70.20 Board of Directors Declared Emergency

Notwithstanding Section 5.55.70.10, the Board of Directors may declare that an emergency exists, to prepare for national or local defense, and by a resolution passed by a four-fifths vote of its members, declare that the public interest and necessity demand the immediate expenditure of District funds to safeguard life, health, or property. Upon adoption of the resolution, the District may expend any sum required in the emergency without complying with the District Procurement Policy or the California Public Contract Code.

5.55.75 Protest Procedures for Contract Awards

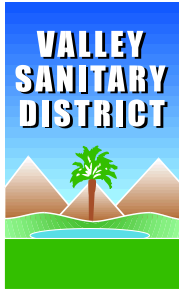
Any bidder or contractor who is allegedly aggrieved in connection with the solicitation or award of a contract or purchase order may protest.

Bidders are to be advised that protests of the process, terms, conditions or any other aspect of the solicitation must be made prior to the bid due date. Bidders may also not protest the selection of a consultant through the use of a Qualifications Based Selection (QBS) process.

Protests must be submitted to the attention of the Purchasing Agent no later than five (5) working days after the Purchasing Agent has submitted notification of the non-award to the aggrieved party. All protests must include the protestor's contact information, signature of the protestor or protestor's representative, solicitation or contract number, a detailed statement of the legal and/or factual grounds of the protest and all documentation supporting the protestor's position at the time of the initial protest and the form of relief requested.

The Purchasing Agent will respond in writing within five (5) working days to the protestor. If the protestor wishes to appeal the decision rendered by the Purchasing Agent, such appeal must be made in writing to the Board of Directors within ten (10) working days of the Purchasing Agent's dated response.

The Board of Directors will hear the protest at the next regularly scheduled board meeting. The protest will be held in open session. The decision of the Board of Directors is final.



**Valley Sanitary District
Board of Directors Meeting
September 24, 2019**

TO: Board of Directors

FROM: Beverli A. Marshall, General Manager

SUBJECT: **Adopt the Valley Sanitary District Employee Mentorship Program Policy**

<input checked="" type="checkbox"/> Board Action	<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 to discuss implementing an employee mentorship program.

Fiscal Impact

The fiscal impact is approximately \$10,000 for a 12-month period. The funding for FY 2019/20 will come from compensation savings due to the vacant positions not being filled for the first three months of the fiscal year.

Background

It is in the District’s best interest to mentor new employees and help them be successful in their careers with the District. Career mentoring is by far the most common mentoring program seen in the workplace. This traditional one-to-one mentoring relationship will last 6-12 months. To retain skilled employees and develop future leaders, it’s critical to understand employee career objectives and align them with organizational goals. Career mentoring enables both career development and leadership development to help employees gain new skills and feel engaged with co-workers and the organization.

By encouraging a learning culture through mentoring, the District ensures that employees take an active role in spreading knowledge and best practices throughout their organization. These factors all lead to happier employees and a better retention rate for a stronger, more effective organization. With career mentoring, the District can:

- Improve employee retention
- Enable employees to take ownership of their development
- Deliver cost-effective, scalable programs with constrained HR resources

Employees benefit from career mentoring by getting the opportunity for learning and development, which can help advance their careers and keep them from feeling stagnant in their roles. Offering a formal career mentoring program is a tangible way to show employees that the District is investing in their careers. The collaborative nature of

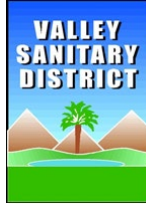
mentoring develops employees and interpersonal links. Essentially, employees sharpen their skills, gain new ones, and can form friendships at work, all of which result in increased engagement.

Recommendation

Staff recommends that the Board of Directors adopt the Valley Sanitary District Employee Mentorship Program Policy.

Attachments

Attachment A: Employee Mentorship Program Policy



EMPLOYEE MENTORSHIP PROGRAM POLICY

Adopted: __/__/19

I. PURPOSE

To recruit and retain quality employees, impart District culture, and develop future leaders in the wastewater industry.

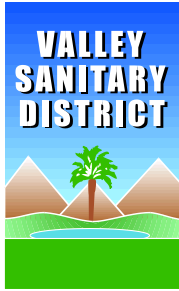
II. POLICY

It is the policy of the Valley Sanitary District (District) that all employees develop beyond “on the job training.” Mentors will provide guidance on corporate culture, career exploration, “soft skills” development, and organizational understanding.

Mentors will be assigned by the hiring supervisor and will be assigned a mentee for no less than one pay period and no more than six months of a new employee’s probationary period. The hiring supervisor will review the mentor/mentee relation to ensure that both the mentor and mentee are benefitting from the assignment.

In recognition of the additional responsibilities during this special assignment, the mentee will receive a 5% differential during their assignment. This differential will be calculated on base hourly rate only.

This special assignment pay will be reported to CalPERS as compensation earnable in compliance Government Code 20636 and 2 CCR § 571(a) and Government Code § 7522.34.



Valley Sanitary District
Board of Directors Meeting
September 24, 2019

TO: Board of Directors

THROUGH: Beverli A. Marshall, General Manager

FROM: Ronald Buchwald, District Engineer

SUBJECT: Award Contract to Carollo Engineers, Inc. for Sewer Siphon Replacement Crossing Coachella Stormwater Channel

<input checked="" type="checkbox"/> Board Action	<input type="checkbox"/> New expenditure request	<input checked="" 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 of Directors to review and discuss the contract proposal.

Fiscal Impact

The total cost of this proposal is \$126,778, which will be added by addendum to the original contract. The revised total contract amount is \$277,827 (originally \$125,534). Up to \$76,146.50 will be reimbursed by the City of Indio (Indio Water Authority) for their shared portion of the additional cost.

Background

On February 14, 2019, the Coachella Valley and the watershed north of Palm Springs experienced a high rain event that resulted in flood waters within the Coachella Stormwater Channel. This flood event was the direct cause of the high erosion within the storm channel that exposed the District’s sewer siphon underneath the channel at Westward Ho and Avenue 46. It is also exposed IWA’s watermain. A temporary sewer main replacement was performed to replace about 200 feet of the damaged sewer siphon. The repaired sewer siphon needs to be replaced with a permanent and protected sewer siphon. A new design is required to place the main below the new erosion zone.

On April 23, 2019, the Board authorized the General Manager to enter into a contract with Carollo Engineers, Inc. (Carollo) for a not to exceed price of \$125,534 for the preliminary design of the replacement of the sewer siphon. On June 25, 2019, the Board authorized the General Manager to enter into an Addendum to the contract for \$25,515 for survey work needed as part of the preliminary design which IWA agreed to share half this cost.

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As a result of additional meetings with CVWD, it has been determined that a Scour Analysis needs to be performed to determine the appropriate depth of the proposed sewer main crossing underneath the storm channel. This analysis uses a storm flow model to determine how a channel will react to a certain size river flow. It requires several bits of data in order to be accurate. This data consists of aerial photogrammetry to assist the survey already previously performed, a soil analysis to determine the types of soil in the channel, and the design flow in the channel. Once this data is acquired, a scour analysis can be performed and put into report form. The Geotechnical Report will determine the soil types and will be useful in the final design and during construction.

Recommendation

Staff recommends that the Board of Directors authorize the General Manager to execute a contract addendum to Carollo Engineers, Inc. to perform a Scour Analysis and provide a Geotechnical Report for the sewer siphon replacement project not to exceed \$126,778. IWA is seeking approval from their Council to share the cost of this second proposal but is not expected to be received until October. This work is needed to complete the project design for VSD, and time is of the essence. Staff recommends moving forward with this proposal without waiting for IWA's approval to share the costs.

Attachments

Attachment A: Letter of Proposal, Carollo, dated September 13, 2019



September 13, 2019

Mr. Ron Buchwald, PE
District Engineer
Valley Sanitary District
45-500 Van Buren
Indio, CA 92201

Subject: Proposal to Provide Engineering Services for the Replacement of the Westward-Ho Sewer Siphon Crossing the Coachella Stormwater Channel – (Amendment No. 2) Scour Analysis and Geotechnical Investigation Reports

Dear Mr. Buchwald:

Carollo Engineers Inc. (Carollo) is pleased to submit this contract amendment to provide additional scope of services for the above project. This additional work includes Scour Analysis and Geotechnical Investigation and Reports for the proposed Sewer Siphon Crossing at the Coachella Stormwater Channel.

Below is a listing of the additional scope of work to be added to the original Master Services Agreement dated July 18, 2018 and letter of authorization dated April 25, 2019.

SCOPE OF WORK

Note: Scope of additional work in this amendment begins with Task 8 continuing from original scope of work which includes Tasks 1 through 6 and Amendment No. 1 which included Task 7.

This proposal includes the following tasks:

Task 8 – Scour Analysis and Report

Carollo will perform an in-depth scour evaluation at the pipeline crossing location for the Coachella Channel. The scour evaluation will be specifically focused on assessment of erosion and scour hazards associated with the channel crossing along the proposed pipeline alignment, including:

1. Channel erosion and scour (i.e. vertical channel changes) at pipeline crossing that may cause exposure of the installed pipeline;
2. Lateral channel migration issues (i.e. horizontal channel changes) at channel crossing that may expose sag-bend locations on either side of stream crossings; and
3. Carollo will follow the Coachella Valley Water District's (CVWD) Guideline K- 3 "Scour Calculation Guidance" available on the CVWD web site: <https://www.cvwd.org/DocumentCenter/View/4206/Development-Design-Manual-PDF?bidId=> and <https://www.cvwd.org/DocumentCenter/View/1027/Guideline-K-3---Scour-Calculation-Guidance-PDF?bidId=>

Channel erosion and scour (i.e. vertical channel changes) at pipeline crossing that may cause exposure of the installed pipeline; Carollo will perform the following tasks:

8.01 – Review of Existing Information and Available Channel Data to Update HEC-RAS Model

Carollo will collect, organize and review available data which is pertinent to the scour evaluation/analysis of the pipeline crossing. The data that will be required will be either obtained or, where possible, provided to Carollo:

Mr. Ron Buchwald, PE
District Engineer
Valley Sanitary District
45-500 Van Buren
Indio, CA 92201
September 13, 2019

- Any existing Scour Evaluation Report(s)
- FEMA Flood Insurance Studies
- Existing Hydraulic and Hydrologic Models
- Historic Aerial Photographs.

Carollo has determine an existing CVWD furnished computer based hydraulic/hydrologic model is presently available for the site and will review the validity to current conditions and configurations of the channel. Existing hydraulic models from prior FEMA studies have be obtained for this work.

Carollo will use the collected data and new channel geometry data to update the existing the FEMA HEC-RAS model which was obtained from CVWD. Carollo will update the HEC-RAS model for approximately 2,500-feet upstream and 9,200-feet downstream of the crossing location. It is Carollo's understanding that the limits of the scour analysis will be between the upstream hydraulic control structure located north of Jefferson Street and the hydraulic control structure located south of Indio Boulevard for a total distance of approximately 11,500-feet of channel.

Carollo has received the following information from CVWD Public Records Requests:

- Geotechnical Investigation Report for Jefferson Street Grade Control Project, Coachella Valley Stormwater Channel Improvements, La Quinta, CA by SAGE, dated July 3, 2012
- Technical Memorandum, CVSC Jefferson Street to Monroe Drop Structure, by Northwest Hydraulic Consultants, dated September 14, 2014.
- HEC-RAS Base Model Jefferson to Salton Sea, dated February 13, 2014
- FEMA LiDAR Data

8.02 – Additional Digital Aerial Photogrammetry

Carollo's subconsultant CalVada will prepare a Digital Aerial Photogrammetric survey of approximately 11,700-feet (2.2 miles) of the Coachella Storm Water Channel between Jefferson Street on the south to Indio Boulevard on the north. The survey area will include the two channel hydraulic control structures for the Scour Analysis.

The Digital Aerial Photogrammetric survey will include the following items:

- The vertical control will be based upon NAVD 88 Datum.
- The horizontal control will be based on the California State Plane Coordinate System of 1983 (NAD 83).
- The survey limits will cover the area between Jefferson Street and Indio Boulevard via aerial digital photogrammetry only the channel area, top of slope to top of slope plus 20-feet.
- Provide one foot contours.
- Provide field survey of the bridges including abutment and columns.
- Mapping will be provided along with a point cloud.

8.03 – Sensitivity Analysis

Carollo will perform a sensitivity analysis of the new data included in the existing HEC-RAS model to determine how the simulated flows and water levels will be affected by the model update. Specifically, the sensitivity of three key parameters including roughness, cross-section spacing, and starting water level will be conducted. Carollo will use existing cross sections as provided in the FEMA HEC-RAS model.

8.04 – Scour Analysis

Carollo shall determine the variables required to calculate the potential depth of scour and evaluate susceptibility of the existing channel and streambank to scour damage. The information required for the analysis pertains to the following three categories:

1. Hydraulic/Hydrologic - Flood discharges, velocities, etc.
2. Survey - Channel configurations at hydraulic control crossings, upstream, downstream, etc.
3. Geotechnical – Soil parameters, as provided by the Geotechnical Investigation Report shown below as Task 9.

For the crossing location, information based upon a hydraulic study of the channel for various flood conditions is required for the scour analysis. Carollo will be performing a review and determining if any significant physical changes have occurred either along the channel or in the watershed that would make the validity of the results questionable.

Using the hydraulic model, Carollo will determine the maximum scour depth at the crossing location for the FEMA 100 year 24-hour storm events. In addition, the channel lateral movement at crossing location will also be evaluated. FEMA 100 year flow rate of 39,000 cfs (cubic feet per second) will be used as the design flow rate for the scour analysis and a channel hydrological study will not be required.

8.05 – Scour Analysis Results and Report

Carollo will then prepare a report based on the results of the modeling efforts obtained under Task 8.04. The report will be in the form of a Technical Memorandum and will specify the maximum scour depth and erosion potential of the Coachella Channel at the crossing location.

Task 9– Geotechnical Investigations and Report

9.01 – Geotechnical Investigation Will Investigate Two Pipeline Crossing Options

HDD Method

- Sewer siphon is assumed to be twin, 6-inch HDPE, DR 11, DIP sized pipelines inside a 20-inch HDPE, DR 11, DIP sized pipeline
- The length of the HDD is approximately 1,050 linear feet
- The depth below the channel bottom will be based on the recommendations of the scour analysis results
- Launch pit is approximately 10-feet wide by 20-feet long by 16-feet deep
- Receiving pit is approximately 10-feet wide by 20-feet long by 16-feet deep
- The sewer manholes are 6-feet diameter approximately 20-feet deep upstream and 16-feet down stream

MTBM Method

- The upstream sewer manhole is a drop manhole approximately 30-feet deep
- The downstream sewer manhole is a lift station approximately 40-feet deep, including the wet hole depth below the pipeline
- The pipe casing for the MTBM is approximately 36-inches in diameter and approximately 850 feet long
- The lift station manhole is approximately 84-inches in diameter with a 7-feet wide by 5-feet long by 7-feet deep precast concrete valve vault

- The metering manhole is a 60-inch precast manhole approximately 6-feet deep.

9.02 – Geotechnical Subtasks:

Task 9.02.1: Temporary Encroachment Permit Application with CVWD

- We will submit a completed Temporary Encroachment Permit Application and obtain an executed Temporary Encroachment Permit prior to commencing our field activities
- We will submit a detailed exhibit depicting the locations of encroachment activities, cross streets, and brief description of encroachment activities
- We will provide an Accord certificate including required endorsements as stated in Coachella Valley Water District (CVWD) Insurance Requirements
- Pay \$100.00 permit processing fee at the time of submitting the application
- Deposit \$2,000.00 for inspection
- The processing may take up to 30 days from the day a completed application is filed

Task 9.02.2: Project Set-up

As part of the project set-up, geotechnical staff personnel will conduct the following

- Prepare a borings location map and submit for District review and approval
- Conduct a site reconnaissance and stake/mark the boring locations
- Notify Underground Service Alert (USA) at least 48 hours prior to drilling to clear the boring locations of any conflict with existing underground utilities.
- Engage a California registered drill rig

Task 9.02.3: Subsurface Exploration

Surface exploration will include drilling exploratory borings within the CVWD right-of-way. The purpose of the borings will be to:

- Obtain subsurface information at the siphon inlet and outlet
- Obtain undisturbed and bulk samples of the various soil types for laboratory testing

A total of 4 borings will be drilled. Two borings within the channel bed will be drilled to a depth of 50-feet below the bottom of the channel and the other borings at the two sides of the channel will be drilled to a depth of 60-feet below existing ground surface or to refusal, whichever is shallower. The boring on the west side of the channel shall be located within the CVWD right-of-way. The boring on the east side of the channel will be located in Indio Water Authority property. The borings will be drilled with a truck mounted rig (CME 75 or equivalent) equipped with hollow stem auger for soils sampling. Soils will be continuously logged, sampled and classified by the geologist/engineer in the field by visual examination in accordance with the Unified Soil Classification System.

Continuous undisturbed ring samples of the subsurface materials will be obtained. The relatively undisturbed ring samples will be obtained using a Modified California Sampler (12-inch outside diameter) lined with thin-walled sample rings. The sampler will be driven into the bottom of the borehole with successive drops of a 140-pound hammer falling 30-inches. The number of successive drops of the driving weight ("blows") required for each 6-inches of penetration will be shown on the boring log. The soil will be retained in brass rings and carefully sealed in waterproof plastic containers for shipment to the laboratory. Bulk samples of representative soil types will be collected in plastic bags. Groundwater levels, where encountered in the borings, will be recorded.

The borings will be backfilled with soils cuttings and compacted by pushing down with augers. Where asphalt concrete is penetrated, the surface will be patched with cold mixed asphalt concrete.

Mr. Ron Buchwald, PE
District Engineer
Valley Sanitary District
45-500 Van Buren
Indio, CA 92201
September 13, 2019

Task 9.02.4: Laboratory Testing

Soil samples obtained during exploratory drilling will be tested in our laboratory to evaluate their physical characteristics and engineering properties. Laboratory testing may include, but will not necessarily be limited to, the following.

- In-place moisture and density
- Atterberg limits
- Soil corrosivity
- Sand equivalent
- Sieve analysis
- Laboratory maximum density
- Direct shear
- Collapse

Task 9.02.5: Geotechnical Investigation Report

Data obtained from the exploratory borings and laboratory testing program will be evaluated to prepare a report, which will include the following.

- Project description.
- Site description.
- A description of the field procedures used in the investigation.
- A description of subsurface conditions and controlling engineering properties of the subsurface materials encountered, including a documentation of the borings and sampling locations.
- Location of bedrock and groundwater, if encountered.
- Geology and faulting.
- Seismic parameters based on 2016 CBC.
- Liquefaction potential along the pipe alignment.
- Discussion on the laboratory test results, including soils corrosivity.
- Existing pavement section thickness (if encountered) at the boring locations.
- Suitability of excavated materials for use as backfill.
- Backfill recommendations for below grade structures
- Geotechnical parameters of pipe design by HDD or MTBM methods.
- Settlement estimate.
- Shoring design recommendations, if needed.
- Excavatability of the soils.
- Excavation backfill recommendations.
- Allowable soil bearing pressures.
- Lateral earth pressure due to static and seismic loads.

Deliverables:

Task 8 Deliverables:

- Technical Memorandum (in original file format and PDF format)
- Digital Photogrammetric Survey Mapping (PDF format, CAD DWG format)
- Updated HEC-RAS Model (in original and PDF format)

Mr. Ron Buchwald, PE
District Engineer
Valley Sanitary District
45-500 Van Buren
Indio, CA 92201
September 13, 2019

Task 9 Deliverables:

- Three hard copies
- One electronic and one copy of the Final Geotechnical Investigation Report

BUDGET ESTIMATE

Carollo's estimated budget for this task 8 and 9 (Amendment No. 2) is **\$126,778**. Carollo proposes to perform the above-described scope of services on a time and material and Not-To-Exceed Fee. A breakdown of our fee estimate is shown in Attachment A and below:

Total Carollo Labor:	\$55,703.00
Total Subconsultant:	\$70,675
Total PECE and ODCs:	\$400.00
Total Fee:	\$126,778.00

Amendment 2 will result in adjusting the original contract amount by:

Original Contract Amount:	\$125,534.00
Total for Amendment No. 1:	\$25,515.00
Total for Amendment No. 2:	\$126,778.00
Adjusted Contract Amount:	\$277,827.00

SCHEDULE

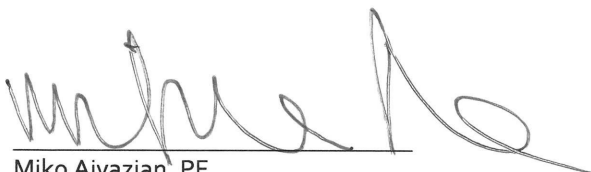
We anticipate Amendment No. 2 to take approximately 13 weeks and will impact the current project's preliminary design schedule. For this reason, we request the original schedule to be extended to accommodate the time need to perform this task. This will extend the deadline for the preliminary design to February 1, 2020.

Mr. Ron Buchwald, PE
District Engineer
Valley Sanitary District
45-500 Van Buren
Indio, CA 92201
September 13, 2019

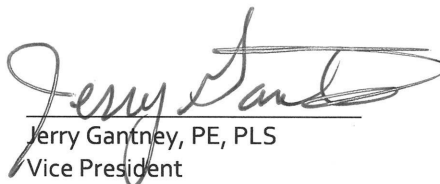
Please feel free to contact me or our project manager, Jerry Gantney, at (213) 279-3327 should you have any questions regarding this proposal. Carollo appreciates the opportunity to work with the District on this important infrastructure project.

Sincerely

CAROLLO ENGINEERS



Miko Aivazian, PE
Vice President
Principal-in-Charge



Jerry Gantney, PE, PLS
Vice President
Principal Civil Engineer

Attachment A – Amendment No. 2 Fee Estimate



Attachment A – Fee Estimate

Task No.	TASK DESCRIPTION	Hourly Billing Rate										TOTAL HOURS	CAROLLO LABOR COST	OTHER DIRECT COSTS	PECE @ \$12.00 / Hr	SUBCONSULTANTS	TOTAL PROJECT FEE
		\$297	\$272	\$252	\$192	\$162	\$142	\$142	\$105	Project Director	Supervising Professional						
8.0	Scour Analysis and Report	5	20	48	96	20	40	20	10	259	\$ 50,263	\$ 400	\$ -	\$ 26,813	\$ 77,476		
8.01	Review of Existing Information and Available Channel Data to Update HEC-RAS Model	1	4	8	16	8	8	4	2	51	\$ 9,683		\$ -	\$ -	\$ 9,683		
8.02	Additional Digital Aerial Photogrammetry	1	4	8	8	4	8	4	2	39	\$ 7,499			\$ 26,813	\$ 34,312		
8.02	Sensitivity Analysis	1	4	8	32	8	8	4	2	67	\$ 12,755		\$ -		\$ 12,755		
8.03	Scour Analysis	1	6	16	24		8	8	2	65	\$ 13,051	\$ 200	\$ -		\$ 13,251		
8.04	Scour Analysis Results and Report	1	2	8	16		8		2	37	\$ 7,275	\$ 200	\$ -		\$ 7,475		
9.0	Geotechnical Investigations and Report	0	20	0	0	0	0	0	0	20	\$ 5,440	\$ -	\$ -	\$ 43,863	\$ 49,303		
9.01	Geotechnical Investigation Will Investigate Two Pipeline Crossing Options		8							8	\$ 2,176				\$ 2,176		
9.02	Geotechnical Subtasks		12							12	\$ 3,264			\$ 43,863	\$ 47,127		
TOTAL TASKS (1-6)		5	40	48	96	20	40	20	10	279	\$ 55,703	\$ 400	\$ -	\$ 70,675	\$ 126,778		

STAFF NOTES
September 17, 2019

ADMINISTRATION & FINANCE.

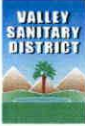
- The auditors finished fieldwork and should be submitting a draft report by the middle of October 2019.
- Updating the statistical section schedules and Management's Discussion and Analysis (MD&A) for the June 30, 2019 Comprehensive Annual Financial Report (CAFR).
- Continuing to work with Caselle to upgrade permitting and accounting software.

ENGINEERING & MAINTENANCE

- Staff is looking into obtaining reimbursement from FEMA for the damage caused by the February 2019 storm event which damaged the sewer siphon at Westward Ho Drive. Paperwork continues to be sent and reviewed by both agencies.
- Staff is working with Carollo Engineering to design a new sewer siphon at Westward Ho Drive to avoid possible damage that may result from future storm events. Additional work is necessary to meet the permit conditions of CVWD. Carollo is putting together an extra work request to be presented to the Board for approval. Carollo is gathering all required information to provide the Preliminary Design Report by the end of January 2020.
- Staff is working with Carollo Engineering on the Arc Flash Report update. Carollo Engineering has completed the final draft of the report for review by staff. This project is anticipated to be completed and closed by mid-September 2019.
- Staff is continuing to work with Harris and Associates on the Collections System Rehabilitation and Maintenance project. Currently, Harris is devising a methodology for determining which pipes within the collection system will be candidates for rehabilitation or replacement and their order of importance. They are also working on putting together bid documents for the CCTV inspection of sewer mains that need special requirements or technology.
- Staff is working with Lucity on implementing an asset management system for the treatment plant using Lucity Web software. Phase 1 is in progress. Staff is continuing to verify asset data for all critical assets in the treatment plant asset register being developed by Carollo by walking the plant. Verification of assets and edits to the asset register by VSD are estimated to be completed by the end of September 2019.
- Field Vactor crew is currently working in the area of Market and Fleming.
- CCTV Inspection work is currently being conducted in the area of Miles and Rubidoux.

OPERATIONS

- Operations is scheduled to begin sampling for several NPDES permit required tests starting the week of September 29, 2019.
- Staff will be reviewing the Spill Prevention, Control, and Countermeasure (SPCC) plan.
- Staff will be making repairs to concrete, damaged by the recent earthquakes, in the sodium hypochlorite building.
- Staff will be performing maintenance on primary and secondary clarifier units to ensure proper operation during the upcoming sampling period.



VALLEY SANITARY DISTRICT DEVELOPMENT SERVICES REPORT

17-Sep-19

Plan Check in Progress
Inspection in Progress
New Project

PROJECT NAME	STREET ADDRESS / CROSS STREET	CURRENT PROJECT STATUS	NEXT ACTION ITEM
Accessory Dwelling Unit - 81069 Carefree Drive	81069 Carefree Drive	Plans submitted for accessory dwelling unit. Plans approved and returned to the City 3/5/19.	Waiting for owner to process permit paperwork.
AM Tax Service TI	45561 Oasis Street/Requa	Plans submitted for TI of existing building. Plans approved and returned to the City 3/28/19.	Waiting for owner to process permit paperwork.
Animal Samaritans - TI	42150 Jackson Street, Ste's 105-106	Plans submitted for building TI. Completed 1st plan check and returned to the City 6/28/19.	Perform 2nd plan check upon plan resubmittal.
Bel Cielo - Tr 32425	West of Clinton South of Ave 44	Model homes. No plan check is required. Permit and Inspection fees need to be paid.	Perform inspection upon payment of required fees.
Bravo Commercial Building	46331 Commerce Street/Van Buren Street	Plans submitted for new building. Plans approved and returned to the City 5/10/17. Issued permit 3805 on 3/6/19.	Inspect work improvements as scheduled.
Buzzbox	42625 Jackson Street #112	Plans submitted existing building TI. Completed 1st plan check and returned to the City 2/22/19.	Perform 2nd plan check upon plan resubmittal.
Chavez Tenant Improvement	45330 Jackson St / Civic Center	Plans submitted for TI of existing building. Demolition of interior walls and facilities. Completed 4th plan check and returned to the City 6/25/18. Issued permit 3755 on 7/9/18.	Inspect work improvements as scheduled.
Chevron/Circle K	42250 Jackson Street / Showcase Parkway	Plans submitted for new Valero gas station/Circle K. Plans approved and returned to the City 1/10/19. Issued permit 3811 on 6/11/19.	Inspect work improvements as scheduled.
Citadel RV Storage-Phase 1	83667 Dr. Carreon Blvd/Calhoun Street	Plans submitted for construction of new RV storage facility. Completed 1st plan check and returned to the City 3/19/19.	Perform 2nd plan check upon plan resubmittal.
Clinica Medica Del Valle	45677 Oasis Street/Requa	Plans submitted for existing building TI. Plan approved and returned to the City 11/16/18.	Waiting for owner to process permit paperwork.
DFC Tax Center TI	44100 Jefferson Street #E505	Plans submitted for TI of existing building. Plans approved and returned to the City 3/20/19. Issued permit 3835 on 8/22/19.	Inspect work improvements as scheduled.
Donuts Bistro	82151 Avenue 42, Ste 104	Plans submitted for construction of new restaurant. Plans approved and returned to the City 8/28/19.	Waiting for owner to process permit paperwork.
Dunn Edwards Paint Store	81921 Hwy 111/Las Palmas	Plans submitted for new retail building.	In queue.
East County Detention Center - Phase 1 Demolition. Phase 2 - Detention Center Design and Construction	Hwy 111 & Oasis	Received demolition plans on 9/16/13. Returned to consultant. Received conformed set of demolition plans on 12/5/13. Jail Expansion plans have been reviewed for 2nd plan check and returned on 10/1/14. Completed 4th plan check 11/07/2014, Art requested VSD not send 4th plan check back until he coordinates with the civil engineer. Plan Check is complete. Permit Fees paid 7/13/15. Issued permit 3510 on 7/23/15. Project scheduled to be complete November 2019.	Inspect work improvements as scheduled.
El Destino Nightclub - TI	83085 Indio Boulevard/Civic Cnter Mall	Plans submitted for existing building TI 11/30/2015. Plans approved and returned to the City 3/22/16. Issued permit 3577 on 5/24/16. Issued permit 3596 on 8/3/16.	Inspect work improvements as scheduled.
EOS Fitness Ave 42 Gym	SWC of Spectrum Street & Avenue 42	Plans submitted for construction of new gym facility. Completed 1st plan check and returned to the City 5/2/19.	Perform 2nd plan check upon plan resubmittal.
EOS Fitness Hwy 111	Highway/Jefferson Street	Plans submitted for construction of new gym facility. Completed 1st plan check and returned to the City 6/11/19.	Perform 2nd plan check upon plan resubmittal.
EOS Fitness Public Sewer Extension	SWC of Spectrum Street & Avenue 42	Civil plans submitted for sewer extension in Spectrum Street. Completed 1st plan check and returned plans to the engineer 5/2/19. Completed 2nd plan check and returned to the engineer 5/15/19. Plans approved and returned to the engineer 6/3/19.	Waiting on developer bonds for sewer agreement.
Five Below Retail Store TI	42350 Jackson Street	Plans submitted for TI. Plans approved and returned to the City 7/11/19. Issued permit 3834 on 8/21/19.	Inspect work improvements as scheduled.
Gallery at Indian Springs	Jefferson St / Westward Ho Drive	Civil plans submitted for plan check. Completed 1st plan check and returned to the Engineer 1/10/18. Completed 2nd plan check and returned to the Engineer 1/25/18. Plans approved 1/31/18.	Inspect work improvements as scheduled.

PROJECT NAME	STREET ADDRESS / CROSS STREET	CURRENT PROJECT STATUS	NEXT ACTION ITEM
Gallery Homes Tract -Indian Palms	Monroe & Avenue 50	Gallery Homes has recently purchased the 106 lots. Staff has inspected the site and prepared a list of improvements that need to be made prior to issuing connection permits. Plans submitted for home plans. Reviewed 1st plan check and returned back to the city on 6/4/2014. 2nd plan check returned to city 7/7/14. Model plans approved and returned to the City 8/22/14. New homes currently under construction.	Inspect work improvements as scheduled.
George Fregoso SFD	46600 Padua Circle	Plans submitted for new SFD.	In process.
Haciendas II Tract 31975 -137 Lot Subdivision	North of Avenue 43 & East of Golf Center	Provide info to the engineer performing due diligence for a developer. The subdivision was formerly owned by Beazer Homes. The subdivision is in AD 2004-VSD. Received Architectural plans 12/31/15 for 1st check. 1st check complete and returned to City 2/11/16. Mainline repairs complete. Maintenance Bond start date: 07/13/16.	Inspect laterals as requested by builder.
Hampton Inn	TBD - Spectrum St/Atlantic Ave	Plans submitted for new 93 room, 4 story hotel. Completed 1st plan check and returned to the City. Plans approved and returned to the City 8/30/18. Issued permit 3776 on 10/12/18.	Inspect work improvements as scheduled.
Hampton Inn Sewer Main Extension	North West Corner of Spectrum St and Atlantic Ave	Plans submitted for the extension of a public sewer main for Hampton Inn at Atlantic Ave. Plan check fees paid 7/11/18. Completed 2nd plan check and returned plans to the engineer 8/9/18. Plans approved and returned to engineer 8/27/18.	Inspect work improvements as scheduled.
Indian Water RV Community Bldg.	47202 Jackson Street	Plans submitted for new community building.	In queue.
Indio Mall Fire Rebuild	82011 Highway 111/ Monroe Street	Plans submitted for existing building TI. Plans approved and returned to the City 8/29/18. Issued permit 3769 on 9/18/18.	Inspect work improvements as scheduled.
Indio Palms Sewer Main Extension	South East Corner of Avenue 42 and Monroe St	Plans submitted for the extension of a private sewer main for Indio Palms at Spectrum Street. Plan check fees paid 2/1/18. Completed 1st plan check and returned plans to engineer 2/21/18. Completed 2nd plan check and returned plans to engineer 3/20/18. Plans approved and returned to engineer 5/10/18.	Waiting on developer bonds for sewer agreement.
Jackson Street Liquor Store	44350 Jackson Street/Ruby Avenue	Plans submitted existng building TI. Plans approved and returned to the City 4/29/19. Issued permit 3829 on 7/26/19.	Inspect work improvements as scheduled.
John Nobles Apartments	TBD - Rubidoux Street/John Nobles Ave	Plans submitted new apartment complex. Completed 1st plan check and returned to the City 2/27/19.	Perform 2nd plan check upon plan resubmittal.
Lala's Waffles	42250 Jackson Street, Ste A-105/ Showcase Parkway	Plans submitted for building TI.	In queue.
Market Street Business Park Bldg B4 - TI	82855 Market Steet, Bldg B4	Plans submitted for building TI. Plans approved and returned to the City 8/20/19.	Waiting for owner to process permit paperwork.
Market Street Business Park Bldg F6 - TI	82855 Market Steet, Bldg F6	Plans submitted for building TI. Completed first plan check and returned to applicant 8/14/19.	Perform 2nd plan check upon plan resubmittal.
Market Street Business Park Bldg H8 - TI	82855 Market Steet, Bldg H8	Plans submitted for building TI. Plans approved and returned to the City 8/20/19.	Waiting for owner to process permit paperwork.
Market Street Business Park Bldg J10 - TI	82855 Market Steet, Bldg J10	Plans submitted for building TI. Plans approved and returned to the City 8/20/19.	Waiting for owner to process permit paperwork.
Maya Cinemas	82900 Avenue42/Jackson Street	Plans submitted for construction of new building for theater. Completed 1st plan check and returned to the City 2/13/19.	Perform 2nd plan check upon plan resubmittal.
Mex-American Tax Services	44250 Monroe St. / South of Indio Blvd	Plans submitted for an office addition, Returned 1st plan check back to City on 1/21/2014. Received 2nd submittal 3/13/2014. 2nd plan check completed and returned to the city on 3/31/2014. Received 3rd submittal 4/21/14. Reviewed, approved and returned plans back to the city on 5/15/2014. Issued permit 3518 on 8/4/15. Permit expired with the City.	Inspect work improvements as scheduled.
Motorcoach CC - Casita Addition	80501 Avenue 48, Lot 30	Plans submitted for casita addition and storage building. Plans approved and returned to the City 2/28/19.	Waiting for owner to process permit paperwork.
Motorcoach CC - Casita Addition	80501 Avenue 48, Lot 105	Plans submitted for casita addition and storage building. Plans approved and returned to the City 7/1/19.	Waiting for owner to process permit paperwork.
Motorcoach CC - Casita Addition	80501 Avenue 48, Lot 145	Plans submitted for casita addition and storage building. Plans approved and returned to the City 5/9/19.	Waiting for owner to process permit paperwork.
Motorcoach CC - Casita Addition	80501 Avenue 48, Lot 170	Plans submitted for casita addition and storage building. Plans approved and returned to the City 6/7/18.	Waiting for owner to process permit paperwork.

PROJECT NAME	STREET ADDRESS / CROSS STREET	CURRENT PROJECT STATUS	NEXT ACTION ITEM
Motorcoach CC - Casita Addition	80501 Avenue 48, Lot 198	Plans submitted for casita addition and storage building. Plans approved and returned to the City 4/27/18. Issued permit 3748 on 5/18/18.	Inspect work improvements as scheduled.
Motorcoach CC - Casita Addition	80501 Avenue 48, Lot 225	Plans submitted for casita addition and storage building. Plans approved and returned to the City 5/8/19. Issued permit 3814 on 5/8/19.	Inspect work improvements as scheduled.
Motorcoach CC - Casita Addition	80501 Avenue 48, Lot 305	Plans submitted for casita addition and storage building. Plans approved and returned to the City 4/18/19. Issued permit 3819 on 5/29/19.	Inspect work improvements as scheduled.
Motorcoach CC - Casita Addition	80501 Avenue 48, Lot 318	Plans submitted for casita addition and storage building. Plans approved and returned to the City 5/23/19. Issued permit 3820 on 6/3/19.	Inspect work improvements as scheduled.
Motorcoach CC - Casita Addition	80501 Avenue 48, Lot 320	Plans submitted for casita addition and storage building. Plans approved and returned to the City 5/9/19.	Waiting for owner to process permit paperwork.
Motorcoach CC - Casita Addition	80501 Avenue 48, Lot 342	Plans submitted for casita addition and storage building. Plans approved and returned to the City 3/28/19.	Waiting for owner to process permit paperwork.
Nargizyan Dental Group TI	81637 Highway 111, Suite 1-B	Plans submitted for TI of existing suite. Completed 1st plan check and returned to the City 7/1/19.	Perform 2nd plan check upon plan resubmittal.
North Outdoor Resorts - Casita Addition	80394 Avenue 48, Lot 245	Plans submitted for shade structure with outdoor kitchen. Plans approved and returned to the City 5/15/18.	Waiting for owner to process permit paperwork.
North Outdoor Resorts - Casita Addition	80394 Avenue 48, Lot 349	Plans submitted for shade structure with outdoor kitchen. Plans approved and returned to the City 5/29/18.	Waiting for owner to process permit paperwork.
North Outdoor Resorts - Casita Addition	80394 Avenue 48, Lot 373	Plans submitted for casita addition and shade structure with outdoor kitchen. Plans approved and returned to the City 5/6/18. Issued permit 3815 on 5/13/19.	Inspect work improvements as scheduled.
North Outdoor Resorts - Casita Addition	80394 Avenue 48, Lot 417	Plans submitted for casita addition and shade structure with outdoor kitchen. Plans approved and returned to the City 5/6/18. Issued permit 3816 on 5/16/19.	Inspect work improvements as scheduled.
Octavio Rosales SFD	43645 Saguaro Street/Avenue 44	Plans submitted for new SFD. Completed 2nd plan check and returned to the City 8/26/19.	Perform 3rd plan check upon plan resubmittal.
One Stop Shop Grease Interceptor Install	84051 Indio Blvd/Van Buren Street	Preliminary plan submitted for grease interceptor TI 4/19/19. Completed 1st plan check and returned to owner's representative 4/30/19.	Perform 2nd plan check upon plan resubmittal.
Paradiso Tract 31815	East of Monroe North of Ave 41	Model homes. No plan check is required. Permit and Inspection fees need to be paid.	Perform inspection upon payment of required fees.
Parcel Map 36215	Dr. Carreon west of Van Buren	Civil plans submitted for 1st plan check. Plans approved and returned to the Engineer 1/18/18. Issued permit 3718 on 1/23/18.	Inspect work improvements as scheduled.
Raspados Esmeralda - TI	81106 Hwy 111, 4B/Madison Street	Plans submitted for building TI. Plans approved check and returned to the City 7/11/19.	Waiting for owner to process permit paperwork.
Renovar Assisted Living - TI	82380 Miles Avenue/Palm Street	Plans submitted for building TI. Completed 1st plan check and returned to the City 6/5/19.	Perform 2nd plan check upon plan resubmittal.

Valley Sanitary District
Combined Monthly Account Summary
 August 2019 (UNAUDITED)

Item 9a

Account Description	Current Month	Fiscal YTD	Annual Budget	% Expended	Balance
Operating Expenses					
Salaries	200,463	398,159	2,615,000	15 %	2,216,841
Callout	1,744	5,671	9,000	63 %	3,329
Group dental/vision	2,045	3,698	30,500	12 %	26,802
Group disability	1,131	2,096	13,750	15 %	11,654
Group health	33,857	63,973	440,700	15 %	376,727
Group life	529	968	6,650	15 %	5,682
Longevity	2,723	5,492	37,000	15 %	31,508
Overtime	2,791	4,168	19,500	21 %	15,332
Payroll taxes	17,507	32,985	205,200	16 %	172,215
Retirement	19,791	38,535	269,500	14 %	230,965
Standby	2,708	5,416	38,000	14 %	32,584
Workers comp	4,334	7,965	47,400	17 %	39,435
Certifications	0	97	8,794	1 %	8,697
Chemicals	38,145	69,199	383,770	18 %	314,571
Clothing/Safety	2,694	6,180	39,625	16 %	33,445
Comprehensive insurance	23,621	47,243	296,500	16 %	249,257
Contract services	24,775	52,628	417,110	13 %	364,482
County charges	0	0	22,000	0 %	22,000
Directors' fees	8,300	9,750	36,500	27 %	26,750
Electricity	46,379	93,795	519,000	18 %	425,205
Gas/Oil	2,334	5,318	52,000	10 %	46,682
Memberships/Subscriptions	5,330	6,518	32,860	20 %	26,342
Natural gas	127	267	5,000	5 %	4,733
Office expense	2,172	2,227	16,000	14 %	13,773
Operating supplies	4,058	17,345	160,500	11 %	143,155
Other expenses	209	2,907	35,000	8 %	32,093
Permits & fees	3,592	6,641	88,450	8 %	81,809
Pretreatment	0	0	1,000	0 %	1,000
Professional/Legal	(1,509)	20,692	269,230	8 %	248,538
Publications	0	803	4,500	18 %	3,697
Repairs/Maintenance	68,836	92,444	592,200	16 %	499,756
Research & monitoring	3,754	6,857	92,800	7 %	85,943
Small tools	13,987	14,873	31,500	47 %	16,627
Telephone	1,211	2,625	19,500	13 %	16,875
Trash collection	2,566	5,206	35,000	15 %	29,794
Travel/Mtgs/Ed	21,037	27,675	81,250	34 %	53,575
Water	1,687	3,351	28,500	12 %	25,149
Total Expenses	562,931	1,063,765	7,000,789	15 %	5,937,024

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Valley Sanitary District
Combined Monthly Account Summary
 August 2019 (UNAUDITED)

<u>Account Description</u>	<u>Current Month</u>	<u>Fiscal YTD</u>	<u>Annual Budget</u>	<u>% Expended</u>	<u>Balance</u>
Capital Expenses					
Capital O & M Fund 11	15,813	15,813	235,000	7 %	219,187
Capital Replacement Fund 12	68,135	81,772	2,469,410	3 %	2,387,638
Capital Improvement Fund 13	0	0	40,000	0 %	40,000
Total Capital Expenses	83,948	97,586	2,744,410	4 %	2,646,824

Valley Sanitary District
Monthly Income Summary
 August 2019 (UNAUDITED)

Item 9b

	<u>Current Month</u>	<u>Fiscal YTD</u>	<u>Annual Projection</u>	<u>% Received</u>	<u>Balance</u>
Revenues					
Sewer Service Chgs-Current	\$10,344,146	\$10,344,146	\$11,144,678	93 %	\$800,532
Sewer Service Chgs-Penalties	\$0	\$0	\$1,000	0 %	\$1,000
Permit & Inspection Fees	\$1,705	\$3,360	\$20,000	17 %	\$16,640
Plan Check Fees	\$1,200	\$1,950	\$10,000	20 %	\$8,050
Other Services	\$0	\$0	\$1,800	0 %	\$1,800
Sale of Surplus Property	\$0	\$5,225	\$0	0 %	(\$5,225)
Taxes - Current Secured	\$0	\$0	\$700,000	0 %	\$700,000
Taxes - Current Unsecured	\$0	\$0	\$25,000	0 %	\$25,000
Taxes - Prior Secured	\$0	\$0	\$6,000	0 %	\$6,000
Taxes - Penalties	\$0	\$0	\$1,500	0 %	\$1,500
Supple Prop. Taxes - Current	\$0	\$0	\$7,000	0 %	\$7,000
Supple Prop. Taxes - Prior	\$0	\$0	\$3,200	0 %	\$3,200
Homeowners Tax Relief	\$0	\$0	\$6,000	0 %	\$6,000
Interest Income	\$1,784	(\$26,676)	\$300,000	(9)%	\$326,676
Unrealized gains (losses)	\$7,290	\$4,172	\$0	0 %	(\$4,172)
Non-Operating Revenues - Fnd 11	\$0	\$69	\$500	14 %	\$431
Interest Income	(\$10)	(\$38,984)	\$0	0 %	\$38,984
Connection Fees	\$96,800	\$171,600	\$1,100,000	16 %	\$928,400
Interest Income	\$63	(\$9,292)	\$120,000	(8)%	\$129,292
Total Revenues	\$10,452,978	\$10,455,570	\$13,446,678	78 %	\$2,991,108

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