Tuesday, March 11, 2025 at 1:00 PM
Valley Sanitary District Board Room
45500 Van Buren Street, Indio, CA 92201

BOARD OF DIRECTORS
REGULAR SESSION
AGENDA

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

Zoom link: https://us06web.zoom.us/j/81735211301

Meeting ID: 817 3521 1301

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

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

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

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **PLEDGE OF ALLEGIANCE**

4. **MARCH EMPLOYEE ANNIVERSARIES**
   - *Steve Shepard, Development Services Supervisor - 29 years*
   - *Octavio Briones, Maintenance Technician I - 2 years*
   - *Victoria Nelson, Wastewater Operator III - 2 years*

5. PRESENTATIONS

5.1 PRESENTATION OF CALIFORNIA SOCIETY OF MUNICIPAL FINANCE OFFICER (CSMFO) OPERATING BUDGET EXCELLENCE AWARD
Recommendation: Review

6. PUBLIC COMMENT

7. 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.

7.1 APPROVE THE MINUTES FOR THE BOARD OF DIRECTORS SPECIAL MEETING HELD FEBRUARY 6, 2025, AND REGUALR BOARD MEETING HELD FEBRUARY 11, 2025
Recommendation: Approve

7.2 APPROVE WARRANTS FOR MARCH 11, 2025
Recommendation: Approve

7.3 ACCEPTANCE OF THE GRANT OF EASEMENT FOR SEWER MAIN PURPOSES
Recommendation: Approve

7.4 MONTHLY CREDIT CARD REPORT FOR THE PERIOD ENDING JANUARY 31, 2025
Recommendation: Approve

7.5 MONTHLY INVESTMENT REPORT FOR THE PERIOD ENDING JANUARY 31, 2025
Recommendation: Approve

7.6 MONTHLY FINANCIAL REPORT FOR THE PERIOD ENDING JANUARY 31, 2025
Recommendation: Approve

8. NON-HEARING ITEMS

8.1 AUTHORIZE THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH TRITECH SOFTWARE SYSTEMS, A CENTRALSQUARE TECHNOLOGIES, LLC COMPANY TO PROVIDE SOFTWARE UPGRADE & SERVICES IN AN AMOUNT NOT TO EXCEED $53,430.
Recommendation: Approve

8.2 AUTHORIZE THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH DUDEK FOR ELECTRICAL DESIGN SERVICES IN AN AMOUNT NOT TO EXCEED $88,440.
Recommendation: Approve

8.3 AMENDMENT NO. 1 TO THE BULK CHEMICAL CONTRACT WITH UNIVAR SOLUTIONS
Recommendation: Approve

8.4 APPROVE THE PURCHASE OF PARTS TO REBUILD OF THE SPENCER TURBINE AT THE DIGESTER IN AN AMOUNT NOT TO EXCEED $65,734.
Recommendation: Approve

8.5 APPROVE CHANGE ORDER NO. 1 FOR THE SEWER SIPHON REPLACEMENT AT WESTWARD HO PROJECT FOR BID UNIT PRICE ADJUSTMENT, CONTRACT DURATION INCREASE, AND PERMIT FEE REIMBURSEMENT FOR A NOT TO EXCEED COST OF $181,205.21 AND AUTHORIZE THE GENERAL MANAGER TO SIGN THE CHANGE ORDER
Recommendation: Approve

9. GENERAL MANAGER'S REPORT

9.1 RECEIVE MONTHLY GENERAL MANAGERS REPORT FOR FEBRUARY 2025
Recommendation: Review

10. DIRECTOR'S ITEMS

11. INFORMATIONAL ITEMS

12. ADJOURNMENT

POSTED March 6, 2025
Holly Gould
Clerk of the Board
Valley Sanitary District

PUBLIC NOTICE

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

ITEM 5.1
REVIEW

Valley Sanitary District

DATE: **March 11, 2025**

TO: **Board of Directors**

FROM: **Jeanette Juarez, Chief Administrative Officer**

SUBJECT: **PRESENTATION OF CALIFORNIA SOCIETY OF MUNICIPAL FINANCE OFFICER (CSMFO) OPERATING BUDGET EXCELLENCE AWARD**

Suggested Action
Review

Strategic Plan Compliance
GOAL 2: FINANCE. Sustainable, Long-Term Funding is in Place

Fiscal Impact
None.

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

Background
The CSMFO Recognition Committee oversees the Award Program for Excellence in Budgeting to recognize agencies with well-presented budget documents, best practices, processes, and procedures.

With the rigorous reviews complete, the CSMFO Recognition Committee is pleased to announce the Valley Sanitary District as a 2025 CSMFO Operating Budget Excellence Award recipient.

Recommendation
Accept the Operating Budget Excellence Award from CSMFO.

Attachments
5.1 Attachment A CSMFO Operating Budget Excellence Award

California Society of Municipal Finance Officers

Certificate of Award

Operating Budget Excellence Award
Fiscal Year 2024-2025

Presented to the

Valley Sanitary District

For meeting the criteria established to achieve a CSMFO Award in Budgeting.

February 7, 2025



Ernie Reyna

Ernie Reyna
2024 CSMFO President

James Russell-Field

James Russell-Field, Chair
Recognition Committee

Dedicated to Excellence in Municipal Financial Reporting

ITEM 7.1
ACTION

Valley Sanitary District

DATE: **March 11, 2025**

TO: **Board of Directors**

FROM: **Holly Gould, Clerk of the Board**

SUBJECT: **APPROVE THE MINUTES FOR THE BOARD OF DIRECTORS SPECIAL MEETING HELD FEBRUARY 6, 2025, AND REGUALR BOARD MEETING HELD FEBRUARY 11, 2025**

Suggested Action
Approve

Strategic Plan Compliance
GOAL 5: GOVERNANCE. An Ever-Improving Board Sets Clear and Thoughtful Direction for the District

Fiscal Impact
There is no fiscal impact from this report.

Environmental Review

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

Background
The meeting minutes for the Board of Directors Special Meeting held February 6, 2025, and Regular Meeting held February 11, 2025, are attached.

Recommendation
Approve

Attachments

7.1 Attachment A 06 Feb 2025 Minutes.docx
7.1 Attachment B 11 Feb 2025 Minutes.edited.docx

VALLEY SANITARY DISTRICT
MINUTES OF SPECIAL BOARD MEETING
February 6, 2025

A special Board Meeting of the Governing Board of Valley Sanitary District (VSD) was held on Tuesday, February 6, 2025, at 45-500 Van Buren St., Indio, CA 92201

1. CALL TO ORDER

President Canero called the meeting to order at 1:03 p.m.

2. ROLL CALL

Directors Present:
Debra Canero, Mike Duran, Gerardo Jimenez, Edgar Santana

Directors Absent:
Scott Sear

Staff Present:
Jason Dafforn, General Manager; Holly Gould, Clerk of the Board; Jeanette Juarez, Chief Administrative Officer; and Ron Buchwald, District Engineer

3. PLEDGE OF ALLEGIANCE

4. PUBLIC COMMENT - None

5. NON-HEARING ITEMS

5.1 Review the Valley Sanitary District Strategic Plan

Jason Daffron, General Manager, presented the review of the Valley Sanitary District Strategic Plan that was originally adopted in 2020 and updated in 2024. The presentation included an overview of the guiding principles, the goals and successes of the strategic plan, and next steps moving forward. Jeanette Juarez, Chief Administrative Officer, thanked Branden Rodriguez, Administrative Assistant, for his assistance with creating the presentation for the meeting. The Board discussed staff retention and the need for new/updated buildings. The Board directed staff to look into options for expanding the District's building infrastructure.

6. ADJOURNMENT

With no further business to discuss, the meeting was adjourned at 1:52 p.m. The next regular Board meeting will be on February 11, 2025.

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

VALLEY SANITARY DISTRICT
MINUTES OF REGULAR BOARD MEETING
February 11, 2025

A regular Board Meeting of the Governing Board of Valley Sanitary District (VSD) was held on Tuesday, February 11, 2025, at 45-500 Van Buren St., Indio, CA 92201

1. CALL TO ORDER

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

2. ROLL CALL

Directors Present:
Debra Canero, Mike Duran, Gerardo Jimenez, Edgar Santana

Directors Absent:
Scott Sear

Staff Present:
Jason Dafforn, General Manager; Holly Gould, Clerk of the Board; Jeanette Juarez, Chief Administrative Officer; Ron Buchwald, District Engineer; Tino Tijerina, Facilities Maintenance Supervisor; James Mills, Operations Supervisor; Chris Rahman, Wastewater Operator In Training; Ed Luna, Maintenance Technician III; Craig Hayes, Best Best & Krieger

3. PLEDGE OF ALLEGIANCE

4. FEBRUARY EMPLOYEE ANNIVERSARIES

- Heberto Moreno, Collections System Supervisor – 20 years
- Kenneth Kepley, Wastewater Operator III – 19 years
- Ed Luna, Maintenance Technician III – 5 years
- Chris Rahman, Wastewater Operator in Training – 3 years

The Board of Directors thanked Heberto, Kenneth, Ed, and Chris for their dedication and years of service to the District.

5. PUBLIC COMMENT - None

6. CONSENT CALENDAR

6.1 Approve the Minutes for the Board of Directors Regular Meeting held January 28, 2025

6.2 Approve Warrants for February 11, 2025

ACTION TAKEN:
MOTION: Director Jimenez motioned to approve the consent calendar as presented. Vice President Duran seconded the motion. Motion carried by the following roll call vote:
AYES: Canero, Duran, Jimenez, Santana
ABSENT: Sear
NOES: None
MINUTE ORDER NO. 2025-3452

7. NON-HEARING ITEMS

To accommodate a guest for item 7.1, President Canero moved the item to the end of the non-hearing items.

7.1 Authorize the General Manager to Execute a Contract Amendment with the Coachella Valley History Museum for a Five-Year Term in a Total Amount Not to Exceed $165,770

On March 1, 2022, the District entered into a three-year contract with the Coachella Valley History Museum (CVHM). The partnership has allowed the District a permanent exhibit at the Museum on the history of wastewater, which is included in their docent-led tours, exposure on the Museum's website and social media, and annual use of the facilities which the District will utilize for its Platinum Jubilee anniversary event. Staff recommends a contract amendment with CVHM for a five-year term with a total amount of $165,770.

ACTION TAKEN:
MOTION: Vice President Duran motioned to approve the contract amendment with the Coachella Valley History Museum for a five-year term in a total amount not to exceed $165,770 and authorize the General Manager to execute the agreement and any other documents necessary to effectuate this action. Director Jimenez seconded the motion. Motion carried by the following roll call vote:
AYES: Canero, Duran, Jimenez, Santana
ABSENT: Sear
NOES: None
MINUTE ORDER NO. 2025-3455

7.2 Review Mid-Year Budget Report for the Fiscal Year 2024/25

The adopted operating and capital budget for the fiscal year 2024/25 includes $23,969,840 in revenues and $19,587,854 in operating expenditures. As of December 31, 2024, the District has recorded $22,563,142 in revenue. The revenues are $2,809,236, or 14.2% above the seasonal budget. As of December 31, 2024, the District has incurred $7,486,571 in expenditures. The District's expenditures are $2,307,356 or 23.6% under the FYTD straight-line budget. According to the current data, revenues are expected to be ($306,878) or -1.3% under budget for the fiscal year. The lower-than-anticipated revenue is attributed to Taxes- Current Secured. Secured property is generally non-movable property, such as houses, buildings, etc. Revenues are based on general valuation. The portion of revenue designated for special districts is 1%. VSD is estimated to receive 0.00028257% of the general-purpose funds county-wide. The expenditures are estimated at $2,311,077 or 11.8% under budget for the fiscal year. The savings in expenditures are mainly attributed to savings in wages due to various vacant positions throughout the year (e.g., Wastewater Operations Manager, Maintenance Technician, Laboratory Technician, and Collections Technician). Additionally, there have been savings on contracted services due to non-renewal and services not rendered. As of December 31, 2024, the District's CIP budget had $0 in unbudgeted expenses. Jason Dafforn, General Manager, thanked staff for the report. Jeanette Juarez, Chief Administrative Officer, thanked the District's Supervisors for staying on top of their contracts and budgets.

7.3 Review the Continuing Annual Reports for Fiscal Year 2023/24 $7,540,000 Wastewater Revenue Refunding Bonds, Series 2015, and $8,848,000 Assessment District No. 2004-VSD (Shadow Hills Interceptor) Limited Obligation Improvement Bond, Series 2005

Jason Dafforn, General Manager, presented the Continuing Disclosure Annual Reports for the $7,540,000 Wastewater Revenue Refunding Bonds, Series 2015, and the $8,845,000 Assessment District No. 2004-VSD (Shadow Hills Interceptor) Limited Obligation Improvement Bonds, Series 2005. Governments or governmental entities (Issuers) issuing bonds must meet specific continuing disclosure standards outlined in Continuing Disclosure Agreements (CDA). Under these contractual agreements, the Issuer commits to providing specific financial information and notices of listed events to the marketplace. Pursuant to the Continuing Disclosure Certificates, the Continuing Disclosure Annual Reports are due by February 15 each year. The District is within its debt ratio and has met all payments.

7.4 Review the Annual Debt Transparency Report Submitted to the California Debt and Investment Advisory Commission (CDIAC) for the 2022 Installment Sale Agreement $71,000,000 Recycled Water Project Phase 1

Jason Dafforn, General Manager, reported that all California state and local public debt issuers must submit an annual debt transparency report to the California Debt and Investment Advisory Commission ("CDIAC"). The report is due by January 31 of each year for any debt outstanding at any point during the prior fiscal year. The report must contain the debt authorized during the fiscal year, the debt outstanding during the fiscal year, and information on the use of debt proceeds during the fiscal year. The District is within its debt ratio and has met all payments for its Bank of America loan.

7.5 Approval of a Three-Year Lease Agreement Between Mobile Modular Management Corporation and Valley Sanitary District in an Amount Not to Exceed $133,392

The District wants to take over the lease of the 48X60 office trailer currently occupied by Walsh Construction Company II, LLC. The trailer will replace the current trailer occupied by the Maintenance Department and will be used as office space and a meeting facility for the District. The lease is for three years for an amount of $133,392 and includes estimated return-related services. The expenses will be included in the budget for their respective contract year.

ACTION TAKEN:

MOTION: Vice President Duran motioned to approve the three-year lease agreement between Mobile Modular Management Corporation and Valley Sanitary District in an amount not to exceed $133,392 and authorize the General Manager to execute the agreement and any other documents necessary to effectuate this action. Director Santana seconded the motion. Motion carried by the following roll call vote:
AYES: Canero, Duran, Jimenez, Santana
ABSENT: Sear
NOES: None
MINUTE ORDER NO. 2025-3453

7.6 Authorize the General Manager to Execute Contract Amendment No. 3 to the Contract with Leighton & Associates for Third-Party Inspection Services for the Recycled Water Project – Phase 1 in an Amount Not to Exceed $49,589

On November 22, 2022, the Board of Directors authorized the General Manager to enter into a Professional Services Agreement with Leighton & Associates to provide third-party inspection services for the Recycled Water Project - Phase 1. Leighton & Associates' original proposal was based on limited information available on the needed testing and inspection work over the course of the three-year project. The amount of inspection work needed was not quantified, and the consultant was required to provide an initial work phase to execute the contract. Amendment #1 was approved in January 2024 due to

most of the contract amount being utilized by that point. Amendment #2 was approved in April 2024 to add electrical conduit, spacing, and related electrical improvements to the contract that needed inspection. Amendment #3 is needed to increase the remaining budget in the contract to cover the remainder of this construction project. Originally, Recycled Water Project Phase 1 was planned to be completed by May 2025. Due to delays in receiving critical electrical equipment, this project is expected to extend to September. Most construction work is expected to be completed by July. The remainder of the work will cover the testing of equipment, commissioning of major equipment, and punch list work. Leighton included a contingency amount in their latest proposal to cover the commissioning and punch list work that may need inspections.

ACTION TAKEN:

MOTION: Director Jimenez motioned to approve the General Manager to execute amendment #3 to the contract with Leighton & Associates to perform third-party inspection services for the Recycled Water Project - Phase 1 in an amount not to exceed $49,589. Vice President Duran seconded the motion. Motion carried by the following roll call vote:
AYES: Canero, Duran, Jimenez, Santana
ABSENT: Sear
NOES: None
MINUTE ORDER NO. 2025-3454

8. GENERAL MANAGER'S ITEMS

8.1 Receive Monthly General Managers Report for January 2025

Jason Dafforn, General Manager, presented the report for January 2025 to the Board of Directors.

9. COMMITTEE REPORTS

9.1 Update on the Operations Committee Meeting – February 4, 2025

The Committee selected Director Debra Canero as the Operations Committee Chairperson for 2025. The Committee also received an update on the Recycled Water Project, Phase 1, the Westward Ho Sewer Siphon Project, the Biosolids Conversion Project, and the Facilities Master Plan Project.

10. DIRECTOR'S ITEMS

Director Jimenez stated it was good to attend the CASA Winter Conference and to support Bill Teague. President Canero stated that AI was highlighted at the conference and how

it can be utilized in business. There was also a discussion of biosolids at the conference. President Canero thanked Mr. Dafforn for the great job he did in his speech honoring Mr. Teague. Vice President Duran would like to encourage more staff to attend the CASA Conferences.

11. INFORMATIONAL ITEMS

The board meeting scheduled for February 25, 2025, is canceled due to the attendance of President Canero, Director Jimenez, and Jason Dafforn at the CASA DC Forum in Washington, D.C., on February 23-27, 2025. Upcoming events include a breakfast with Assemblymember Gonzales on February 28, 2025, and a breakfast with Supervisor Perez on March 10, 2025.

12. ADJOURNMENT

With no further business to discuss, the meeting was adjourned at 2:24 p.m. The next regular Board meeting will be on February 25, 2025.

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

ITEM 7.2
ACTION

Valley Sanitary District

DATE: **March 11, 2025**

TO: **Board of Directors**

FROM: **Jeanette Juarez, Chief Administrative Officer**

SUBJECT: **APPROVE WARRANTS FOR MARCH 11, 2025**

Suggested Action
Approve

Strategic Plan Compliance
GOAL 2: FINANCE. Sustainable, Long-Term Funding is in Place

Fiscal Impact
The total charges incurred for the warrants from February 4, 2025 through March 3, 2025, are $2,363,098.83.

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

Background
The attached warrants list shows all disbursements from February 4, 2025, through March 3, 2025.

Recommendation
Approve the warrants for March 11, 2025.

Attachments
7.2 Attachment A Warrants for March 11, 2025.pdf

DISBURSEMENTS
Approved at the Board Meeting of
March 11, 2025

43398	Cintas Corp	Uniforms, mats, towels etc - 01/23/2025	$689.35
43399	City of Indio	Cutting and welding permit - Mar 2025-Mar 2026	$3,958.79
43400	Clinisys, Inc.	Subscription fees CY 2025	$13,750.00
43401	CPS HR Consulting	WW Operations Manager recruitment	$8,000.00
43402	Desert Hose & Supply	3/4" ghm x 3/4 mpt	$35.50
43402	Desert Hose & Supply	3" stainless center punch	$68.60
43402	Desert Hose & Supply	2 1/2" x 50 ft dj cpld nst	$541.54
43402	Desert Hose & Supply	Miniature clamp	$434.79
43403	Diamond Environmental Services, LP	Restroom rental - 01/20/2025-02/16/2025	$262.11
43404	E.S. Babcock & Sons, Inc.	Weekly samples WWTP - 01/09/2025	$274.98
43405	EPIC IO Technologies, Inc	Epic io services - Feb 2025	$199.35
43406	Harrell & Company Advisors, LLC	Filing of continuing disclosure annual report	$2,000.00
43407	Hoch Consulting, APC	RWP study - Dec 2024	$37,778.75
43408	IDEXX Distribution, Inc.	Irradiated colilert	$1,072.43
43409	Interscan Corporation	Gas D 8000 gas detector hydrogen sulfide sensor	$6,545.00
43410	Linde Gas & Equipment Inc.	Carbon dioxide aluminum 20LB	$539.89
43411	Master's Refreshment Services LLC	Bottom loader rental	$19.58
43411	Master's Refreshment Services LLC	Water dispenser rental - q1 2025	$176.18
43412	Merchants Building Maintenance, LLC	Janitorial services - Jan 2025	$3,375.25
43413	Miguel Serna	Hotel parking reimbursement LCW Conference	$30.00
43414	Motion Industries, Inc.	Sch 80 fpt 45	$61.24
43414	Motion Industries, Inc.	Ang con. ball bearings	$292.57
43415	ReadyRefresh by Nestle	Distilled water jugs	$241.79
43416	Southern California Boiler, Inc.	Service call - trouble shoot boiler	$7,496.42
43417	Total Care Work Injury Clinic	Pre employment screening	$165.00
43418	Tritech Software Systems	Asset management additional licenses for Ops - Feb 2025-2026	$4,058.16
43419	Underground Service Alert	New dig alerts - Jan 2025	$163.55
43419	Underground Service Alert	Board fee - Jan 2025	$74.88
43420	United Way of the Desert	PR 01/17/2025 - 01/30/2025 PD 02/07/2025	$20.00
43421	Univar Solutions	Sodium hypo - 01/02/2025	$11,684.37
43422	USA Blue Book	4 gal ldpe wide mouth carboy	$971.62
43422	USA Blue Book	Circular chart paper	$46.71
43423	Walters Wholesale Electric	Synchro crimp tool	$813.26
43424	Western Water Works	Repair clamp	$298.30
43425	Air & Hose Source, Inc.	SS hose clamps	$102.77
43426	Automation Pride	Labor, new relay, dc transformer	$456.38
43427	Best Best & Krieger LLP	General legal - Jan 2025	$9,452.06
43427	Best Best & Krieger LLP	Easement access sanchez property - January 2025	$3,702.80
43428	Caltest Analytical Laboratory	Weekly samples - 02/11/2025	$517.80
43428	Caltest Analytical Laboratory	Weekly samples - 01/31/2025	$517.80
43429	Carollo Engineering, Inc	Sewer siphon project - 01/31/2025	$63,275.00
43430	Cintas Corp	Uniforms, mats, towels etc - 02/06/2025	$591.97
43430	Cintas Corp	Uniforms, mats, towels etc - 01/30/2025	$568.44
43431	Core & Main LP	Hex bolt nut kit	$904.09
43432	Desert Hose & Supply	Female pipe	$134.74
43432	Desert Hose & Supply	Clearbraid tubing	$93.55
43433	DKF Solutions Group, LLC	Registration fee for collections team	$565.00
43434	E.S. Babcock & Sons, Inc.	Forager project master plan	$105.29
43434	E.S. Babcock & Sons, Inc.	Master plan wwtp - 02/15/2025	$196.95
43435	Eberhard Equipment	Tractor rebuild steering cylinder	$1,950.88
43435	Eberhard Equipment	Rack and pinion issues with tractor	$123.07
43436	Environmental Resource Associates	Dissolved oxygen	$292.45
43437	George Petersen Insurance Agency	Pollution policy - 03/01/2025-03/01/2026	$19,493.00
43438	Geotab USA, Inc	Vehicle telemetrics - 01/31/2025	$543.75
43439	Haaker Equipment Company	Hydraulic service on vactor	$4,161.84
43439	Haaker Equipment Company	Hydraulic service on second vactor	$4,150.03
43440	Hach Company	Buffer solution	$1,150.54
43441	High Tech Irrigation Inc.	SS elbow, coupling	$172.99
43442	Innovative Federal Strategies LLC	Jan 2025 services	$6,750.00
43443	James W Fowler Co	Sewer siphon project - Jan 2025	$499,184.15
43444	Jeanette Juarez	Arbinger institute travel reimbursement - 2025	$278.96
43445	JM Test Systems, LLC	Test rubber gloves	$34.50
43446	Linde Gas & Equipment Inc.	Tank rental - 12/20/2024-01/20/2025	$169.52
43447	Mariposa Landscapes, Inc	Landscaping - Jan 2025	$1,658.03
43448	Master's Refreshment Services LLC	Water services - 02/03/2025	$184.00
43449	Maya Federbush	P3S conference reimbursement	$298.26
43450	McMaster-Carr Supply Co.	9v size disposable batteries	$239.36
43451	Merchants Building Maintenance, LLC	Janitorial - Feb 2025	$3,375.25
43452	Merrimac Energy Group	Fuel delivery - 01/31/2025	$4,241.25
43453	Mobile Modular Management Corp	Office trailer rental - 01/26/2025-02/24/2025	$928.02
43454	Motion Industries, Inc.	Freight fee	$636.89
43454	Motion Industries, Inc.	Astro grip	$122.24
43454	Motion Industries, Inc.	Black nitrile glove	$86.24
43454	Motion Industries, Inc.	Self dump hopper	$5,263.50
43455	Plumbers Depot Inc.	Hose	$2,604.53
43456	Pyro-Comm Systems	Fire alarm monitoring Feb 2025-April 2025	$135.00
43457	Quinn Company	Perform PM2 generator test	$1,467.67
43457	Quinn Company	Perform PM5 testing	$1,750.00
43457	Quinn Company	Perform PM5 test	$2,700.00
43457	Quinn Company	Perform pm5	$2,450.00
43457	Quinn Company	Perform pm2 test	$2,028.60

43457	Quinn Company	Perform pm2 test	$2,392.52
43458	Schneider Electric Buildings Americas, Inc	RWP amendment #2 - Jan 2025	$210,733.31
43459	Southwest Networks, Inc.	Laptop fee - director jimenez	$100.00
43459	Southwest Networks, Inc.	Guardian IT Q1 2025	$48.00
43459	Southwest Networks, Inc.	Copilot office 365 - Feb-mar 2025	$45.00
43459	Southwest Networks, Inc.	Guardian bdr storage - Mar 2025	$929.00
43459	Southwest Networks, Inc.	Labor - Jan 2025	$617.50
43460	Southwest Protective Services, Inc	Jan 2025 services	$10,264.62
43461	Superior Truck & Auto LLC	DOT inspections on units	$1,625.00
43462	Tops 'N Barricades Inc.	Vests	$70.73
43463	Total Compensation Systems, Inc.	GASB 75 roll forward valuation - 2nd installment	$832.50
43464	Townsend Public Affairs, Inc	Consulting - Feb 2025	$5,000.00
43465	Underground Service Alert	Board fees - Feb 2025	$74.88
43465	Underground Service Alert	Dig alerts - Feb 2025	$269.00
43466	United Way of the Desert	PR 01/31/2025 - 02/13/2025 PD 02/21/2025	$20.00
43467	Univar Solutions	Sodium hypo - 02/01/2025	$12,215.94
43468	USA Blue Book	Kimwipes disposal wipes	$418.37
43469	Caltest Analytical Laboratory	Weekly samples - 02/19/2025	$497.80
43470	Cart Mart, Inc.	Actuator, bed lift	$728.38
43470	Cart Mart, Inc.	Batteries	$1,473.93
43470	Cart Mart, Inc.	Club car	$147.70
43471	Cintas Corp	Uniforms, mats, towels etc - 02/27/2025	$551.48
43471	Cintas Corp	First aid supplies - 02/13/2025	$343.31
43472	Daniels Tire Service, Inc.	Front and rear alignment - truck #10	$139.99
43473	Debra Canero	CASA winter conference 2025 reimbursement	$80.64
43474	Desert Hose & Supply	Telehandler repair items	$64.16
43474	Desert Hose & Supply	Hydraulic leak repair - telehandler	$64.71
43474	Desert Hose & Supply	Grease coupler	$803.71
43475	Diamond Environmental Services, LP	Restroom rental - 02/17/2025-03/16/2025	$262.11
43476	Eberhard Equipment	Assembly pump	$516.98
43477	Fulton Distributing Co.	Can liners	$145.05
43478	Geotab USA, Inc	Vehicle telemetrics - February 2025	$543.75
43479	High Tech Irrigation Inc.	Trench shovel, weldon pint	$351.07
43480	Innovative Federal Strategies LLC	Retainer - sept 2024	$6,750.00
43481	Linde Gas & Equipment Inc.	Tank rental - 01/20/2025-02/20/2025	$169.52
43482	Lystek International Ltd.	Design services - Dec 2024 and Jan 2025	$67,680.00
43483	Maya Federbush	Grade 1 exam reimbursement	$209.00
43484	McMaster-Carr Supply Co.	Open house pipe supplies	$224.43
43484	McMaster-Carr Supply Co.	Stainless steel hex head screws	$1,024.38
43484	McMaster-Carr Supply Co.	Flame retardant hard tubing	$20.53
43484	McMaster-Carr Supply Co.	Supplies for open house - engineering team	$89.82
43484	McMaster-Carr Supply Co.	Yor-lok fitting for copper tubing	$110.27
43485	Motion Industries, Inc.	Centrifugal pump	$300.66
43485	Motion Industries, Inc.	PVC pipe	$1,200.72
43485	Motion Industries, Inc.	Gloves, hand protection	$67.86
43485	Motion Industries, Inc.	Hyd flow valve	$271.77
43486	Occupational Health Centers of California, A Medical Corp.	Pre employment screening	$178.00
43487	Quinn Company	Test transfer switch	$1,400.00
43487	Quinn Company	Test transfer switch	$1,400.00
43487	Quinn Company	Test transfer switch	$1,400.00
43487	Quinn Company	Cat hydo adv 10w	$24.71
43488	Rivco Mechanical Service, Inc.	Lab ac unit repairs	$481.00
43489	Safety-Kleen Systems, Inc.	Parts washer	$242.20
43490	Sam's Fence Inc.	Chain link fence sealing	$3,875.00
43491	Staples Advantage	New charges - Feb 2025	$270.87
43492	Synagro West, LLC	Biosolids hauling - 02/01/2025	$3,346.88
43493	United Way of the Desert	PR 02/14/2025 - 02/27/2025 PD 03/07/2025	$20.00
43494	Univar Solutions	Sodium hypo - 02/10/2025	$12,154.61
43494	Univar Solutions	Sodium hypo - 02/20/2025	$11,653.70
43494	Univar Solutions	Sodium bisulfite - 02/12/2025	$6,541.89
43495	USA Blue Book	CPVC repl basket	$362.49
43496	Walters Wholesale Electric	Electrical tape	$438.57
43497	Western Water Works	Transition gasket	$423.04
43498	Yellow Mart	safety boots - Rudy. S.	$191.37
202502211	LAIF	Transfer from LAIF to WF	$600,000.00
202502041	Imperial Irrigation District	Electricity - December 2024	$86,175.01
202502111	Indio Water Authority	Water - December 2024	$1,004.17
202502116	CalPERS Retirement	PR 01/31/2025 - 02/13/2025 PD 02/21/2025	$27,946.01
202502121	Frontier Communications	Telephone service - January 2025	$113.59
202502141	Basic	Funds withdrawn - 02/14/2025	$513.11
202502181	SoCal Gas	Gas service - January 2025	$575.39
202502190	Grainger	Repair clamp	$236.62
202502191	Grainger	Architects ruler	$20.88
202502192	Grainger	Cordless hammer	$599.27
202502193	Grainger	Time delay relay	$173.19
202502194	Grainger	Zoom spout oiler	$37.42
202502195	Grainger	Adj comprt bx mechanical	$26.20
202502196	Grainger	Detector tube	$327.52
202502197	Rudy's Pest Control	Pest control - 02/11/2025	$200.00
202502198	Grainger	Elect ball valve actuator	$1,345.53
202502199	Grainger	Hydraulic oil	$17.59
202502211	Indio Water Authority	Water - December 2024 - Estimate for account - 127500	$500.00
202502212	Paychex - Direct Deposit	PR 01/31/2025 - 02/13/2025 PD 02/21/2025	$103,579.06
202502213	Paychex - Garnishment	PR 01/31/2025 - 02/13/2025 PD 02/21/2025	$269.07
202502214	Paychex - Tax	PR 01/31/2025 - 02/13/2025 PD 02/21/2025	$50,328.26
202502215	Paychex - Fee	PR 01/31/2025 - 02/13/2025 PD 02/21/2025	$300.41

202502216	CalPERS 457	PR 01/31/2025 - 02/13/2025 PD 02/21/2025	$1,922.53
202502217	Empower (formerly Mass Mutual)	PR 01/31/2025 - 02/13/2025 PD 02/21/2025	$10.00
202502218	Nationwide Retirement Solution	PR 01/31/2025 - 02/13/2025 PD 02/21/2025	$2,671.13
202502219	Mission Square (formerly ICMARC / Vantage Point)	PR 01/31/2025 - 02/13/2025 PD 02/21/2025	$1,470.00
202502221	Standard Insurance Company	Dental and Vision insurance - March 2025	$4,941.64
202502222	Standard Insurance Company	Life and disability insurance - March 2025	$2,043.71
202502223	CalPERS Health	Health insurance - March 2025	$63,696.42
202502251	Umpqua Bank	Umpqua statement - January 2025	$21,582.61
202502281	De Lage Landen Financial Services, Inc	sharp lease - Dec 2025	$212.07
202502282	Verizon Wireless	Cell service - February 2025	$1,358.55
202502289	Domino Solar LTD	Electricity - January 2025	$6,749.02
202503031	Colonial Life	Rodolfo-Santana - February 2025	$52.38
202503032	Colonial Life	PR 01/31/2025 - 02/13/2025 PD 02/21/2025	$1,081.67
202503033	Colonial Life	PR 01/17/2025 - 01/30/2025 PD 02/07/2025	$1,081.67
202503041	Grainger	Glass mic filter	$367.90
202503042	Grainger	Key reel	$34.47
202503043	Grainger	Mini pleat air filter	$776.60
202503044	Grainger	Condensate pan treatment	$444.58
202503045	Grainger	Underhoist auxiliary support stand	$457.74
202503046	Grainger	Disposable gloves	$94.18
202503051	Imperial Irrigation District	Electricity - January 2025	$62,601.37
202503071	Paychex - Tax	PR 02/14/2025 - 02/27/2025 PD 03/07/2025	$49,144.46
202503072	Paychex - Garnishment	PR 02/14/2025 - 02/27/2025 PD 03/07/2025	$269.07
202503073	Paychex - Direct Deposit	PR 02/14/2025 - 02/27/2025 PD 03/07/2025	$98,496.52
202503074	Paychex - Fee	PR 02/14/2025 - 02/27/2025 PD 03/07/2025	$285.80
202503075	Empower (formerly Mass Mutual)	PR 02/14/2025 - 02/27/2025 PD 03/07/2025	$10.00
202503076	Mission Square (formerly ICMARC / Vantage Point)	PR 02/14/2025 - 02/27/2025 PD 03/07/2025	$1,470.00
202503077	Nationwide Retirement Solution	PR 02/14/2025 - 02/27/2025 PD 03/07/2025	$2,782.98
202503078	CalPERS Retirement	PR 02/14/2025 - 02/27/2025 PD 03/07/2025	$28,359.74
202503079	CalPERS 457	PR 02/14/2025 - 02/27/2025 PD 03/07/2025	$1,922.53
202503101	City of Coachella	Water - February 2025	$48.02
202503102	Burrtec Waste & Recycling Svcs	Trash service - March 2025	$316.82
202503111	Indio Water Authority	Water - January 2025	$1,210.80
		Total	$2,363,098.83

ITEM 7.3
ACTION

Valley Sanitary District

DATE:	**March 11, 2025**
TO:	**Board of Directors**
FROM:	**Ron Buchwald, District Engineer**
SUBJECT:	**ACCEPTANCE OF THE GRANT OF EASEMENT FOR SEWER MAIN PURPOSES**

Suggested Action
Approve

Strategic Plan Compliance
GOAL 6: Improve Planning, Administration and Governance

Fiscal Impact

There is no fiscal impact from the recommended action.

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

Background

The easements that are to be granted to Valley Sanitary District are in the private streets within Tract 38072-4 located east of Jackson Street and South of Avenue 49, in the Dolfina subdivision. Attached is the Tract Maps, which includes the Certificate of Acceptance, showing the location of the sewer easement within the private roads.

Recommendation

Staff recommends that the Board of Directors authorize the General Manager to sign the Certificate of Acceptance for the Grant of Easement for sewer main purposes as shown on the Tract Maps.

Attachments

7.3 Attachment A Tract Map 38072-4.pdf

IN THE CITY OF INDIO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT NO. 38072-4

BEING A SUBDIVISION OF LOT 33 OF TRACT NO. 38072-3, AS RECORDED IN M.B. 496 PAGES 95-97
IN SECTION 36, TOWNSHIP 5 SOUTH, RANGE 7 EAST, SAN BERNARDINO MERIDIAN

HEITEC CONSULTING

MARCH, 2024

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2025, AT __M. IN BOOK _____ OF MAPS AT PAGES _____, AT THE REQUEST OF THE CITY OF INDIO.
NO. _____
FEE: _____,
PETER ALDANA
ASSESSOR – COUNTY CLERK – RECORDER

BY: _____, DEPUTY
SUBDIVISION GUARANTEE: FIRST AMERICAN TITLE COMPANY

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE TO SAID LAND; THAT WE HEREBY CONSENT TO THE MAKING AND RECORDING OF THIS FINAL MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

WE HEREBY RETAIN LOTS "A" THROUGH "F", INCLUSIVE, INDICATED AS "PRIVATE STREETS", AS SHOWN HEREON FOR PRIVATE USE FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNERS AND LOT OWNERS WITHIN THIS TRACT MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: TO THE CITY OF INDIO IN BEHALF OF THE PUBLIC FOR PUBLIC UTILITY PURPOSES DESIGNATED AS "10 P.U.E." HEREON, ALONG WITH THE RIGHT OF INGRESS AND EGRESS OF SERVICE AND EMERGENCY VEHICLES OVER LOTS "A" THROUGH "F" INCLUSIVE, DESIGNATED AS PRIVATE STREETS.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: TO THE IMPERIAL IRRIGATION DISTRICT AN EASEMENT OVER PRIVATE STREET LOTS "A" THROUGH "F" INCLUSIVE, AND THE 10' PUBLIC UTILITY EASEMENT DESIGNATED AS "10' P.U.E." HEREON, FOR THE EXCAVATION, LAYING CONSTRUCTION, INSTALLATION, MAINTENANCE, OPERATION, INSPECTION, REPAIR, REPLACEMENT, AND REMOVAL OF ELECTRICAL LINES, WIRES, CABLES, DUCTS, SUPPORTS, FIXTURES, FACILITIES AND APPURTENANCES, WITH THE RIGHT OF INGRESS AND EGRESS OVER AND WITHIN SAME FOR MAINTENANCE, OPERATION AND EMERGENCY VEHICLES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: TO VALLEY SANITARY DISTRICT AN EASEMENT OVER PRIVATE STREET LOTS "A" THROUGH "F" INCLUSIVE. THE EASEMENTS SO DEDICATED INCLUDE THE RIGHT TO ENTER UPON SAID LANDS, TO SURVEY, CONSTRUCT, RECONSTRUCT, LAY, RELAY, MAINTAIN, OPERATE, CONTROL, USE AND REMOVE PIPELINES, FIXTURES AND APPURTENANCES, AND TO REMOVE OBJECTS INTERFERING WITH THE CONSTRUCTION, OPERATION AND MAINTENANCE THEREOF.

COCO PALMS 27, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____ _____
SIGNATURE DATE PRINT NAME AND TITLE

NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
) SS
COUNTY OF _____)

ON _____, 20__, BEFORE ME, _____
(HERE INSERT NAME AND TITLE OF THE OFFICER),
PERSONALLY APPEARED_____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

Signature _____ (SEAL)

SIGNATURE OMISSIONS

PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED.

IRRIGATION PIPELINE EASEMENT PER DOCUMENT 2024–0356493, RECORDED NOVEMBER 19, 2024.

PRIVATE WATER AND IRRIGATION LINE EASEMENT PER DOCUMENT 2025–0022307, RECORDED JANUARY 23, 2025.

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE $_____.

DATED:_____, 2025 BY:_____DEPUTY
MATTHEW JENNINGS
COUNTY TAX COLLECTOR

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF $_____ HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE, AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATED:_____, 2025 BY:_____DEPUTY
MATTHEW JENNINGS

CERTIFICATE OF ACCEPTANCE

I HEREBY CERTIFY THAT UNDER THE AUTHORITY GRANTED TO ME BY THE GOVERNING BOARD OF VALLEY SANITARY DISTRICT, A POLITICAL SUBDIVISION, THAT I ACCEPT ON BEHALF OF SAID DISTRICT, ITS SUCCESSORS OR ASSIGNS, THE DEDICATION OF EASEMENTS FOR SANITARY SEWER FACILITIES AS OFFERED HEREIN.

DATED:_____, 2025 BY:_____
JASON DAFFORN – GENERAL MANAGER
VALLEY SANITARY DISTRICT

CERTIFICATE OF ACCEPTANCE - GOV. CODE SEC. 27281

I HEREBY CERTIFY THAT UNDER THE AUTHORITY GRANTED TO ME BY THE BOARD OF DIRECTORS OF THE IMPERIAL IRRIGATION DISTRICT, PER RESOLUTION NO. 15–90, DATED MARCH 22, 1990, THAT I ACCEPT ON BEHALF OF SAID DISTRICT, ITS SUCCESSOR'S OR ASSIGNS, THE EASEMENTS OFFERED TO IMPERIAL IRRIGATION DISTRICT AS SHOWN ON THIS MAP FOR ELECTRICAL POWER FACILITIES.

DATED_____, 2025 BY:_____
LAURA CERVANTES, REAL ESTATE SUPERVISOR
IMPERIAL IRRIGATION DISTRICT

CITY COUNCIL CERTIFICATE

RESOLVED THAT THIS MAP, CONSISTING OF THREE (3) SHEETS BE AND THE SAME IS HEREBY ACCEPTED AS THE FINAL MAP OF TRACT NO. 38072–4, A SUBDIVISION OF LAND. THE PUBLIC UTILITY EASEMENTS NOTED ON SAID MAP AS "10' P.U.E." ARE HEREBY ACCEPTED FOR PUBLIC UTILITY PURPOSES. THE PUBLIC UTILITY EASEMENTS ALONG WITH THE RIGHT OF INGRESS AND EGRESS OF SERVICE AND EMERGENCY VEHICLES OVER LOTS "A" THROUGH "F", INCLUSIVE ARE HEREBY ALSO ACCEPTED. THE CITY CLERK IS HEREBY AUTHORIZED AND DIRECTED TO ATTEST SAID MAP BY SIGNING HER NAME THERETO AS CITY CLERK OF THE CITY OF INDIO, CALIFORNIA, AND TO AFFIX THE OFFICIAL SEAL OF SAID CITY THERETO. I HEREBY CERTIFY THAT THE FORGOING RESOLUTION WAS ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF INDIO THIS _____ DAY OF _____, 202__.

_____
CYNTHIA HERNANDEZ, CITY CLERK
OF THE CITY OF INDIO

OWNER'S DEVELOPMENT LIEN NOTICE

AN OWNER'S DEVELOPMENT LIEN HAS BEEN CREATED PURSUANT TO THE PROVISIONS OF ARTICLE 2.5 (COMMENCING WITH SECTION 17430) OF CHAPTER 4 OF PART 10.5 OF THE EDUCATION CODE ON THE REAL PROPERTY SUBJECT TO THE FINAL MAP. THE PROPERTY SUBDIVIDED IS SUBJECT TO AN OWNER'S DEVELOPMENT LIEN AS RECORDED IN THE RESOLUTION CREATING SAID LIEN IN INSTRUMENT 202__–_____, RECORDED __/__, 202__ IN THE COUNTY OF RIVERSIDE RECORDER'S OFFICE, AND THAT EACH PARCEL CREATED BY THE RECORDATION OF THE FINAL MAP SHALL BE SUBJECT TO A PRORATED AMOUNT OF THE OWNER'S DEVELOPMENT LIEN ON A PER ACRE OR PORTION THEREOF BASIS.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF COCO PALMS 27, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY IN OCTOBER 2020. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT THE MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN, OR WILL BE IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP. THE MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. THIS SURVEY IS TRUE AND COMPLETE AS SHOWN.

DATED:_____, 2025 _____
DAVID HACKER, P.L.S. NO. 5128

PROFESSIONAL LAND SURVEYOR
DAVID HACKER
No. 5128
STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I, JUAN RAYA, CITY ENGINEER OF THE CITY OF INDIO, STATE OF CALIFORNIA, STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND IT TO BE SUBSTANTIALLY IN CONFORMANCE WITH THE TENTATIVE MAP, IF REQUIRED, AS FILED WITH, AMENDED AND APPROVED BY THE CITY PLANNING COMMISSION; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND CITY SUBDIVISION REGULATIONS HAVE BEEN COMPLIED WITH.

DATED:_____, 2025 _____
CITY ENGINEER
JUAN RAYA
R.C.E. 68510

REGISTERED PROFESSIONAL ENGINEER
JUAN RAYA
No. 68510
CIVIL
STATE OF CALIFORNIA

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND THAT IT CONFORMS WITH MAPPING PROVISIONS OF THE SUBDIVISION MAP ACT AND I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

DATED:_____, 2025 _____
ACTING CITY SURVEYOR
NOEL OWSLEY
P.L.S. 6972

PROFESSIONAL LAND SURVEYOR
NOEL OWSLEY
No. 6972
STATE OF CALIFORNIA

CITY CLERK'S STATEMENT

I, CYNTHIA HERNANDEZ, CITY CLERK OF INDIO, STATE OF CALIFORNIA, DO HEREBY STATE THAT AN UNDERTAKING SATISFACTORY TO THE CITY COUNCIL OF SAID CITY GUARANTEEING THE CONSTRUCTION OF REQUIRED IMPROVEMENTS IN THE SUBDIVISION WAS APPROVED AND FILED IN MY OFFICE PRIOR TO THE FINAL ACCEPTANCE OF THIS SUBDIVISION AND MAP.

IN WITNESS WHEREOF, I HAVE UNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF INDIO, CALIFORNIA, THIS _____ DAY OF _____, 2025.

DATED:_____, 2025 _____
CYNTHIA HERNANDEZ, CITY CLERK
OF THE CITY OF INDIO

PLANNING COMMISSION'S CERTIFICATE

I HEREBY CERTIFY THAT THE TENTATIVE MAP FOR TRACT NO. 38072 WAS APPROVED BY THE INDIO CITY PLANNING COMMISSION AT ITS MEETING HELD ON APRIL 20, 2022.

_____
SECRETARY OF THE PLANNING COMMISSION OF THE CITY OF INDIO

IN THE CITY OF INDIO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

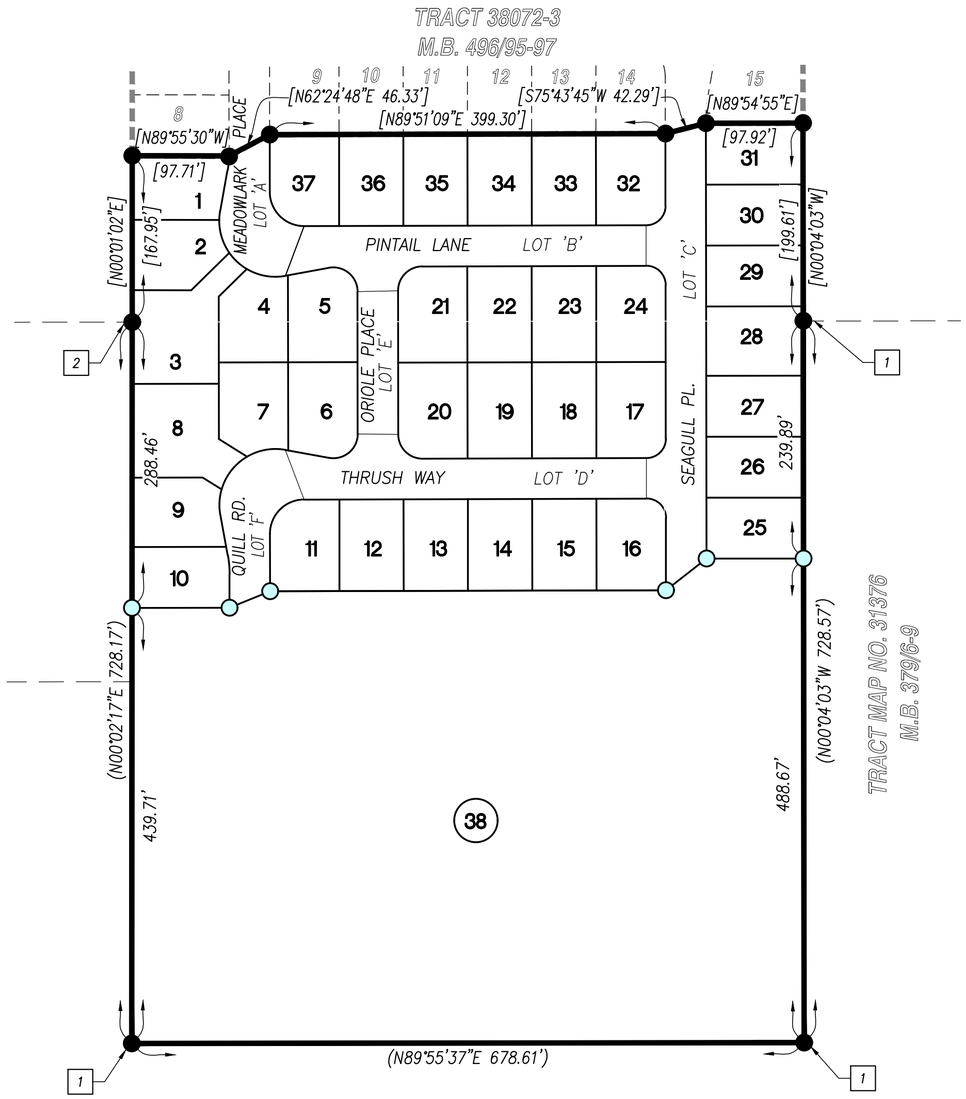
TRACT NO. 38072-4

BEING A SUBDIVISION OF LOT 33 OF TRACT NO. 38072-3, AS RECORDED IN M.B. 496 PAGES 95-97
IN SECTION 36, TOWNSHIP 5 SOUTH, RANGE 7 EAST, SAN BERNARDINO MERIDIAN

HEITEC CONSULTING

MARCH, 2024

0 50 100 200 400
GRAPHIC SCALE: 1"=100'



BOUNDARY MAP

SURVEYOR'S NOTES:

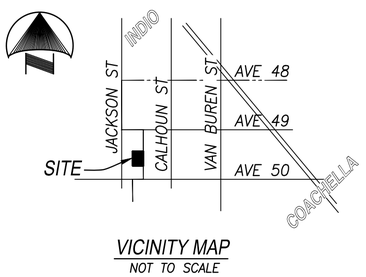
- □ SET TYPE 1 MON. STAMPED "L.S. 5128" PER CITY OF INDIO STD. PLAN NO. 512, WITH MONUMENT TIE-OUT PER STD. PLAN NO. 510 AND 511.
- ○ SET 1" I.P. WITH TAG "L.S. 5128" AT ALL LOT CORNERS, UNLESS NOTED OTHERWISE.
  SET NAIL & TAG "L.S. 5128" IN TOP OF CURB AT THE PROLONGATION OF THE SIDE LOT LINES IN LIEU OF FRONT LOT CORNERS.
  SET NAIL & TAG "L.S." 5128" IN TOP OF BLOCK WALLS OR IN THE FOOTING AT ALL REAR LOT CORNERS WHERE BLOCK WALLS ARE CONSTRUCTED.
- ● INDICATES FOUND 1" I.P. WITH TAG "L.S. 5128", UNLESS OTHERWISE NOTED.
- ■ INDICATES FOUND TYPE 1 MONUMENT STAMPED "L.S. 5128" PER CITY OF INDIO STD. PLAN 512, FLUSH, IN PAVEMENT, PER TRACT 38072-1, M.B. 494/28-30.
- ( ) INDICATES MEASURED AND RECORD PER TRACT 38072-1, M.B. 494/28-30.
- [ ] INDICATES MEASURED AND RECORD PER TRACT 38072-3, M.B. 494/28-30.
- [1] FOUND 1" IRON PIPE, WITH TAG "L.S. 5128", FLUSH, PER TRACT 38072-1, M.B. 494/28-30.
- [2] FOUND 3/4 IRON PIPE, WITH TAG "L.S. 5128", FLUSH PER TRACT 38072-1, M.B. 494/28-30.

LEGEND:

C/L	CENTERLINE	N	NORTH
E	EAST	REF.	REFERENCE
EST.	ESTABLISHED	M.B.	MAP BOOK
IP	IRON PIPE	S	SOUTH
MON.	MONUMENT	SEC.	SECTION
AC.	ACRE	W	WEST
ESMT.	EASEMENT	P.U.E.	PUBLIC UTILITY EASEMENT
		S.F.	SQUARE FEET

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE SOUTH TRACT LINE OF 38072-1 AS SHOWN ON TRACT 38072-1, M.B. 494/28-30, BEING,
NORTH 89°55'37" EAST.



VICINITY MAP
NOT TO SCALE

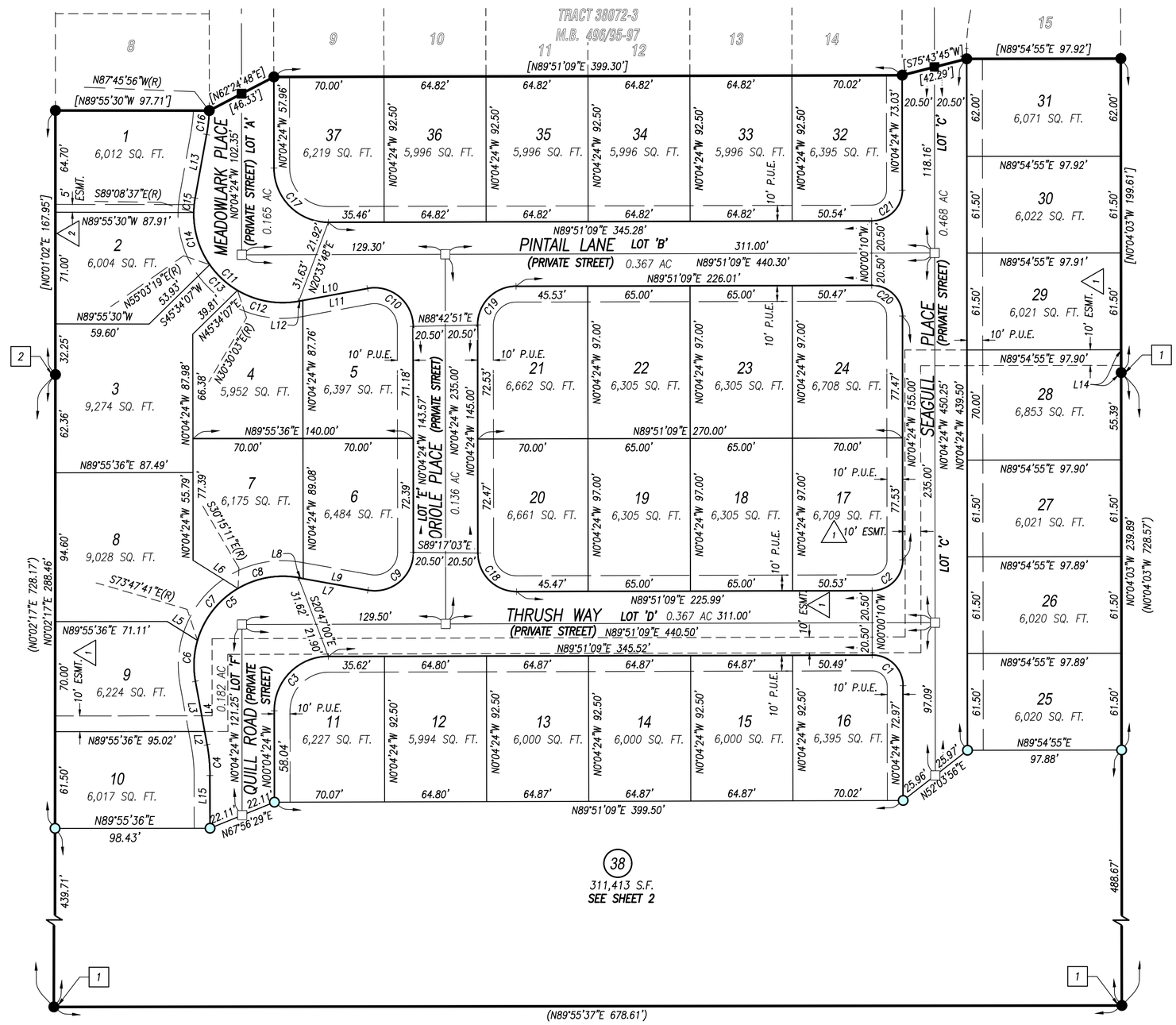
IN THE CITY OF INDIO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

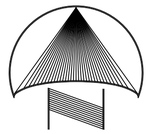
TRACT NO. 38072-4

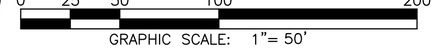
BEING A SUBDIVISION OF LOT 33 OF TRACT NO. 38072-3, AS RECORDED IN M.B. 496 PAGES 95-97
IN SECTION 36, TOWNSHIP 5 SOUTH, RANGE 7 EAST, SAN BERNARDINO MERIDIAN

HEITEC CONSULTING

MARCH, 2024







CURVE DATA			
CURVE #	LENGTH	RADIUS	DELTA
C1	30.66'	19.50'	90°04'27"
C2	30.61'	19.50'	89°55'33"
C3	54.15'	34.50'	89°55'33"
C4	19.68'	109.50'	10°17'48"
C5	108.98'	56.50'	110°31'09"
C6	26.21'	56.50'	26°34'32"
C7	42.94'	56.50'	43°32'30"
C8	39.84'	56.50'	40°24'07"
C9	42.86'	24.50'	100°13'21"
C10	42.92'	24.50'	100°22'15"
C11	109.13'	56.50'	110°40'03"
C12	40.38'	56.50'	40°56'42"
C13	24.21'	56.50'	24°33'16"
C14	35.30'	56.50'	35°48'05"
C15	9.24'	56.50'	9°22'01"
C16	15.27'	109.50'	7°59'20"
C17	54.24'	34.50'	90°04'27"
C18	38.52'	24.50'	90°04'27"
C19	38.45'	24.50'	89°55'33"
C20	30.66'	19.50'	90°04'27"
C21	30.61'	19.50'	89°55'33"

LINE TABLE		
LINE #	LENGTH	BEARING
L2	8.51'	N10°22'12"W
L3	32.48'	N10°22'12"W
L4	40.99'	N10°22'12"W
L5	22.80'	N58°01'05"W
L6	33.74'	N58°01'05"W
L7	44.84'	N79°51'03"W
L8	3.02'	N79°51'03"W
L9	41.82'	N79°51'03"W
L10	44.45'	N79°33'21"E
L11	41.77'	N79°33'21"E
L12	2.67'	S79°33'21"W
L13	40.99'	S10°13'24"W
L14	14.61'	S00°04'03"E
L15	33.56'	N00°04'24"W

EASEMENTS:

1. IRRIGATION PIPELINE EASEMENT PER DOCUMENT 2024-0356493, RECORDED NOVEMBER 19, 2024.
2. PRIVATE WATER AND IRRIGATION LINE EASEMENT PER DOCUMENT 2025-0022307, RECORDED JANUARY 23, 2025.

NOTES:

SEE SHEET 2 FOR SURVEYOR'S NOTES, VICINITY MAP, BASIS OF BEARINGS AND LEGEND.

THIS TRACT CONTAINS LOTS 1-38, INCLUSIVE, AND LETTERED LOTS "A" THROUGH "F", INCLUSIVE.

LOTS 1-37, INCLUSIVE, AND LETTERED LOTS "A" THROUGH "F" INCLUSIVE CONTAIN **7.10 ACRES**.

LOT 38, INCLUSIVE, CONTAINS **7.15 ACRES.**

ITEM 7.4
ACTION

Valley Sanitary District

DATE:	**March 11, 2025**
TO:	**Board of Directors**
FROM:	**Jeanette Juarez, Chief Administrative Officer**
SUBJECT:	**MONTHLY CREDIT CARD REPORT FOR THE PERIOD ENDING JANUARY 31, 2025**

Suggested Action
Approve

Strategic Plan Compliance
GOAL 2: FINANCE. Sustainable, Long-Term Funding is in Place

Fiscal Impact
The total charges incurred for the credit card statement ending January 31 , 2025, are $21,582.61.

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

Background
The attached report summarizes the District's credit card expenditures for the statement ending January 31, 2025.

Recommendation
Approve the credit card report for the period ending January 31 , 2025.

Attachments
7.4 Attachment B Credit Card Transaction Jan 2025.xlsx
7.4 UMQUA STATEMENT JANUARY_Redacted.pdf

Diverted From Cardholder Name	Tran Date	Post Date	Merchant Name	MCC Description	Debits	Credits
ANNA BELL	1/24/2025	1/26/2025	SEAMLSS*CIROSRISTORANT	Eating Places Restaurants	$151.88	
ANNA BELL	1/24/2025	1/26/2025	SEAMLSS*CIROSRISTORANT	Eating Places Restaurants	$140.64	
BRANDEN RODRIGUEZ	1/29/2025	1/30/2025	READYREFRESH/WATERSERV	Miscellaneous & Specialty Retail Store	$455.66	
BRANDEN RODRIGUEZ	1/26/2025	1/27/2025	EIG*CONSTANTCONTACT.COM	Continuity/Subscription Merchants	$160.00	
BRANDEN RODRIGUEZ	1/15/2025	1/16/2025	FTD* FTD.COM	Florists	$82.15	
BRANDEN RODRIGUEZ	1/14/2025	1/14/2025	AMAZON MKTPL*ZG9Q65FM2	Book Stores	$66.70	
BRANDEN RODRIGUEZ	1/12/2025	1/13/2025	DOCUSIGN INC.	Digital Goods-Software Applications	$300.00	
BRANDEN RODRIGUEZ	1/9/2025	1/10/2025	AMAZON MKTPL*ZD6Y93OJ1	Book Stores	$24.45	
BRANDEN RODRIGUEZ	1/4/2025	1/5/2025	WALMART.COM	Discount Stores	($446.79)	($446.79)
BRANDEN RODRIGUEZ	1/3/2025	1/5/2025	STAPLES 00113241	Stationery Office & School Supply Sto	$2.81	
EDUARDO LUNA	1/30/2025	1/31/2025	SEPULVEDA BLDG INDIO	Lumber & Building Materials Storestran	$456.75	
EDUARDO LUNA	1/21/2025	1/22/2025	CARQUEST 7710	Automotive Parts Accessories Stores	$261.00	
HEBERTO MORENO	1/29/2025	1/31/2025	PAYPAL *OCTWATERQUA	Civic Social & Fraternal Associations	$196.80	
HEBERTO MORENO	1/29/2025	1/30/2025	OFFICE OF WATER PROGRAMS	Civic Social & Fraternal Associations	$241.50	
HEBERTO MORENO	1/28/2025	1/29/2025	TYL*INDIO SERV FEE	Government Services Not Elsewhere Clas	$61.41	
HEBERTO MORENO	1/28/2025	1/29/2025	EPHONAMATION.COM INC.	Business Services Not Elsewhere Classi	$155.80	
HEBERTO MORENO	1/28/2025	1/29/2025	INDIOCA*MISC GOV	Government Services Not Elsewhere Clas	$2,046.89	
HEBERTO MORENO	1/14/2025	1/16/2025	KSC & SON CORPORATION - G	Car Washes	$20.00	
HEBERTO MORENO	1/9/2025	1/10/2025	CTC-VIS *SVC	Government Services Not Elsewhere Clas	$0.93	
HEBERTO MORENO	1/9/2025	1/10/2025	DKFSOLUTIONSGROUP.COM	Schools & Educational Services Not Els	$39.00	
HEBERTO MORENO	1/9/2025	1/10/2025	CTC-VIS	Government Services Not Elsewhere Clas	$31.18	
HEBERTO MORENO	1/1/2025	1/1/2025	AMAZON RETA* ZE0LT6DX1	Variety Stores	$163.04	
HOLLY GOULD	1/30/2025	1/31/2025	EZPRNTS*PHOTOGIFTPRINT	Miscellaneous Personal Services	$19.52	
HOLLY GOULD	1/29/2025	1/30/2025	NAMEBADGE.COM	Miscellaneous & Specialty Retail Store	$25.56	
HOLLY GOULD	1/29/2025	1/30/2025	FD *CA DMV VFC *SVC	Government Services Not Elsewhere Clas	$0.10	
HOLLY GOULD	1/28/2025	1/30/2025	DLT SOLUTIONS- LLC	Computer Prgmng Integrtd Sys Dsgn Dp	$707.26	
HOLLY GOULD	1/29/2025	1/30/2025	FD *CA DMV VFC	Government Services Not Elsewhere Clas	$5.00	
HOLLY GOULD	1/28/2025	1/29/2025	FD *CA DMV VFC	Government Services Not Elsewhere Clas	$1.00	
HOLLY GOULD	1/28/2025	1/29/2025	FD *CA DMV VFC *SVC	Government Services Not Elsewhere Clas	$0.02	
HOLLY GOULD	1/27/2025	1/28/2025	VISTAPRINT	Miscellaneous Publishing And Printing	$125.27	
HOLLY GOULD	1/27/2025	1/28/2025	MPIX	Photofinishing Laboratories Photo Dev	$24.64	
HOLLY GOULD	1/27/2025	1/28/2025	WAL-MART #2181	Grocery Stores Supermarkets	$140.34	
HOLLY GOULD	1/24/2025	1/26/2025	CPS HR CONSULTING	Government Services Not Elsewhere Clas	$199.00	
HOLLY GOULD	1/24/2025	1/26/2025	CPS HR CONSULTING	Government Services Not Elsewhere Clas	$199.00	
HOLLY GOULD	1/22/2025	1/23/2025	EFX*INFOSERVICES	Consumer Credit Reporting Agencies	$119.90	
HOLLY GOULD	1/22/2025	1/23/2025	WAL-MART #2826	Grocery Stores Supermarkets	$9.85	
HOLLY GOULD	1/21/2025	1/22/2025	CWEA-CORBS	Charitable And Social Service Organiza	$200.00	
HOLLY GOULD	1/15/2025	1/17/2025	CALIFORNIA ASSOCIATION OF	Membership Organizations Not Elsewher	$95.00	
HOLLY GOULD	1/14/2025	1/15/2025	WM SUPERCENTER #2181	Grocery Stores Supermarkets	$44.42	
HOLLY GOULD	1/7/2025	1/9/2025	CALIFORNIA ASSOCIATION OF	Membership Organizations Not Elsewher	$3,475.00	
HOLLY GOULD	1/3/2025	1/5/2025	PJ S DESERT TROPHIES &	Gift Card Novelty & Souvenir Shops	$51.11	
HOLLY GOULD	12/31/2024	1/1/2025	2Pitney Bowes Leasing	Equipment Rental & Leasing Services T	$170.37	
JAMES MILLS	1/28/2025	1/29/2025	AMAZON MKTPL*ZG93Y4RT1	Book Stores	$25.88	
JAMES MILLS	1/28/2025	1/29/2025	ARRIOLAS TORTILLERIA	Eating Places Restaurants	$106.76	
JAMES MILLS	1/21/2025	1/22/2025	AMAZON MKTPL*Z52N68K41	Book Stores	$47.57	
JAMES MILLS	1/22/2025	1/22/2025	Amazon.com*ZC3IZ1PR2	Book Stores	$136.99	
JAMES MILLS	1/13/2025	1/13/2025	AMAZON MKTPL*Z51JB8UH2	Book Stores	$8.69	
JAMES MILLS	1/9/2025	1/10/2025	OFFICE OF WATER PROGRAMS	Civic Social & Fraternal Associations	$30.00	
JAMES MILLS	1/7/2025	1/8/2025	AMAZON MKTPL*Z52UN24I2	Book Stores	$50.01	
JAMES MILLS	1/3/2025	1/5/2025	SP FORENSICSDETECTORS	Electronics Sales	$973.32	
JASON DAFFORN	1/26/2025	1/27/2025	APPLE.COM/BILL	Digital Goods-Multi-Category	$0.99	
JASON DAFFORN	1/23/2025	1/26/2025	NACWA	Membership Organizations Not Elsewher	$1,175.00	
JASON DAFFORN	1/22/2025	1/24/2025	EL MEXICALI CAFE II	Eating Places Restaurants	$54.63	
JASON DAFFORN	1/24/2025	1/24/2025	VISTAPRINT	Miscellaneous Publishing And Printing	$97.31	
JASON DAFFORN	1/21/2025	1/23/2025	EL MEXICALI CAFE II	Eating Places Restaurants	$75.97	
JASON DAFFORN	1/17/2025	1/19/2025	SLOAN S BREAKFAST LUNCH &	Eating Places Restaurants	$52.45	
JASON DAFFORN	1/16/2025	1/16/2025	CUSTOMPATCHF*	Miscellaneous General Merchandise	$153.00	
JASON DAFFORN	1/8/2025	1/9/2025	BLANK SHIRTS INC.	MenS & BoyS Clothing & Furnishing St	$719.68	
JASON DAFFORN	1/2/2025	1/5/2025	DESERT REC DISTRICT	Government Services Not Elsewhere Clas	$400.00	
JASON DAFFORN	1/2/2025	1/2/2025	GANNETT MEDIA CO	Advertising Services	$16.99	
JASON DAFFORN	12/30/2024	1/1/2025	SOUTHWES 5262593774097	Southwest	$570.20	
JEANETTE JUAREZ	1/31/2025	1/31/2025	UBER *TRIP	Taxicabs/Limousines	$33.93	
JEANETTE JUAREZ	1/29/2025	1/30/2025	DELTA AIR Baggage Fee	Delta	$35.00	
JEANETTE JUAREZ	1/30/2025	1/30/2025	UBER *TRIP	Taxicabs/Limousines	$6.91	
JEANETTE JUAREZ	1/30/2025	1/30/2025	UBER *TRIP	Taxicabs/Limousines	$9.83	
JEANETTE JUAREZ	1/29/2025	1/29/2025	UBER *TRIP	Taxicabs/Limousines	$7.75	
JEANETTE JUAREZ	1/29/2025	1/29/2025	UBER *TRIP	Taxicabs/Limousines	$9.83	
JEANETTE JUAREZ	1/28/2025	1/28/2025	UBER *TRIP	Taxicabs/Limousines	$9.24	
JEANETTE JUAREZ	1/27/2025	1/28/2025	UBER *TRIP	Taxicabs/Limousines	$17.84	
JEANETTE JUAREZ	1/27/2025	1/27/2025	UBER *TRIP	Taxicabs/Limousines	$44.95	
JEANETTE JUAREZ	1/26/2025	1/27/2025	DELTA 0064232570210	Delta	$35.00	
JEANETTE JUAREZ	1/19/2025	1/20/2025	CCSI EFAX	Continuity/Subscription Merchants	$18.99	
JEANETTE JUAREZ	1/3/2025	1/5/2025	ADOBE *ADOBE	Computer Software	$339.87	
JEANETTE JUAREZ	1/3/2025	1/5/2025	GOVERNMENT FINANCE OFFICE	Charitable And Social Service Organiza	$460.00	
JEANETTE JUAREZ	1/2/2025	1/3/2025	AMZN Mktp US*ZD5574L72	Book Stores	$25.64	
JIMMY GARCIA	1/30/2025	1/31/2025	SQ *TKB BAKERY & DELI	Express Payment Services (Fast Food)	$178.76	
JIMMY GARCIA	1/30/2025	1/31/2025	WAL-MART #2826	Grocery Stores Supermarkets	$49.81	
JIMMY GARCIA	1/29/2025	1/30/2025	eBay O*26-12625-35003	Department Stores	$97.84	
JIMMY GARCIA	1/22/2025	1/24/2025	THE HOME DEPOT #6874	Home Supply Warehouse Stores	$4.50	
JIMMY GARCIA	1/22/2025	1/23/2025	VALLEY LOCK AND SAFE	Business Services Not Elsewhere Classi	$50.97	
JIMMY GARCIA	1/6/2025	1/7/2025	ACE HARDWARE COACHELLA	Hardware Stores	$78.25	
RON BUCHWALD	1/9/2025	1/10/2025	SQ *TKB BAKERY & DELI	Express Payment Services (Fast Food)	$123.67	
TINO TIJERINA	1/23/2025	1/24/2025	SQ *S AND G PUMPING	Heating Plumbing Air Conditioning	$545.00	
TINO TIJERINA	1/22/2025	1/23/2025	CALIFORNIA WATER ENVIRON	Membership Organizations Not Elsewher	$106.00	
TINO TIJERINA	1/22/2025	1/23/2025	PLAZA TOWING INC	Towing Services	$240.00	
TINO TIJERINA	1/21/2025	1/23/2025	EBERHARD EQUIPMENT	Industrial Supplies Not Elsewhere Clas	$1,950.88	
TINO TIJERINA	1/21/2025	1/23/2025	EBERHARD EQUIPMENT	Industrial Supplies Not Elsewhere Clas	$123.07	
TINO TIJERINA	1/22/2025	1/23/2025	SP LIGHTING SUPPLY	Electronics Sales	$341.80	
TINO TIJERINA	1/21/2025	1/22/2025	PLAZA TOWING INC ZCC	Towing Services	$247.20	
TINO TIJERINA	1/17/2025	1/19/2025	SQ *AFTERHOURSFLEETSVC	Professional Services Not Elsewhere Cl	$200.00	
TINO TIJERINA	1/16/2025	1/17/2025	SQ *S AND G PUMPING	Heating Plumbing Air Conditioning	$375.00	
TINO TIJERINA	1/9/2025	1/10/2025	CDW DIR #AC2X92G	Computers Computer Peripheral Equipme	$895.48	
	1/10/2025	1/10/2025	AUTO PMT FROM ACCT	Payment Adjustment Fee or Finance Charge		($13,562.59)
				Total	$21,582.61	($446.79)

Account Summary

Billing Cycle		01/31/2025
Days In Billing Cycle		31
Previous Balance		$13,562.59
Purchases	+	$22,029.40
Cash	+	$0.00
Balance Transfers	+	$0.00
Special	+	$0.00
Credits	-	$446.79-
Payments	-	$13,562.59-
Other Charges	+	$0.00
Finance Charges	+	$0.00
NEW BALANCE		**$21,582.61**

Credit Summary

Total Credit Line	$75,000.00
Available Credit Line	$53,417.39
Available Cash	$0.00
Amount Over Credit Line	$0.00
Amount Past Due	$0.00
Disputed Amount	$0.00

Account Inquiries

Call us at: (866) 777-9013
Lost or Stolen Card: (866) 839-3485

Go to www.umpquabank.com

Write us at PO BOX 35142 - LB1181, SEATTLE, WA 98124-5142

Payment Summary

NEW BALANCE	**$21,582.61**
MINIMUM PAYMENT	**$21,582.61**
PAYMENT DUE DATE	**02/25/2025**

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

Corporate Activity

TOTAL CORPORATE ACTIVITY **$13,562.59-**

Trans Date	Post Date	Reference Number	Transaction Description	Amount
01/10	01/10	74807255009111111111111	AUTO PMT FROM ACCT [redacted]	$13,562.59-

Cardholder Account Summary

JEANETTE JUAREZ #### #### #### 4756	Payments & Other Credits	Purchases & Other Charges	Cash Advances	Total Activity
	$0.00	$1,054.78	$0.00	$1,054.78

Cardholder Account Detail

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
01/02	01/03	PPLN01	24692165002104449014309	AMZN Mktp US*ZD5574L72 Amzn.com/bill WA	$25.64
01/03	01/05	PPLN01	24036295003718741415762	ADOBE *ADOBE 408-536-6000 CA	$339.87
01/03	01/05	PPLN01	24116415003716730794061	GOVERNMENT FINANCE OFFICE 312-977-9700 IL	$460.00

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

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

UMPQUA BANK

Account Number
[redacted]

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

Closing Date	New Balance	Total Minimum Payment Due	Payment Due Date
01/31/25	$21,582.61	$21,582.61	02/25/25

AMOUNT OF PAYMENT ENCLOSED
$ _____.__

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

53565

e-Statement

MAKE CHECK PAYABLE TO:

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

35 0012 5937 0000 0000 00000000 00000000 0

IMPORTANT INFORMATION

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

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

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

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

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

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

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

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

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

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

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

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

BILLING RIGHTS SUMMARY

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

In your letter, give us the following information:

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

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

Please provide a legal document evidencing your name change, such as a court document.
Please use blue or black ink to complete form

NAME CHANGE

Last

First Middle

ADDRESS CHANGE

Street

City State ZIP Code

Home Phone ( ) -

Business Phone ( ) -

Cell Phone ( ) -

E-mail Address

SIGNATURE REQUIRED TO AUTHORIZE CHANGES Signature

Cardholder Account Detail Continued

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
01/19	01/20	PPLN01	24692165019108758847408	CCSI EFAX 323-817-3205 CA	$18.99
01/26	01/27	PPLN01	24692165027101964111834	DELTA 0064232570210 800-221-1212 GA	$35.00
01/27	01/27	PPLN01	24036295027718154525257	UBER *TRIP HELP.UBER.COM CA	$44.95
01/27	01/28	PPLN01	24036295027742235167806	UBER *TRIP HELP.UBER.COM CA	$17.84
01/28	01/28	PPLN01	24036295028716296371613	UBER *TRIP HELP.UBER.COM CA	$9.24
01/29	01/29	PPLN01	24036295029714436775511	UBER *TRIP HELP.UBER.COM CA	$7.75
01/29	01/29	PPLN01	24036295029744433942095	UBER *TRIP HELP.UBER.COM CA	$9.83
01/29	01/30	PPLN01	2471705530870301581193	DELTA AIR Baggage Fee 800-2211212 UT	$35.00
01/30	01/30	PPLN01	24036295030714572934820	UBER *TRIP HELP.UBER.COM CA	$9.83
01/30	01/30	PPLN01	24036295030744574745809	UBER *TRIP HELP.UBER.COM CA	$6.91
01/31	01/31	PPLN01	24036295031712745189255	UBER *TRIP HELP.UBER.COM CA	$33.93

Cardholder Account Summary

RON BUCHWALD #### #### #### 6000	Payments & Other Credits	Purchases & Other Charges	Cash Advances	Total Activity
	$0.00	$123.67	$0.00	$123.67

Cardholder Account Detail

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
01/09	01/10	PPLN01	24692165009100562854672	SQ *TKB BAKERY & DELI Indio CA	$123.67

Cardholder Account Summary

HEBERTO MORENO #### #### #### 6026	Payments & Other Credits	Purchases & Other Charges	Cash Advances	Total Activity
	$0.00	$2,956.55	$0.00	$2,956.55

Cardholder Account Detail

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
01/01	01/01	PPLN01	24011345001000004007279	AMAZON RETA* ZE0LT6DX1 WWW.AMAZON.CO WA	$163.04
01/09	01/10	PPLN01	24492165010000002298713	DKFSOLUTIONSGROUP.COM HTTPSWWW.DKFS CA	$39.00
01/09	01/10	PPLN01	24231685009207734086680	CTC-VIS 279-842-9957 CA	$31.18
01/09	01/10	PPLN01	24231685009207740929642	CTC-VIS *SVC 279-842-9957 MD	$0.93
01/14	01/16	PPLN01	24269795015500675482353	KSC & SON CORPORATION - G INDIO CA	$20.00
01/28	01/29	PPLN01	24453885029000015512513	EPHONAMATION.COM, INC. 714-5601000 CA	$155.80
01/28	01/29	PPLN01	24692165028103496566278	TYL*INDIO SERV FEE 972-713-3700 TX	$61.41
01/28	01/29	PPLN01	24692165028103496746318	INDIOCA*MISC GOV 760-391-4115 CA	$2,046.89
01/29	01/30	PPLN01	24116415029744543207030	OFFICE OF WATER PROGRAMS 916-278-5619 CA	$241.50
01/29	01/31	PPLN01	24198805030504007725483	PAYPAL *OCTWATERQUA 4029357733 CA	$196.80

Cardholder Account Summary

EDUARDO LUNA #### #### #### 9557	Payments & Other Credits	Purchases & Other Charges	Cash Advances	Total Activity
	$0.00	$717.75	$0.00	$717.75

Cardholder Account Detail

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
01/21	01/22	PPLN01	24431055021095678090430	CARQUEST 7710 INDIO CA	$261.00
01/30	01/31	PPLN01	24493985030071080110472	SEPULVEDA BLDG INDIO INDIO CA	$456.75

Cardholder Account Summary

BRANDEN RODRIGUEZ #### #### #### 9565	Payments & Other Credits	Purchases & Other Charges	Cash Advances	Total Activity
	$446.79-	$1,091.77	$0.00	$644.98

Cardholder Account Detail

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
01/03	01/05	PPLN01	241640750041054421816O5	STAPLES 00113241 800-3333330 CA	$2.81
01/04	01/05		74055235004202640024880	CREDIT VOUCHER WALMART.COM WALMART.COM AR	$446.79-
01/09	01/10	PPLN01	2469216500910074408489l	AMAZON MKTPL*ZD6Y93OJ1 Amzn.com/bill WA	$24.45
01/12	01/13	PPLN01	24793385012000105630034	DOCUSIGN INC. 800-3799973 DE	$300.00
01/14	01/14	PPLN01	2469216501410405755357O	AMAZON MKTPL*ZG9Q65FM2 Amzn.com/bill WA	$66.70
01/15	01/16	PPLN01	24431065015131743141317	FTD* FTD.COM 800-736-3383 IL	$82.15
01/26	01/27	PPLN01	24906415026220332022986	EIG*CONSTANTCONTACT.COM 855-2295506 MA	$160.00
01/29	01/30	PPLN01	2469216502910379104698O	READYREFRESH/WATERSERV 800-274-5282 CA	$455.66

Cardholder Account Summary

ANNA BELL #### #### #### 7278	Payments & Other Credits	Purchases & Other Charges	Cash Advances	Total Activity
	$0.00	$292.52	$0.00	$292.52

Cardholder Account Detail

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
01/24	01/26	PPLN01	24036295024714781400363	SEAMLSS*CIROSRISTORANT SEAMLESS.COM NY	$151.88
01/24	01/26	PPLN01	24036295024714782097523	SEAMLSS*CIROSRISTORANT SEAMLESS.COM NY	$140.64

Cardholder Account Summary

JIMMY GARCIA #### #### #### 7450	Payments & Other Credits	Purchases & Other Charges	Cash Advances	Total Activity
	$0.00	$460.13	$0.00	$460.13

Cardholder Account Detail

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
01/06	01/07	PPLN01	24431065007126514912243	ACE HARDWARE COACHELLA COACHELLA CA	$78.25
01/22	01/23	PPLN01	24355895022503200369891	VALLEY LOCK AND SAFE INDIO CA	$50.97
01/22	01/24	PPLN01	24943015023010181577792	THE HOME DEPOT #6874 INDIO CA	$4.50
01/29	01/30	PPLN01	24204295029002767765053	eBay O*26-12625-35003 San Jose CA	$97.84
01/30	01/31	PPLN01	24445005031400168358585	WAL-MART #2826 COACHELLA CA	$49.81
01/30	01/31	PPLN01	24692165030104950584399	SQ *TKB BAKERY & DELI Indio CA	$178.76

Cardholder Account Summary

TINO TIJERINA #### #### #### 5301	Payments & Other Credits	Purchases & Other Charges	Cash Advances	Total Activity
	$0.00	$5,024.43	$0.00	$5,024.43

Cardholder Account Detail

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
01/09	01/10	PPLN01	24430995009207344023281	CDW DIR #AC2X92G 800-800-4239 IL	$895.48
01/16	01/17	PPLN01	24692165016106353744171	SQ *S AND G PUMPING 877-417-4551 CA	$375.00
01/17	01/19	PPLN01	24692165017107239261686	SQ *AFTERHOURSFLEETSVC Indio CA	$200.00
01/21	01/22	PPLN01	24755425021640214153300	PLAZA TOWING INC ZCC 888-4848356 CA	$247.20
01/21	01/23	PPLN01	24559165022030027847117	EBERHARD EQUIPMENT 760-398-4141 CA	$123.07
01/21	01/23	PPLN01	24559165022030027847109	EBERHARD EQUIPMENT 760-398-4141 CA	$1,950.88
01/22	01/23	PPLN01	24011345023000005300198	SP LIGHTING SUPPLY HTTPSLIGHTING MI	$341.80
01/22	01/23	PPLN01	24755425023730239017073	PLAZA TOWING INC 760-7754314 CA	$240.00
01/22	01/23	PPLN01	24801975023221034291152	CALIFORNIA WATER ENVIRON 510-382-7800 CA	$106.00
01/23	01/24	PPLN01	24692165023102135909035	SQ *S AND G PUMPING 877-417-4551 CA	$545.00

Cardholder Account Summary

HOLLY GOULD #### #### #### 9628	Payments & Other Credits	Purchases & Other Charges	Cash Advances	Total Activity
	$0.00	$5,612.36	$0.00	$5,612.36

Cardholder Account Detail

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
12/31	01/01	PPLN01	2408866436621810297750 5	2Pitney Bowes Leasing 844-2566444 CT	$170.37
01/03	01/05	PPLN01	2432304500304780002037 5	PJ S DESERT TROPHIES & INDIO CA	$51.11
01/07	01/09	PPLN01	2420785500816790109270 7	CALIFORNIA ASSOCIATION OF 916-4460388 CA	$3,475.00
01/14	01/15	PPLN01	2444500501540016922755 7	WM SUPERCENTER #2181 INDIO CA	$44.42
01/15	01/17	PPLN01	2420785501616570138825 9	CALIFORNIA ASSOCIATION OF 916-4460388 CA	$95.00
01/21	01/22	PPLN01	2449398502206829136173 8	CWEA-CORBS OAKLAND CA	$200.00
01/22	01/23	PPLN01	2445501502214200089243 2	WAL-MART #2826 COACHELLA CA	$9.85
01/22	01/23	PPLN01	2469216502210142906953 1	EFX*INFOSERVICES 877-664-8778 GA	$119.90
01/24	01/26	PPLN01	2475542502464024344753 0	CPS HR CONSULTING 916-2633600 CA	$199.00
01/24	01/26	PPLN01	2475542502464024344754 8	CPS HR CONSULTING 916-2633600 CA	$199.00
01/27	01/28	PPLN01	2403629502774225662754 8	VISTAPRINT 866-207-4955 MA	$125.27
01/27	01/28	PPLN01	2422638502800633133791 3	WAL-MART #2181 INDIO CA	$140.34
01/27	01/28	PPLN01	2403629502771826058589 8	MPIX 620-231-8050 KS	$24.64
01/28	01/29	PPLN01	2411641502922698723139 5	FD *CA DMV VFC clover.com CA	$1.00
01/28	01/29	PPLN01	2411641502922698737632 3	FD *CA DMV VFC *SVC clover.com CA	$0.02
01/29	01/30	PPLN01	2400077503050000678237 9	NAMEBADGE.COM WWW.NAMEBADGE FL	$25.56
01/28	01/30	PPLN01	2418310502990001672236 9	DLT SOLUTIONS- LLC 800-2624358 VA	$707.26
01/29	01/30	PPLN01	2411641503022799484067 0	FD *CA DMV VFC clover.com CA	$5.00
01/29	01/30	PPLN01	2411641503022799498581 4	FD *CA DMV VFC *SVC clover.com CA	$0.10
01/30	01/31	PPLN01	2411641503071468096051 6	EZPRNTS*PHOTOGIFTPRINT EZPRINTS.COM GA	$19.52

Cardholder Account Summary

JASON DAFFORN #### #### #### 9674	Payments & Other Credits	Purchases & Other Charges	Cash Advances	Total Activity
	$0.00	$3,316.22	$0.00	$3,316.22

Cardholder Account Detail

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
12/30	01/01	PPLN01	2469216436610303965814 8	SOUTHWES 5262593774097 800-435-9792 TX DAFFORN/JASON RAY 022325 PSP LAS WN O DCA WN O MDW WN F PSP WN F	$570.20
01/02	01/02	PPLN01	2469216500210395946054 8	GANNETT MEDIA CO 888-426-0491 VA	$16.99
01/02	01/05	PPLN01	2401339500300047456091 5	DESERT REC DISTRICT INDIO CA	$400.00
01/08	01/09	PPLN01	2411641500871243714080 2	BLANK SHIRTS, INC. 800-332-6576 NV	$719.68
01/16	01/16	PPLN01	2411641501671248403175 5	CUSTOMPATCHF* 281-533-8932 TX	$153.00
01/17	01/19	PPLN01	2420785501816020075709 4	SLOAN S BREAKFAST LUNCH & INDIO CA	$52.45
01/21	01/23	PPLN01	2403724502290001939533 7	EL MEXICALI CAFE II INDIO CA	$75.97
01/24	01/24	PPLN01	2403629502474468120309 6	VISTAPRINT 866-207-4955 MA	$97.31
01/22	01/24	PPLN01	2403724502390001943259 2	EL MEXICALI CAFE II INDIO CA	$54.63
01/23	01/26	PPLN01	2463923502490001060003 3	NACWA 202-5331804 DC	$1,175.00
01/26	01/27	PPLN01	2469216502610153912437 0	APPLE.COM/BILL 866-712-7753 CA	$0.99

Cardholder Account Summary

JAMES MILLS #### #### #### 0168	Payments & Other Credits	Purchases & Other Charges	Cash Advances	Total Activity
	$0.00	$1,379.22	$0.00	$1,379.22

Cardholder Account Detail

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
01/03	01/05	PPLN01	24492165004000008893689	SP FORENSICSDETECTORS HTTPSWWW.FORE CA	$973.32
01/07	01/08	PPLN01	24692165007109049629344	AMAZON MKTPL*Z52UN24I2 Amzn.com/bill WA	$50.01
01/09	01/10	PPLN01	24116415009712585476270	OFFICE OF WATER PROGRAMS 916-278-5619 CA	$30.00
01/13	01/13	PPLN01	24692165013103257180134	AMAZON MKTPL*Z51JB8UH2 Amzn.com/bill WA	$8.69
01/21	01/22	PPLN01	24692165021100661343241	AMAZON MKTPL*Z52N68K41 Amzn.com/bill WA	$47.57
01/22	01/22	PPLN01	24692165022100740930462	Amazon.com*ZC3IZ1PR2 Amzn.com/bill WA	$136.99
01/28	01/29	PPLN01	24055235029226763911702	ARRIOLAS TORTILLERIA INDIO CA	$106.76
01/28	01/29	PPLN01	24692165028103298089065	AMAZON MKTPL*ZG93Y4RT1 Amzn.com/bill WA	$25.88

Additional Information About Your Account

IT IS NOT NECESSARY TO MAIL YOUR PAYMENT. YOUR ACCOUNT WILL BE AUTOMATICALLY PAID THROUGH A DIRECT DEBIT OF YOUR CHECKING OR SAVINGS ACCOUNT ON 02/10/25 PER YOUR AGREEMENT WITH US. THE DEBIT AMOUNT THIS MONTH IS $21582.61

Finance Charge Summary / Plan Level Information

Plan Name	Plan Description	FCM[1]	Average Daily Balance	Periodic Rate *	Corresponding APR	Finance Charges	Effective APR Fees **	Effective APR	Ending Balance
Purchases									
PPLN01 001	PURCHASE	E	$0.00	0.06024%(D)	21.9900%	$0.00	$0.00	0.0000%	$21,582.61
Cash									
CPLN01 001	CASH	A	$0.00	0.06572%(D)	23.9900%	$0.00	$0.00	0.0000%	$0.00

* Periodic Rate (M)=Monthly (D)=Daily
Days In Billing Cycle: 31
** includes cash advance and foreign currency fees
APR = Annual Percentage Rate

[1] FCM = Finance Charge Method

(V) = Variable Rate If you have a variable rate account the periodic rate and Annual Percentage Rate (APR) may vary.

ITEM 7.5
ACTION

Valley Sanitary District

DATE:	**March 11, 2025**
TO:	**Board of Directors**
FROM:	**Jeanette Juarez, Chief Administrative Officer**
SUBJECT:	**MONTHLY INVESTMENT REPORT FOR THE PERIOD ENDING JANUARY 31, 2025**

Suggested Action
Approve

Strategic Plan Compliance
GOAL 2: FINANCE. Sustainable, Long-Term Funding is in Place

Fiscal Impact
There is no fiscal impact from this report.

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

Background
The District's Investment Policy has set primary goals for the portfolio management of safety, liquidity, and yield. This report is in compliance with California Government Code Section 53646 regarding the reporting of detailed information on all securities, investments, and monies of the District, as well as reporting of the market value of the investments held. All the investments contained within the portfolio are in full compliance with Government Code Section 53601 and the District's Investment Policy as to the types of investments allowed.

Recommendation
Receive and file the monthly investment report for the period ending January 31, 2025.

Attachments
7.5 Attachment A Investment Report.pdf

Valley Sanitary District
Investment Report
For the Month Ending January 31, 2025

Description	Cost Value	Market Value	Interest/ Book Yield	Maturity Date	% of Portfolio
Cash and Cash Equivalents					
Wells Fargo - Checking	$ 13,607,466	$ 13,607,466	0.00%	n/a	15.62%
State of California Local Agency Investment Fund (LAIF)	56,838,373	56,680,105	4.37%	n/a	65.04%

Description	Cost Value	Market Value	Market Yield to Maturity	Maturity Date	% of Portfolio
Restricted Funds					
CalTRUST					
Debt Service Reserve Fund -SWRCB Loan	1,145,580	1,149,591	4.42%	n/a	1.32%
Funds Held by Fiscal Agents					
Argent Institutional Trust					
Banc of America Public Capital Corp	15,705,916	15,705,916	4.39%	n/a	18.02%
Total Investment Portfolio	**$ 87,297,334**	**$ 87,143,078**			**100.00%**

Blended Yield of Cash and Investments	2.18%

Benchmarks:	
LAIF	4.37%
CalTRUST	4.42%
Banc of America Public Capital Corp	4.39%

I herby Certify that the investments are in compliance with the investment policy adopted by the Board of Directors.
The investment portfolio provides sufficient funds to meet the budgeted expenditures over the next six (6) months.
This report meets the requirements of Government Code Section 53646.

Jeanette Juarez

Jeanette Juarez, Chief Administrative Officer

SUMMARY OF CASH AND INVESTMENTS

FOR THE PERIOD: 01/01/2025 TO 01/31/2025 (UNAUDITED) **Agenda Item No. _____**

INVESTMENTS				
LAIF Fund 4 - Agency Fund				
Beginning Balance (Fund 4)		351,203		
Net Transfer from (to) Fund 11		314,545		
Fair Value Factor for quarter ending 06/30/2024		0		
Interest (Pd quarterly - Int. Rate 4.62%)		4,274		
Fund 04 Ending Balance			**670,022**	
LAIF Fund 6 - Wastewater Revenue Refunding Bonds				
Beginning Balance (Fund 6)		808		
Net Transfer from (to) Fund 11		0		
Fair Value Factor for quarter ending 06/30/2024		0		
Interest (Pd quarterly - Int. Rate 4.62%)		10		
Fund 06 Ending Balance			**818**	
LAIF Fund 10 - Recycled Water Project				
Beginning Balance (Fund 10)		0		
Net Transfer from (to) Fund 11		0		
Fair Value Factor for quarter ending 06/30/2024		0		
Interest (Pd quarterly - Int. Rate 4.62%)		0		
Fund 10 Ending Balance			**0**	
LAIF Fund 11 - Operating Fund				
Beginning Balance (Fund 11)		18,373,095		
Net Transfer from (to) Fund 04		(314,545)		
Net Transfer from (to) Fund 06		0		
Net Transfer from (to) Fund 12		626,329		
Net Transfer from (to) Fund 13		(77,122)		
Fund Transfer from (to) LAIF - WF		(850,000)		
Fair Value Factor for quarter ending 06/30/2024		0		
Interest (Pd quarterly - Int. Rate 4.62%)		223,603		
Fund 11 Ending Balance			**17,981,360**	
LAIF Fund 12 - Reserve Fund				
Beginning Balance (Fund 12)		30,060,898		
Net Transfer from (to) Fund 11		(626,329)		
Fair Value Factor for quarter ending 06/30/2024		0		
Interest (Pd quarterly - Int. Rate 4.62%)		365,846		
Fund 12 Ending Balance			**29,800,415**	
LAIF Fund 13 - Capital Improvement Fund				
Beginning Balance		8,052,369		
Connection Fees				
(Disbursements) or Reimbursements	77,122			
Net Transfer from (to) Fund 11		77,122		
Fair Value Factor for quarter ending 06/30/2024		0		
Interest (Pd quarterly - Int. Rate 4.62%)		97,999		
Fund 13 Ending Balance			**8,227,490**	
TOTAL LAIF INVESTMENTS: FUNDS 04, 06, 11, 12 AND 13				**56,680,105**
CASH IN CHECKING ACCOUNT				
WELLS FARGO - FUND 11				
Beginning Balance		2,423,724		
Deposits		11,494,993		
Fund Transfer from (to) LAIF (net)		850,000		
Disbursements and Payroll		(1,161,251)		
Wells Fargo Ending Balance			**13,607,466**	
CALTRUST - FUND 11				
Beginning Balance		1,145,580		
Interest Income		4,011		
Unrealized Gain / <Loss>		0		
CalTRUST Ending Balance			**1,149,591**	
TOTAL WELLS FARGO AND CALTRUST CHECKING				**14,757,057**
TOTAL CASH AND INVESTMENTS				**71,437,162**

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).

California State Treasurer
Fiona Ma, CPA



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

February 11, 2025

LAIF Home
PMIA Average Monthly Yields

VALLEY SANITARY DISTRICT

SECRETARY/TREASURER
45500 VAN BUREN
INDIO, CA 92201

Tran Type Definitions

Account Number: [redacted]

January 2025 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
1/9/2025	1/8/2025	RW	1765191	1725745	JEANETTE JUAREZ	-250,000.00
1/15/2025	1/14/2025	QRD	1766421	N/A	SYSTEM	691,732.20
1/23/2025	1/22/2025	RW	1767949	1728503	JEANETTE JUAREZ	-600,000.00

Account Summary

Total Deposit:	691,732.20	Beginning Balance:	56,838,372.71
Total Withdrawal:	-850,000.00	Ending Balance:	56,680,104.91

CalTRUST
PO Box 2709
Granite Bay, CA 95746
www.caltrust.org
Email: [redacted]
Fax: 402-963-9094
Phone: 833-CALTRUST (225-8787)

Investment Account Summary

01/01/2025 through 01/31/2025

SUMMARY OF INVESTMENTS

Fund	Account Number	Total Shares Owned	Net Asset Value per Share on Jan 31 ($)	Value on Jan 31 ($)	Average Cost Amount ($)	Cumulative Change in Value ($)
VALLEY SANITARY DISTRICT	[redacted]					
CalTRUST Medium Term Fund	[redacted]	117,305.211	9.80	1,149,591.07	1,181,955.98	(32,364.91)
	Portfolios Total value as of 01/31/2025			**1,149,591.07**		

DETAIL OF TRANSACTION ACTIVITY

Activity Description	Activity Date	Amount ($)	Amount in Shares	Balance in Shares	Price per Share ($)	Balance ($)	Average Cost Amt ($)	Realized Gain/(Loss) ($)
CalTRUST Medium Term Fund			**VALLEY SANITARY DISTRICT**				**Account Number:** [redacted]	
Beginning Balance	01/01/2025			116,895.935	9.80	1,145,580.16		
Accrual Income Div Reinvestment	**01/31/2025**	**4,010.90**	**409.276**	**117,305.211**	**9.80**	**1,149,591.07**	**0.00**	**0.00**
Change in Value						0.00		
Closing Balance as of	**Jan 31**			**117,305.211**	**9.80**	**1,149,591.07**		

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

Argent Institutional Trust
5901 Peachtree Dunwoody Ste C495
Atlanta, GA 30328

ACCOUNT STATEMENT

ACCOUNT NUMBER: [redacted]

JANUARY 01, 2025 TO JANUARY 31, 2025

5

VALLEY SANITARY DISTRICT
ATTN: BUSINESS SERVICES MANAGE
45500 VAN BUREN ST
INDIO CA 92201-3435

1-196-1004

2025FEB13 9:36AM

ACCOUNT NAME:	**VALLEY SANITARY DISTRICT BANC OF AMERICA PUBLIC CAPITAL CORP**
ACCOUNT NUMBER:	[redacted]
ADMINISTRATIVE OFFICER:	[redacted]
INVESTMENT OFFICER:	**DIRECTED**

YOU, FIRST.

Thank you for your business. If you have questions about your account statement, please contact your Administrative Officer listed in the shaded box at the top of this statement.

IMPORTANT NOTICE

Argent Institutional Trust-formerly TMI- has changed accounting platforms. Be advised your account number [redacted] has changed to *[redacted].

ACCOUNT NUMBER: [redacted]

JANUARY 01, 2025 TO JANUARY 31, 2025

ACCOUNT ACTIVITY SUMMARY

	THIS PERIOD	YEAR TO DATE
BEGINNING MARKET VALUE	**17,514,487.44**	**17,514,487.44**
INCOME	62,992.18	62,992.18
DISBURSEMENTS	1,871,564.08-	1,871,564.08-
ENDING MARKET VALUE	**15,705,915.54**	**15,705,915.54**

PORTFOLIO HOLDINGS

QUANTITY	DESCRIPTION	MARKET VALUE	COST BASIS
CASH AND EQUIVALENTS			
15,705,915.540	38141W257 GOLDMAN SACHS FINANCIAL SQUARE GOVERNMENT FUND	15,705,915.54	15,705,915.54
TOTAL	**CASH AND EQUIVALENTS**	15,705,915.54	15,705,915.54
GRAND TOTAL ASSETS		**15,705,915.54**	**15,705,915.54**

TRANSACTION DETAIL

DATE	DESCRIPTION	CASH	COST	GAIN / LOSS
01/01/25	**BEGINNING BALANCE**	**0.00**	**17,514,487.44**	
01/02/25	38141W257 DIVIDEND ON GOLDMAN SACHS FINANCIAL SQUARE GOVERNMENT FUND PAYABLE 01/01/2025 EFFECTIVE 01/01/2025	62,992.18		
01/14/25	PAID VIA WIRE SCHNEIDER ELECTRIC BUILDINGS AMERICAS, INC	1,856,582.33-		
01/14/25	PAID VIA WIRE LEIGHTON CONSULTING INC	14,981.75-		
	38141W257 NET WITHDRAWAL GOLDMAN SACHS FINANCIAL SQUARE GOVERNMENT FUND	1,808,571.90	1,808,571.90-	
01/31/25	**ENDING BALANCE**	**0.00**	**15,705,915.54**	**0.00**

DISCLOSURE

Pricing for securities traded on the exchange is provided by third party sources. While sources used for pricing publicly traded securities are Considered reliable, the prices displayed on your statement may or may not be based on actual trades, bid/ask information or vendor evaluations. As such, the prices displayed on your statement may or may not reflect actual trade prices you would receive in the current market. It is possible prices for certain securities may vary widely at the time of trade execution in comparison to valuation prices displayed for statement purposes. Securities not traded on an exchange are valued by a variety of sources, which may include issuer-provided or client-provided information. As such, the current statement will reflect the value of the asset based on its last known valuation which may not coincide with the statement reporting period. Argent Trust Company, or any of its affiliates, does not guarantee the accuracy,reliability, completeness or attainability of any pricing information provided by third party sources.

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ITEM 7.6
ACTION

Valley Sanitary District

DATE:	**March 11, 2025**
TO:	**Board of Directors**
FROM:	**Jeanette Juarez, Chief Administrative Officer**
SUBJECT:	**MONTHLY FINANCIAL REPORT FOR THE PERIOD ENDING JANUARY 31, 2025**

Suggested Action
Approve

Strategic Plan Compliance
GOAL 2: FINANCE. Sustainable, Long-Term Funding is in Place

Fiscal Impact
There is no fiscal impact from this report.

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

Background
The adopted operating and capital budget for the fiscal year 2024/25 includes $23,969,840 in revenues and $19,587,854 in operating expenditures.

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

Year-to-Date Summary

- As of January 31, 2025, the District has recorded $24,433,275 in revenue. The revenues are

$3,631,589, or 17.5% above the seasonal budget.

- As of January 31, 2025, the District incurred $8,803,644 in expenditures. The District's expenditures are $2,622,604 or 23.0% under the FYTD straight-line budget.

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

FUND	**UNAUDITED FIND BALANCE AS OF 1/31/25**
OPERATING FUND (FUND 11)	$31,588,826
SPECIAL REVENUE FUND (FUND 11 AND FUND 6)	1,150,406
FIDUCIARY FUND (FUND 4)	670,022
CAPITAL IMPROVEMENT FUND (FUND 13)	8,227,490
RESTRICTED CIP FUND (FUND 12)	29,800,415
TOTAL	**$71,437,162**

Recommendation

Approve the monthly financial report for the period ending January 31, 2025.

Attachments

7.6 Attachment A Monthly Income Summary - January 2025.pdf
7.6 Attachment B Budget Variance Report.pdf
7.6 Attachment C Summary of Cash and Invetments - January 2025.pdf

Valley Sanitary District
Monthly Income Summary
January 2025 (UNAUDITED)

	Current Month	Fiscal YTD	Annual Projection	% Received	Balance
Revenues					
Sewer Service Chgs-Current	$396,120	$20,960,451	$20,362,242	103%	($598,209)
Permit & Inspection Fees	$3,980	$19,275	$16,161	119%	($3,114)
Saddles/Disconnect Fees	$0	$80	$0	0%	($80)
Plan Check Fees	$600	$8,500	$6,935	123%	($1,565)
Other Services	$190	$940	$4,455	21%	$3,515
Sale of Surplus Property	$0	$0	$11,357	0%	$11,357
Taxes - Current Secured	$476,634	$754,612	$1,265,434	60%	$510,822
Taxes - Current Unsecured	$0	$46,440	$60,712	76%	$14,272
Taxes - Prior Secured	$0	$0	$18,571	0%	$18,571
Supple Prop. Taxes - Current	$9,804	$9,804	$36,075	27%	$26,271
Supple Prop. Taxes - Prior	$0	$0	$19,952	0%	$19,952
Homeowners Tax Relief	$0	$986	$5,190	19%	$4,204
Interest Income	$227,614	$676,482	$460,327	147%	($216,155)
Unrealized gains (losses)	$0	$6,740	$4,972	136%	($1,768)
Rebate Income	$2,490	$2,490	$3,751	66%	$1,261
Non-Operating Revenues - Fnd 11	$0	$274	$7,530	4%	$7,256
Rental Income	$1,000	$7,000	$12,000	58%	$5,000
Interest Income	$365,846	$878,835	$534,316	164%	($344,519)
Connection Fees	$287,856	$778,453	$900,000	86%	$121,547
Interest Income	$97,999	$281,912	$239,860	118%	($42,052)
Total Revenues	**$1,870,133**	**$24,433,275**	**$23,969,840**	**102%**	**($463,435)**

Valley Sanitary District

Budget Variance Report

January 2025

Description	FY25 Total Budget	Current Month Actual	Current Month Budget	Current Month Favorable (Unfavorable)	Fiscal Year to Date FYTD Actual	Fiscal Year to Date FY25 YTD Budget	Fiscal Year to Date Favorable (Unfavorable)	Percentage Remaining
Operating Expenses:								
Wages	4,524,528	316,342	377,044	60,702	2,353,911	2,639,308	285,397	48.0%
Fringe Benefits	1,804,785	126,530	150,399	23,869	894,004	1,052,791	158,787	50.5%
Services	3,019,054	125,951	251,588	125,637	726,821	1,761,115	1,034,294	75.9%
Supplies and Materials	1,914,863	140,524	159,572	19,048	717,600	1,117,003	399,404	62.5%
Fuels and Lubricants	70,000	4,241	5,833	1,592	19,771	40,833	21,063	71.8%
Comprehensive Insurance	587,310	43,140	48,943	5,803	307,052	342,598	35,545	47.7%
Projects	398,000	-	33,167	33,167	-	232,167	232,167	100.0%
Utilities	1,532,000	75,345	127,667	52,322	553,992	893,667	339,674	63.8%
Debt Service	4,590,650	382,554	382,554	-	2,677,879	2,677,879	-	41.7%
Permits and Fees	151,810	24,496	12,651	(11,845)	43,191	88,556	45,365	71.5%
Unfunded Accrued Liability	515,872	42,989	42,989	-	300,925	300,925	-	41.7%
Other	478,982	34,961	39,915	4,955	208,498	279,406	70,908	56.5%
Total Operating Expenses (Before Depreciation)	**19,587,854**	**1,317,073**	**1,632,321**	**315,248**	**8,803,644**	**11,426,248**	**2,622,604**	**55.1%**
Revenues:								
Operating Revenue	21,301,150	688,746	825,390	(136,644)	21,767,699	19,244,950	2,522,748	-2.2%
Non-Operating Revenue	2,668,690	1,181,388	222,391	958,997	2,665,577	1,556,736	1,108,841	0.1%
Total Revenue	**23,969,840**	**1,870,133**	**1,047,781**	**822,353**	**24,433,275**	**20,801,686**	**3,631,589**	**-1.9%**
Net Operating Gain (Loss)		**553,060**			**15,629,631**			

Valley Sanitary District

Budget Variance Report

January 2025

Description	FY25 Total Budget	Current Month Actual	Current Month Budget	Current Month Favorable (Unfavorable)	Fiscal Year to Date FYTD Actual	Fiscal Year to Date FY25 YTD Budget	Fiscal Year to Date Favorable (Unfavorable)	Percentage Remaining
Revenues:								
Operating Revenue	21,301,150	688,746	825,390	(136,644)	21,767,699	19,244,950	2,522,748	-2.2%
Non-Operating Revenue	2,668,690	1,181,388	222,391	958,997	2,665,577	1,556,736	1,108,841	0.1%
Total Operating Revenue	**23,969,840**	**1,870,133**	**1,047,781**	**822,353**	**24,433,275**	**20,801,686**	**3,631,589**	**-1.9%**

Valley Sanitary District

Budget Variance Report

January 2025

Description	FY25 Total Budget	Current Month Actual	Current Month Budget	Current Month Favorable (Unfavorable)	Fiscal Year to Date FYTD Actual	Fiscal Year to Date FY25 YTD Budget	Fiscal Year to Date Favorable (Unfavorable)	Fiscal Year to Date Percentage Remaining
Operating Expenses:								
Salaries And Wages	4,267,030	302,126	355,586	53,460	2,237,280	2,489,101	251,821	47.6%
Director Fee/Payroll Tax-Board	113,400	1,500	9,450	7,950	25,500	66,150	40,650	77.5%
Bonus, Awards, Recertification	16,300	1,333	1,358	25	17,975	9,508	(8,467)	-10.3%
Overtime	35,000	3,138	2,917	(221)	18,002	20,417	2,415	48.6%
Callout	23,000	533	1,917	1,384	11,287	13,417	2,129	50.9%
Standby Pay	69,798	7,712	5,817	(1,896)	43,867	40,716	(3,152)	37.2%
Longevity	48,700	3,692	4,058	366	27,185	28,408	1,223	44.2%
Retirement Contributions	460,895	31,918	38,408	6,490	236,635	268,855	32,220	48.7%
Fica And Medicare	411,580	23,340	34,298	10,958	172,388	240,088	67,701	58.1%
Unemployment Payments	-	-	-	-	-	-	-	-
Life Insurance	11,520	694	960	266	4,875	6,720	1,845	57.7%
Health Insurance	794,580	61,097	66,215	5,118	412,362	463,505	51,143	48.1%
Dental Insurance	56,028	4,125	4,669	544	29,005	32,683	3,678	48.2%
Vision Insurance	8,589	670	716	46	4,564	5,010	446	46.9%
Long Term Disability	12,893	994	1,074	81	6,990	7,521	530	45.8%
Accounting Services-Admin	89,425	15,223	7,452	(7,771)	52,868	52,165	(703)	40.9%
Certifications	23,395	150	1,950	1,800	4,434	13,647	9,213	81.0%
Chemicals	700,000	45,031	58,333	13,302	300,891	408,333	107,443	57.0%
Comprehensive Insurance	488,433	37,289	40,703	3,414	261,021	284,919	23,898	46.6%
Conferences/ Meetings	218,989	22,223	18,249	(3,974)	114,016	127,744	13,727	47.9%
Contracts	2,468,166	78,679	205,681	127,002	481,627	1,439,764	958,137	80.5%
County Expense	25,000	14,796	2,083	(12,712)	16,048	14,583	(1,464)	35.8%
Covid-19 Supplies	11,000	-	917	917	-	6,417	6,417	100.0%
Election Expense	70,000	-	5,833	5,833	-	40,833	40,833	100.0%
Electric	1,451,500	69,350	120,958	51,608	523,386	846,708	323,322	63.9%
Gas, Oil & Fuel	70,000	4,241	5,833	1,592	19,771	40,833	21,063	71.8%
Grit & Screening Removal	44,000	3,182	3,667	484	16,253	25,667	9,414	63.1%
Legal Services	92,000	13,155	7,667	(5,488)	70,792	53,667	(17,125)	23.1%

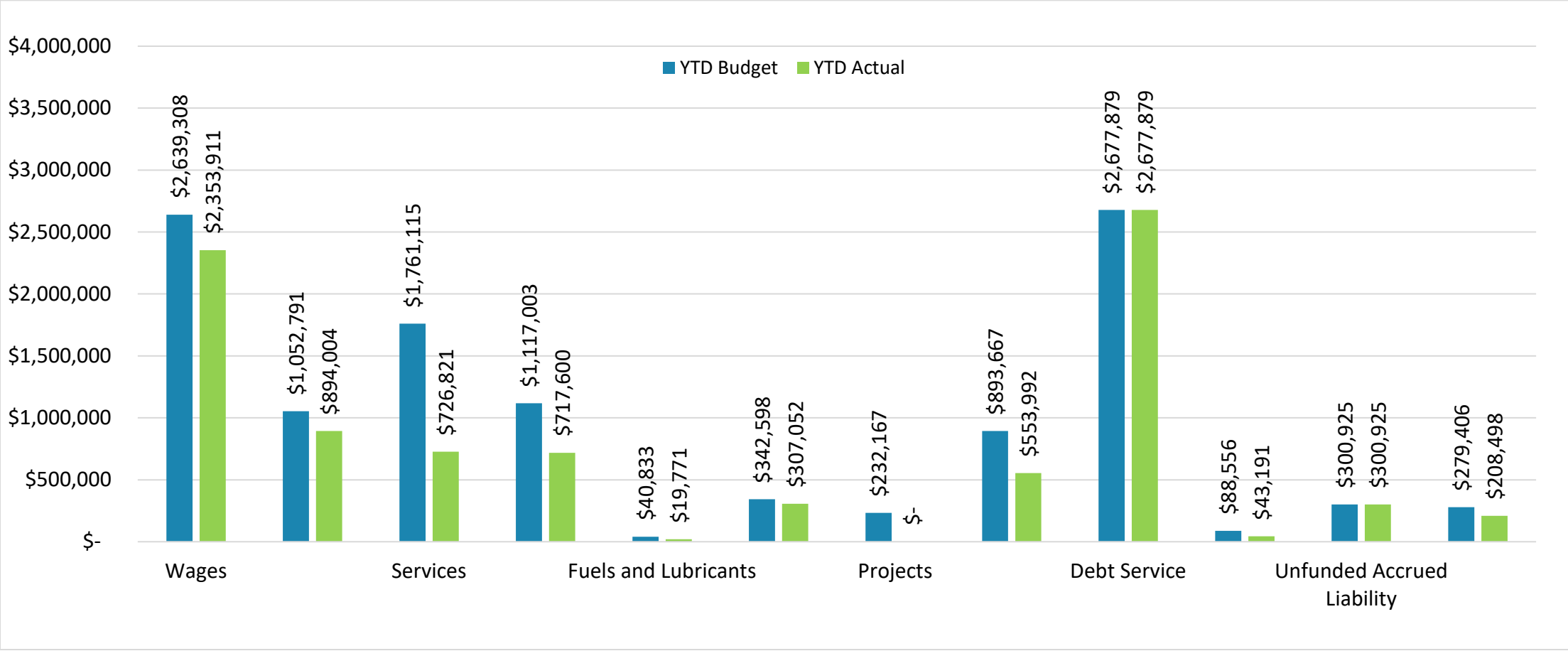
Valley Sanitary District

Budget Variance Report

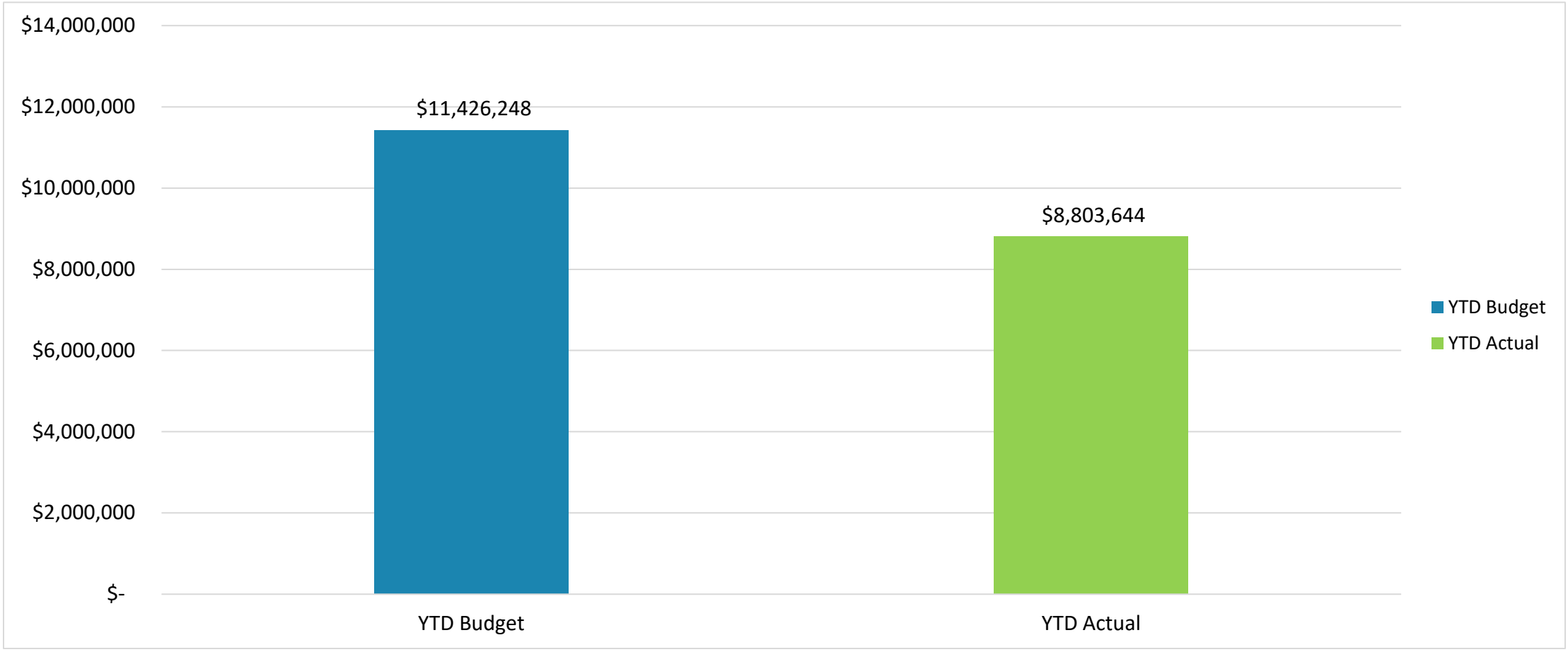
January 2025

Description	FY25 Total Budget	Current Month Actual	Current Month Budget	Current Month Favorable (Unfavorable)	Fiscal Year to Date FYTD Actual	Fiscal Year to Date FY25 YTD Budget	Fiscal Year to Date Favorable (Unfavorable)	Fiscal Year to Date Percentage Remaining
Operating Expenses:								
Debt Service	4,590,650	382,554	382,554	-	2,677,879	2,677,879	-	41.7%
Medical Services	47,443	905	3,954	3,049	5,405	27,675	22,270	88.6%
Memberships	70,398	6,466	5,867	(600)	53,131	41,066	(12,065)	24.5%
Misc. Professional Services	113,837	12,608	9,486	(3,122)	76,271	66,405	(9,866)	33.0%
Natural Gas	8,000	575	667	91	2,287	4,667	2,380	71.4%
Office Supplies	27,123	306	2,260	1,955	14,015	15,822	1,806	48.3%
Opeb Contribution	105,840	1,106	8,820	7,714	8,400	61,740	53,340	92.1%
Other Expenses	84,200	6,121	7,017	895	36,917	49,117	12,200	56.2%
Permits & Fees	126,810	9,700	10,568	867	27,143	73,973	46,829	78.6%
Projects	398,000	-	33,167	33,167	-	232,167	232,167	100.0%
Publications	3,500	17	292	275	368	2,042	1,674	89.5%
Repairs & Maintenance	720,845	70,004	60,070	(9,934)	269,999	420,493	150,494	62.5%
Research & Monitoring	99,000	6,256	8,250	1,994	40,237	57,750	17,513	59.4%
Supplies	299,495	17,900	24,958	7,058	87,290	174,705	87,416	70.9%
Telephone/Internet	36,530	2,701	3,044	343	19,096	21,309	2,213	47.7%
Tools & Equipment	57,400	1,028	4,783	3,755	5,168	33,483	28,315	91.0%
Tuition Reimbursement	12,000	-	1,000	1,000	-	7,000	7,000	100.0%
Uniform Services	62,313	1,558	5,193	3,635	11,994	36,349	24,355	80.8%
Unfunded Accrued Liability	515,872	42,989	42,989	-	300,925	300,925	-	41.7%
Water	28,500	2,236	2,375	139	12,066	16,625	4,559	57.7%
Workers Compensation	98,877	5,851	8,240	2,389	46,031	57,678	11,648	53.4%
Total Operating Expenses (Before Depreciation)	**19,587,854**	**1,317,073**	**1,632,321**	**315,248**	**8,803,644**	**11,426,248**	**2,622,604**	**55.1%**
Operating Expenses in Excess of Operating Revenue		**553,060**			**15,629,631**			

EXPENDITURES FISCAL YEAR-TO-DATE VS. FISCAL YEAR-TO-DATE ACTUAL JANUARY 2025



EXPENDITURES FISCAL YEAR-TO-DATE VS. FISCAL YEAR-TO-DATE ACTUAL JANUARY 2025



SUMMARY OF CASH AND INVESTMENTS

FOR THE PERIOD: 01/01/2025 TO 01/31/2025 (UNAUDITED) **Agenda Item No. _____**

INVESTMENTS			
LAIF Fund 4 - Agency Fund			
Beginning Balance (Fund 4)		351,203	
Net Transfer from (to) Fund 11		314,545	
Fair Value Factor for quarter ending 06/30/2024		0	
Interest (Pd quarterly - Int. Rate 4.62%)		4,274	
Fund 04 Ending Balance			**670,022**
LAIF Fund 6 - Wastewater Revenue Refunding Bonds			
Beginning Balance (Fund 6)		808	
Net Transfer from (to) Fund 11		0	
Fair Value Factor for quarter ending 06/30/2024		0	
Interest (Pd quarterly - Int. Rate 4.62%)		10	
Fund 06 Ending Balance			**818**
LAIF Fund 10 - Recycled Water Project			
Beginning Balance (Fund 10)		0	
Net Transfer from (to) Fund 11		0	
Fair Value Factor for quarter ending 06/30/2024		0	
Interest (Pd quarterly - Int. Rate 4.62%)		0	
Fund 10 Ending Balance			**0**
LAIF Fund 11 - Operating Fund			
Beginning Balance (Fund 11)		18,373,095	
Net Transfer from (to) Fund 04		(314,545)	
Net Transfer from (to) Fund 06		0	
Net Transfer from (to) Fund 12		626,329	
Net Transfer from (to) Fund 13		(77,122)	
Fund Transfer from (to) LAIF - WF		(850,000)	
Fair Value Factor for quarter ending 06/30/2024		0	
Interest (Pd quarterly - Int. Rate 4.62%)		223,603	
Fund 11 Ending Balance			**17,981,360**
LAIF Fund 12 - Reserve Fund			
Beginning Balance (Fund 12)		30,060,898	
Net Transfer from (to) Fund 11		(626,329)	
Fair Value Factor for quarter ending 06/30/2024		0	
Interest (Pd quarterly - Int. Rate 4.62%)		365,846	
Fund 12 Ending Balance			**29,800,415**
LAIF Fund 13 - Capital Improvement Fund			
Beginning Balance		8,052,369	
Connection Fees			
(Disbursements) or Reimbursements	77,122		
Net Transfer from (to) Fund 11		77,122	
Fair Value Factor for quarter ending 06/30/2024		0	
Interest (Pd quarterly - Int. Rate 4.62%)		97,999	
Fund 13 Ending Balance			**8,227,490**
TOTAL LAIF INVESTMENTS: FUNDS 04, 06, 11, 12 AND 13			**56,680,105**
CASH IN CHECKING ACCOUNT			
WELLS FARGO - FUND 11			
Beginning Balance		2,423,724	
Deposits		11,494,993	
Fund Transfer from (to) LAIF (net)		850,000	
Disbursements and Payroll		(1,161,251)	
Wells Fargo Ending Balance			**13,607,466**
CALTRUST - FUND 11			
Beginning Balance		1,145,580	
Interest Income		4,011	
Unrealized Gain / <Loss>		0	
CalTRUST Ending Balance			**1,149,591**
TOTAL WELLS FARGO AND CALTRUST CHECKING			**14,757,057**
TOTAL CASH AND INVESTMENTS			**71,437,162**

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).

ITEM 8.1
ACTION

Valley Sanitary District

DATE:	**March 11, 2025**
TO:	**Board of Directors**
FROM:	**Ron Buchwald, District Engineer**
SUBJECT:	**AUTHORIZE THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH TRITECH SOFTWARE SYSTEMS, A CENTRALSQUARE TECHNOLOGIES, LLC COMPANY TO PROVIDE SOFTWARE UPGRADE & SERVICES IN AN AMOUNT NOT TO EXCEED $53,430.**

Suggested Action
Approve

Strategic Plan Compliance
GOAL 1: FACILITIES. Reliable, Sustainable Facilities that Meet Customer Needs

Fiscal Impact
The programs annual licensing fee that includes the support and the cloud storage is $27,150.00. The one-time cost for the setup of services that includes configuring the Lucity program to work with the ESRI mapping program and training is $26,280.00. These costs are included as part of the approved FY 2024-25 budget.

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

Background
The Collections and Engineering Departments use ESRI ArcMap for our sewer mapping software and Central Square Lucity for our asset management program. Both ESRI and Central Square will no longer be supporting desktop versions of their software in the near future, requiring us to update our system to an online program and storing the data in the cloud. The advantages of modernizing our system include, eliminating the server hardware required to store the data, not requiring the software support team to work through our third party IT consultant, and the system will be able to be accessed by staff

anywhere with only an internet connection needed to access the data. This is in line with other software vendors transitioning from desktop software licenses to online program with the data being stored in the cloud.

Recommendation
Staff recommends that the Board of Directors authorize the General Manager to execute a Contract with Central Square for software upgrade and services in an amount not to exceed $53,430.

Attachments
8.1 Attachment A Central Square - VSD - Solutions Agreement - MSA - v2 12.5.24 Signed 2.4.25.pdf

CentralSquare Solutions Agreement

This CentralSquare Solutions Agreement (the "**Agreement**"), effective as of the latest date shown on the signature block below (the "**Effective Date**"), is entered into between **TriTech Software Systems, a CentralSquare Technologies, LLC company** with its principal place of business in Lake Mary, FL ("**CentralSquare**") and **Valley Sanitary District, CA** ("**Customer**"), together with CentralSquare, the "**Parties**", and each, a "**Party**".

WHEREAS, Customer entered into a prior agreement for Software products with Tritech Software Systems, a CentralSquare Technologies, LLC company; and

WHEREAS, Customer is a currently licensed end user of the Tritech Software; and

WHEREAS, through asset purchase, CentralSquare is the owner of all Tritech Software products, services, and contractual obligations; and

WHEREAS, Customer desires to discontinue use of the Tritech Software products and upgrade to the CentralSquare Software solution identified in Exhibit 1 to this Agreement; and

WHEREAS, Customer agrees that the Collections Modules shall be classified as Cloud Products under this Agreement, while the Sewer Plant Modules shall remain an On-Premises Product; and

WHEREAS, this Agreement shall replace and supersede any and all prior agreements directly related to the Tritech Software products being replaced by this Agreement.

WHEREAS, CentralSquare licenses and gives access to certain software applications ("**Solutions**") to its customers and also provides maintenance, support, migration, installation and other professional services; and

WHEREAS, Customer desires to license and/or gain access to certain Solutions and receive professional services described herein, and CentralSquare desires to grant and provide Customer license and access to such offerings as well as to provide support and maintenance, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the signatures of their duly authorized representative below, the Parties intending to be legally bound, agree to all of the following provisions and exhibits of this Agreement:

TriTech Software Systems, a CentralSquare Technologies, LLC company	Valley Sanitary District
1000 Business Center Drive Lake Mary, FL 32746	45-500 Van Buren Street, Indio, CA , 92201
By: DocuSigned by: Ron Anderson D0E45EA2938A4EB...	By:
Print Name: Ron Anderson	Print Name:
Print Title: Chief Revenue Officer	Print Title:
Date Signed: 3/6/2025	Date Signed:

Solution: Enterprise Asset Mgmt

Term.

Initial Term. The Initial Term of this Agreement commences as of the Effective Date and will continue in effect for five (5) year(s) from such date unless terminated earlier pursuant to any of the Agreement's express provisions (the "**Initial Term**").

Fees.

In consideration of the rights and services granted by CentralSquare to Customer under this Agreement, Customer shall make payments to CentralSquare pursuant to the amounts and payment terms outlined in Exhibit 1 (the Solution(s) and Services Fee Schedule).

All invoices shall be billed and paid in U.S. dollars (USD) and in accordance with the terms set forth in Exhibit 1. If Customer delays an invoice payment for any reason, Customer shall promptly notify CentralSquare in writing the reasons for such delay. Unless otherwise agreed by both Parties, CentralSquare may apply any payment received to any delinquent amount outstanding.

Standard Terms and Conditions

1. Definitions. Capitalized terms not otherwise defined in this Agreement have the meanings set forth below:

1.1. "**Affiliate**" means any other Entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Entity.

1.2. "**Authorized User**" means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Solutions pursuant to this Agreement, and for whom access to the Solutions has been purchased.

1.3. "**Baseline Solution**" means the version of a Solution updated from time to time pursuant to CentralSquare's warranty services and maintenance, but without any other modification.

1.4. "**CentralSquare Systems**" means the information technology infrastructure used by or on behalf of CentralSquare to deliver the Solutions, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by CentralSquare or through the use of third-party services.

1.5. "**Customer Data**" means information, data, and content, in any form or medium, collected, downloaded, or otherwise received, directly or indirectly from Customer, an Authorized User or end-users by or through the Solutions, provided the data is not personally identifiable and not identifiable to Customer.

1.6. "**Customer Systems**" means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated by Customer or through the third-party services.

1.7. "**Defect**" means a material deviation between the Baseline Solution and its Documentation, for which Customer has given CentralSquare sufficient information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control. Further, with regard to any custom modification, Defect means a material deviation between the custom modification and the CentralSquare generated specification and Documentation for such custom modification, and for which Defect Customer has given CentralSquare sufficient information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control.

1.8. **"Delivery"** means:

1.8.1. For on-premise Solutions, Delivery shall be when CentralSquare delivers to Customer the initial copies of the Solutions outlined in Exhibit 1 by whichever the following applies and occurs first (a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method, or (c) installation, or (d) delivery of managed services server. Physical shipment is on FOB - CentralSquare's shipping point, and electronic delivery is at the time CentralSquare provides Customer with access to download the Solutions.

1.8.2. For cloud-based Solutions Delivery shall be whichever the following applies and occurs first when Authorized Users have (a) received log-in access to the Solution or any module of the Solution or (b) received access to the Solution via a URL.

1.9. "**Documentation**" means any manuals, instructions, or other documents or materials that CentralSquare provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Solution(s), including any aspect of its installation, configuration, integration, operation, use, support, or maintenance.

1.10. **"End User Training"** means the process of educating general users of the Software on the operation of the Software.

1.11. "**Entity**" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other organization.

1.12. **"Hardware"** means any equipment, computer systems, servers, storage devices, peripherals, and any other tangible assets purchased under this Agreement.

1.13. "**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

1.14. "**Managed Services Hardware**" means any equipment, computer systems, servers, peripherals, and any other tangible asset purchased as a subscription under this Agreement.

1.15. "**Maintenance**" means optimization, error correction, modifications, and Updates (defined herein) to CentralSquare Solutions to correct any known Defects and improve performance. Maintenance will be provided for each Solution, the hours and details of which are described in Exhibit 2 (Maintenance and Support).

1.16. "**New or Major Releases**" means new versions of a Baseline Solution (e.g., version 4.0, 5.0 etc.) not provided as part of Maintenance.

1.17. "**Personal Information**" means any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located. Personal Information includes all "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act, "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996, "Personal Data" as defined in the EU General Data Protection Regulation (GDPR 2018), "Personal Information" as defined under the Children's Online Privacy Protection Act of 1998, and all rules and regulations issued under any of the foregoing.

1.18. "**Professional Services**" means configuration, installation, implementation, development work, training or consulting services including custom modification programming, support relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by CentralSquare.

1.19. **"Project Kickoff"** is a meeting to occur shortly after contract execution between CentralSquare and Customer in which goals and objectives are set forth, all parties relevant team members are identified, and scope, timelines, and milestones are reviewed.

1.20. **"Reliability Period"** is the time period in which the Software is tested and confirmed reliable by successfully completed fifteen (15) continuous days in a live environment with no repeatable Priority 1 or Priority 2 issues as defined in Exhibit 2, unless otherwise agreed in a statement of work.

1.21. "**Software**" means the software program(s) (in object code format only) identified on Exhibit 1 (Solution(s) and Services Fee Schedule). The term "Software" excludes any Third-Party Software.

1.22. **"Software Version"** means the base or core version of the Solution Software that contains significant new features and significant fixes and is available to the Customer. The nomenclature used for updates and upgrades consists of major, minor, build, and fix and these correspond to the following digit locations of a release, a,b,c,d. An example of which would be 7.4.1.3, where the 7 refers to the major release, the 4 refers to the minor release, the 1 refers to the build, and the 3 refers to a fix.

1.23. "**Solutions**" means the software, Documentation, development work, CentralSquare Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, provided or used by CentralSquare or any Subcontractor in connection with Professional Services or Support Services rendered under this Agreement.

1.24. **"Support Services"** means Maintenance, Enhancements, implementation of New Releases, and general support efforts to respond to incidents reported by Customer in accordance with Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable.

1.25. "**Third-Party Materials**" means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, related services, equipment, or components of or relating to the Solutions that are not proprietary to CentralSquare.

2. License, Access, and Title.

2.1. License Grant. For any Solution designated as a "license" on Exhibit 1, Customer is granted a perpetual (unless terminated as provided herein), nontransferable, nonexclusive right and license to use the Software for Customer's own internal use for the applications described in the Statement of Work, in the applicable environment (e.g., production, test, training, or disaster recovery system) and in the quantity set forth in Exhibit 1. Additional software licenses purchased after the execution of this Agreement shall also be licensed in accordance with the provisions of this section. Customer shall not use, copy, rent, lease, sell, sublicense, modify, create derivative works from/of, or transfer any software, or permit others to do said acts, except as provided in this Agreement. Any such unauthorized use shall be void and may result in immediate and automatic termination of the applicable license. In such event, Customer shall not be entitled to a refund of any license fees paid. Notwithstanding, Customer shall be entitled to use software at the applicable designated location for the purpose of the application(s) described in the Statement of Work to provide services for itself and other Affiliate governmental agencies/entities, provided that the Software is installed and operated at only one physical location. The Software license granted in this Agreement or in connection with it are for object code only and do not include a license or any rights to source code whatsoever.

2.2. Access Grant. For any Solution designated as a "subscription" on Exhibit 1, so long as subscription fees are paid and current, (unless terminated as provided herein), Customer is granted a nontransferable, nonexclusive right to use the software for the Customer's own internal use for the applications described in the Statement of Work, in the applicable environment (e.g., production, test, training, or disaster recovery system) and in the quantity set forth in Exhibit 1. Additional CentralSquare software subscriptions purchased after the execution of this Agreement shall also be accessed in accordance with the provisions of this section. Customer shall not use, copy, rent, lease, sell, sublicense, modify, create derivative works from/of, or transfer any software, or permit others to do said acts, except as provided in this Agreement. Any such unauthorized use shall be void and may result in immediate and automatic termination of the applicable access. In such event, Customer shall not be entitled to a refund of any subscription fees paid. Notwithstanding, Customer shall be entitled to use software at the applicable designated location for the purpose of the application(s) described in the Statement of Work to provide services for itself and other Affiliate governmental agencies/entities. The subscription access granted in this Agreement or in connection with it are for object code only and do not include a license or any rights to source code whatsoever.

2.3. Documentation License. CentralSquare hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Solutions.

2.4. Application Programming Interface "API". If the Customer has purchased any Application Programming Interface (API) license or subscription, Customer may use such API for Customer's own internal use to develop interfaces which enable interfacing with the applicable CentralSquare Software purchased herein. The development and use of such interfacing applications is specifically permitted under the use granted herein and shall not be deemed derivative works provided that they are not, in fact, derived from the CentralSquare Software or the ideas, methods of operation, processes, technology or know-how implemented therein. Other than the usage rights granted herein, Customer shall not acquire any right, title or interest in the CentralSquare Software or API by virtue of the interfacing of such applications, whether as joint owner, or otherwise. Should Customer desire to provide or share the API to a third-party, the third-party must enter into an API Access Agreement by and between the third-party and CentralSquare directly to govern the usage rights and restrictions of the applicable API.

2.5. Hardware. Subject to the terms and conditions of this Agreement, CentralSquare agrees to deliver, through hardware vendors, the Hardware itemized on Exhibit 1. The risk of loss or damage will pass to Customer upon the date of delivery to the Customer specified facility. Upon delivery and full satisfaction of the Hardware payment obligations, Hardware shall be deemed accepted and Customer will acquire good and clear title to Hardware. All Hardware manufacturer warranties will be passed through to Customer. CentralSquare expressly disclaims, and Customer hereby expressly waives all other Hardware warranties, express or implied, without limitation, warranties of merchantability and fitness for a particular purpose.

2.6. Managed Services Hardware. Subject to the terms and conditions of this Agreement, CentralSquare agrees to deliver the Managed Services Hardware itemized on Exhibit 1. So long as the applicable subscription fees are paid and current, Customer shall maintain a limited right in possessory interest in the Managed Services Hardware. No title in the Managed Services Hardware will pass to Customer at any time or for any reason. Customer agrees to maintain adequate insurance against fire, theft, or other loss for the Managed Services Hardware full insurable value. CentralSquare shall coordinate any defect or warranty claims in accordance with Exhibit 8.

2.7. Reservation of Rights. Nothing in this Agreement grants any right, title, or interest in or to any Intellectual Property Rights in or relating to the Solutions, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in the Solutions, and the Third-Party Materials are and will remain with CentralSquare and the respective rights holders.

3. Use Restrictions. Authorized Users shall not:

3.1. copy, modify, or create derivative works or improvements of the Solutions, or rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Solutions to any Entity, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;

3.2. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Solutions, in whole or in part;

3.3. bypass or breach any security device or protection used by Solutions or access or use the Solutions other than by an Authorized User through the use of his or her own then valid access;

3.4. input, upload, transmit, or otherwise provide to or through the CentralSquare Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any harmful code (any software, hardware, device, or other technology, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede any (i) computer, software firmware, hardware, system or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Solutions as intended by this Agreement;

3.5. damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the CentralSquare Systems, or CentralSquare's provision of services to any third-party, in whole or in part;

3.6. remove, delete, alter, or obscure any trademarks, specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Documentation or Solutions, including any copy thereof;

3.7. access or use the Solutions in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third-party, or that violates any applicable law;

3.8. access or use the Solutions for purposes of competitive analysis of the Solutions, the development, provision, or use of a competing software service or product or any other purpose that is to CentralSquare's detriment or commercial disadvantage or otherwise access or use the Solutions beyond the scope of the authorization granted in Section 2.

4. Audit.

4.1. CentralSquare shall have the right to audit Customer's use of the Software to monitor compliance with this Agreement. Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to such systems, books, and

records for the purpose of verifying license counts, access counts, and overall compliance with this Agreement. Customer shall render reasonable cooperation to CentralSquare as requested. If as a result of any audit or inspection CentralSquare substantiates a deficiency or non-compliance, or if an audit reveals that Customer has exceeded the restrictions on use, Customer shall promptly reimburse CentralSquare for all its costs and expenses incurred to conduct such audit or inspection and be required to pay for any delinquencies in compliance and prompt payment of any underpayment of Fees.

5. Customer Obligations.

5.1. Customer Systems and Cooperation. Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair all Customer Systems on or through which the Solutions are accessed or used; (b) provide CentralSquare Personnel with such access to Customer's premises and Customer Systems as is necessary for CentralSquare to perform the Support Services in accordance with the Support Standards and specifications and if required by CentralSquare, remote access in accordance with Exhibit 3 (CentralSquare Access Management Policy); and (c) provide all cooperation as CentralSquare may reasonably request to enable CentralSquare to exercise its rights and perform its obligations under this Agreement.

5.2. Effect of Customer Failure or Delay. CentralSquare is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.

5.3. Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by Section 3, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Solutions and permanently erasing from their systems and destroying any data to which any of them gained unauthorized access); and (b) notify CentralSquare of any such actual or threatened activity.

5.4. Maintaining Current Versions of CentralSquare Solutions. In accordance with Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable. Customer shall install and/or use any New or Major Release within one year of being made available by CentralSquare to mitigate a performance problem, ineligibility for Support Services, or an infringement claim.

6. Professional Services.

6.1. Compliance with Customer Policies. While CentralSquare personnel are performing services at Customer's site, CentralSquare personnel will comply with Customer's reasonable procedures and site policies that are generally applicable to Customer's other suppliers providing similar services and that have been provided to CentralSquare in writing or in advance.

6.2. Contributed Material. In the process of CentralSquare's performing Professional Services, Customer may, from time to time, provide CentralSquare with designs, plans, or specifications, improvements, works or other material for inclusion in, or making modifications to, the Solutions, the Documentation or any other deliverables ("**Contributed Material**"). Customer grants to CentralSquare a nonexclusive, irrevocable, perpetual, transferable right, without the payment of any royalties or other compensation of any kind and without the right of attribution, for CentralSquare, CentralSquare's Affiliates and CentralSquare's licensees to make, use, sell and create derivative works of the Contributed Material.

6.3. Federal Grant Funds. Not Applicable.

7. Confidentiality.

7.1. Nondisclosure. To the extent permitted by law, including the California Public Records Act, the Parties agree, unless otherwise provided in this Agreement or required by law, not to use or make each other's Confidential Information available to any third party for any purpose other than as necessary to perform under this Agreement. **"Confidential Information"** means the Solution(s), Software, and customizations in any embodiment, and either Party's technical and business information relating to inventions or software, research and development, future product specifications, engineering processes, costs, profit or margin information, marketing and future business plans as well as any and all internal Customer and employee information, and any information exchanged by the Parties that is clearly marked with a confidential, private or proprietary legend or which, by its nature, is commonly understood to be confidential.

7.2. Exceptions. A Party's Confidential Information shall not include information that: (a) is or becomes publicly available through no act or omission of the recipient; (b) was in the recipient's lawful possession prior to the disclosure and was not obtained by the recipient either directly or indirectly from the disclosing Party; (c) is lawfully disclosed to the recipient by a third party without restriction on recipient's disclosure, and where recipient was not aware that the information was the confidential information of discloser; (d) is independently developed by the recipient without violation of this Agreement; or (e) is required to be disclosed by law, including, but not limited to, the California Public Records Act.

8. Security.

8.1. CentralSquare will implement commercially reasonable administrative, technical and physical safeguards designed to ensure the security and confidentiality of Customer Data, protect against any anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access or use of Customer Data. CentralSquare will review and test such safeguards on no less than an annual basis.

8.2. Customer shall maintain, in connection with the operation or use of the Solutions, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication, non-repudiation, virus detection and eradication.

8.3. To the extent that Authorized Users are permitted to have access to the Solutions, Customer shall maintain agreements with such Authorized Users that adequately protect the confidentiality and Intellectual Property Rights of CentralSquare in the Solutions and Documentation and disclaim any liability or responsibility of CentralSquare with respect to such Authorized Users.

9. Personal Data. If CentralSquare processes or otherwise has access to any personal data or Personal Information on Customer's behalf when performing CentralSquare's obligations under this Agreement, then:

9.1. Customer shall be the data controller (where "**data controller**" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and CentralSquare shall be a data processor (where "**data processor**" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own);

9.2. Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or Personal Information to CentralSquare so that CentralSquare may lawfully use, process and transfer the personal data and Personal Information in accordance with this Agreement on Customer's behalf, which may include CentralSquare processing and transferring the relevant personal data or Personal Information outside the country where Customer and the Authorized Users are located in order for CentralSquare to provide the Solutions and perform its other obligations under this Agreement; and

9.3. CentralSquare shall process personal data and information only in accordance with lawful and reasonable written instructions given by Customer and as set out in and in accordance with the terms of this Agreement; and

9.4. CentralSquare shall take reasonable steps to ensure that its employees, agents and contractors who may have access to Personal Information are persons who need to know / access the relevant Personal Information for valid business reasons; and

9.5. each Party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and Personal Information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and Personal Information and the nature of the personal data and Personal Information being protected. If necessary, the Parties will cooperate to document these measures taken.

10. Representations and Warranties.

10.1. Intellectual Property Warranty. CentralSquare represents and warrants that (a) it is the sole and exclusive owner of (or has the right to license) the software; (b) it has full and sufficient right, title and authority to grant the rights and/or licenses granted under this Agreement; (c) the software does not contain any materials developed by a third party used by CentralSquare except pursuant to a license agreement; and (d) the software does not infringe any patent, or copyright.

10.2. Intellectual Property Remedy. In the event that any third party asserts a claim of infringement against the Customer relating to the software contained in this Agreement, CentralSquare shall indemnify and defend the Customer pursuant to section 13.1 of this Agreement. In the case of any such claim of infringement, CentralSquare shall either, at its option, (1) procure for Customer the right to continue using the software; or (2) replace or modify the software so that that it becomes non-infringing, but equivalent in functionality and performance.

10.3. Software Warranty. CentralSquare warrants to Customer that: (i) for a period of one year from the Effective Date (the "Warranty Period") the Software will substantially conform in all material respects to the specifications set forth in the Documentation, when installed, operated and used as recommended in the Documentation and in accordance with this Agreement; and (ii) at the time of delivery the Software does not contain any virus or other malicious code.

10.4. Software Remedy. If, during the Warranty Period a warranty defect is confirmed in the CentralSquare Software, CentralSquare shall, at its option, reinstall the Software or correct the Defects. Defects that occur in the Software after the Warranty Period will be corrected pursuant to Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable.

10.5. Services Warranty**.** CentralSquare warrants that the Professional Services delivered will substantially conform to the deliverables specified in the applicable statement of work and that all Professional Services will be performed in a professional and workmanlike manner consistent with industry standards for similar work. If Professional Services do not substantially conform to the deliverables, Customer shall notify CentralSquare of such non-conformance in writing, within 10 days from completion of Professional Service, and CentralSquare shall promptly repair the non-conforming deliverables.

10.6. **Disclaimer of Warranty. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH ABOVE, CENTRALSQUARE MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE INTELLECTUAL PROPERTY, SOFTWARE, PROFESSIONAL SERVICES, AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT CENTRALSQUARE DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL WARRANTIES ARISING FROM COURSE**

OF DEALING, USAGE OR TRADE PRACTICE, AND SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE. FURTHER, CENTRALSQUARE EXPRESSLY DOES NOT WARRANT THAT A SOLUTION, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE SOLUTION OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN CENTRALSQUARE PERSONNEL, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY. THIS AGREEMENT DOES NOT AMEND, OR MODIFY CENTRALSQUARE'S WARRANTY UNDER ANY AGREEMENT OR ANY CONDITIONS, LIMITATIONS, OR RESTRICTIONS THEREOF.

11. Notices. All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when delivered personally, sent by United States registered or certified mail, return receipt requested; transmitted by facsimile or email confirmed by first class mail, or sent by overnight courier. Notices must be sent to a Party at its address shown below, or to such other place as the Party may subsequently designate for its receipt of notices in writing by the other Party.

If to CentralSquare **CentralSquare Technologies, LLC**
1000 Business Center Dr.
Lake Mary, FL 32746
Phone: 407-304-3235
Attention: Legal/Contracts

If to Customer: **Valley Sanitary District**
45-500 Van Buren Street
Indio, CA 92201
Phone: 760 238 5400
Email: igarcia@valley-sanitary.org
Attention: Israel Garcia

12. Force Majeure.
Neither Party shall be responsible for failure to fulfill its obligations hereunder, or be liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, pandemic or epidemic, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of equipment, software, or services from suppliers, default of a subcontractor or vendor to the Party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other Party, or its officers, directors, employees, agents, contractors, or elected officials, and/or other occurrences beyond the Party's reasonable control ("Excusable Delay" hereunder). In the event of such Excusable Delay, performance shall be extended on a day for day basis or as otherwise reasonably necessary to compensate for such delay.

13. Indemnification.

13.1. CentralSquare Indemnification. CentralSquare shall indemnify, defend, and hold harmless Customer from any and all Claims or liability, including attorneys' fees and costs, brought by a third party, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising solely from a wrongful or negligent act, error or omission of CentralSquare, its employees, agents, contractors, or any subcontractor as a result of CentralSquare's or any subcontractor's performance pursuant to this Agreement; however, CentralSquare shall not be required to indemnify Customer for any claims caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a Claim or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents or contractors, CentralSquare's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

13.2. Customer Indemnification. INTENTIONALLY DELTED

13.3. "**Claim**" in this Section 13 means any claim, cause of action, demand, lawsuit, dispute, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.

14. Termination.

14.1. Either Party may terminate this Agreement for a material breach in accordance with this subsection. In such event, the disputing Party shall deliver written notice of its intent to terminate along with a description in reasonable detail of the problems for which the disputing Party is invoking its right to terminate and the specific requirement within this Agreement or any exhibit or schedule hereto that the disputing Party is relying upon. In the event the Party does not cure the material

breach, or create a mutually agreeable plan between the Parties to cure the breach, within thirty (30) days of the written notice of termination, the Party may terminate for cause. Following such notice, the Parties shall commence dispute resolution procedures in accordance with the dispute resolution procedure pursuant to Section 17. Upon termination, Customer will pay CentralSquare for all undisputed fees and expenses related to the software, products, and/or services Customer has received, or CentralSquare has incurred or delivered, prior to the effective date of termination.

14.2. CentralSquare shall have the right to terminate this Agreement based on Customer's failure to pay undisputed amounts due under this Agreement more than ninety (90) days after delivery of written notice of non-payment.

15. Effect of Termination or Expiration. On the expiration or earlier termination of this Agreement:

15.1. All rights, licenses, and authorizations granted to Customer hereunder will immediately terminate and Customer shall immediately cease all use of CentralSquare's Confidential Information and the Solutions, and within thirty (30) days deliver to CentralSquare, or at CentralSquare's request destroy and erase CentralSquare's Confidential Information from all systems Customer directly or indirectly controls; and

15.2. All licenses, access or subscription fees, services rendered but unpaid, and any undisputed amounts due by Customer to CentralSquare of any kind shall become immediately payable and due no later than thirty (30) days after the effective date of the termination or expiration, including anything that accrues within those thirty (30) days.

15.3. The provisions set forth in the following sections, and any other right or obligation of the Parties in this Agreement that, by its nature (including but not limited to: Use Restrictions, Confidential Information, Warranty Disclaimers, Indemnifications, & Limitations of Liability), will survive any expiration or termination of this Agreement.

15.4. In the event that Customer terminates this Agreement or cancels any portions of a project (as may be set forth in a Statement of Work) prior to Go Live (which shall be defined as "first use of a Solution or module of a Solution in a production environment, unless otherwise agreed by the Parties in a statement of work"), Customer shall pay for all undisputed Professional Services actually performed by CentralSquare on a time and materials basis, regardless of the payment terms in Exhibit 1.

15.5. Return of Customer Data. If Customer requests in writing at least ten (10) days prior to the effective date of expiration or earlier termination of this Agreement, CentralSquare shall within sixty (60) days following such expiration or termination, deliver to Customer in CentralSquare's standard format the then most recent version of Customer Data maintained by CentralSquare, provided that Customer has at that time paid all Fees then outstanding and any amounts payable after or as a result of such expiration or termination.

15.6. Deconversion. In the event of (i) expiration or earlier termination of this Agreement, or (ii) Customer no longer purchasing certain Solutions (including those indicated to be Third-Party Materials), if Customer requests assistance in the transfer of Customer Data to a different vendor's applications ("Deconversion"), CentralSquare will provide reasonable assistance. CentralSquare and Customer will negotiate in good faith to establish the relative roles and responsibilities of CentralSquare and Customer in effecting Deconversion, as well as the appropriate date for completion. CentralSquare shall be entitled to receive compensation for any additional consultation, services, software, and documentation required for Deconversion on a time and materials basis at CentralSquare's then standard rates.

15.7. Termination of this Agreement shall not relieve either Party of any other obligation incurred one to the other prior to termination.

16. Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld; provided however, that in the event of a merger or acquisition of all or substantially all of CentralSquare's assets, CentralSquare may assign this Agreement to an entity ready, willing and able to perform CentralSquare's executory obligations hereunder.

17. Dispute Resolution. Any dispute, controversy or claim arising out of or relating to this Agreement (each, a "Dispute"), including the breach, termination, or validity thereof, shall be resolved as follows:

17.1. Good Faith Negotiations. The Parties agree to send written notice to the other Party of any Dispute ("Dispute Notice"). After the other Party receives the Dispute Notice, the Parties agree to undertake good faith negotiations to resolve the Dispute. Each Party shall be responsible for its associated travel and other related costs.

17.2. Escalation to Mediation. If the Parties cannot resolve any Dispute through good faith negotiations, the dispute will be escalated to non-binding mediation, with the Parties acting in good faith to select a mediator and establishing the mediation process. The Parties agree the mediator's fees and expenses, and the mediator's costs incidental to the mediation, will be shared equally between the Parties. The Parties shall bear their own fees, expenses, and costs.

17.3. Confidential Mediation. The Parties further agree all written or oral offers, promises, conduct, and statements made in the course of the mediation are confidential, privileged, and inadmissible for any purpose in any litigation, arbitration or other proceeding involving the Parties. However, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

17.4. Litigation. If the Parties cannot resolve a Dispute through mediation, then once an impasse is declared by the mediator either Party may pursue litigation in a court of competent jurisdiction.

18. Waiver/Severability. The failure of any Party to enforce any of the provisions hereof will not be construed to be a waiver of the right of such Party thereafter to enforce such provisions. If any provision of this Agreement is found to be unenforceable, that provision will be enforced to the maximum extent possible, and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

19. **LIABILITY. NOTWITHSTANDING ANY PROVISION WITHIN THIS AGREEMENT TO THE CONTRARY, REGARDLESS OF THE NUMBER OF LOSSES, WHETHER IN CONTRACT, EQUITY, STATUTE, TORT, NEGLIGENCE, OR OTHERWISE, AND EXCEPT FOR (A) INDEMNIFICATION REQUIREMENTS UNDER SECTION 13, (B) INTENTIONAL MISREPRESENTATION, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT (WHICH INCLUDES WILLFUL VIOLATIONS OF LAWS OR REGULATIONS), OR (C) INJURY OR DEATH TO PERSONS OR DAMAGE TO TANGIBLE OR REAL PROPERTY:**

    19.1. **NEITHER PARTY SHALL HAVE LIABILITY TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO, REPLACEMENT COSTS, AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR LOSSES OF PROFIT, REVENUE, INCOME, BUSINESS, ANTICIPATED SAVINGS, DATA, AND REPUTATION, AND MORE GENERALLY, ANY LOSSES OF AN ECONOMIC OR FINANCIAL NATURE, REGARDLESS OF WHETHER SUCH LOSSES MAY BE DEEMED AS CONSEQUENTIAL OR ARISING DIRECTLY AND NATURALLY FROM THE INCIDENT GIVING RISE TO THE CLAIM, AND REGARDLESS OF WHETHER SUCH LOSSES ARE FORESEEABLE OR WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES; AND**

    19.2. **CENTRALSQUARE'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED TWICE THE AMOUNT(S) ACTUALLY PAID BY CUSTOMER TO CENTRALSQUARE HEREUNDER FOR THE LAST TWELVE (12) MONTHS PRIOR TO THE DATE THE CLAIM AROSE.**

20. **Insurance.** During the term of this Agreement, CentralSquare shall maintain insurance coverage covering its operations in accordance with Exhibit 4 (Certificate of Insurance (Evidence of Coverage)). CentralSquare shall include Customer as an additional insured on applicable insurance policies provided under this Agreement. CentralSquare shall provide proof of current coverage during the term of this Agreement.
21. **Third-Party Materials.** CentralSquare may, from time to time, include third parties to perform services, provide software, or provide equipment. Customer acknowledges and agrees CentralSquare provides front-line support services for these Third-Party Materials, but these third parties assume all responsibility and liability in connection with the Third-Party Materials. CentralSquare is not authorized to make any representations or warranties that are binding upon the third-party or to engage in any other acts that are binding upon the third-party, except specifically that CentralSquare is authorized to represent third-party fees and to accept payment of such amounts from Customer on behalf of the third-party for as long as such third-party authorizes CentralSquare to do so. As a condition precedent to installing or accessing certain Third-Party Materials, Customer may be required to execute a click-through, shrink-wrap End User License Agreement ("EULA") or similar agreement provided by the Third-Party Materials provider. If mapping information is supplied with the CentralSquare Software, CentralSquare makes no representation or warranty as to the completeness or accuracy of the mapping data provided with the CentralSquare Software. The completeness or accuracy of such data is solely dependent on the information supplied by the Customer or the mapping database vendor to CentralSquare. All third-party materials are provided "as-is" and any representation or warranty concerning them is strictly between Customer and the third-party.
22. **Subcontractors**. CentralSquare may from time to time, in its discretion, engage third parties to perform services on its behalf including but not limited to Professional Services, Support Services, and/or provide software (each, a "Subcontractor"). CentralSquare shall be fully responsible for the acts of all subcontractors to the same extent it is responsible for the acts of its own employees.
23. **Entire Agreement**. This Agreement, and any Exhibits specifically incorporated therein by reference, constitute the entire agreement between the Parties with respect to the subject matter. These documents supersede and merge all previous and contemporaneous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between the Parties with respect to the subject hereof.
24. **Amendment**. Either Party may, at any time during the term, request in writing changes to this agreement. The Parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective unless and until memorialized in either a CentralSquare issued add-on quote signed by Customer, or a written change order or amendment to this Agreement signed by both Parties.
25. **No Third-Party Beneficiaries**. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.
26. **Counterparts**. This Agreement, and any amendments hereto, may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. The Agreement (and any amendments) shall be considered properly executed by a Party if executed by that Party and transmitted by facsimile or other electronic means, such as DocuSign, Tagged Image Format Files (TIFF), or Portable Document Format (PDF).
27. **Material Adverse Change**. If any law, regulation, applicable standard, process, OEM requirement is changed or comes into force after the Effective Date, including but not limited to PCI standards or Americans with Disabilities Act compliance (collectively, a "Material Adverse Change"), which is not explicitly addressed within this Agreement and results in *significant extra* costs for either Party in relation to the performance of this Agreement, both Parties shall promptly meet, discuss in good faith, and agree upon reducing the technical, operational, and/or commercial impact of such Material Adverse Change.

28. Cooperative Purchases. This Agreement may be used by Customer Affiliates. CentralSquare agrees to offer similar services to other Affiliates under the same terms and conditions as stated herein except that the Fees may be negotiated between CentralSquare and other Affiliates based on the specific revenue expectations, agency reimbursed costs, and other Affiliate requirements. The Customer will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such Affiliates. CentralSquare and the Affiliate will enter into any such arrangement with an amendment to this Agreement.

29. Order of Precedence.

29.1. In the event of any conflict or inconsistency between this Agreement, the Exhibits, or any purchase order, then the following priority shall prevail:

29.1.1. The main body of this Agreement and any associated amendments, statements of work (including Exhibit 5 (Statement of Work)), or change orders and then the attached Exhibits to this Agreement in the order in which they appear.

29.2. Customer's purchase terms and conditions or CentralSquare's sales terms and conditions are not applicable and shall have no force or effect, whether referenced in any document in relation to this Agreement.

29.3. Incorporated Exhibits to this Agreement:

Exhibit 1: Solution(s) and Services Fee Schedule

Exhibit 2: Maintenance & Support

Exhibit 3: CentralSquare Access Management Policy

Exhibit 4: Certificate of Insurance (Evidence of Coverage)

Exhibit 5: Statement of Work

Exhibit 6: Service Level Commitments

EXHIBIT 1
Solution(s) and Services Fee Schedule

Quote #: Q-132872

SOFTWARE INCLUDED

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
1.	Daily Extract of EAM AWS Customer Database	1	1,950.00	1,950.00
2.	Enterprise Asset Management Bundle - SaaS Subscription	12	2,100.00	25,200.00
			Software Total	27,150.00 USD

SERVICES INCLUDED

	DESCRIPTION	TOTAL
1.	Public Administration Consulting Services - As Incurred	5,040.00
2.	Public Administration GIS Services - As Incurred	7,200.00
3.	Public Administration Project Management Services - As Incurred	4,320.00
4.	Public Administration Technical Services - As Incurred	6,120.00
5.	Public Administration Training Services - As Incurred	3,600.00
	Services Total	26,280.00 USD

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QUOTE SUMMARY

Software Subtotal	27,150.00 USD
Services Subtotal	26,280.00 USD
Quote Subtotal	53,430.00 USD
Quote Total	**53,430.00 USD**

RECURRING FEES

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	27,150.00

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

Renewals Budget

Products - Plant (stays on premise)	QTY	4/1/24 - 3/31/25	4/1/25 - 3/31/26
Asset Management - Assets Annual Maintenance Fee	2	$1,236.70	$1,267.62
Asset Management - Work Annual Maintenance Fee	5	$2,510.81	$2,573.58
		$3,747.51	**$3,841.20**
		2/26/24 - 2/25/25	**2/26/25 - 3/31/26**
Asset Management - Assets Annual Maintenance Fee	6	$2,400.00	$2,705.44
Asset Management - Work Annual Maintenance Fee	3	$1,200.00	$1,352.72
		$3,600.00	**$4,058.16**

Payment Terms:

Subscriptions:

- If applicable, Annual Subscription Fees are due on the Delivery Date, and annually thereafter on the anniversary of the Delivery Date.
- Annual Subscription Fees shall increase by 5% each year

Services:

Payment Schedule:

	Implementation Services
30%	Due on Effective Date
20%	Due at Project Kickoff
15%	Due at completion of 1st End User Training Session
30%	Due at Go Live
5%	Due at completion of Reliability Period

- If applicable, non-fixed fee professional services shall be due as incurred on a time and materials basis. Non-fixed fee professional services are not included in the percentages outlined in the above Payment Schedule.
- If applicable, non-fixed fee travel expenses shall be due as incurred, invoiced monthly for the travel expenses of the preceding month. Non-fixed fee travel expenses are not included in the percentages outlined in the above Payment Schedule.
- If applicable, Fixed Fee travel expenses are included in the percentages outlined in the above Payment Schedule.

Hardware:

- If applicable, Non-subscription Hardware Fees are due on the Effective Date.

Licenses:

- If applicable, License Fees are due on the Delivery Date.

Support & Maintenance

- If applicable, Support & Maintenance Fees are due annually, starting prior to the first anniversary of the Delivery Date and annually thereafter.
- Annual Software Maintenance Fees shall increase by 5% each year.

- If applicable, legacy support and maintenance shall be due until the Delivery Date of the applicable replacement software. Any unused pre-paid support and maintenance shall be credited as a pro-rated amount towards the next applicable subscription software invoice due under this Agreement, or future invoice.

Third Party:

- If applicable, Third-Party Software Fees are due on the Effective Date. Third-Party software subscriptions and/or support fees shall be due annually thereafter on the anniversary of the Effective Date. Third-Party Software fees are subject to increase each year.
- If applicable, Third-Party Services shall be due 50% at Effective Date, 25% at completion of 1st End User Training Session, and 25% at Go Live.

Invoice Terms:

CentralSquare shall provide an invoice for the items in the schedule above no less than thirty (30) days prior to the due date.

ANCILLARY FEES

a. Customer is responsible for paying all taxes relating to this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide CentralSquare valid proof of exemption; otherwise, CentralSquare will invoice Customer and Customer will pay to CentralSquare all such tax amounts.
b. To the extent allowable by law, if Customer fails to make any payment when due, then CentralSquare may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly, or, if lower, the highest rate permitted under applicable law; and if such failure continues for 90 days following written notice thereof, CentralSquare may suspend performance or access until past due amounts have been paid.

EXHIBIT 2
Maintenance & Support

This Maintenance & Support Exhibit describes support and maintenance relating to technical support that CentralSquare will provide to Customer during the Term of the Agreement.

1. Product Updates and Releases

1.1. Software Version. "Software Version" means the base or core version of the Software that contains significant new features and significant fixes and is available to the Customer. Software Versions may occur as the Software architecture changes or as new technologies are developed. The nomenclature used for updates and upgrades consists of major, minor, build, and fix and these correspond to the following digit locations of a release, a,b,c,d. An example of which would be 7.4.1.3, where the 7 refers to the major release, the 4 refers to the minor release, the 1 refers to the build, and the 3 refers to a fix. All Software Versions are provided and included as part of this Agreement.

1.2. Updates. From time to time CentralSquare may develop permanent fixes or solutions to known problems or bugs in the Software and incorporate them in a formal "Update" to the Software. If Customer is receiving technical support from CentralSquare on the general release date for an Update, CentralSquare will provide the Customer with the Update and related Documentation at no extra charge. Updates for custom configurations will be agreed upon by the Parties and outlined in a Statement of Work or Change Order.

1.3. Releases. Customer shall agree to install and/or use any New or Major Release within one year of being made available by CentralSquare to avoid or mitigate a performance problem, ineligibility for Support and Maintenance Services or infringement claim. All modifications, revisions and updates to the Software shall be furnished by means of new Releases of the Software and shall be accompanied by updates to the Documentation whenever CentralSquare determines, in its sole discretion, that such updates are necessary.

2. Support

2.1. CentralSquare shall provide to Customer support via toll-free phone number *833-278-7877* or via the CentralSquare Support Portal. CentralSquare shall provide to Customer, commercially reasonable efforts in solving errors reported by the Customer as well as making available an online support portal. Customer shall provide to CentralSquare reasonably detailed documentation and explanation, together with underlying data, to substantiate errors and to assist CentralSquare in its efforts to diagnose, reproduce and correct the error. Should either Party not be able to locate the error root cause and Customer and CentralSquare agree that on-site services are necessary to diagnose or resolve the problem CentralSquare shall provide a travel estimate and estimated hours in order to diagnose the reported error.

2.2. If after traveling onsite to diagnose a reported error and such reported error did not, in fact, exist or was not attributable to a defect in the Software provided by CentralSquare or an act or omission of CentralSquare, then Customer shall pay for CentralSquare's investigation, travel, and related services in accordance with provided estimate. Customer must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Exhibit, including remote access in accordance with the Remote Access Policy.

3. Online Support Portal

Online support is available via https://support.centralsquare.com/s/contact-us, offering Customer the ability to resolve its own problems with access to CentralSquare's most current information. Customer will need to enter its designated username and password to gain access to the technical support areas on CentralSquare's website. CentralSquare's technical support areas allow Customer to: (i) search an up-to-date knowledge base of technical support information, technical tips, and featured functions; and (ii) access answers to frequently asked questions (FAQ).

4. Exclusions from Technical Support Services

CentralSquare shall have no support obligations to provide Support or Maintenance for Solutions that are not kept current to one version prior to the then current version of the Solution. CentralSquare shall have no support obligations with respect to any third-party hardware or software product not licensed or sold to Customer by CentralSquare ("Nonqualified Product"). Customer shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Software.

5. Customer Responsibilities

In connection with CentralSquare's provision of technical support as described herein, Customer acknowledges that Customer has the responsibility to do each of the following:

5.1 Provide hardware, operating system and browser software that meets technical specifications, as well as a fast, stable, high-speed connection and remote connectivity for accessing the Solution.

5.2 Maintain any applicable computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to CentralSquare are not due to hardware malfunction;

5.3 For CentralSquare Solutions that are implemented on Customer Systems, maintain the designated operating system at the latest code revision level reasonably deemed necessary by CentralSquare for proper operation of the Software;

5.4 Supply CentralSquare with access to and use of all information and facilities reasonably determined to be necessary by CentralSquare to render the technical support described herein;

5.5 Perform any test or procedures reasonably recommended by CentralSquare for the purpose of identifying and/or resolving any problems;

5.6 At all times follow routine operator procedures as specified in the Documentation or any error correction guidelines of CentralSquare posted on the CentralSquare website;

5.7 Customer shall remain solely responsible at all times for the safeguarding of Customer's proprietary, confidential, and classified information contained within Customer Systems; and

5.8 Reasonably ensure that the Customer Systems are isolated and free from viruses and malicious code that could cause harm before requesting or receiving remote support assistance.

6. Priorities and Support Response Matrix

The following priority matrix relates to software errors covered by this Agreement. Causes secondary to non-covered causes - such as hardware, network, and third-party products - are not included in this priority matrix and are outside the scope of this Exhibit. CentralSquare will make commercially reasonable efforts to respond to Software incidents for live remote based production systems using the following guidelines:

Priority	Issue Definition	Response Time
Priority 1 – Urgent	The software is completely down and will not launch or function.	Priority 1 issues must be called in via 833-278-7877 and will be immediately answered and managed by the first available representative.
Priority 2 – Critical	A high-impact problem that disrupts the customer's operation but there is capacity to remain productive and maintain necessary operations.	Priority 2 issues must be called in via 833-278-7877 and will be immediately answered and managed by the first available representative.
Priority 3 – Non-Critical	A Software Error related to a user function which does not negatively impact the User from the use of the system. This includes system administrator functions or restriction of user workflow but does not significantly impact their job function.	Priority 3 issues called in via 833-278-7877 will be immediately answered and managed by the first available representative. Non-Critical Priority 3 issues may also be reported via Https://support.centralsquare.com/s/contact-us
Priority 4 – Minor	Cosmetic or documentation errors, including Customer technical questions or usability questions.	Priority 4 issues called in via 833-278-7877 will be immediately answered and managed by the first available representative. Minor Priority 4 issues may also be reported via Https://support.centralsquare.com/s/contact-us

7. Exceptions. CentralSquare shall not be responsible for failure to carry out its Support and Maintenance obligations under this Exhibit if the failure is caused by adverse impact due to:

7.1. defectiveness of the Customer's Systems (including but not limited to environment, hardware or ancillary systems), or due to Customer corrupt, incomplete, or inaccurate data reported to the Solution, or documented defect.

7.2. denial of reasonable access to Customer's System or premises preventing CentralSquare from addressing the issue.

7.3. material changes made to the usage of the Solution by Customer where CentralSquare has not agreed to such changes in advance and in writing or the modification or alteration, in any way, by Customer or its subcontractors, of communications links necessary to the proper performance of the Solution.

7.4. a Force Majeure event (as outlined in Section 12), or the negligence, intentional acts, or omissions of Customer or its agents.

8. Incident Resolution. Actual response times and resolutions may vary due to issue complexity and priority. For critical impact level and above, CentralSquare provides a continuous resolution effort until the issue is resolved. CentralSquare will make commercially reasonable efforts to resolve Software incidents for live remote based production systems using the following guidelines:

Priority	Resolution Process	Resolution Time
Priority 1 – Urgent	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Customer to resume live operations on the production System.	CentralSquare will work continuously to provide the Customer with a solution that allows the Customer to resume live operations on the production system. CentralSquare will either resolve the issue or provide a resolution plan as soon as possible and not later than twenty-four (24) hours after notification.
Priority 2 – **Critical**	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Customer to resume normal operations on the production System.	CentralSquare will work continuously to provide the Customer with a solution that allows the Customer to resume normal operations on the production System. CentralSquare will either resolve the issue or provide a resolution plan as soon as possible and not later than thirty-six (36) hours after notification.
Priority 3 – Non – Critical	CentralSquare will provide a procedural or configuration workaround that allows the Customer to resolve the problem.	CentralSquare will work to provide the Customer with a resolution which may include a workaround or code correction within a timeframe that takes into consideration the impact of the issue on the Customer and CentralSquare's User base. Priority 3 issues have priority scheduling in a subsequent release.
Priority 4 – Minor	If CentralSquare determines that a reported Minor Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.	CentralSquare will work to provide the Customer with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no defined resolution time.

9. **Non-Production Environments.** CentralSquare will make commercially reasonable efforts to provide fixes to non-production environment(s). Non-production environments are not included under the response or resolution tables provided in this Exhibit.

   9.1. Maintenance. All non-production environment resolution processes will follow the structure and schedules outlined above for production environments.

   9.2. Incidents and service requests. Non-production environment incidents are considered priority 3 or 4, dictated by circumstances and will be prioritized and scheduled subordinate to production environment service requests.

10. **Training.** Outside the scope of training services purchased, if any, Customer is responsible for the training and organization of its staff in the operation of the Software.

11. **Development Work.** Software support and maintenance does not include development work either (i) on software not licensed from CentralSquare or (ii) development work for enhancements or features that are outside the documented functionality of the Software, except such work as may be specifically purchased and outlined in the Agreement. CentralSquare retains all intellectual property rights in development work performed and Customer may request consulting and development work from CentralSquare as a separate billable service.

12. **Technology Life Expectancy**. Customer understands, acknowledges and agrees that the technology upon which the Hardware, Solution and Third-Party Software is based changes rapidly. Customer further acknowledges that CentralSquare will continue to improve the functionality and features of the Solution to improve legal compliance, accuracy, functionality and usability. As a result, CentralSquare does not represent or warrant that the Hardware, Solution and/or Third-Party Software provided to Customer under this Agreement or that the Customer Systems recommended by CentralSquare will function for an indefinite period of time. Rather, CentralSquare and Customer may, from time to time, analyze the functionality of the Hardware, Solution, Third-Party Software and Customer Systems in response to changes to determine whether Customer must upgrade the same. Customer upgrades may include without limitation, the installation of a new Release, additional disk storage and memory, and workstation and/or server upgrades. Customer upgrades may also include the installation and/or removal of Third-Party Software. Customer is solely responsible for all costs associated with future resources and upgrades.

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EXHIBIT 3
CentralSquare Access Management Policy

In order to provide secure, federally compliant connections to agency systems CentralSquare Technologies ("CentralSquare") requires BeyondTrust or SecureLink as the only approved methodology of connection. BeyondTrust and Securelink provide the necessary remote access in order to service and maintain CentralSquare products while adhering to the Federal Bureau of Investigations Criminal Justice Information Services requirements. Both solutions utilize two-factor authentication Federal Information Processing Standard Publication ("FIPS") 140-2 validated cryptographic modules and AES encryption in 256-bit strengths.

BeyondTrust and Securelink are addressed in turn via this Access Management Policy; Customers may choose which remote privileged access management solution will be utilized by CentralSquare.

BeyondTrust

The BeyondTrust remote support solution may be utilized via escorted session or a jump Customer. As for an escorted session, when an agency needs assistance from CentralSquare, the agency employee requesting assistance will receive verbal or email communication with a session key necessary to enable remote access. If a verbal key is provided, the user enters the session key after visiting https://securesupport.centralsquare.com.

Jump Customers are a Windows service that can be stopped/started to facilitate a support session. Connections made via jump Customer can be active or passive. An active jump Customer is always available. A passive connection is enabled for a specific purpose and then disabled when not used. Regardless of the option selected, CentralSquare's support team will arrange a BeyondTrust session to establish the jump Customer.

The jump Customer resides on the agency side on the installed device, where an agency administrator can manage. Instructions on how to enable/disable jump Customers can be provided upon request. A sample workflow of a passive jump Customer is provided below:

> *Should an agency require support from CentralSquare, a call would be placed and/or a support ticket opened in the portal on the CentralSquare customer support website. Before accessing the agency's system and/or environment, the CentralSquare representative would send a notice of connection from the CentralSquare support portal instance. This notice can be sent to the individual at the agency that the CentralSquare representative is working with or other designated contacts as necessary. Upon receipt of the notice of connection, the agency personnel would enable the BeyondTrust jump Customer. The CentralSquare representative would then be admitted to the agency's system and/or environment to perform the necessary task. Upon completion of the task, the CentralSquare representative sends a notice of disconnection from the CentralSquare support portal instance. Upon receipt of the notice of disconnection, the agency personnel would then disable the BeyondTrust jump Customer.*

Securelink

Similar to BeyondTrust's escorted session, Securelink may be utilized via "quick connect". To enable a quick connect session when an agency needs assistance from CentralSquare, the Agency employee requesting assistance will enter a key code in order to connect for screen sharing on a device.

Similar to the jump Customer methodology, SecureLink may also be utilized via "gatekeeper". The sample workflow description for a jump Customer provided above is substantially similar to the workflow for gatekeeper.

Summation

BeyondTrust and Securelink allow customers the ability to monitor connectivity to the customer's network and maintain CJIS compliance while enabling CentralSquare to perform the necessary support functions.

EXHIBIT 4

Certificate of Insurance (Evidence of Coverage)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/06/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, LLC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326 CN130114897-EO/C-GAWU-24-25	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED CentralSquare Technologies, LLC 1000 Business Center Drive Lake Mary, FL 32746	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : The Charter Oak Fire Insurance Co. — 25615 INSURER B : Phoenix Insurance Company — 25623 INSURER C : Travelers Property Casualty Company Of America — 25674 INSURER D : Travelers Casualty And Surety Company — 19038 INSURER E : AIG Specialty Insurance Company — 26883 INSURER F :

COVERAGES **CERTIFICATE NUMBER:** ATL-005801055-00 **REVISION NUMBER:** 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			H-660-65758660-COF-24	08/31/2024	08/31/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [X] HIRED AUTOS ONLY SCHEDULED AUTOS [X] NON-OWNED AUTOS ONLY			BA-65783539-24-I3-G	08/31/2024	08/31/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[X] UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED [X] RETENTION $ 10,000			CUP-65801390-24-I3	08/31/2024	08/31/2025	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) [N] Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB-65783668-24-I3-G	08/31/2024	08/31/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	E&O/Cyber			01-492-21-01	08/31/2024	08/31/2025	Limit SIR	5,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance

CERTIFICATE HOLDER	CANCELLATION
CentralSquare Technologies, LLC 1000 Business Center Drive Lake Mary, FL 32746	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA LLC

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EXHIBIT 5
Statement of Work

(Attached)

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Implementation Statement of Work

Project: Valley Sanitary district, CA Enterprise Asset Management (EAM)

CentralSquare is implementing a configurable, commercially available, off-the-shelf solution. The parties mutually agree and acknowledge this Statement of Work (SOW) is to be a planning and general guidance document, not the detailed requirements or design of the solution (which will occur after contract signing).

Project Start Date

Parties agree the Project Kickoff Meeting will be scheduled within sixty (60) days from the Effective Date of the CentralSquare Solutions Agreement.

Services Scope

The following outlines the proposed methodology for the project management, consulting, configuration, testing, training, and other services work necessary for the implementation.

Functional Groups

The Enterprise Asset Management solution will be implemented for the District for the following functional groups:

- Wastewater Collections

Project Teams

Project teams from all parties will include functional experts, technical resources, and decision makers. CentralSquare and the Customer agree to make all necessary arrangements to ensure resources are available at each stage to ensure timelines are met. CentralSquare uses a RACI (Responsible, Accountable, Consulted, and Informed) chart to outline the expectations from each member of the team, from all parties. A sample RACI Chart can be found below.

Project Management Methodology

The implementation is conducted by a cross-functional team of experts from several departments within CentralSquare led by the assigned Project Manager. A phased approach to project management is followed to ensure the critical services are consistent and results are achieved. Phases include:

Initiation: This phase includes the contract execution and transition to the Service Delivery team. CentralSquare may schedule an all-team meeting to kick off the project. The kickoff meeting will include time for the project managers from both teams to review all contractual documentation and begin the process of finalizing the integrated project schedule.

Planning: During the planning phase, the project managers from both teams will meet to discuss all tasks and resources necessary to successfully complete implementation. The project team from CentralSquare will be finalized, project governance will be established, and a communications plan will be drafted and shared with the parties.

Deliverables during the planning phase include the integrated baseline project schedule, communications plan, resource plan, and governance plan.

Monitor and Control: Throughout the project, the project managers will work together on monitoring and controlling the overall project health. This includes regular status meetings/reports, quality reviews, managing risks/issues, and managing resources. Project managers will work together to manage the overall timeline, scope

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and respective budgets, as well as ensuring the customer's objectives are being met along the way. Any items determined to be out of scope will be immediately address by Central Square and customer Project Manager.

Deliverables during this phase include regular status reports, risk/issue log, regular stakeholder meetings, and all project schedule updates.

Project Close Out: The final stage of the project includes an introduction and transition to the Customer Support team and the Customer Success team. During transition, the project managers will work together to conduct an audit of tasks and deliverables associated with the project. Any mutually agreed upon delayed deliverables will be scheduled for post go-live and documented. Any contracted post go-live activities will be reviewed and scheduled as necessary before transition to Customer Support.

Implementation Methodology

CentralSquare Professional Service Consultants and Project Manager follow a standard implementation approach divided into stages throughout the course of the project. Several types of services and resources (defined herein) will be used during each stage to complete the necessary steps for successful deployment of the contracted services.

Installation:

CentralSquare Cloud Services team will deploy the EAM environment in the appropriate Amazon Web Services (AWS) region and generate the District's master configuration profile. This configuration includes the various backend account information the EAM uses, accounts for the City to remote to the "Desktop Utilities Machine", and the EAM software version to be used. This information is stored in a secure, client-specific storage "bucket" that only the EAM automated provisioning system can access.

CentralSquare will execute an AWS Cloud-formation script that takes all configuration information and automates the creation of the Customer's entire environment (network, firewall rules, hosts, database, load balancers, etc.) to best optimize the hosting environment for the EAM. Once the environment is up, CST will perform connectivity tests to ensure the environment is functioning properly.

Participation in the Installation task will include CST Project Manager, CST Cloud Specialist and the Ditricts IT Subject Matter Expert.

Analysis:

During this stage of the implementation, CentralSquare Consultants will meet with the Customer's functional experts to review the current workflows of key functions impacted by this project and the contract software. In this stage we also begin the process of data conversion by analyzing your legacy data. Significant tasks include:

Major Task	Description
GIS Integration	The GIS specialist will first perform a GIS audit to review the existing GIS architecture and discuss ESRI deployment options. A data mapping exercise will then align each GIS feature class layer to the pertinent asset module and the GIS data will be loaded into EAM using synchronization tools. Once the initial GIS data has been loaded, the various system settings will be adjusted to refine how data flows between EAM and GIS to ensure full synchronization for all editing workflows.

Configuration:

Finalizing the EAM configuration will be a collaborative process driven by the functional requirements discovered during the business process review and through consultative engagements between CentralSquare staff and the customer's Subject Matter Experts. Significant tasks include:

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Major Task	Description
System Configuration	The consultant will build the initial configuration based on the Business Process Review and Workflow Setup activities. Further refinement of the system configuration will be performed collaboratively with subject matter experts from each functional group.
Configuration Validation	The consultant will work with the system administrator to develop an Acceptance Test Plan to verify the configured EAM meeds the stated functional requirements.
Admin Skills Workshops	Training classes, designed as hands-on workshops, include building code tables, picklists, system settings, and assignment of security permissions. Designed for supervisors, system administrator, and staff with decision-making authority. Please see below for more details.

Admin Skills Workshops:

The System Administrator training classes are designed as hands-on workshops, include building code tables, picklists, system settings, web dashboard / form / view configuration and assignment of security permissions. Designed for supervisors, system administrator, and staff with decision-making authority, these workshops help define the application configuration process for designated project committee members. These classes should be attended by those responsible for maintaining user information and code tables, as well as by subject-matter experts in the specific application area. Class time focuses on configuration under the guidance of the assigned CentralSquare trainer, as well as to discuss CentralSquare recommendations regarding potential configuration options as identified. Details on the training agenda will be defined in the Training Plan.

Class Title	Training Type	Intended Audience	Topics	Location
System Admin Training	Instructor-led	System Admins	System Settings Web Configuration Work Flow Setup Security Import & Update EAM and GIS Integration GIS Map Setup	Remote

Integration / Interfaces:

Integrations are addressed on a case-by-case basis; we develop Integration Design Documents that define how systems should communicate and share information. These documents are used to prepare detailed scopes to develop, test, and implement designed integrations based on the District's defined requirements. Integrations and/or interfaces contracted for this project include:

Integration/ Interface	Use of System	Type / Frequency	Import/ Export	Interface Method
CCTV	Sewer / Storm Pipe Inspections and Observations in PACP format	Daily / Weekly / Monthly / As needed	Import	EAM Import & Update Tool
ESRI GIS	Uses a published feature service to synchronize data and display	Daily / Weekly / Monthly / As needed	Import / Export	Web services

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Integration/ Interface	Use of System	Type / Frequency	Import/ Export	Interface Method
	map data within the system			

Testing:

Testing will assess your team's readiness for Go Live. It is an iterative process, conducted by the client, to verify the configured EAM meets the stated functional requirements. This phase in especially important to ensure a smooth transition at go-live. Significant tasks include:

Testing Tasks	Definition
Planning	CST will work with the System Administrator to develop an Acceptance Test Plan to verify the configured EAM meets the stated functional requirements. This Plan will include user test scripts covering the various EAM functions
Issue Tracking	CST will collaborate with the System Administrator to maintain a log of issues, configuration problems, and software malfunctions identified during testing
Issue Resolution	CST will work collaboratively to resolve all such issues, problems and malfunctions to the customer's satisfaction
Acceptance Testing	System Administrator will perform acceptance testing to ensure acceptance criteria items have been addressed, and certify EAM is ready for "go-live"

Training:

CentralSquare will ensure the preparation, documentation, and delivery of training is effective across all of CentralSquare branded core applications, add-ons, and interfaces. CentralSquare Consultants work with customer administration and subject matter experts to establish a training plan to include the course objectives, schedule, location(s), and participants.

End-User Training:

End-user training provides hands-on, process-based instruction focusing on key tasks related to users' job responsibilities. A CentralSquare instructor provides materials and facilitates training on the chosen contracted solutions. End-user classes incorporate extensive activities based on realistic scenarios focusing on processes and tools within the applications for productive use of the system at and after Go-Live. Topics in end-user classes will include data entry, searching, reporting, and application navigation. Details on the training agenda will be defined in the Training Plan.

Core Solution	Training Type	Intended Audience	Topics	Location
Overview Training	Instructor-led Training	System Administrators SMEs	EAM Overview Dashboards Forms / Views Document Control	Remote
GIS	Instructor-led Training	System Administrators SMEs	Show in Map Open View in Map Create Request in Map Create Work Order in Map Add Asset/XY from Map	Remote

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Deployment:

Once the project passes the Go-Live readiness assessment, final planning for Go-Live takes place. This will include completing the staging of the production environment, defining a communications plan for Go-Live, and defining a Go-Live schedule that is mutually accepted significant tasks include:

Major Task	Description
Configure Production Environment	CentralSquare Consultant completes the Configuration Validation checklist of the system to verify system is configured to meet the requirements.
Plan Cutover Schedule and Comunications	Describes tasks to be handled by CentralSquare and Customer personnel during the initial cutover to Go-Live, including a detailed schedule of CentralSquare personnel covering each shift with resources, process for reporting issues, how they will be handled or escalated, contact names/phone numbers onsite staff, remote and third-party vendors.
Execute Go Live	The transition from the legacy system to the EAM system. Conducts normal day-to-day business with the new system.
Go Live Support	This session will be used to provide support for Go Live. The topic will be determined by client needs.

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Sample RACI Chart

- **R**esponsible (Who is/will be doing this task?)
- **A**ccountable (Who is the decision maker?)
- **C**onsulted (Anyone/stakeholders that can talk about it.)
- **I**nformed (Whose work depends on this task/needs to be kept up to date?)

	Sales	Project Management			RMO		Service Delivery						GIS		Cloud Services		Cust Success	Support	Customer			
	Account Executive	PMO Senior Leadership	PM Manager	Project Manager	RMO Leadership	Resource Planner	SD Senior Leadership	SD Manager	Trainer	Consultant	Installation Specialist	Data Conversion Specialist	GIS Manager	GIS Specialist	Cloud Team Leadership	Cloud Team	Cust Success Manager	Support Analyst	Customer Sponsor	Customer PM	Cust Functional Leads	Customer SMEs
Phase 1: Initiation																						
Assigning a Project Manager			R, A	I				I														
Sending Introductory Email to Customer				R, A				I												I		
Performing Contract / Project Setup and Intelligence Review			C	R, A				I														
Sizing a Project for Velocity			C	R, A				C														
Requesting an Implemenation Guide			C	R, A																		
Building Project Folder				R, A																		
Building Initial Draft of Project Artifacts			C	R, A																		
Initially Contacting Third Party Vendors				R, A																		
Requesting Work From the Cloud Team				R, A				I							I	I						
Sending Welcome Package to Customer				R, A						I									I	I	I	I
Conducting Sales to Service Transition Call	C		C	R, A				C	I	I	I	I	C	I		I						
Initially Calling Customer				R, A						I									I	C	I	I
Drafting Initial Project Timeline				R, A		I		C		I									I	C	C	C
Completing Project Initiation Checklist				R, A															I	C	C	C
Phase 2: Planning																						
Performing Project Kickoff	I	I	C	R, A			I	C	C	C	C	C	C	C	I	I			C	C	C	C
Scheduling Resources			I	C	C	R		A,C	I	I	I	I	C	I		I						
Reviewing Project Plan with Customer				R, A						I									I	C	C	C
Receiving Project Plan Customer Signoff		I	I	R, A	I	I	I	I	I	I	I	I	I	I	I	I			C	C	C	C
Completing Project Planning Checklist				R, A															I	C	C	C
Phase 3: Monitor & Control																						
Conducting Cadenced Status Meetings				R, A					C	C	C	C		C		C				C	C	C
Completing Monthly Status Reporting		I	I	R, A			I	I	C	C	C	C	I	C	I				I	I		
Performing Issue Management		I	C	R, A			I	C	C	C	C	C	C	C	I	C			I	C	C	C
Performing Risk Management		I	C	R, A			I	C	C	C	C	C	C	C	I	C			C	C	C	C
Performing Change Control Management				R, A															C	C	C	C
Performing Change Management				C															R, A	R	R	R
Performing Project Health Management		I	C	R, A			I	C	C	C	C	C	C	C	I	C			I	C	C	C
Performing Executive Stakeholder Management		I	C	R, A			I	C	C	C	C	C	C	C	I	C			C	C	I	I
Preparing for Go-Live		I	C	R, A			I	C	C	R	R	C	C	C	C	C	I	I	I	C	C	C
Conducting Go-Live	I	I	C	R, A			I	C	C,R	R	R	R	C	R		R			I	C	C	C
Stage 1: Analysis																						
Workflow Analysis			I	I			I	C	C	R	A	C	C	C					I	C	C	C
Analyze Technical and Functional Requirements			I	I			I	C	C	R	A	C	C	C					I	C	C	C
Data Migration Mapping			I	I			I	C	I	A	C	R	C	C					I	C	I	C
Stage 2: Configuration																						
Build Environment				I			I	I	I	A	R		C	C					I	I	C	C
Configure Environment									C	R	C		C	C					I	I	C	C
Unit Testing				A						R	C		C	C					I	I	C	C
Adminstrative Workshops									R	C			I	I					I	I	C	C
Data Conversion				I				I		A	C	R	I	C					I	I	I	I
Stage 3: Testing																						
Testing				I				I		R	C									I	C	C
Fix Issues and Retest				I				C		R	A	C									C	C
System Sign-Off				A				I		R	C		I	C					I	C	C	C
Knowledge Transfer/User Training				I				I	R													
Go-Live Readiness				A				I		R									I	I	I	I
Stage 4: Deployment																						
Configure Production Environment			I	I			I	I		C	R										C	C
Plan Cutover Schedule and Communications				R				C		C	C								I	C	C	C
Pre-Launch Testing								I		R	C											
Go-Live + Communication		I	C	R				C		C	C								I	I	I	I
Phase 4: Closeout																						
Completing Transition to Support and CSM		I	I	R, A			I	I	I	I	I	I	I	I			R	R		C	C	C
Delivering Post Go-Live Items				R, A					R	R	R	R		R								
Performing Post Go-Live Issue Resolution				R, A					R	R	R	R		R		R		R				
Conducting Closeout Meeting with Customer				R, A															I	C	C	C
Performing Contract Reconciliation				R, A					I													
Completing Lessons Learned		I	C	R, A	I	C	I	C	C	C	C	C	C	C	I	C	I	I				
Archiving Project Folder				R, A																		
Performing Management Review			C	R, A																		
Closing Project in OpenAir				R, A																		
Completing Project Closeout Checklist				R, A																		

EXHIBIT 6
Service Level Commitments

The following applies to any CLOUD (non-OPS designated) Software Subscriptions on Exhibit 1 as a cloud hosted Solution.

1. **Service Level Commitments**

A. Availability. During any calendar month, the availability of the Solution shall be no less than 99.9%, excluding scheduled maintenance. CentralSquare shall provide Customer with prompt notification as soon as it becomes aware of any actual or potential unscheduled downtime of the Solution, as well as continual periodic updates during the unscheduled downtime regarding CentralSquare's progress in remedying the unavailability and estimated time at which the Solution shall be available.

B. Measurement. Service availability is measured as the total time that the solutions are available during each calendar month for access by Customer ("Service Availability"). Service Availability measurement shall be applied to the production environment only, and the points of measurement for all monitoring shall be the servers and the internet connections at CentralSquare's hosted environment.

C. Calculation. Service availability for a given month shall be calculated using the following calculation:
   I. The total number of minutes which the service was not available in a given month shall be subtracted from the total number of minutes available in the given month. The resulting figure is divided by the total number of minutes available in the given month.
   II. Service availability targets are subject to change due to the variance of the number of days in a month.
   III. The total number of minutes which the service was not available in a given month shall exclude minutes associated with scheduled or emergency maintenance.

D. Remedy. If the service period target measurement is not met, then the customer shall be entitled to a credit calculated as follows:

Service availability	Credit percentage
Less than 99.9% but greater than or equal to 99.0%	5%
Less than 99.0% but greater than or equal to 95.0%	10%
Less than 95%	20%

Service Availability in the relevant Service Period	**Percentage Reduction in Monthly Fee for the Subsequent Service Period**
Less than 99.9% but greater than or equal to 99.0%	5%
Less than 99.0% but greater than or equal to 95.0%	10%
Less than 95%	20%

E. Credit must be requested by the customer within sixty (60) days of the failed target. Any credit awarded shall be applied to the next applicable invoice. Customer shall not be eligible for credits where customer is more than thirty (30) days past due on their account.

2. Exceptions. The Service Level Commitments and availability stated in this Exhibit do not cover services interruptions or performance issues that are caused by factors outside of CentralSquare or it's hosting partner's control. Such factors may include, but are not limited to:

A. Internet Access. Issues relating to Customer's internet access. Any outages, slowdowns, or other problems related to the internet connection are explicitly disclaimed;

B. Customer's Internal Network Issues. Issues originating from Customer's internal network such as network congestion, network equipment failure, or misconfigurations are explicitly disclaimed;

C. Third-Party Acts. Issues caused by the acts or omissions of third-parties, including providers of internet services, or for issues arising from third-party software or hardware that is not provided by CentralSquare is explicitly disclaimed;

D. Gross Negligence or Willful Misconduct. Issues relating to the failure or delay in performance to the extent caused by the acts or omissions of Customer or its agents constituting gross negligence or willful misconduct are explicitly disclaimed; and,

E. Force Majeure. A force majeure event such as natural disasters, acts of God, or any other cause constituting force majeure are explicitly disclaimed.

3. Server Performance & Capacity. The standard provisioning of storage for the cloud solutions is 1 terabyte. If Customer requests to add additional Software, increase storage or processing requirements, and/or request additional environments, these requests will be evaluated and if additional resources are required to support modifications, additional fees may apply at per unit (gigabyte, hour, license, etc).

4. Non-Production Environments. Included in the subscription fee is access to the training environment during the hours of 8:00am – 4:00pm EST, Monday through Friday. Should the Customer require extended access for items such as internal training, CentralSquare can make exceptions provided that Customer provide reasonable advance written notice. CentralSquare will then work with the Customer to enable access in accordance with an agreed upon schedule.

ITEM 8.2
ACTION

Valley Sanitary District

DATE:	**March 11, 2025**
TO:	**Board of Directors**
FROM:	**Ron Buchwald, District Engineer**
SUBJECT:	**AUTHORIZE THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH DUDEK FOR ELECTRICAL DESIGN SERVICES IN AN AMOUNT NOT TO EXCEED $88,440.**

Suggested Action
Approve

Strategic Plan Compliance
GOAL 1: FACILITIES. Reliable, Sustainable Facilities that Meet Customer Needs

Fiscal Impact
The fiscal impact of this contract is $88,440 and is included in the approved FY 24/25 CIP Budget as part of the Vehicle and Equipment Replacement Fund.

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

Background
In order to relieve the loads on Switchboard MS, staff has been preparing to replace the old Generator No. 1 that was decommissioned many years ago due to age and new AQMD regulations on natural gas generators. In 2023 with Board approval, staff purchased a new generator and automatic transfer switch (ATS) from Quinn to replace Generator No. 1. In March and April 2024, staff issued an RFP to procure contractors who could install the generator, ATS as well as the electrical appurtenances required to install fuel dispensing equipment for both the gasoline and diesel fuel tanks. On June 11, 2024, the Board awarded a contract to AG Engineering to provide the electrical appurtenances to install the generator, ATS and fuel dispensing equipment. AG Engineering could not fulfill the contract requirements, mainly furnishing the required bonds. VSD cancelled the contract with AG Engineering.

The project was postponed. After further discussions between staff and management it was decided that the best approach forward would be to properly design the electrical work needed for this project and then to bid the work out to prospective contractors.

In November 2024, Staff contacted Dudek Engineering to solicit a proposal to perform the necessary electrical design. Dudek was selected for this work as they were awarded a 3-year contract to provide On-Call Engineering Services through a Request for Proposal process in October 2022. Dudek is a local firm who has performed this type of design work for VSD many times over the years. Dudek provided a proposal in December 2024. Staff reviewed and negotiated a revised proposal which is included with this staff report.

Recommendation
Staff recommends that the Board of Directors authorize the General Manager to execute a Contract with Dudek to provide electrical design services in an amount not to exceed $88,440.

Attachments
8.2 Attachment A Dudek Proposal - p202401482 WRF Headworks Stby Gen & Fuel Station Power & Conduits - R1.pdf

February 11, 2025

Mr. Ron Buchwald, PE
Valley Sanitary District
45500 Van Buren Street
Indio, CA 92201

Subject: **Valley Sanitary District Water Reclamation Facility Headworks New Standby Generator and ATS and Plant Fuel Dispensing Stations Power and Conduits Proposal**

Dear Mr. Buchwald:

Thank you for the opportunity to present our proposal under the On-Call Contract to design the installation of a new diesel standby generator and Automatic Transfer Switch (ATS) that the District pre-purchased, and design for power circuits and conduits supporting fuel dispensing tank upgrades being performed by the District. The following proposal includes our understanding of the project, scope of work, and estimated level of effort.

1 Project Understanding and Overview

Dudek and District Staff conducted a site visit in November 2024 to the Valley Sanitation District's (VSD or District) Water Reclamation Facility (WRF). Based on the site visit, it was determined that the District would like to make the following improvements and modifications within the WRF:

Headworks and Influent Pump Station Standby Generator and Automatic Transfer Switch

The existing headworks and influent pump station equipment is powered by existing MCC-IM in the Headworks Electrical Building. Existing MCC-IM receives "standby" power from an existing ATS/SWBD at existing Pump Station #2 that is served by an existing 225 kW diesel standby generator. The existing ATS does not have source bypass capability to allow for ATS maintenance or repairs without de-energizing the load. The District has pre-purchased a 500 kW diesel standby generator and 1000-amp automatic transfer switch with source bypass capability. The District intends for the new ATS and 500 kW generator to provide standby power to existing MCC-IM. Improvements include:

- Design the installation of the pre-purchased 500 kW generator on a new concrete pad northeast of the existing influent pump station and north-northwest of the Diesel Dispensing Station.
- Design the installation of the pre-purchased ATS on a new concrete pad near the 500 kW generator.
- Intercept the power conduits between existing SWBD-S and existing MCC-IM at an existing manhole and extend them to the pre-purchased ATS. Provide new conductors between the ATS and MCC-IM, and between the ATS and SWBD-S.

- New power conduit and conductors from 500 kW generator to ATS.
- Extend 120/208V power from the panelboard in MCC-IM or provide a 480V and a step-down transformer from existing MCC-IM to provide 120/208V power to the 500 kW generator's auxiliary power panelboard.
- Conduit, existing conduit, and communication cables (Ethernet or Modbus RTU RS-485) from 500 kW generator and new ATS to existing network switch in PLC enclosure in the Headworks Electrical Building (via existing conduits into the building) to communicate/transmit all I/O from ATS and generator to the existing Plant Control System.
- Provide a performance-based specification for contractor to provide and connect temporary generators to minimize downtime at headworks for the work to tie in the new ATS and generator. Contractor shall schedule and coordinate outages for connection of temporary power with the City in advance. City anticipates 3 temporary generators are required. This will likely be included in Section 01010, Summary of Work.

Existing Gasoline Dispensing Station

The existing gasoline fuel tank and dispensing station is located east of the Laboratory Building and south of the existing Shop Building. The District is in the process of upgrading the existing gasoline fuel tank and dispensing station to comply with the latest codes under a project by Orange Coast Petroleum Equipment. Orange Coast is providing equipment at the fuel tank/fuel dispensing station and outside the hazardous envelope. An air-conditioned equipment enclosure with controller and tank monitor inside, and emergency fuel shutoff switch will be located on the exterior of the west wall of the existing Shop Building at the southwest corner of the building by Orange Coast Petroleum Equipment. A fuel pump and fuel management system device will be located within the containment area at the existing tank by Orange Coast Petroleum Equipment. Dudek's understanding of the scope of work under this project at this location is:

- A new exposed conduit and conductors for three 120VAC, 20A circuits from the existing 120/208VAC panelboard in the existing Shop Building to the location of the air-conditioned equipment enclosure by Orange Coast Petroleum Equipment.
- Three new underground 1-inch conduits from the location of the air-conditioned equipment enclosure (by Orange Coast) to the approximate location of the fuel pump and fuel management system device. Devices and enclosures by Orange Coast Petroleum Equipment Stub-up location will be coordinated with the District to be at the exterior the containment wall near the future equipment locations, extending a minimum of 24-inches above grade with sealing fittings. Conductors and cables in the three conduits will be by Orange Coast Petroleum Equipment.
- A new ground rod outside the containment area. Conductors from ground rod to equipment will be by Orange Coast Petroleum Equipment. Terminations to ground rod and to equipment will be by Orange Coast Petroleum Equipment.
- Restoration of concrete and asphalt as required to match existing.

Dudek's understanding is that the following will be provided by Orange Coast Petroleum Equipment based on a conversation with David Hoferer on 11/19/2024:

- All work on top of the tank and mounting of equipment at the tank/confinement area.

- An air-conditioned equipment enclosure with controller and tank monitor inside, and emergency fuel shutoff switch located on the exterior of the west wall of the existing Shop Building at the southwest corner of the building. Provide all conductors and cables form this enclosure to all devices and to containment pit devices.
- Provide all conductors and cables with exception of the three 120VAC circuits.
- Grounding of all tanks and equipment to the ground rod using bare copper conductor.

Diesel Dispensing Station

The existing and new diesel fuel tank and dispensing station is located east of the existing screenings facility. The District is in the process of installing the new diesel fuel tank, its instruments, controls, and appurtenances under a project by Orange Coast Petroleum Equipment. Orange Coast Petroleum Equipment is providing equipment at the diesel fuel tank/diesel fuel dispensing station and outside the hazardous envelope. An air-conditioned equipment enclosure with controller and tank monitor inside, and emergency fuel shutoff switch (all by Orange Coast Petroleum Equipment) will be located adjacent to an existing light pole west of the diesel dispensing station outside of the containment area and hazardous envelope. A fuel pump and fuel management system device will be located by Orange Coast Petroleum Equipment within the containment area at the new diesel tank. Dudek's understanding of the scope of work under this project at this location is:

- New conductors for three 120VAC, 20A circuits from the existing panelboard in existing MCC-IM to the location of the air-conditioned equipment enclosure at the light pole via existing conduits.
- Three new underground 1-inch conduits from the location of the air-conditioned equipment enclosure to the approximate location of the diesel fuel pump and fuel management system device. Stub-up location will be coordinated with the District to be at the exterior the containment wall near the future equipment locations, extending a minimum of 24-inches above grade with sealing fittings. Conductors and cables in the three conduits will be by others.
- A new ground rod outside the containment area. Conductors from ground rod to equipment will be by Orange Coast Petroleum Equipment. Terminations to ground rod and to equipment will be by Orange Coast Petroleum Equipment.
- Restoration of concrete and asphalt as required.

Dudek's understanding is that the following will be provided by Orange Coast Petroleum Equipment based on a conversation with David Hoferer on 11/19/2024:

- All work on top of the tank and mounting of equipment at the tank/confinement area.
- Provide an air-conditioned equipment enclosure with controller and tank monitor inside, and emergency fuel shutoff switch located at the light pole. Provide all conductors and cables form this enclosure to all devices and to containment pit devices.
- Provide all conductors and cables with exception of the three 120VAC circuits.
- Grounding of all tanks and equipment to the ground rod using bare copper conductor.

2 Scope of Services

TASK 1 PROJECT ADMINISTRATION/MANAGEMENT

Project administration includes a virtual project kick-off meeting and (2) virtual project design review meetings. A site walk was completed with the District in which an understanding of District's expectations of scope was obtained. Additional project development can take place, if needed, during the project kick-off meeting. Project management and administration includes preparation and maintenance of the project schedule and related monthly progress reporting and invoicing. Data Collection/Review includes reviewing record drawings, shop drawings and information provided by the District prior to beginning Final Design.

Cost for Task 1.....$13,960.00

TASK 2 FINAL DESIGN

Dudek will prepare a complete set of Contract Documents (Construction Drawings and Specifications) for construction of the project scope using the District's standard format at two (2) completion levels—90% and Final. The anticipated project drawing list is as follows:

Drawing Number	Title
C-1	Title Sheet, Sheet Index, General Notes, Symbols, Abbreviations, Vicinity and Location Maps
C-2	Overall Site Plan
C-3	Equipment Pad
E-1	Electrical Symbols, Legend & Abbreviations
E-2	SWBD-S, ATS/SWBD at Pump Station No. 2, & MCC-IM Modified Single-Line Diagrams
E-3	Panel Schedules & Calculations
E-4	Headworks Area & Diesel Fuel Dispensing Station Area Partial Site Plan
E-5	Headworks Generator & ATS Power & Grounding Plan
E-6	Gasoline Fuel Dispensing Station Area Power Plan
E-7	Power & Controls Conduit Block Diagram
E-8	Electrical Details 1

90% Design Submittal

Drawings for this submittal shall include all drawings to a 90% completion level and technical specifications. Where possible, items will be specified on the Drawings to minimize the amount of specification sections provided in the Contract Documents. Technical specifications related to the proposed work effort will be included. Engineer's opinion of probable construction cost will be provided.

90% Design Submittal Deliverables

- PDF electronic copy of 90% Drawings.
- PDF electronic copy of 90% Technical Specifications.

- PDF electronic copy of 90% Engineer's Opinion of Probable Construction Cost.

Final Design Submittal

After the District completes a review of the 90% submittal, Dudek will prepare the Final Contract Documents. The Final Contract Documents shall incorporate all District comments from the 90% review, or an explanation of why the comment was incorporated with modifications or dismissed. The Final Contract Documents shall be stamped and signed by the Engineers of Record. An updated Engineer's opinion of probable construction cost will also be provided.

Final Design Submittal Deliverables

- PDF electronic copy of Contract Drawings.
- PDF electronic copy of Contract Specifications.
- PDF electronic copy of Final Engineer's Opinion of Probable Construction Cost.
- Hardcopies of the drawings will be provided to the City as requested.

Clarifications & Assumptions

Based on our discussions with the District on our site visit and information provided by the District, we are providing the following assumptions and clarifications:

- Existing site plan and area plan drawing AutoCAD files are not available from the District. Dudek assumes the District will provide PDF files of the latest record drawings for the headworks electrical building, shop building, existing fuel dispensing station, new fuel dispensing station, main switchgear building/area, existing generator building/area and site areas in between.
- District will provide record drawings showing the available spare conduits between manholes MH-1C and the Headworks Electrical Building, and MH-1D and the Headworks Electrical Building, or field verify the available spare conduits.
- Dudek will create Site and Plan drawings in AutoCAD by drawing on top of PDF files of record drawing site plans provided by the District and drawing on top of aerial maps in AutoCAD.
- A site survey will not be required.
- Potholing will be specified to be provided by the Contactor during construction. Dudek will coordinate with the District on how many potholes to specify. The specification will include pothole quantity and state that the Engineer will provide a potholing map to the Contractor during construction.
- The existing panelboard in the Shop Building is assumed to have available breaker space and available capacity for the gasoline fuel dispensing station circuit loads.
- SCADA, Headworks OIT, and Headworks PLC programming will be specified to be performed by Contractor to provide new ATS and new generator I/O to the plant control system.
- Engineering services during bid and construction services are not required.

Cost for Task 2 ..... $74,480.00

TOTAL COST $88,440.00

3 Schedule

Dudek anticipates the project kickoff meeting will be conducted within 4 weeks of notice to proceed, and submittal of 90% design drawings and specifications will be prepared within 6 weeks of the kick-off meeting. The Final Design Submittal is anticipated to be made 4 weeks following receipt of review comments.

4 Level of Effort and Fee Estimate

Dudek proposes to provide the scope of work herein for a not-to-exceed fee of $88,440.00. A breakdown of the fee by task is presented in the table on the following page.

Please feel free to call or email me at 760-479-4275/jschneider@dudek.com if you have questions regarding our proposal. We look forward to working with you and the District on this project.

Sincerely,

Joe Schneider, PE,
Principal Electrical Engineer

Att.: Ron Buchwald, PE

Dudek Labor Hours and Rates

	Project Team Role:	Project Manager	Senior Engineer	Project Engineer	CAD Designer	TOTAL DUDEK HOURS	DUDEK LABOR COSTS	OTHER DIRECT COSTS	TOTAL FEE
	Team Member:	J. Schneider	G. Ripperger	K.Muntz	N. Hunter				
	Billable Rate :	$300	$290	$230	$200				
Task 1	**Project Management**								
1.1	Project Meetings	24	4			28	$ 8,360	$ 800	$ 9,160
1.2	Project Management and Administration	8				8	$ 2,400		$ 2,400
1.3	Data Collection/Review	8				8	$ 2,400		$ 2,400
	Subtotal Task 1	**40**	**4**			**44**	**$ 13,160**	**$ 800**	**$ 13,960**
Task 2	**Final Design**								
2.1	Civil Drawings		8	16	40	64	$ 14,000		$ 14,000
2.2	Division 1, Civil Specifications		4	12		16	$ 3,920		$ 3,920
2.3	Electrical Drawings	70			128	198	$ 46,600	$ 200	$ 46,800
2.4	Electrical Specifications	20				20	$ 6,000		$ 6,000
2.5	Engineer's Opinion of Probable Construction Costs	6	2	6		14	$ 3,760		$ 3,760
							$ -		$ -
	Subtotal Task 2	**96**	**14**	**34**	**168**	**312**	**$ 74,280**	**$ 200**	**$ 74,480**
	Total Hours and Fee	**136**	**18**	**34**	**168**	**356**	**$ 87,440**	**$1,000**	**$ 88,440**
	Percent of Hours:	***38%***	***5%***	***10%***	***47%***	***100%***			

ITEM 8.3
ACTION

Valley Sanitary District

DATE: **March 11, 2025**

TO: **Board of Directors**

FROM: **Ron Buchwald, District Engineer**

SUBJECT: **AMENDMENT NO. 1 TO THE BULK CHEMICAL CONTRACT WITH UNIVAR SOLUTIONS**

Suggested Action
Approve

Strategic Plan Compliance
GOAL 1: FACILITIES. Reliable, Sustainable Facilities that Meet Customer Needs

Fiscal Impact
The fiscal impact will be $600,000 and this is within the current approved FY 24/25 budget.

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

Background
On August 2023, Staff sent out a Request for Proposals for Bulk Chemical delivery to supply required chemicals for our sewer treatment plant. After review of the three (3) proposals received, Univar Solutions was selected as the successful Proposer. On November 14, 2023, the Board authorized the General Manager to enter into a one-year contract that can be extended for two (2) one-year increments. Staff has been satisfied with the work from Univar Solutions and solicited a revised proposal for the upcoming 2025 year. Univar Solutions provided an updated quote that held the unit prices for Sodium Hypochlorite and Sodium Bisulfite equal to the previous year and reduced the unit price on Ferric Chloride by $0.40 per 250 gallon tote. Staff is requesting a new contract amount of $600,000 which is equal to the cost of chemicals purchased over the last two years. This is an increase in the contract amount of about $48,500. The amount of chemicals used every year changes due to operational and physical changes within the plant each year.

Recommendation

Approve amendment #1 to the contract with Univar Solutions to deliver bulk chemicals to VSD to be effective through January 1, 2026 (extending the contract one additional year) and authorize the General Manager to execute the amendment.

Attachments

8.3 Attachment A Univar Bid Renewal Letter -Sodium Hypo, Ferric Chloride, & Sodium Bisulfite-2025.pdf
8.3 Attachment B Amendment #1 to PSA Univar Chemicals.docx

Univar Solutions USA LLC.
8201 S. 212th
Kent, WA 98032-1994
USA

T 253-872-5040
F 253-572-5041
www.univarsolutions.com

February 17, 2025

Valley Sanitary Dist.
45500 Van Buren St.
Indio, CA 92201

RE: Renewal pricing for Supply & Delivery of Sodium Hypochlorite, Ferric Chloride & Sodium Bisulfite

Dear Ron;

Univar Solutions USA LLC. is pleased to offer the following 1-year renewal pricing on Sodium Hypochlorite, Ferric Chloride & Sodium Bisulfite.

CHEMICAL	QUANTITY	BID PRICE	UNIT	MIN. ORDER REQUIREMENT?	COMMENTS
16142437 Sodium Hypochlorite 12.5% NSF grade	Per Original Agreement	**$2.35**	**Gallon Delivered**	5,000 gal	Price stayed the same. Price includes Mille Fee.
16147454 Ferric Chloride 37-42% NSF grade	Per Original Agreement	**$10.10**	**Gallon Delivered**	1-250 Gallon totes	Price reduction.
16141680 Sodium Bisulfite 25% NSF grade	Per Original Agreement	**$1.8950**	**Gallon Delivered**	4,000 gal	Price stayed the same, and if firm for 2 years.

Univar will hold this pricing firm for the renewal term of February 20, 2025-December 31, 2026.
We re only offering pricing for one year on the Sodium Hypochlorite & Ferric Chloride.
The Sodium Bisulfite pricing is firm for 2 years.

All other information presented with/within the original bid/offer, including the agreed upon terms, conditions etc. remain the same.

Thank you for the opportunity to extend the current contract and to continue to supply Valley Sanitary Dist. We appreciate it.

Sincerely,

Jennifer Perras
Sr. Municipal Bid Specialist
Western Region
Univar Solutions USA LLC.
muniteam-west@univarsolutions.com
www.univarsolutions.com

Please Note: Seller shall indemnify Buyer for losses to the extent caused by Seller's negligence or breach of contract. Neither party is liable for incidental or consequential damages. Seller's liability is limited to the purchase price of the goods. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Please Note: Where applicable, any State, Federal or other appropriate taxes and/or the California Mill Assessment will appear as separate line items on any invoices from Univar. If Univar's offer (pricing) was inclusive of these charges – they will be backed out of the "product" line item and shown as their own line item(s) at the time of billing

Please Note: Cooperative Purchasing/Contract Piggy-Back Clauses: Unless otherwise checked "yes" within the attached offer, it is Univar's standard policy NOT to agree to/participate in Cooperative Purchasing but rather to work with each individual agency and reach a pricing agreement that is based on their needs and is advantageous for both parties. Unless otherwise noted within the attached offer – pricing within is only applicable for the locations (and any potential locations) listed within these bid documents.

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

For

Bulk Chemical Delivery

This Amendment # 1 (Amendment) to the Professional Services Agreement between the VALLEY SANITARY DISTRICT ("District") and Univar Solutions, ("Consultant") is effective on January 01, 2025.

Except as modified in this Amendment, the Professional Services Agreement ("Agreement"), originally dated January 1, 2024, between the District and the Consultant shall remain in full force and effect.

The parties to this Amendment agree to the following changes to the Agreement.

Section 1. Services.

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

Section 2. Compensation.

a. The District shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "A", attached and by reference incorporated as part of this Amendment. In no event shall the total amount paid for services rendered by Consultant under this Amendment exceed the sum of Six Hundred Thousand dollars. ($600,000).

Section 3. Term of Amendment.

a. This Amendment shall extend the contract to January 01, 2026, unless terminated as provided in the Agreement. Consultant shall complete the services within the term of the Agreement, and any amendments, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of the Agreement if necessary to complete the services.

The District and the Consultant have duly executed this Amendment on March 12, 2025, to be effective as of date stated in the opening paragraph above.

Valley Sanitary District	Univar Solutions
By: _____	By: _____
Jason Dafforn General Manager	Joe Serna Global Vice President

ITEM 8.4
ACTION

Valley Sanitary District

DATE:	**March 11, 2025**
TO:	**Board of Directors**
FROM:	**Ed Luna, Maintenance Technician III**
SUBJECT:	**APPROVE THE PURCHASE OF PARTS TO REBUILD OF THE SPENCER TURBINE AT THE DIGESTER IN AN AMOUNT NOT TO EXCEED $65,734.**

Suggested Action
Approve

Strategic Plan Compliance
GOAL 1: FACILITIES. Reliable, Sustainable Facilities that Meet Customer Needs

Fiscal Impact
The fiscal impact for the rebuild is $65,734. VSD had a CIP budget amount of $25,000 in the current fiscal year 2024/2025 budget. Staff will reduce the budget amount of other CIP items or postpone work in order to pay for the increase in the budgeted amount.

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

Background
The Spencer Turbine is critical to the operation of the digester and boiler. The parts requested for the rebuild of the Spencer Turbine are necessary to rehabilitate and improve the efficiency of the gas compressor that supplies gas to the Hurst Boiler from our plant Digester. In CIP Document No. 25-0003, the original proposed amount of $25,000 needed to be increased due to unforeseen wear on eight (8) deflector assemblies and eight (8) spun spacers, adding to the overall cost. In addition, the categorization of repairs has changed from a Partial Rebuild to a Complete Rebuild.

Recommendation
Staff recommends that the Board of Directors authorize the General Manager to purchase parts from

the Howden USA Company necessary to perform the complete Rebuild of one (1) Spencer Turbine for an amount not to exceed $65,734.

Attachments

8.4 Attachment A Howden Quote for Spencer.pdf
8.4 Attachment B Howden Sole Source.pdf
8.4 Attachment C 20221221_133441_resized.jpg
8.4 Attachment D 20221221_133456_resized.jpg

SERVICE & PARTS QUOTATION for SPENCER TURBINE PRODUCTS supplied by HOWDEN USA CO.

Howden
A Chart Industries Company

600 Day Hill Road, Windsor, CT., 06095-4706 * Phone 860-688-8361 * Fax 860-688-0098

From:	Rusty Kupyar	**Quote #:**	PQ 815224 1-28-25
Direct Tel:	860-731-7577	**Date:**	1/28/2025
Email:	rusty.kupyar@howden.com	**Page No:**	*1 of 4*
Sales Partner:			

To:	MATT BENTLEY	**Machine Serial #:**	815224
Company:	GOBLE SAMPSON		
Ref:			

Thank you for your enquiry submitted to Howden Aftermarket, Spencer Turbine Products division.
We are happy to present the below quotation for your parts and service needs.

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

!!! Please carefully review PAYMENT & DELIVERY TERMS that apply to this proposal.

As we look forward to receiving and shipping your order, agreement on terms is important to secure quick and timely processing of your order.

Please include a copy of this quote when placing orders

Line #:	Part Number	Item Description	Lead Time	QTY.	Unit	List Price	Total
1	DFA500756P	DEFLECTOR, HALF 24CAS HERMETIC 7ID 316SS	12 wks	1	ea.	$3,490.00	$3,490.00
2	DFA500756P1	DEFLECTOR ASSEMBLYSS 24" 1/2 STR RR	12 wks	8	ea.	$3,970.00	$31,760.00
3	DFA500756P2	316SS DEFLECTOR DISCH BAFFLE 24HERM A=2-1/4	12 wks	1	ea.	$3,685.00	$3,685.00
4	FNA500756P	FAN AL 20 x 1/2 CL, 1-3/4B RR ANODIZED	14 wks	9	ea.	$1,833.00	$16,497.00
5	GSK90002	GASKET SHLRGLB 1/16 x 33-1/8 OD	1 wk	1	ea.	$56.00	$56.00
6	GSK90004	GASKET SHLRGLB 1/16 x 26-1/2 OD	1 wk	1	ea.	$42.00	$42.00
7	PKG90025	PACKING ROPE	2 wks	9	ea.	$25.00	$225.00
8	SPR500366P4	SPUN SS SPACER A=3-7/8	12 wks	1	ea.	$423.00	$423.00
9	SPR500366P	SPUN SS SPACER 2-1/8 WIDE	12 wks	8	ea.	$423.00	$3,384.00
10	SPR500756P1	STRAIGHT SS CPACER 4-1/8 WIDE	12 wks	1	ea.	$423.00	$423.00
11							$0.00
12							$0.00
13							$0.00
14							$0.00
15							$0.00
16							$0.00
17							$0.00
18							$0.00
19							$0.00
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21							$0.00
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28							$0.00

29							$0.00
30							$0.00
31							$0.00
32							$0.00
33							$0.00
34							$0.00
35							$0.00
36							$0.00
37							$0.00
38							$0.00
39							$0.00
40							$0.00
						Sub Total	
						$59,985.00	

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

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

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

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

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

Proposal includes goods and/or services only unless otherwise stated. Any taxes/shipping costs/discounts will be billed and/or applied at the time of invoice. Items which may be available for expediting are subject to a 25% expediting charge.

Standard stocked items are subject to a 25% restocking fee. Manufactured items, non-inventory parts, specialty motors are NON-RETURNABLE.
Any returns will not be accepted without agreement with Howden.

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

Purchase order submission:
A purchase order or a letter of acceptance is required as written notification of acceptance of this proposal. Please ensure that the purchase order clearly states the proposal number and is issued to: **Howden USA Co., 600 Day Hill Road, Windsor, CT., 06095.**

Emailed to: **orderdesk.USA@howden.com**

Howden minimum order value is $100.00 USD and all orders under $1,000.00 USD must be paid via credit card.
For any failure to pick up or direct shipment of goods within 10 business days after written notice of availability, Howden will invoice a storage fee in the amount of $500.00 USD per week for the duration of the storage.

For prepay and charge orders, there will be a 10% charge of the net selling price applied to the order to cover the standard transportation anc handling expense to the first North American or Canadian destination. This will be added as a separate item or an invoice will be issued separately to the buyer. This does not apply to overseas or expedited shipments.
In addition, any expenses incurred by sellerbecause of special delivery arrangements requested by the buyer shall be billed to the buyer. Howden does not provide copies of freight invoices.

Delivery Terms:
INCOTERMS 2020, EX Works - Origin. Parts to be exported from the United States must be in accordance with export administration regulations. Diversion contrary to U.S. law is prohibited. If an item is shipping outside the united States, please contact the factory for export crating charge. The seller is responsible for having goods packed and made available at the sellers premises. The buyer bears the full risk and cost from there to the destination, including the loading of the cargo.

Payment Terms:
Payment terms are Net30 days from invoice date unless special arrangements or progress payments are accepted in writing.

Price Validity:
This proposal expires in 90 days from the date indicated above.

June 08, 2023

Howden Roots, LLC
900 West Mount Street
Connersville, IN 47331, USA

Subject: Factory Authorized Service

Dear Howden / Turblex Equipment Owners,

Howden Roots LLC has been in business since 1854. Howden manufactures parts, performs repairs, and provides field services for Single Stage Blowers, Steam Turbines, and Compressors. Services are available for new and legacy OEM equipment brands including:

- Steam turbines – Howden, Siemens
- Blowers and compressors – HV-Turbo, Cord-Turbo, Siemens Energy, Inc., Turblex, Roots, Kuhnle, Kopp & Kausch, Spencer Powermizer, Spencer Gas Boosters
- Fans – Schiele

Howden is the sole source provider for factory-authorized service and OEM components in North America for these machines. Our commitment to exemplary operating installations is demonstrated by the Company's investment in the Customer Service/Parts Department. This highly trained group of professionals includes in-house technical and parts departments, as well as mechanical and instrumentation field services personnel. The Howden field service group is supported by a staff of mechanical, electrical and instrumentation engineers from our engineering centers.

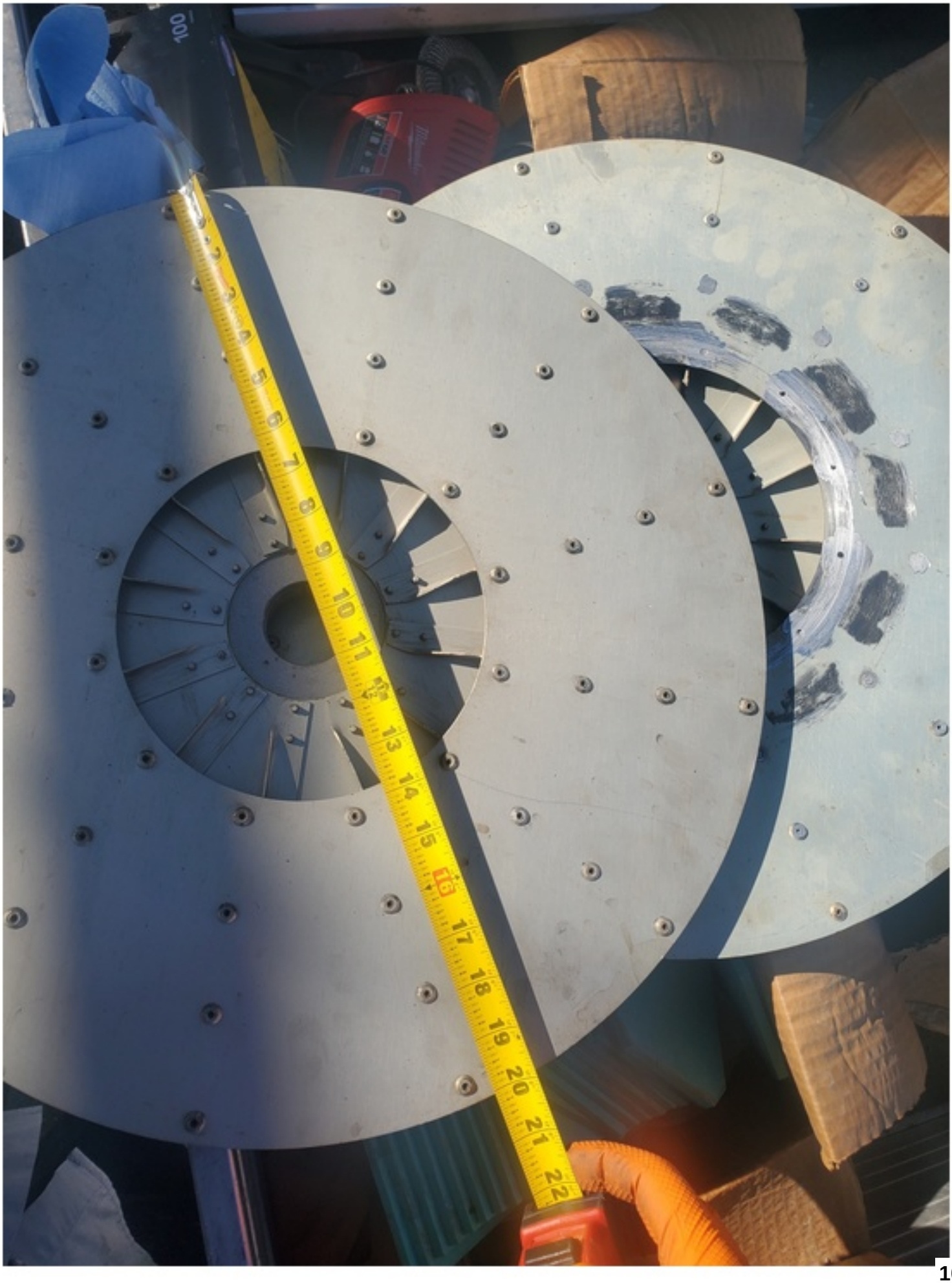
Goble Sampson and Associates is the only authorized Agent for the sale of Howden equipment, service and parts in the State of California for the municipal waste water market.

For technical support and/or spare parts for your Howden equipment, contact us at +1 417 864-5599.

Purchase orders should be addressed to:
Howden Roots, LLC
900 West Mount Street
Connersville, IN 47331 U.S.A.

Should you have any problems or additional needs, please do not hesitate to contact us.

Matt Martin
Product Line Director, Compressors
m: +1 (281) 743 8437
e: matt.martin@howden.com





ITEM 8.5
ACTION

Valley Sanitary District

DATE:	**March 11, 2025**
TO:	**Board of Directors**
FROM:	**Ron Buchwald, District Engineer**
SUBJECT:	**APPROVE CHANGE ORDER NO. 1 FOR THE SEWER SIPHON REPLACEMENT AT WESTWARD HO PROJECT FOR BID UNIT PRICE ADJUSTMENT, CONTRACT DURATION INCREASE, AND PERMIT FEE REIMBURSEMENT FOR A NOT TO EXCEED COST OF $181,205.21 AND AUTHORIZE THE GENERAL MANAGER TO SIGN THE CHANGE ORDER**

Suggested Action
Approve

Strategic Plan Compliance
GOAL 1: FACILITIES. Reliable, Sustainable Facilities that Meet Customer Needs

Fiscal Impact
The fiscal impact of this change order is $181,205.21 and is included as part of the project budget. Most of the funds from this project will be reimbursed by FEMA and Cal-OES including this change order.

Environmental Review
The work of this change order was included as part of the California Environmental Quality Act documents approved for the overall project.

Background
The following are the justifications for the recommended changes to the contract documents:
First, during the bidding process, Addendum 2 issued on October 28, 2024, changed the Quantity of Line Item No. 7 from 5,000 to 600 without adjusting the Unit of Measure from square feet (SF) to square yards (SY). The change should have been 5,400 SF. J.W. Fowler bid on 600 SF not the planned

5,400 SF. Therefore, J.W. Fowler's Bid Unit Price was higher because of economies of scale. J.W. Fowler adjusted their Bid Unit Pricing to reflect the 5,400 SF scope. The designed project quantity has not changed. The cost of this error is $69,600.
Second, J.W. Fowler obtained permits for the City of Indio and the Coachella Valley Water District which took longer than the estimated 30-day calendar duration. There was confusion on the part of CVWD which added to the delay in issuing the permit.
Lastly, based on the signed Valley Sanitary District Short -Form Construction Contract dated December 12, 2024, Section 3.21 Permits and Licenses "Contractor shall not be charged a fee for any City permits, …", J.W. Fowler did not include any costs for permit fees and associated agency inspections in their bid. VSD staff requested that J.W. Fowler pay those fees and VSD would reimburse the contractor for the costs incurred. The cost of this addition to the change order is $111,605.21.

Recommendation
Staff recommends that the Board of Directors approve Change Order No. 1 to the Westward Ho Sewer Siphon Replacement Project and authorize the General Manager to sign Change Order No. 1 on behalf of the District.

Attachments
8.5 Attachment A CO - 001 Combined Asphalt Time Permits_Westward Ho Sewer Siphon.pdf

CHANGE ORDER

OWNER:	Valley Sanitary District
CONTRACTOR:	James W. Fowler Co.
PROJECT:	VSD Sewer Siphon Replacement

Change Order No.: 001 Agreement Date: December 12, 2024

Date: 02/25/2025 1 of 1

The following changes are hereby made to the Contract Documents:

A. Adjust Line Item No. 7 Asphalt Pavement Cold Milling and Overlay from 600 Square Feet (SF) to 5,400 SF and adjust Bid Unit Price from $190.00 to $34.00. The Unit of measure for Line Item No. 7 will be Square Feet (SF). The Bid Amount for Line Item No. 7 will be $183,600.00, a total increase of $69,600 from the original Bid Amount of $114,000.00.

B. Adjust Contract Completion Date to July 8, 2025, from the current completion date of June 10, 2025. This increases the duration of the contract from 180 calendar days to 208 calendar days – an increase of 34 calendar days.

C. Increase contract amount by $111,605.21 to include costs for the contractor to cover all fees for obtaining permits from the City of Indio, City of La Quinta, and CVWD to complete the scope identified in the contract.

JUSTIFICATION:

A. Addendum 2 issued October 28, 2024, changed the Quantity of Line Item No. 7 from 5,000 to 600 without adjusting the Unit of Measure from SF to Square Yards (SY). The change should have been 5,400 SF. J.W. Fowler bid on 600 SF not the designed 5,400 SF. Therefore, J.W. Fowler's Bid Unit Price was higher because of economies of scale. Fowler adjusted their Bid Unit Pricing to reflect the 5,400 SF scope. The designed project quantity has not changed. Design Clarification Memorandum #1 (Attached) provides details of the original planned footage and J.W. Fowler's breakdown for the new Bid Unit Price.

B. Obtaining permits for the City of Indio and the Coachella Valley Water District took longer than the estimated 30-day calendar duration. In addition, the CVWD was requiring dirt berm removal as part of the conditions to issue the permit, which is outside the scope of J.W. Fowler's contract and the FEMA grant.

C. Based on the signed Valley Sanitary District Short -Form Construction Contract dated December 12th, 2024 -Section 3.21 Permits and Licenses "Contractor shall not be charged a fee for any City permits, …", J.W. Fowler did not include any costs for permit fees and associated agency inspections. VSD staff requested that J.W. Fowler pay those fees and VSD would reimburse the contractor for the costs incurred.

45500 Van Buren Street, Indio CA 92201 | (760) 238-5400 | FAX (800) 750-2880

Original Contract Price	$5,073,277.00
Current Contract Price Adjusted by Previous Change Order(s)	$0.00
Current Change Order (INCREASED) ~~(DECREASED)~~	$181,205.21
New Contract Price, Including This Change Order	$5,254,48.21

CHANGE TO CONTRACT TIME:

Current Contract Completion Date	June 10, 2025
Contract Time Will Be (INCREASED) ~~(DECREASED)~~	34 Calendar Days
New Date of Completion of All Work	July 14, 2025

Authorized Signatures

_____ _____

Contractor – James W. Fowler Co. Date

_____ _____

District Engineer – Ron Buchwald, PE Date

_____ _____

General Manager – Jason Dafforn, PE Date

45500 Van Buren Street, Indio CA 92201 | (760) 238-5400 | FAX (800) 750-2880

ITEM 9.1
REVIEW

Valley Sanitary District

DATE: **March 11, 2025**

TO: **Board of Directors**

FROM: **Jason Dafforn, General Manager**

SUBJECT: **RECEIVE MONTHLY GENERAL MANAGERS REPORT FOR FEBRUARY 2025**

Suggested Action
Review

Strategic Plan Compliance
GOAL 5: GOVERNANCE. An Ever-Improving Board Sets Clear and Thoughtful Direction for the District

Fiscal Impact
There is no fiscal impact from this report.

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

Background

The following data represents the activities and metrics for the month of February 2025.

Administrative Services

- Held one (1) Operations Committee Meeting.
- Held one (1) Regular Board Meeting
- Held one (1) Special Board Meeting.
- Prepared Form 700s.
- Onboarded Collection Systems Technician in Training
- The fiscal year 2025/26 budget preparation process continues. The Chief Administrative Officer reviews Operating & Maintenance (O&M) budget requests, department summaries, and

department goals. A special budget workshop is scheduled for April 17, 2024.
- Commenced the fiscal year 2025/26 budget book design concepts.
- Attended CASA DC Forum
- Attended Legislative Breakfast with Assemblymember Gonzalez

Environmental Compliance Services

- Maya Federbush attended the CWEA Pretreatment Conference (P3S) at the Hayes Mansion from 02/02 – 02/06.
- Anna Bell was an interview panelist for the City of Coachella's Operator recruitment interview process on 02/12.
- Maya Federbush passed the CWEA Environmental Compliance Inspector Grade I examination on 02/19.
- Anna Bell off due to covid from 02/24 – 02/28.

Operations & Maintenance

- Switched South A.S.P. Contact Chamber
- Cleaned Pond Contact Chamber
- Quinn Power serviced Automatic Transfer Switches for Generators #2, #3 and # 4.
- Valve for BioGas line replaced
- Secondary Water Pump #2 Seal and Base replaced
- 90 Day Bit inspections completed
- 2 Trucks sold on GovDeals
- Primary Clarifier #3 ongoing rehab
- Calhoun Lift Station Pump trouble shooting, Pump sent in for repairs
- The Boiler was serviced
- Light repairs in Admin Bldg. complete
- Cat5 cable ran in Opps Bldg.
- Valve replaced and repairs completed on 4'' CWN main line
- Anoxic selector Mixer was inspected
- Telehandler leak repaired
- Soft Start on Blower #2 replaced and put into service
- Influent Pump #4 bay door repaired.

Development Services

- Construction has begun on the Wingstop restaurant on the corner of Avenue 42 and Monroe Street.
- Construction has begun on the West Coast Self Storage on the corner of Dr. Carreon Boulevard and Calhoun Street
- Construction on Phase 3 of the public sewer for the CoCo Palm Housing Project on Avenue 49 and Jackson Street
- Construction has begun on the ABC Club Recovery Center Expansion near the intersection of Indio Boulevard and Palm Avenue.
- Construction has begun on an In-n-Out Burger on the corner of Ave 42 and Monroe St.
- Construction has begun on a new Starbucks on the Northeast corner of Oasis Street and Highway 111.
- Construction has begun on the Skyline Apartment complex. This is a 61-unit apartment complex

on the northwest corner of Bliss Avenue and Oasis Street in the downtown Indio area.
- Construction will begin soon on the City of Indio Sports Complex on Market St between Jackson Street and Avenue 44. This project will include the rehabilitation of an existing 8" sewer main.
- Construction has begun on the new City of Indio campus at the location of the former Indio Library.

Collection Services

- No-Spill report for the month of February will be submitted to the California Integrated Water Quality System, as required in the Waste Discharge Requirements Monitoring and Reporting Program. Due by the end of the month.
- Working on the Collection System Annual Report to be certified and submitted by April 1st.
- Working on updating the Sewer System Management Plan to reflect changes in accordance with the newly adapted Statewide General Order 2022-0103-DWQ. The SSMP is to be certified and submitted by August 2, 2025.
- Monthly preventative maintenance service of lift stations is scheduled for the month.
- Pump#1 from Calhoun lift station was removed and sent in for repairs due to a damaged cable. Full assessment of the pump and quote for repairs are pending. UPDATE: Damaged cables were replaced; assessment of the pump revealed no other issues. The pump is scheduled to be re-installed at the lift station.
- CCTV inspections are currently being conducted in the area of Avenue 46 and Madison.
- Field Vactor crew is currently working in the area of Avenue 46 and Aladdin Street.

Capital Improvement Program

- The Reclaimed Water Project - Phase 1 was awarded to Schneider Electric / Stantec in June 2020. This project will replace an aging and capacity restricting grit chamber and provide redundancy by adding a second digester and expanding the bar screens. This project will also include replacement of the Main Switch Control Panel and the addition of a sludge thickener unit. *Update: Walsh is currently installing pipe supports at new RST area and Southern is pulling conductors in several areas.*
- The Westward Ho Drive Sewer Siphon Replacement Project is a FEMA funded project to replace the damaged sewer siphon from the February 2019 storm. Permitted plans have been signed by CVWD and have been approved by the City of Indio and La Quinta. CEQA documentation for this project has been completed. This project is currently being held up by FEMA. VSD needs FEMA approval before proceeding with bidding and construction which was expected by February 2023. VSD has received approval from FEMA through Cal-OES, that are project has received funding. Cal-OES has issued the Notice of Obligation allowing VSD to proceed with the bidding process. *Update: J. W. Fowler is completing the IWA waterline realignment. They will begin the pilot drilling process on Thursday, March 6th.*
- In January of 2024, VSD solicited proposals from qualified firms for services to develop a feasibility study for a recycled water project. This project includes a one MGD tertiary treatment facility that would produce tertiary treated water from VSD's wastewater reclamation facility and provide it to the adjacent Fantasy Springs Casino property where it would be used to irrigate the Eagle Falls Golf Course. The proposal submittal deadline was on March 12, 2024, with four proposals being submitted. The project was awarded to Hoch Consulting by the Board of Directors and work began in April 2024. Hoch is currently working on characterizing VSD's influent flow and developing alternative tertiary treatment methods for VSD review. *Update:*

Hoch has provided draft versions of the feasibility study and crosswalk documents to VSD and Staff is currently reviewing them to provide comments for revision.

- In April of 2024, VSD began the solicitation of proposals from qualified firms for services to develop a new comprehensive water reclamation facility master plan to replace the existing master plan from 2015 and the update in 2018. The solicitation period closed on May 30th, 2024. Two proposals were received, one from Hoch Consulting and the other from Stantec. VSD staff reviewed and scored both proposals and Stantec was rated the higher of the two. *Update: Stantec continues to work on flow and loading projections for a draft report.*
- VSD has selected to partner with Lystek International to develop a program for converting VSD's biosolids into liquid fertilizer using Lystek's patented methodology. This will allow VSD to avoid having to haul off its biosolids to Arizona and instead utilize the fertilizer for land application in California. VSD and Lystek have signed a memorandum of understanding in support of this partnership. *Update: Lystek is developing the site layout and structural design for the new Lystek building as well as working to determine a suitable electrical connection point.*

Recommendation

Receive and file the General Manager's Report for activities during the month of February 2025.

Attachments

9.1 Attachment A Admin Services Report.pdf
9.1 Attachment B NPDES Report.pdf
9.1 Attachment C Collection Services Report 2025.pdf
9.1 Attachment D Development Services Report Febuary 2025.pdf
9.1 Attachment E Capital Improvement Program Report March 2025.pdf
9.1 Attachment F Environmental Compliance Summary.pdf
9.1 Attachment G Wastewater Surveillance Newsletter_Mar 2025.pdf

Administrative Services - Task Summary 2025

Task	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total To Date
Active Litigation Filed	-	-											-
Board Meeting	2	2											4
Budget/Finance Committee Meeting	-	-											-
Operations Committee Meeting	-	1											1
Commuity Engagement Committee Meeting	1	-											1
Employee Anniversaries	1	4											5
Employee Promotions	-	-											-
Facebook Postings	4	4											8
Instagram Postings	4	4											8
Insurance Claims Initiated	-	-											-
Lost Time Work Incidents	-	-											-
Media Coverage Items	-	-											-
New Hires	1	-											1
Press Release	-	-											-
Public Records Request	1	-											1
Resignations	-	-											-
Retirements	-	-											-

January 2025	Plant Influent		ASP Effluent			Pond Effluent			Total Plant Discharge (Outfall) Grab									
	CBOD (mg/L)	TSS (mg/L)	Monthly Average Flow (MGD)	CBOD (mg/L)	TSS (mg/L)	Monthly Average Pond Effluent Flow (MGD)	CBOD	TSS	EColi (MPN/100ml)	Oil and Grease (mg/L)	Copper (ug/L)	Di(2-ethylhexyl)phthalate (ug/L)	Cyanide (total) (ug/L)	Ammonia (total, as N) (mg/L)	Nitrate (as N) (mg/L)	Nitrite (as N) (mg/L)	Total Nitrogen (mg/L)
1																	
2	280	240		6.70	9.00				5.20								
3																	
4																	
5																	
6	196	201		20.0	11.2					< 1.40	3.10	< 0.500	< 1.10	8.30	1.90	1.30	14.0
7									18.3								
8																	
9																	
10																	
11																	
12																	
13	222	217		16.0	15.6												
14																	
15									10.9								
16																	
17																	
18																	
19																	
20																	
21	199	180		16.0	10.7				16.1								
22																	
23																	
24																	
25																	
26																	
27	208	246		17.0	10.6												
28									13.0								
29																	
30																	
31			6.55			0.000											
Average	221	217	6.55	15.14	11.42	0.000			11.68*	1.40	3.10	0.500	1.10	8.30	1.90	1.30	14.0
Minimum	196	180	6.55	6.70	9.00	0.000			5.20	< 1.40	3.10	< 0.500	< 1.10	8.30	1.90	1.30	14.0
Maximum	280	246	6.55	20.0	15.6	0.000			18.3	< 1.40	3.10	< 0.500	< 1.10	8.30	1.90	1.30	14.0
Exceedences	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Permit LIMITS				25	30		40.0	49.0	126(mo) / 400 (max)	25	9.0	5.9	4.3				

Collection Services Task Summary Report for 2025

Task	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total To Date
Customer Service Calls	-	7											7
F.O.G. Inspection - Completed													-
F.O.G. Inspection - Fail													-
F.O.G. Inspection - Pass													-
Hot spot cleaning (total)*	26	-											26
Lift station inspection	23	19											42
Manhole inspection	80	167											247
Sewer line CCTV (feet)	14,424	26,657											41,081
Sewer line cleaning (feet)	42,455	48,207											90,662
SSO Response - Cat 1	0	0	0	0	0	0	0	0	0	0	0	0	0
SSO Response - Cat 2	0	0	0	0	0	0	0	0	0	0	0	0	0
SSO Response - Cat 3	0	0	0	0	0	0	0	0	0	0	0	0	0
SSO Response - Cat 4	0	0	0	0	0	0	0	0	0	0	0	0	
USA Markings	67	35											102

*Note: Hot spot cleaning is performed quarterly

VALLEY SANITARY DISTRICT DEVELOPMENT SERVICES REPORT

11-Mar-25

Plan Check in Progress
Inspection in Progress
New Project

PROJECT NAME	STREET ADDRESS / CROSS STREET	CURRENT PROJECT STATUS	NEXT ACTION ITEM
81600 Hwy 111 Retail Space T.I.	81600 Hwy 111	Plans submitted for a Retail Space T.I. Applicant came in to pay fees and pick up plans 1/13/2025 Permit 4201	Inspect work improvements as scheduled.
83041 Indio Blvd Brown Jug G.I.	83041 Indio Blvd	Plans submitted and deposit paid for G.I. installation for future tenant use. Plans approved. Notified applicant proejct ready to permit 2/2/24.	Inspect work improvements as scheduled.
ABC Recovery Center Expansion	44359 Palm Street	Plans submitted and deposit paid for an expansion ro the ABC Recovery building. Emailed Toni to pick up plans Jun 04. Plans Approved, Architectural Plan Submital Pending.	Waiting for owner to submit Architectural Plans
ABC Recovery Center Expansion Arch	82301 Indio Blvd	Arch. Plans submitted and deposit paid for an expansion to the ABC Recovery building. Refer to #240011	Perform 2nd plan check upon plan resubmittal.
Abravanel ADU	82917 Larsen Dr.	Plans Submitted for a detached 800 sqft ADU. Emailed Contractor payment receipt & permit #4200	Inspect work improvements as scheduled.
Add'nl Dwelling Unit - Cebreros Residence	83181 Blue Mountain Court	Plans submitted for additional dwelling unit. Plans approved and notified applicant 3/3/21. Permit 3967 7/26/2021	Inspect work improvements as scheduled.
Autozone Jackson Street	41850 Jackson Street/aAvenue 42	Plans submitted for plan check. Sewer main relocation. Plans approved 1/21/21. Waiting for engineer to finalize easements docs. Permit 3954 issued 5/13/21.	10% warrenty bond in place Reinspect and notice of acceptenace Due 1/1/2023
Beautiful Day Restaurant	45238 Oasis St	Plans submitted for a sandwich shop T.I. Permit 4202 1/15/25	Inspect work improvements as scheduled.
Bliss & Oasis Apts Architectural Plans	NW Corner of Bliss Ave and Oasis St	Plans submitted for mixed Use commecial and apt building. Plans, fee paid with check. Plans approved and notified the applicant 11/21/24.	Waiting for owner to process permit paperwork.
Bliss & Oasis Apts Sewer Improv. Plan	NW Corner of Bliss Ave and Oasis St	Plans submitted for Civil Plans, fee paid with check. Plans approved and notified the applicant 11/21/24.	Waiting for owner to process permit paperwork.
Buzzbox	42625 Jackson Street #112	Plans submitted exisitng building TI. Completed 1st plan check and returned to the City 2/22/19.	Perform 2nd plan check upon plan resubmittal.
Caltrans Indio Maintenance Station Upgrade	83997 Indio Blvd	Plans submitted for Caltrans for new maintenance building. Emailed Gina at Caltrans that plans are ready for pickup 08/27/24	Waiting for owner to process permit paperwork.
Castro 80501 lot 50	Motorcoach CC 80501 Ave 48 Lot 50	Plans submitted, Permit 4056	Inspect work improvements as scheduled.
Chandi Plaza Building "B" Shell	81-971 Indio Blvd/Avenue 44	Plans submitted for plan check. Completed 1st check and returned to the applicant 10/13/20. Issued permit 3963 on 6/29/21.	Inspect work improvements as scheduled.
Chick-fil-A	NEC of Jackson St and Ave 42	Plans submitted and deposit paid for a fast food restaurant. Completed 4th plan check and returned to applicant 2/20/25.	Perform 5th plan check upon plan resubmittal.
City Hall and Public Library Project	100/200 Civic Center Drive	Plans submitted and plan fee paid. Plans have been picked up by the city 4/8/2024 Permit 4147 & 4148 4/16/24	Inspect work improvements as scheduled.
City of Indio Living Room Park Restrooms	45115 Smurr St	Plans submitted and deposit paid for a public park restroom building. Plans approved waiting for plan to be picked up 04/04/24	Waiting for owner to process permit paperwork.
Coco Palms Tract 38072-2	South East Corner of Avenue 49 and Jackson St	Plans submitted and plan check fee paid for phase 2 of housing tract. . Lateral Resubmission for 38072-	Inspect work improvements as scheduled.
Coco Palms Dolfina 38072-4	South East Corner of Avenue 49 and Jackson St	Plans submitted for phase 4 of Coco Palms. Plan Check Fee Paid. Emailed Stacie from Heitec that plans are ready	Waiting for owner to process permit paperwork.
Coco Palms Tract 38072-3	South East Corner of Avenue 49 and Jackson St	Plans submitted for phase 3 of Coco Palms. Plan Check Fee Paid. Plans were resubmitted for 2nd Plan Check. Plans signed ready for pick up 04/04/24	Inspect work improvements as scheduled.
Coco Palms/Dolfina 38072-5	S.E. Corner of Avenue 49 and Jackson	Plans submitted for phase 5 of Coco Palms. Plans in queue for second plan check	Perform 2nd plan check upon plan resubmittal. Plans in Queue
Culture Cannabis Club	45151 Oasis St	Plans submitted for a cannabis dispensary. Plans approved. Permitted # 4182 09/13/2024	Inspect work improvements as scheduled.
CVRM Laundry Facility	84180 Manila Ave	Plans submitted for homeless shelter laundry facility. 02/04/25 - permit 4210 Finaled 2/19/25	No further action required
CVRM Temporary Housing Building	84130 Manila Ave	Plans Submitted for a new housing building at CV Rescue Mission. Permit 4204 1/21/2025	Inspect work improvements as scheduled.
Del Taco #303 Remodel	82742 Hwy 111	Architectural Plans submitted and deposit paid for a Drive-thru Taco shop remodel. Permit 4183 9/19/24	Inspect work improvements as scheduled.

PROJECT NAME	STREET ADDRESS / CROSS STREET	CURRENT PROJECT STATUS	NEXT ACTION ITEM
Dollar Tree #39612	44105 Jackson St Ste 100	Plans submitted and deposit paid for Dollar Tree. Completed 1st plan check and returned to applicant 1/24/24.	Perform 2nd plan check upon plan resubmittal.
Dutch Bros Coffee Ave 42	83020 Ave 42	Plans submitted for a drive-thru coffe shop. Completed 1st plan check and notified applicant 1/27/25.	Perform 2nd plan check upon plan resubmittal.
Eduardo Servin Residence	43928 Faye St	Plans submitted for a private residence on a previously developed lot. 12/30/24 Permit 4198	Inspect work improvements as scheduled.
EOS Fitness Hwy 111	Highway/Jefferson Street	Plans submitted for construction of new gym facility. Plans approved and notified applicant 4/27/20. Permit 4049 Finaled 9/12/2024	Waiting for owner to submit Warranty Bond
Everbloom 2	45125 Smurr Ste A	Plans submitted and deposit paid for a T.I. for an Everbloom coffee shop. Plan approved, notified the applicant project ready to permit 7/17/24. Permit 4180	Inspect work improvements as scheduled.
Find Food Bank	83765 Citrus Ave	Plans submitted and deposit paid for a food bank expansion. Created folder for Architectural Plans inside project folder. Emailed Egan Civil to have plans picked up. Permit 4155	Inspect work improvements as scheduled.
Gallery at Indian Springs	Jefferson St/Westward Ho Drive	Tract is Complete. Warranty Bond received 8/25/2021.	Notice of acceptance after 12 month warranty bond release.
Hampton Inn Sewer Main Extension	North Wast 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 enginner 8/27/18. Sewer Finaled 5/12/20.	Waiting for owner to submit Warranty Bond
Hodges ADU	81-429 Palmwood Dr	Plans submitted for a ADU with sump pump	Plans In Queue
Homes 2 Suites Architectural Plans	80653 Hwy 111	Plans submitted for Hotel Homes2Suites. Emailed LK architects that signed plans are ready for pick-up 04/11/2024	Waiting for owner to process permit paperwork.
Homes 2 Suites Sewer Improvement Plan	80653 Hwy 111	Plans submitted for Sewer Improvement Plans, plan check fee paid. Emailed MSA for plan pick up - 04/11/2024	Waiting for owner to process permit paperwork.
Huerta Residence with ADU	82193 Lemon Grove Ave	Plans Submitted for a private residence with ADU. Emailed owner but got an undeliverable error so I called and left a message Permit 4196	Inspect work improvements as scheduled.
I-10 Monroe Conceptual Site Plans	SE Corner of Monroe and Ave 42	The Palms at Indio Sewer Plans submitted (Fee paid 8/19/22) Approved 6/8/23	Inspect work improvements as scheduled.
I-10 Monroe Conceptual Site Plans Pt. 2	SE Corner of Monroe and Ave 42	Plans Submitted and fee paid for Sewer Development. Aproved 6/8/23	Waiting for owner to submit Bonds and Development agreement paperwork.
Indian Palms 32	Cochran Drive & Garland Road	Civil plans submitted for public sewer for 32 unit condo complex. 2nd plan check complete. 9/1/21. Plans approved 9/17/21.	10% warrenty bond in place Reinspect and notice of acceptenace Due 10/1/2024
Indian Palms Interval Pool Cabana Remodel	82954 Stewart Dr	Plans submitted and deposit paid for pool cabana remodel. Plans approved and notified applicant 3/29/24.	Waiting for owner to process permit paperwork.
Indio Brewery And Restaurant	82921 Indio Blvd	Plans submitted and deposit paid for a Brewery and Restaurant. Plans approved and notified the applicant 11/7/24. Permit 4187 11/13/24	Inspect work improvements as scheduled.
Indio Brewing T.I.	82900 Ave 42 Ste G-111	Plans submitted and deposit paid for a T.I. for a micro brewery. Plans approved notifed applicant 6/7/24. Permit 4167 6/27/24	Inspect work improvements as scheduled.
Indio Juvenile Court	47671 Oasis St/ Ave 48	Plans submitted to demo existing juvenile court building and construct new building on the same site. Plans approved, notified applicant project ready to permit 9/30/21. Permit # 4004 1/25/22	Inspect work improvements as scheduled.
Indio Market Place Oasis St	45-151 Oasis St	Plans submitted for an indoor market place	Waiting for owner to process permit paperwork.
Indio Marketplace Architectural	82227 Highway 111/Rubidoux	Plans submitted for mall TI. Completed 2nd check and notified applicant 8/2/22.	Waiting for owner to process permit paperwork.
Indio Marketplace Civil	82227 Highway 111/Rubidoux	Plans submitted for mall TI, Completed second plan check and returned to the applicant 11/12/21.	Waiting for owner to process permit paperwork.
Indio Plaza Sewer Relocation	82126 Hwy 111/Monroe St.	Plans submitted for sewer line and manhole relocation. Plans approved and notified applicant 7/28/22.	Waiting for owner to process permit paperwork.
Indio Self Storage	81161 Indio Blvd	Plans submitted and fee paid for sewer inprovement plans. Completed final check and notifed applicant plans approved 2/26/23. Permit 4193	Inspect work improvements as scheduled.
Indio Sports Park	82600 Market St	Plans submitted for a sports park with concession stand. Emailed Deborah from Webb Associates that re-signed plans ar ready for pickup 04/22/24. Permit 4152	Inspect work improvements as scheduled.
Indio Storage Architectural	81161 Indio Blvd	Plans submitted for Self Storage, plan check deposit paid. Plans approved and notified applicant 5/10/24. Permit 4193	Inspect work improvements as scheduled.
In-N-Out Burger Ave 42	82171 Ave 42	Plans submitted and deposit paid for a fast food restaurant. Completed 1st plan check and returned to the applicant 6/3/24. Permit 4175 7/23/24	Inspect work improvements as scheduled.
JFM Senior Senior Arch Plans Parcel 1 Phase 4	83801 / 83285 Dr Carreon	Plans Submitted for Senior Villa Apts, plan check deposit paid. Pending Architectural to complete fee quote. MSA will come Jul 1 to pick up plans 06/28/2024	Waiting for owner to process permit paperwork.

PROJECT NAME	STREET ADDRESS / CROSS STREET	CURRENT PROJECT STATUS	NEXT ACTION ITEM
JFM Senior Villas Public/Private Sewer Phase 4	83801 / 83285 Dr Carreon	Plans Submitted for Senior Villa Apts, plan check deposit paid. Adriana from MSA will resend plans that just arrived.Pending Architectural to complete fee quote. MSA will come Jul 1 to pick up plans 06/28/2024	Waiting for owner to process permit paperwork.
JFM Villas Parcel 2 Phase 5	47135 Van Buren St	Plans submitted for Apt complex sewer improvement. Emailed MSA to pick up plans at front desk 02/26/2025 Permit 4213	Inspect work improvements as scheduled.
John Nobles Apts civil plans	John Nobles Avenue/Rubidoux Street	Plans submitted for on-site private sewer. Completed 1st plan check and returned to applicant 7/12/22.	Perform 2nd plan check upon plan resubmittal.
Jones Residence	49131 Ridgeback Ct	Plans submitted for single family residence, plan check fee paid. Plans approved. Notified applicant proejct ready to permit 2/2/24.Permit 4139	Inspect work improvements as scheduled.
Kings Castle Taco Architectural	82991 Bliss Avenue	Plans submitted for building TI for taco shop. Completed 2nd plan check. Civil plans submitted for review 7/21/22.	Waiting for owner to process permit paperwork.
Kings Castle Taco Civil Plans	82991 Bliss Avenue	Plans submitted for building TI for taco shop 7/21/22. Plans approved and notified the applicant 9/7/22.	Waiting for owner to process permit paperwork.
Las Plumas/Coco Palm Tract 38072-1	South East Corner of Avenue 49 and Jackson St	Plans submitted for 173 lot housing tract. Completed first plan check 4/27/21.	Inspect work improvements as scheduled.
Magical Estates Additional Spaces T.I.	82490 Highway 111/Arabia Street	Plans submitted for tract mall T.I. on Hwy 111	Plans In Queue
Magical Estates Tenant Spaces	82490 Highway 111/Arabia Street	Plans submitted for tenant suite TI's. Completed 1st plan check and returned to applicant 4/28/22.	Perform 2nd plan check upon plan resubmittal.
McDonald's Golf Center Parkway	44917 Golf Center Parkway	Plans submitted and deposit paid for a fast food drive-thru. Completed 1st plan check and returned to applicant 4/16/24.	Perform 2nd plan check upon plan resubmittal.
Motorcoach CC Lot 119	Motorcoach CC 80501 Ave 48 Lot 119	Plans submitted for casita/shade structure. Plans approved. Permit 4115 7/20/23	Inspect work improvements as scheduled.
Motorcoach CC Lot 346	80501 Ave 48 Lot 346	Architectural Plans submitted and deposit paid for a RV shade structure. 06/13/24 Permit 4163	Inspect work improvements as scheduled.
Motorcoach CC Lot 94	80501 Ave 48 Lot 94	Architectural Plans submitted and deposit paid for a RV shade structure. Plans approved notified applicant project ready to permit 6/17/24. Permit 4164	Inspect work improvements as scheduled.
Neil Safai Residence	82060 Vandenberg Dr	Plans submitted for new private residence in Indian Palms C.C. - Permit 4188 11/13/24	Inspect work improvements as scheduled.
Nelson Chavez Accessory Dwelling Unit	43163 Deglet Noor	Plan submitted for new accessory dwelling unit, Plan approved and notified applicant 8/30/22 Permit 4113 7/5/23	Inspect work improvements as scheduled.
Nelson Chavez Residence	43775 Saguaro St	Plans submitted for a single family home. Emailed Nelson plans ready for pickup. Permit 4176	Inspect work improvements as scheduled.
Nicholson ADU	82433 Gable Drive	Plans Submitted for an ADU. Emailed owner to pickup plans.Permit 4197 12/26/24	Inspect work improvements as scheduled.
North Outdoor Resorts Lot 277	80394 Ave 48 Lot 277	RV Space Restroom Addition, notified applicant of plan approval by email. 1/30/25 Permit 4206	Inspect work improvements as scheduled.
North Outdoor Resorts Lot 409	80394 Ave 48 Lot 409	RV Space Shade Structure Addition, notified applicant of plan approval by email	Waiting for owner to process permit paperwork.
Outdoor Resorts Lot 237	80-394 Ave 48	Plans submitted for a outdoor shade structure for a RV Lot Permit 4194	Inspect work improvements as scheduled.
Outdoor Resorts Lot 307	80394 Ave 48 Lot 307	Plans submitted for casita addition and outdoor BBQ. Permit 4112	Inspect work improvements as scheduled.
Pacific West Apts Architectural Plans	Ave 44 & Golf Center Parkway	Plans submitted for 180 unit affordable housing. Plans approved and notified applicant 2/6/2025.	Waiting for owner to process permit paperwork.
Pacific West Apts Civil Sewer Plans	NW Corner of Ave 44 & Golf Center Pkwy	Sewer Improvement Plans for Affordable Housing. Plans approved and notified applicant 12/20/24.	Waiting review of architectural plans.
Palmera Apartments Civil	NE Corner of Monroe and Requa	Plans submitted for Sewer Developmet, fee paid. Completed 2nd plan check and returned to the applicant 3/9/23	Perform 3rd plan check upon plan resubmittal.
Palmera Project Arc	Requa Ave West of Monroe PM 38493	Plans Submitted for Apt Homes with Clubhouse. Completed 1st plan check and returned to the applicant 9/11/23.	Perform 2nd plan check upon plan resubmittal.
Panaderia Jiquilpan G.I. Addition	44320 Jackson St.	Plans submitted for G.I. addition in a bakery	Plans In Queue
Paradiso Tract 31815	East of Monroe North of Ave 41	New model homes under construction. Warranty Bond received 3/2/2023.	Notice of acceptance after 12 month warranty bond release.
Paradiso Tract 31815 & 31815-3	East of Monroe North of Ave 41	Plans submitted for new housing tract phases. Completed first plan check 2/25/21. Plans Approved 3/25/21.	10% warrenty bond in place Reinspect and notice of acceptenace Due 3/1/2024
Pawley Pool Aquatic Facility	46350 Jackson Street/Date Ave.	Plans submitted for new Aquatic Center on existing public pool site. Project Expired in 2020. Resbmitted 10/25/21. Plans approved and notified applicant 10/12/23. Permit #4131 11/06/23	Inspect work improvements as scheduled.
Private residence for Cristina Ayon	49115 Ridgeback Ct	Plans submitted, fee paid. Plans approved and notified applicant project ready to permit 12/22/22. Permit 4071 1/12/23	Inspect work improvements as scheduled.

PROJECT NAME	STREET ADDRESS / CROSS STREET	CURRENT PROJECT STATUS	NEXT ACTION ITEM
Raising Canes Restaurant	Monroe Street/Showcase Parkway	Plans submitted for new restaurant building. Plans approved and notified the applicant 12/6/22. Permit 4070	Inspect work improvements as scheduled.
Ramon Chavez Accessory Dwelling Unit	43737 Oasis St / Ave 44	Plans submitted for plan check. Plans approved and notified applicant 10/13/20. Issued permit 3908 on 10/13/20.	Inspect work improvements as scheduled.
Ranch RV & self Storage	83734 Dr Carreon	Plans submitted, fee paid with check. Completed 2nd plan check and notified applicant 12/14/22. Permit 4090 2/28/2023	Inspect work improvements as scheduled.
RCOE Indio Conference Center	83625 Dr Carreon Blvd	Plans submitted for a conference center and fee paid for RCOE. Emailed Beryl at DRL group that plans are ready for pickup 10/07/24 Permit 4189	Inspect work improvements as scheduled.
Residence for Mr and Mrs Job Lopez	49-134 Ridgeback Ct	Plans Submitted and fee paid for private residence. Plans approved and notified applicant 3/16/23. Permit 4093	Inspect work improvements as scheduled.
Ridgeback Ct Family Residence	49128 Ridgeback Ct	Plans submitted for single family residence, plan check fee paid. Plans approved. Permit 4114 7/20/23	Inspect work improvements as scheduled.
Robert Henry Bootsma Casita	80469 Jasper Park Ave	Plans submmited for a detached Casita, Plan Check Deposit paid. Permit paid #4132	Inspect work improvements as scheduled.
Rolled Ice Shop	45127 Towne St #B	Plans submitted and deposit paid for Rolled Ice Cream T.I. Plans aproved notified applicant project ready to permit 8/1/24.	Waiting for owner to process permit paperwork.
Rosa Rebollar Accessory Dwelling Unit	81179 Helen Ave/Swingle Ave	Plan submitted for new accessory dwelling unit. Project built, notified applicant project ready to permit 6/22/23.	Waiting for owner to process permit paperwork.
Rosemary Hifi	45120 Oasis St	Plans submitted and deposit paid for a bar. Plan check completed and plans approved 4/18/24. Permit 4169	Inspect work improvements as scheduled.
Saguaro Coffee Roastery	45151 Oasis St Ste B	Plans submitted for a specialty coffee roastery. Emailed client of plan pick-up 1/22/2025	Waiting for owner to process permit paperwork.
Salad and Go	82051 Ave 42	Plans submitted for a Restaurant. Plans aproved and notified applicant 3/1/24. Permit 4172	Inspect work improvements as scheduled.
Saphire Apartments	45733 Oasis St	Plans submmited for 30 unit Mixed-Use Apartment Complex, Plan Check Deposit paid. Emailed Ashai Design fee quote and approval letter 05/16/24. Permit 4156	Inspect work improvements as scheduled.
Starbucks Oasis and Hwy 111 Architectural	82710 Hwy 111	Architectural Plans submitted and deposit paid for a Drive-thru coffee shop. Project moved inside of Project Folder 240002.Permit 4174 - 7/25/24 (Same as Project 240002). Corporate T.I. Submittal Pending.	Inspect work improvements as scheduled.
Starbucks Oasis and Hwy 111 Civil	82710 Hwy 111	Plans submitted and deposit paid for a Drive-thru coffee shop. Completed 1st plan check and returned to the applicant 3/7/24. Permit 4174 - 7/25/24	Inspect work improvements as scheduled.
SumoDog on Showcase Pkwy civil plans.	SE Corner of Monroe & Showcase Pkwy	Plans submitted for sewer lateral for Sumo Dog. Plans approved and notified applicant 12/20/24.	Waiting for owner to submit architectural plans.
Terra Lago Four Seasons Tract 32288-1	North of Via Terra Lago and East of Golf Center Pk	Civil plans submitted for Public Sewer. 1st plan check complete and returned redlines 11/24/21 2nd plan check complete 1/18/22.	10% warrenty bond in place Reinspect and notice of acceptenace Due 1/19/2025
Terra Lago Four Seasons Tract 32288-F	North of Via Terra Lago and East of Golf Center Pk	Civil plans submitted for Public Sewer. Plans Approved 7/1/22	Inspect work improvements as scheduled.
Terra Lago Four Seasons Tract 32462-2	North of Avenue 44 & East of Harrison	Plans approved from previous developer. Development agreement has been recorded. Bonds have been submitted. Construction work is in progress. Maintenance Bons in place 8/20/2024	10% warrenty bond in place Reinspect and notice of acceptenace Due 8/20/2025
The Greens	NE Corner Of Jackson St and Ave 42	Plans Submitted for a new commercial development. Plans approved and notified the applicant 2/6/25.	Waiting for owner to process permit paperwork.
The Lights at Indio Golf Course	83040 Ave 42	Plans submitted for connection of Clubhouse with G.I. to public sewer. Completed 3rd plan check and returned to the applicant 10/15/24.	Perform 4th plan check upon plan resubmittal.
Tilly's T.I.	42290 Jackson St.	Plans submitted for a T.I.for a Tilly's Retail Store. 2/18/25 Permit 4212 Finaled 2/19/25	No further action required
Tim & Lois Eklund Site 105	Motorcoach CC 80501 Ave 48 Lot 105	Plans submitted, Permit 4068	Inspect work improvements as scheduled.
Wendy's Sewer Improvement Plans	81711 Hwy 111	Plans submitted for sewer improvement plans for a fast food restaurant. Plans sent out Pending Easement review 10/14/2024 Permit 4195 12/12/24	Plans In Queue
West Coast Self Storage	NE Corner of Calhoun and Dr Carreon	Plans submitted for Self Storage, plan check deposit paid. Plans approved and notified applicant 3/1/24. Permit #4145 3/21/24	Inspect work improvements as scheduled.
Wingstop Ave 42 T.I.	82151 Ave 42 Ste. 104	Plans submitted for a chicken wing restaurant T.I. Completed 1st paln check and returned to applicant 2/13/25.	Perform 2nd plan check upon plan resubmittal.
WSS 179 Indio	82270 Hwy 111	Plans submitted and deposit paid for a T.I. for an WSS shoe warehouse. Emailed Tasia to send prepaod label to ship plans	Waiting for owner to process permit paperwork.

	February	Fiscal Year
New Projects	4	26
Projects Permitted	4	25
Projects Finaled	2	11

Monthly Capital Improvement Project Update - February 2025				
Project Title	**Project Description**	**Current Status**	**Fiscal Year Budget**	**Total Spent to Date**
Reclaimed Water Project Phase 1	The contract for this project was awarded to Schneider Electric / Stantec. The project design cost was $2,200,000 and the project schedule was approximately 460 days. The Reclaimed Water Project – Phase 1 will replace an aging and capacity restricting grit chamber and provide redundancy by adding a second digester and expanding the bar screens. This project will also include adding a biofilter and a sludge thickener unit. The Guaranteed Maximum Price (GMP) has been approved by the Board. 100% design plans have been approved by staff.	Walsh is currently installing pipe supports at new RST area and Southern is pulling conductors in several areas.	$26,400,000.00	$19,648,815.38
Westward Ho Sewer Sewer Siphon Replacement Design and Construction	The Westward Ho Drive Sewer Siphon Replacement Project is a FEMA funded project to replace the damaged sewer siphon from the February 2019 storm. Permitted plans have been signed by CVWD and have been approved by the City of Indio and La Quinta. CEQA documentation for this project has been completed. This project is currently being held up by FEMA. VSD needs FEMA approval before proceeding with bidding and construction which was expected by February 2023. VSD has received approval from FEMA through Cal-OES, that are project has received funding. Cal-OES has issued the Notice of Obligation allowing VSD to proceed with the bidding process.	J. W. Fowler is completing the IWA waterline realignment. They will begin the pilot drilling process on Thursday, March 6th.	$5,250,000.00	$623,296.10
Recycled Water Project Feasibility Study	In January of 2024, VSD solicited proposals from qualified firms for services to develop a feasibility study for a recycled water project. This project includes a one MGD tertiary treatment facility that would produce tertiary treated water from VSD's wastewater reclamation facility and provide it to the adjacent Fantasy Springs Casino property where it would be used to irrigate the Eagle Falls Golf Course. The proposal submittal deadline was on March 12, 2024, with four proposals being submitted. The project was awarded to Hoch Consulting by the Board of Directors and work began in April 2024.	Hoch has provided draft versions of the feasibility study and crosswalk documents to VSD and Staff is currently reviewing them to provide comments for revision.	$2,000,000.00	$206,383.86
Water Reclamation Facility Master Plan	In April of 2024, VSD began the solicitation of proposals from qualified firms for services to develop a new comprehensive water reclamation facility master plan to replace the existing master plan from 2015 and the update in 2018. The solicitation period closed on May 30th, 2024. Two proposals were received, one from Hoch Consulting and the other from Stantec. VSD staff reviewed and scored both proposals and Stantec was rated the higher of the two.	Stantec continues to work on flow and loading projections for a draft report.	$400,000.00	$60,136.57
Biosolids Conversion Project	VSD has selected to partner with Lystek International to develop a program for converting VSD's biosolids into liquid fertilizer using Lystek's patented methodology. This will allow VSD to avoid having to haul off its biosolids to Arizona and instead utilize the fertilizer for land application in California. VSD and Lystek have signed a memorandum of understanding in support of this partnership.	Lystek is developing the site layout and structural design for the new Lystek building as well as working to determine a suitable electrical connection point.	$1,000,000.00	$146,124.00
New Training and Office Building and Laboratory Building	VSD has chosen SGH Architects as the architectural firm for the preliminary design of a new single-story training/office building and new laboratory building. Staff have selected a new location for the training/office building that will allow the single-story building with minimal demolition. The architect has completed the schematic design and cost estimate for both the training/office building and laboratory building. An onsite survey was conducted on July 7th. SGH Architects is continuing with the final design of both the Office & Training and Laboratory Buildings. SGH has submitted 50% design plans which include both buildings for staff review and comment in December 2021.	This project is being delayed for a year or two to allow other priority projects to proceed and maintain our debt coverage.	$2,000,000.00	$0.00
Additional Parking and Landscaping	The District is need of additional parking for employees and customers. Staff proposes to remove the lawn at the front of the property and replace it with parking and drought tolerant landscaping.	A preliminary design of the Project has been completed. In que for the next steps.	$0.00	$0.00

Environmental Compliance Summary Report for 2025

Task	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total YTD
Pretreatment													
Customer Service Calls	11												11
Commercial Approval Letters	1												1
Change of Ownership Inspection	0												0
SIU Permit Compliance	3												3
FOG-FSE Inspections Completed	8												8
Commercial Inspections Completed	4												4
Environmental & Collections investigations	2												2
Non-compliance follow-up	32												32
Failed Inspections or NOV	0												0
Total # of Inspections	17	0	0	0	0	0	0	0	0	0	0	0	17

Laboratory	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total YTD
# of Collected Samples	289												289
# of Tests (Analyses)	427												427
# of Samples sent to Contract Labs	19	0	0	0	0	0	0	0	0	0	0		19
# of Contracted Tests (Analyses)	84												84
# of Samples - WBE Surveillance	33												33
% of Samples performed In-House	93.4%												93.4%

Wastewater Surveillance Newsletter

March 2025

Your Guide to VSD Wastewater Surveillance:

Pathogens

NIDA High-Risk Drugs

***Note:** Wastewater Surveillance Data will now only be shared in a monthly newsletter format, rather than weekly updates.

Program Highlights

Valley Sanitary District (VSD) participates in multiple Wastewater Surveillance Programs:

- WastewaterScan
- Biobot Analytics – Pathogens
- National Institute on Drug Abuse (NIDA) Program
- CDC – National Wastewater Surveillance System (NWSS)
- Anti-Microbial Resistance (*Begins Jan 2025*)

Wastewater surveillance is utilized to monitor the presence of pathogens and elements of concern within VSD's service community by monitoring trends in data.

Public health officials can utilize the data to prevent and control contaminants & pathogens of concern within our service area.

Pathogen Information

Click on the Pathogen name for more information on the CDC website.

Respiratory Pathogens

SARS-CoV-2 +Variants	Severe Acute Respiratory Syndrome; spread through droplets from coughs, sneezes, or talking.
Influenza A & B	Seasonal respiratory viruses can cause flu pandemics.
Respiratory Syncytial Virus (RSV)	Common respiratory virus causing mild, cold-like symptoms. RSV can be serious for infants and older adults. Cause Bronchiolitis (infection of small airways) and pneumonia (infection of lungs).
Metapneumovirus (hMPV)	Seasonal respiratory virus related to RSV.
Enterovirus (EVD68)	Causes common cold, asthma-like symptoms, wheezing, difficulty breathing and in rare cases the polio-like disorder, acute flaccid myelitis (AFM).

Gastrointestinal Pathogens

Rotavirus	Major cause of GI illness (diarrheal disease) among infants and young children, vaccine preventable.
Human Norovirus GII	Leading cause of GI illness

Other Pathogens of Concern

Candida auris	Global health threat, emerging fungus resistant to all 3 major antifungal medicines. Infection can vary from superficial (skin) infections to more severe, life-threatening infections.
Hepatitis A	Contaminated food or water or contact with infected; symptoms include fatigue, nausea, abdominal pain, loss of appetite and low-grade fever. Inflames the liver to cause mild to severe illness. Vaccine preventable.
Mpox	Symptoms like smallpox but milder, rarely fatal.

Substance Information

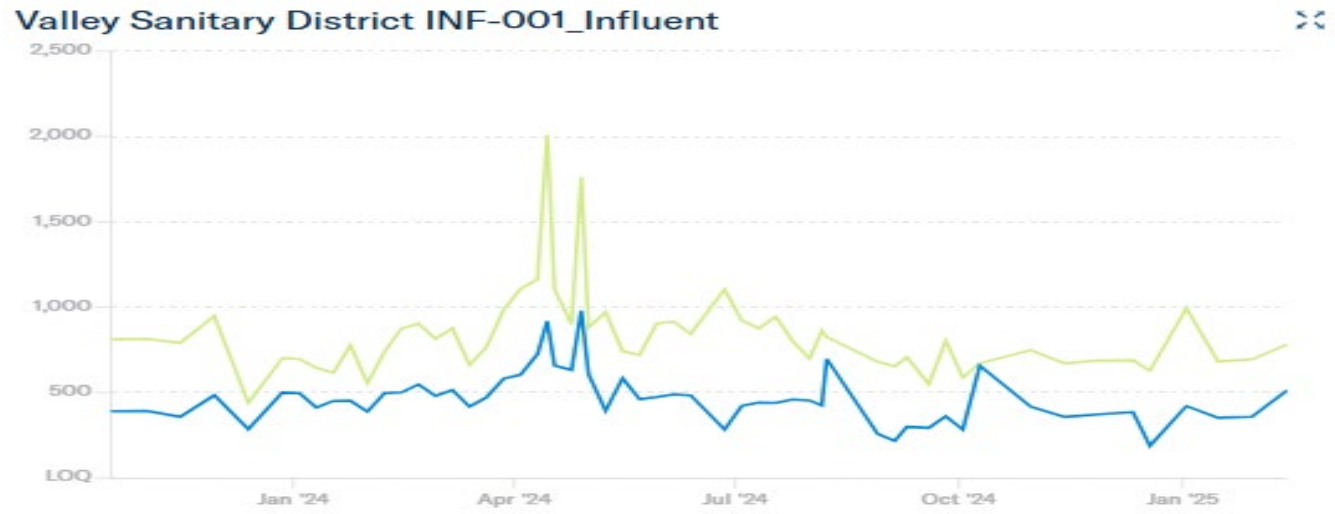
**Substances are measured as the amount of the metabolite detected in the wastewater. The metabolite is the body's main metabolic product of the parent substance. The parent substance is the amount of unmetabolized portions, which may not fully reflect the actual consumption of the drug.*

Substance & Metabolite	
Cocaine	White crystalline powder derived from coca leaves. It is an intense, euphoria-producing stimulant drug with strong addictive potential.
Benzoylecgonine	Body's main metabolic product ("metabolite") of cocaine ("parent" substance).
Fentanyl	Potent synthetic opioid drug approved for use as an analgesic and anesthetic. It is approximately 100 times more potent than morphine and 50 times more potent than heroin as an analgesic and is often illegally manufactured.
Norfentanyl	Body's main metabolic product ("metabolite") of fentanyl ("parent" substance).
Methamphetamine	Stimulant that speeds up the body's system. It comes in a pill, powder or crystal form made illegally in meth labs.
Amphetamine	Body's main metabolic product ("metabolite") of methamphetamine ("parent" substance).
Nicotine	A naturally produced chemical product (alkaloid) in the nightshade family of plants (i.e., tobacco) and is widely used recreationally as a stimulant and anxiolytic.
Trans-3'-hydroxycotinine	Metabolite found in the urine of tobacco product users. Major byproduct of nicotine metabolism and is a carcinogen.
Xylazine	Also known as "tranq", is a non-opioid sedative or tranquilizer used by veterinarians and is an emerging threat. Other illegal drugs can be mixed with xylazine, to enhance drug effects or increase its street use. DEA reports that approx. 23% of fentanyl powder and 7% of fentanyl pills seized by the DEA in 2022 contained xylazine. Usage may cause skin infections and tissue death.
4-hyroxy xylazine	Body's main metabolic product ("metabolite") of methamphetamine ("parent" substance).

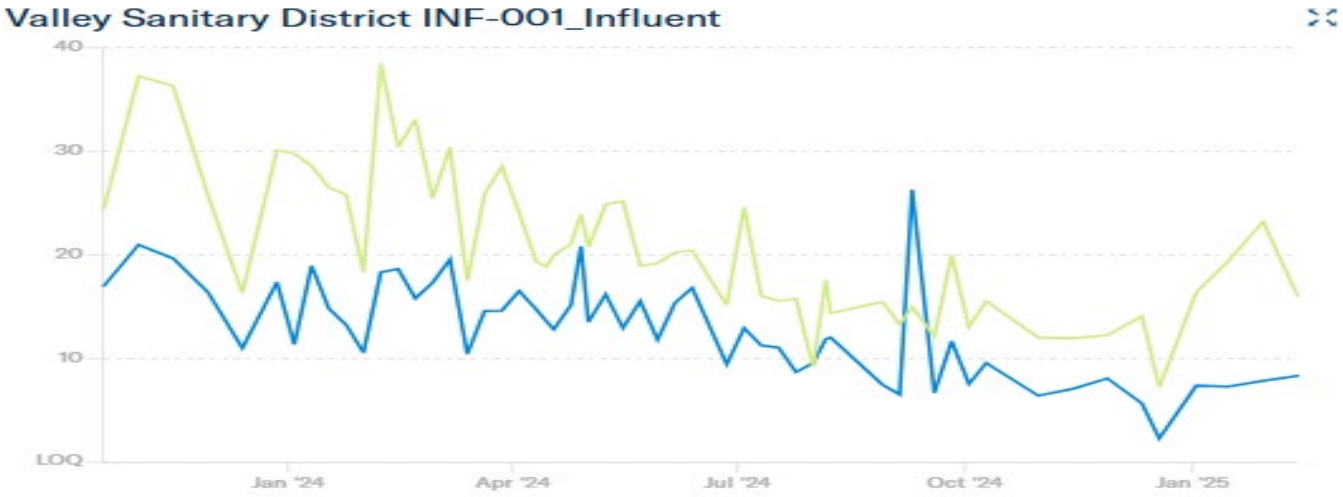
Data Trends

BioBot – NIDA: High Risk Substances

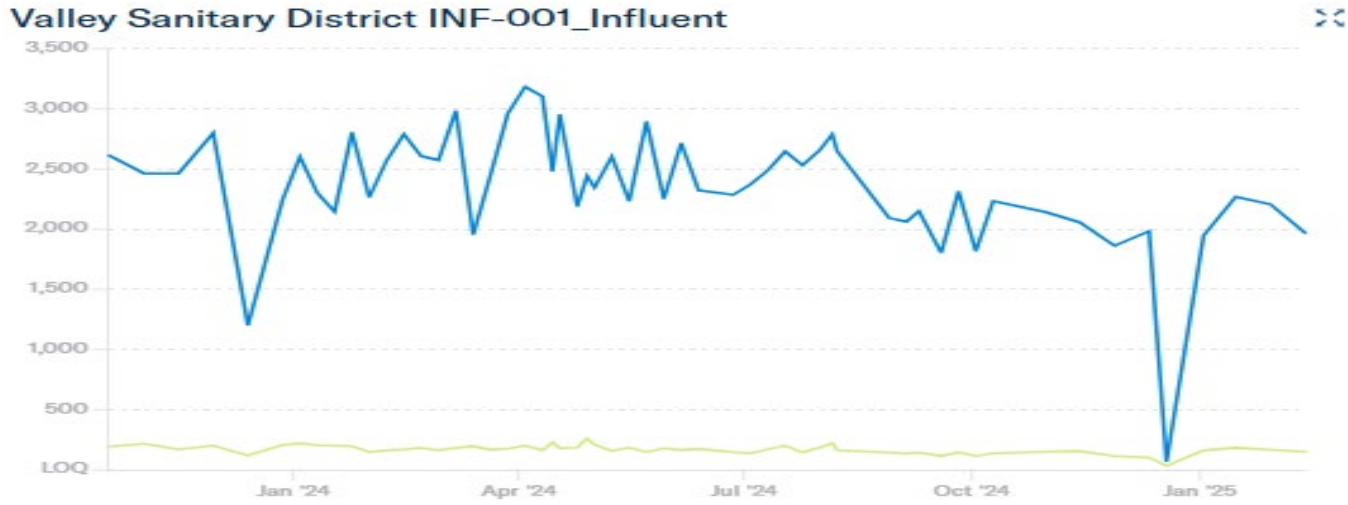
Cocaine



Fentanyl



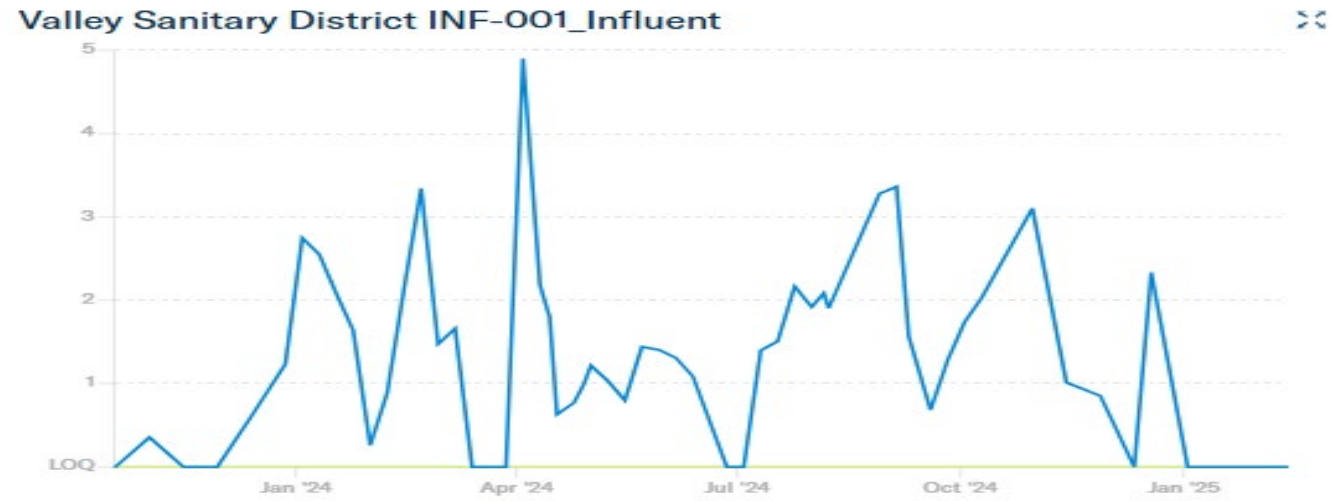
Methamphetamine



Nicotine



Xylazine

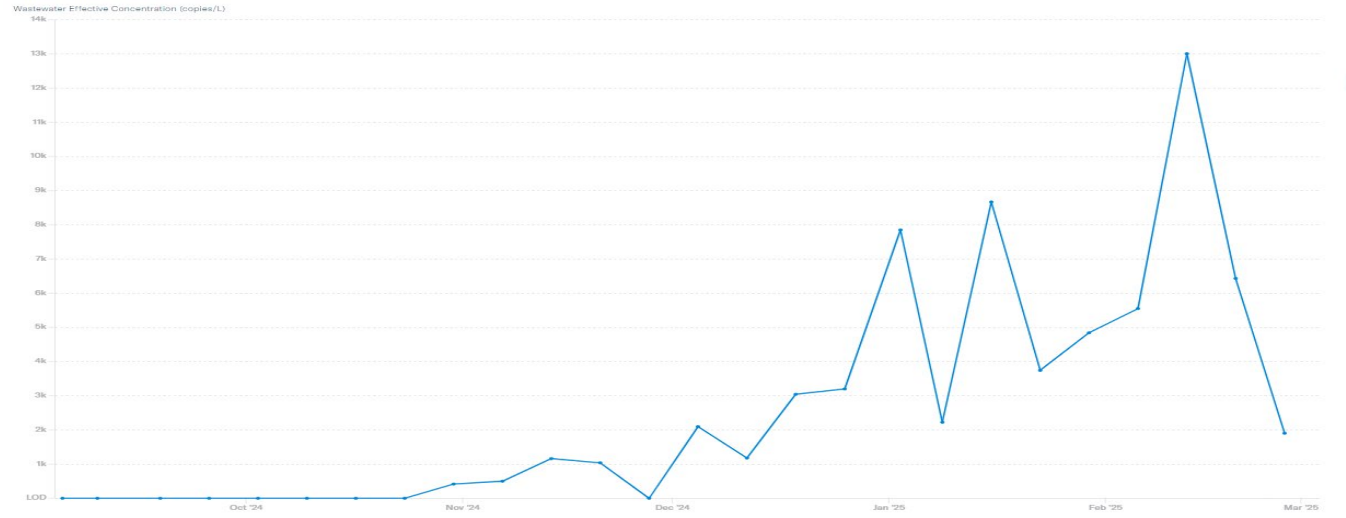


BioBot Pathogens

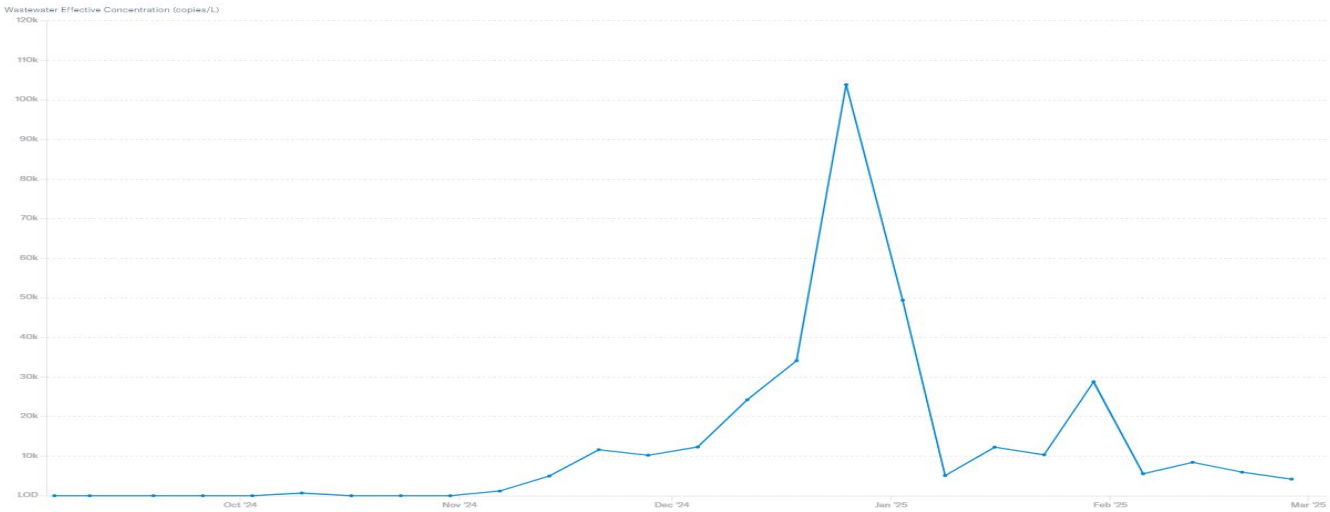
SARS-CoV-2 (COVID-19)



RSV



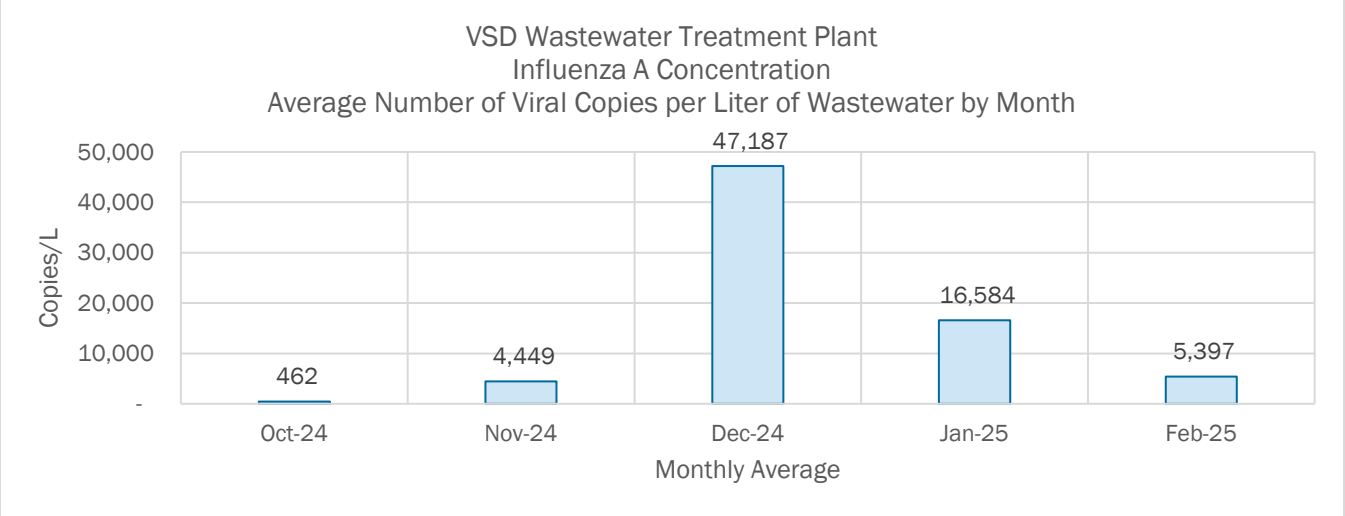
Influenza A

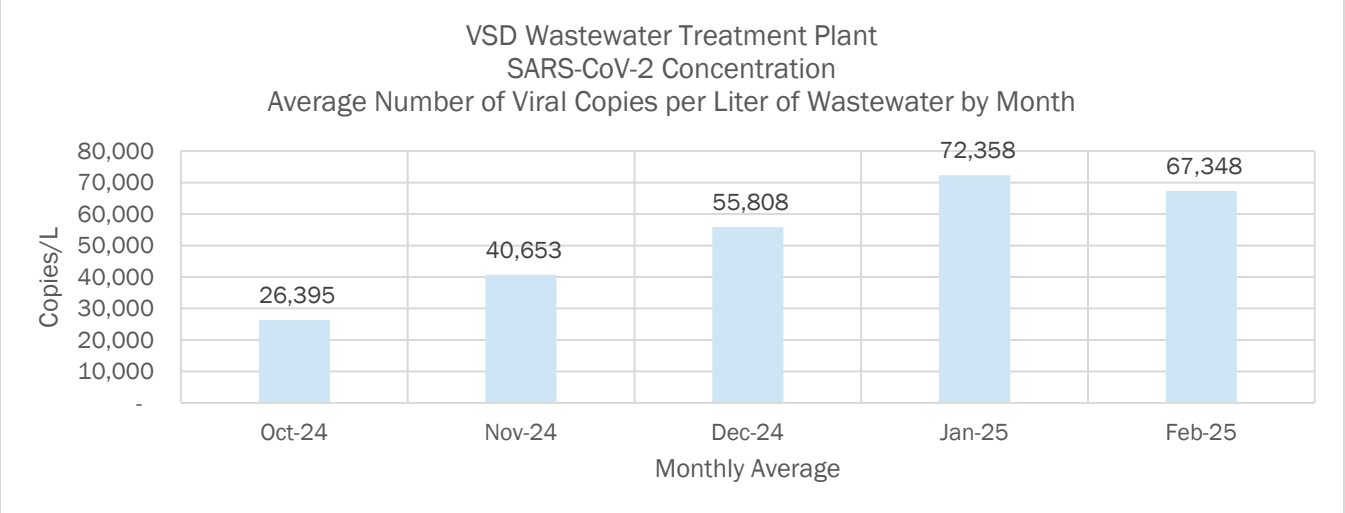


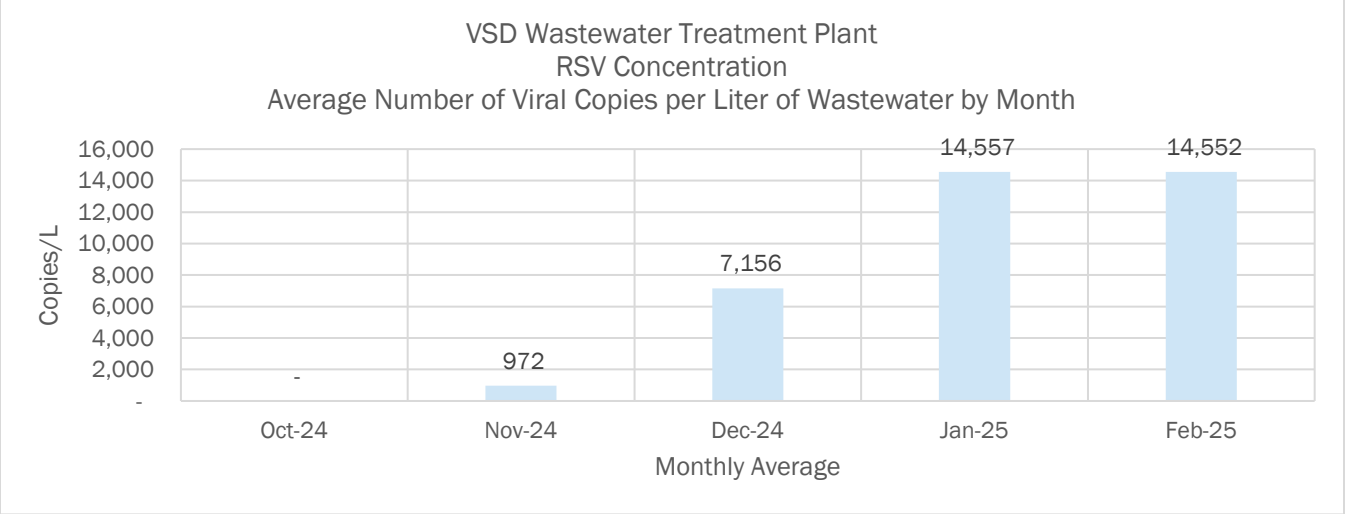
Influenza B

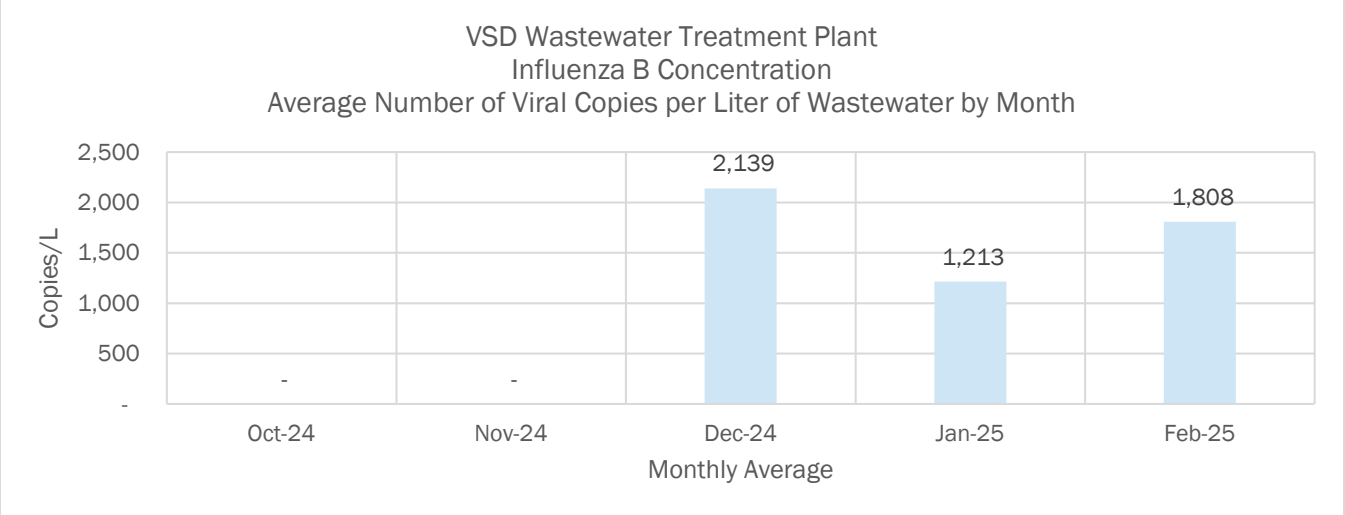


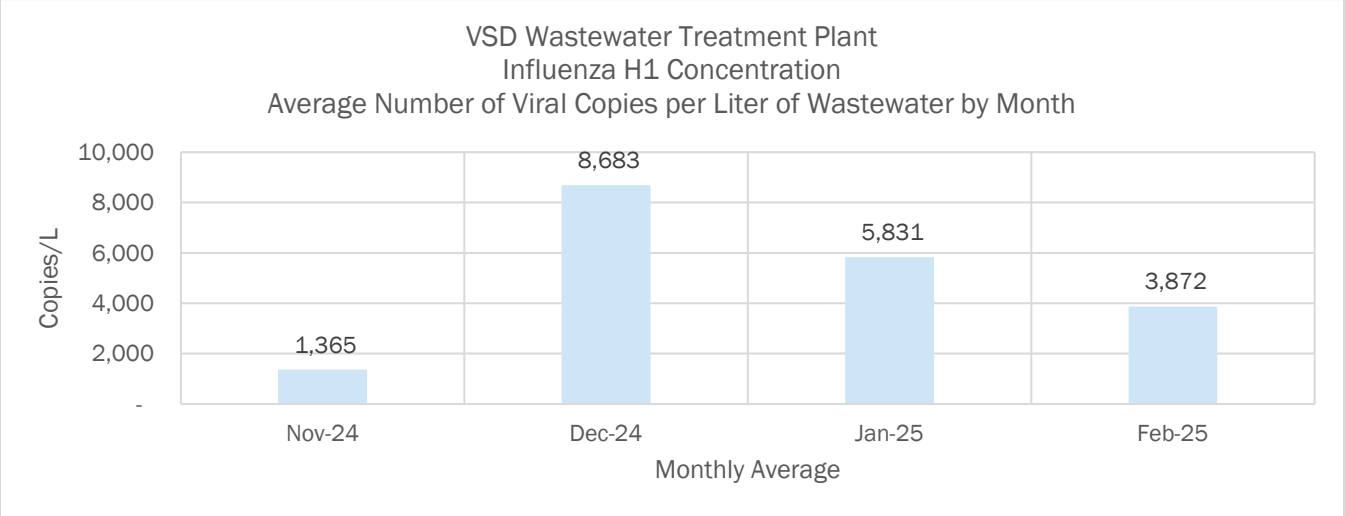
CDC – NWSS

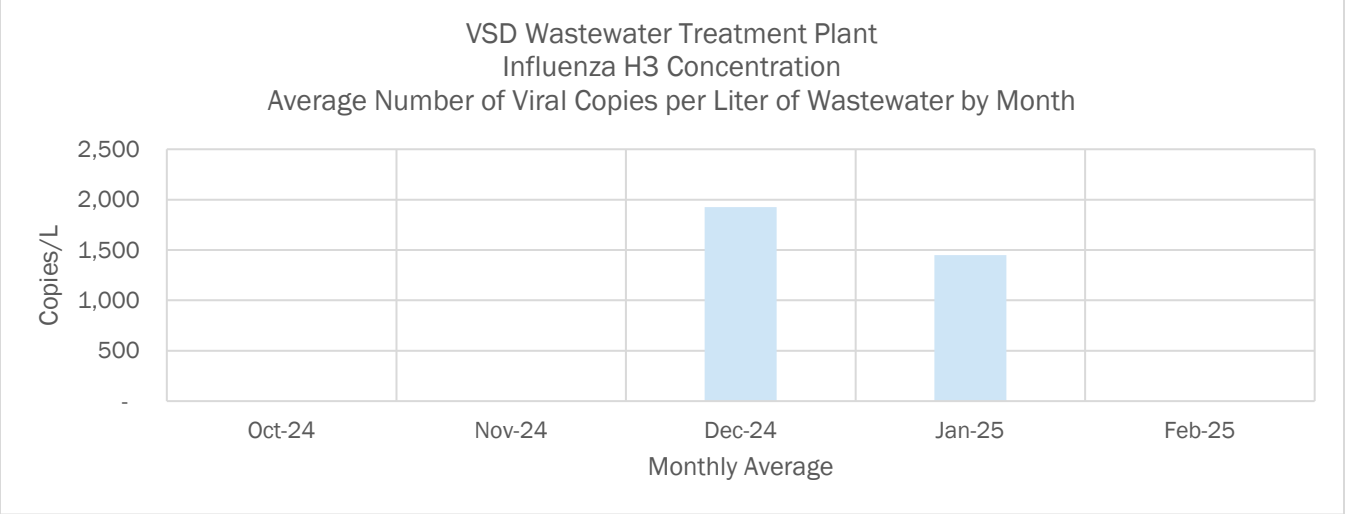

VSD Wastewater Treatment Plant
Influenza A Concentration
Average Number of Viral Copies per Liter of Wastewater by Month
Copies/L
50,000
40,000
30,000
20,000
10,000
-
462
4,449
47,187
16,584
5,397
Oct-24
Nov-24
Dec-24
Jan-25
Feb-25
Monthly Average

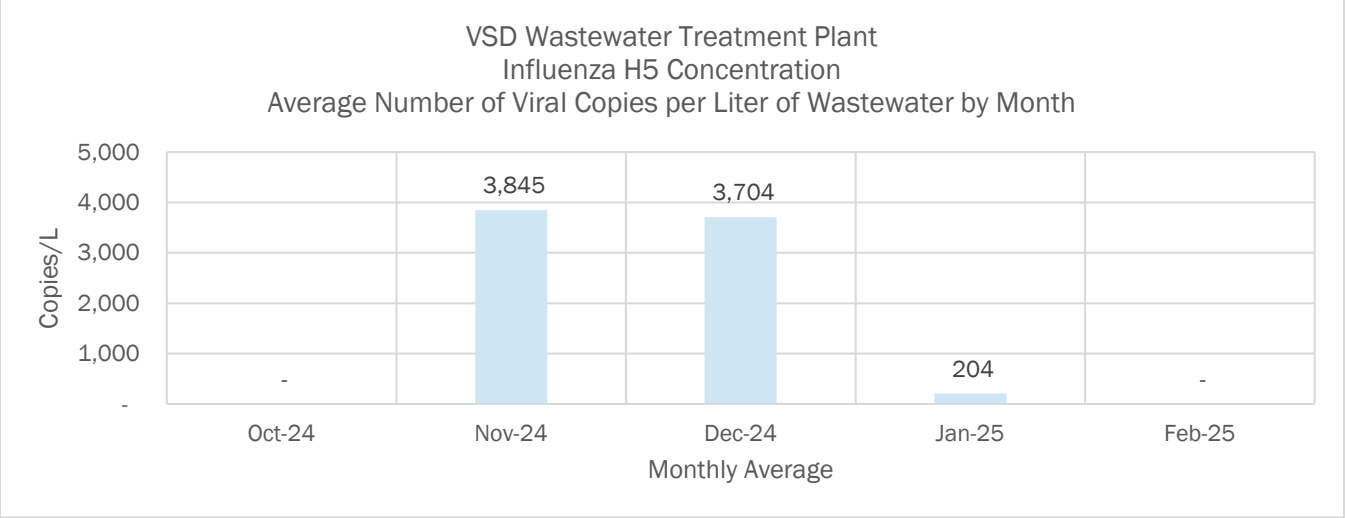

VSD Wastewater Treatment Plant
SARS-CoV-2 Concentration
Average Number of Viral Copies per Liter of Wastewater by Month
Copies/L
80,000
70,000
60,000
50,000
40,000
30,000
20,000
10,000
-
26,395
40,653
55,808
72,358
67,348
Oct-24
Nov-24
Dec-24
Jan-25
Feb-25
Monthly Average


VSD Wastewater Treatment Plant
RSV Concentration
Average Number of Viral Copies per Liter of Wastewater by Month
Copies/L
16,000
14,000
12,000
10,000
8,000
6,000
4,000
2,000
-
-
972
7,156
14,557
14,552
Oct-24
Nov-24
Dec-24
Jan-25
Feb-25
Monthly Average

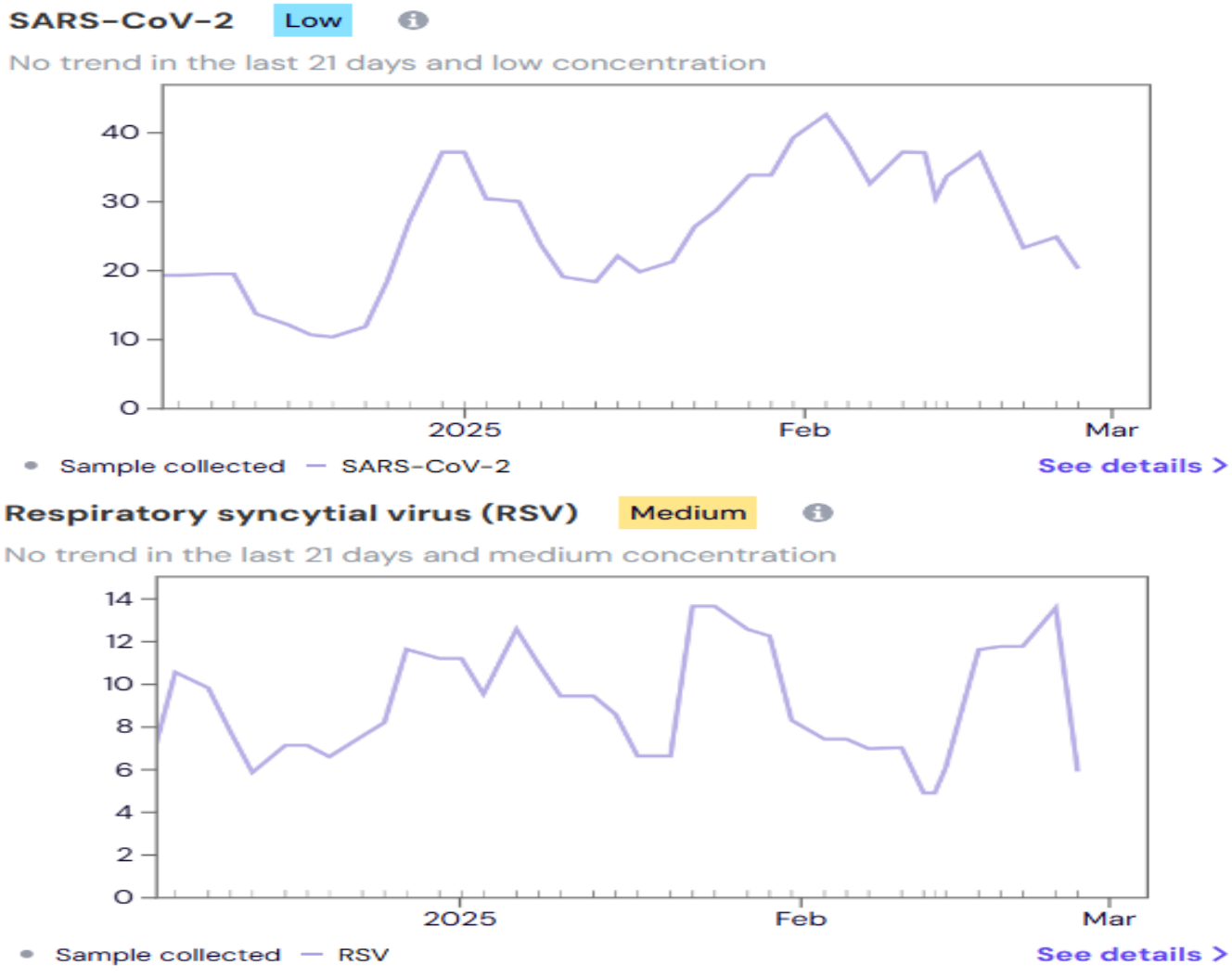

VSD Wastewater Treatment Plant
Influenza B Concentration
Average Number of Viral Copies per Liter of Wastewater by Month
Copies/L
2,500
2,000
1,500
1,000
500
-
2,139
1,808
1,213
-
-
Oct-24
Nov-24
Dec-24
Jan-25
Feb-25
Monthly Average


VSD Wastewater Treatment Plant
Influenza H1 Concentration
Average Number of Viral Copies per Liter of Wastewater by Month
Copies/L
10,000
8,000
6,000
4,000
2,000
-
8,683
5,831
3,872
1,365
Nov-24
Dec-24
Jan-25
Feb-25
Monthly Average


VSD Wastewater Treatment Plant
Influenza H3 Concentration
Average Number of Viral Copies per Liter of Wastewater by Month
Copies/L
2,500
2,000
1,500
1,000
500
-
Oct-24
Nov-24
Dec-24
Jan-25
Feb-25
Monthly Average

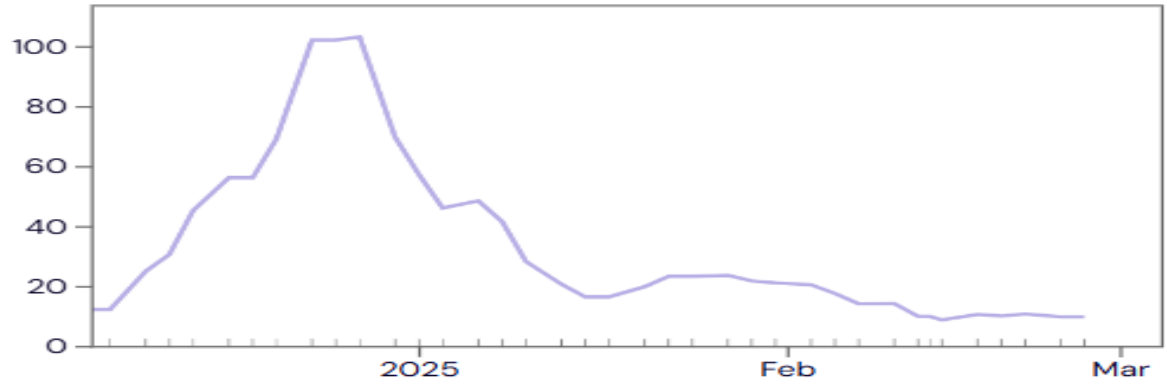


WastewaterSCAN



Influenza A Medium

No trend in the last 21 days and medium concentration

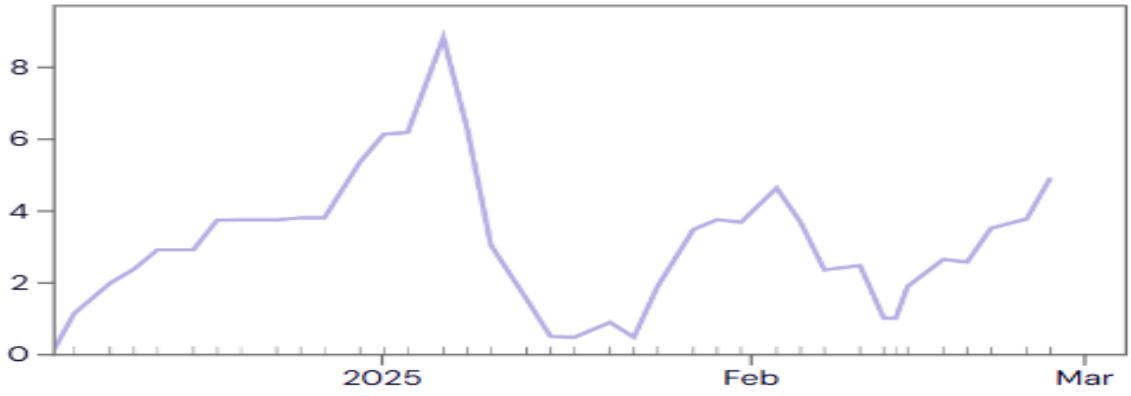


Sample collected — Influenza A

See details >

Influenza B High

No trend in the last 21 days and high concentration

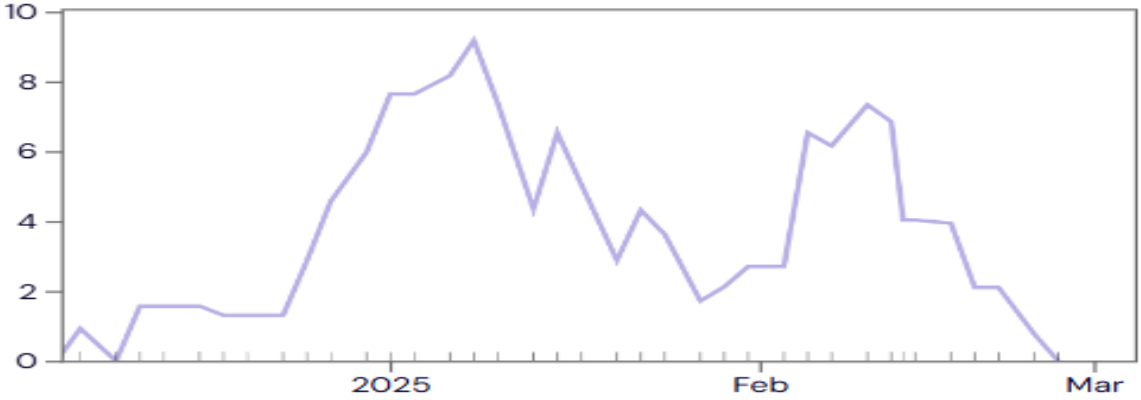


Sample collected — Influenza B

See details >

Human Metapneumovirus Low

Pathogen is seasonal and not in onset

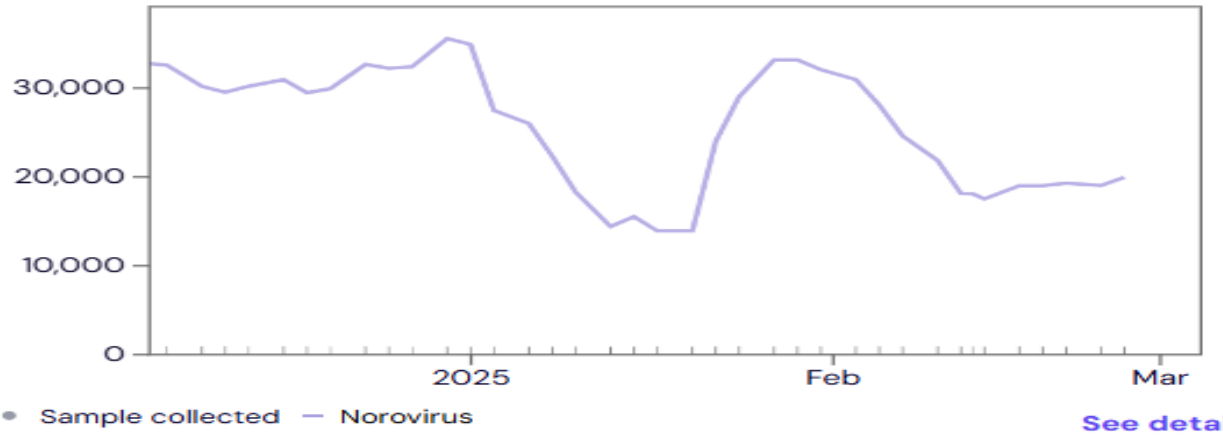


Sample collected — Human Metapneumovirus

See details >

Norovirus Medium

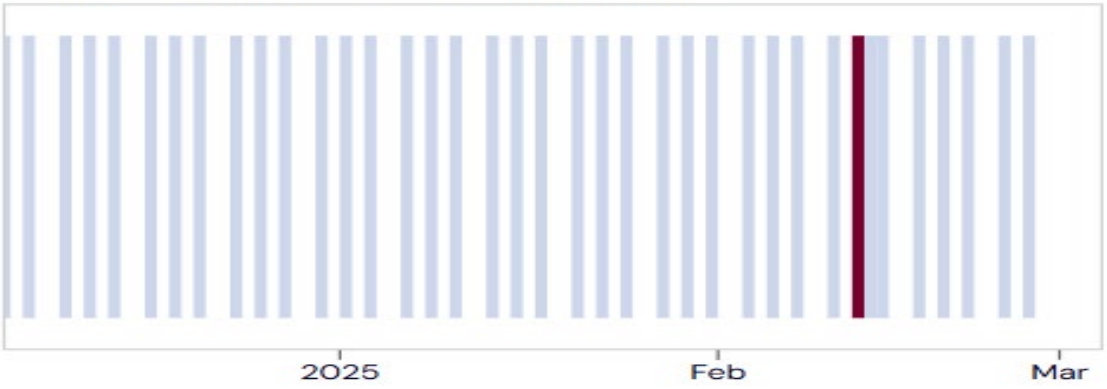
No trend in the last 21 days and medium concentration



See details >

Candida auris Low

0 out of 5 samples in the past 10 days were positive



See details >

CentralSquare Solutions Agreement

This CentralSquare Solutions Agreement (the "**Agreement**"), effective as of the latest date shown on the signature block below (the "**Effective Date**"), is entered into between **TriTech Software Systems, a CentralSquare Technologies, LLC company** with its principal place of business in Lake Mary, FL ("**CentralSquare**") and **Valley Sanitary District, CA** ("**Customer**"), together with CentralSquare, the "**Parties**", and each, a "**Party**".

WHEREAS, Customer entered into a prior agreement for Software products with Tritech Software Systems, a CentralSquare Technologies, LLC company; and

WHEREAS, Customer is a currently licensed end user of the Tritech Software; and

WHEREAS, through asset purchase, CentralSquare is the owner of all Tritech Software products, services, and contractual obligations; and

WHEREAS, Customer desires to discontinue use of the Tritech Software products and upgrade to the CentralSquare Software solution identified in Exhibit 1 to this Agreement; and

WHEREAS, Customer agrees that the Collections Modules shall be classified as Cloud Products under this Agreement, while the Sewer Plant Modules shall remain an On-Premises Product; and

WHEREAS, this Agreement shall replace and supersede any and all prior agreements directly related to the Tritech Software products being replaced by this Agreement.

WHEREAS, CentralSquare licenses and gives access to certain software applications ("**Solutions**") to its customers and also provides maintenance, support, migration, installation and other professional services; and

WHEREAS, Customer desires to license and/or gain access to certain Solutions and receive professional services described herein, and CentralSquare desires to grant and provide Customer license and access to such offerings as well as to provide support and maintenance, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the signatures of their duly authorized representative below, the Parties intending to be legally bound, agree to all of the following provisions and exhibits of this Agreement:

TriTech Software Systems, a CentralSquare Technologies, LLC company	Valley Sanitary District
1000 Business Center Drive Lake Mary, FL 32746	45-500 Van Buren Street, Indio, CA , 92201
By: DocuSigned by: Ron Anderson D0E45EA2938A4EB...	By:
Print Name: Ron Anderson	Print Name:
Print Title: Chief Revenue Officer	Print Title:
Date Signed: 3/6/2025	Date Signed:

Solution: Enterprise Asset Mgmt

Term.

Initial Term. The Initial Term of this Agreement commences as of the Effective Date and will continue in effect for five (5) year(s) from such date unless terminated earlier pursuant to any of the Agreement's express provisions (the "**Initial Term**").

Fees.

In consideration of the rights and services granted by CentralSquare to Customer under this Agreement, Customer shall make payments to CentralSquare pursuant to the amounts and payment terms outlined in Exhibit 1 (the Solution(s) and Services Fee Schedule).

All invoices shall be billed and paid in U.S. dollars (USD) and in accordance with the terms set forth in Exhibit 1. If Customer delays an invoice payment for any reason, Customer shall promptly notify CentralSquare in writing the reasons for such delay. Unless otherwise agreed by both Parties, CentralSquare may apply any payment received to any delinquent amount outstanding.

Standard Terms and Conditions

1. Definitions. Capitalized terms not otherwise defined in this Agreement have the meanings set forth below:

1.1. "**Affiliate**" means any other Entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Entity.

1.2. "**Authorized User**" means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Solutions pursuant to this Agreement, and for whom access to the Solutions has been purchased.

1.3. "**Baseline Solution**" means the version of a Solution updated from time to time pursuant to CentralSquare's warranty services and maintenance, but without any other modification.

1.4. "**CentralSquare Systems**" means the information technology infrastructure used by or on behalf of CentralSquare to deliver the Solutions, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by CentralSquare or through the use of third-party services.

1.5. "**Customer Data**" means information, data, and content, in any form or medium, collected, downloaded, or otherwise received, directly or indirectly from Customer, an Authorized User or end-users by or through the Solutions, provided the data is not personally identifiable and not identifiable to Customer.

1.6. "**Customer Systems**" means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated by Customer or through the third-party services.

1.7. "**Defect**" means a material deviation between the Baseline Solution and its Documentation, for which Customer has given CentralSquare sufficient information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control. Further, with regard to any custom modification, Defect means a material deviation between the custom modification and the CentralSquare generated specification and Documentation for such custom modification, and for which Defect Customer has given CentralSquare sufficient information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control.

1.8. **"Delivery"** means:

1.8.1. For on-premise Solutions, Delivery shall be when CentralSquare delivers to Customer the initial copies of the Solutions outlined in Exhibit 1 by whichever the following applies and occurs first (a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method, or (c) installation, or (d) delivery of managed services server. Physical shipment is on FOB - CentralSquare's shipping point, and electronic delivery is at the time CentralSquare provides Customer with access to download the Solutions.

1.8.2. For cloud-based Solutions Delivery shall be whichever the following applies and occurs first when Authorized Users have (a) received log-in access to the Solution or any module of the Solution or (b) received access to the Solution via a URL.

1.9. "**Documentation**" means any manuals, instructions, or other documents or materials that CentralSquare provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Solution(s), including any aspect of its installation, configuration, integration, operation, use, support, or maintenance.

1.10. **"End User Training"** means the process of educating general users of the Software on the operation of the Software.

1.11. "**Entity**" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other organization.

1.12. **"Hardware"** means any equipment, computer systems, servers, storage devices, peripherals, and any other tangible assets purchased under this Agreement.

1.13. "**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

1.14. "**Managed Services Hardware**" means any equipment, computer systems, servers, peripherals, and any other tangible asset purchased as a subscription under this Agreement.

1.15. "**Maintenance**" means optimization, error correction, modifications, and Updates (defined herein) to CentralSquare Solutions to correct any known Defects and improve performance. Maintenance will be provided for each Solution, the hours and details of which are described in Exhibit 2 (Maintenance and Support).

1.16. "**New or Major Releases**" means new versions of a Baseline Solution (e.g., version 4.0, 5.0 etc.) not provided as part of Maintenance.

1.17. "**Personal Information**" means any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located. Personal Information includes all "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act, "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996, "Personal Data" as defined in the EU General Data Protection Regulation (GDPR 2018), "Personal Information" as defined under the Children's Online Privacy Protection Act of 1998, and all rules and regulations issued under any of the foregoing.

1.18. "**Professional Services**" means configuration, installation, implementation, development work, training or consulting services including custom modification programming, support relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by CentralSquare.

1.19. **"Project Kickoff"** is a meeting to occur shortly after contract execution between CentralSquare and Customer in which goals and objectives are set forth, all parties relevant team members are identified, and scope, timelines, and milestones are reviewed.

1.20. **"Reliability Period"** is the time period in which the Software is tested and confirmed reliable by successfully completed fifteen (15) continuous days in a live environment with no repeatable Priority 1 or Priority 2 issues as defined in Exhibit 2, unless otherwise agreed in a statement of work.

1.21. "**Software**" means the software program(s) (in object code format only) identified on Exhibit 1 (Solution(s) and Services Fee Schedule). The term "Software" excludes any Third-Party Software.

1.22. **"Software Version"** means the base or core version of the Solution Software that contains significant new features and significant fixes and is available to the Customer. The nomenclature used for updates and upgrades consists of major, minor, build, and fix and these correspond to the following digit locations of a release, a,b,c,d. An example of which would be 7.4.1.3, where the 7 refers to the major release, the 4 refers to the minor release, the 1 refers to the build, and the 3 refers to a fix.

1.23. "**Solutions**" means the software, Documentation, development work, CentralSquare Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, provided or used by CentralSquare or any Subcontractor in connection with Professional Services or Support Services rendered under this Agreement.

1.24. **"Support Services"** means Maintenance, Enhancements, implementation of New Releases, and general support efforts to respond to incidents reported by Customer in accordance with Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable.

1.25. "**Third-Party Materials**" means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, related services, equipment, or components of or relating to the Solutions that are not proprietary to CentralSquare.

2. License, Access, and Title.

2.1. License Grant. For any Solution designated as a "license" on Exhibit 1, Customer is granted a perpetual (unless terminated as provided herein), nontransferable, nonexclusive right and license to use the Software for Customer's own internal use for the applications described in the Statement of Work, in the applicable environment (e.g., production, test, training, or disaster recovery system) and in the quantity set forth in Exhibit 1. Additional software licenses purchased after the execution of this Agreement shall also be licensed in accordance with the provisions of this section. Customer shall not use, copy, rent, lease, sell, sublicense, modify, create derivative works from/of, or transfer any software, or permit others to do said acts, except as provided in this Agreement. Any such unauthorized use shall be void and may result in immediate and automatic termination of the applicable license. In such event, Customer shall not be entitled to a refund of any license fees paid. Notwithstanding, Customer shall be entitled to use software at the applicable designated location for the purpose of the application(s) described in the Statement of Work to provide services for itself and other Affiliate governmental agencies/entities, provided that the Software is installed and operated at only one physical location. The Software license granted in this Agreement or in connection with it are for object code only and do not include a license or any rights to source code whatsoever.

2.2. Access Grant. For any Solution designated as a "subscription" on Exhibit 1, so long as subscription fees are paid and current, (unless terminated as provided herein), Customer is granted a nontransferable, nonexclusive right to use the software for the Customer's own internal use for the applications described in the Statement of Work, in the applicable environment (e.g., production, test, training, or disaster recovery system) and in the quantity set forth in Exhibit 1. Additional CentralSquare software subscriptions purchased after the execution of this Agreement shall also be accessed in accordance with the provisions of this section. Customer shall not use, copy, rent, lease, sell, sublicense, modify, create derivative works from/of, or transfer any software, or permit others to do said acts, except as provided in this Agreement. Any such unauthorized use shall be void and may result in immediate and automatic termination of the applicable access. In such event, Customer shall not be entitled to a refund of any subscription fees paid. Notwithstanding, Customer shall be entitled to use software at the applicable designated location for the purpose of the application(s) described in the Statement of Work to provide services for itself and other Affiliate governmental agencies/entities. The subscription access granted in this Agreement or in connection with it are for object code only and do not include a license or any rights to source code whatsoever.

2.3. Documentation License. CentralSquare hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Solutions.

2.4. Application Programming Interface "API". If the Customer has purchased any Application Programming Interface (API) license or subscription, Customer may use such API for Customer's own internal use to develop interfaces which enable interfacing with the applicable CentralSquare Software purchased herein. The development and use of such interfacing applications is specifically permitted under the use granted herein and shall not be deemed derivative works provided that they are not, in fact, derived from the CentralSquare Software or the ideas, methods of operation, processes, technology or know-how implemented therein. Other than the usage rights granted herein, Customer shall not acquire any right, title or interest in the CentralSquare Software or API by virtue of the interfacing of such applications, whether as joint owner, or otherwise. Should Customer desire to provide or share the API to a third-party, the third-party must enter into an API Access Agreement by and between the third-party and CentralSquare directly to govern the usage rights and restrictions of the applicable API.

2.5. Hardware. Subject to the terms and conditions of this Agreement, CentralSquare agrees to deliver, through hardware vendors, the Hardware itemized on Exhibit 1. The risk of loss or damage will pass to Customer upon the date of delivery to the Customer specified facility. Upon delivery and full satisfaction of the Hardware payment obligations, Hardware shall be deemed accepted and Customer will acquire good and clear title to Hardware. All Hardware manufacturer warranties will be passed through to Customer. CentralSquare expressly disclaims, and Customer hereby expressly waives all other Hardware warranties, express or implied, without limitation, warranties of merchantability and fitness for a particular purpose.

2.6. Managed Services Hardware. Subject to the terms and conditions of this Agreement, CentralSquare agrees to deliver the Managed Services Hardware itemized on Exhibit 1. So long as the applicable subscription fees are paid and current, Customer shall maintain a limited right in possessory interest in the Managed Services Hardware. No title in the Managed Services Hardware will pass to Customer at any time or for any reason. Customer agrees to maintain adequate insurance against fire, theft, or other loss for the Managed Services Hardware full insurable value. CentralSquare shall coordinate any defect or warranty claims in accordance with Exhibit 8.

2.7. Reservation of Rights. Nothing in this Agreement grants any right, title, or interest in or to any Intellectual Property Rights in or relating to the Solutions, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in the Solutions, and the Third-Party Materials are and will remain with CentralSquare and the respective rights holders.

3. Use Restrictions. Authorized Users shall not:

3.1. copy, modify, or create derivative works or improvements of the Solutions, or rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Solutions to any Entity, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;

3.2. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Solutions, in whole or in part;

3.3. bypass or breach any security device or protection used by Solutions or access or use the Solutions other than by an Authorized User through the use of his or her own then valid access;

3.4. input, upload, transmit, or otherwise provide to or through the CentralSquare Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any harmful code (any software, hardware, device, or other technology, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede any (i) computer, software firmware, hardware, system or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Solutions as intended by this Agreement;

3.5. damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the CentralSquare Systems, or CentralSquare's provision of services to any third-party, in whole or in part;

3.6. remove, delete, alter, or obscure any trademarks, specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Documentation or Solutions, including any copy thereof;

3.7. access or use the Solutions in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third-party, or that violates any applicable law;

3.8. access or use the Solutions for purposes of competitive analysis of the Solutions, the development, provision, or use of a competing software service or product or any other purpose that is to CentralSquare's detriment or commercial disadvantage or otherwise access or use the Solutions beyond the scope of the authorization granted in Section 2.

4. Audit.

4.1. CentralSquare shall have the right to audit Customer's use of the Software to monitor compliance with this Agreement. Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to such systems, books, and

records for the purpose of verifying license counts, access counts, and overall compliance with this Agreement. Customer shall render reasonable cooperation to CentralSquare as requested. If as a result of any audit or inspection CentralSquare substantiates a deficiency or non-compliance, or if an audit reveals that Customer has exceeded the restrictions on use, Customer shall promptly reimburse CentralSquare for all its costs and expenses incurred to conduct such audit or inspection and be required to pay for any delinquencies in compliance and prompt payment of any underpayment of Fees.

5. Customer Obligations.

5.1. Customer Systems and Cooperation. Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair all Customer Systems on or through which the Solutions are accessed or used; (b) provide CentralSquare Personnel with such access to Customer's premises and Customer Systems as is necessary for CentralSquare to perform the Support Services in accordance with the Support Standards and specifications and if required by CentralSquare, remote access in accordance with Exhibit 3 (CentralSquare Access Management Policy); and (c) provide all cooperation as CentralSquare may reasonably request to enable CentralSquare to exercise its rights and perform its obligations under this Agreement.

5.2. Effect of Customer Failure or Delay. CentralSquare is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.

5.3. Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by Section 3, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Solutions and permanently erasing from their systems and destroying any data to which any of them gained unauthorized access); and (b) notify CentralSquare of any such actual or threatened activity.

5.4. Maintaining Current Versions of CentralSquare Solutions. In accordance with Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable. Customer shall install and/or use any New or Major Release within one year of being made available by CentralSquare to mitigate a performance problem, ineligibility for Support Services, or an infringement claim.

6. Professional Services.

6.1. Compliance with Customer Policies. While CentralSquare personnel are performing services at Customer's site, CentralSquare personnel will comply with Customer's reasonable procedures and site policies that are generally applicable to Customer's other suppliers providing similar services and that have been provided to CentralSquare in writing or in advance.

6.2. Contributed Material. In the process of CentralSquare's performing Professional Services, Customer may, from time to time, provide CentralSquare with designs, plans, or specifications, improvements, works or other material for inclusion in, or making modifications to, the Solutions, the Documentation or any other deliverables ("**Contributed Material**"). Customer grants to CentralSquare a nonexclusive, irrevocable, perpetual, transferable right, without the payment of any royalties or other compensation of any kind and without the right of attribution, for CentralSquare, CentralSquare's Affiliates and CentralSquare's licensees to make, use, sell and create derivative works of the Contributed Material.

6.3. Federal Grant Funds. Not Applicable.

7. Confidentiality.

7.1. Nondisclosure. To the extent permitted by law, including the California Public Records Act, the Parties agree, unless otherwise provided in this Agreement or required by law, not to use or make each other's Confidential Information available to any third party for any purpose other than as necessary to perform under this Agreement. **"Confidential Information"** means the Solution(s), Software, and customizations in any embodiment, and either Party's technical and business information relating to inventions or software, research and development, future product specifications, engineering processes, costs, profit or margin information, marketing and future business plans as well as any and all internal Customer and employee information, and any information exchanged by the Parties that is clearly marked with a confidential, private or proprietary legend or which, by its nature, is commonly understood to be confidential.

7.2. Exceptions. A Party's Confidential Information shall not include information that: (a) is or becomes publicly available through no act or omission of the recipient; (b) was in the recipient's lawful possession prior to the disclosure and was not obtained by the recipient either directly or indirectly from the disclosing Party; (c) is lawfully disclosed to the recipient by a third party without restriction on recipient's disclosure, and where recipient was not aware that the information was the confidential information of discloser; (d) is independently developed by the recipient without violation of this Agreement; or (e) is required to be disclosed by law, including, but not limited to, the California Public Records Act.

8. Security.

8.1. CentralSquare will implement commercially reasonable administrative, technical and physical safeguards designed to ensure the security and confidentiality of Customer Data, protect against any anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access or use of Customer Data. CentralSquare will review and test such safeguards on no less than an annual basis.

8.2. Customer shall maintain, in connection with the operation or use of the Solutions, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication, non-repudiation, virus detection and eradication.

8.3. To the extent that Authorized Users are permitted to have access to the Solutions, Customer shall maintain agreements with such Authorized Users that adequately protect the confidentiality and Intellectual Property Rights of CentralSquare in the Solutions and Documentation and disclaim any liability or responsibility of CentralSquare with respect to such Authorized Users.

9. Personal Data. If CentralSquare processes or otherwise has access to any personal data or Personal Information on Customer's behalf when performing CentralSquare's obligations under this Agreement, then:

9.1. Customer shall be the data controller (where "**data controller**" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and CentralSquare shall be a data processor (where "**data processor**" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own);

9.2. Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or Personal Information to CentralSquare so that CentralSquare may lawfully use, process and transfer the personal data and Personal Information in accordance with this Agreement on Customer's behalf, which may include CentralSquare processing and transferring the relevant personal data or Personal Information outside the country where Customer and the Authorized Users are located in order for CentralSquare to provide the Solutions and perform its other obligations under this Agreement; and

9.3. CentralSquare shall process personal data and information only in accordance with lawful and reasonable written instructions given by Customer and as set out in and in accordance with the terms of this Agreement; and

9.4. CentralSquare shall take reasonable steps to ensure that its employees, agents and contractors who may have access to Personal Information are persons who need to know / access the relevant Personal Information for valid business reasons; and

9.5. each Party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and Personal Information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and Personal Information and the nature of the personal data and Personal Information being protected. If necessary, the Parties will cooperate to document these measures taken.

10. Representations and Warranties.

10.1. Intellectual Property Warranty. CentralSquare represents and warrants that (a) it is the sole and exclusive owner of (or has the right to license) the software; (b) it has full and sufficient right, title and authority to grant the rights and/or licenses granted under this Agreement; (c) the software does not contain any materials developed by a third party used by CentralSquare except pursuant to a license agreement; and (d) the software does not infringe any patent, or copyright.

10.2. Intellectual Property Remedy. In the event that any third party asserts a claim of infringement against the Customer relating to the software contained in this Agreement, CentralSquare shall indemnify and defend the Customer pursuant to section 13.1 of this Agreement. In the case of any such claim of infringement, CentralSquare shall either, at its option, (1) procure for Customer the right to continue using the software; or (2) replace or modify the software so that that it becomes non-infringing, but equivalent in functionality and performance.

10.3. Software Warranty. CentralSquare warrants to Customer that: (i) for a period of one year from the Effective Date (the "Warranty Period") the Software will substantially conform in all material respects to the specifications set forth in the Documentation, when installed, operated and used as recommended in the Documentation and in accordance with this Agreement; and (ii) at the time of delivery the Software does not contain any virus or other malicious code.

10.4. Software Remedy. If, during the Warranty Period a warranty defect is confirmed in the CentralSquare Software, CentralSquare shall, at its option, reinstall the Software or correct the Defects. Defects that occur in the Software after the Warranty Period will be corrected pursuant to Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable.

10.5. Services Warranty**.** CentralSquare warrants that the Professional Services delivered will substantially conform to the deliverables specified in the applicable statement of work and that all Professional Services will be performed in a professional and workmanlike manner consistent with industry standards for similar work. If Professional Services do not substantially conform to the deliverables, Customer shall notify CentralSquare of such non-conformance in writing, within 10 days from completion of Professional Service, and CentralSquare shall promptly repair the non-conforming deliverables.

10.6. **Disclaimer of Warranty. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH ABOVE, CENTRALSQUARE MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE INTELLECTUAL PROPERTY, SOFTWARE, PROFESSIONAL SERVICES, AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT CENTRALSQUARE DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL WARRANTIES ARISING FROM COURSE**

OF DEALING, USAGE OR TRADE PRACTICE, AND SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE. FURTHER, CENTRALSQUARE EXPRESSLY DOES NOT WARRANT THAT A SOLUTION, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE SOLUTION OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN CENTRALSQUARE PERSONNEL, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY. THIS AGREEMENT DOES NOT AMEND, OR MODIFY CENTRALSQUARE'S WARRANTY UNDER ANY AGREEMENT OR ANY CONDITIONS, LIMITATIONS, OR RESTRICTIONS THEREOF.

11. Notices. All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when delivered personally, sent by United States registered or certified mail, return receipt requested; transmitted by facsimile or email confirmed by first class mail, or sent by overnight courier. Notices must be sent to a Party at its address shown below, or to such other place as the Party may subsequently designate for its receipt of notices in writing by the other Party.

If to CentralSquare **CentralSquare Technologies, LLC**
1000 Business Center Dr.
Lake Mary, FL 32746
Phone: 407-304-3235
Attention: Legal/Contracts

If to Customer: **Valley Sanitary District**
45-500 Van Buren Street
Indio, CA 92201
Phone: 760 238 5400
Email: igarcia@valley-sanitary.org
Attention: Israel Garcia

12. Force Majeure.
Neither Party shall be responsible for failure to fulfill its obligations hereunder, or be liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, pandemic or epidemic, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of equipment, software, or services from suppliers, default of a subcontractor or vendor to the Party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other Party, or its officers, directors, employees, agents, contractors, or elected officials, and/or other occurrences beyond the Party's reasonable control ("Excusable Delay" hereunder). In the event of such Excusable Delay, performance shall be extended on a day for day basis or as otherwise reasonably necessary to compensate for such delay.

13. Indemnification.

13.1. CentralSquare Indemnification. CentralSquare shall indemnify, defend, and hold harmless Customer from any and all Claims or liability, including attorneys' fees and costs, brought by a third party, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising solely from a wrongful or negligent act, error or omission of CentralSquare, its employees, agents, contractors, or any subcontractor as a result of CentralSquare's or any subcontractor's performance pursuant to this Agreement; however, CentralSquare shall not be required to indemnify Customer for any claims caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a Claim or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents or contractors, CentralSquare's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

13.2. Customer Indemnification. INTENTIONALLY DELTED

13.3. "**Claim**" in this Section 13 means any claim, cause of action, demand, lawsuit, dispute, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.

14. Termination.

14.1. Either Party may terminate this Agreement for a material breach in accordance with this subsection. In such event, the disputing Party shall deliver written notice of its intent to terminate along with a description in reasonable detail of the problems for which the disputing Party is invoking its right to terminate and the specific requirement within this Agreement or any exhibit or schedule hereto that the disputing Party is relying upon. In the event the Party does not cure the material

breach, or create a mutually agreeable plan between the Parties to cure the breach, within thirty (30) days of the written notice of termination, the Party may terminate for cause. Following such notice, the Parties shall commence dispute resolution procedures in accordance with the dispute resolution procedure pursuant to Section 17. Upon termination, Customer will pay CentralSquare for all undisputed fees and expenses related to the software, products, and/or services Customer has received, or CentralSquare has incurred or delivered, prior to the effective date of termination.

14.2. CentralSquare shall have the right to terminate this Agreement based on Customer's failure to pay undisputed amounts due under this Agreement more than ninety (90) days after delivery of written notice of non-payment.

15. Effect of Termination or Expiration. On the expiration or earlier termination of this Agreement:

15.1. All rights, licenses, and authorizations granted to Customer hereunder will immediately terminate and Customer shall immediately cease all use of CentralSquare's Confidential Information and the Solutions, and within thirty (30) days deliver to CentralSquare, or at CentralSquare's request destroy and erase CentralSquare's Confidential Information from all systems Customer directly or indirectly controls; and

15.2. All licenses, access or subscription fees, services rendered but unpaid, and any undisputed amounts due by Customer to CentralSquare of any kind shall become immediately payable and due no later than thirty (30) days after the effective date of the termination or expiration, including anything that accrues within those thirty (30) days.

15.3. The provisions set forth in the following sections, and any other right or obligation of the Parties in this Agreement that, by its nature (including but not limited to: Use Restrictions, Confidential Information, Warranty Disclaimers, Indemnifications, & Limitations of Liability), will survive any expiration or termination of this Agreement.

15.4. In the event that Customer terminates this Agreement or cancels any portions of a project (as may be set forth in a Statement of Work) prior to Go Live (which shall be defined as "first use of a Solution or module of a Solution in a production environment, unless otherwise agreed by the Parties in a statement of work"), Customer shall pay for all undisputed Professional Services actually performed by CentralSquare on a time and materials basis, regardless of the payment terms in Exhibit 1.

15.5. Return of Customer Data. If Customer requests in writing at least ten (10) days prior to the effective date of expiration or earlier termination of this Agreement, CentralSquare shall within sixty (60) days following such expiration or termination, deliver to Customer in CentralSquare's standard format the then most recent version of Customer Data maintained by CentralSquare, provided that Customer has at that time paid all Fees then outstanding and any amounts payable after or as a result of such expiration or termination.

15.6. Deconversion. In the event of (i) expiration or earlier termination of this Agreement, or (ii) Customer no longer purchasing certain Solutions (including those indicated to be Third-Party Materials), if Customer requests assistance in the transfer of Customer Data to a different vendor's applications ("Deconversion"), CentralSquare will provide reasonable assistance. CentralSquare and Customer will negotiate in good faith to establish the relative roles and responsibilities of CentralSquare and Customer in effecting Deconversion, as well as the appropriate date for completion. CentralSquare shall be entitled to receive compensation for any additional consultation, services, software, and documentation required for Deconversion on a time and materials basis at CentralSquare's then standard rates.

15.7. Termination of this Agreement shall not relieve either Party of any other obligation incurred one to the other prior to termination.

16. Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld; provided however, that in the event of a merger or acquisition of all or substantially all of CentralSquare's assets, CentralSquare may assign this Agreement to an entity ready, willing and able to perform CentralSquare's executory obligations hereunder.

17. Dispute Resolution. Any dispute, controversy or claim arising out of or relating to this Agreement (each, a "Dispute"), including the breach, termination, or validity thereof, shall be resolved as follows:

17.1. Good Faith Negotiations. The Parties agree to send written notice to the other Party of any Dispute ("Dispute Notice"). After the other Party receives the Dispute Notice, the Parties agree to undertake good faith negotiations to resolve the Dispute. Each Party shall be responsible for its associated travel and other related costs.

17.2. Escalation to Mediation. If the Parties cannot resolve any Dispute through good faith negotiations, the dispute will be escalated to non-binding mediation, with the Parties acting in good faith to select a mediator and establishing the mediation process. The Parties agree the mediator's fees and expenses, and the mediator's costs incidental to the mediation, will be shared equally between the Parties. The Parties shall bear their own fees, expenses, and costs.

17.3. Confidential Mediation. The Parties further agree all written or oral offers, promises, conduct, and statements made in the course of the mediation are confidential, privileged, and inadmissible for any purpose in any litigation, arbitration or other proceeding involving the Parties. However, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

17.4. Litigation. If the Parties cannot resolve a Dispute through mediation, then once an impasse is declared by the mediator either Party may pursue litigation in a court of competent jurisdiction.

18. Waiver/Severability. The failure of any Party to enforce any of the provisions hereof will not be construed to be a waiver of the right of such Party thereafter to enforce such provisions. If any provision of this Agreement is found to be unenforceable, that provision will be enforced to the maximum extent possible, and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

19. **LIABILITY. NOTWITHSTANDING ANY PROVISION WITHIN THIS AGREEMENT TO THE CONTRARY, REGARDLESS OF THE NUMBER OF LOSSES, WHETHER IN CONTRACT, EQUITY, STATUTE, TORT, NEGLIGENCE, OR OTHERWISE, AND EXCEPT FOR (A) INDEMNIFICATION REQUIREMENTS UNDER SECTION 13, (B) INTENTIONAL MISREPRESENTATION, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT (WHICH INCLUDES WILLFUL VIOLATIONS OF LAWS OR REGULATIONS), OR (C) INJURY OR DEATH TO PERSONS OR DAMAGE TO TANGIBLE OR REAL PROPERTY:**

    19.1. **NEITHER PARTY SHALL HAVE LIABILITY TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO, REPLACEMENT COSTS, AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR LOSSES OF PROFIT, REVENUE, INCOME, BUSINESS, ANTICIPATED SAVINGS, DATA, AND REPUTATION, AND MORE GENERALLY, ANY LOSSES OF AN ECONOMIC OR FINANCIAL NATURE, REGARDLESS OF WHETHER SUCH LOSSES MAY BE DEEMED AS CONSEQUENTIAL OR ARISING DIRECTLY AND NATURALLY FROM THE INCIDENT GIVING RISE TO THE CLAIM, AND REGARDLESS OF WHETHER SUCH LOSSES ARE FORESEEABLE OR WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES; AND**

    19.2. **CENTRALSQUARE'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED TWICE THE AMOUNT(S) ACTUALLY PAID BY CUSTOMER TO CENTRALSQUARE HEREUNDER FOR THE LAST TWELVE (12) MONTHS PRIOR TO THE DATE THE CLAIM AROSE.**

20. **Insurance.** During the term of this Agreement, CentralSquare shall maintain insurance coverage covering its operations in accordance with Exhibit 4 (Certificate of Insurance (Evidence of Coverage)). CentralSquare shall include Customer as an additional insured on applicable insurance policies provided under this Agreement. CentralSquare shall provide proof of current coverage during the term of this Agreement.
21. **Third-Party Materials.** CentralSquare may, from time to time, include third parties to perform services, provide software, or provide equipment. Customer acknowledges and agrees CentralSquare provides front-line support services for these Third-Party Materials, but these third parties assume all responsibility and liability in connection with the Third-Party Materials. CentralSquare is not authorized to make any representations or warranties that are binding upon the third-party or to engage in any other acts that are binding upon the third-party, except specifically that CentralSquare is authorized to represent third-party fees and to accept payment of such amounts from Customer on behalf of the third-party for as long as such third-party authorizes CentralSquare to do so. As a condition precedent to installing or accessing certain Third-Party Materials, Customer may be required to execute a click-through, shrink-wrap End User License Agreement ("EULA") or similar agreement provided by the Third-Party Materials provider. If mapping information is supplied with the CentralSquare Software, CentralSquare makes no representation or warranty as to the completeness or accuracy of the mapping data provided with the CentralSquare Software. The completeness or accuracy of such data is solely dependent on the information supplied by the Customer or the mapping database vendor to CentralSquare. All third-party materials are provided "as-is" and any representation or warranty concerning them is strictly between Customer and the third-party.
22. **Subcontractors**. CentralSquare may from time to time, in its discretion, engage third parties to perform services on its behalf including but not limited to Professional Services, Support Services, and/or provide software (each, a "Subcontractor"). CentralSquare shall be fully responsible for the acts of all subcontractors to the same extent it is responsible for the acts of its own employees.
23. **Entire Agreement**. This Agreement, and any Exhibits specifically incorporated therein by reference, constitute the entire agreement between the Parties with respect to the subject matter. These documents supersede and merge all previous and contemporaneous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between the Parties with respect to the subject hereof.
24. **Amendment**. Either Party may, at any time during the term, request in writing changes to this agreement. The Parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective unless and until memorialized in either a CentralSquare issued add-on quote signed by Customer, or a written change order or amendment to this Agreement signed by both Parties.
25. **No Third-Party Beneficiaries**. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.
26. **Counterparts**. This Agreement, and any amendments hereto, may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. The Agreement (and any amendments) shall be considered properly executed by a Party if executed by that Party and transmitted by facsimile or other electronic means, such as DocuSign, Tagged Image Format Files (TIFF), or Portable Document Format (PDF).
27. **Material Adverse Change**. If any law, regulation, applicable standard, process, OEM requirement is changed or comes into force after the Effective Date, including but not limited to PCI standards or Americans with Disabilities Act compliance (collectively, a "Material Adverse Change"), which is not explicitly addressed within this Agreement and results in *significant extra* costs for either Party in relation to the performance of this Agreement, both Parties shall promptly meet, discuss in good faith, and agree upon reducing the technical, operational, and/or commercial impact of such Material Adverse Change.

28. Cooperative Purchases. This Agreement may be used by Customer Affiliates. CentralSquare agrees to offer similar services to other Affiliates under the same terms and conditions as stated herein except that the Fees may be negotiated between CentralSquare and other Affiliates based on the specific revenue expectations, agency reimbursed costs, and other Affiliate requirements. The Customer will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such Affiliates. CentralSquare and the Affiliate will enter into any such arrangement with an amendment to this Agreement.

29. Order of Precedence.

29.1. In the event of any conflict or inconsistency between this Agreement, the Exhibits, or any purchase order, then the following priority shall prevail:

29.1.1. The main body of this Agreement and any associated amendments, statements of work (including Exhibit 5 (Statement of Work)), or change orders and then the attached Exhibits to this Agreement in the order in which they appear.

29.2. Customer's purchase terms and conditions or CentralSquare's sales terms and conditions are not applicable and shall have no force or effect, whether referenced in any document in relation to this Agreement.

29.3. Incorporated Exhibits to this Agreement:

Exhibit 1: Solution(s) and Services Fee Schedule

Exhibit 2: Maintenance & Support

Exhibit 3: CentralSquare Access Management Policy

Exhibit 4: Certificate of Insurance (Evidence of Coverage)

Exhibit 5: Statement of Work

Exhibit 6: Service Level Commitments

EXHIBIT 1
Solution(s) and Services Fee Schedule

Quote #: Q-132872

SOFTWARE INCLUDED

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
1.	Daily Extract of EAM AWS Customer Database	1	1,950.00	1,950.00
2.	Enterprise Asset Management Bundle - SaaS Subscription	12	2,100.00	25,200.00
			Software Total	27,150.00 USD

SERVICES INCLUDED

	DESCRIPTION	TOTAL
1.	Public Administration Consulting Services - As Incurred	5,040.00
2.	Public Administration GIS Services - As Incurred	7,200.00
3.	Public Administration Project Management Services - As Incurred	4,320.00
4.	Public Administration Technical Services - As Incurred	6,120.00
5.	Public Administration Training Services - As Incurred	3,600.00
	Services Total	26,280.00 USD

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QUOTE SUMMARY

Software Subtotal	27,150.00 USD
Services Subtotal	26,280.00 USD
Quote Subtotal	53,430.00 USD
Quote Total	**53,430.00 USD**

RECURRING FEES

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	27,150.00

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

Renewals Budget

Products - Plant (stays on premise)	QTY	4/1/24 - 3/31/25	4/1/25 - 3/31/26
Asset Management - Assets Annual Maintenance Fee	2	$1,236.70	$1,267.62
Asset Management - Work Annual Maintenance Fee	5	$2,510.81	$2,573.58
		$3,747.51	**$3,841.20**
		2/26/24 - 2/25/25	**2/26/25 - 3/31/26**
Asset Management - Assets Annual Maintenance Fee	6	$2,400.00	$2,705.44
Asset Management - Work Annual Maintenance Fee	3	$1,200.00	$1,352.72
		$3,600.00	**$4,058.16**

Payment Terms:

Subscriptions:

- If applicable, Annual Subscription Fees are due on the Delivery Date, and annually thereafter on the anniversary of the Delivery Date.
- Annual Subscription Fees shall increase by 5% each year

Services:

Payment Schedule:

	Implementation Services
30%	Due on Effective Date
20%	Due at Project Kickoff
15%	Due at completion of 1st End User Training Session
30%	Due at Go Live
5%	Due at completion of Reliability Period

- If applicable, non-fixed fee professional services shall be due as incurred on a time and materials basis. Non-fixed fee professional services are not included in the percentages outlined in the above Payment Schedule.
- If applicable, non-fixed fee travel expenses shall be due as incurred, invoiced monthly for the travel expenses of the preceding month. Non-fixed fee travel expenses are not included in the percentages outlined in the above Payment Schedule.
- If applicable, Fixed Fee travel expenses are included in the percentages outlined in the above Payment Schedule.

Hardware:

- If applicable, Non-subscription Hardware Fees are due on the Effective Date.

Licenses:

- If applicable, License Fees are due on the Delivery Date.

Support & Maintenance

- If applicable, Support & Maintenance Fees are due annually, starting prior to the first anniversary of the Delivery Date and annually thereafter.
- Annual Software Maintenance Fees shall increase by 5% each year.

- If applicable, legacy support and maintenance shall be due until the Delivery Date of the applicable replacement software. Any unused pre-paid support and maintenance shall be credited as a pro-rated amount towards the next applicable subscription software invoice due under this Agreement, or future invoice.

Third Party:

- If applicable, Third-Party Software Fees are due on the Effective Date. Third-Party software subscriptions and/or support fees shall be due annually thereafter on the anniversary of the Effective Date. Third-Party Software fees are subject to increase each year.
- If applicable, Third-Party Services shall be due 50% at Effective Date, 25% at completion of 1st End User Training Session, and 25% at Go Live.

Invoice Terms:

CentralSquare shall provide an invoice for the items in the schedule above no less than thirty (30) days prior to the due date.

ANCILLARY FEES

a. Customer is responsible for paying all taxes relating to this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide CentralSquare valid proof of exemption; otherwise, CentralSquare will invoice Customer and Customer will pay to CentralSquare all such tax amounts.
b. To the extent allowable by law, if Customer fails to make any payment when due, then CentralSquare may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly, or, if lower, the highest rate permitted under applicable law; and if such failure continues for 90 days following written notice thereof, CentralSquare may suspend performance or access until past due amounts have been paid.

EXHIBIT 2
Maintenance & Support

This Maintenance & Support Exhibit describes support and maintenance relating to technical support that CentralSquare will provide to Customer during the Term of the Agreement.

1. Product Updates and Releases

1.1. Software Version. "Software Version" means the base or core version of the Software that contains significant new features and significant fixes and is available to the Customer. Software Versions may occur as the Software architecture changes or as new technologies are developed. The nomenclature used for updates and upgrades consists of major, minor, build, and fix and these correspond to the following digit locations of a release, a,b,c,d. An example of which would be 7.4.1.3, where the 7 refers to the major release, the 4 refers to the minor release, the 1 refers to the build, and the 3 refers to a fix. All Software Versions are provided and included as part of this Agreement.

1.2. Updates. From time to time CentralSquare may develop permanent fixes or solutions to known problems or bugs in the Software and incorporate them in a formal "Update" to the Software. If Customer is receiving technical support from CentralSquare on the general release date for an Update, CentralSquare will provide the Customer with the Update and related Documentation at no extra charge. Updates for custom configurations will be agreed upon by the Parties and outlined in a Statement of Work or Change Order.

1.3. Releases. Customer shall agree to install and/or use any New or Major Release within one year of being made available by CentralSquare to avoid or mitigate a performance problem, ineligibility for Support and Maintenance Services or infringement claim. All modifications, revisions and updates to the Software shall be furnished by means of new Releases of the Software and shall be accompanied by updates to the Documentation whenever CentralSquare determines, in its sole discretion, that such updates are necessary.

2. Support

2.1. CentralSquare shall provide to Customer support via toll-free phone number *833-278-7877* or via the CentralSquare Support Portal. CentralSquare shall provide to Customer, commercially reasonable efforts in solving errors reported by the Customer as well as making available an online support portal. Customer shall provide to CentralSquare reasonably detailed documentation and explanation, together with underlying data, to substantiate errors and to assist CentralSquare in its efforts to diagnose, reproduce and correct the error. Should either Party not be able to locate the error root cause and Customer and CentralSquare agree that on-site services are necessary to diagnose or resolve the problem CentralSquare shall provide a travel estimate and estimated hours in order to diagnose the reported error.

2.2. If after traveling onsite to diagnose a reported error and such reported error did not, in fact, exist or was not attributable to a defect in the Software provided by CentralSquare or an act or omission of CentralSquare, then Customer shall pay for CentralSquare's investigation, travel, and related services in accordance with provided estimate. Customer must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Exhibit, including remote access in accordance with the Remote Access Policy.

3. Online Support Portal

Online support is available via https://support.centralsquare.com/s/contact-us, offering Customer the ability to resolve its own problems with access to CentralSquare's most current information. Customer will need to enter its designated username and password to gain access to the technical support areas on CentralSquare's website. CentralSquare's technical support areas allow Customer to: (i) search an up-to-date knowledge base of technical support information, technical tips, and featured functions; and (ii) access answers to frequently asked questions (FAQ).

4. Exclusions from Technical Support Services

CentralSquare shall have no support obligations to provide Support or Maintenance for Solutions that are not kept current to one version prior to the then current version of the Solution. CentralSquare shall have no support obligations with respect to any third-party hardware or software product not licensed or sold to Customer by CentralSquare ("Nonqualified Product"). Customer shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Software.

5. Customer Responsibilities

In connection with CentralSquare's provision of technical support as described herein, Customer acknowledges that Customer has the responsibility to do each of the following:

5.1 Provide hardware, operating system and browser software that meets technical specifications, as well as a fast, stable, high-speed connection and remote connectivity for accessing the Solution.

5.2 Maintain any applicable computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to CentralSquare are not due to hardware malfunction;

5.3 For CentralSquare Solutions that are implemented on Customer Systems, maintain the designated operating system at the latest code revision level reasonably deemed necessary by CentralSquare for proper operation of the Software;

5.4 Supply CentralSquare with access to and use of all information and facilities reasonably determined to be necessary by CentralSquare to render the technical support described herein;

5.5 Perform any test or procedures reasonably recommended by CentralSquare for the purpose of identifying and/or resolving any problems;

5.6 At all times follow routine operator procedures as specified in the Documentation or any error correction guidelines of CentralSquare posted on the CentralSquare website;

5.7 Customer shall remain solely responsible at all times for the safeguarding of Customer's proprietary, confidential, and classified information contained within Customer Systems; and

5.8 Reasonably ensure that the Customer Systems are isolated and free from viruses and malicious code that could cause harm before requesting or receiving remote support assistance.

6. Priorities and Support Response Matrix

The following priority matrix relates to software errors covered by this Agreement. Causes secondary to non-covered causes - such as hardware, network, and third-party products - are not included in this priority matrix and are outside the scope of this Exhibit. CentralSquare will make commercially reasonable efforts to respond to Software incidents for live remote based production systems using the following guidelines:

Priority	Issue Definition	Response Time
Priority 1 – Urgent	The software is completely down and will not launch or function.	Priority 1 issues must be called in via 833-278-7877 and will be immediately answered and managed by the first available representative.
Priority 2 – Critical	A high-impact problem that disrupts the customer's operation but there is capacity to remain productive and maintain necessary operations.	Priority 2 issues must be called in via 833-278-7877 and will be immediately answered and managed by the first available representative.
Priority 3 – Non-Critical	A Software Error related to a user function which does not negatively impact the User from the use of the system. This includes system administrator functions or restriction of user workflow but does not significantly impact their job function.	Priority 3 issues called in via 833-278-7877 will be immediately answered and managed by the first available representative. Non-Critical Priority 3 issues may also be reported via Https://support.centralsquare.com/s/contact-us
Priority 4 – Minor	Cosmetic or documentation errors, including Customer technical questions or usability questions.	Priority 4 issues called in via 833-278-7877 will be immediately answered and managed by the first available representative. Minor Priority 4 issues may also be reported via Https://support.centralsquare.com/s/contact-us

7. Exceptions. CentralSquare shall not be responsible for failure to carry out its Support and Maintenance obligations under this Exhibit if the failure is caused by adverse impact due to:

7.1. defectiveness of the Customer's Systems (including but not limited to environment, hardware or ancillary systems), or due to Customer corrupt, incomplete, or inaccurate data reported to the Solution, or documented defect.

7.2. denial of reasonable access to Customer's System or premises preventing CentralSquare from addressing the issue.

7.3. material changes made to the usage of the Solution by Customer where CentralSquare has not agreed to such changes in advance and in writing or the modification or alteration, in any way, by Customer or its subcontractors, of communications links necessary to the proper performance of the Solution.

7.4. a Force Majeure event (as outlined in Section 12), or the negligence, intentional acts, or omissions of Customer or its agents.

8. Incident Resolution. Actual response times and resolutions may vary due to issue complexity and priority. For critical impact level and above, CentralSquare provides a continuous resolution effort until the issue is resolved. CentralSquare will make commercially reasonable efforts to resolve Software incidents for live remote based production systems using the following guidelines:

Priority	Resolution Process	Resolution Time
Priority 1 – Urgent	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Customer to resume live operations on the production System.	CentralSquare will work continuously to provide the Customer with a solution that allows the Customer to resume live operations on the production system. CentralSquare will either resolve the issue or provide a resolution plan as soon as possible and not later than twenty-four (24) hours after notification.
Priority 2 – **Critical**	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Customer to resume normal operations on the production System.	CentralSquare will work continuously to provide the Customer with a solution that allows the Customer to resume normal operations on the production System. CentralSquare will either resolve the issue or provide a resolution plan as soon as possible and not later than thirty-six (36) hours after notification.
Priority 3 – Non – Critical	CentralSquare will provide a procedural or configuration workaround that allows the Customer to resolve the problem.	CentralSquare will work to provide the Customer with a resolution which may include a workaround or code correction within a timeframe that takes into consideration the impact of the issue on the Customer and CentralSquare's User base. Priority 3 issues have priority scheduling in a subsequent release.
Priority 4 – Minor	If CentralSquare determines that a reported Minor Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.	CentralSquare will work to provide the Customer with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no defined resolution time.

9. **Non-Production Environments.** CentralSquare will make commercially reasonable efforts to provide fixes to non-production environment(s). Non-production environments are not included under the response or resolution tables provided in this Exhibit.

   9.1. Maintenance. All non-production environment resolution processes will follow the structure and schedules outlined above for production environments.

   9.2. Incidents and service requests. Non-production environment incidents are considered priority 3 or 4, dictated by circumstances and will be prioritized and scheduled subordinate to production environment service requests.

10. **Training.** Outside the scope of training services purchased, if any, Customer is responsible for the training and organization of its staff in the operation of the Software.

11. **Development Work.** Software support and maintenance does not include development work either (i) on software not licensed from CentralSquare or (ii) development work for enhancements or features that are outside the documented functionality of the Software, except such work as may be specifically purchased and outlined in the Agreement. CentralSquare retains all intellectual property rights in development work performed and Customer may request consulting and development work from CentralSquare as a separate billable service.

12. **Technology Life Expectancy**. Customer understands, acknowledges and agrees that the technology upon which the Hardware, Solution and Third-Party Software is based changes rapidly. Customer further acknowledges that CentralSquare will continue to improve the functionality and features of the Solution to improve legal compliance, accuracy, functionality and usability. As a result, CentralSquare does not represent or warrant that the Hardware, Solution and/or Third-Party Software provided to Customer under this Agreement or that the Customer Systems recommended by CentralSquare will function for an indefinite period of time. Rather, CentralSquare and Customer may, from time to time, analyze the functionality of the Hardware, Solution, Third-Party Software and Customer Systems in response to changes to determine whether Customer must upgrade the same. Customer upgrades may include without limitation, the installation of a new Release, additional disk storage and memory, and workstation and/or server upgrades. Customer upgrades may also include the installation and/or removal of Third-Party Software. Customer is solely responsible for all costs associated with future resources and upgrades.

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EXHIBIT 3
CentralSquare Access Management Policy

In order to provide secure, federally compliant connections to agency systems CentralSquare Technologies ("CentralSquare") requires BeyondTrust or SecureLink as the only approved methodology of connection. BeyondTrust and Securelink provide the necessary remote access in order to service and maintain CentralSquare products while adhering to the Federal Bureau of Investigations Criminal Justice Information Services requirements. Both solutions utilize two-factor authentication Federal Information Processing Standard Publication ("FIPS") 140-2 validated cryptographic modules and AES encryption in 256-bit strengths.

BeyondTrust and Securelink are addressed in turn via this Access Management Policy; Customers may choose which remote privileged access management solution will be utilized by CentralSquare.

BeyondTrust

The BeyondTrust remote support solution may be utilized via escorted session or a jump Customer. As for an escorted session, when an agency needs assistance from CentralSquare, the agency employee requesting assistance will receive verbal or email communication with a session key necessary to enable remote access. If a verbal key is provided, the user enters the session key after visiting https://securesupport.centralsquare.com.

Jump Customers are a Windows service that can be stopped/started to facilitate a support session. Connections made via jump Customer can be active or passive. An active jump Customer is always available. A passive connection is enabled for a specific purpose and then disabled when not used. Regardless of the option selected, CentralSquare's support team will arrange a BeyondTrust session to establish the jump Customer.

The jump Customer resides on the agency side on the installed device, where an agency administrator can manage. Instructions on how to enable/disable jump Customers can be provided upon request. A sample workflow of a passive jump Customer is provided below:

> *Should an agency require support from CentralSquare, a call would be placed and/or a support ticket opened in the portal on the CentralSquare customer support website. Before accessing the agency's system and/or environment, the CentralSquare representative would send a notice of connection from the CentralSquare support portal instance. This notice can be sent to the individual at the agency that the CentralSquare representative is working with or other designated contacts as necessary. Upon receipt of the notice of connection, the agency personnel would enable the BeyondTrust jump Customer. The CentralSquare representative would then be admitted to the agency's system and/or environment to perform the necessary task. Upon completion of the task, the CentralSquare representative sends a notice of disconnection from the CentralSquare support portal instance. Upon receipt of the notice of disconnection, the agency personnel would then disable the BeyondTrust jump Customer.*

Securelink

Similar to BeyondTrust's escorted session, Securelink may be utilized via "quick connect". To enable a quick connect session when an agency needs assistance from CentralSquare, the Agency employee requesting assistance will enter a key code in order to connect for screen sharing on a device.

Similar to the jump Customer methodology, SecureLink may also be utilized via "gatekeeper". The sample workflow description for a jump Customer provided above is substantially similar to the workflow for gatekeeper.

Summation

BeyondTrust and Securelink allow customers the ability to monitor connectivity to the customer's network and maintain CJIS compliance while enabling CentralSquare to perform the necessary support functions.

EXHIBIT 4

Certificate of Insurance (Evidence of Coverage)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/06/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, LLC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326 CN130114897-EO/C-GAWU-24-25	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED CentralSquare Technologies, LLC 1000 Business Center Drive Lake Mary, FL 32746	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : The Charter Oak Fire Insurance Co. — 25615 INSURER B : Phoenix Insurance Company — 25623 INSURER C : Travelers Property Casualty Company Of America — 25674 INSURER D : Travelers Casualty And Surety Company — 19038 INSURER E : AIG Specialty Insurance Company — 26883 INSURER F :

COVERAGES **CERTIFICATE NUMBER:** ATL-005801055-00 **REVISION NUMBER:** 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			H-660-65758660-COF-24	08/31/2024	08/31/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [X] HIRED AUTOS ONLY SCHEDULED AUTOS [X] NON-OWNED AUTOS ONLY			BA-65783539-24-I3-G	08/31/2024	08/31/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[X] UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED [X] RETENTION $ 10,000			CUP-65801390-24-I3	08/31/2024	08/31/2025	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) [N] Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB-65783668-24-I3-G	08/31/2024	08/31/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	E&O/Cyber			01-492-21-01	08/31/2024	08/31/2025	Limit SIR	5,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance

CERTIFICATE HOLDER	CANCELLATION
CentralSquare Technologies, LLC 1000 Business Center Drive Lake Mary, FL 32746	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA LLC

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EXHIBIT 5
Statement of Work

(Attached)

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Implementation Statement of Work

Project: Valley Sanitary district, CA Enterprise Asset Management (EAM)

CentralSquare is implementing a configurable, commercially available, off-the-shelf solution. The parties mutually agree and acknowledge this Statement of Work (SOW) is to be a planning and general guidance document, not the detailed requirements or design of the solution (which will occur after contract signing).

Project Start Date

Parties agree the Project Kickoff Meeting will be scheduled within sixty (60) days from the Effective Date of the CentralSquare Solutions Agreement.

Services Scope

The following outlines the proposed methodology for the project management, consulting, configuration, testing, training, and other services work necessary for the implementation.

Functional Groups

The Enterprise Asset Management solution will be implemented for the District for the following functional groups:

- Wastewater Collections

Project Teams

Project teams from all parties will include functional experts, technical resources, and decision makers. CentralSquare and the Customer agree to make all necessary arrangements to ensure resources are available at each stage to ensure timelines are met. CentralSquare uses a RACI (Responsible, Accountable, Consulted, and Informed) chart to outline the expectations from each member of the team, from all parties. A sample RACI Chart can be found below.

Project Management Methodology

The implementation is conducted by a cross-functional team of experts from several departments within CentralSquare led by the assigned Project Manager. A phased approach to project management is followed to ensure the critical services are consistent and results are achieved. Phases include:

Initiation: This phase includes the contract execution and transition to the Service Delivery team. CentralSquare may schedule an all-team meeting to kick off the project. The kickoff meeting will include time for the project managers from both teams to review all contractual documentation and begin the process of finalizing the integrated project schedule.

Planning: During the planning phase, the project managers from both teams will meet to discuss all tasks and resources necessary to successfully complete implementation. The project team from CentralSquare will be finalized, project governance will be established, and a communications plan will be drafted and shared with the parties.

Deliverables during the planning phase include the integrated baseline project schedule, communications plan, resource plan, and governance plan.

Monitor and Control: Throughout the project, the project managers will work together on monitoring and controlling the overall project health. This includes regular status meetings/reports, quality reviews, managing risks/issues, and managing resources. Project managers will work together to manage the overall timeline, scope

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and respective budgets, as well as ensuring the customer's objectives are being met along the way. Any items determined to be out of scope will be immediately address by Central Square and customer Project Manager.

Deliverables during this phase include regular status reports, risk/issue log, regular stakeholder meetings, and all project schedule updates.

Project Close Out: The final stage of the project includes an introduction and transition to the Customer Support team and the Customer Success team. During transition, the project managers will work together to conduct an audit of tasks and deliverables associated with the project. Any mutually agreed upon delayed deliverables will be scheduled for post go-live and documented. Any contracted post go-live activities will be reviewed and scheduled as necessary before transition to Customer Support.

Implementation Methodology

CentralSquare Professional Service Consultants and Project Manager follow a standard implementation approach divided into stages throughout the course of the project. Several types of services and resources (defined herein) will be used during each stage to complete the necessary steps for successful deployment of the contracted services.

Installation:

CentralSquare Cloud Services team will deploy the EAM environment in the appropriate Amazon Web Services (AWS) region and generate the District's master configuration profile. This configuration includes the various backend account information the EAM uses, accounts for the City to remote to the "Desktop Utilities Machine", and the EAM software version to be used. This information is stored in a secure, client-specific storage "bucket" that only the EAM automated provisioning system can access.

CentralSquare will execute an AWS Cloud-formation script that takes all configuration information and automates the creation of the Customer's entire environment (network, firewall rules, hosts, database, load balancers, etc.) to best optimize the hosting environment for the EAM. Once the environment is up, CST will perform connectivity tests to ensure the environment is functioning properly.

Participation in the Installation task will include CST Project Manager, CST Cloud Specialist and the Ditricts IT Subject Matter Expert.

Analysis:

During this stage of the implementation, CentralSquare Consultants will meet with the Customer's functional experts to review the current workflows of key functions impacted by this project and the contract software. In this stage we also begin the process of data conversion by analyzing your legacy data. Significant tasks include:

Major Task	Description
GIS Integration	The GIS specialist will first perform a GIS audit to review the existing GIS architecture and discuss ESRI deployment options. A data mapping exercise will then align each GIS feature class layer to the pertinent asset module and the GIS data will be loaded into EAM using synchronization tools. Once the initial GIS data has been loaded, the various system settings will be adjusted to refine how data flows between EAM and GIS to ensure full synchronization for all editing workflows.

Configuration:

Finalizing the EAM configuration will be a collaborative process driven by the functional requirements discovered during the business process review and through consultative engagements between CentralSquare staff and the customer's Subject Matter Experts. Significant tasks include:

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Major Task	Description
System Configuration	The consultant will build the initial configuration based on the Business Process Review and Workflow Setup activities. Further refinement of the system configuration will be performed collaboratively with subject matter experts from each functional group.
Configuration Validation	The consultant will work with the system administrator to develop an Acceptance Test Plan to verify the configured EAM meeds the stated functional requirements.
Admin Skills Workshops	Training classes, designed as hands-on workshops, include building code tables, picklists, system settings, and assignment of security permissions. Designed for supervisors, system administrator, and staff with decision-making authority. Please see below for more details.

Admin Skills Workshops:

The System Administrator training classes are designed as hands-on workshops, include building code tables, picklists, system settings, web dashboard / form / view configuration and assignment of security permissions. Designed for supervisors, system administrator, and staff with decision-making authority, these workshops help define the application configuration process for designated project committee members. These classes should be attended by those responsible for maintaining user information and code tables, as well as by subject-matter experts in the specific application area. Class time focuses on configuration under the guidance of the assigned CentralSquare trainer, as well as to discuss CentralSquare recommendations regarding potential configuration options as identified. Details on the training agenda will be defined in the Training Plan.

Class Title	Training Type	Intended Audience	Topics	Location
System Admin Training	Instructor-led	System Admins	System Settings Web Configuration Work Flow Setup Security Import & Update EAM and GIS Integration GIS Map Setup	Remote

Integration / Interfaces:

Integrations are addressed on a case-by-case basis; we develop Integration Design Documents that define how systems should communicate and share information. These documents are used to prepare detailed scopes to develop, test, and implement designed integrations based on the District's defined requirements. Integrations and/or interfaces contracted for this project include:

Integration/ Interface	Use of System	Type / Frequency	Import/ Export	Interface Method
CCTV	Sewer / Storm Pipe Inspections and Observations in PACP format	Daily / Weekly / Monthly / As needed	Import	EAM Import & Update Tool
ESRI GIS	Uses a published feature service to synchronize data and display	Daily / Weekly / Monthly / As needed	Import / Export	Web services

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Integration/ Interface	Use of System	Type / Frequency	Import/ Export	Interface Method
	map data within the system			

Testing:

Testing will assess your team's readiness for Go Live. It is an iterative process, conducted by the client, to verify the configured EAM meets the stated functional requirements. This phase in especially important to ensure a smooth transition at go-live. Significant tasks include:

Testing Tasks	Definition
Planning	CST will work with the System Administrator to develop an Acceptance Test Plan to verify the configured EAM meets the stated functional requirements. This Plan will include user test scripts covering the various EAM functions
Issue Tracking	CST will collaborate with the System Administrator to maintain a log of issues, configuration problems, and software malfunctions identified during testing
Issue Resolution	CST will work collaboratively to resolve all such issues, problems and malfunctions to the customer's satisfaction
Acceptance Testing	System Administrator will perform acceptance testing to ensure acceptance criteria items have been addressed, and certify EAM is ready for "go-live"

Training:

CentralSquare will ensure the preparation, documentation, and delivery of training is effective across all of CentralSquare branded core applications, add-ons, and interfaces. CentralSquare Consultants work with customer administration and subject matter experts to establish a training plan to include the course objectives, schedule, location(s), and participants.

End-User Training:

End-user training provides hands-on, process-based instruction focusing on key tasks related to users' job responsibilities. A CentralSquare instructor provides materials and facilitates training on the chosen contracted solutions. End-user classes incorporate extensive activities based on realistic scenarios focusing on processes and tools within the applications for productive use of the system at and after Go-Live. Topics in end-user classes will include data entry, searching, reporting, and application navigation. Details on the training agenda will be defined in the Training Plan.

Core Solution	Training Type	Intended Audience	Topics	Location
Overview Training	Instructor-led Training	System Administrators SMEs	EAM Overview Dashboards Forms / Views Document Control	Remote
GIS	Instructor-led Training	System Administrators SMEs	Show in Map Open View in Map Create Request in Map Create Work Order in Map Add Asset/XY from Map	Remote

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Deployment:

Once the project passes the Go-Live readiness assessment, final planning for Go-Live takes place. This will include completing the staging of the production environment, defining a communications plan for Go-Live, and defining a Go-Live schedule that is mutually accepted significant tasks include:

Major Task	Description
Configure Production Environment	CentralSquare Consultant completes the Configuration Validation checklist of the system to verify system is configured to meet the requirements.
Plan Cutover Schedule and Comunications	Describes tasks to be handled by CentralSquare and Customer personnel during the initial cutover to Go-Live, including a detailed schedule of CentralSquare personnel covering each shift with resources, process for reporting issues, how they will be handled or escalated, contact names/phone numbers onsite staff, remote and third-party vendors.
Execute Go Live	The transition from the legacy system to the EAM system. Conducts normal day-to-day business with the new system.
Go Live Support	This session will be used to provide support for Go Live. The topic will be determined by client needs.

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Sample RACI Chart

- **R**esponsible (Who is/will be doing this task?)
- **A**ccountable (Who is the decision maker?)
- **C**onsulted (Anyone/stakeholders that can talk about it.)
- **I**nformed (Whose work depends on this task/needs to be kept up to date?)

	Sales	Project Management			RMO		Service Delivery						GIS		Cloud Services		Cust Success	Support	Customer			
	Account Executive	PMO Senior Leadership	PM Manager	Project Manager	RMO Leadership	Resource Planner	SD Senior Leadership	SD Manager	Trainer	Consultant	Installation Specialist	Data Conversion Specialist	GIS Manager	GIS Specialist	Cloud Team Leadership	Cloud Team	Cust Success Manager	Support Analyst	Customer Sponsor	Customer PM	Cust Functional Leads	Customer SMEs
Phase 1: Initiation																						
Assigning a Project Manager			R, A	I				I														
Sending Introductory Email to Customer				R, A				I												I		
Performing Contract / Project Setup and Intelligence Review			C	R, A				I														
Sizing a Project for Velocity			C	R, A				C														
Requesting an Implemenation Guide			C	R, A																		
Building Project Folder				R, A																		
Building Initial Draft of Project Artifacts			C	R, A																		
Initially Contacting Third Party Vendors				R, A																		
Requesting Work From the Cloud Team				R, A				I							I	I						
Sending Welcome Package to Customer				R, A						I									I	I	I	I
Conducting Sales to Service Transition Call	C		C	R, A				C	I	I	I	I	C	I		I						
Initially Calling Customer				R, A						I									I	C	I	I
Drafting Initial Project Timeline				R, A		I		C		I									I	C	C	C
Completing Project Initiation Checklist				R, A															I	C	C	C
Phase 2: Planning																						
Performing Project Kickoff	I	I	C	R, A			I	C	C	C	C	C	C	C	I	I			C	C	C	C
Scheduling Resources			I	C	C	R		A,C	I	I	I	I	C	I		I						
Reviewing Project Plan with Customer				R, A						I									I	C	C	C
Receiving Project Plan Customer Signoff		I	I	R, A	I	I	I	I	I	I	I	I	I	I	I	I			C	C	C	C
Completing Project Planning Checklist				R, A															I	C	C	C
Phase 3: Monitor & Control																						
Conducting Cadenced Status Meetings				R, A					C	C	C	C		C		C				C	C	C
Completing Monthly Status Reporting		I	I	R, A			I	I	C	C	C	C	I	C	I				I	I		
Performing Issue Management		I	C	R, A			I	C	C	C	C	C	C	C	I	C			I	C	C	C
Performing Risk Management		I	C	R, A			I	C	C	C	C	C	C	C	I	C			C	C	C	C
Performing Change Control Management				R, A															C	C	C	C
Performing Change Management				C															R, A	R	R	R
Performing Project Health Management		I	C	R, A			I	C	C	C	C	C	C	C	I	C			I	C	C	C
Performing Executive Stakeholder Management		I	C	R, A			I	C	C	C	C	C	C	C	I	C			C	C	I	I
Preparing for Go-Live		I	C	R, A			I	C	C	R	R	C	C	C	C	C	I	I	I	C	C	C
Conducting Go-Live	I	I	C	R, A			I	C	C,R	R	R	R	C	R		R			I	C	C	C
Stage 1: Analysis																						
Workflow Analysis			I	I			I	C	C	R	A	C	C	C					I	C	C	C
Analyze Technical and Functional Requirements			I	I			I	C	C	R	A	C	C	C					I	C	C	C
Data Migration Mapping			I	I			I	C	I	A	C	R	C	C					I	C	I	C
Stage 2: Configuration																						
Build Environment				I			I	I	I	A	R		C	C					I	I	C	C
Configure Environment									C	R	C		C	C					I	I	C	C
Unit Testing				A						R	C		C	C					I	I	C	C
Adminstrative Workshops									R	C			I	I					I	I	C	C
Data Conversion				I				I		A	C	R	I	C					I	I	I	I
Stage 3: Testing																						
Testing				I				I		R	C									I	C	C
Fix Issues and Retest				I				C		R	A	C									C	C
System Sign-Off				A				I		R	C		I	C					I	C	C	C
Knowledge Transfer/User Training				I				I	R													
Go-Live Readiness				A				I		R									I	I	I	I
Stage 4: Deployment																						
Configure Production Environment			I	I			I	I		C	R										C	C
Plan Cutover Schedule and Communications				R				C		C	C								I	C	C	C
Pre-Launch Testing								I		R	C											
Go-Live + Communication		I	C	R				C		C	C								I	I	I	I
Phase 4: Closeout																						
Completing Transition to Support and CSM		I	I	R, A			I	I	I	I	I	I	I	I			R	R		C	C	C
Delivering Post Go-Live Items				R, A					R	R	R	R		R								
Performing Post Go-Live Issue Resolution				R, A					R	R	R	R		R		R		R				
Conducting Closeout Meeting with Customer				R, A															I	C	C	C
Performing Contract Reconciliation				R, A					I													
Completing Lessons Learned		I	C	R, A	I	C	I	C	C	C	C	C	C	C	I	C	I	I				
Archiving Project Folder				R, A																		
Performing Management Review			C	R, A																		
Closing Project in OpenAir				R, A																		
Completing Project Closeout Checklist				R, A																		

EXHIBIT 6
Service Level Commitments

The following applies to any CLOUD (non-OPS designated) Software Subscriptions on Exhibit 1 as a cloud hosted Solution.

1. **Service Level Commitments**

A. Availability. During any calendar month, the availability of the Solution shall be no less than 99.9%, excluding scheduled maintenance. CentralSquare shall provide Customer with prompt notification as soon as it becomes aware of any actual or potential unscheduled downtime of the Solution, as well as continual periodic updates during the unscheduled downtime regarding CentralSquare's progress in remedying the unavailability and estimated time at which the Solution shall be available.

B. Measurement. Service availability is measured as the total time that the solutions are available during each calendar month for access by Customer ("Service Availability"). Service Availability measurement shall be applied to the production environment only, and the points of measurement for all monitoring shall be the servers and the internet connections at CentralSquare's hosted environment.

C. Calculation. Service availability for a given month shall be calculated using the following calculation:
   I. The total number of minutes which the service was not available in a given month shall be subtracted from the total number of minutes available in the given month. The resulting figure is divided by the total number of minutes available in the given month.
   II. Service availability targets are subject to change due to the variance of the number of days in a month.
   III. The total number of minutes which the service was not available in a given month shall exclude minutes associated with scheduled or emergency maintenance.

D. Remedy. If the service period target measurement is not met, then the customer shall be entitled to a credit calculated as follows:

Service availability	Credit percentage
Less than 99.9% but greater than or equal to 99.0%	5%
Less than 99.0% but greater than or equal to 95.0%	10%
Less than 95%	20%

Service Availability in the relevant Service Period	**Percentage Reduction in Monthly Fee for the Subsequent Service Period**
Less than 99.9% but greater than or equal to 99.0%	5%
Less than 99.0% but greater than or equal to 95.0%	10%
Less than 95%	20%

E. Credit must be requested by the customer within sixty (60) days of the failed target. Any credit awarded shall be applied to the next applicable invoice. Customer shall not be eligible for credits where customer is more than thirty (30) days past due on their account.

2. Exceptions. The Service Level Commitments and availability stated in this Exhibit do not cover services interruptions or performance issues that are caused by factors outside of CentralSquare or it's hosting partner's control. Such factors may include, but are not limited to:

A. Internet Access. Issues relating to Customer's internet access. Any outages, slowdowns, or other problems related to the internet connection are explicitly disclaimed;

B. Customer's Internal Network Issues. Issues originating from Customer's internal network such as network congestion, network equipment failure, or misconfigurations are explicitly disclaimed;

C. Third-Party Acts. Issues caused by the acts or omissions of third-parties, including providers of internet services, or for issues arising from third-party software or hardware that is not provided by CentralSquare is explicitly disclaimed;

D. Gross Negligence or Willful Misconduct. Issues relating to the failure or delay in performance to the extent caused by the acts or omissions of Customer or its agents constituting gross negligence or willful misconduct are explicitly disclaimed; and,

E. Force Majeure. A force majeure event such as natural disasters, acts of God, or any other cause constituting force majeure are explicitly disclaimed.

3. Server Performance & Capacity. The standard provisioning of storage for the cloud solutions is 1 terabyte. If Customer requests to add additional Software, increase storage or processing requirements, and/or request additional environments, these requests will be evaluated and if additional resources are required to support modifications, additional fees may apply at per unit (gigabyte, hour, license, etc).

4. Non-Production Environments. Included in the subscription fee is access to the training environment during the hours of 8:00am – 4:00pm EST, Monday through Friday. Should the Customer require extended access for items such as internal training, CentralSquare can make exceptions provided that Customer provide reasonable advance written notice. CentralSquare will then work with the Customer to enable access in accordance with an agreed upon schedule.