

Salton Community Services District

SPECIAL MEETING *Agenda*

August 30, 2023

Closed Session 12:00 p.m.

Open Session 2:00 p.m.

1209 Van Buren Ave.

Salton City, CA 92275

www.saltoncsd.ca.gov

BOARD OF DIRECTORS:

Michelle Gilmore, President
Michael Friese, Vice President
Manuel Ramos, Director
Lidia A. Sierra, Director
Dale Johnson, Director

STAFF:

Emmanuel Ramos, Interim General
Manager
Thania Garcia, Board Secretary
Christina Sutton, Finance Officer
Oracio Lemus, Leadman
Stephen Prager, Park Supervisor

1. CALL TO ORDER: 12:00 pm

2. ROLL CALL:

3. PUBLIC COMMENTS:

Pursuant to California Government Code Section 54954.3, the public has the right to address the board regarding any closed session items listed on the **closed session agenda** prior to the board adjourning into closed session. Anyone who wishes to address the Board, please come to the microphone. Public comments are limited to (3) minutes for each person.

4. CLOSED SESSION ITEMS:

- A. Notice of Filing of Discrimination Complaint: Civil Rights Department, State of California, Business, Consumer Services and Housing Agency David Dale vs. Salton Community Services District (Ms. Lydia A. Sierra) (Case Number: 202210-18578217; EEOC Number: 37A-2023-01476)
- B. CONFERENCE WITH LEGAL COUNSEL-Existing Litigation Pursuant to Government Code Section 54956.9(d)(1) Roxana Chavez v. Salton Services Community District, et al. Imperial County Superior Court Case No.: ECU002702

C. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
(Paragraph (1) of subdivision (d) of Section 54956.9) Name of case: JALYNDA ELLEN ALEXANDER, Petitioner, vs. SALTON COMMUNITY SERVICES DISTRICT Respondent, Immanuel Ramos; Manuel Henry Ramos Real Parties in Interest. (Imperial County Superior Court Case # ECU003061)

D. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
(Paragraph (1) of subdivision (d) of Section 54956.9) Name of case:
SALTON COMMUNITY SERVICES DISTRICT, a California special district, Plaintiff, vs. MITCHELL EDWARD MANSFIELD, an individual; and DOES 1-50, inclusive (Imperial County Superior Court Case # ECU002875).

E. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: (Interim General Manager)

5. OPEN SESSION: 2:00 pm

6. PLEDGE OF ALLEGIANCE: Michelle Gilmore, President

7. ANNOUNCEMENT OF CLOSED SESSION ACTIONS:

9. PUBLIC COMMENTS:

Pursuant to California Government Code Section 54954.3 members of the public may address the Board at this time on any items of public interest that are within the Board's subject matter jurisdiction. The Ralph M. Brown Act, however, prohibits the Board from taking action on any matter not appearing on the agenda. Those who wish to address the Board should come to the microphone. Members of the public will be given three (3) minutes to address the board on any items of public interest.

10. BOARD MEMBER COMMENTS:

11. CONSENT CALENDAR ITEMS:

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

- A. Approve the Minutes for the Regular Meeting of July 19, 2023.
- B. Approve the Minutes for the Special Meeting of July 27, 2023.
- C. Approve the Minutes for the Special Meeting of August 2, 2023.
- D. Approve demands for the month of July 2023.
- E. Approval of Slovak Baron Empey Murphy & Pinkney LLP, Attorney at Law. Demand in the amount of (\$12,778.00) for July.

12. REPORTS:

- A. Interim General Manager's report
- B. Finance Officer's report
- C. Field Foreman's report
- D. Park Supervisor's report

13. MEMBERS OF THE BOARD REPORTS: STANDING COMMITTEE:

- A. Architectural Committee Report

14. UNFINISHED BUSINESS:

15. NEW BUSINESS:

- A. Discussion re: Behavioral Health MOU with Salton Community Services District
- B. Discussion and Approval of the Proposal for the Desert Shores Community Park for the Soccer Park Project Phase 1.
- C. Discussion and Approval of the amended contract for Phase 1 Desert Shore Park Grass Project.
- D. RESOLUTION NO 2023-08-16-01 A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SALTON COMMUNITY SERVICES DISTRICT ADOPTING A RECORDS RETENTION POLICY.

17. ADJOURNMENT:

Sonia Thania Garcia, Secretary of the Board

Upon written request, this agenda will be made in appropriate alternative format to persons with disabilities as required by Section 202 of the American with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to the Secretary of the Board at least 72 hours before the meeting. Any public record, relating to an open session agenda item, that is distributed within 72 hours prior to the meeting is available for public inspection at 1209 Van Buren St, Suite 1, Salton City, California 92275.

Salton Community Services District

REGULAR MEETING *Minutes*

July 19, 2023

Closed Session 1:00 p.m.

Open Session 2:00 p.m.

1209 Van Buren Ave.

Salton City, CA 92275

www.saltoncsd.ca.gov

BOARD OF DIRECTORS:

Michelle Gilmore, President
Michael Friese, Vice President
Manuel Ramos, Director
Lidia A. Sierra, Director
Dale Johnson, Director

STAFF:

Emmanuel Ramos, Interim General
Manager
Thania Garcia, Board Secretary
Christina Sutton, Finance Officer
Oracio Lemus, Leadman
Stephen Prager, Park Supervisor

1. CALL TO ORDER: 1:00 p.m.

2. ROLL CALL:

Michelle Gilmore Present
Michael Friese Present
Manuel Ramos Present

Lidia A Sierra Present (late)
Dale Johnson Present

3. PUBLIC COMMENTS:

Pursuant to California Government Code Section 54954.3, the public has the right to address the board regarding any closed session items listed on the **closed session agenda** prior to the board adjourning into closed session. Anyone who wishes to address the Board, please come to the microphone. Public comments are limited to (3) minutes each person.

Director Sierra- Good afternoon, everyone. I wanted to know the person that is complaining about Lidia Sierra. In the Close session item.

4. CLOSED SESSION ITEMS:

- A. Notice of Filing of Discrimination Complaint: Civil Rights Department, State of California, Business, Consumer Services and Housing Agency David Dale vs. Salton Community Services District (Ms. Lydia A. Sierra) (Case Number: 202210-18578217; EEOC Number: 37A-2023-01476)

- B. CONFERENCE WITH LEGAL COUNSEL-Existing Litigation Pursuant to Government Code Section 54956.9(d)(1) Roxana Chavez v. Salton Services Community District, et al. Imperial County Superior Court Case No.: ECU002702
- C. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Paragraph (1) of subdivision (d) of Section 54956.9) Name of case: SALTON COMMUNITY SERVICES DISTRICT, a California special district, Plaintiff, vs. MITCHELL EDWARD MANSFIELD, an individual; and DOES 1-50, inclusive (Imperial County Superior Court Case # ECU002875)

5. OPEN SESSION: 2:00pm

6. PLEDGE OF ALLEGIANCE: Michelle Gilmore, President

7. ANNOUNCEMENT OF CLOSED SESSION ACTIONS:

- A. Notice of Filing of Discrimination Complaint: Civil Rights Department, State of California, Business, Consumer Services and Housing Agency David Dale vs. Salton Community Services District (Ms. Lydia A. Sierra) (Case Number: 202210-18578217; EEOC Number: 37A-2023-01476)

NO REPORTABLE ACTION

- B. CONFERENCE WITH LEGAL COUNSEL-Existing Litigation Pursuant to Government Code Section 54956.9(d)(1) Roxana Chavez v. Salton Services Community District, et al. Imperial County Superior Court Case No.: ECU002702

NO REPORTABLE ACTION

- C. SALTON COMMUNITY SERVICES DISTRICT, a California special district, Plaintiff, vs. MITCHELL EDWARD MANSFIELD, an individual; and DOES 1-50, inclusive (Imperial County Superior Court Case # ECU002875)

NO REPORTABLE ACTION

9. PUBLIC COMMENTS:

Pursuant to California Government Code Section 54954.3 members of the public may address the Board at this time on any items of public interest that are within the Board's subject matter jurisdiction. The Ralph M. Brown Act, however, prohibits the Board from taking action on any matter not appearing on the agenda. Those who wish to address the Board should come to the microphone. Members of the public will be given three (3) minutes to address the board on any items of public interest.

NO PUBLIC COMMENTS

10. BOARD MEMBER COMMENTS:

President Gilmore- I wanted to make everybody aware that Imperial County has set up cooling center's hydration centers the one here for Salton City is our Library. For those who don't know where the library is out the entrance and

around the corner that is where our library is library is open Tuesdays and Thursdays 9:00am to 5:30pm and Fridays 10:00am to 4:00pm. There are several cooling stations, but this is the only one for the Salton Sea.

Vice President Friese- No Comment

Director Ramos- No comment

Director Sierra- I am afraid to comment, not at this time

Director Johnson- No comment

11. CONSENT CALENDAR ITEMS:

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

- A. Approve the Minutes for the Regular Meeting of June 17, 2023.
- B. Approve demands for the month of June 2023.
- C. Approval of Slovak Baron Empey Murphy & Pinkney LLP, Attorney at Law. Demand in the amount of (\$8,995.94) for June.

Vice President Friese motioned to approve the consent calendar items.

Director Ramos second the motion.

Roll Call:

Michelle Gilmore Yes

Lidia A Sierra No

Michael Friese Yes

Dale Johnson Yes

Manuel Ramos Yes

Motion Passes 4-1

12. REPORTS:

- A. Interim General Manager's report
Can everybody hear me? Okay, so the request for trees for the TRC Wastewater Treatment Facility has been put on hold. SCSD is in contact with Marco De Anza from Cal-fire. We might have the opportunity to obtain some free trees that it can be it could provide mesquite trees, so we're putting the actual purchase on hold or the approval for purchase. Okay, so the Crystal Lake project has one. One quote from Allen's Construction, we are waiting for another one from A&R Construction, so that that project is also put on hold until we get enough quotes. Petra Geo Science started the building inspection for this building, which will determine the next step to get this building fixed. Lastly, the Hermann Design Group has finished with

a notice that inviting bids or legal counsel has reviewed and approved. Our next step is to have the board review and send it out for Bid one thing that's not on here. Today, I want to recognize Robert Dunning, he has officially retired after 25 years, and the Salton Community Services District wants to issue him a plaque thanking him for his service.

B. Finance Officer's report

All right. So, for to me in the last fiscal 20 to 23 year. So, the total revenue for 2023. Fiscal Year was \$2,614,199.45. Expenses for the whole fiscal year was \$2,000,124 377 or \$378.48. We have a net income for last fiscal year \$489,820.97. We came up with a budget by 32% for the entire fiscal year. For June alone, the revenue is \$14,230.95 expenses for \$254,134.44. Late for the fiscal year, total amount is \$324,659.40. General Fund Reserve amount is 31,092.66. Gentlemen want emergency reserve is \$2,682.40 general funds streetlight is \$16,195.08 sewer maintenance operation reserve is \$140,381.50. Sewer maintenance capital improvement reserved is \$3,799.52 sewer maintenance emergency reserve is \$88,290.31 sewer maintenance construction reserve \$951.05 And as far as much sewer capacity reserve is \$13,456.24. With that being said I just received a phone call this afternoon for the Pun Group and the O'Conner Company and fiscal 21 and fiscal 22 eyes are complete they will be setting those over shortly and 2023 is ready.

C. Field Foreman's report

Well, the crew is continuing to take readings, checking stations, make sure everything is in good condition. Also making sure that the lights are working properly that indicates that there is a problem once again, if you guys see the red lights over by the station don't hesitate to call. Also, we continue on checking and working on the three facility which is TRC, Lansing and Deserts Shores trying to clean aerators opening and closing ponds to direct flow meaning from Lansing to TRC. We also have an approval to have a sample the grab sample that we take to the lab and do it once a month they collect those to take them to the lab. Also, the crew and check for dig alert so people who want to dig to make sure they don't hit our lines. also, some of the crews have continued helping at Desert Shores Park with Mr. Prager the new irrigation and watering of trees with the water truck. One of the things that incident we had is at station two we had what we call a pinch valve that was the rubber inside was worn out as you can see in pictures up there. The pinch valve big handle as one for the pitch it has to be replaced. That inside of it, it's made of rubber, and it had a crack inside and also the one the other side was also replaced. It's been and they're working properly right now It was six years ago, I believe those where installed.

D. Park Supervisor's report

So, the park reports for July 2023. Salton city park is open and being maintained. As of the time of this report. There have been no applications for Park Host in Salton City Park. Checking cameras, there are still after-hours activity at the Salton City Park. Desert shores Park is still closed for tree irrigation project. Work is continuing to be done by but due to lack of manpower, this project is taking more time than expected. The trees are still in good condition despite being planted in the beginning of summer. Hand watering is taking place every other day and will continue until irrigation is all in, backfield, and smoothed out.

13. MEMBERS OF THE BOARD REPORTS: STANDING COMMITTEE:

A. Architectural Committee Report

I do apologize for not inviting him at this time but for sure I will invite him next meeting. But for now, we did receive a few architectural plans. Two have been approved one has been tabled and will be brought back next month. The reason it was tabled it was 8sq. ft. short so the committee will allow a variance. I have been trying to get in contact with the person who is trying to build on the property it's been kind of hard because she does work during the daytime and by the time, I can call her she is getting out of work, and I am also getting out of work. The other two plans that were approved one of them needed to be adjusted because his front setback too far into his property, so he had to push the trailer 4 feet towards the front to meet the 35 feet setback which is a maximum. He was present in the meeting he was able to make those changes so that was approved and provided him his paperwork. The other persons plan that was approved I tried contacting him and no answer.

14. UNFINISHED BUSINESS:

- A. Michelle Gilmore to nominate a new member to the Architectural Committee. *President Gilmore Nominated Cody Magee to be seated in the Architectural Committee. Director Ramos motion to seat Cody Magee in the Architectural Committee. Vice President Friese second the motion.*

ROLL CALL:

Michelle Gilmore Yes

Lidia A Sierra Yes

Michael Friese Yes

Dale Johnson Yes

Manuel Ramos Yes

Motion Passes 5-0

15. NEW BUSINESS:

- A. Discussion and Approval for the Notice Inviting Bids Packet for the Desert Shore Project.

Director Ramos Motioned to approve The Notice Inviting Bids Packet for the Desert Shores Project. Vice President Friese seconds the motion.

ROLL CALL:

Michelle Gilmore Yes

Lidia A Sierra No

Michael Friese Yes

Dale Johnson No

Manuel Ramos Yes

Motion Passes 3-2

Director Sierra- I have a question with all due respect, I have a question for the Manager. So, I just want to know on number 4 Hermann Group Design, right? We are going to start the bidding process I would like to know if we have an approximate date. Where the bidding process will appear on the newspaper.

Emmanuel Ramos- As soon as it gets approved, we will start calling the newspaper Imperial Valley Press and the Riverside County. As soon as we get those answers and approval we will go from there. So, probably somewhere next week.

- B. **RESOLUTION NO. 2023-07-19-01** THE SECOND RESOLUTION OF THE BOARD OF DIRECTORS OF THE SALTON COMMUNITY SERVICES DISTRICT CENSURING DIRECTOR LIDIA A. SIERRA FOR DEROGATORY COMMENTS TO DISTRICT EMPLOYEES.

Director Ramos motioned to Approve RESOLUTION NO. 2023-07-19-01 THE SECOND RESOLUTION OF THE BOARD OF DIRECTORS OF THE SALTON COMMUNITY SERVICES DISTRICT CENSURING DIRECTOR LIDIA A. SIERRA FOR DEROGATORY COMMENTS TO DISTRICT EMPLOYEES. Director Johnson second the motion.

ROLL CALL:

Michelle Gilmore Yes

Lidia A Sierra Abstain

Michael Friese Yes

Dale Johnson Yes

Manuel Ramos Yes

Motion Passes 4-1

16. PUBLIC HEARING

- A. **DISCUSSION AND APPROVAL RESOLUTION NO. 2023-07-19-02**
OF THE BOARD OF DIRECTORS OF THE SALTON COMMUNITY
SERVICES DISTRICT ESTABLISHING RATES FOR WASTEWATER
SERVICE FEE.
- B. CEQA Determination: The adoption for sewer rates is statutorily exempt
from the California Environmental Quality Act (“CEQA”). Public Resources
Code Section 21080(b)(8) and State CEQA Guidelines Section 15273(a).
Director Ramos motion to approve RESOLUTION NO. 2023-07-19-02
OF THE BOARD OF DIRECTORS OF THE SALTON COMMUNITY
SERVICES DISTRICT ESTABLISHING RATES FOR
WASTEWATER SERVICE FEE. Director Johnson second the motion.

ROLL CALL:

Michelle Gilmore Yes

Lidia A Sierra No

Michael Friese Yes

Dale Johnson No

Manuel Ramos Yes

Motion Passes 3-2

- C. **DISCUSSION AND APPROVAL RESOLUTION NO. 2023-07-19-03**
RESOLUTION OF THE BOARD OF DIRECTORS OF THE SALTON
COMMUNITY SERVICES DISTRICT ADOPTING THE REPORT OF
THE ANNUAL SEWER USER FEE AND DIRECTING THE
SECRETARY OF THE DISTRICT TO FILE SAID REPORT WITH THE
IMPERIAL COUNTY AUDITOR AND REQUEST THE AUDITOR
PLACE THE FISCAL YEAR 2023-2024 SEWER USER FEES ON THE
TAX ROLL.

Vice President Friese motion to approve RESOLUTION NO. 2023-07-19-03 RESOLUTION OF THE BOARD OF DIRECTORS OF THE SALTON COMMUNITY SERVICES DISTRICT ADOPTING THE REPORT OF THE ANNUAL SEWER USER FEE AND DIRECTING THE SECRETARY OF THE DISTRICT TO FILE SAID REPORT WITH THE IMPERIAL COUNTY AUDITOR AND REQUEST THE AUDITOR PLACE THE FISCAL YEAR 2023-2024 SEWER USER FEES ON THE TAX ROLL. Director Ramos second the motion.

Roll Call:

Michelle Gilmore Yes

Lidia A Sierra No

Michael Friese Yes

Dale Johnson No

Manuel Ramos Yes

Motion Passes 3-2

D. DISCUSSION AND APPROVAL RESOLUTION NO. 2023-07-19-04
OF THE BOARD OF DIRECTORS OF THE SALTON COMMUNITY SERVICES DISTRICT ADOPTING THE REPORT OF THE ANNUAL SEWER STANDBY CHARGE AND DIRECTING THE SECRETARY OF THE DISTRICT TO FILE SAID REPORT WITH THE IMPERIAL COUNTY AUDITOR AND REQUEST THE AUDITOR PLACE THE FISCAL YEAR 2023-2024 SEWER STANDBY CHARGE ON THE TAX ROLL.

Director Johnson motion to Approve RESOLUTION NO. 2023-07-19-04 OF THE BOARD OF DIRECTORS OF THE SALTON COMMUNITY SERVICES DISTRICT ADOPTING THE REPORT OF THE ANNUAL SEWER STANDBY CHARGE AND DIRECTING THE SECRETARY OF THE DISTRICT TO FILE SAID REPORT WITH THE IMPERIAL COUNTY AUDITOR AND REQUEST THE AUDITOR PLACE THE FISCAL YEAR 2023-2024 SEWER STANDBY CHARGE ON THE TAX ROLL.

Roll Call:

Michelle Gilmore Yes

Lidia A Sierra No

Michael Friese Yes

Dale Johnson No

Manuel Ramos Yes

Motion Passes 3-2

E. DISCUSSION AND APPROVAL RESOLUTION NO. 2023-07-19-05
RESOLUTION OF THE BOARD OF DIRECTORS OF THE SALTON COMMUNITY SERVICES DISTRICT ADOPTING THE REPORT OF THE ANNUAL SEWER MAINTENANCE STANDBY CHARGE AND DIRECTING THE SECRETARY OF THE DISTRICT TO FILE SAID REPORT WITH THE IMPERIAL COUNTY AUDITOR AND REQUEST THE AUDITOR PLACE THE FISCAL YEAR 2023-2024 SEWER MAINTENANCE STANDBY CHARGE ON THE TAX ROLL.

Director Johnson motion to Approve RESOLUTION NO. 2023-07-19-05 RESOLUTION OF THE BOARD OF DIRECTORS OF THE SALTON COMMUNITY SERVICES DISTRICT ADOPTING THE REPORT OF THE ANNUAL SEWER MAINTENANCE STANDBY CHARGE AND DIRECTING THE SECRETARY OF THE DISTRICT TO FILE SAID REPORT WITH THE IMPERIAL COUNTY AUDITOR AND REQUEST THE AUDITOR PLACE THE FISCAL YEAR 2023-2024 SEWER MAINTENANCE STANDBY CHARGE ON THE TAX ROLL. Vice President Friese second the motion.

Roll Call:

Michelle Gilmore Yes
Michael Friese Yes
Manuel Ramos Yes

Lidia A Sierra No
Dale Johnson No

Motion Passes 3-2

For Public Hearing Comments Please Refer to the Recording.

17. ADJOURNMENT:

Michelle Gilmore, President of the Board

Sonia Thania Garcia, Secretary of the Board

Upon written request, this agenda will be made in appropriate alternative format to persons with disabilities as required by Section 202 of the American with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to the Secretary of the Board at least 72 hours before the meeting. Any public record, relating to an open session agenda item, that is distributed within 72 hours prior to the meeting is available for public inspection at 1209 Van Buren St, Suite 1, Salton City, California 92275.

Salton Community Services District

SPECIAL MEETING Minutes

July 27, 2023

Closed Session 2:00 p.m.

Open Session 3:00 p.m.

1209 Van Buren Ave.

Salton City, CA 92275

www.saltoncsd.ca.gov

BOARD OF DIRECTORS:

Michelle Gilmore, President
Michael Friese, Vice President
Manuel Ramos, Director
Lidia A. Sierra, Director
Dale Johnson, Director

STAFF:

Emmanuel Ramos, Interim General
Manager
Thania Garcia, Board Secretary
Christina Sutton, Finance Officer
Oracio Lemus, Leadman
Stephen Prager, Park Supervisor

1. CALL TO ORDER: 2:00 p.m.

2. ROLL CALL:

Michelle Gilmore Present
Michael Friese Present
Manuel Ramos Present

Lidia A. Sierra Absent (Present)
Dale Johnson Absent

3. PUBLIC COMMENTS:

Pursuant to California Government Code Section 54954.3, the public has the right to address the board regarding any closed session items listed on the **closed session agenda** prior to the board adjourning into closed session. Anyone who wishes to address the Board, please come to the microphone. Public comments are limited to (3) minutes each person.

No Public Comments

4. CLOSED SESSION ITEMS:

- A. Notice of Filing of Discrimination Complaint: Civil Rights Department, State of California, Business, Consumer Services and Housing Agency David Dale vs. Salton Community Services District (Ms. Lydia A. Sierra) (Case Number: 202210-18578217; EEOC Number: 37A-2023-01476)
No Reportable Action

B. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
(Paragraph (1) of subdivision (d) of Section 54956.9) Name of case:
SALTON COMMUNITY SERVICES DISTRICT, a California special district,
Plaintiff, vs. MITCHELL EDWARD MANSFIELD, an individual; and DOES 1-
50, inclusive (Imperial County Superior Court Case # ECU002875).
No Reportable Action

C. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d)
of Section 54956.9: (one case)
No Reportable Action

5. **OPEN SESSION: 3:00pm**

6. **PLEDGE OF ALLEGIANCE:** Michelle Gilmore, President

7. **ANNOUNCEMENT OF CLOSED SESSION ACTIONS:**

8. **PUBLIC COMMENTS:**

Pursuant to California Government Code Section 54954.3 members of the public may address the Board at this time on any items of public interest that are within the Board's subject matter jurisdiction. The Ralph M. Brown Act, however, prohibits the Board from taking action on any matter not appearing on the agenda. Those who wish to address the Board should come to the microphone. Members of the public will be given three (3) minutes to address the board on any items of public interest.

No Public Comments

9. **BOARD MEMBER COMMENTS:**

President Gilmore- No Comments

Vice President Friese- Your Showing Lidia Sierra as being here now, right?

"Present" on the agenda?

Director Ramos- No Comments

Director Sierra- No Comments

10. NEW BUSINESS:

- A. **RESOLUTION NO. 2023-07-26-01** RESOLUTION OF THE BOARD OF DIRECTORS OF THE SALTON COMMUNITY SERVICES DISTRICT DECLARING ITS INTENT REGARDING RESOLUTION NO. 2023-07-19-02, 2023-07-19-03, 2023-07-19-04 AND 2023-07-19-05. *Vice President Friese motion to approve RESOLUTION NO. 2023-07-26-01 RESOLUTION OF THE BOARD OF DIRECTORS OF THE SALTON COMMUNITY SERVICES DISTRICT Memorializing the intent of the Board to adjust the sewer fees, place sewer and user fees standby fees and sewer maintenance standby fees on the tax roll. Also, to include the amendments suggested by Director Friese and Director Sierra and waive the read. Director Ramos Second the motion.*

Roll Call:

President Gilmore Yes

Director Sierra No

Vice President Friese Yes

Director Johnson Absent

Director Ramos Yes

Motion Passes 3-1

11. ADJOURNMENT:

Director Ramos motion to adjourn the meeting at 3:50 pm. Vice President Friese second the motion. Unanimously

Michelle Gilmore, President of the Board

Sonia Thania Garcia, Secretary of the Board

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**Salton Community Services District
SPECIAL MEETING **Minutes****

August 2, 2023

Closed Session 1:00 p.m.

Open Session 2:00 p.m.

1209 Van Buren Ave.

Salton City, CA 92275

www.saltoncsd.ca.gov

BOARD OF DIRECTORS:

Michelle Gilmore, President
Michael Friese, Vice President
Manuel Ramos, Director
Lidia A. Sierra, Director
Dale Johnson, Director

STAFF:

Emmanuel Ramos, Interim General Manager
Thania Garcia, Board Secretary
Christina Sutton, Finance Officer

1. CALL TO ORDER: 1:00 p.m.

2. ROLL CALL:

Michelle Gilmore Present
Michael Friese Present
Director Ramos Present

Lidia A. Sierra Absent
Dale Johnson Absent

3. PUBLIC COMMENTS:

Pursuant to California Government Code Section 54954.3, the public has the right to address the board regarding any closed session items listed on the closed session agenda prior to the board adjourning into closed session. Anyone who wishes to address the Board, please come to the microphone. Public comments are limited to (3) minutes each person.

John Connelly- Why are we having this meeting?

4. CLOSED SESSION ITEMS:

- A. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION –
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: (One potential case)

5. OPEN SESSION: 2:00pm

6. PLEDGE OF ALLEGIANCE: Michelle Gilmore, President

7. ANNOUNCEMENT OF CLOSED SESSION ACTIONS:

A. **CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION** – *Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: (One potential case)*
No Reportable Action.

8. PUBLIC COMMENTS:

Pursuant to California Government Code Section 54954.3 members of the public may address the Board at this time on any items of public interest that are within the Board's subject matter jurisdiction. The Ralph M. Brown Act, however, prohibits the Board from taking action on any matter not appearing on the agenda. Those who wish to address the Board should come to the microphone. Members of the public will be given three (3) minutes to address the board on any items of public interest.

John Connelly- So we had this meeting, and nothing happened? We had a meeting effectively as far as the public is known. Nothing happened that what we are told no reportable action which means to action. It's just, it doesn't make any difference when the meeting are I have been to meetings at 7 o'clock 10 in the clock in the morning and 2 o'clock in the afternoon. They don't come unless it affects their budget their money. They don't come almost for anything else you talk about trash pick in Burrtec and its going to be on your tax rolls you talk about the sewer they will come. You talk about something else they don't come.

9. BOARD MEMBER COMMENTS:

President Gilmore- No Comments
Vice President Friese- No Comments
Director Ramos- No Comments

10. UNFINISHED BUSINESS:

11. NEW BUSINESS:

12. ADJOURNMENT:

Director Ramos Motion to Adjourn the meeting at 2:15pm. Vice President Friese seconds the motion. Unanimously.

Michelle Gilmore, President of the Board

Sonia Thania Garcia, Secretary of the Board

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Salton Community Services District

Transaction Report

July 2023

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT	BALANCE
4-100 Tax Correction / Reimburements								
07/26/2023	Check	0565	Christopher Larsen	Vacant Lot charged user fee APN: 017-511-002-000	4-100 Tax Correction / Reimburements	1-1212 Cash in Banks:Sewer Maintenance	1,922.22	1,922.22
Total for 4-100 Tax Correction / Reimburements							\$1,922.22	
6-1103 Director Compensation - GF								
07/25/2023	Journal Entry	TPG072323		Payroll accrual 7/23/23	6-1103 Director Compensation - GF	-Split-	500.00	500.00
07/31/2023	Journal Entry	TPG073023		Payroll accrual 7/30/23	6-1103 Director Compensation - GF	-Split-	400.00	900.00
Total for 6-1103 Director Compensation - GF							\$900.00	
6-1300 Supplies Expense - GF								
07/24/2023	Bill		Staples Credit Plan	PO Books for District Office	6-1300 Supplies Expense - GF	2-2202 Accounts Payable:Accounts Payable - SM	51.31	51.31
07/30/2023	Bill		Home Depot	Cleaning Supplies for District Office	6-1300 Supplies Expense - GF	2-2202 Accounts Payable:Accounts Payable - SM	31.05	82.36
Total for 6-1300 Supplies Expense - GF							\$82.36	
6-1501 GF Auditing Expense								
07/31/2023	Bill	0723-38	O'Connor & Company	Auditing Service Through 07/31/2023	6-1501 GF Auditing Expense	2-2202 Accounts Payable:Accounts Payable - SM	850.00	850.00
07/31/2023	Bill	0723-39	O'Connor & Company	Auditing Service Through 07/31/2023	6-1501 GF Auditing Expense	2-2202 Accounts Payable:Accounts Payable - SM	400.00	1,250.00
Total for 6-1501 GF Auditing Expense							\$1,250.00	
6-1802 Admin Fees Due to SM - GF								
07/05/2023	Journal Entry	CS070623		Pay Period: 06/26/2023 to: 07/02/2023	6-1802 Admin Fees Due to SM - GF	-Split-	1,043.19	1,043.19
07/11/2023	Journal Entry	CS071123		FY 23-24 to date 10% Wages	6-1802 Admin Fees Due to SM - GF	-Split-	-2,710.34	-1,667.15
07/12/2023	Journal Entry	CS071323		Pay Period: 07/03/2023 to: 07/09/2023	6-1802 Admin Fees Due to SM - GF	-Split-	1,667.15	0.00
07/18/2023	Journal Entry	CS071823		FY 23-24 to date 10% Wages	6-1802 Admin Fees Due to SM - GF	-Split-	-1,027.80	-1,027.80
07/19/2023	Journal Entry	CS072023		Pay Period: 07/10/2023 to: 07/16/2023	6-1802 Admin Fees Due to SM - GF	-Split-	1,027.80	0.00
07/26/2023	Journal Entry	CS072723		Pay Period: 07/17/2023 to: 07/23/2023	6-1802 Admin Fees Due to SM - GF	-Split-	1,042.59	1,042.59
07/27/2023	Journal Entry	CS0727/2023		FY 23-24 to date 10% Wages	6-1802 Admin Fees Due to SM - GF	-Split-	-1,042.59	0.00
07/28/2023	Journal Entry	CS0728/23		7% Admin Fee From Imperial County GF Check	6-1802 Admin Fees Due to SM - GF	-Split-	70.81	70.81
Total for 6-1802 Admin Fees Due to SM - GF							\$70.81	
6-2003 Street Light Expense - ND								
07/07/2023	Bill		IID	SC Street Lights Electrical Service Expense 06/06/2023-07/05/2023 Account# 50007900	6-2003 Street Light Expense - ND	2-2202 Accounts Payable:Accounts Payable - SM	2,315.53	2,315.53
Total for 6-2003 Street Light Expense - ND							\$2,315.53	
6-2005 Insurance Premiums Expense - ND								
07/01/2023	Bill	74030	Special District Risk Management Auth.	FY 2023-2024 PL Insurance	6-2005 Insurance Premiums Expense - ND	2-2202 Accounts Payable:Accounts Payable - SM	6,419.55	6,419.55
Total for 6-2005 Insurance Premiums Expense - ND							\$6,419.55	
6-2301 District Legal Expense - ND								
07/05/2023	Bill	80513	Slovak Baron Empey Murphy & Pinkney	Legal Services Through 06/30/2023	6-2301 District Legal Expense - ND	2-2202 Accounts Payable:Accounts Payable - SM	1,122.50	1,122.50
07/05/2023	Bill	80512	Slovak Baron Empey Murphy & Pinkney	Legal Services Through 06/30/2023	6-2301 District Legal Expense - ND	2-2202 Accounts Payable:Accounts Payable - SM	3,375.47	4,497.97
Total for 6-2301 District Legal Expense - ND							\$4,497.97	
6-3150 PW uniforms expense								
07/11/2023	Check	0374	Stephen R Prager	Annual Uniform Allowance FY 23-24	6-3150 PW uniforms expense	1-1211 Cash in Banks:General Fund	150.00	150.00
Total for 6-3150 PW uniforms expense							\$150.00	
6-3201 GF telephone expense								
07/28/2023	Bill	275162	Cytracom	District Office Monthly Phone Service Bill	6-3201 GF telephone expense	2-2202 Accounts Payable:Accounts Payable - SM	12.41	12.41
Total for 6-3201 GF telephone expense							\$12.41	
6-3202 FD water service expense								
07/05/2023	Bill		CVWD	Fire Department House Water Service Account# 645615-117834	6-3202 FD water service expense	2-2202 Accounts Payable:Accounts Payable - SM	39.83	39.83
07/26/2023	Bill		CVWD	Fire Department House Water Service Account# 645615-117834	6-3202 FD water service expense	2-2202 Accounts Payable:Accounts Payable - SM	65.55	105.38
Total for 6-3202 FD water service expense							\$105.38	
6-3203 FD electric service expense								
07/05/2023	Bill		IID	Fire Department House Electrical Service 06/02/2023-06/30/2023 Account# 50696333	6-3203 FD electric service expense	2-2202 Accounts Payable:Accounts Payable - SM	383.86	383.86
Total for 6-3203 FD electric service expense							\$383.86	
6-3207 GF technical expense								

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07/01/2023	Bill	3033- 07012023-13	Interconnect Networks	Tech Support Monthly Bill/Expenses	6-3207 GF technical expense	2-2202 Accounts Payable:Accounts Payable - SM	97.88	97.88
Total for 6-3207 GF technical expense							\$97.88	
6-4101 PW Wages Expense								
07/05/2023	Journal Entry	TPG070523		Payroll accrual 7/2/23	6-4101 PW Wages Expense	-Split-	1,198.40	1,198.40
07/20/2023	Journal Entry	TPG071623		Payroll accrual 7/16/23	6-4101 PW Wages Expense	-Split-	1,198.40	2,396.80
07/25/2023	Journal Entry	TPG072323		Payroll accrual 7/23/23	6-4101 PW Wages Expense	-Split-	1,198.40	3,595.20
07/31/2023	Journal Entry	TPG073023		Payroll accrual 7/30/23	6-4101 PW Wages Expense	-Split-	1,198.40	4,793.60
Total for 6-4101 PW Wages Expense							\$4,793.60	
6-4105 PW retirees health benefits exp								
07/01/2023	Check	0367	Fair, Clarence R.	Retiree Health Benefit for the Month of August 2023	6-4105 PW retirees health benefits exp	1-1211 Cash in Banks:General Fund	374.76	374.76
Total for 6-4105 PW retirees health benefits exp							\$374.76	
6-4111 PW workers' comp (7580) expense								
07/01/2023	Bill	73591	Special District Risk Management Auth.	FY 2023-2024 WC Coverage	6-4111 PW workers' comp (7580) expense	2-2202 Accounts Payable:Accounts Payable - SM	28,979.31	28,979.31
Total for 6-4111 PW workers' comp (7580) expense							\$28,979.31	
6-4710 PW vehicle maintenance expense								
07/10/2023	Bill		Napa Auto Parts	Antifreeze for Unit #7	6-4710 PW vehicle maintenance expense	2-2202 Accounts Payable:Accounts Payable - SM	24.77	24.77
Total for 6-4710 PW vehicle maintenance expense							\$24.77	
6-4720 PW fuel and oil expense								
07/15/2023	Bill	0742789	SC Fuels	Fuel Card Expense-GF	6-4720 PW fuel and oil expense	2-2202 Accounts Payable:Accounts Payable - SM	80.73	80.73
07/31/2023	Bill	0750550	SC Fuels	Fuel Card Expense-GF	6-4720 PW fuel and oil expense	2-2202 Accounts Payable:Accounts Payable - SM	155.27	236.00
Total for 6-4720 PW fuel and oil expense							\$236.00	
6-5102 SC Park water service expense								
07/01/2023	Bill		CVWD	SC Park Water Service Account# 106457-145806	6-5102 SC Park water service expense	2-2202 Accounts Payable:Accounts Payable - SM	66.91	66.91
07/26/2023	Bill		CVWD	SC Park Water Service Account# 106457-145806	6-5102 SC Park water service expense	2-2202 Accounts Payable:Accounts Payable - SM	61.19	128.10
Total for 6-5102 SC Park water service expense							\$128.10	
6-5103 SC Park electric service exp								
07/05/2023	Bill		IID	Electrical Expense 06/02/2023-06/30/2023 Account# 50007986	6-5103 SC Park electric service exp	2-2202 Accounts Payable:Accounts Payable - SM	75.62	75.62
Total for 6-5103 SC Park electric service exp							\$75.62	
6-5105 SC Park supplies expense								
07/05/2023	Bill		Home Depot	Cleaning & Paper Products	6-5105 SC Park supplies expense	2-2202 Accounts Payable:Accounts Payable - SM	41.55	41.55
07/30/2023	Bill		Home Depot	Cleaning Supplies for SC Park	6-5105 SC Park supplies expense	2-2202 Accounts Payable:Accounts Payable - SM	16.29	57.84
Total for 6-5105 SC Park supplies expense							\$57.84	
6-5302 DS Park water service expense								
07/05/2023	Bill		CVWD	DS Park Water Service Expense Account# 100569-101606	6-5302 DS Park water service expense	2-2202 Accounts Payable:Accounts Payable - SM	48.58	48.58
07/26/2023	Bill		CVWD	DS Park Water Service Expense Account# 100569-101606	6-5302 DS Park water service expense	2-2202 Accounts Payable:Accounts Payable - SM	51.81	100.39
Total for 6-5302 DS Park water service expense							\$100.39	
6-5303 DS Park electric service exp								
07/05/2023	Bill		IID	Desert Shores Park Electrical Expense 06/02/2023-06/30/2023 Account# 50356177	6-5303 DS Park electric service exp	2-2202 Accounts Payable:Accounts Payable - SM	194.40	194.40
Total for 6-5303 DS Park electric service exp							\$194.40	
6-5305 DS Park supplies expense								
07/05/2023	Bill		Home Depot	Cleaning & Paper Products	6-5305 DS Park supplies expense	2-2202 Accounts Payable:Accounts Payable - SM	41.55	41.55
Total for 6-5305 DS Park supplies expense							\$41.55	
6-5307 DS Park improvement expense								
07/05/2023	Bill		Home Depot	Additional Irrigation Material for DS Park Tree Project	6-5308 DS Park improvement expense:DS Park Tree Irrigation Expense	2-2202 Accounts Payable:Accounts Payable - SM	392.70	392.70

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07/05/2023	Bill		Home Depot	Irrigation Material for DS Park Tree Project	6-5308 DS Park improvement expense:DS Park Tree Irrigation Expense	2-2202 Accounts Payable:Accounts Payable - SM	5,426.60	5,819.30
07/05/2023	Bill		Home Depot	Irrigation Material for DS Park Tree Project	6-5308 DS Park improvement expense:DS Park Tree Irrigation Expense	2-2202 Accounts Payable:Accounts Payable - SM	74.66	5,893.96
07/05/2023	Bill		Home Depot	Irrigation Time Clock & Valves for DS Park Tree Project	6-5308 DS Park improvement expense:DS Park Tree Irrigation Expense	2-2202 Accounts Payable:Accounts Payable - SM	206.59	6,100.55
07/06/2023	Bill		Imperial Sprinkler Supply	Irrigation Material for DS Park Trees	6-5308 DS Park improvement expense:DS Park Tree Irrigation Expense	2-2202 Accounts Payable:Accounts Payable - SM	18.25	6,118.80
07/06/2023	Bill		Imperial Sprinkler Supply	Irrigation Material for DS Park Trees	6-5308 DS Park improvement expense:DS Park Tree Irrigation Expense	2-2202 Accounts Payable:Accounts Payable - SM	146.11	6,264.91
07/11/2023	Bill		Imperial Sprinkler Supply	Irrigation Material for DS Park	6-5308 DS Park improvement expense:DS Park Tree Irrigation Expense	2-2202 Accounts Payable:Accounts Payable - SM	670.12	6,935.03
07/25/2023	Bill		Imperial Sprinkler Supply	irrigation Parts for DS Park Tree Project	6-5308 DS Park improvement expense:DS Park Tree Irrigation Expense	2-2202 Accounts Payable:Accounts Payable - SM	337.41	7,272.44
Total for 6-5308 DS Park Tree Irrigation Expense							\$7,272.44	
6-5310 DS Park Grant-Soccer Field								
6-5312 Engineering Services								
07/25/2023	Bill	23072501	Hermann Design Group, Inc.	Professional Services Desert Shores Soccer Park HDG Job: 23013.00 Work Performed through July 21, 2023	6-5312 DS Park improvement expense:DS Park Grant-Soccer Field:Engineering Services	2-2202 Accounts Payable:Accounts Payable - SM	5,704.78	5,704.78
07/25/2023	Bill		Hermann Design Group, Inc.	Reimbursement to HDG for comprehensive soil package micronutrients for DS Soccer Park Project 23013.00	6-5312 DS Park improvement expense:DS Park Grant-Soccer Field:Engineering Services	2-2202 Accounts Payable:Accounts Payable - SM	208.50	5,913.28
Total for 6-5312 Engineering Services							\$5,913.28	
Total for 6-5310 DS Park Grant-Soccer Field							\$5,913.28	
Total for 6-5307 DS Park improvement expense							\$13,185.72	
6-5403 Office Electrical Expense								
07/05/2023	Bill		IID	Electrical Service Expense suite 1,2, 4, 5 06/02/2023-06/30/2023 Account# 50638778 Suite 2 Account# 50638757 Suite 4 Account# 50782673 Suite 3 Account# 50638777 Suite 1	6-5403 Office Electrical Expense	2-2202 Accounts Payable:Accounts Payable - SM	1,283.59	1,283.59
Total for 6-5403 Office Electrical Expense							\$1,283.59	
6-5503 Other Electrical Expense								
07/05/2023	Bill		IID	Duplex Electrical Expense 06/02/2023-06/30/2023 Account# 50778496	6-5503 Other Electrical Expense	2-2202 Accounts Payable:Accounts Payable - SM	132.17	132.17
07/05/2023	Bill		IID	SC Entrance Lights Electrical Service Expense 06/02/2023-06/30/2023 Account# 50053794	6-5503 Other Electrical Expense	2-2202 Accounts Payable:Accounts Payable - SM	12.34	144.51
07/05/2023	Bill		IID	DS Drive Entrance Lights 06/02/2023-06/30/2023 Account# 50039659	6-5503 Other Electrical Expense	2-2202 Accounts Payable:Accounts Payable - SM	12.34	156.85
Total for 6-5503 Other Electrical Expense							\$156.85	
6-6101 SM maint. crew wages expense								
07/05/2023	Journal Entry	TPG070523		Payroll accrual 7/2/23	6-6101 SM maint. crew wages expense	-Split-	8,313.16	8,313.16
07/13/2023	Journal Entry	TPG071323		Payroll Accrual 7/9/23	6-6101 SM maint. crew wages expense	-Split-	18,525.65	26,838.81
07/20/2023	Journal Entry	TPG071623		Payroll accrual 7/16/23	6-6101 SM maint. crew wages expense	-Split-	7,791.51	34,630.32
07/25/2023	Journal Entry	TPG072323		Payroll accrual 7/23/23	6-6101 SM maint. crew wages expense	-Split-	7,428.52	42,058.84
07/31/2023	Journal Entry	TPG073023		Payroll accrual 7/30/23	6-6101 SM maint. crew wages expense	-Split-	6,627.88	48,686.72
Total for 6-6101 SM maint. crew wages expense							\$48,686.72	
6-6102 SM employer expense								
07/05/2023	Journal Entry	TPG070523		Payroll accrual 7/2/23	6-6102 SM employer expense	-Split-	1,076.10	1,076.10
07/13/2023	Journal Entry	TPG071323		Payroll Accrual 7/9/23	6-6102 SM employer expense	-Split-	1,871.12	2,947.22
07/20/2023	Journal Entry	TPG071623		Payroll accrual 7/16/23	6-6102 SM employer expense	-Split-	1,036.20	3,983.42
07/25/2023	Journal Entry	TPG072323		Payroll accrual 7/23/23	6-6102 SM employer expense	-Split-	1,096.05	5,079.47
07/31/2023	Journal Entry	TPG073023		Payroll accrual 7/30/23	6-6102 SM employer expense	-Split-	1,014.36	6,093.83
Total for 6-6102 SM employer expense							\$6,093.83	
6-6103 SM workers comp. (7580)								
07/01/2023	Bill	73591	Special District Risk Management Auth.	FY 2023-2024 WC Coverage	6-6103 SM workers comp. (7580)	2-2202 Accounts Payable:Accounts Payable - SM	28,979.31	28,979.31
Total for 6-6103 SM workers comp. (7580)							\$28,979.31	
6-6104 SM health benefits expense								
07/01/2023	Bill		Laborers Health & Welfare Trust So. CA	June Health Insurance	6-6104 SM health benefits expense	2-2202 Accounts Payable:Accounts Payable - SM	9,795.14	9,795.14
Total for 6-6104 SM health benefits expense							\$9,795.14	
6-6105 Sm retiree health benefits exp								

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07/01/2023	Check	0534	Reagles, Rosa Mesoraca	Retiree Health Benefit for the Month of August 2023	6-6105 Sm retiree health benefits exp	1-1212 Cash in Banks:Sewer Maintenance	459.60	459.60
07/01/2023	Check	0531	Thompson, Janice	Retiree Health Benefit for the Month of August 2023	6-6105 Sm retiree health benefits exp	1-1212 Cash in Banks:Sewer Maintenance	209.41	669.01
07/01/2023	Check	0532	Fair, Gloria L.	Retiree Health Benefit for the Month of August 2023	6-6105 Sm retiree health benefits exp	1-1212 Cash in Banks:Sewer Maintenance	350.08	1,019.09
07/01/2023	Check	0533	Freeman, Mr. Blake	Retiree Health Benefit for the Month of August 2023	6-6105 Sm retiree health benefits exp	1-1212 Cash in Banks:Sewer Maintenance	375.00	1,394.09
07/17/2023	Check	0555	Robert Dunning	Retiree Health Benefit for the Month of August 2023	6-6105 Sm retiree health benefits exp	1-1212 Cash in Banks:Sewer Maintenance	500.00	1,894.09
Total for 6-6105 Sm retiree health benefits exp							\$1,894.09	
6-6109 SM clerical office wages exp								
07/05/2023	Journal Entry	TPG070523		Payroll accrual 7/2/23	6-6109 SM clerical office wages exp	-Split-	2,439.60	2,439.60
07/13/2023	Journal Entry	TPG071323		Payroll Accrual 7/9/23	6-6109 SM clerical office wages exp	-Split-	2,439.60	4,879.20
07/20/2023	Journal Entry	TPG071623		Payroll accrual 7/16/23	6-6109 SM clerical office wages exp	-Split-	2,439.60	7,318.80
07/25/2023	Journal Entry	TPG072323		Payroll accrual 7/23/23	6-6109 SM clerical office wages exp	-Split-	2,679.55	9,998.35
07/31/2023	Journal Entry	TPG073023		Payroll accrual 7/30/23	6-6109 SM clerical office wages exp	-Split-	2,593.68	12,592.03
Total for 6-6109 SM clerical office wages exp							\$12,592.03	
6-6110 SM administration. (GM) wages								
07/05/2023	Journal Entry	TPG070523		Payroll accrual 7/2/23	6-6110 SM administration. (GM) wages	-Split-	2,115.39	2,115.39
07/13/2023	Journal Entry	TPG071323		Payroll Accrual 7/9/23	6-6110 SM administration. (GM) wages	-Split-	2,115.39	4,230.78
07/20/2023	Journal Entry	TPG071623		Payroll accrual 7/16/23	6-6110 SM administration. (GM) wages	-Split-	2,115.39	6,346.17
07/25/2023	Journal Entry	TPG072323		Payroll accrual 7/23/23	6-6110 SM administration. (GM) wages	-Split-	2,115.39	8,461.56
07/31/2023	Journal Entry	TPG073023		Payroll accrual 7/30/23	6-6110 SM administration. (GM) wages	-Split-	2,115.39	10,576.95
Total for 6-6110 SM administration. (GM) wages							\$10,576.95	
6-6111 SM GM w/c exp. (8740)								
07/01/2023	Bill	73591	Special District Risk Management Auth.	FY 2023-2024 WC Coverage	6-6111 SM GM w/c exp. (8740)	2-2202 Accounts Payable:Accounts Payable - SM	2,130.00	2,130.00
Total for 6-6111 SM GM w/c exp. (8740)							\$2,130.00	
6-6112 SM clerical w/c exp. (8810)								
07/01/2023	Bill	73591	Special District Risk Management Auth.	FY 2023-2024 WC Coverage	6-6112 SM clerical w/c exp. (8810)	2-2202 Accounts Payable:Accounts Payable - SM	879.67	879.67
Total for 6-6112 SM clerical w/c exp. (8810)							\$879.67	
6-6113 SM Directors' Compensation exp								
07/13/2023	Journal Entry	TPG071323		Payroll Accrual 7/9/23	6-6113 SM Directors' Compensation exp	-Split-	1,378.16	1,378.16
Total for 6-6113 SM Directors' Compensation exp							\$1,378.16	
6-6201 SM uniforms expense								
07/11/2023	Check	0548	Bryce Gray	Annual Uniform Allowance FY 23-24	6-6201 SM uniforms expense	1-1212 Cash in Banks:Sewer Maintenance	150.00	150.00
07/11/2023	Check	0547	Pascual Muniz	Annual Uniform Allowance FY 23-24	6-6201 SM uniforms expense	1-1212 Cash in Banks:Sewer Maintenance	150.00	300.00
07/11/2023	Bill		Coachella Valley Solutions	Crew Uniform Shirts & Hats FY 23-24	6-6201 SM uniforms expense	2-2202 Accounts Payable:Accounts Payable - SM	2,267.36	2,567.36
07/11/2023	Check	0546	Jonah Taylor	Annual Uniform Allowance FY 23-24	6-6201 SM uniforms expense	1-1212 Cash in Banks:Sewer Maintenance	150.00	2,717.36
07/11/2023	Check	0549	Steven Rodriguez	Annual Uniform Allowance FY 23-24	6-6201 SM uniforms expense	1-1212 Cash in Banks:Sewer Maintenance	150.00	2,867.36
07/11/2023	Check	0545	Oracio Lemus	Annual Uniform Allowance FY 23-24	6-6201 SM uniforms expense	1-1212 Cash in Banks:Sewer Maintenance	150.00	3,017.36
07/25/2023	Check	0568	Erick Allen	Annual Uniform Allowance FY 23-24	6-6201 SM uniforms expense	1-1212 Cash in Banks:Sewer Maintenance	150.00	3,167.36
07/28/2023	Check	0570	Omar Ruiz	Annual Uniform Allowance FY 23-24	6-6201 SM uniforms expense	1-1212 Cash in Banks:Sewer Maintenance	150.00	3,317.36
Total for 6-6201 SM uniforms expense							\$3,317.36	
6-6300 SM Bank Charges Expenses								
07/13/2023	Check	ACH		Remote Deposit Monthly Fee	6-6300 SM Bank Charges Expenses	1-1212 Cash in Banks:Sewer Maintenance	50.00	50.00
07/31/2023	Check	ACH		Paper Statement Fee	6-6300 SM Bank Charges Expenses	1-1214 Cash in Banks:Loan Security	2.00	52.00
Total for 6-6300 SM Bank Charges Expenses							\$52.00	
6-6301 SM bank wire fee expense								

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07/13/2023	Check	ACH		Online Wire Monthly Fee	6-6301 SM bank wire fee expense	1-1212 Cash in Banks:Sewer Maintenance	30.00	30.00
Total for 6-6301 SM bank wire fee expense							\$30.00	
6-6302 SM late fee/finance charges								
07/13/2023	Bill		TMG Industrial	Processing Charge	6-6302 SM late fee/finance charges	2-2202 Accounts Payable:Accounts Payable - SM	9.62	9.62
Total for 6-6302 SM late fee/finance charges							\$9.62	
6-6305 SM check order expense								
07/11/2023	Bill		Intuit	Reorder of 500 SM Checks & Envelopes for FY 23-24	6-6305 SM check order expense	2-2202 Accounts Payable:Accounts Payable - SM	137.37	137.37
07/11/2023	Bill		Intuit	Reorder of 500 SM Checks & Envelopes for FY 23-24	6-6305 SM check order expense	2-2202 Accounts Payable:Accounts Payable - SM	41.74	179.11
07/11/2023	Bill		Intuit	Reorder of 500 SM Checks & Envelopes for FY 23-24	6-6305 SM check order expense	2-2202 Accounts Payable:Accounts Payable - SM	239.67	418.78
Total for 6-6305 SM check order expense							\$418.78	
6-6401 SM vehicle maintenance expense								
07/10/2023	Bill		Napa Auto Parts	Antifreeze for Unit # 2, 3, 6, 9, 10	6-6401 SM vehicle maintenance expense	2-2202 Accounts Payable:Accounts Payable - SM	49.55	49.55
Total for 6-6401 SM vehicle maintenance expense							\$49.55	
6-6402 SM equipment maintenance exp								
07/10/2023	Bill		Napa Auto Parts	Battery for emergency portable trash pump Unit# 108	6-6402 SM equipment maintenance exp	2-2202 Accounts Payable:Accounts Payable - SM	204.71	204.71
07/13/2023	Bill		TMG Industrial	Parts to repair Unit 81	6-6402 SM equipment maintenance exp	2-2202 Accounts Payable:Accounts Payable - SM	961.59	1,166.30
07/18/2023	Bill	P9068245	RDO Equipment Co.	Equipment Service Parts, filters and seals	6-6402 SM equipment maintenance exp	2-2202 Accounts Payable:Accounts Payable - SM	47.67	1,213.97
Total for 6-6402 SM equipment maintenance exp							\$1,213.97	
6-6405 SM fuel & oil expense								
07/15/2023	Bill	0742789	SC Fuels	Fuel Card Expense-SM	6-6405 SM fuel & oil expense	2-2202 Accounts Payable:Accounts Payable - SM	824.95	824.95
07/31/2023	Bill	0750550	SC Fuels	Fuel Card Expense-SM	6-6405 SM fuel & oil expense	2-2202 Accounts Payable:Accounts Payable - SM	987.01	1,811.96
Total for 6-6405 SM fuel & oil expense							\$1,811.96	
6-6407 SM shop supplies expense								
07/30/2023	Bill		Home Depot	Car Wash Supplies for crew trucks & Equipment	6-6407 SM shop supplies expense	2-2202 Accounts Payable:Accounts Payable - SM	69.60	69.60
Total for 6-6407 SM shop supplies expense							\$69.60	
6-6501 SM water service expense								
07/05/2023	Bill		CVWD	District Water Service-Office Irrigation Account# 597959-732636	6-6501 SM water service expense	2-2202 Accounts Payable:Accounts Payable - SM	28.15	28.15
07/05/2023	Bill		CVWD	District Water Service-Office Account# 597961-732634	6-6501 SM water service expense	2-2202 Accounts Payable:Accounts Payable - SM	28.42	56.57
07/05/2023	Bill		CVWD	District Shop Water Service Expense Account# 106235-143472	6-6501 SM water service expense	2-2202 Accounts Payable:Accounts Payable - SM	17.39	73.96
07/05/2023	Bill		CVWD	Sewer Jet Water Service Expense Account# 273741-732668	6-6501 SM water service expense	2-2202 Accounts Payable:Accounts Payable - SM	83.74	157.70
07/05/2023	Bill		CVWD	Vactor Truck Water Service Expense Account# 273739-732666	6-6501 SM water service expense	2-2202 Accounts Payable:Accounts Payable - SM	47.57	205.27
07/18/2023	Bill		CVWD	Construction Meter	6-6501 SM water service expense	2-2202 Accounts Payable:Accounts Payable - SM	132.02	337.29
07/26/2023	Bill		CVWD	District Water Service-Office Irrigation Account# 597959-732636	6-6501 SM water service expense	2-2202 Accounts Payable:Accounts Payable - SM	30.27	367.56
07/26/2023	Bill		CVWD	District Water Service-Office Account# 597961-732634	6-6501 SM water service expense	2-2202 Accounts Payable:Accounts Payable - SM	29.32	396.88
07/26/2023	Bill		CVWD	Vactor Truck Water Service Expense Account# 273739-732666	6-6501 SM water service expense	2-2202 Accounts Payable:Accounts Payable - SM	47.57	444.45
07/26/2023	Bill		CVWD	Sewer Jet Water Service Expense Account# 273741-732668	6-6501 SM water service expense	2-2202 Accounts Payable:Accounts	89.59	534.04

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DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT	BALANCE
07/26/2023	Bill		CVWD	District Shop Water Service Expense Account# 106235-143472	6-6501 SM water service expense	Payable - SM 2-2202 Accounts Payable:Accounts Payable - SM	24.49	558.53
Total for 6-6501 SM water service expense							\$558.53	
6-6502 SM electric service expense								
07/05/2023	Bill		IID	Station# 24-480 Volt Monthly Electricity Expense 06/02/2023-06/30/2023 Account# 50391442	6-6502 SM electric service expense	2-2202 Accounts Payable:Accounts Payable - SM	712.61	712.61
07/05/2023	Bill		IID	District Shop Back Bldg Monthly Electricity Expense 06/02/2023-06/30/2023 Account# 50857762	6-6502 SM electric service expense	2-2202 Accounts Payable:Accounts Payable - SM	22.63	735.24
07/05/2023	Bill		IID	Station# 15 Monthly Electricity Expense 06/02/2023-06/30/2023 Account# 50007959	6-6502 SM electric service expense	2-2202 Accounts Payable:Accounts Payable - SM	95.87	831.11
07/05/2023	Bill		IID	Station# 10 Monthly Electricity Expense 06/02/2023-06/30/2023 Account# 50007977	6-6502 SM electric service expense	2-2202 Accounts Payable:Accounts Payable - SM	185.59	1,016.70
07/05/2023	Bill		IID	DS Ponds Monthly Electricity Expense 06/02/2023-06/30/2023 Account# 50053804	6-6502 SM electric service expense	2-2202 Accounts Payable:Accounts Payable - SM	2,033.64	3,050.34
07/05/2023	Bill		IID	Station# 21 Monthly Electricity Expense 06/02/2023-06/30/2023 Account# 50377292	6-6502 SM electric service expense	2-2202 Accounts Payable:Accounts Payable - SM	17.94	3,068.28
07/05/2023	Bill		IID	Station# 17-18 Monthly Electricity Expense 06/02/2023-06/30/2023 Account# 50007941	6-6502 SM electric service expense	2-2202 Accounts Payable:Accounts Payable - SM	35.45	3,103.73
07/05/2023	Bill		IID	Station# 8 Monthly Electricity Expense 05/03/2023-06/01/2023 Account# 50053786	6-6502 SM electric service expense	2-2202 Accounts Payable:Accounts Payable - SM	88.79	3,192.52
07/05/2023	Bill		IID	Station# 1 Monthly Electricity Expense 06/02/2023-06/30/2023 Account# 50008017	6-6502 SM electric service expense	2-2202 Accounts Payable:Accounts Payable - SM	14.78	3,207.30
07/05/2023	Bill		IID	Station# 23 & Lansing Monthly Electricity Expense 06/02/2023-06/30/2023 Account# 50007907	6-6502 SM electric service expense	2-2202 Accounts Payable:Accounts Payable - SM	583.40	3,790.70
07/05/2023	Bill		IID	Station# 16 Monthly Electricity Expense 06/02/2023-06/30/2023 Account# 50805317	6-6502 SM electric service expense	2-2202 Accounts Payable:Accounts Payable - SM	455.66	4,246.36
07/05/2023	Bill		IID	Station# 22-B Monthly Electricity Expense 06/02/2023-06/30/2023 Account# 50391441	6-6502 SM electric service expense	2-2202 Accounts Payable:Accounts Payable - SM	230.94	4,477.30
07/05/2023	Bill		IID	Lansing Ponds Monthly Electricity Expense 06/02/2023-06/30/2023 Account# 50811216	6-6502 SM electric service expense	2-2202 Accounts Payable:Accounts Payable - SM	1,879.86	6,357.16
07/05/2023	Bill		IID	TRC Ponds Monthly Electricity Expense 06/02/2023-06/30/2023 Account# 50391443	6-6502 SM electric service expense	2-2202 Accounts Payable:Accounts Payable - SM	8,355.38	14,712.54
07/05/2023	Bill		IID	Station# 2 Monthly Electricity Expense 06/02/2023-06/30/2023 Account# 50008036	6-6502 SM electric service expense	2-2202 Accounts Payable:Accounts Payable - SM	167.61	14,880.15
07/05/2023	Bill		IID	Station# 7 Monthly Electricity Expense 06/02/2023-06/30/2023 Account# 50274645	6-6502 SM electric service expense	2-2202 Accounts Payable:Accounts Payable - SM	25.17	14,905.32
07/05/2023	Bill		IID	Station# 19-20 Monthly Electricity Expense 06/02/2023-06/30/2023 Account# 50007933	6-6502 SM electric service expense	2-2202 Accounts Payable:Accounts Payable - SM	50.32	14,955.64
07/05/2023	Bill		IID	Station# 5 Monthly Electricity Expense 06/02/2023-06/30/2023 Account# 50007993	6-6502 SM electric service expense	2-2202 Accounts Payable:Accounts Payable - SM	78.51	15,034.15
07/05/2023	Bill		IID	Station# 24-240 Volt STBY Monthly Electricity Expense 06/02/2023-06/30/2023 Account# 50007916	6-6502 SM electric service expense	2-2202 Accounts Payable:Accounts Payable - SM	14.40	15,048.55
07/05/2023	Bill		IID	Station# 6 Monthly Electricity Expense 06/02/2023-06/30/2023 Account# 50349623	6-6502 SM electric service expense	2-2202 Accounts Payable:Accounts Payable - SM	31.24	15,079.79
07/05/2023	Bill		IID	Station# 12 Monthly Electricity Expense 06/02/2023-06/30/2023 Account# 50063692	6-6502 SM electric service expense	2-2202 Accounts Payable:Accounts Payable - SM	12.34	15,092.13
07/05/2023	Bill		IID	Station# 13 Monthly Electricity Expense 06/02/2023-06/30/2023 Account# 50007969	6-6502 SM electric service expense	2-2202 Accounts Payable:Accounts Payable - SM	22.88	15,115.01
07/05/2023	Bill		IID	District Shop Monthly Electricity Expense 06/02/2023-06/30/2023 Account# 5007893	6-6502 SM electric service expense	2-2202 Accounts Payable:Accounts Payable - SM	472.61	15,587.62
Total for 6-6502 SM electric service expense							\$15,587.62	
6-6503 SM telephone expense								
07/28/2023	Bill	275162	Cytracom	District Office Monthly Phone Service Bill	6-6503 SM telephone expense	2-2202 Accounts Payable:Accounts Payable - SM	230.71	230.71

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DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT	BALANCE
Total for 6-6503 SM telephone expense							\$230.71	
6-6504 SM cell phone expense								
07/08/2023	Bill	9939132003	Verizon Wireless	On Call Phone 06/09-07/08/2023	6-6504 SM cell phone expense	2-2202 Accounts Payable:Accounts Payable - SM	63.29	63.29
07/24/2023	Bill	o4fpq	Ooma.com	Station 24 Alert Monitoring phone line service	6-6504 SM cell phone expense	2-2202 Accounts Payable:Accounts Payable - SM	34.98	98.27
07/24/2023	Bill	wgic8i6	Ooma.com	Station 22 Alert Monitoring phone line service	6-6504 SM cell phone expense	2-2202 Accounts Payable:Accounts Payable - SM	34.98	133.25
07/24/2023	Bill	8fyuvd	Ooma.com	Station 16 Alert Monitoring phone line service	6-6504 SM cell phone expense	2-2202 Accounts Payable:Accounts Payable - SM	34.98	168.23
07/25/2023	Bill	9940515229	Verizon Wireless	06/26-07/25/23 Company Cell phone, Tablet Service Account# 542131140-00001	6-6504 SM cell phone expense	2-2202 Accounts Payable:Accounts Payable - SM	998.68	1,166.91
07/28/2023	Bill	brew4ku	Ooma.com	Station 2 Alert Monitoring phone line service	6-6504 SM cell phone expense	2-2202 Accounts Payable:Accounts Payable - SM	34.98	1,201.89
Total for 6-6504 SM cell phone expense							\$1,201.89	
6-6505 SM underground alerts expense								
07/01/2023	Bill	620230640	Underground Service Alert/SC	Monthly Database Maintenance fee	6-6505 SM underground alerts expense	2-2202 Accounts Payable:Accounts Payable - SM	10.00	10.00
07/01/2023	Bill	620230640	Underground Service Alert/SC	62 new ticket charges	6-6505 SM underground alerts expense	2-2202 Accounts Payable:Accounts Payable - SM	108.50	118.50
Total for 6-6505 SM underground alerts expense							\$118.50	
6-6508 SM Alarm/Security Expense								
07/01/2023	Bill	454224	Desert Alarm Inc.	Alarm Security	6-6508 SM Alarm/Security Expense	2-2202 Accounts Payable:Accounts Payable - SM	119.85	119.85
Total for 6-6508 SM Alarm/Security Expense							\$119.85	
6-6601 SM employee licenses expense								
07/27/2023	Bill		Ca Department of Motor Vehicles	CDL Permit Test - First Attempt - Bryce	6-6601 SM employee licenses expense	2-2202 Accounts Payable:Accounts Payable - SM	90.87	90.87
07/27/2023	Bill		Ca Department of Motor Vehicles	CDL Permit Test - Jonah Taylor	6-6601 SM employee licenses expense	2-2202 Accounts Payable:Accounts Payable - SM	90.87	181.74
07/31/2023	Bill		Ca Department of Motor Vehicles	CDL Permit - Bryce 2nd attempt	6-6601 SM employee licenses expense	2-2202 Accounts Payable:Accounts Payable - SM	90.87	272.61
Total for 6-6601 SM employee licenses expense							\$272.61	
6-6607 SM toxic waste disposal exp								
07/31/2023	Bill	I500- 00950618	Asbury Environmental Services	Used Oil Service Charge	6-6607 SM toxic waste disposal exp	2-2202 Accounts Payable:Accounts Payable - SM	100.00	100.00
Total for 6-6607 SM toxic waste disposal exp							\$100.00	
6-6750 SM lab testing expense								
07/25/2023	Bill	CG31541- 9867	Babcock Labortories, Inc.	Lansing Monthly Pond Sample	6-6750 SM lab testing expense	2-2202 Accounts Payable:Accounts Payable - SM	294.25	294.25
07/25/2023	Bill	CG31542- 9867	Babcock Labortories, Inc.	TRC Ponds Water Sample	6-6750 SM lab testing expense	2-2202 Accounts Payable:Accounts Payable - SM	180.83	475.08
Total for 6-6750 SM lab testing expense							\$475.08	
6-6759 SM Prof. Consult Expense								
07/31/2023	Bill	23-1337	Koppel & Grubber Public Finance	Travel Expense to Public Hearing July 19, 2023	6-6759 SM Prof. Consult Expense	2-2202 Accounts Payable:Accounts Payable - SM	189.78	189.78
07/31/2023	Bill	23-1337	Koppel & Grubber Public Finance	Attend Public Hearing Meeting, Tabulate Protest Forms and Provide Results	6-6759 SM Prof. Consult Expense	2-2202 Accounts Payable:Accounts Payable - SM	2,495.00	2,684.78
07/31/2023	Bill	23-1337	Koppel & Grubber Public Finance	Prepare and Test Protest Form Tabulation Program	6-6759 SM Prof. Consult Expense	2-2202 Accounts Payable:Accounts Payable - SM	480.00	3,164.78
Total for 6-6759 SM Prof. Consult Expense							\$3,164.78	
6-6800 SM Miscellaneous Expenses								
07/15/2023	Bill		Jack In the Box	Purchased food for SM Crew on sewer spill call out	6-6800 SM Miscellaneous Expenses	2-2202 Accounts Payable:Accounts Payable - SM	73.57	73.57
07/18/2023	Bill		PJ's Desert Trophies & Gifts	Retirement Plaque for Robert Dunning, 25 years of service	6-6800 SM Miscellaneous Expenses	2-2202 Accounts Payable:Accounts Payable - SM	133.47	207.04
Total for 6-6800 SM Miscellaneous Expenses							\$207.04	
6-6811 SM Loan Interest Expense								

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DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT	BALANCE
07/01/2023	Check	0529	Salton Sea Enterprises, LLC.	Loan Interest Payable 2023	6-6811 SM Loan Interest Expense	1-1212 Cash in Banks:Sewer Maintenance	3,047.37	3,047.37
07/09/2023	Check	ACH	CIT	Interest	6-6811 SM Loan Interest Expense	1-1212 Cash in Banks:Sewer Maintenance	519.90	3,567.27
Total for 6-6811 SM Loan Interest Expense							\$3,567.27	
6-6821 SM Insurance Premiums Expense								
07/01/2023	Bill	74030	Special District Risk Management Auth.	FY 2023-2024 PL Insurance	6-6821 SM Insurance Premiums Expense	2-2202 Accounts Payable:Accounts Payable - SM	121,971.50	121,971.50
Total for 6-6821 SM Insurance Premiums Expense							\$121,971.50	
6-6831 SM Legal Expense								
07/05/2023	Bill	80513	Slovak Baron Empey Murphy & Pinkney	Legal Services Through 06/30/2023	6-6831 SM Legal Expense	2-2202 Accounts Payable:Accounts Payable - SM	1,122.50	1,122.50
07/05/2023	Bill	80512	Slovak Baron Empey Murphy & Pinkney	Legal Services Through 06/30/2023	6-6831 SM Legal Expense	2-2202 Accounts Payable:Accounts Payable - SM	3,375.47	4,497.97
Total for 6-6831 SM Legal Expense							\$4,497.97	
6-6832 SM Auditing Expense								
07/31/2023	Bill	0723-39	O'Connor & Company	Auditing Service Through 07/31/2023	6-6832 SM Auditing Expense	2-2202 Accounts Payable:Accounts Payable - SM	400.00	400.00
07/31/2023	Bill	0723-38	O'Connor & Company	Auditing Service Through 07/31/2023	6-6832 SM Auditing Expense	2-2202 Accounts Payable:Accounts Payable - SM	850.00	1,250.00
Total for 6-6832 SM Auditing Expense							\$1,250.00	
6-6833 SM technical expense								
07/01/2023	Bill	3033-07012023-13	Interconnect Networks	Tech Support Monthly Bill/Expenses	6-6833 SM technical expense	2-2202 Accounts Payable:Accounts Payable - SM	1,859.67	1,859.67
Total for 6-6833 SM technical expense							\$1,859.67	
6-6853 SM Physicals Expense								
07/24/2023	Bill	EM002130	Innercare	DOT Physical Oracio Lemus	6-6853 SM Physicals Expense	2-2202 Accounts Payable:Accounts Payable - SM	65.00	65.00
07/28/2023	Bill	EM002142	Innercare	Work Physical Erick Allen	6-6853 SM Physicals Expense	2-2202 Accounts Payable:Accounts Payable - SM	55.00	120.00
Total for 6-6853 SM Physicals Expense							\$120.00	
6-6854 SM Copier Lease/Maint. Expense								
07/01/2023	Bill	24AR922725	Visual Edge IT	Monthly Charge for Printing	6-6854 SM Copier Lease/Maint. Expense	2-2202 Accounts Payable:Accounts Payable - SM	23.77	23.77
07/14/2023	Bill	4570362	Xerox Financial Services	Copier Machine Lease-07/03-08/02	6-6854 SM Copier Lease/Maint. Expense	2-2202 Accounts Payable:Accounts Payable - SM	87.69	111.46
07/14/2023	Bill	4570362	Xerox Financial Services	Copier Machine Lease-07/03-08/02	6-6854 SM Copier Lease/Maint. Expense	2-2202 Accounts Payable:Accounts Payable - SM	87.70	199.16
Total for 6-6854 SM Copier Lease/Maint. Expense							\$199.16	
6-6856 SM Subscriptions Expense								
07/01/2023	Bill	FE8F35D0-0032	Streamline	Website Hosting Bill July 1- Aug 1, 2023	6-6856 SM Subscriptions Expense	2-2202 Accounts Payable:Accounts Payable - SM	249.00	249.00
07/21/2023	Bill		Intuit	QuickBooks Monthly Expense	6-6856 SM Subscriptions Expense	2-2202 Accounts Payable:Accounts Payable - SM	200.00	449.00
Total for 6-6856 SM Subscriptions Expense							\$449.00	
6-6894 SM Payroll Processing Fee Exp.								
07/07/2023	Check	ACH	ADP	Payroll Processing Fee	6-6894 SM Payroll Processing Fee Exp.	1-1212 Cash in Banks:Sewer Maintenance	104.47	104.47
07/14/2023	Check	ACH	ADP	Payroll Processing Fee	6-6894 SM Payroll Processing Fee Exp.	1-1212 Cash in Banks:Sewer Maintenance	56.79	161.26
07/21/2023	Check	ACH	ADP	Payroll Processing Fee	6-6894 SM Payroll Processing Fee Exp.	1-1212 Cash in Banks:Sewer Maintenance	62.25	223.51
07/28/2023	Check	ACH	ADP	Payroll Processing Fee	6-6894 SM Payroll Processing Fee Exp.	1-1212 Cash in Banks:Sewer Maintenance	60.43	283.94
Total for 6-6894 SM Payroll Processing Fee Exp.							\$283.94	
6-7601 GF Water Servie Expense								
07/05/2023	Bill		CVWD	DS Building Water Service-Duplex Account# 710799-100642	6-7601 GF Water Servie Expense	2-2202 Accounts Payable:Accounts Payable - SM	12.71	12.71

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July 2023

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07/26/2023	Bill		CVWD	DS Building Water Service-Duplex Account# 710799-100642	6-7601 GF Water Servie Expense	2-2202 Accounts Payable:Accounts Payable - SM	13.41	26.12
Total for 6-7601 GF Water Servie Expense							\$26.12	
6-8002 Tract 662 Administrative Fees								
07/17/2023	Journal Entry	CS071723		Parcels Paid Between 5/1/2023 and 6/30/2023	6-8002 Tract 662 Administrative Fees	-Split-	1.91	1.91
Total for 6-8002 Tract 662 Administrative Fees							\$1.91	
7-0001 Translation Services								
07/05/2023	Bill	100	Esmeralda Lopez- Garcia	Regular Board Meeting June 21, 2023	7-0001 Translation Services	2-2202 Accounts Payable:Accounts Payable - SM	43.75	43.75
07/05/2023	Bill	100	Esmeralda Lopez- Garcia	Regular Board Meeting June 21, 2023	7-0001 Translation Services	2-2202 Accounts Payable:Accounts Payable - SM	43.75	87.50
Total for 7-0001 Translation Services							\$87.50	
TOTAL							\$354,169.86	

Salton Community Services District

Profit and Loss

July 2023

	CM TRACT 662	GENERAL FUND	SEWER CONSTRUCTION	SEWER MAINTENANCE	TOTAL
Income					
4-1000 Revenue - GF					\$0.00
4-1101 Property Tax - Secured - GF		0.00			\$0.00
4-1102 Property Tax - Unsecured - GF		0.00			\$0.00
4-1103 Tax - Homeowners Gen Op		0.00			\$0.00
4-1104 Tax - Supplemental - GF		1,011.50			\$1,011.50
Total 4-1000 Revenue - GF		1,011.50			\$1,011.50
4-1125 Architectural Plan Fees - GF		100.00			\$100.00
4-1203 Checking Interest Income - GF		2.96			\$2.96
4-1304 Cell Tower Rent - GF		22,727.28			\$22,727.28
4-1307 Burrtec Waste Contract - GF		1,010.68			\$1,010.68
4-1612 FD Utility (rental) Income - GF		1,250.00			\$1,250.00
4-2101 Sewer User Charges - SM				96,397.01	\$96,397.01
4-2102 SM Sewer Connections				3,700.00	\$3,700.00
4-2103 Sewer Lot Maintenance Fee - SM				14,213.31	\$14,213.31
4-2104 Interest & Penalties - SM				46,987.83	\$46,987.83
4-2107 Admin Fees from GF - SM		70.81		0.00	\$70.81
4-2110 Admin Fees Tract 662 - SM				1.91	\$1.91
4-2203 Checking Interest Income - SM				5.49	\$5.49
4-3203 Checking Interest Income - SC			0.04		\$0.04
4-5101 Tax Assessments - Tract 662	20.00				\$20.00
4-5102 Int & Penalties - Tract 662	18.20				\$18.20
Services		7,535.44			\$7,535.44
Total Income	\$38.20	\$33,708.67	\$0.04	\$161,305.55	\$195,052.46
GROSS PROFIT	\$38.20	\$33,708.67	\$0.04	\$161,305.55	\$195,052.46
Expenses					
4-100 Tax Correction / Reimburesments				1,922.22	\$1,922.22
6-1103 Director Compensation - GF				900.00	\$900.00
6-1300 Supplies Expense - GF		82.36			\$82.36
6-1501 GF Auditing Expense		1,250.00			\$1,250.00
6-1802 Admin Fees Due to SM - GF		-4,780.73		4,851.54	\$70.81
6-2003 Street Light Expense - ND		2,315.53			\$2,315.53
6-2005 Insurance Premiums Expense - ND		6,419.55			\$6,419.55
6-2301 District Legal Expense - ND		4,497.97			\$4,497.97
6-3150 PW uniforms expense		150.00			\$150.00
6-3201 GF telephone expense		12.41			\$12.41
6-3202 FD water service expense		105.38			\$105.38
6-3203 FD electric service expense		383.86			\$383.86
6-3207 GF technical expense		97.88			\$97.88
6-4101 PW Wages Expense				4,793.60	\$4,793.60
6-4105 PW retirees health benefits exp		374.76			\$374.76
6-4111 PW workers' comp (7580) expense		28,979.31			\$28,979.31

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Profit and Loss

July 2023

	CM TRACT 662	GENERAL FUND	SEWER CONSTRUCTION	SEWER MAINTENANCE	TOTAL
6-4710 PW vehicle maintenance expense		24.77			\$24.77

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Profit and Loss

July 2023

	CM TRACT 662	GENERAL FUND	SEWER CONSTRUCTION	SEWER MAINTENANCE	TOTAL
6-4720 PW fuel and oil expense		236.00			\$236.00
6-5102 SC Park water service expense		128.10			\$128.10
6-5103 SC Park electric service exp		75.62			\$75.62
6-5105 SC Park supplies expense		57.84			\$57.84
6-5302 DS Park water service expense		100.39			\$100.39
6-5303 DS Park electric service exp		194.40			\$194.40
6-5305 DS Park supplies expense		41.55			\$41.55
6-5307 DS Park improvement expense					\$0.00
6-5308 DS Park Tree Irrigation Expense		7,272.44			\$7,272.44
6-5310 DS Park Grant-Soccer Field					\$0.00
6-5312 Engineering Services		5,913.28			\$5,913.28
Total 6-5310 DS Park Grant-Soccer Field		5,913.28			\$5,913.28
Total 6-5307 DS Park improvement expense		13,185.72			\$13,185.72
6-5403 Office Electrical Expense				1,283.59	\$1,283.59
6-5503 Other Electrical Expense		156.85			\$156.85
6-6101 SM maint. crew wages expense				48,686.72	\$48,686.72
6-6102 SM employer expense				6,093.83	\$6,093.83
6-6103 SM workers comp. (7580)				28,979.31	\$28,979.31
6-6104 SM health benefits expense				9,795.14	\$9,795.14
6-6105 Sm retiree health benefits exp				1,894.09	\$1,894.09
6-6109 SM clerical office wages exp				12,592.03	\$12,592.03
6-6110 SM administration. (GM) wages				10,576.95	\$10,576.95
6-6111 SM GM w/c exp. (8740)				2,130.00	\$2,130.00
6-6112 SM clerical w/c exp. (8810)				879.67	\$879.67
6-6113 SM Directors' Compensation exp				1,378.16	\$1,378.16
6-6201 SM uniforms expense				3,317.36	\$3,317.36
6-6300 SM Bank Charges Expenses				52.00	\$52.00
6-6301 SM bank wire fee expense				30.00	\$30.00
6-6302 SM late fee/finance charges				9.62	\$9.62
6-6305 SM check order expense				418.78	\$418.78
6-6401 SM vehicle maintenance expense				49.55	\$49.55
6-6402 SM equipment maintenance exp				1,213.97	\$1,213.97
6-6405 SM fuel & oil expense				1,811.96	\$1,811.96
6-6407 SM shop supplies expense				69.60	\$69.60
6-6501 SM water service expense				558.53	\$558.53
6-6502 SM electric service expense				15,587.62	\$15,587.62
6-6503 SM telephone expense				230.71	\$230.71
6-6504 SM cell phone expense				1,201.89	\$1,201.89
6-6505 SM underground alerts expense				118.50	\$118.50
6-6508 SM Alarm/Security Expense				119.85	\$119.85
6-6601 SM employee licenses expense				272.61	\$272.61
6-6607 SM toxic waste disposal exp				100.00	\$100.00
6-6750 SM lab testing expense				475.08	\$475.08
6-6759 SM Prof. Consult Expense				3,164.78	\$3,164.78

Salton Community Services District

Profit and Loss

July 2023

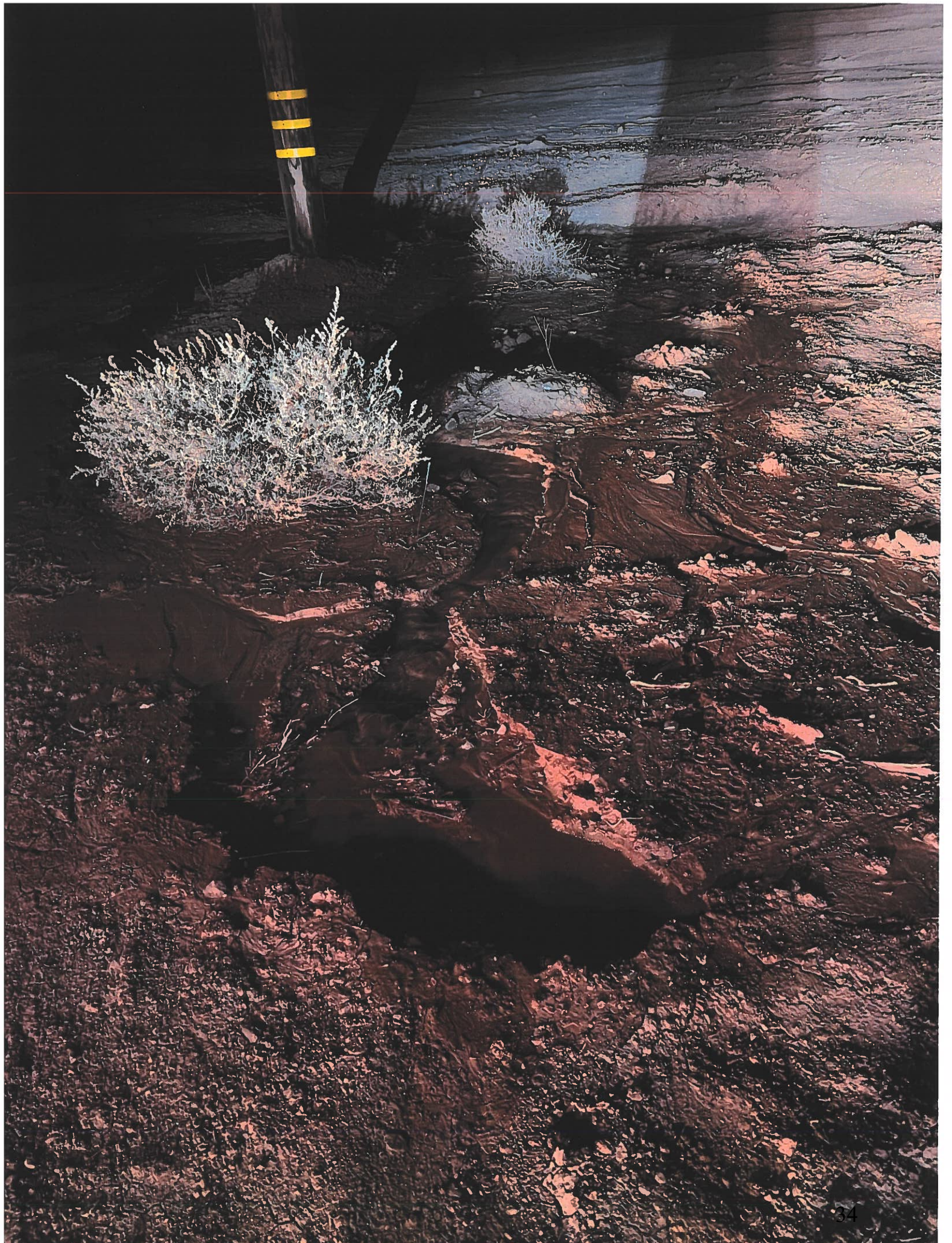
	CM TRACT 662	GENERAL FUND	SEWER CONSTRUCTION	SEWER MAINTENANCE	TOTAL
6-6800 SM Miscellaneous Expenses				207.04	\$207.04
6-6811 SM Loan Interest Expense				3,567.27	\$3,567.27
6-6821 SM Insurance Premiums Expense				121,971.50	\$121,971.50
6-6831 SM Legal Expense				4,497.97	\$4,497.97
6-6832 SM Auditing Expense				1,250.00	\$1,250.00
6-6833 SM technical expense				1,859.67	\$1,859.67
6-6853 SM Physicals Expense				120.00	\$120.00
6-6854 SM Copier Lease/Maint. Expense		111.46		87.70	\$199.16
6-6856 SM Subscriptions Expense		249.00		200.00	\$449.00
6-6894 SM Payroll Processing Fee Exp.				283.94	\$283.94
6-7601 GF Water Servie Expense		26.12			\$26.12
6-8002 Tract 662 Administrative Fees	1.91				\$1.91
7-0001 Translation Services		43.75		43.75	\$87.50
Total Expenses	\$1.91	\$54,519.85	\$0.00	\$299,648.10	\$354,169.86
NET OPERATING INCOME	\$36.29	\$ -20,811.18	\$0.04	\$ -138,342.55	\$ -159,117.40
NET INCOME	\$36.29	\$ -20,811.18	\$0.04	\$ -138,342.55	\$ -159,117.40



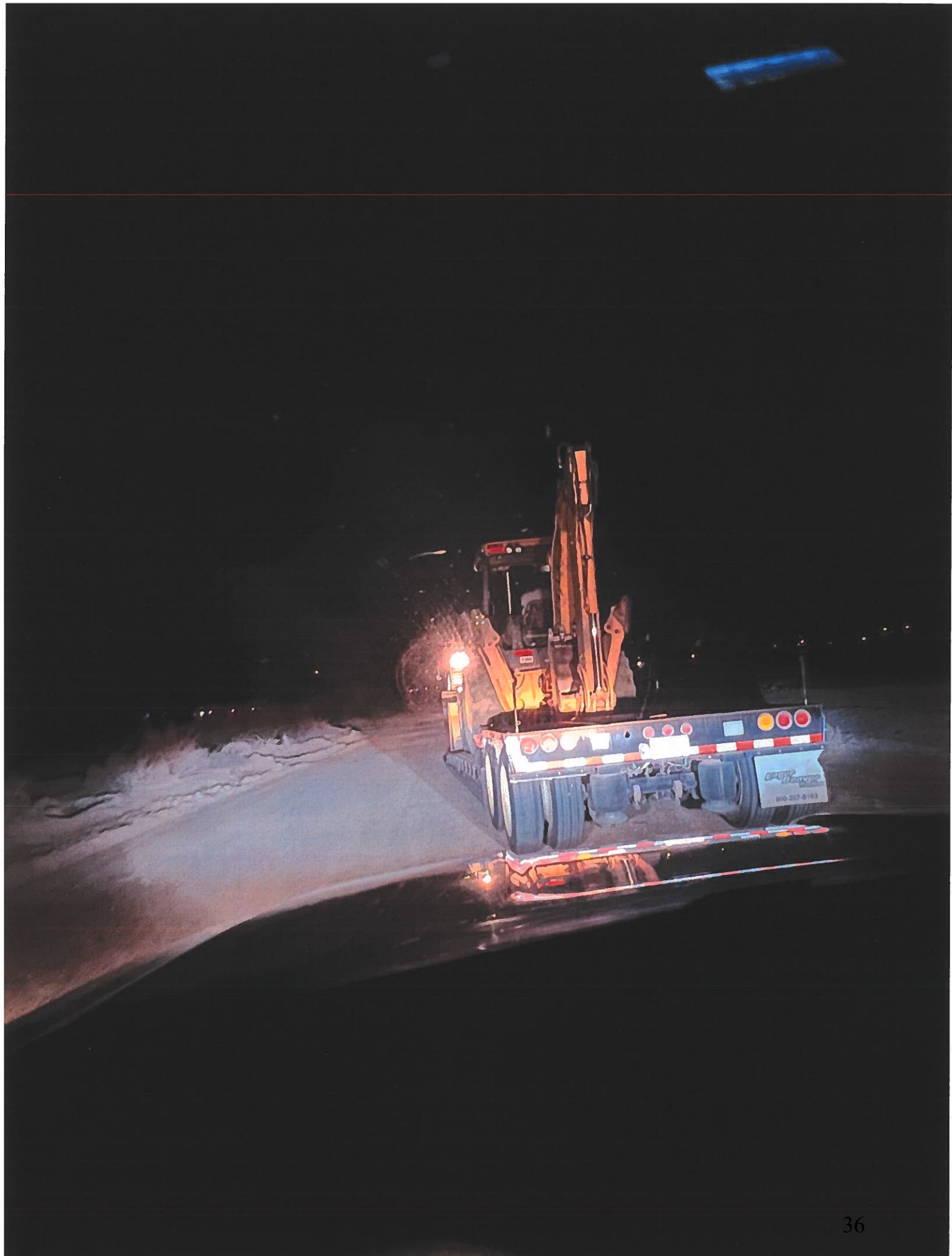
1209 Van Buren Ave. Suite 1
POST OFFICE BOX 5268
SALTON CITY, CALIFORNIA 92275-5268
TELEPHONE: (760) 394-4446
FAX: (760) 394-4242
scsd@saltoncsd.ca.gov

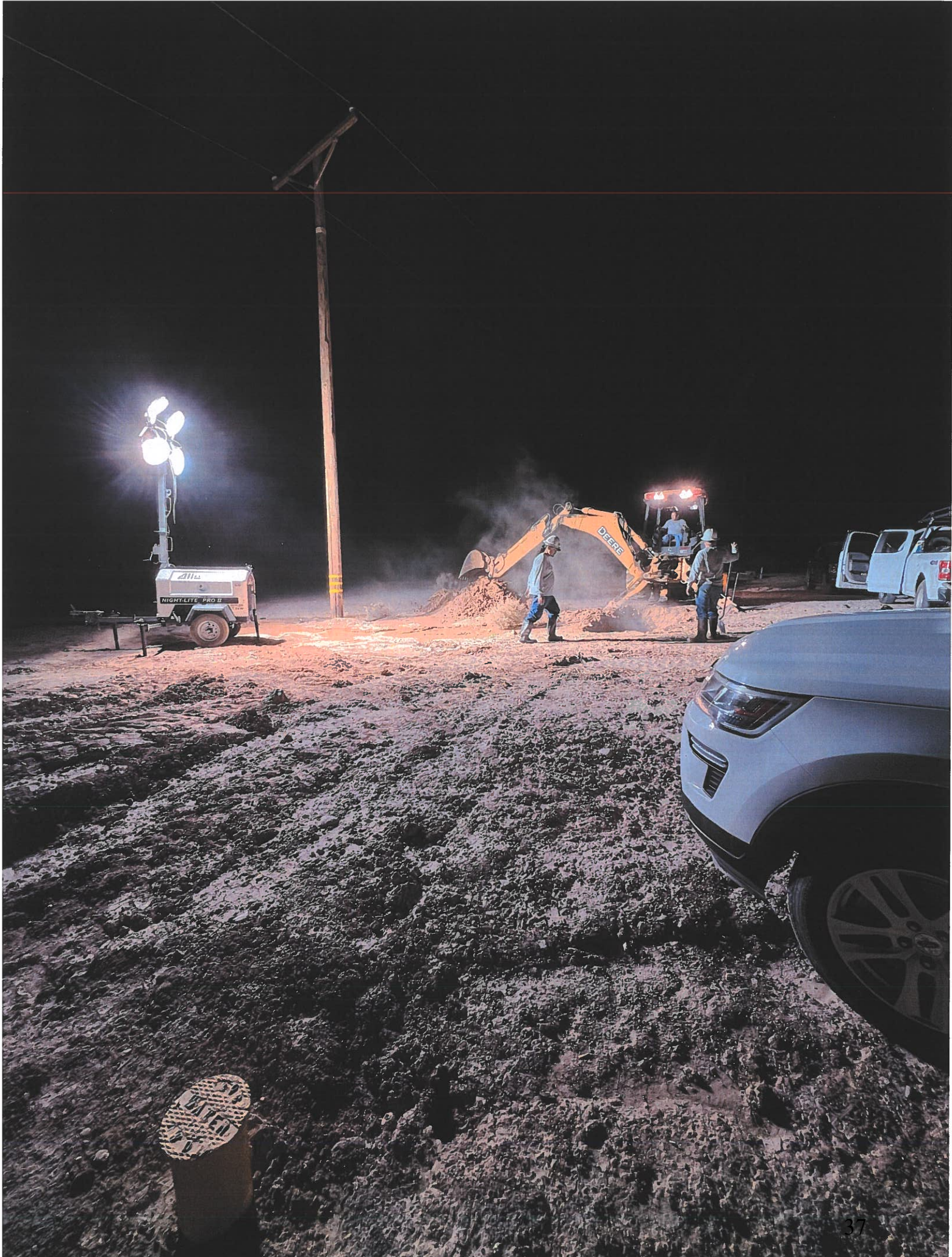
GENERAL MANAGER REPORT

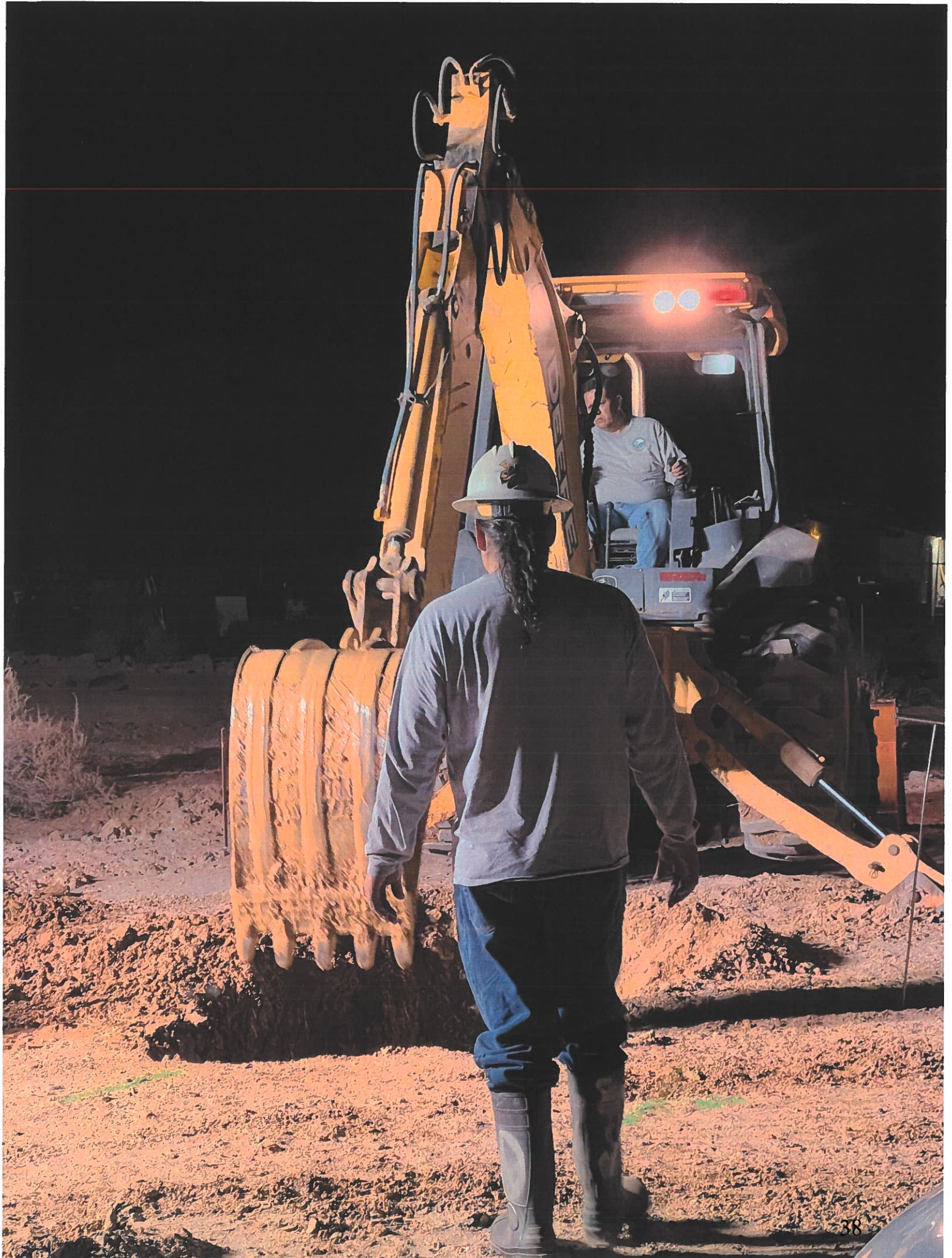
1. SCSD is in process of getting TRC WWTF tree information such as tree cost, tree installation, tree maintenance for 3 years then we will submit it to Cal – FIRE and hope for an approval.
2. July 14th Station 16, 12-inch pressure line had a break. SCSD received a call around 8pm Friday night, job continued to 10:30am Saturday morning. Thank you to the SEWER CREW for the hard work, long hours, and response time.
3. TKE AND SCSD requested the WATER BOARD for an extension on the form 200, the Water Board needs more information to issue SCSD a permit to receive more influent. SCSD is Glad to inform the Water Board gave us a six-month extension. December 2023.







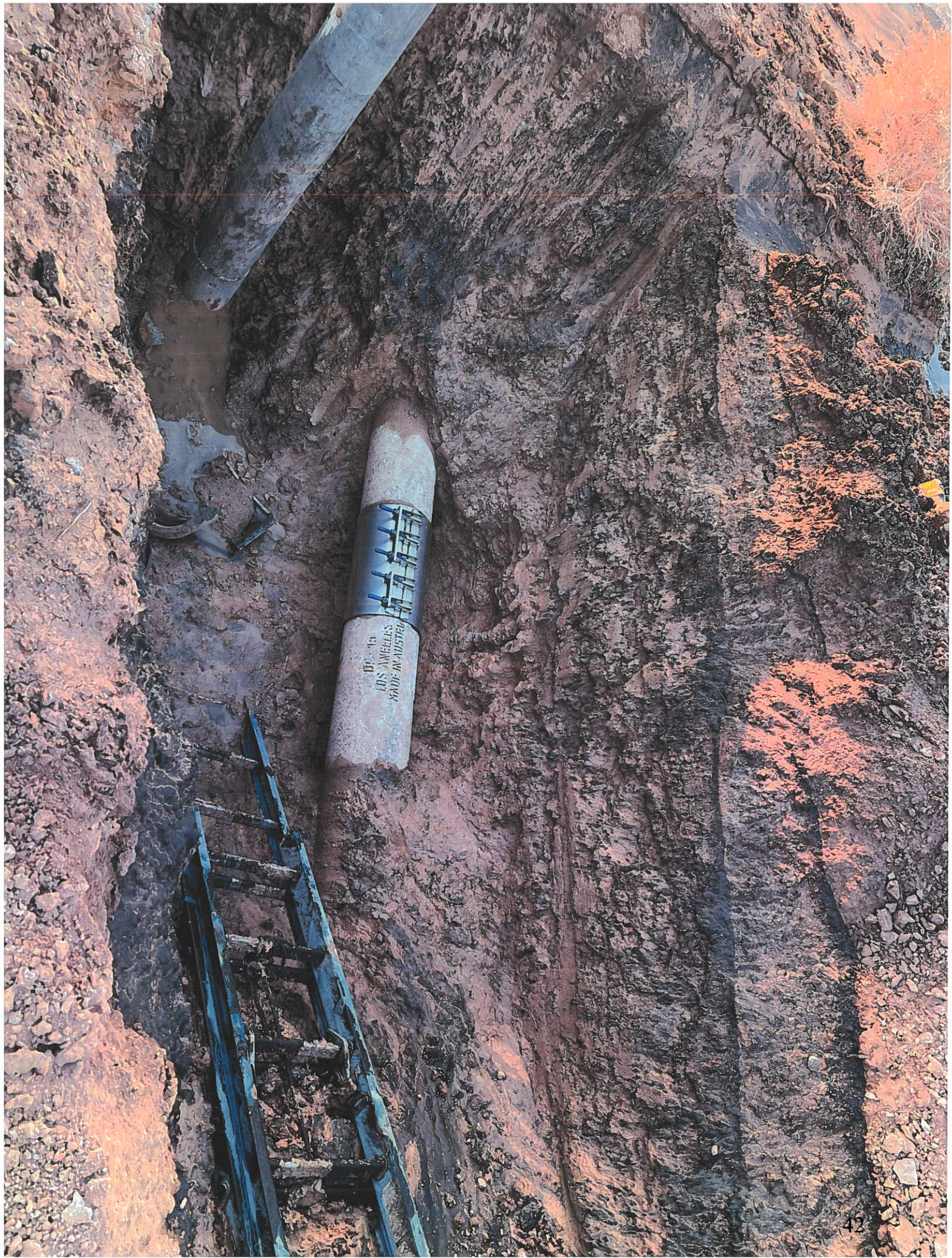














1209 Van Buren
POST OFFICE BOX 5268
SALTON CITY, CALIFORNIA 92275-5268
TELEPHONE: (760) 394-4446
FAX: (760) 394-4242
scsd@saltoncsd.ca.gov

Serving the West Shores of the Fabulous Salton Sea

Employees have continued to perform their daily routine task by:

- Taking hour reading and checking conditions of station
- Making sure that red high-level light and alarm systems are functioning properly.
- Continue checking and working on the tree facility (ponds) TRC, Lansing and Desert Shores. (De-weeding, cleaning aerators, open and closing ponds to direct flow.)
- Taking grab sample for pond reading (PH and Do)
- Once a month they collect from each facility samples to take to the lab. And after getting result a report is submitted to state water resources control board
- Dig alert marking have been performed to prevent other agencies at the time of digging our sewer line don't get damage
- Employees from the sewer crew had finished helping at the Desert Shores Park.

Incident:

- At the beginning as mentioned, (daily hour reading) it was brought to my attention that a pump at one of our most important stations had been clogged. As a result of paying attention to the hour reading, pump was pull out and was serviced and the pump did not end up damage. See pictures 1 and 2
- What you see on picture 2, it also ends up at the TRC and Lansing Ponds and getting caught at the aerators as you can see at Picture 5. And the wires at the motor get hot and burn like in picture 6.



Picture 1



Picture 2



Picture 3



Picture 4



Picture 5



Picture 6

Park report for August 2023

Desert Shores park was reopened to the public on 8/7/23.

All 3500' of irrigation pipe and 4 valve stations are installed. All back filling and grading have been done. All 70 trees are in good shape.


A meeting was held at Desert Shores park on Wednesday the 9th of August with Imperial Co. Air Quality to take pictures for the phase 2 part of installing grass .

Salton City park is open and being maintained. Family use of this park is down due to the heat. As of the writing of this report, there is still no park host at Salton City. Due to no one being there to open and close the park ,

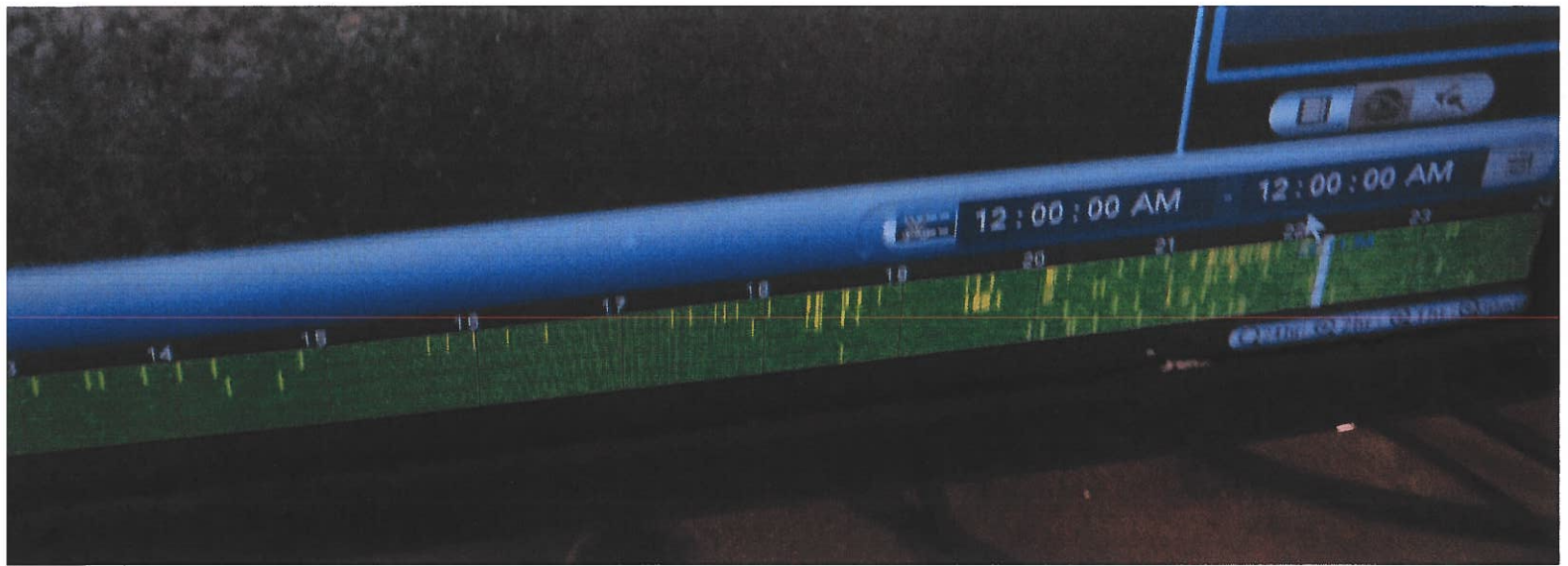
The park is being used all hours of the night and early morning. People are using the park as there own personal facility. Bathing in the restrooms, using electricity for phone charging.

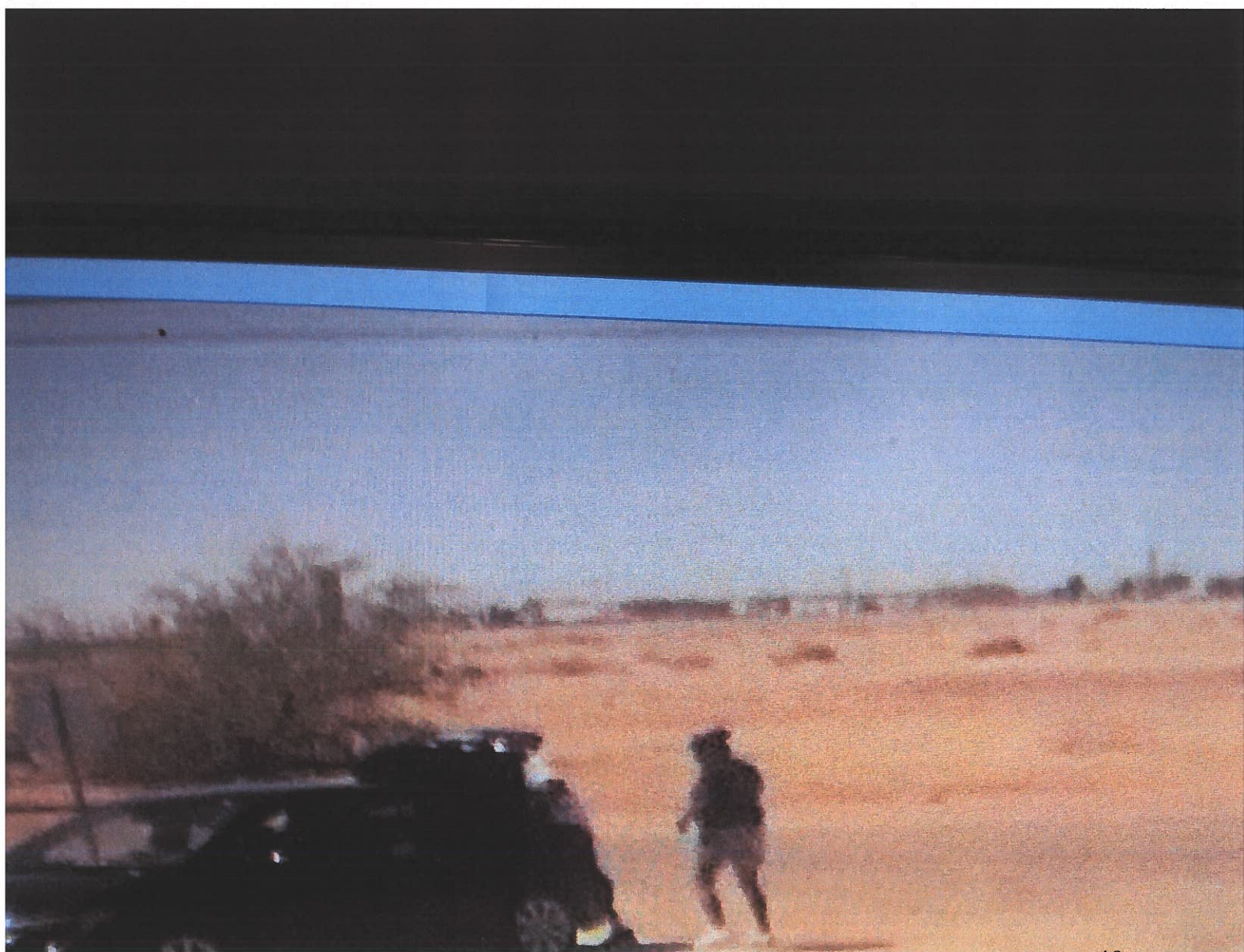
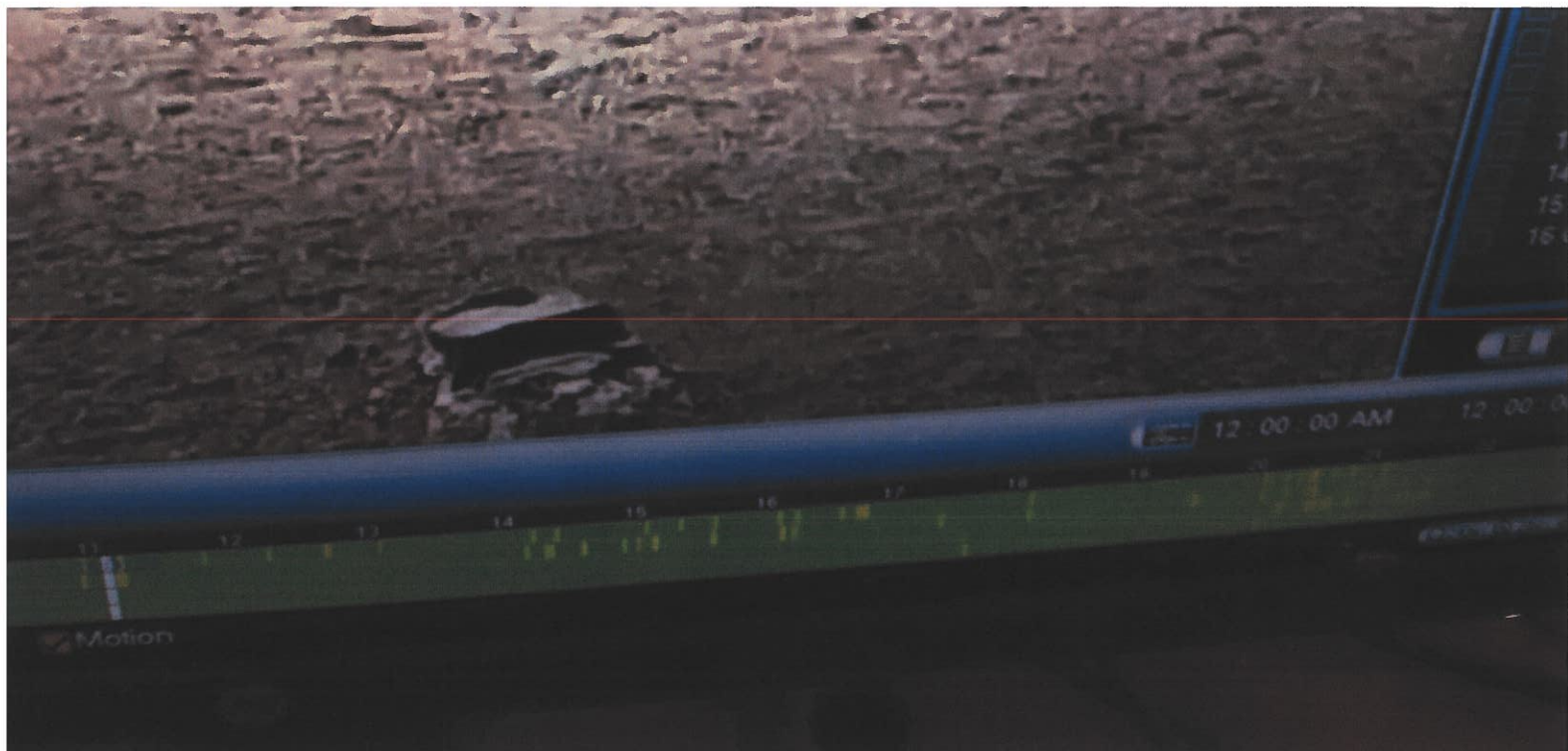
Even filling up 5 gallon water jugs . Kids have been seen on camera messing with the

cameras and attempting to break in to the store room.

From: stephen prager stephenrprager@gmail.com
To: Stephen Prager sprager@saltoncsd.ca.gov
Date: Thu, Aug 10, 2023, 9:50 AM
 20230810_092336.jpg 3.7 MB
20230810_092509.jpg 3.2 MB
20230810_092721.jpg 3.3 MB







MEMORANDUM OF UNDERSTANDING
Salton Community Services District

This Memorandum of Understanding (hereinafter “MOU”) is made and entered into on _____, 2023, by and between the County of Imperial, a political subdivision of the State of California, by and through the Imperial County Department of Behavioral Health Services (“ICBHS”), and Salton Community Services District, hereinafter (“SCSD”). The purpose of this MOU is for ICBHS to provide services to the residents of northern Imperial County at the following site:

- **SALTON COMMUNITY SERVICES DISTRICT**
located at
1209 Van Buren Street Thermal, CA 92274

The parties agree to the following:

1. Responsibilities – SCSD

- a. Provide two office spaces to accommodate ICBHS staff in the provision of services.
- b. Provide a waiting area for clients.
- c. Provide a workstation/area in designated waiting area for ICBHS staff to greet clients and provide guidance.
- d. Provide restrooms for clients and ICBHS staff.
- e. Obtain fire clearance to meet licensing regulations.
- f. **Open/close offices/waiting room for ICBHS**

Responsibilities – ICBHS

- a. Provide behavioral health services to residents of northern Imperial County
- b. Install in the agreed upon office spaces workstations, telemedicine capabilities, network access to be able to provide services (internet/phone).

2. **Cost of Service:** SCSD will provide two office spaces to be used for the provision of services **one day a week** and the other items listed above at a **monthly rental rate of five hundred and twenty (\$520.00) dollars plus half the cost of the electrical for the two office spaces and waiting room.** ICBHS will not bill SCSD for services provided. **SCSD is publicly funded by property taxes and cannot incur expenses from providing services not within its scope.**

3. **Term:** This agreement shall commence _____ and shall remain in full force and effect until _____.

4. **Extension:** The parties hereto may extend this agreement upon the same terms and conditions for a period of ninety (90) days after the end of the fiscal year for which this agreement is executed upon mutual written agreement executed prior to the end of said fiscal year.

5. **Communications:** Any communication to ICBHS under this agreement shall be addressed to:

Andrea Kuhlen Director
Imperial County Behavioral Health Services
202 N. Eighth Street El Centro, CA 92243

ICBHS shall direct all its communications regarding this agreement to:

Emmanuel Ramos, Interim General Manager
Salton Community Services District
1209 Van Buren Street, Thermal, CA 92274

6. **Termination:** Either party may immediately terminate this agreement when the other has failed or refused to comply with the terms and/or conditions of this agreement. Either party must provide a written notice within thirty (30) days prior to the date of termination.

7. **Amendment:** Notwithstanding any of the foregoing provisions, this agreement may be changed or amended at any time upon mutual written agreement of both parties.

8. **Indemnity:** SCSD shall indemnify and hold harmless ICBHS from and against any and all claims arising from the use of the SCSD two office spaces and waiting room or from any activity, work, or things done permitted or suffered by the SCSD.

9. **HIPPA:** SCSD will comply with the additional terms as stated in the attached Business Associate Agreement.

IN THE WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year indicated above.

COUNTY OF IMPERIAL:

SALTON COMMUNITY SERVICES DISTRICT:

By

By

LUIS A PLANCARTE, CHAIRMEN
BOARD OF SUPERVISORS

MICHELLE GILMORE, BOARD PRESIDENT
SALTON COMMUNITY SERVICES DISTRICT

ATTEST:

APPROVED AS TO FORM:

**IMPERIAL COUNTY
BEHAVIORAL HEALTH SERVICES:**

By: _____

Exhibit "A"

BUSINESS ASSOCIATE AGREEMENT

A. GENERAL PROVISIONS AND RECITALS

1. The parties agree that the terms used, but not otherwise defined below in Paragraph B, shall have the same meaning given to such terms under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and their implementing regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations") as they may exist now or be hereafter amended.
2. The Parties agree that a business associate relationship under HIPAA, the HITECH Act, and the HIPAA regulations between the Provider and County arises to the extent that Providers perform, or delegates to subcontractors to perform, functions or activities on behalf of County that are described in the definition of "Business Associate" in 45 CFR § 160.103.
3. The County wishes to disclose to Provider certain information some of which may constitute Protected Health Information ("PHI"), as defined below in Subparagraph B.10, to be used or disclosed in the course of providing services and activities on behalf of the County.
4. The Parties intend to protect the privacy and provide for the security of PHI that may be created, received, maintained, transmitted, used, or disclosed in compliance with the applicable standards, implementation specifications, and requirements of HIPAA, the HITECH Act, and the HIPAA regulations as they may exist now or be hereafter amended.
5. The parties understand and acknowledge that HIPAA, the HITECH Act, and the HIPAA regulations do not pre-empt any state statutes, rules or regulations that are not otherwise pre-empted by other Federal law(s) and impose more stringent requirements with respect to privacy of PHI.
6. The Parties understand that the HIPAA Privacy and Security rules, as defined below in Subparagraphs B.9 and B.14, apply to the Provider in the same manner as they apply to a covered entity (County). Contract and the applicable standards, implementation specifications, and requirements of the Privacy and the Security rules, as they may exist now or be hereafter amended, with respect to PHI and electronic PHI created, received, maintained, transmitted, used, or disclosed pursuant to this Agreement.

B. DEFINITIONS

1. **"Administrative Safeguards"** are administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect electronic PHI and to manage the conduct of Provider's workforce in relation to the protection of that information.
2. "Breach" means the acquisition, access, use or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the PHI.
 - a. Breach excludes:
 - i. Any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of Provider or County, if such acquisition, access, or

- use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the Privacy Rule.
- ii. Any inadvertent disclosure by a person who is authorized to access PHI at Provider to another person authorized to access PHI at the Provider, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the HIPAA Privacy Rule
 - iii. A disclosure of PHI where Provider or County has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
- b. Except as provided in paragraph (a) of this definition, an acquisition, access, use or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule is presumed to be a breach unless Provider demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following factors:
- i. The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification.
 - ii. The unauthorized person who was the PHI or to whom the disclosure was made.
 - iii. Whether the PHI was actually acquired or viewed; and
 - iv. The extent to which the risk to the PHI has been mitigated.
3. "Data Aggregation" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR §164.501.
 4. "Designated Record Set" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.
 5. "Disclosure" shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.
 6. "Health Care Operations" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR §164.501.
 7. "Individual" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502 (g)
 8. "Physical Safeguards" are physical measures, policies, and procedures to protect PROVIDER's electronic information system and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion.
 9. "The HIPAA Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subpart A and E.
 10. "Protected Health Information" or "PHI" shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.
 11. "Required by Law" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.103.
 12. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.
 13. "Security Incident" means attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. "Security Incident" does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts to penetrate computer networks or servers maintained by Provider.
 14. "The HIPAA Security Rule" shall mean the Security Standards for the Protection of electronic PHI at 45 CFR Part 160, Part 162, and Part 164, subparts A and C.

15. "Subcontractor" shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.
16. "Technical Safeguards" means the technology and the policy and procedures for its use that protect electronic PHI and control access to it.
17. "Unsecured PHI" or "PHI that is unsecured" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary of Health and Human Services in the guidance issued on the HHS Web site.
18. "Use" shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

C. OBLIGATIONS AND ACTIVITIES OF PROVIDER AS BUSINESS ASSOCIATE

1. Provider agrees not to use or further disclose PHI County discloses to Provider other than as permitted or required by this Business Associate Attachment or as required by law.
2. Provider agrees to use appropriate safeguards, as provided for in this Business Associate Attachment to prevent use or disclosure of PHI County discloses to Provider or Provider creates, receives; maintains, or transmits on behalf of County other than as provided for by the Business Associate Attachment.
3. Provider agrees to comply with the HIPAA Security Rule at Subpart C of 45 CFR Part 164 with respect to electronic PHI County discloses to Provider or Provider creates, receives, maintains, or transmits on behalf of County.
4. Provider agrees to mitigate, to the extent practicable, any harmful effect that is known to Provider of a Use or Disclosure of PHI by Provider in violation of the requirements of this Business Associate Attachment.
5. Provider agrees to report to County immediately any Use or Disclosure of PHI not provided for by this Business Associate Attachment of which Provider becomes aware. Provider must report Breaches of Unsecured PHI in accordance with Paragraph E below and as required by 45 CFR § 164.410.
6. Provider agrees to ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of Provider agree to the same restrictions and conditions than apply through this Business Associate Attachment to Provider with respect to such information.
7. Provider agrees to provide access, at the request by County, and in the time and manner designated by County, to PHI in a Designated Record Set (if such exists), to County or, as directed by County, to an individual in order to meet the requirements under 45 CFR § 164.524.
8. Provider agrees to make any amendment(s) to PHI in a Designated Record Set that County directs or agrees to pursuant to 45 CFR § 164.526 at the request of County or an Individual, and in the time and manner designated by County. Provider agrees to notify County in writing no later than ten (10) calendar days after said amendment is completed.
9. Provider agrees to make internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI received from or created or received by Provider on behalf of County available to County and the Secretary for the purpose of the Secretary determining County's compliance with the HIPPA Privacy Rule.

10. Provider agrees to document any Disclosure of PHI County discloses to Provider or Provider creates, receives, maintains, or transmits on behalf of County, and make information related to such Disclosures available as would be required for County to respond to a request by an individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528.

11. Provider agrees that to the extent Provider carries out County's obligation under the HIPAA Privacy and/or Security rules Provider will comply with the requirements of 45 CFR Part 164 that apply to County in the performance of such obligation.

12. Provider shall work with County upon notification by Provider to County of a Breach to properly determine if any Breach exclusions exist as defined in Subparagraph B.2.a above.

D. SECURITY RULE

1. Provider shall comply with the requirements of 45 CFR § 164.306 and establish and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with 45 CFR § 164.308, § 164.310, § 164.312, and § 164.316 with respect to electronic PHI County discloses to Provider or Provider creates, receives, maintains, or transmits on behalf of County. Provider shall follow generally accepted system security principles and the requirements of the HIPAA Security Rule pertaining to the security of electronic PHI.
2. Provider shall ensure that any subcontractors that create, receive, maintain, or transmit electronic PHI on behalf of Provider agree through a Contract with Provider to the same restrictions and requirements contained in this Paragraph D of this Business Associate Contract.
3. Provider shall report to County immediately any Security Incident of which it becomes aware. Provider shall report Breaches of Unsecured PHI in accordance with Paragraph E below and as required by 45 CFR § 164.410.

E. BREACH DISCOVERY AND NOTIFICATION

1. Following the discovery of a Breach of Unsecured PHI, Provider shall notify County of such Breach, however both Parties agree to a delay in the notification if so, advised by a law enforcement official pursuant to 45 CFR § 164.412.
 - a. A breach shall be treated as discovered by Provider as of the first on which such Breach is known to Provider or, by exercising reasonable diligence, would have been known to Provider.
 - b. Provider shall be deemed to have knowledge of a Breach, if the Breach is known, or by exercising reasonable diligence would have known, to any person who is an employee, officer, or other agent of Provider, as determined by federal common law of agency.
2. Provider shall provide the notification of the Breach immediately to the County Privacy Officer at:

Sara Moore, ICBHS Privacy Officer
202 N. Eighth Street
El Centro, CA 92243
SarahMoore@co.imperial.ca.us

a. Provider's notification may be oral but shall be followed by written notification within 24 hours of the oral notification.

3. Provider's notification shall include, to the extent possible:

- a. The identification of each individual whose Unsecured PHI has been, or is reasonably believed by Provider to have been, accessed, acquired, used, or disclosed during the breach.
- b. Any other information that County is required to include in the notification to Individual under 45 CFR § 164.404(c) at the time Provider is required to notify County or promptly thereafter as this information becomes available, even after the regulatory sixty (60) day period set forth in 45 CFR § 164.410 (b) has elapsed, including:
 - (1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known.
 - (2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved).
 - (3) Any steps individuals should take to protect themselves from potential harm resulting from the Breach.
 - (4) A brief description of what Provider is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any future Breaches; and
 - (5) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll —free telephone number, an e-mail address, Web site, or postal address.

4. County may require Provider to provide notices to the individual as required in 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the County.

5. In the event that Provider is responsible for a Breach of Unsecured PHI in violation of the HIPAA Privacy Rule, Provider shall have the burden of demonstrating that Provider made all notifications to County consistent with this Paragraph E and as required by the Breach notification regulations, or in the alternative, that the acquisition, access, use, or disclosure of PHI did not constitute a Breach.

6. Provider shall maintain documentation of all required notifications of a Breach or its risk assessment under 45 CFR § 164.402 to demonstrate that a breach did not occur.

7. Provider shall provide to County all specific and pertinent information about the Breach. Including the information listed in Section E.3.b.(1)-(5) above, if not yet provided, to permit County to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as practicable, but in no event later than fifteen (15) calendar days after Provider's initial report of the Breach to County pursuant to Subparagraph E.2 above.

8. Provider shall continue to provide all additional pertinent information about the Breach to County as it may become available, in reporting increments of five (5) business days after the last report to County. Provider shall also respond in good faith to any reasonable requests for further information, or follow-up information after report to County, when such request is made by County.

9. Provider shall bear all expenses or other costs associated with the Breach and shall reimburse County for all expenses County incurs in addressing the Breach and consequences thereof, including costs of investigation, notification, remediation, documentation, or other costs associated with addressing the Breach.

F. PERMITTED USES AND DISCLOSURES BY PROVIDER

1. Provider may use or further disclose PHI County discloses to Provider as necessary to perform functions, activities, or services for, or on behalf of, County as specified in this Agreement, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done by County except for the specific Uses and Disclosures set forth below:
 - a. Provider may use PHI County discloses to Provider, if necessary, for the proper management and administration of Provider.
 - b. Provider may disclose PHI County discloses to Provider for the prop c; management and administration of Provider or to carry out the legal responsibilities of Provider, if:
 - i. The Disclosure is required by law; or
 - ii. Provider obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person and the person immediately notifies Provider of any instances of which it is aware in which the confidentiality of the information has been breached.
 - c. Provider may use or further disclose PHI County discloses to Provider to provide Data Aggregation services relating to the Health Care Operations of Provider.
2. Provider may use PHI County discloses to Provider, if necessary, to carry out legal responsibilities of Provider.
3. Provider may use and disclose PHI County discloses to Provider consistent with the minimum necessary policies and procedures of County.
4. Provider may use or disclose PHI County discloses to Provider as required by law.

G. OBLIGATIONS OF COUNTY

1. County shall notify Provider of any limitation(s) in County's notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Provider's Use or Disclosure of PHI.
2. County shall notify Provider of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect Provider's Use or Disclosure of PHI.
3. County shall notify Provider of any restriction to the Use or Disclosure of PHI that County has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Provider's Use or Disclosure of PHI.
4. County shall not request Provider to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Rule if done by County.

H. BUSINESS ASSOCIATE TERMINATION

1. Upon County's knowledge of a material breach or violation by Provider of the requirements of this Business Associate Attachment, County shall:
 - a. Provide an opportunity for Provider to cure the material breach or end the violation within thirty (30) days; or
 - b. Immediately terminate the Agreement, if Provider is unwilling or unable to cure the material breach or end the violation within thirty (30) days.
2. Upon termination of the Agreement, Provider shall either destroy or return to County all PHI Provider received from County or Provider created, maintained, or received on behalf of County in conformity with the HIPAA Privacy Rule. This provision shall apply to all PHI that

is in the possession of Subcontractors or agents of Provider. Provider shall retain no copies of the PHI.

3. In the event that Provider determines that returning or destroying the PHI is not feasible, Provider's; all provide to County notification of the conditions that make return or destruction infeasible. Upon determination by county that return, or destruction of PHI is infeasible, Provider shall extend the protections of this Business Associate Contract to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for as long as Provider maintains such PHI.
4. The obligations of this Business Associate Attachment shall survive the termination of the Agreement.

ALMS UNDERGROUND CONST., INC.**Proposal**

38703 Vista Drive

Cathedral City, CA 92234

Ca. Lic. 482180 Ph: (760) 324-1911

Fax: (760) 324-9541 Cell: (760) 578-1510

Almsunderground@gmail.com

Proposal No. 20230517B

Amended August 17, 2023

Date: May 17, 2023

Proposal Submitted To**Work to be Performed At**

Name	Salton Community Services District c/o Emmanuel Ramos		Owner	
Street			Street	2872-2882 Crystal Lake Ave
City / State			City / State	Salton City
Telephone	760-394-4446 office	760-890-8696 cell	Email	eramos@saltoncsd.ca.gov

We herby propose to furnish all the materials and perform all the labor necessary for the completion of:

Remove approx. 310 ft of existing 12-inch sewer main and 2 laterals.

Install owner – provided 12-inch SDR 35 pipe and (2) 4-inch laterals. We disclaim any flaws in pipe.

We will lay pipe as straight and on grade as well as possible, but District may have to tolerate unavoidable curves in pipes.

We may elect to leave ditch open overnight. If so, we will fence off the area and provide trench plates for 1 driveway.

We provide traffic control, trench safety, and compacted backfill, but no testing.

We provide 4 in. bypass on surface, fed by 4 inch trash pump. Pump to be provide by, watched, and tended to after hours by District personnel.

We perform air test. District to perform video.

Sewer main is understood to be 7.5 to 8.5 ft deep.

Prevailing wage does not apply.

In the event of any action arising out of this agreement, the prevailing party will be entitled to reasonable attorney's fees. All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of

Total (\$92,500.00)

With payments to be made as follows:

10% Deposit, Balance due upon completion of job.

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work are in effect for Alms Underground Const.

"NOTICE TO OWNER"

(Section 7019---Contractors License Law)

Under the Mechanics' Lien Law, any contractor, subcontractor, laborer, material man or other person who helps to Improve you property and is not paid for his labor, services or material, has a right to enforce his claim against your property.

Under the law, you may protect yourself against such claims by filing, before commencing such work or improvement, an original contract for the work of improvement or a modification thereof, in the office of the county recorder of the county where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall be in an amount not less than fifty percent (50%) of the contract price and shall, in addition to any conditions for the performance of the contract, be conditioned for the payment in full of the claims of all persons furnishing labor, services, equipment or materials for the work described in said contract.

Respectfully submitted

Douglas Alms

Per

Alms Underground Construction, Inc.

State License No. 482180 – C-42, C-21

All bills not paid within 30 days of invoice date are subject to 1 1/2% per month interest.

Note –This proposal may be withdrawn by us if not accepted within: 30 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as

specified. Payment will be made as outlined above.

Accepted:

Date:

Signature:

Date:

Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors State License Board, [3132 Bradshaw Road,] Sacramento, California. [Mailing Address: P.O. Box 26000, Sacramento, California 95826.]



Proposal #221056

Date: 8/24/2023

Customer:

Emmanuel Ramos
Salton Community Services
District
1209 Van Buren Avenue, Suit #1
P.O Box 5268
Salton City, CA 92275

Service Address:

Desert Shores Community Park
1-31 Palm Dr
Thermal, CA, CA 92274

Desert Shores Soccer Park

Soccer Park Phase 1:

Perform a complete project of irrigation and sod installation for Desert Shores Soccer Park in accordance to

'Landscape Construction Plans: Desert Shores Soccer Park' dated June 20, 2023, provided by PlanIT Print Works.

Total \$267,035.00

Notes:

- Provide all labor, materials, and equipment rentals to complete the work as outlined in the project specification and contract documents for Project No. 1, Desert Shores Soccer Park.
- This proposal includes the cost of 90-day maintenance.

Services Billed - Fixed Price on Completion

Description of Services	Total Cost
Soccer Park	\$267,035.00
Total	\$267,035.00

*Applicable taxes will be included on invoice.

By _____
Robert Urrutia
Date August 24, 2023

Conserve LandCare, LLC

By _____
Date _____
**Salton Community Services
District
Proposal 221056**

TERMS & CONDITIONS

SECTION 1 – GENERAL:

The following terms and conditions (the "Terms") apply to and govern all services ("Services") provided by Sperber Landscape Companies, LLC and its subsidiaries (collectively, "Contractor") for the benefit of client and its affiliates (collectively, "Customer") pursuant to any accepted statement of work, order, purchase order or proposal or any other agreement between the parties (each, a "SOW"). Any capitalized terms used herein have the same meanings as in the applicable SOW unless separately defined herein. These Terms shall be effective as of the date set forth on the first SOW. Notwithstanding anything to the contrary, Contractor shall have the right to reject any statement of work, order, purchase order, proposal or other document issued by Customer in Contractor's sole and absolute discretion.

SECTION 2 – TERMS OF PAYMENT:

Notwithstanding anything else to the contrary, all payments due hereunder shall be made to Contractor within thirty (30) days of Customer's receipt of an invoice from Contractor or as otherwise provided for in each applicable written SOW. If Customer fails to pay any amount due hereunder and such amounts remain due and outstanding for more than fifteen (15) days after such payments are due, Customer shall pay interest at the rate of 1.5% per month (or the maximum allowed by law if less) on such past due amount from the due date thereof until the payment date. If Customer's account is past due, Contractor may, with written notice, suspend its obligation to perform Services until payment has been satisfied. During the period of such suspension, Customer agrees and understands that Contractor will not be liable for any costs or damages incurred by Customer, including but not limited to consequential damages to Customer or any other party that may arise from or be related to such suspension of Services. Customer agrees to pay all reasonable attorney's fees and all other costs incurred by Contractor to collect any past due amounts and related interest.

At the end of the initial term set forth in this SOW, the contract pricing will automatically include a 3% increase for each succeeding one (1) year term, unless renegotiated in writing.

Liens Rights: Customer understands and acknowledges that persons or companies furnishing labor and materials for the improvement on Customer's real property may have lien rights on Customer's real property (including, for the avoidance of doubt, any buildings located thereon), if such persons or companies are not paid for furnishing such labor and materials (collectively, "Lien Claimants"). Lien Claimants may include Contractor, any other party who contracts directly with Customer, or any party who gives Customer notice within sixty (60) days after such party first furnishes labor or materials for the improvement of Customer's real property. Customer further acknowledges and agrees to provide any notices received from any Lien Claimants to Customer's mortgage lender (the "Lender"). In addition, Contractor agrees to cooperate with Customer and the Lender with respect to the timely payment of all potential Lien Claimants solely resulting from the Services.

SECTION 3 – SOW TERM AND TERMINATION:

The term of each SOW, as specified in such SOW, shall automatically renew for continuous succeeding one (1) month terms, unless terminated in accordance with these Terms or such SOW or if either party provides a written notice of non-renewal of such SOW at least thirty (30) days prior to the expiration of the then current term to the other party.

Contractor shall have the right to terminate any SOW by written notice to Customer at any time if Customer fails to comply with any material provision of these Terms or any SOW and Customer does not cure such breach (i) within fifteen (15) days of written notice from Contractor in the case of any failure to make any payment, or (ii) within sixty (60) days of written notice from Contractor in the case of any other failure to comply. To the extent the sixty (60)-day cure period only applies, Contractor cannot withhold or suspend services scheduled to be performed such sixty (60) day cure period.

Customer shall have the right to terminate any SOW by written notice to Contractor at any time if Contractor breaches any of its material obligations hereunder and does not cure such breach within sixty (60) days of written notice from Customer of such breach.

In the event of termination of an SOW, Customer shall pay Contractor (i) all amounts related to such SOW due through the effective date of the termination, (ii) any monies due for regular monthly scheduled maintenance related to such SOW, (iii) any monies due for Services related to such SOW performed on or prior to the effective date of the termination, and (iv) any other amounts or fees set forth in such SOW (including, but not limited to, any termination fees). Contractor shall not be entitled to

payment for any Services provided pursuant to such SOW that were not performed substantially in accordance with the specifications and provisions of such SOW.

SECTION 4 – RIGHT TO REMEDY:

In the event Customer becomes dissatisfied with the Services, Customer must notify Contractor of such deficiencies in writing. Within sixty (60) days of written notice from Customer of Customer's dissatisfaction, Contractor has the right to remedy all deficient Services to the satisfaction of Customer's reasonable expectations and within the parameters of the SOW deliverables and acceptable industry practices.

SECTION 5 – LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES:

Contractor shall not have any liability related to any of the following:

- (i) Death or decline in plant materials (a) due to improper selection, placement, or planting, or (b) not provided by Contractor;
- (ii) Damage or disease due to (a) improper irrigation not under the control of Contractor, (b) lack of water, or (c) irrigation in accordance with irrigation restrictions;
- (iii) Exposed cables/wires or irrigation components/lines normally located below the surface;
- (iv) Flooding, storm, snow, wind, fire, lightning, cold, pandemic or other Act Of God or similar causes;
- (v) Damage caused by or to any item hidden in the landscape and not clearly guarded or marked; and
- (vi) Damage due to vandalism.

In no event shall either party be liable to the other for any special, incidental, indirect, consequential or contingent damages whatsoever, including, without limitation, loss of profits, injuries to property, whether or not such party has been advised of the possibility of such a loss, or whether the claim is for breach of contract, tort, breach of warranty, negligence or otherwise. The essential purpose of this section is to limit the potential liability of the parties arising out of these terms, the SOWs and the services provided thereunder. Customer acknowledges and agrees that its sole and exclusive remedy for any claim or damage arising from or otherwise related to these terms, any SOW or the services, whether in contract or in tort, shall be limited to the recovery of the lesser of: (A) The amount of actual direct monetary loss suffered by customer, or (B) The actual amount paid by customer to contractor for the specific services from which the customer's claim or damages allegedly arose during the shorter of (i) The term of the applicable SOW, or (ii) The three (3) month period prior to the date on which the subject breach allegedly occurred. Except for any warranties set forth in a written SOW, Contractor makes no representations or warranties, whether written, oral, express or implied, with respect to the Services, and each party hereby expressly disclaims any and all implied warranties, including the warranties of merchantability and fitness for a particular purpose. Customer acknowledges and agrees that Contractor would not enter into these Terms or any SOW for the consideration given by Customer but for the limitations of liability and damages contained in these Terms, and that the right to receive the Services in exchange for the limitations in these Terms and the other consideration given by Customer for the Services constitute a bargain that is fair and reasonable.

SECTION 6 – INDEMNIFICATION:

Customer shall protect, indemnify, defend and hold Contractor and its owners, members, managers, officers, independent contractors, employees, sub-contractors and agents (collectively, the "Contractor Parties") harmless from and against any and all claims, liabilities, demands, causes of action, losses or damages (including without limitation all liability for personal injury, property damage or commercial loss) and all costs and expenses (including without limitation attorneys' fees) (collectively, "Losses") incurred in connection therewith that may be asserted against or incurred by any of the Contractor Parties in connection with (i) Contractor's provision of the Services, (ii) Customer's breach of any SOW or these Terms, or (iii) any act, omission or misrepresentation of Customer or Customer's employees or agents.

Notwithstanding the foregoing, the parties agree that the Contractor is an independent contractor and that the Owner/Customer shall have no liability due to injury to the Contractor or Contractor's agents or employees, unless such injury was caused in whole or in part by the Owner's/Customer's negligence.

SECTION 7 – PERMITS AND INSURANCE:

Contractor shall have any and all necessary permits, certificates and licenses required by the state and locality in which the property is located to perform the work set forth in each applicable SOW. Contractor shall produce and provide all such permits, certificates and licenses at the request of Customer to Customer or Customer's property manager. Furthermore, Contractor shall have all required Workman's Compensation Insurance coverage and Liability Insurance coverage (see below). Contractor also shall pay all local, state and federal taxes including sales and use taxes for the work set forth in each SOW. The parties agree that, at all times during the term of each SOW, Contractor will keep in force, with an insurance company licensed to do business in Florida, the following policies:

Workers' Compensation Insurance: Coverage shall be provided as required by the state in which the property is located, subject to statutory limits, and Employer's Liability insurance with limits of no less than \$100,000 per accident for bodily injury or disease.

Commercial General Liability Insurance: Coverage shall be written on a form at least as broad as the Insurance Services Office (ISO) Form CG 00 01 covering Commercial General Liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Customer shall be covered by this policy as an Additional Insured on a primary and non-contributory basis, utilizing endorsements at least as broad as the combination of ISO Form CG 20 10 04 13 for Ongoing Operations and ISO Form CG 20 37 04 13 for Products and Completed Operations.

Commercial Automobile Liability Insurance: Coverage shall be written on a form at least as broad as ISO Form CA 00 01, covering any automobile owned or hired by Contractor as well as non-owned automobiles used in connection with any SOW, subject to combined single limit of no less than \$500,000. Customer shall be covered by this policy as an Additional Insured on a primary and non-contributory basis.

All policies shall include a waiver of subrogation in favor of Customer and shall provide that coverage will not be cancelled without thirty (30) days prior written notice to Customer. Coverage may be cancelled without thirty (30) days prior written notice to Customer only if such policy is cancelled due to Contractor's non-payment of policy premiums.

SECTION 8 – NOTICES:

Any notices or other communications required or permitted hereunder or in connection with any SOW shall be in writing, and shall be deemed effectively given on the date when personally delivered, sent by express courier, or deposited in the mail, registered or certified, postage prepaid, return receipt requested, addressed to the party to be served, to the applicable address set forth on the applicable SOW, unless such party has provided an updated address to the other party pursuant to the provisions of this section.

SECTION 9 – MATERIALS, TOOLS AND CLEAN-UP:

Contractor shall be responsible for the security and welfare of Contractor's tools, construction equipment, vehicles, machinery and materials (collectively, "Equipment") while on Customer's property. All Equipment shall be safely and properly used and stored while on Customer's property.

All debris and waste materials produced by Contractor in the performance of the Services ("Waste") will be removed at the end of each day before Contractor departs from the property, so long as the weather permits. Contractor shall keep Customer's and any adjoining property free from accumulation of any Waste. Additionally, during Contractor's course of engagement and solely with respect to the performance of its Services, Contractor shall maintain free, clear and unobstructed egress and ingress with respect to Customer's property.

At the completion of the applicable Services under each SOW, Contractor shall remove from Customer's property all Waste and Equipment, and return all affected areas of the property to a "broom clean" condition. If Contractor fails to diligently proceed with the clean-up set forth in the preceding sentence within three (3) business days after receipt of a properly delivered notice from Customer described such failure, Customer may proceed with such clean-up and Contractor shall be responsible for the reasonable fees paid by Customer for such clean-up.

SECTION 10 – OTHER SERVICES:

Any Services not stated in a written SOW can be accomplished by Contractor at an additional charge to be negotiated by the parties before such Services are performed. Contractor shall obtain Customer's prior written approval before commencing any Services not stated in a written SOW or any Services which will result in any additional charge to Customer not contemplated in a written SOW.

SECTION 11 – PROFESSIONAL DEMEANOR:

All of Contractor's employees shall each wear identifying shirts, jackets or vests while on Customer's property. A foreman will be on the job supervising Contractor's employees at all times. No employee of Contractor shall directly or indirectly accept payment or compensation for any Services from any homeowner that is not a customer covered under any SOW from Customer.

SECTION 12 – CERTAIN COMMUNICATIONS:

The Terms of this section shall only apply when Customer is a property manager. Customer shall set up a procedure for comments by the residents which will then be promptly transmitted to Contractor. All related communications from Contractor shall be submitted to the property manager.

SECTION 13 – EMERGENCIES:

Contractor agrees to respond to all emergency situations within twenty-four (24) hours, and all other situations within two (2) business days after notification thereof. Contractor will respond with either written or verbal acknowledgement of the situation and provide Contractor's "plan of action". In order to proceed with any "plan of action," Contractor must receive Customer's written approval to proceed on such basis.

SECTION 14 – MISCELLANEOUS:

These Terms and each SOW shall be governed by, and construed and enforced in accordance with, the laws of the state of Delaware, without regard to the conflict-of-laws provisions of such state. Any civil action or legal proceeding shall be brought in the courts of record in the county in which the property is located. Customer and Contractor consent to the jurisdiction of such court in any such civil action or legal proceeding and waive any objection to the laying of venue of any such civil action or legal proceeding in such court. Contractor is an independent contractor of Customer, and these Terms and the SOW(s) shall not be deemed to create a partnership, joint venture or employment relationship. Contractor's obligation to perform Services hereunder shall be excused without liability when prevented by any act or condition beyond its reasonable control (including pandemic). Failure by a party to require performance by the other party or to claim a breach shall not be construed as a waiver of any right. These Terms shall be binding upon, inure to the benefit of, and be enforceable by Customer, Contractor and Contractor's respective legal representatives, successors and permitted assigns. Unless otherwise provided by these Terms, Customer and Contractor may not change or modify these Terms except by a writing making specific reference to these Terms signed by both parties. Customer shall not assign these Terms and/or any SOW without the prior written consent of Contractor which shall not be unreasonably withheld or delayed. The SOW(s) and these Terms represent the entire agreement between Customer and Contractor with regard to the subject matter therein and hereof, and supersede and terminate all prior oral or written agreements, understandings and/or representations between the parties. If there is a conflict between the terms of these Terms and any SOW, these Terms shall control. The provisions of these Terms shall survive any termination of any SOW.



Date: 8/16/2023

Contact:

Emmanuel Ramos

Service Address:

Salton Community Services District
1209 Van Buren Avenue, Suite 1
Salton City, CA 92274

Project No. 1 Phase 1, Desert Shores Soccer Park

Soccer Field Project, Phase 1

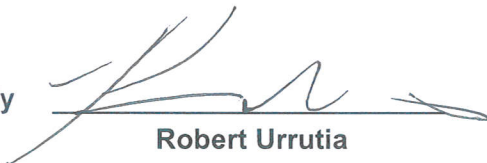
Perform a complete project of irrigation and sod replacement for Desert Shores Soccer Park in accordance to "Landscape Construction Plans: Desert Shores Soccer Park" dated June 20, 2023, provided by PlanIT Print Works.

Provide all labor, materials and equipment rentals to complete the work as outlined in the project description as shown in the project specifications and contract bid documents for Project No. 1, Desert Shores Soccer Park.

Total \$267,035.00

Subtotal	\$267,035.00
Tax	\$0.00
Total	\$267,035.00

By


Robert Urrutia

Date

August 16, 2023

Conserve LandCare, LLC

By

Date

Bid Schedule 1210-1

BASE BID:

ITEM NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	ITEM TOTAL
1	1 Mobilization	1	LS	\$ 58,401.00	\$ 58,403.00
2	2 Dust Control	1	LS	\$ 8,095.00	\$ 8,095.00
3	4 Soil Prep and Fine Grading	1	LS	\$ 23,856.00	\$ 23,856.00
4	4 Furnish and Install	1	LS	\$ 101,544.00	\$ 101,544.00
7	Landscaping per Plan				
5	4 Furnish and Install Irrigation 8 per Plan	1	LS	\$ 43,287.00	\$ 43,287.00
6	4 90-Day Landscape Maintenance	1	LS	\$ 31,850.00	\$ 31,850.00
SUB-TOTAL BASE BID – ITEMS 1 - 7					\$ 267,035.00

ADDITIVE ALTERNATIVE 1: District may approve any, all, or none of the following items


ITEM NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	ITEM TOTAL
1	2 Dust Control	1	LS	\$	\$
2	3 Soil Prep and Fine Grading	1	LS	\$	\$
3	4 Furnish and Install	1	LS	\$	\$
7	Landscaping per Plan				
4	4 Furnish and Install Irrigation 8 per Plan	1	LS	\$	\$
5	4 90-Day Landscape Maintenance	1	LS	\$	\$
SUB-TOTAL ADD ALTERNATIVE BID – ITEMS 1 - 6					\$

Bid Schedule 1210-2

GRAND TOTAL BASE BID PLUS ADDITIVE ALTERNATES:

Two hundred sixty-seven and thirty-five dollars (Words)
 Two hundred sixty-seven and thirty-five dollars (\$267,035.00) (Words) (Figures)

Bid Amount of each of the above Bid Items must be filled in and completed. It is understood that the quantities shown hereon are but estimates and the bidder is responsible to verify quantities prior to submitting a bid. Final payment will be based upon actual work performed, subject to such adjustments and alterations as elsewhere provided herein.


 Robert Urrutia
 (760) 898 9248

Signature of Bidder
 Name of Bidder
 Bidder Telephone Number

FIRST AMENDMENT TO AGREEMENT
Salton Community Services District
Desert Shores Community Park – Urban Greening Project

This First Amendment to Agreement (“First Amendment”) is made and entered this 30th day of August, 2023, by and between the **Imperial County Air Pollution Control District**, an air pollution control district formed and existing pursuant to California Health and Safety Code section 40002 (“**ICAPCD**”), and **Salton Community Services District** (“**SCSD**”), a California community services district formed and existing pursuant to Government Code §§ 61000 *et seq.* which owns and operates the Desert Shores Community Park (“**DSCP**”) (individually, “Party” collectively, “Parties”) shall be as follows:

RECITALS

WHEREAS, SCSD submitted a project request to the ICAPCD seeking funding assistance from ICAPCD for a community greening project consisting of layout of real grass at DSCP located at 57 Palm Dr., Desert Shores, CA 92274 (“Project”) in an attempt to mitigate PM₁₀ pollutants resulting from DSP; and resulting in a contract between the ICAPCD and DSCP. The contract is comprised of the Agreement for services between the ICAPCD and DSCP dated December 21, 2021 by and through Imperial County Minute Order No.: 16, hereinafter referred to as the (“Agreement”); and

WHEREAS, the Agreement may be amended by written agreement executed by duly authorized representatives by both Parties; and

WHEREAS, ICAPCD and SCSD agree to adjust the funding of the Agreement to December 21, 2021 accordingly; and

WHEREAS, the Parties desire to amend the Agreement according to the terms and in the manner set forth herein.

NOW THEREFORE, ICAPCD and SCSD agree as follows:

A. Section 8.1 of the Agreement shall be amended to read as follows:

“The total compensation under this Agreement shall not exceed **two hundred ninety-five thousand two hundred thirty-five dollars (\$295,235.00)**, unless otherwise previously agreed to by ICAPCD.”

1 **B.** All other terms and conditions are and will remain in full force and effect. There are no other
2 modifications express or implied except as herein provided.
3

4 **IN WITNESS WHEREOF**, the Parties have executed this First Amendment on the day and year
5 first above written.

6 **Imperial County Air Pollution**
7 **Control District:**
8

Salton Community District Services:

9 By: _____
10 Ryan E. Kelley, Chairman
11 Imperial County District Board of Directors

By: _____
Michelle Gilmore,
SCSD President

12 **ATTEST:**
13
14

15 By: _____
16 Blanca Acosta, Clerk of the District Board,
Imperial County Air Pollution Control District
17
18

19 **APPROVED AS TO FORM:**

20 Eric Havens
County Counsel
21

22 By: _____
23 County Counsel
24
25
26
27
28

RESOLUTION NO. 2023-08-30-01

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SALTON
COMMUNITY SERVICES DISTRICT ADOPTING A RECORDS RETENTION
POLICY**

WHEREAS, The Salton Community Services District is a Community Services District subject to the Community Service District Law, Government Code Section 61000 et seq.

WHEREAS, as public agency the District is subject to requirements for disclosure of records under the California Public Records Act, Government Code Section 7920 et seq.

WHEREAS, a Records Retention Policy defining the period of time that public records must be maintained is beneficial to guide staff regarding the time period that certain records regarding the public's business must be maintained and to assure that to public has access to various records for certain periods of time relevant to the records and in some cases in perpetuity;

WHEREAS, the District is in need of a new records retention policy to supersede prior versions and to assure that the records of the district are retained for the benefit of the public and to assure legal compliance in different areas of administration and management;

NOW, THEREFORE, BE IT RESOLVED that the Salton Community Services District adopts the Records Retention Policy attached hereto as Exhibit "A"; and

RESOLVED FURTHER, any Records Retention Policy of the District prior to the date of the Resolution shall be of no further force or effect;

PASSED AND ADOPTED by the Salton Community Services District at a regular meeting held on the 30th day of August 2023, by the following vote:

	YES	NO
Michelle Gilmore, President	_____	_____
Michael Friese, Vice President	_____	_____
Manuel H. Ramos, Director	_____	_____
Dale Johnson, Director	_____	_____
Lidia Sierra, Director	_____	_____

Michelle Gilmore, President of the Board of Directors

ATTEST:

Sonia Thania Garcia, Secretary of the Board of Director

EXHIBIT “A”
(ATTACH RECORDS RETENTION POLICY)

RECORDS RETENTION POLICY

The Salton Community Services District (District) adopts the following policy for the disclosure, retention, and destruction of District records:

PUBLIC RECORD ACCESS

Policy and Definitions

Policy: It is the policy of the District to open public records for inspection during normal business hours. Public records are all records of the District except those that are exempted from disclosure under the California Public Records Act (Government Code sections 6250 et seq.). The following sections present a summary of pertinent portions of the California Public Records Act for the convenience of District staff and the public. In the case of a conflict between this summary and the provisions of the California Public Records Act (Act), as the Act may be amended from time to time, the provisions of the Act supersede.

Public Records: Include any writing containing information relating to the conduct of the public's business prepared, owned, used or retained by the District regardless of physical form or characteristics.

Writing: Means any handwriting, typewriting, printing, photostatting, photographing, photocopying, transmitting by electronic mail or facsimile, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof, and any record thereby created, regardless of the manner which the record has been stored.

Records Exempt from Disclosure

In accordance with Government Code section 6254, the following is a list of common records that are exempt from disclosure and shall not be disclosed. These include, but are not limited to:

- a. Preliminary drafts, notes or interagency or intra-district memoranda which are not retained by the District in the ordinary course of business, provided that the public interest in withholding such records clearly outweighs the public interest in disclosure;
- b. Records pertaining to pending litigation to which the District is a party, or to claims made under the California Government Claims Act (Government Code section 810 et seq.) or pursuant to Division 3.6 of Title 1 of the Government Code, and all other relevant law, until such litigation or claim has been finally adjudicated or otherwise settled;

- c. Personnel, medical or similar files, the disclosure of which would constitute an unwarranted invasion of personal privacy, including any information protected by the Health Insurance Portability and Accountability Act of 1996 (HIPAA);
- d. Geological and geophysical data, plant production data and similar information relating to utility systems development, or market or crop reports, which are obtained in confidence from any person;
- e. Test questions, scoring keys and other examination data used to administer a licensing examination, examination for employment or academic examination;
- f. The contents of real estate appraisals or engineering feasibility estimates, and evaluations made for or by the District relative to the acquisition of property, or to prospective public supply and construction contracts, until such time as all of the property has been acquired or all of the contract agreements obtained, provided, however, the law of eminent domain shall not be affected by this provision;
- g. Information required from any taxpayer in connection with the collection of local taxes, which is received in confidence, and the disclosure of the information to other persons would result in unfair competitive disadvantage to the person supplying such information;
- h. Library and museum materials made or acquired and presented solely for reference or exhibition purposes;
- i. Records, the disclosure of which is exempted or prohibited pursuant to any other provisions of federal or state law, including but not limited to provisions of the Evidence Code relating to privilege;
- j. Documents prepared by local agencies (including the District) that assess the vulnerability of the local agency to terrorist attack or other criminal acts intended to disrupt the public agency's operations and that is for distribution or consideration in a closed session;
- k. Critical infrastructure information, as defined in section 131(3) of Title 6 of the United States Code, that is voluntarily submitted to the California Emergency Management Agency for use by that office, including the identity of the person who or entity that voluntarily submitted the information;
- l. Memoranda submitted to the District's Board of Directors by its legal counsel pursuant to Government Code section 11126 or section 54956.9 until the pending litigation has been finally adjudicated or otherwise settled. Such memoranda shall be protected by the attorney work-product privilege until the pending litigation has been finally adjudicated or otherwise settled;

- m. In order to protect against the risk of identity theft, the District shall redact social security numbers from records before disclosing them to the public;
- n. Records pertaining to a utility customer, except governmental or law enforcement agencies when appropriate, or unless disclosure is specifically required by law;
- o. The District is prohibited from allowing public access to trade secrets. "Trade secrets" as used in this context may include, but is not limited to, any formula or formulation, plan, pattern, process, tool mechanism, compound, procedure, production data, or compilation of information which is not patented, which is known only to certain individuals within a commercial concern who are using it to fabricate, produce, or compound an article of trade or a service having commercial value and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it; and
- p. All records, memoranda, correspondence, or writings of any kind submitted to or from the District or its Board of Directors by or to District's legal counsel pursuant to the attorney-client privilege.

Government Code section 6255 allows the District to withhold from inspection any record that is exempt under the express provisions of the Act, including those items set forth above, and further allows the District to withhold any other record if on the facts of the particular case the public interest served by not disclosing a record clearly outweighs the public interest served by disclosure of the record.

Procedures for Access to Public Records

The District General Manager shall determine whether the requested record is subject to inspection. If the request concerns the personnel file or personal information of an employee, or if the District General Manager is uncertain whether the record is exempt from disclosure under the Act, or whether on the facts of the particular case the public interest served by not disclosing the record clearly outweighs the public interest served by disclosure of the record, he/she shall consult with legal counsel for the District.

Inspection of public records shall be made only in the District offices and in a manner acceptable to the District, and no document shall be removed therefrom. A representative of the District may be present during the inspection of any records.

The District will make every effort to cooperate with the persons seeking to inspect documents; however, if the request is to inspect a substantial quantity of documents or documents not readily available, the District shall have a reasonable period of time to collect such records and may require the inspection of such records to take place at a future date or dates.

A request for a copy of an identifiable public record or information produced therefrom, or a certified copy of such record shall be accompanied by payment of a reasonable fee to cover the direct cost of copying the record.

The District will notify the requester in writing within 10 calendar days of the request, advising whether or not the agency has the records sought and whether they are wholly or partly available for disclosure, or if the District needs additional time to respond. The time for notice may be extended up to an additional 14 days in unusual circumstances – for example, where the District needs to search for and collect the requested records from field facilities or other offices, where the District needs to search for, collect, and examine voluminous records, or where the District needs to consult another agency or to compile data.

Computer Stored Information

Information that constitutes a public record does not lose its public record status because it is stored in a public agency's computer, pursuant to Government Code section 6252 (e) and (g). Records stored on the District's computer must be disclosed according to the provisions of the Public Records Act (Government Code section 6253.9).

Unless otherwise prohibited or restricted by law, where the District has information that constitutes an identifiable public record not exempt from disclosure that is in an electronic format, the District will make that information available in an electronic format when requested by any person. In addition, where applicable, the District will comply with the following:

- a. The District will make the information available in any electronic format in which it holds the information.
- b. The District will provide a copy of the electronic record in the format requested if the requested format is one that has been used by the District to create copies for its own use or for provision to other agencies. The charge to the requesting person shall be limited to the direct cost of producing a copy in an electronic format.

The District will charge the requesting party the cost of producing a copy of the record, including the cost to construct a record and the cost of programming and computer services necessary to produce a copy of the record, when either of the following applies.

- a. The District would be required to produce a copy of an electronic record and the record is one that is produced only at otherwise regularly scheduled intervals.
- b. The request would require data compilation, extraction, or programming to produce the record.
If the request is for information in other than electronic format, and the information also is in electronic format, the District may inform the requester that the information is available in electronic format.

The District need not release an electronic record in the electronic form in which it is held by the District if its release would jeopardize or compromise the security or integrity of the original record or of any proprietary software on which it is maintained.

Agendas of Public Meetings and Other Writings

Agendas of public meetings and other writings, with the exception of closed session materials, when distributed to all, or a majority of all, of the members of the Board of Directors by a member, officer, employee, or agent of such body, are public records under the Act as soon as distributed and shall be made available for public inspection.

Personnel Files and Access to Employee's Personal Information

Government Code section 6254, subdivision (c), exempts from disclosure personnel files, the disclosure of which would constitute an unwarranted invasion of personal privacy. To ensure privacy the following procedures are established:

- a. If an employee wishes to review his/her personnel file, this shall be done during business hours by appointment, and in the presence of the District General Manager.
- b. A paper copy of the material in the personnel file will be provided to the employee upon request.
- c. No person other than the employee, his/her authorized representative, his/her supervisor, human resources personnel and other management personnel with supervisory responsibility may look at an employee's personnel file, without the permission of the District General Manager.
- d. The information in the employee file is property of the District and shall be maintained in a confidential manner.
- e. Third-party requests for information and/or records concerning employees will be referred to the District General Manager.
- f. No information shall be divulged to a third party unless the identity of the requester and his or her legal authority for viewing the specific documents requested, are verified to the satisfaction of the District General Manager.
- g. Requests for employee information from organizations that have the legal right and authority to obtain this information are handled as follows:
 1. Requests from government agencies and federal or state courts will be referred to District legal counsel.

2. Requests from federal, state, county, and municipal tax units, concerning employees' earnings, are referred to the District General Manager for review and approval.
3. Subpoenas or other requests having the force of legal compulsion shall be forwarded to the District General Manager and will be referred to District legal counsel. The employee will be notified that the District is compelled to supply the requested items.

Any other requests for personal information concerning employees will be denied unless the employee gives written permission to release specific information. The employee's written authorization will be reviewed by the District General Manager prior to release of any information, unless the written authorization is to release special information for credit references, loans, or mortgages.

Response Procedure for Non-Existing Records

A public agency is not required to create a record that does not exist. Where the District has no specifically responsive public record, but does have sufficient information, the best course is to do the best job possible to provide sufficient information for the requester to satisfy his/her inquiry. Such an instance requires the balancing of the burden of producing the information against the public interest served by disclosure per Government Code section 6255.

Reproduction Costs for Public Records

Public records that can be reasonably reproduced shall be copied for the public at a charge not to exceed the actual cost of providing the copy. Government Code section 6253 permits the District to require the payment of fees covering the "direct costs of duplication, or a statutory fee, if applicable."

The District's schedule of charges shall be as follows:

<u>Type of Copy</u>	<u>Charge</u>
Photocopy 8-1/2" x 11" or 8-1/2" x 14"	\$0.25 per page
Photocopy larger than 8-1/2" x 14"	\$1.20 per page
Electronic duplications - All sizes	\$0.25 per page

If the request necessitates making copies for which the District does not have reproduction equipment, or if the volume of copying required would, in the opinion of the District, impose too great a burden on District personnel and/or equipment, the District may elect to have the copying done by a third-party provider, on-site or off-site, and the requester shall pay the actual cost to the District of such third-party copying service.

Dissemination of Information Concerning the District

In order to establish an accurate and single-source contact point where the public and media may obtain information concerning the District, the policy of the District is that all questions regarding access to District records will be referred to the District General Manager or other personnel designated by the District General Manager. All public or media information will be coordinated with the District General Manager or designated personnel, including discussions held with the public or media, tours, slide or movie presentations, etc.

RECORDS RETENTION AND DESTRUCTION

Original documents, writings, and other forms of information produced or acquired by employees in the course of their duties shall be the exclusive property of the District, and employees shall have no expectation of privacy with respect to such materials.

Goals of Records Retention Schedule

Pursuant to Government Code section 60201, subdivision (b)(2), the goals of the District in creating this Schedule are to:

- Optimize records volume
- Improve storage and retrieval systems
- Improve employee productivity
- Identify and protect vital records
- Continue to meet legal requirements
- Protect the organization, personnel, and the public

Retention and Destruction of Documents

All records identified in the Records Retention Schedule shall be retained in original or scanned form in the District offices for the number of years indicated in the column designated "Retention Period (Years)."

Each document scheduled for destruction shall, prior to destruction, be reviewed by the District General Manager or Office Manager and shall be retained if either determines that the document has continuing value or use by reason of litigation, relationship to a continuing project, or any other valid reason.

Upon determination of records eligible for destruction, a Records Disposition Form shall be completed by office staff and approved by the District General Manager. This approval shall occur BEFORE the records are destroyed. Once approved, the records shall be properly destroyed, signed off and the completed form shall be returned to the Office Manager for permanent retention.

The Schedule has guidelines for the appropriate retention of numerous types of records. If, after consulting this policy and the schedules attached, there exists a question regarding the proper disposition or retention of a particular document or series of documents, it shall be the responsibility of the District General Manager or other employee in possession of the document, to work in conjunction with the Office Manager to determine the proper disposition of the item(s). Since this policy is designed to facilitate the routine, orderly and timely archiving or disposition of documents by District staff, if it becomes apparent that this policy fails to address certain classes of documents, this should be brought to the immediate attention of the District General Manager for appropriate action and correction.

Other Terms

As used in this policy, the following terms are defined as follows:

Active Record: a record referred to in the general conduct of current District business, and is retained by the District.

Citation: the legal basis for a retention period.

Duplicate Record: a record that is a copy of an original record.

Historical Record: a record that is valuable to future researchers in that it documents accomplishments, changes, and growth of the District.

Inactive/Archived Record: a record that is no longer referred to in the general conduct of current District business but is still accessible.

Non-record: any writing which is not within the definition of "Record" (Drafts, working copies, information produced by other agencies, etc.).

Retention Period: the length of time that a particular record series shall be retained by the District before it is destroyed in accordance with the Retention Schedule.

Retention Schedule: the schedule of record series which are prepared, owned, used, or retained by the District, and which identifies a minimum retention period for each category of record. The Retention Schedule is subject to the approval of the Board of Directors and may be amended from time to time by resolution.

Transitory Writing: any writings that are preliminary drafts, notes, interagency or intra-agency memoranda that are not retained in the ordinary course of business. Generally, information contained on a transitory record has transitory value as the information is only used for a short period of time, or as reference material.

Vital Record: a record that is needed to continue or resume basic District operations in the event of a disaster. For example, an NPDES Permit, meeting minutes, or Board resolutions.

Record	Examples	Vital	Retention Period (Years)	Citations/Sources Considered	Comments
Accounts Payable	Update listing, check register, void check reports, unclaimed checks, vendor and contractor payments; records of employee contributions and District payments for deferred comp.		Current + 7	GC34090;	
Acquisitions/Dispositions of Real Property	Supporting documents related to the sale, purchase, exchange, lease or rental of property by District such as title reports and prelims.	X	Permanent	GC34090(a); GC6254	
Agency Logo	The image identifying the District.	X	Permanent		Historical

Agendas and Agenda Packets (Brown Act Bodies)	Agendas, board memo communications and attachments, supplemental information, and any other documents published with the meeting packet or provided at the meeting, including minutes.	X	Permanent	GC34090	
As-Built drawings	Capital Improvement Plans, City of		Permanent	GC34090(a);	
Audit - Annual	Official audit report.	X	Permanent	GC34090	
Audit Work Papers	Schedules and supporting documentation.		Current + 10	GC34090	
Backflow Prevention	Correspondence related to installation of a BPD including initial and annual notification letters.		Permanent		

Banking	Bank statements, reconciliations, cancelled/voided checks, check register.		Current + 10	GC34090;	
Bids & Proposals (Successful)	Awarded Bids, Requests for		Project Award + 10	GC34090;	
Bids & Proposals (Unsuccessful)	Submitted, but not awarded		Project Award + 2	GC34090(d);	
Bonds	Notary Public, Public Official, General Crime, and Public Employee bonds.		Current + 10	GC34090	
Budget Document	Final version of document.	X	Current + 10	GC34090	
Budget Work Papers	Schedules and supporting documentation for budget.		Current + 3	GC34090	

California Environmental Quality Act (CEQA)	Environmental documents, mailing lists, board memos, Exemptions, Environmental impact report, mitigation monitoring, negative declaration, notices of completion and determination, comments, and statements of overriding considerations.		Permanent	GC34090(a); CEQA	
Cash Receipts	Includes receipt transaction/batch report, deposit slips, and merchant activity.		Current + 4	GC34090	
Claims (Excluding Workers Comp)	Overflow, third party		Completion + 5	GC34090; GC25105.5	
Classification & Compensation	Includes classification studies, wage rate tables, and compensation surveys.		Permanent	GC 34090;	
Correspondence	General correspondence not related to an agreement or project file.		5	GC34090(d)	

Debt Administration	Includes administration of debt such as arbitrage rebate reports and continuing disclosure annual reports.		Audit + 7	GC34090; CCP337.5	
Debt Issuance	Includes agreements, issue documents, amortization schedules for Bonds, SRF loans, COPs, and other debt.		Maturity + 5	GC34090; CCP337.5	
District Benefit Contracts	Includes contracts for health insurance, retirement, opt out for Social Security, and any other District provided benefits.		Permanent	29CFR1627.3(2);	
Employee Driving Records	DMV driving record report documenting current status.		Superseded +1		
Employee Eligibility Verification	Federal I-9 forms, including identification documents.		Termination + 3	IRCA	

Employee Handbook	Document outlining employment rules, regulations, and conduct.		Superseded + 10	GC34090	
Employee Medical Records	Medical records including fit for duty exams, respirator fit test, DMV exam, audio test, respirator exam, random drug screening, etc.		Termination + 3	29CFR1910.1020;	
Employee Rights	Includes documentation related to harassment and Civil Rights complaints and any disciplinary actions taken.		Termination + 3	GC12946;	
Employee Time & Leave Reporting	Timesheets and leave/overtime requests.		Current + 7	GG34090; 29CFR516.2	

Employee Training Records	Documents related to individual employee training. Includes new hire safety orientation forms, Department Job Essential/Training & Equipment Checklist; safety training certificates; job specific training, etc.		Termination + 3	GC34090; GC12946	
Environmental Review (as part of CEQA Docs)	Administrative documents related to the review such as correspondence, consultants, issues, conservation.		Completion + 2	GC34090(d)	
Equipment Inspection & Certifications	Includes crane, hoist, and forklift, sewer jet, sewer equipment inspections; forklift pre-operation checklists; fall protection devices and fire suppression system tests.		Completion + 5		

Exposure Records	Data sheets and database providing proper protocol for use and exposure to a specific material.	X	Permanent	8CCR3204(d)(1)	
Fair Political Practices	Statement of Economic Interests (Form 700); Gifts, Tickets, Behest Payments (Form 800 series).		Filing Date + 10	GC81009(E); GC81009(G)	
Federal & State Tax Forms & Filings	Federal Forms 1099, W-4, and W2's, 941 and Schedule B; State Form DE 9C.	X	7	GC34090; 29USC436; 26CFR31.6001.	
Fixed Assets	Includes asset lists, depreciation schedule, asset work papers, and disposition paperwork.		Audit + 4	GC34090	
CSDA Enabling Act	District's formation document.	X	Permanent	GC60201(1)	
GIS Source Data	Supporting documentation for GIS data accuracy, such as data dictionaries and meta data.	X	Permanent		

Grading Plan As-Built drawings	Capital Improvement/Building Plans		Permanent		
Grants - Federal and State	Includes application, award and reimbursement documentation, and other supporting documentation.		Completion + 10	GC34090; FEMAP-323	
Hazardous Waste Documents	Manifests, EPA ID annual renewal, and State Board of Equalization reporting documents.		Permanent	40CFR122.21; 40CFR262.40;	
Incident Reports	Includes incident, Accident, Near Miss, and Investigation Reports.		Completion + 7	29CFR1904.2;	
Insurance	District Certificates, Liability Policies including; Pool, Pollution, Workers Compensation etc., Vendor Certificates.	x	Permanent		
Investments	Investment statements, reports, reconciliations.		Current + 10	GC34090; GC53646	

Journal Entries	Month-end closing entries, corrections, electronic transaction entries.		Current + 10	GC34090	
Legal Opinions	Confidential		Completion + 10	GC34090(d);	
Liens	Property tax liens and releases, including supporting documents for placement.		Completion + 2	GC34090	
Litigation	May include subpoenas, logs, complaints, police reports, court orders, motions, briefs, discovery, evidence, rulings, settlement agreements, correspondence, etc.		Conclusion + 10	42USC1983: GC60201(d)(12)	
Maps & Plats	Subdivision, record survey, and parcel maps.		Permanent	GC34090(a)	Recorded by Imperial County

Master Plans	Special or long range program plan for District, coordination of services, strategic planning, and historical collection system maps.		Permanent	GC34090	
Media Relations	Includes documentation of any form of media exposure including		Permanent		
Medical Leave	Documentation related to Family leave (FMLA/CFRA).		Completion + 3	29CFR825.500;	
Miscellaneous Revenue	Invoices, and any source documentation.		Current + 10	GC34090	
Non-Brown Act Meeting Documents	For meetings not subject to the Brown Act. Includes meeting agendas, minutes, and other supporting documents.		Meeting Date + 2	GC34090(d)	
NPDES Permit	National Pollutant Discharge Elimination System Wastewater permits.	X	Permanent	40CFR122.28	

Other Post-Employment Benefits (OPEB)	Includes annual reports, actuarial reports, and record of deductions.		Current + 7	GC34090;	
Payroll	Check, direct deposit, payroll, deduct, ABT, and accrual registers.		Current + 10	GC34090	
Permits	All	X	Current + 2	GC34090;	
Personnel Records	Includes documentation (EXCLUDING Retiree File documents) related to new hire process, promotions, individual reclassification studies, emergency contact information, payroll authorization and elections, evaluations and commendations, discipline, benefits, current	X	Termination + 3	GC12946;	

Photographs	Photographs documenting employee events, District sponsored events, trainings, etc. not related to construction projects or claims.		Current + 2	GC34090(d)	
Policies & Procedures	Includes rules and regulations, management policies, standard operating procedures, manuals written by the District and supporting documentation.	X	Superseded + 5	GC34090(d)	
Project Plans (Non-District Owned)	sewer lines, and common interest sewer lines.		Permanent	GC34090	
Property/ Apparatus Vehicles	Biannual Inspection of Terminal (Class A, B, vehicle inspections & maintenance records).		Current + 2	GC34090; CCP340.5	

Property-Related Assessment Ballots	Benefit assessment rate ballots.		Completion + 2	GC53753(e)(2)	
Public Notices	Notices and newspaper proof of publications including notice for ordinance adoption, construction projects (notice to proceed, of award, or of completion), public hearings, and special meetings.		Current + 10	CCP343; CCP349;	
Public Outreach Materials	Includes Brochures, publications, presentations, media releases, and school tour documentation; documentation related to District sponsored events .		Current + 2	GC34090; CCP335.1	

Public Record Requests	Documentation related to requests submitted under the Public Records Act, including correspondence, invoices and responsive records.		Completion + 2	GC34090(d); GC60201(5)	
Purchasing	Requisitions, purchase orders, invoices, vendor register.		Current + 7	GC34090; CCP337	
Record Retention Schedule & Policy	Documents the policy of the District for compliance with the Public Records Act, identification of record types and retention period for such records.	X	Superseded + 10	CCP343	
Records Disposition Certification Forms	Completed certificates for records disposition.	X	Permanent	GC34090	

Recruitments	Includes applications, resumes, lists/logs, ethnicity disclosures; examination materials; examination answer sheets, job bulletins; eligibility; and all other electronic database data.		Completion + 3	GC12946;	
Regulatory	Correspondence related to regulatory requirements such as CRBRWQCB.		Completion + 5	GC34090(d)	
Resolutions and Ordinances	Resolutions and Ordinances adopted by the Board of Directors.	X	Permanent	GC34090(d); GC40801	
Retiree Files	Personnel file for retired/separated employees SPECIFICALLY includes Deferred Compensation (Beneficiary		Termination + 30	CCR3204(d)(1)	
Safety Manual	Safety/Hazard Manual	X	Permanent	GC34090	

Safety Training Records	Documents related to safety training and safety tailgates conducted inhouse including sign in sheets and training materials.		Completion + 4	GC34090;	
Safety Data Sheets (SDS)	Instructions, legal labels for chemical product		Until revised by manufacturer		
Training Materials	Materials related to conducting or coordinating training, such as flyers, registration, outreach materials, presentation documents, and workbooks.		Completion + 2	GC34090	
Travel Records	Includes travel request forms and all supporting documentation related to the request.		Current + 7	GC34090;	
Director Oath of Office	Oaths for Board of members.	X	Termination + 5	GC12946;	

Workers Comp. Claims	Supporting documentation related to on-the-job injury (OJI) claims including completed OJI, Exposure and Declination packets, OSHA 300 Log; correspondence, photos, and Employee Status Reports.		Termination + 10	CCR .14311;	Official records retained by Insurance provider
Workers Comp. Claims (Life Time Medical)	Supporting documentation related to on-the-job injury (OJI) claims (that have been settled and include lifetime medical) such as completed OJI, Exposure and Declination packets, OSHA 300 Log; correspondence, photos, Employee Status Reports; and Comp Watch database.		Permanent	CCR .14311;	Official records retained by Insurance