

Salton Community Services District

Study Session Agenda

November 06, 2023

Open Session 1:00 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

Dale Johnson, Director

Lidia A. Sierra, Director

STAFF:

Emmanuel Ramos, Interim General
Manager

Sonia Thania Garcia, Board Secretary

Christina Sutton, Finance Officer

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

2. PLEDGE OF ALLEGIANCE: Michelle Gilmore, President

3. ROLL CALL:

4. 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. Personal attacks on individuals, slanderous comments or comments, which may invade an individual's personal privacy, are prohibited. 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. Public comments will be limited to a maximum of (30) thirty minutes per meeting.

5. STUDY SESSION FOR DISCUSSION ONLY. NO ACTION WILL BE TAKEN:

- Discussion for the Total Compensation Study Proposals. (pg.3)
- Discussion of the Budget Amendment 2023-2024. (pg.70)
- Discussion for the Proposals on the Shade Structure for Desert Shores Park.(pg.85)
- Discussion Pump for Station 24 Fairbanks for the Submersion Pump Rebuild. (pg.94)
- Discussion of the Service Area Plan (Revised November 2023). (pg.96)

6. ADJOURNMENT:

Sonia Thania Garcia, Board Secretary

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

Proposal to Conduct a Total Compensation Study

October 18, 2023

Reward Strategy Group, Inc.

Allan Crecelius, President

acrecelius@rewardstrategy.com

(858) 945-6801

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SECTION 1 – COVER LETTER

October 18, 2023

Ms. Christina R. Sutton, HR Director/Finance Officer
Salton Community Services District
1209 Van Buren Ave., Ste #1
Salton City, CA 92275

Dear Ms. Sutton:

Reward Strategy Group (RSG) is pleased to respond to Salton Community Services District's RFP to conduct a total compensation study.

RSG is well qualified to conduct this study for the District. Our firm has been successfully conducting compensation studies for both public and private sector clients for over three decades. Our consultants are recognized experts in salary/benefits surveying and improved compensation plan design and administration. We have an excellent understanding of California water and wastewater utilities, their functions and organization structures, the job content of their classifications and the challenges they face in managing resources and delivering services.

FIRM & CONTACT INFORMATION

Legal Name:	Reward Strategy Group, Inc. (a California corporation) founded in 1987		
Address:	5283 Pearlman Way, San Diego, CA 92130		
Telephone:	(858) 945-6801	Website:	www.rewardstrategy.com
Executive Contact:	Allan Crecelius, President	Email:	acrecelius@rewardstrategy.com
Project Manager:	Gina Calderon	Email:	ginacaldeon@rewardstrategy.com

PROJECT MANAGER FOR THE STUDY

Gina Calderon, Senior Principal, will be the Project Manager. She has 14 years of consulting experience in job analysis/classification, compensation/benefits surveying and compensation plan improvement. Gina will be fully involved in developing, documenting and presenting the results of the Compensation Study. She will ensure the quality and timeliness of review processes, analyses and deliverables.

REWARD STRATEGY GROUP, INC.



Allan M. Crecelius
President

SECTION 2 – EXPERIENCE & QUALIFICATIONS

ABOUT REWARD STRATEGY GROUP

Reward Strategy Group (RSG) is an eight-person consulting firm headquartered in San Diego. We have been in continuous operation since our founding in 1987. We have worked with more than 250 organizations in the areas of position classification, management/staff compensation, quantitative job measurement, performance planning and appraisal, and organization effectiveness. RSG is a stable, experienced firm with demonstrated success serving clients across the public, private and nonprofit sectors.

THE ADVANTAGES OF RSG

- ◆ Total compensation surveying and plan design/improvement are the firm's core practice areas.
- ◆ We possess large-firm expertise and experience without large-firm billing rates.
- ◆ RSG brings two senior consultants to this engagement, who together have studied and surveyed thousands of classifications.
- ◆ We are skilled at building accurate salary and benefits survey databases that are statistically relevant and representative of the labor market in which the organization competes.

EXAMPLES OF RSG'S EXPERIENCE WITH OTHER CLIENTS

Burbank Water & Power	Long Beach Water	San Gabriel Valley Municipal Water Dist.
Central Arizona Water Conservation Dist.	Monte Vista Water District	Santa Ana Watershed Project Authority
Eastern Municipal Water District	Orange County Water District	Santa Fe Irrigation District
Encina Wastewater Authority	Otay Water District	Santa Margarita Water District
Helix Water District	Pasadena Water & Power	Vallecitos Water District
Inland Empire Utilities Agency	Ramona Municipal Water District	Valley County Water District
LA Department of Water & Power	Rancho California Water District	Water Replenishment District of So. Cal.
Laguna Beach County Water District	Rubidoux Community Services District	West Basin Municipal Water District
Las Vegas Valley Water District	San Antonio Water Co.	Western Municipal Water District
Leucadia Wastewater District	San Diego County Water Authority	Yucaipa Valley Water District

EXAMPLES OF THREE COMPLETED PROJECTS

As noted above, RSG has successfully completed compensation studies for a wide range of utility enterprises. Following are three examples.

- ▶ **Encina Wastewater Authority (74 FTE; 50 classifications).** In February 2023, RSG completed a rigorous seven-month study of this wastewater utility's total compensation program. We surveyed and compiled accurate salary range comparisons from 18 agencies; built a benefits survey database that enabled management and employees to confer on benefit plan enhancements; designed an improved base salary grade structure with ranges priced at premium competitive levels; conducted quantitative job evaluations to establish appropriate internal pay relationships based on position content; and allocated all positions into salary grades based on integration/banding of market data and internal job content.
- ▶ **Santa Fe Irrigation District (49 FTE; 37 classifications).** In 2022-2023, RSG provided this water district with a complete update of its classification plan, followed by a comprehensive market survey of salary and benefits data, internal job relationship analysis, and design/implementation of an improved salary structure with recommended allocations of all classifications to salary grades/ranges.
- ▶ **Helix Water District (153 FTE; 123 classifications).** RSG has been retained *multiple times* over two decades to assist this water district with classification analyses, total compensation market studies and salary/benefit plan updates. We performed all the study elements requested by SCSD, and more.



SECTION 3 – REFERENCES

<i>Project Name</i>	<i>Description of Work</i>	<i>Contact Person, Phone & Email</i>
Las Vegas Valley Water District Classification & Compensation	RSG has been providing classification, compensation and organizational consulting services to this agency continuously since 1994. Dates: Ongoing	Mary Madden, Director, Human Resources (702) 258-3933 mary.madden@lvvwd.com
Leucadia Wastewater District Classification & Compensation	Previous classification and compensation studies; most recently, compensation survey and plan update in 2022-23. Dates: 2008 – 2023	Paul Bushee, General Manager (760) 753-0155 pbushee@lwwd.org
City of Pasadena Classification & Compensation	Since 2018, RSG has been conducting classification and compensation analyses for the City, including work with Pasadena Water & Power on multiple classification series and compensation surveys. Dates: Ongoing	Tiffany Jacobs-Quinn, Director, Human Resources (626) 744-4126 tjacobsquinn@cityofpasadena.net
Encina Wastewater Authority Classification & Compensation	Previous classification and compensation studies; most recently, a total compensation study in 2022-23. Dates: 2007 – 2023	Jennifer Sabine, Assistant General Manager (760) 268-8847 jsabine@encinajpa.com



SECTION 4 – CONSULTANT TEAM FOR THE STUDY

The following two consultants comprise RSG's project team for this study:

Gina Calderon, Senior Principal, will be the Project Manager. Gina will ensure the quality and timeliness of study processes, analyses and recommendations. She will be fully involved in all study elements, decision making and development of recommendations and will ensure continuous, effective communications with management.

Allan Crecelius, President, will work with Gina and provide expertise on all key elements of the study.

SECTION 5 – CONSULTANT RÉSUMÉS

ALLAN CRECELIUS, PRESIDENT

Allan Crecelius has been the President of RSG since the firm's founding in 1987. He has extensive consulting experience with a focus on classification and compensation, strategic planning and organization analysis.

Allan's consulting projects have ranged from studies for Fortune 500 companies to engagements with small organizations. He has significant experience across a number of industry sectors, including governmental, utility, financial and not-for-profit. He has worked with executives, managers, governing boards and elected officials in more than 300 organizations. He brings a range of experience and technical expertise to client engagements that lead to customized solutions and dramatic improvement in the organization's programs.

Over the course of his career, Allan has successfully managed and worked on very large (seven-figure budgets), multi-disciplinary consulting engagements, down to small projects with clients of modest size. Prior to becoming RSG's President, he was the Managing Partner – Western Region for Sibson & Co., Inc., a nationally recognized compensation consulting firm. With Sibson, he was responsible for managing staff in three offices and leading the public sector consulting practice firm-wide. Previously, Allan was the Vice President – General Consulting for the Hay Group, an international human resources and compensation consulting firm.

Allan received a Bachelor of Science degree in Engineering from the United States Military Academy at West Point, served as an officer in the U.S. Army for 10 years, and is a decorated combat veteran. He is frequently retained as a speaker in national/regional symposiums on planning, organization and compensation issues. He is the author of a number of articles and the co-author of the book, *Strategic Management — Creating Your Organization's Future*.

GINA CALDERON, SENIOR PRINCIPAL

Gina Calderon has over 25 years of business experience in Southern California. She has a wide range of consulting experience in job analysis/classification, compensation and benefits surveying and pay plan design. Prior to joining RSG 14 years ago, Gina held responsible senior management positions in both for-profit and not-for-profit enterprises. She graduated from the University of California, Los Angeles with a bachelor's degree in economics and received an MBA from UCLA's Anderson Business School.



SECTION 6 – METHODOLOGY & APPROACH

The Salton Community Services District is looking for a qualified consulting firm to conduct a comprehensive total compensation study for the 12 positions in the District’s seven classifications:

General Manager	Field Foreman
Finance Officer	Sewer Maintenance Worker II
Board Secretary	Sewer Maintenance Worker I
	Mechanic

OBJECTIVES FOR THE STUDY

- ▶ Provide a market analysis of the District’s base salary ranges and employee benefits package.
- ▶ *Recommend appropriately competitive and internally equitable salary ranges for each position.*
- ▶ Recommend any enhancements that should be considered for the District’s benefits plan elements.
- ▶ Provide assistance in determining the appropriate Consumer Price Index or Indexes applicable to the District’s unique location.

RSG’S PHILOSOPHY & APPROACH

Understanding the Study Context. RSG believes the successful conduct and implementation of any study begins with a full understanding of each client: the current organization, budget, service objectives, functional accountabilities, staffing arrangements, pay practices, human resources policies and rules, all of which represent a study’s context and impact successful outcomes. We have extensive experience consulting with utility districts and departments in the Western U.S.

Customized Methodologies. RSG organizes each project to meet the needs and expectations of the individual client. We apply established professional principles to our work but customize their application to ensure that our recommendations can be implemented successfully in a client’s unique organization and business environment. We view our principal responsibility as helping each client to identify and select the total compensation plan outcomes that best serve the needs of that enterprise.

Effective Communication. A successful study depends on effective communication between the client and RSG. We will agree on a project schedule/timeline and ongoing communications for managing the project and responding to any unanticipated challenges along the way.

STRUCTURE & CONTENT OF WORK

This section outlines the actions RSG's consultants will take to perform the study. In order to maximize productivity and efficiency — as well as to save on project costs for consultant travel and expenses — we intend to conduct project meetings and presentations **via video conferencing**.

PROJECT INITIATION

- ◆ **Gather and Review Background Information.** The consultants will review all relevant organizational information, job descriptions, MOUs and current salary and benefits plans covering all District positions. We will meet with District management to confirm the study's objectives, underlying assumptions, remuneration strategies and the study's deliverables.
- ◆ **Prepare and Gain Agreement on the Survey Plan.** We will work with management to agree on an effective salary and benefits survey plan. With the input gained from the management meeting and the District's background information, combined with RSG's decades of compensation consulting experience, our consultants will draft a proposed survey plan. The survey plan will address the following issues for discussion and agreement:
 - ▶ The principles behind compensation surveying.
 - ▶ A discussion of the District's competitive employment market and its track record in attracting and retaining employees.
 - ▶ RSG's initial thinking on the appropriate comparison agencies for the survey.
 - ▶ The survey data-gathering methodology we will utilize and how it will produce the most accurate job comparisons for each classification in the study.
 - ▶ A timeline for completion of the survey and compilation of the market salary data.

COMPENSATION SURVEY

- ◆ **Review the Classification Plan.** RSG will review all job descriptions to ensure we have a solid understanding of the District's current classifications. We will seek out any clarifications needed from the District.
- ◆ **Carry Out the Approved Survey Plan.** We will collect all necessary organizational, classification, salary and benefits material from each survey agency and build a salary range comparison database for each benchmark class. Job comparability analyses/judgments will be made among the survey cohort for each classification based on job content duties, responsibilities,

knowledge, certification requirements and other parameters — not simply job titles. RSG's consultants have honed their skills in accurate job comparability analyses through three decades of salary surveying, assessing thousands of classification comparisons for our clients.

- ◆ **Carry Out the Benefits Survey.** To collect comparison agency benefits plan information, our consultants will collect MOUs and benefits plans from the agencies. We will document our survey findings and comparisons in relevant tables as part of the Survey Results report.
- ◆ **Document Survey Results.** Our consultants will prepare salary range data sheets and multiple summary tables for the surveyed classes that display the competitive market salary practices and provide comparisons with the District's current salary ranges.

RSG will prepare a data table for each benchmark classification that displays:

- ▶ surveyed agencies;
- ▶ class title for each surveyed agency's classification that is comparable to the District's or a statement of non-comparability for that agency;
- ▶ annual salary range minimum and maximum for the matched classification;
- ▶ a calculation of survey mean and median for range minimums and maximums for each surveyed classification.

We will prepare a separate exhibit displaying differences in pay structures among the survey agencies, e.g., steps versus open ranges; range breadth; differentials between grades in the salary structure; etc.

- ◆ **Internal Job Content Evaluation.** RSG will utilize a quantitative job evaluation process to determine equitable pay relationships among District classes based on relative job content.
- ◆ **Present Draft Salary Survey Results to the District.** In addition to the data sheets for each classification, we will display the survey results in summary tables for explanation and discussion with management. This data will identify market competitive levels for the District's classifications.
- ◆ **Present Draft Results of the Benefits Survey.** We will prepare a report of our market analysis of the benefits practices for the survey agencies — and their comparison to Salton CSD's benefits package — and present it to management. We will identify benefits elements where improvements could be considered.
- ◆ **Recommend Salary Ranges for Each Classification,** utilizing market survey data and internal job content relationship analyses.
- ◆ **Discuss CPI Recommendations with Management.** RSG will access and assess a number of Department of Labor published tables, review them with the District and present our opinion on identifying an effective CPI formula for future use.

- ◆ **Provide Guidelines for District Staff to Conduct Individual Salary Audits.**
- ◆ **Prepare and Present Final Report** of findings and recommendations to the District's Board of Directors.



SECTION 7 – PRELIMINARY TIMELINE

Project Element	Timing
Gather/review background information and job descriptions; conduct planning meeting with management	Mid-November
Prepare and gain agreement on salary and benefits survey plan, including survey cohort ..	Early December
Collect necessary organizational, classification and total compensation material from survey agencies	Dec – Jan '24
Conduct comparability analyses with District classifications; document results and salary range comparisons; compile data; document benefits data and comparisons to District plans	February – March
Present survey results report to management for review and discussion	March
Conduct internal job content evaluations of District classifications	March
Develop salary range recommendations; develop benefits plan recommendations.....	April
Develop and discuss CPI recommendations with management	April
Present Final Report to Board of Directors	May



SECTION 8 – FEE PROPOSAL

NOT-TO-EXCEED COST FOR PROFESSIONAL SERVICES

\$17,880 for all professional fees

CONSULTANT HOURLY BILLING RATES

Professional fees are based on the number of hours that RSG consultants must dedicate to accurately perform the work and analyses outlined in this proposal, and to provide the requested deliverables. Consultant hourly billing rates for the duration of this study are:

Allan Crecelius \$250

Gina Calderon \$170

BILLING PROCESS

Our firm invoices clients monthly for the fees incurred that month. Invoices will itemize the consulting work performed during the month and the hours dedicated, by consultant.







Koff & Associates
A Gallagher Company

Submittal date: October 18, 2023

Total Compensation Study Proposal

Salton Community Services District

Koff & Associates, a Gallagher Company

GEORG S. KRAMMER

Managing Director, Compensation and Rewards Consulting

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Tel: 510.658.5633
Fax: 510.652.5633

October 18, 2023

Ms. Christina Sutton
Human Resources Director/Finance Officer
1209 Van Buren Ave.
Salton City, CA 92275

Dear Ms. Sutton:

Thank you for the opportunity to respond to your Request for Proposals for a **Total Compensation Study** for the **Salton Community Services District** ("District"). We are most interested in assisting the District with this important study and feel that we are uniquely qualified to provide value to your organization based on our experience working with other special districts, cities, counties, joint-powers associations, and other public agencies.

Koff & Associates, now a Gallagher company, is an experienced Human Resources and Recruitment Services firm providing human resources services to cities, counties, special districts, courts, educational institutions, and other public agencies for 39 years. The firm has achieved a reputation for working successfully with management, employees, and governing bodies. We believe in a high level of dialogue and input from study stakeholders and our proposal speaks to that level of effort. Our firm's extra effort has resulted in close to *100% implementation* of all our classification and compensation studies.

Koff & Associates ensures that each of our projects is given the appropriate resources and attention, resulting in a high level of quality control, excellent communication between clients and our office, commitment to meeting timelines and budgets, and a consistently high-caliber work product.

As a Managing Director of Koff & Associates, I would assume the role of Project Director and be responsible for the successful completion of project. I can be reached at our Berkeley address and the phone number listed on the cover page. My email is georg_krammer@ajg.com.

This proposal will remain valid for at least 90 days from the date of submittal. Please call if you have any questions or wish additional information. We look forward to the opportunity to provide professional services to the **Salton Community Services District**.

Sincerely,



Georg S. Krammer
Managing Director, Compensation and Rewards Consulting



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Appendix

- Project Team Biographies



QUALIFICATIONS OF FIRM

Koff & Associates ("K&A") is a full-spectrum, public sector human resources and recruitment services firm that was founded by Gail Koff in 1984, and has been assisting special districts, cities, counties, other public agencies, and non-profit organizations with their human resources needs for 39 years.

On April 30, 2021, we merged with Arthur J. Gallagher and are now officially a Gallagher Division. Our headquarters are in Berkeley, CA, and we have satellite offices in Southern California, the Central Valley, the Sacramento Region, and the Western Region.

We are familiar with the various public sector organizational structures, agency missions, operational and budgetary requirements, and staffing expectations. We have extensive experience working in both union and non-union environments (including service as the management representative in meet & confer and negotiation meetings), working with Boards of Directors, Boards of Commissioners, Boards of Supervisors, City Councils, County Commissions, Boards of Trustees, Merit Boards, and Joint Power Authorities.

The firm's areas of focus are classification and compensation studies (approximately 70% of our workload); executive search and staff recruitments; organizational development/assessment studies; performance management and incentive compensation programs; development of strategic management tools; policy/procedure development and employee handbooks; public agency consolidations and separations; Human Resources audits; and serving as off-site Human Resources Director for our smaller public agencies that need the expertise of an Human Resources Director but do not need a full-time, on-site professional.

Without exception, all our studies have successfully met all our intended commitments; communications were successful with employees, supervisors, management, and union representatives; and we were able to assist each agency in successfully implementing our recommendations. All studies were brought to completion within stipulated time limits and proposed budgets.

The firm's long list of clients (please see <https://koffassociates.com/our-clients/>) is indicative of its reputation as being a quality organization that can be relied on for producing comprehensive, sound and cost-effective recommendations and solutions. K&A has a reputation for being "hands on" with the ability and expertise to implement its ideas and recommendations through completion in both union and non-union environments. Please see our reference section for specific clients we've worked with on similar projects.

K&A relies on our stellar reputation and the recommendations and referrals of current and recent past clients to attract new clients. Our work speaks for itself and our primary goal is to provide professional and technical human resources assistance with integrity, honesty, and a commitment to excellence.

We are very proud of the fact that we have only had a handful of formal appeals in our entire history, working with hundreds of public agency clients and completing hundreds of studies and other projects.



SIMILAR PROJECTS AND REFERENCES

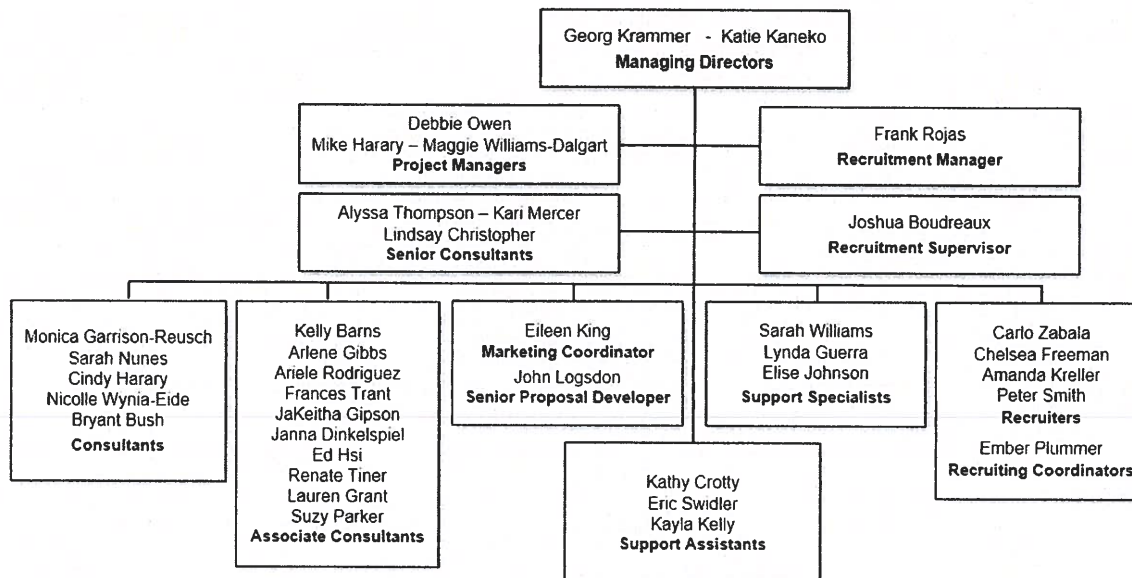
Agency & Project	Contact
Cosumnes Community Services District Classification and Compensation Study for 6 Classifications, completed in 2020. Limited Classification and District-wide Total Compensation study, completed in 2019. Classification (18 classes, 40 positions) and Compensation Study (45 classes, 12 comparators), completed 2016.	Mr. Jeff Ramos General Manager (916) 405-7150 9355 E. Stockton Blvd., Suite 205 Elk Grove, CA 95624 jefframos@yourcsd.com and Mr. Joe Ambrosini Director of Human Resources (562) 570-6140 8820 Elk Grove Blvd, Elk Grove, CA 95624 Joe.Ambrosini@LongBeach.Gov Mr. Ambrosini is now HR Director at City of Long Beach.
El Dorado Hills Community Services District Classification and Compensation Study, completed 2017. Classification and Compensation Study, 2015-2016.	Mr. Kevin Loewen Director of Administration & Finance (916) 614-3234 1021 Harvard Way El Dorado Hills, CA 95762 Kloewen@edhcsd.org
Groveland Community Services District Total Compensation Study, completed 2019.	Mr. Peter G. Kampa General Manager (209) 962-7161, Ext. 24 18966 Ferretti Road, Box 350 Groveland, CA 95321-0350 pkampa@gcsd.org
Helendale Community Services District (together with Phelan Pinon Hills CSD) Phelan: Total Compensation (16 comparators, 15 benchmarks), completed 2019. Helendale: Total Comp (11 comparators, 10 benchmarks), completed 2019.	Kimberly Cox General Manager 760-951-0006 26540 Vista Road P.O. Box 359 Helendale, CA 92342 KCox@helendalecsd.org
Jurupa Community Services District Total Compensation Study, completed 2020.	Mr. Chris Berch General Manager (951) 685-7434 11201 Harrel Street Jurupa Valley, CA 91752 cberch@jcsd.us Ms. Sharmeen Bhojani Human Resources Manager (951) 685-7434 x 511 sbhojani@jcsd.us



TEAM MEMBER QUALIFICATIONS

All members of our team have worked on multiple comprehensive total compensation studies and are well acquainted with the wide array of public sector organizational structures, compensation structures, classification plans, as well as the challenges and issues that arise when conducting studies such as this one for the District.

Our team consists of 38 employees as shown below in our organizational chart.



No subcontractors will be assigned to this study.

Our project team will be led by Co-Project Directors Georg Krammer (Managing Director) and Mike Harary (Senior Project Manager). They will coordinate all of K&A's efforts, attend all meetings with the City, and be responsible for all work products and deliverables.

CONSULTANTS

Lindsay Christopher (Senior Consultant), Monica Garrison-Reusch (Consultant), Arlene Gibbs (Associate Consultant), Janna Dinkelspiel (Associate Consultant), Edi Hsi (Associate Consultant), and Renate Tiner (Associate Consultant) will conduct compensation data collection and analysis, internal job analysis, develop recommendations and implementation strategies.

WORKLOAD

We currently have a team of 25 HR consultants and five administrative support staff – resources that we are able to pool based on each project's needs, to execute projects and to meet clients' needs and expectations. Each time we are selected as the successful bidder on a project, we strategize to determine project timelines, deliverable deadlines, and the resources that are required to produce the deliverables as promised. We are poised to accommodate the District's compensation study and plan to devote the necessary resources for the successful execution of the project.

Biographies of the specific staff who will be assigned to this study can be found in the Appendix.



MANAGEMENT OVERVIEW AND APPROACH

We understand the District currently has 12 employees, 9 of whom are represented by the Local 1184 Laborers, 2 Public Works employees, and 3 Administrative Staff. Currently, the District has 24 lift stations and 3 WWTF which are evaporation/percolation. There are 7 classifications encompassing the 12 employees. Employees advance annually through performance evaluations where they receive anywhere from 1%-7% pay increase. The District seeks to review all aspects of a new, updated Total Compensation Study, including reaching agreement on the comparable agencies to be utilized.

The goal of the study will be to review the District's compensation structure for the studied classifications and to conduct a compensation market survey using a set of appropriate comparator agencies. The identification of comparator agencies, benchmark classifications, and benefits to be collected is an iterative process that includes all stakeholders. We have found this open discussion philosophy to be critical to our success for organizational buy-in. Once the external data development is completed, we will make specific recommendations for internal equity for non-benchmarked classifications and classifications without a large enough market sampling.

The compensation study will contain specific recommendations regarding the integration of all study classifications into the District's compensation structure, with the goal of developing a clearly designed, internally equitable format that is flexible for career opportunity and future growth. Our study will make recommendations regarding a salary structure that takes the District's compensation preferences into consideration as well as the appropriate placement of each classification on the District's salary schedule.

The study includes a significant number of meetings with the Study Project Team, Human Resources, employees, union representation, and the District's Board of Directors, as desired. We have expertise in labor/management relations and understand the importance of active participation by all stakeholders to ensure a successful outcome. The meetings and "stakeholder touch-points" that we recommend ensure understanding of the project parameters, enhance accurate intake and output of information, and create a collaborative and interactive approach resulting in greater buy-in for study recommendations. This interactive approach has resulted in almost 100% implementation success of K&A's studies.

The majority of our clients are unionized and our larger city and county clients typically have multiple unions. Due to the multitude of stakeholder groups who are affected by any compensation study K&A conducts, our team understands the importance of accurate and validated data that withstands any scrutiny, effective and ongoing communication throughout each effort, and collaboration with the various stakeholder groups to ensure organizational buy-in to our findings and recommendations. We have developed a unique methodology of stakeholder "touchpoints" and collaboration that has made us highly successful and effective and has earned our team respect, agreement, and understanding from all stakeholders. In addition, we adjust and customize our methodology based on each individual client's unique needs and circumstances.

We also recognize that both the District and union representatives have obligations to employees and members to ensure that any study is conducted in a fair and equitable manner. Our project work plans are designed for transparency and we strongly encourage dialog with all stakeholders on study deliverables so they in turn can express their concerns; we all have a shared goal of ensuring the process followed is fair and equitable.

This intense and comprehensive stakeholder engagement and our transparent study processes are also a mechanism of quality control. The fact that our information, data, and recommendations have to be able



to withstand utmost scrutiny by diverse stakeholders require an in-depth multi-step quality control process for deliverables. This involves K&A team member validation of classification analyses and compensation data, K&A Project Manager review of all classification and compensation analyses, recommendations and deliverables, and finally K&A Principal (Project Director) review of deliverables before submittal to the client.

Study Objectives

Compensation Objectives:

- To make recommendations regarding a list of appropriate, logical and defensible comparator agencies, benchmark classifications, and benefits to be collected prior to beginning the compensation portion of the study;
- To collect accurate salary and benefit data from the approved group of comparator agencies and to ensure that the information is analyzed in a manner that is clear and comprehensible to the Study Project Team, Human Resources, management, employees, union representation, and the Board of Directors;
- To carefully analyze the scope and level of duties and responsibilities, requirements for successful work performance, and other factors for survey classes, according to generally accepted compensation practices;
- To review the District's compensation structure and practices and develop compensation recommendations that will assist the District in recruiting, motivating, and retaining competent staff;
- To develop solutions that address pay equity issues, analyze the financial impact of addressing pay equity issues, and create a market adjustment implementation strategy supporting the District's goals, objectives, and budget considerations;
- To evaluate benefit offerings in the labor market and make recommendations for better alignment and/or different benefit offerings as indicated by the analysis and best practices;
- To create a comprehensive final report summarizing the compensation study approach and methodology, analytical tools, findings, and recommended compensation structure;
- To recommend appropriate internal salary relationships and allocate classes to salary ranges in a comprehensive salary range plan; and
- To ensure sufficient documentation and training throughout the study, on methods used to determine appropriate salary ranges, methods for logical progression of movement within the salary scale for each classification, and other practices, so that our recommendations can be implemented and maintained in a competent and fair manner.

Work Plan and Methodology

Deliverable A. Meetings with Study Project Team and Management Staff and Initial Documentation Review,

- Identify client project team, contract administrator, and reporting relationships.
- Orientation and briefing sessions with the study project team and staff to explain methodology.
- Gather all pertinent documentation, including class descriptions, organizational charts, personnel policies, memoranda of understanding, etc.
- Review and confirm comparator agencies, benchmark classifications, and identify benefits to be surveyed.



Deliverable B. List of Comparator Agencies, Benchmark Classifications and Benefits to be Collected

- Identify appropriate comparator agencies based on a number of evaluation criteria (such as type of organization, size of organization, number of employees, size of budgets, population served, cost of living, etc.);
- Identify classifications to be studied based on an internal relationship analysis of all classifications. For most smaller studies, we survey all classifications.
- Identify benefits to be collected. Include gathering information from each comparator about what practice they use to determine the appropriate Consumer Price Index(es) (CPI) for COLAs.

Deliverable C. Data from Comparators and Preliminary Data Review

- K&A to conduct all the data collection and analysis to ensure validity of data and quality control; compare job description to job description; ensure matches of at least 70%.
- Review the District's existing job descriptions to ensure understanding of each position to be surveyed.
- Collect job descriptions, organization charts, and other information from comparator agencies via website, in person, or by telephone.
- Make preliminary "matches" using "whole position methodology" and then schedule appointments by telephone, and sometimes in person, with knowledgeable individuals to answer specific questions. Our "whole position methodology" includes factors such as education, experience, problem solving, supervision exercised, etc.
- Ensure a very high validity rate and produce data that is substantiated before management, employee representation as well as governing bodies.
- Enter data into spreadsheet format designed for ease of interpretation and use.
- Present information in a format that will identify the comparator positions used for each class comparison.
- Calculate information based upon average and median figures, allowing the District to make informed compensation decisions.
- Collect and display benefit data in an easy-to-read format.
- Submit three sets of spreadsheets per classification, one with base pay, one with the benefits detail, and one with total compensation statistical data.

Deliverable D. Draft Compensation Findings and Meeting with Project Team

- Distribute draft findings to the District.
- After the District's preliminary review, meet with the project team and various stakeholders to clarify data, receive requests for reanalysis of certain comparators; and answer questions and address concerns.
- Provide an opportunity for the project team and other stakeholders to review and question any of our recommended benchmark comparator matches.
- If questions arise, conduct follow-up analysis to reconfirm original analysis and/or make corrections.

Deliverable E. Analysis of Internal Relationships and Alignment

- Determine internal equity for both market driven and non-benchmarked positions.
- Develop internal position hierarchy based on the "whole position" classification methodology which we use to do the internal alignment.
- Make recommendations regarding vertical salary differentials across the organization.



Deliverable F. Compensation Structure Development

- Review and make recommendations regarding internal alignment and salary structure within which classifications are allocated, based upon the District's preferred compensation plan.
- Develop recommendations regarding how to best determine the appropriate Consumer Price Index(es) (CPI) for future cost-of-living adjustments.
- Discuss draft recommendations with management team prior to developing Interim Report.

Deliverable G. Draft Compensation Report and Final Report

- Complete Draft Report and submit to the District for review, comment, and recommendations, including detailed compensation findings and recommendations; proposed salary ranges, and implementation issues; methodology for continued implementation and maintenance of recommendations.
- After the District's questions/concerns are addressed and discussed, create Final Compensation Report.

Deliverable H. Final Presentation

- Our proposal includes one initial overview, one interim study session (to discuss the initial findings of the market salary study), and one final presentation to the Board of Directors, as needed.



TIMELINE

Our professional experience is that total compensation studies of this scope and for this size organization take approximately three to four (3 - 4) months to complete, allowing for adequate compensation data collection and analysis, review steps by the District, the development of final reports, any appeals, and presentations.

Due to the unprecedented demand on our services, we are currently experiencing an unusually high volume of projects. Therefore, and if the District is able to be flexible, we propose commencing the project in January 2024 and anticipate completion by May 17, 2024 (per the proposed timeline in the RFP), assuming a contract is executed within 2 months of the submittal date of our proposal.

The following is a suggested timeline (which can be modified based on the District's needs):

Deliverables	Total Compensation Study	Completion by:
A.	Meetings with Study Project Team and Management Staff and Initial Documentation Review	Week 1
B.	List of Comparator Agencies, Classifications, and Benefits to be Collected	Week 3
C.	Data from Comparators and Preliminary Data Review	Week 11
D.	Draft Compensation Findings and Meeting with Project Team	Week 13
E.	Analysis of Internal Relationships and Alignment	Week 14
F.	Compensation Structure Development	Week 15
G.	Draft Compensation Report, Final Report and Guidelines for Implementation	Week 16
H.	Final Presentation	As Scheduled



FEE PROPOSAL

We have often found our process requires a very high level of time commitment, which sometimes results in a higher proposal cost. We believe that our methodology and implementation success rate is attributable to the significantly greater level of contact we have with employees, employee representation, management, and the governing body. The time we commit to working with the employees (orientations and briefings, meetings with employees via personal interviews, sharing of compensation survey data, employee review and feedback processes, etc.) results in significantly greater buy-in throughout the process and no formal appeals at the end of the study.

Our clients always provide feedback that our process was professional, comprehensive, understandable, timely, and inclusive. Employees, although not necessarily always happy with our recommendations, have always indicated that we listened to their issues and concerns, were available for discussion, and able to provide documentation and data to support our recommendations. Although time consuming, we also drive the process to ensure that timelines are met and schedules are maintained.

For purposes of this cost proposal, we are assuming that all meetings and presentations will be conducted virtually/remotely and no onsite travel to District offices will occur. Should the District desire onsite meetings, we will be happy to provide our per diem cost for onsite meetings based on travel time and market rate travel cost at the time.

Deliverables	Total Compensation Study	Hours
A.	Meetings with Study Project Team and Management Staff and Initial Documentation Review	\$1,480
B.	List of Comparator Agencies, Benchmark Classifications, and Benefits to be Collected	\$2,960
C.	Data from Comparators and Preliminary Analysis of Data (this assumes up to 12 comparator agencies and up to 7 classifications)	\$11,100
D.	Draft Compensation Findings/Additional Analysis/Study Project Team Meetings	\$2,775
E.	Analysis of Internal Relationships and Alignment	\$925
F.	Compensation Structure and Implementation Plan	\$925
G.	Final Report and Guidelines for Implementation	\$2,960
H.	Formal Appeals Process *	0
H.	Final Presentation	\$1,110
	<i>Anticipated hours for additional unscheduled meetings and phone calls</i>	\$740
	Combined professional and clerical composite total	\$24,975
	Expenses are included in the composite total	N/A
	<i>Expenses include but are not limited to duplicating documents, binding reports, phone, supplies, postage, etc.</i>	
	TOTAL PROJECT COST NOT TO EXCEED:	\$24,975

Our cost proposal does not include time to support the District during any labor negotiations that may follow this study. If we are needed for this work, our composite hourly rate will apply and we will charge on a time-and-materials basis.



Total Compensation Study Proposal
Salton Community Services District

Billing Structure

The following is how the District will be invoiced upon the completion of each milestone:

Milestone	Compensation Deliverables	Amount
Milestone #1	50% of total project fee will be charged upon execution of the contract	\$12,487.50
Milestone #2	Remainder of project fee upon delivery of final report	\$12,487.50
	TOTAL:	\$24,975



EXCEPTIONS/DEVIATIONS

We will be pleased to sign the District's professional services agreement for a Total Compensation Study. We respectfully request that the District will allow for a period of negotiation of certain terms in the professional services contract related to liability, indemnity, insurance, and other terms. We have found that we have always come to an agreement with all of our clients in the past and appreciate the District's flexibility in reviewing certain terms in a collaborative fashion between our legal counsels.

The following are terms we would like to review with the District if we are fortunate to be selected for this project:

- Gallagher is pleased to submit this proposal to client. While this proposal is not meant to constitute a formal offer, acceptance, or contract, notwithstanding anything to the contrary contained in the proposal, Gallagher is submitting this proposal with the understanding the parties would negotiate and sign a contract containing terms and conditions that are mutually acceptable to both parties.
- Gallagher is not a federal contractor or subcontractor. Therefore, Gallagher cannot agree to federal contracting provisions contained within the RFP.
- Insurance Requirements (PDF page 7) - Below are Gallagher's insurance representations based on AJG Risk Management policies. These are not changed on a client by client basis:

It is our practice to provide the coverage below in lieu of the District contract insurance language. We therefore propose to replace the insurance language in the RFP's sample agreement with coverage language provided by Gallagher as follows (we attach our Memorandum of Insurance for your review as well):

Gallagher shall at all times during the term of this Agreement and for a period of two (2) years thereafter, obtain and maintain in force the following minimum insurance coverages and limits at its own expense:

- Commercial General Liability (CGL) insurance on an ISO form number CG 00 01 (or equivalent) covering claims for bodily injury, death, personal injury, or property damage occurring or arising out of the performance of this Agreement, including coverage for premises, products, and completed operations, on an occurrence basis, with limits no less than \$2,000,000 per occurrence;
- Workers Compensation insurance with statutory limits, as required by the state in which the work takes place, and Employer's Liability insurance with limits no less than \$1,000,000 per accident for bodily injury or disease. Insurer will be licensed to do business in the state in which the work takes place;
- Automobile Liability insurance on an ISO form number CA 00 01 covering all hired and non-owned automobiles with limit of \$1,000,000 per accident for bodily injury and property damage;
- Umbrella Liability insurance providing excess coverage over all limits and coverages with a limits no less than \$10,000,000 per occurrence or in the aggregate;
- Errors & Omissions Liability insurance, including extended reporting conditions of two (2) years with limits of no less than \$5,000,000 per claim, or \$10,000,000 in the aggregate;
- Cyber Liability, Technology Errors & Omissions, and Network Security & Privacy Liability insurance, including extended reporting conditions of two (2) years with limits no less than \$2,000,000 per claim and in the aggregate, inclusive of defense cost; and



- Crime insurance covering third-party crime and employee dishonesty with limits of no less than \$1,000,000 per claim and in the aggregate.
- All commercial insurance policies shall be written with insurers that have a minimum AM Best rating of no less than A-VI, and licensed to do business in the state of operation. Any cancelled or non-renewed policy will be replaced with no coverage gap, and a Certificate of Insurance evidencing the coverages set forth in this section shall be provided to Client upon request.

ARTHUR J. GALLAGHER & CO. MEMORANDUM OF INSURANCE

This Memorandum of Insurance ("Memorandum") is produced as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of the Memorandum. This Memorandum does not amend, extend or alter the coverage described below. Copyright 2005, Arthur J. Gallagher Risk Management Services, Inc. ("Gallagher"). Gallagher grants permission to you to view, copy, print and distribute the information found on the Memorandum website ("Site") provided that the above copyright notice appears on all copies, that use is internal to you or for personal noncommercial informational purposes only, and that no modification is made to any materials. Any modification, use, reproduction or distribution of this Memorandum, the Site or its contents must be first approved by Gallagher in writing. You will not suffer or permit any unauthorized use of any Gallagher trademark, service mark or logo. This Memorandum, the Site and its contents, including but not limited to text, graphics, images, software, copyrights, trademarks, service marks, logos, and brand names ("Content"), are protected under both United States and foreign laws, and Gallagher or its affiliated entities retain all right, title and interest in and to the Content, all copies thereof, and all copyrights and other proprietary rights therein. The information contained herein is as the date referred to above. Gallagher shall be under no obligation to update such information.

DATE: 10/4/2022

INSURED:

Arthur J. Gallagher & Co. and its subsidiaries
2850 West Golf Road
Rolling Meadows, IL 60008

Insurance Companies

A: ARCH INSURANCE COMPANY
B: THE CONTINENTAL INSURANCE COMPANY
C: XL INSURANCE AMERICA, INC
D: FEDERAL INSURANCE COMPANY
E: LEXINGTON INS. COMPANY
F: XL SPECIALTY INS. COMPANY
G. ILLNOIS NATIONAL INSURANCE COMPANY
H. INDIAN HARBOR INSURANCE COMPANY

The policies of insurance listed below have been issued to the "INSURED" named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this Memorandum may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

CO. LTR.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE	POLICY EXPIRATION	LIMITS (In USD unless otherwise indicated)	
A	Commercial General Liability Occurrence Per location Aggregate	41GPP4938415	10/01/22	10/01/23	General Aggregate	4,000,000
					Products - Comp/Op Agg	4,000,000
					Personal and ADV Injury	2,000,000
					Each Occurrence	2,000,000
					Damage to Rented Premises (Each occurrence)	1,000,000
A	Automobile Liability Any Auto	41CAB4939015 41CAB4938315	10/01/22	10/01/23	Combined Single Limit	5,000,000
					Bodily Injury (per person)	
					Bodily Injury (per accident)	
B	Excess/Umbrella Liability Retention: \$10,000	7034611269	10/01/22	10/01/23	Each Occurrence	25,000,000
					Aggregate	25,000,000
A	Workers Compensation and Employers Liability	41WCI4938115	10/01/22	10/01/23	Workers Comp Limits	Statutory
					EL Each Accident	1,000,000
					EL Disease - Each Employee	1,000,000
					EL Disease - Policy Limit	1,000,000
C	Property	US00112916PR22A	10/01/22	10/01/23	Blanket Bldg. & PP	10,000,000
D	Crime/Fidelity Bond (Employee Dishonesty)	J06039418	09/01/22	09/29/23	Single Loss Limit	15,000,000
E	Errors & Omissions (Primary Policy)	015466449	10/01/22	10/01/23	Per Claim and Aggregate	12,000,000
F	Errors & Omissions (Excess Policy)	ELU163265-22	10/01/22	10/1/23	Per Claim and Aggregate	10,000,000
G	Errors & Omissions (Excess Policy)	FI0121922	10/01/22	10/01/23	Per Claim and Aggregate	15,000,000
H	Cyber Liability	MTP903416504	05/01/22	05/01/23	Limit of Liability	10,000,000

Description of Operations / Other Information: See ADDITIONAL INFORMATION on the following page.

This Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized by Gallagher or the Insurance Companies.

ARTHUR J. GALLAGHER & CO. MEMORANDUM OF INSURANCE

ADDITIONAL INFORMATION

As respects GENERAL LIABILITY POLICY

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES *

Endorsement Form # CG 20 11 04 13 modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

1. Designation of Premises (Part Leased to You): ANY PREMISES OR PART THEREOF LEASED TO YOU.
2. Name of Person or Organization (Additional Insured): ANY AND ALL PERSONS OR ORGANIZATIONS CONTRACTUALLY REQUIRING ADDITIONAL INSURED STATUS AS THE MANAGER OR LESSOR OF PREMISES TO YOU.
3. Additional Premium: INCLUDED

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

We waive any right of recovery we may have against the person or organization where required by written contract because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only where required by written contract.

As respects PROPERTY

This policy insures against "All Risks" of physical loss or damage, except as excluded, to covered property while on Described Premises, provided such physical loss or damage occurs during the term of this policy. Coverage is subject to policy deductibles, terms, conditions and exclusions. Loss Payable clause included for whom Insured has agreed to per written contract.

IMPORTANT NOTICE

***All other Additional Insureds requests requires Legal approval and issuance of a Certificate of Insurance.**

***For special requests, such as a WET SIGNATURE, please contact the appropriate team: P&C – Doreen Morris or Therese Scamardo; E&O – Helen Ponce de Leon or Mari Maceri; Cyber – Jeremy Gillespie or Ariel Magrini.**

This Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized by Gallagher or the Insurance Companies.



Proposal Signature Page

Koff & Associates intends to adhere to all the provisions described above.

This proposal is valid for 90 days from date of submittal.

Respectfully submitted,

By: KOFF & ASSOCIATES
State of California

Georg S. Krammer
Managing Director, Compensation and Rewards Consulting

October 18, 2023



Koff & Associates
A Gallagher Company

APPENDIX

Key Personnel Biographies

Georg S. Krammer, M.B.A., S.P.H.R.

Managing Director

Georg brings over 22 years of management-level human resources experience to Koff & Associates with an emphasis in classification and compensation design; market salary studies; organizational development; executive recruitment; performance management; and employee relations, in the public sector and in large corporations as well as small, minority-owned businesses.

After obtaining a Master of Arts in English and Russian and teaching credentials at the University of Vienna, Austria, Georg came to the United States to further his education and experience and attained his Master of Business Administration from the University of San Francisco. After starting his HR career in Wells Fargo's college recruiting department, he moved on to HR management positions in the banking and high-tech consulting industries. He had five years in the private sector where he served as an HR Manager, and Administrative Officer, and then HR Director before entering the public sector. With his wide-ranging and deep experience as a well-rounded senior HR generalist, his education in business and teaching, his depth and breadth of experience with public sector HR needs, programs, and functions, Georg's contribution to K&A's variety of projects greatly complements the Koff & Associates Human Resources and Recruitment Services team.

He has spearheaded several hundred classification, compensation, organizational, strategic planning, etc., studies for hundreds of cities, towns, counties, and special districts throughout the State of California and has contributed to more than quadrupling the size of Koff & Associates as a result of the success of his projects and the subsequent expansion of the business through referrals from satisfied clients. Georg joined K&A in 2003 and has been the firm's Chief Executive Officer since 2005.

In the last few years, Georg has been the Project Director/Key Personnel for classification and/or compensation studies, organizational assessments, and other HR projects, at the following agencies:

- **Cities/Towns:** Alameda, American Canyon, Anaheim, Arroyo Grande, Bellflower, Campbell, Citrus Heights, Coachella, Concord, Cotati, Gilroy, La Cañada Flintridge, Lomita, Los Altos, Los Altos Hills, Menifee, Menlo Park, Morro Bay, Murrieta, National City, Newport Beach, Oakland, Oxnard, Palm Desert, Perris, Pleasant Hill, Port Hueneme, Redlands, Redwood City, Sacramento, San Diego, San Jose, San Marino, Santa Ana, Santa Barbara, Santa Clara, Saratoga, Sausalito, Seal Beach, Spokane (Washington), Vallejo, West Sacramento, Westminster, Yucca Valley, Yreka
- **Counties:** Bernalillo (New Mexico), Fresno, Monterey, Orange, Placer, San Joaquin, Sonoma, and Trinity.
- **Courts:** Habeas Corpus Resource Center, Superior Court of Kern County, Superior Court of Orange County, Superior Court of Santa Barbara.
- **Education:** College of the Sequoias, Excelsior Charter Schools, First 5 Alameda, Foothill-De Anza Community College District, Riverside Community College District, West Valley Mission Community College District.
- **Special Districts:**
 - Air Quality: Monterey Bay Air Resources District, South Coast Air Quality Management District
 - Community Services District: Cosumnes CSD, Desert Recreation District, Hayward Area Recreation and Park District, Helendale Community Services District, Heritage Ranch Community Services District, Incline Village General Improvement District, Phelan-Pinon Hills Community Services District, Town of Discovery Bay CSD, Truckee Donner Recreation & Park District, Tualatin Hills Park & Recreation District

- Fire and Police Protection: East Contra Costa Fire Protection District, Orange County Fire Authority, Sacramento Metropolitan Fire District
- Housing/Economic Development: Alameda Housing Authority, Housing Authority of the City of San Buenaventura, Housing Authority of the County of Alameda, Housing Authority of County of Santa Barbara, Housing Authority of County of San Luis Obispo, Oakland Housing Authority, Santa Clara County Housing Authority, San Bernardino County Housing Authority
- Open Space: Local Agency Formation Commission (LAFCO) of Santa Clara County
- Public Utilities: East Bay Municipal Utility District, Inland Empire Utilities Agency, North Tahoe Public Utility District, Southern California Public Power Authority
- Transportation: Alameda County Transportation Commission, El Dorado County Transit Authority, Golden Gate Bridge Highway and Transportation District, Livermore Amador Valley Transit Authority, Long Beach Transit, Marin Transit District, Metropolitan Transportation Commission, Ontario International Airport, Orange County Transportation Authority, Port of Hueneme, Port of Long Beach, Port of Oakland, Riverside County Transportation Commission, Sacramento Area Council of Governments, Sacramento Regional Transit District, San Bernardino County Transportation Authority, San Bernardino International Airport, San Francisco Bay Area Water Emergency Transportation Authority, Santa Barbara County Association of Governments, Santa Clara Valley Transportation Authority, Sonoma-Marín Area Rail Transit, Transportation Corridor Agencies, Western Riverside Council of Governments
- Wastewater: California Association of Sanitation Agencies, Central Marin Sanitation Agency, Encina Wastewater Authority, Leucadia Wastewater District, Napa Sanitation District, Ojai Valley Sanitary District, Orange County Sanitation District, Oro Loma Sanitary District, Truckee Sanitary District, Union Sanitary District, Vallejo Flood and Wastewater District
- Water: Bay Area Water Supply & Conservation Agency, Beaumont Cherry Valley Water District, Central Coast Water Authority, Cucamonga Valley Water District, Eastern Municipal Water District, Joshua Basin Water District, Marina Coast Water District, Metropolitan Water District of Southern California, Min-Peninsula Water District, Mojave Water Agency, Monte Vista Water District, Mt. View Sanitary District, Oakwood Lake Water District, Paradise Irrigation District, Rancho California Water District, San Bernardino Valley Water Conservation District, Santa Clarita Valley Water Agency, Sonoma County Water Agency, South Coast Water District, State Water Contractors, Sweetwater Authority, Trabuco Canyon Water District, Vallecitos Water District, Valley County Water District, West Basin Municipal Water District, Western Municipal Water District, Zone 7 Water Agency
- Other: Cooperative Agricultural Support Services Authority, Los Angeles County Employees Retirement Agency, Orange County Mosquito & Vector Control District

Mike Harary, B.B.A., M.B.A.
Project Manager

Mike Harary possesses over 33 years of municipal HR management experience including serving as a Human Resources Director for two municipalities in Southern California. He has been involved in all aspects of Human Resources for the cities of La Mirada, Orange, Westminster, and Downey, including serving as Chief Labor Negotiator, managing recruitment and selection processes for all types of municipal government positions, handling employee benefits functions, responding to labor and employee relations issues, complying with labor laws, conducting personnel investigations, and managing a variety of general human resources functions. He has also served as a consultant with Koff and Associates for the last 2½ years managing numerous classification and compensation studies for multiple cities, counties, and special districts throughout California.

Mike has a bachelor's degree in Business Administration emphasizing in Human Resources Management from California State University, Long Beach, and a Master of Business Administration, also from Cal State Long Beach.

Some of the K&A classification and compensation projects Mike has worked on include but are not limited to:

- **Cities:** Bellflower, Corona, Davis, Duarte, East Palo Alto, El Monte, Fullerton, Gardena, Glendora, Newport Beach, Orange, Rohnert Park, San Marino, Spokane (WA), Westminster
- **Special Districts:** Altadena Library District, Banning Library District, Big Bear Lake Department of Water & Power, Buena Park Library District, Camrosa Water District, Chino Basin Water Conservation District, Cucamonga Valley Water District, Garfield County Public Library District (Colorado), Greater Los Angeles County Vector Control District, Housing Authority of the City of Santa Barbara, Housing Authority of the County of Santa Barbara, Jurupa Community Services District, Los Angeles County Employees Retirement Agency (LACERA), Orange County Water District, Tri-City Mental Health Authority, and Victor Valley College

Mike will provide managerial project support throughout this effort, including classification analysis, interviews with employees and management, compensation data collection and analysis, internal job analysis, development of recommendations, and implementation strategies.

Lindsay Christopher
Senior Consultant

Lindsay's professional qualifications include ten years of experience working in the public sector, mostly with Alameda County. In her role as Human Resources Analyst, she was responsible for classification and compensation projects, as well as recruitment and selection, in a Civil Service, merit-based, environment. Mostly recently, she continued to focus on classification and compensation projects at East Bay Regional Park District.

Since joining K&A in 2019, Lindsay has worked on studies for the following:

- **Cities:** Gardena, Hemet, Milpitas, Tracy, Corona, Seattle (Library), Napa, Dinuba, Town of Truckee, San Leandro, Pleasant Hill, San Jose, Upland, Phoenix,
- **Counties:** Humboldt, Butte, Kings, San Diego, Contra Costa
- **Special Districts:** Contra Costa County Employees' Retirement Association, Greater LA County Vector Control District, Orange County Sanitation District, Purissima Hills Water District, Marin Municipal Water District, Housing Authority of the City of Santa Barbara, Tri-City Mental Health Authority, Victor Valley College, Buena Park Library District, East Bay Regional Park District, Tualatin Hills Park and Recreation District, Valley Water, San Luis and Delta Mendota Water Authority, Desert Recreation District, Santa Clara Valley Water District, Regional Government Services, Compton Community College District, Port of Oakland, LA County Development Agency, Albuquerque Housing Authority, Metropolitan Transportation Commission

A Bay Area native, Lindsay earned her B.A. degree in Sociology with a concentration in Criminology from San Jose State University.

Lindsay will provide Senior H.R. Associate support throughout this effort, including classification analysis, interviews with employees and management, compensation data collection and analysis, internal job analysis, development of recommendations, and implementation strategies.

Monica Garrison-Reusch, B.A., M.B.A.

Consultant

Monica has over 15 years of human resource program experience, all of which have been spent serving as either a team consultant or project manager on projects working with public sector agencies. Monica's primary professional focus over the last several years has been on classification and compensation practices.

Prior to joining K&A, Monica performed classification and compensation consulting services as either a team member or project manager on varied projects including large scale studies done for the Counties of Madera, Sacramento, Bernalillo (in New Mexico), and the California State Department of Personnel Administration. Monica also developed and served as a Co-Trainer for a two-day course on Classification and Compensation.

Monica's depth of experience allows her to provide a broad range of human resources services to public agencies. She specializes in compensation projects focusing on both base salary and total compensation analysis studies. Monica has also worked on project teams conducting classification studies and organizational analysis, including performing the full range of classification analysis and conducting in-depth survey and analysis of organizational structures and past organizational practices.

Since joining K&A, Monica has worked on studies for the following clients:

- **Cities:** Cotati, Crescent City, Pleasant Hill, Sacramento, Vallejo
- **Counties:** El Dorado, Mendocino, Monterey, Trinity
- **State:** California State Auditor's Office
- **Special Districts:** AC Transit, Cosumnes Community Services District, East Bay Municipal Utility District, Eastern Municipal Water District, El Dorado County Transit Authority, First 5 Contra Costa County, First 5 Santa Clara County, Hayward Area Recreation and Park District, Livermore Amador Valley Transit Authority, Mendocino Coast Rec and Park District, Mojave Water Agency, North Tahoe Public Utility District, Orange County Transportation Authority, State Water Contractors, Trabuco Canyon Water District

She earned an MBA with an emphasis in Marketing at Golden Gate University and a Bachelor of Science in Business Administration from the University of Southern California.

Monica will provide Senior H.R. Associate support for this project, including classification analysis, interviews with employees and management, compensation data collection and analysis, internal job analysis, development of recommendations, and implementation strategies.

Arlene Marks Gibbs, BS, MPA, SPHR, IPMA-CP

Associate Consultant

Arlene Gibbs possesses over thirty years of Human Resources management experience including spending over twenty years in the public sector working for both large and small education, municipal and special district organizations in California.

Her public sector experience includes serving as the Chief Human Resources Officer for San Diego State University which is the largest California State University campus with over 6,700 faculty and staff. While at San Diego State, Arlene led the HR Directors Committee for the 23 campus system of HR service delivery. Her experience also includes senior and executive HR management roles with several small and large public agencies including the City of San Jose, the City of Tustin as well as air and water/wastewater special districts.

Arlene's experience includes all facets of Human Resources, Employee & Labor Relations. She is an experienced labor contract negotiator having negotiated many public sector labor agreements while serving as the Chief Spokesperson/Labor Negotiator. In addition, her experience includes managing recruitment and selection processes for all types of public sector positions, handling employee benefits functions, responding to labor and employee relations issues, coordinating classification and compensation studies, complying with labor laws, conducting personnel investigations, and managing a wide variety of general human resources functions.

Arlene holds a Masters' Degree in Public Administration from California State University Northridge and a Bachelor of Science Degree in Business Administration with an emphasis in Labor Relations from California State University Long Beach. She also is certified as an IPMA-CP and as a Senior Professional in Human Resources (SPHR).

Arlene has also led and participated in local, regional as well as statewide efforts in small and large agencies with the League of California Cities, IPMA as well as serving as a resource for City, County, State and Local Boards, Councils, Committees and Commissions.

Some of the K&A classification and compensation projects Arlene has worked on include but are not limited to:

- **Cities/Counties/Towns:** County of Butte, City of Bellflower, City of Concord, City of Cupertino, Humboldt County, City of Los Altos, Town of Los Altos Hills, and the City of Pinole.
- **Special Districts:** Dublin San Ramon Services District, Garfield County Public Library District (CO), Coachella Valley Water District, Foothill De Anza Community College District, and the Los Angeles County Development Authority.

Arlene will provide Senior H.R. Associate support throughout each effort, including classification analysis, interviews with employees and management, compensation data collection and analysis, internal job analysis, development of recommendations, and implementation strategies.

Janna Dinkelspiel
Associate Consultant

Janna Dinkelspiel came to Koff & Associates in August 2022 with over 15 years' experience in private and public sector human resources. Most recently Janna was a Senior Employee Relations Analyst in a municipality where she gained well rounded experience in recruitment and retention, employee relations, labor relations, policy development, performance management, training and development and classification and compensation. Janna was the City's subject matter expert for classification and compensation while conducting and implementing three large-scale compensation studies for the City, as well as assisting the executive team with creation of a compensation policy.

Janna has a degree in Business Administration from the University of Washington and holds a Senior Professional Human Resources Certificate from HRCI.

Edward Hsi
Associate Consultant

Edward Hsi has over 5 years of public-sector human resources experience with over 4 years in classification and compensation. His experience includes public sector work for California Public Utilities Commission and Glendale Community College. Edward joined Koff and Associates in November 2022.

Prior to joining Koff and Associates in 2022 he worked as a Classification and Compensation Analyst for Glendale Community College including taking part in managing, coordinating and participating in its District-wide classification study.

Edward earned his B.A. degree in Psychology at the University of California, Riverside and his M.S. degree in Industrial/Organizational Psychology at San Jose State University.

Renate Tiner, B.Sc.
Associate Consultant

Renate's professional qualifications include five years of both non-profit and private sector Human Resources experience. Starting in Human Resources administration and rising into Human Resources management, she gained experience in full-cycle recruitment, orientation and on-boarding, Health and Safety, Worker's Compensation, licensing and accreditation, policy development, and general Human Resources administration. Renate has a total of 10 years' experience.

Since joining Koff & Associates in 2017, Renate has worked on Classification and Compensation Studies for the following agencies:

- **Cities:** Bellflower, Concord, Cupertino, El Monte, Hillsborough, Los Altos, Mt. Shasta, Piedmont, Rohnert Park, San Diego, Sausalito, West Sacramento, Calistoga, Foster City, Pittsburg, Perris, Santa Cruz, Town of Truckee, Hayward, Rio Dell, County of Butte
- **Special Districts:** Alameda County Transportation Commission, Bay Area Water Supply and Conservation Agency, Eastern Municipal Water District, Dublin-San Ramon Services District, Foothill-De Anza Community College District, Groveland Community Services District, Los Angeles County Employees Retirement Association, Metropolitan Transportation Commission, Midpeninsula Regional Open Space District, Port of Long Beach, Riverside Community College District, and San Joaquin County Superior Court, Truckee Donner Public Utility District, Monterey Peninsula Regional Open Space District, Santa Clara Valley Open Space Authority, Triunfo Water & Sanitation District, Port of Stockton, Antelope Valley-East Kern Water Agency, Coachella Valley Water District, Foothill Municipal Water District, Orange County Sanitation District, Los Angeles Unified School District, Tahoe Transportation District, San Luis & Delta Mendota Water Authority, Habeas Corpus Resource Center

Renate earned her B.Sc. degree in Psychology from the University of Northern British Columbia, in Prince George BC, Canada. She was a Canadian Human Resource Professional (CHRP) Candidate before moving to the United States.

She will provide H.R. Associate support throughout this effort, including classification analysis, interviews with employees and management, compensation data collection and analysis, internal job analysis, development of recommendations, and implementation strategies.

COPY

PROPOSAL

Salton Community Services District

Total Compensation Study

DUE: October 18, 2023, 2:00 p.m.

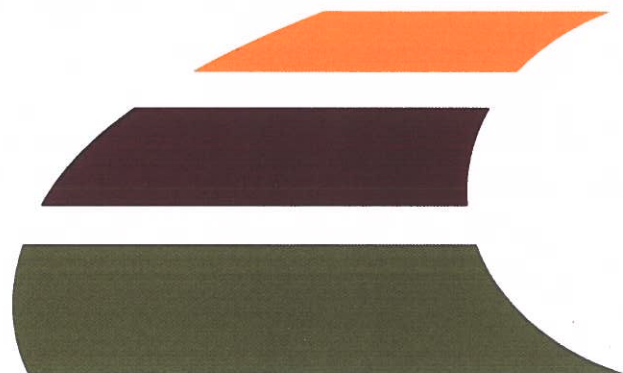
SUBMITTED BY:

VICKI QUINTERO BRASHEAR

Director of Products and Services

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Your Path to Performance

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Cover Letter

October 18, 2023

Christina R. Sutton
HR Director/Finance Officer
Salton Community Services District
1209 Van Buren Ave., Ste.# 1
Thermal, CA 92274

Subject: Total Compensation Study

Dear Ms. Sutton:

CPS HR Consulting (CPS HR) is pleased to submit this proposal to Salton Community Services District (District) to provide a district-wide total compensation study. We are excited to deliver this as your potential partner in achieving organizational excellence. With our comprehensive range of HR services, we combine our unmatched government sector knowledge with a shared perspective to drive impactful results.

We are committed to delivering services that are nothing short of exceptional, and we are eager to discuss how we tailor our solutions to best serve you. In business since 1985, we pride ourselves in establishing and nurturing long-term relationships with the agencies we serve as we live out our mission of bringing excellence in Human Resources to the public sector.

CONTACT INFORMATION	
Proposal Contact/Contract Authorized Representative	Vicki Quintero Brashear, Director of Products and Services (916) 471-3481; vbrashear@cpshr.us 2450 Del Paso Road, Suite 220; Sacramento, CA 95608
Proposed Project Manager	Sarah Jansen, Senior Consultant or Suzanne Ansari, Senior Consultant
Proposed Team	Igor Shegolev, Technical Specialist Sheila McAuliff, Principal Program Coordinator Denise Moran, Program Coordinator Chase Sivret, Associate HR Consultant

Distinguishing Characteristics

Extensive Public Sector Expertise: We have a profound depth of experience working exclusively with public agencies and non-profit organizations. CPS HR is a joint powers authority, and as such, our charter mandates that **we provide services exclusively to public agencies and non-**

profits. Over the years, we have conducted hundreds of classification and compensation studies for a wide array of public agencies.

Highly Qualified Staff: Our dedicated team members bring a wealth of knowledge, having worked in both public and private sectors in classification and compensation. They are known for their meticulous approach to tasks, active listening to our clients' needs, and hold advanced education and certifications.

Cutting-Edge Technology: At CPS HR, we utilize the power of our proprietary web-based tool, the Comp Calculator, for efficient management and analysis of compensation survey data. This innovative platform allows for agency-specific data entry and generates individual datasheets in Excel for each surveyed classification. Moreover, we facilitate secure and seamless collaboration through shared documents with our clients via Microsoft Teams™.

Tailored Services: CPS HR is committed to delivering top-quality classification and compensation services tailored to the unique objectives of each client's study.

Open and Transparent Communication: Throughout the project, the CPS HR Project Team is dedicated to maintaining open channels of communication with our client's staff. This commitment ensures that the project remains on track, adheres to the established timeline, and remains within budget constraints.

Should you have any questions, please do not hesitate to contact me at **(916) 471-3481** or via e-mail at **vbrashear@cpshr.us**.

Sincerely,



Vicki Quintero Brashear
Director of Products and Services

Consultant's Prior Experience and Qualifications

Due to our Joint Powers Authority status, CPS HR can only contract with public entities. All of our experience comes from working with agencies similar to the District.

County of Sacramento (Ongoing Services Contract)

Services: Ongoing services contract providing classification and compensation studies for single class or department wide projects.

Long Beach Water District (2019-2023)

Services: Conducted a classification study for 25 incumbents across 34 classifications; additional studies as needed.

San Diego Association of Governments (SANDAG) (2017 – Present)

Services: Provide classification and compensation studies for single class or organization wide projects.

Examples of Completed Projects List

Due to the significant number of projects, we provided a partial list of public agencies for which we have provided classification and compensation services below.

Classification and Compensation Partial Five-Year Listing	
Albert Einstein Academies (CA)	Fort Collins – Loveland Water District & South Fort Collins Sanitation District (CO)
California Department of Food and Agriculture	Fresno Unified School District (CA)
California Department of Industrial Relations	Imperial Irrigation District (CA)
California High-Speed Rail Authority	Inland Empire Utilities Agency (CA)
California Infrastructure and Economic Development Bank	Jefferson Union High School District (CA)
California Office of the State Public Defender	Long Beach Water Department (CA)
California Public Utilities Commission	Mariposa County Unified School District/Mariposa County Office of Education (CA)
California State Controller's Office	McKinleyville Community Services District (CA)
California State Lands Commission	Mendocino County (CA)
CalOptima	Montgomery County (MD)
Chaffey College (CA)	Morgan County (CO)
City of Carlsbad (CA)	North County Transit District (CA)
City of Carpinteria (CA)	Northern California Power Agency (CA)
City of Chicago (IL)	Ojai Valley Sanitary District (CA)
City of Glendora (CA)	Orange County Fire Authority (CA)
City of Long Beach (CA)	Otero County (CO)
City of Menlo Park (CA)	Paradise Irrigation District (CA)

*Proposal to Salton Community Services District
Total Compensation Study*

City of Newport Beach (CA)	Paratransit (CA)
City of Palm Desert (CA)	Port of Long Beach (CA)
City of Plano (TX)	Prince George's County (MD)
City of Rancho Cucamonga (CA)	Redlands Unified School District (CA)
City of San Luis (AZ)	Reef-Sunset Unified School District (CA)
City of San Mateo (CA)	San Diego Association of Governments (CA)
City of Santa Cruz (CA)	Santa Clarita Valley Water District (CA)
City of Santa Monica (CA)	Schools Excess Liability Fund (CA)
City of Sheridan (CO)	Seattle City Light Department (WA)
City of Temecula (CA)	Sequoia Union High School District (CA)
Colorado River Fire Rescue	Southwestern Power Administration (GA)
County of Calaveras (CA)	Superior Court of California - Tulare County (CA)
County of Montgomery (MD)	Superior Court of California, County of Sacramento
County of Park (CO)	Town of Eaton (CO)
County of Sonoma (CA)	Tulare County (CA)
Covered California	Vail Recreation District (CO)
Cucamonga Valley Water District (CA)	Ventura County Transportation Commission (CA)
Eagle River Water & Sanitation District (CO)	WAPA (CSO) US DOE/Western Area Power (CO)
El Dorado County Office of Education (CA)	West Valley Water District (CA)
Folsom Cordova Unified School District (CA)	Williams S. Hart Union High School District (CA)

References

City of Temecula (2018 - Current)

Address: 41000 Main Street, Temecula, CA 92590

Contact: Isaac Garibay, HR Manager; (951) 302-4150; isaac.garibay@TemeculaCA.gov

Services: Provide classification and compensation studies for single class or department wide projects.

Long Beach Utility (2019-2023)

Address: 1800 East Wardlow Road, Long Beach, CA 90807

Contact: Meg Rau, Administrative/Personnel Officer; (562) 570-2375; meg.rau@lbwater.org

Services: Conducted a classification study for 25 incumbents across 34 classifications. Updated compensation structure.

Santa Clarita Valley Water Agency (2019-2021)

Address: 27234 Bouquet Canyon Rd., Santa Clarita, CA 91350

Contact: Aristeia Mantis, Human Resources, Supervisor; (661) 297-1600 ext. 235; amantis@scvwa.org

Services: Conducted classification and total compensation study with FLSA analysis and allocation recommendations for 208 incumbents across 86 classifications; 40 benchmark classifications and 12 comparable agencies.

Organizational Chart

We have a uniquely qualified team of professionals who will focus on maintaining open communication with the client's designated staff to ensure that this project preserves its scope, the client's objectives are met, and all deliverables adhere to the confirmed timeline and budget. The Project Team will be selected upon project award.

Staff/Role	Experience/Education
Ellen Wandell, Division Manager <i>Location: Ohio</i>	<p>Human Resources professional with over 12 years of progressive experience in public sector HR at the state and local levels. Ms. Wandell has substantial experience partnering with business units to design, deliver, and implement policy driven, innovative solutions to daily HR issues as well as large scale strategic initiatives.</p> <ul style="list-style-type: none">• Masters of Labor and Human Resources, Ohio State University• B.S., Business Administration, Ohio State University <p>Certifications: Professional in Human Resources (PHR), Certified Labor Relations Professional (CLRP)</p>
Igor Shegolev, Technical Specialist <i>Location: Arizona</i>	<p>Compensation and HR practitioner with over 25 years of experience in managing HR activities and teaching graduate business courses.</p> <ul style="list-style-type: none">• M.S., Business Science of HR Management, Troy University, Troy, AL <p>Certifications/Memberships: Senior Professional of Human Resources (SPHR). Member of: SHRM, WorldatWork (U.S. Total Rewards Association)</p>
Sarah Jansen, Senior HR Consultant <i>Location: California</i>	<p>Over 12 years of public sector human resources experience, including significant classification and compensation experience. Also served on the Classification and Compensation Committee at a previous employer.</p> <ul style="list-style-type: none">• B.A., Business Administration, Magna Cum Laude, Humboldt State University, Arcata, CA
Suzanne Ansari, Senior HR Consultant <i>Location: California</i>	<p>Senior-level human resources professional with over 15 years of experience in public, private, and non-profit sectors. Ms. Ansari is highly skilled in classification, compensation, job analysis, and organizational studies. She has prepared over 1,000+ job descriptions for multiple agencies, served as a guest speaker on classification & compensation topics at various conferences and has published several articles for local Orange County based newspapers.</p>

Staff/Role	Experience/Education
	<ul style="list-style-type: none"> • B.S., Speech Communication, Cum Laude, minor in Education, University of Alaska, Fairbanks, AK <p>Certifications/Memberships: Merit Academy graduate-California Personnel School Commission (CSPCA), Orange County Sheriff Department Citizen's Police Academy graduate. Member of: Society for Human Resource Management (SHRM), Western Region Intergovernmental Personnel Assessment Council (WRIPAC), and California Public Employers Labor Relations Association (CALPELRA)</p>
<p>Sheila McAuliff, Principal Program Coordinator <i>Location: California</i></p>	<p>Ms. McAuliff has more than 20 years of HR experience with focus in the areas of recruitment and selection, licensure and certification, and classification and compensation. She has been the project manager for a variety of employment testing and certification programs at the state and local levels. She currently manages the operations team in the classification and compensation division with a focus on quality control, technology solutions, and data management.</p> <ul style="list-style-type: none"> • B.S., Business – Human Resources Management
<p>Denise Moran, Program Coordinator <i>Location: South Carolina</i></p>	<p>Ms. Moran has over 25 years of administrative experience, 14 of which have been in the Human Resources environment including the administration of benefits for CPS HR.</p> <ul style="list-style-type: none"> • Distinction, COBOL Computer Programming and Design, Bolton St. College, Ireland • Grade A, Employee Benefits, UC Davis Extension
<p>Chase Sivret, Associate HR Consultant <i>Location: California</i></p>	<p>Over five years of experience with data analytics, data collection, and quality control, with two years of experience in the human resources environment.</p> <p>B.S. Business Administration Finance, University of Arizona</p>

Team Member Resumes

Ellen Wandell, MLHR, PHR, CLRP; Manager, Classification and Compensation

Ms. Wandell is the Manager of Classification and Compensation with CPS HR Consulting. She brings over 12 years of progressive experience in public sector human resources at the state and local levels.

A leader and established HR professional, she has extensive experience partnering with business units to design, deliver, and implement policy-driven, innovative solutions to daily HR issues as well as large scale strategic initiatives. She has a desire to understand the client's needs and provide recommendations for improvement while working within defined parameters. She has led county and citywide initiatives regarding compensation, performance management, and benefits administration impacting over 1,500 employees and multiple bargaining units.

Certifications: Professional in Human Resources (PHR), Human Resources Certification Institute; Certified Labor Relations Professional (CLRP), National Public Employees Labor Relations Association; Ohio Office of Collective Bargaining Academy Graduate, Ohio Department of Administrative Services

Employment History

- Manager, Classification and Compensation, CPS HR Consulting
- Director of Human Resources, Delaware County, Ohio and Whitehall, Ohio
- Administrative Officer – Human Resources, Franklin County, Ohio

Professional Experience

- Current Project Manager for classification and compensation studies for public sector clients (state, local and special districts)
- Director of Human Resources experience with expertise in recruitment and selection, Labor (Employee) Relations, classification and compensation, and employee benefits
- Conduct position/classification analysis, working out of class, salary surveys, developing classification specifications and duty statements, etc.
- Complete organization-wide job analyses for a variety of classification levels and types, including public safety and civilian personnel
- Negotiate and administer collective bargaining agreements and memorandums of understanding involving employee compensation, classification, and leave benefits
- Experience in design and delivering training for large groups on mentoring and coaching, benefits administration, and performance management

Education

- Master of Labor and Human Resources, The Ohio State University, OH
- B.S., Business Administration, The Ohio State University, OH

Igor Shegolev, M.S., SPHR

Mr. Shegolev, SPHR is a Principal HR Consultant with CPS HR Consulting. He is a compensation and human resources practitioner with extensive experience in managing HR activities and teaching graduate business courses. For the last two decades, he has held executive jobs in compensation and HR management in government and the healthcare industry. He has worked with a broad spectrum of organizations providing advanced and effective solutions in compensation management, total rewards, and employment analytics.

Employment History

- Principal HR Consultant, CPS HR Consulting
- Owner, HR Know Consulting
- Faculty Instructor, University of Phoenix
- Senior Director of Compensation, Carondelet Health Network (Ascension Health)
- Manager of Compensation, Northwest Health System
- Compensation Analyst, Pima and Cochise County Government

Professional Experience

- Served as an independent consultant and expert advisor for various projects related to compensation, classifications, employment databases, record keeping, total rewards, executive compensation, policy development and benefits designs.
- Advised companies and government entities on retirement plan design, executive compensation, development of incentive and variable pay structures, classification structure, HRIS systems and databases. Lead team of independent contractors.
- Taught graduate and undergraduate courses in human resources management, economics, organizational behavior, business ethics and employment law.
- Directed development and implementation of compensation and benefits strategies, policies and practices of the Healthcare Network (three hospitals, surgery group and physician group (4,200 employees).
- Oversaw compensation, benefits and HRIS strategies, policies and practices of the 650-bed nonprofit (3,500 employees) hospital.
- Participated in development of organizational strategy and strategic initiatives as a member of executive team.
- Directed all activities in training, performance management, compensation and classifications. Conducted market studies, researched trends in rewards and compensation. Ran recurring reports, assigned pay rate to employees and conducted job classification analysis.

Education and Certifications/Leadership

- M.S., Troy University, Troy, AL
- Member, WorldAtWork
- Member, SHRM-GT
- Member, Arizona Total Rewards Association

Sarah Jansen, B.B.A., Sr. HR Consultant

Employment History

- Senior HR Consultant, CPS HR Consulting
- Deputy Human Resources Director I/II; HR Analyst I/II, County of Lake, Lakeport, CA
- Human Resources Assistant; Personnel Clerk (Student Trainee); Office Automation Clerk; US Forest Service, Eureka, CA

Professional Experience

- Advise County departments on the complex human resources matters, including but not limited to, leave of absence, employee performance, classification and compensation, etc.; advise departments on Human Resources related laws, policies, MOUs, etc. Oversee and manage the County's recruitment process
- Involved in numerous aspects of the County classification and compensation system, including advising departments, serving as the primary contact for job description development, performing and/or overseeing salary studies, making salary recommendations, etc.
- Serve as joint administrator for the County's HR information system, and primary system administrator for the County's online recruitment system
- Create, edit, and produce reports from the Human Resources and Payroll systems using specialized software (Cognos Impromptu)
- Oversee various mandated state and federal reports (i.e. EEO 4)
- Served as a member of the County's negotiating team for approximately one year
- Participate in benefits open enrollment for the County
- Responsible for the County's "position control" process - ensuring that only allocated, and funded positions are filled

Education

- Bachelors in Business Administration, Magna Cum Laude, Humboldt State University

Suzanne Ansari, B.A., Sr. HR Consultant, Project Manager

Employment History

- Senior HR Consultant, CPS HR Consulting, California
- Coordinator, Community Resource Center of San Clemente

Professional Experience

- Performs a variety of complex, analytical and professional human resources consulting functions in support of classification, compensation, job analysis and organizational studies
- Develops over a thousand job descriptions in accordance with applicable laws, codes, policies and procedures including ADA
- Conducts multi-level salary, compensation systems evaluations and benefits surveys of organizations including school districts, superior courts, county offices of education, cities, tribal agencies, colleges, other governmental and non-governmental entities
- Participates in the research, analysis and assembly of a variety of technical information including classification realignments, merit pay, equity adjustments, promotional increases and salary decreases
- Develops and conducts informational seminars, trainings, orientations, study briefings and presentations

Education

- B.A., Speech Communication with minor in Education, University of Alaska (Cum Laude Honors & Chancellor's List)

Professional Affiliations

- Society for Human Resources Management Professional Member
- Business Networking International member
- Public Relations Society of America-Orange County member

Sheila McAuliff, Principal Program Coordinator

Employment History

- Principal Program Coordinator; Senior Program Coordinator; Program Coordinator; Test Program Technician, CPS HR Consulting

Professional Experience

- Current operations manager for classification and compensation division responsible for overseeing the quality control and data management for all deliverables. Evaluates technology solutions, designs and developments technology tool replacement, and provides training and support for division technology solutions.
- Conducts a variety of classification and compensation consulting tasks including PDQ review, incumbent and supervisor interviews, development and distribution of salary surveys, job matching, and benefit collection and analysis.
- Planned, organized, directed, trained, and oversaw the work of project staff including four technicians, two clerical staff members, and over 375 nationwide proctors.
- Managed projects for test administration including State of California Unit 7 Physical Agility, Board of State and Community Corrections, Commission on POST, City of Oakland Police Officer Trainee, City of Chicago's Police Sergeant and Entry-Level and Promotional Examinations – Fire & Law, City University of New York Campus Peace Officer, and Port Authority of New York and New Jersey internal and external test administration services.
- Manager for the Carpenters International Certification Council's Written Examination program overseeing all aspects of testing for the Certified Rigger & Signaler certification program. Successfully administered approximately 750 written examinations per year across the United States and Canada.

Education

- B.S., Business – Human Resource Management

Professional Affiliations

- Personnel Testing Council of Northern California (PTC-NC)
- IHRIM International Association for Human Resource Information Management
- CompTIA AITP
- Institute for Credentialing Excellence

Denise Moran, Program Coordinator

Employment History

- Program Coordinator; Class/Comp Administrative Technician; Marketing Technician; HR Administrative Technician, CPS HR Consulting
- Regional Office Manager & HR Support Rep., Office Depot, Business Services Division
- Senior Admin to Director of E-Business, Intel Corporation
- Executive Assistant, Regional Sales Director, Office Depot, Business Services Division
- IT/Executive Secretary, National Council on Aging and Older People
- Personal Assistant to President/Owner, Alfred Haber Distribution Inc.
- Senior Client Services Executive, PHH Ltd

Professional Experience:

- Provide project management support, including project timelines and improving procedure and process efficiency and quality.
- Assist consultants in analyzing and compiling data. Creates and distributes reports for consultants.
- Audited and processed on-boarding and off-boarding paperwork. Handled setup and maintenance of employee personnel and benefit files and processed ongoing personnel changes in the HR systems. Coordinated and participated in new hire orientation and training.
- Analyzed requirements and designed an electronic filing system for all personnel and benefits records to ensure records are secure and separated appropriately. Developed guidelines to facilitate access of electronic personnel files by employees, supervisors, and background investigators while maintaining the integrity of the information. Assisted with transition to paperless system, including removal of documentation in accordance with sound record retention requirements.
- Assisted with recruitment, applicant tracking and processing, and collection of data and statistics for Annual Report. Provided administrative support on other projects as assigned.

Chase Sivret

Chase Sivret is a motivated and professional individual with a passion for aviation, an ability to analyze data and apply results to increase the efficiency of business operations, and a collaborative mentality for working towards a common goal with team members.

Employment History

- Project Consultant, CPS HR Consulting, Sacramento, CA
 - Proctor/Chief Proctor
 - Bookroom Chief, City of Chicago Public Safety Exams
 - Entry Law Exams, City of Oakland
 - Notary Public Exams, Sacramento, CA
- Customer Service/Gate Operations Agent, American Airlines, Sacramento, CA
- Personal Shopper, SHIPT, Sacramento, CA
- Preceptor for Analytical Methods of Business Course, University Of Arizona, Tucson, AZ

Professional Experience

- Conducts client meetings and facilitates technology trainings.
- Analyzes classification specifications, organizational charts, financial budgets, and union contracts to conduct whole-job analysis for classification and compensation studies.
- Creates, programs, deploys, and finalizes position description questionnaire process.
- Creates classification specification matrices, classification specification shells, and conducts final camera-ready view of all classification specifications.
- Conducts labor market research, including ERI data.
- Creates, programs, deploys, and finalizes data collection and job matching tool for job matching process; assists with data collection for total compensation projects.
- Creates client data review deliverables, final study compensation data sheets.
- Conducted multi-session, multi-day test administrations; handled receipt and pre- and post-inventory of exam booklets, candidate instructions, and answer sheets; ensured exam security.

Education and Certification

- *(in progress)* M.S., Aeronautics, Embry-Riddle Aeronautical University, Daytona Beach, FL
- Bachelor of Science in Business Administration Finance, University of Arizona, Tucson, AZ
- Google Data Analytics Career Certificate, Online Course

Management Overview and Approach

Our Understanding of the Scope of Work

CPS HR understands the District is seeking an organization-wide total compensation study within the following parameters:

■ Salary¹ + benefits collection, analysis, and comparison

- Up to 7 benchmark classifications
- Labor market pool of up to 8 agencies (CPS HR will conduct research and provide recommendations for a pool; the District will select the final list)
- Internal equity analysis at the classification level
- Development of salary recommendations and update of the compensation structure
- Recommendation of appropriate consumer price index or indices for District consideration
- Provision of project report and discussion of the report at the conclusion of the study
 - We have also budgeted up to 3 formal presentations during the study (2 to the Compensation Study Committee and 1 to the Board of Directors)

Work Plan

Task 1 – Review District Background Materials. Upon contract execution, CPS HR will request background information from the client to ensure our Project Manager and the CPS HR Project Team are prepared for initial meetings. The CPS HR Project Manager will coordinate activities through and report to the client's Internal Project Manager and other designated key stakeholders.

Task 2 – Initial Project Meeting. The primary objective of this task is to conduct an initial meeting between the CPS HR Project Manager and the District's Internal Project Manager along with other designated stakeholders. This meeting will aim to align all parties on the study methodology, deliverables, timelines, communication strategies, and data collection methods. Additionally, the meeting will serve as an opportunity to delve into the specifics of the District's current

¹ CPS HR collects the minimum and maximum of the salary range; not actual, individual salaries.

compensation philosophy and its market positioning goals.

The following key elements will be discussed:

- Overall scope of the study
- Data gathering methodology and the job matching process
- Review whether the District aims to lag, meet, or lead the market
- Use of median, mean, or other percentiles for market positioning
- Labor market agency selection
- Benchmark classifications, considering skills, competencies, and responsibilities
- How benchmark classifications compare to similar roles in competitor agencies or organizations
- Various phases of the study and review of general timelines
- Channels for ongoing communication between CPS HR and the District
- How to engage with other stakeholders such as labor unions, employees, and department heads
- Deliverables and first immediate steps

Client Responsibilities and/or Pricing Assumptions Associated with Task:

- It is assumed that no more than **7** benchmark classifications will be surveyed.
 - The Client will complete a benchmark summary matrix describing various components of each job, such as primary duties, minimum qualifications, distinguishing characteristics, etc.
- It is assumed that no more than **8** total labor market agencies will be selected for comparison.
 - CPS HR will research up to **13** comparable labor market agencies and provide recommendations for final selection by the District.

Task 3 – Design, Develop, and Distribute the Survey Instrument. The CPS HR Project Team will develop a comprehensive survey instrument to ensure the effective collection of compensation data from each of the survey agencies. The online survey will include a brief description of each of the survey classifications with a request for the minimum and maximum monthly salary for each.

For a *base salary* study, the survey instrument will include a brief description of each of the survey classifications with a request for the minimum and maximum monthly salary for each. Salaries are retrieved from published salary schedules effective on an agreed upon date.

For a *total compensation* study, the following elements of total compensation are added to the base salary survey:

- 1) Retirement Contributions - Money paid by the employer on behalf of employees (members). The data are collected for reporting and are included in total compensation calculations.
 - a. Employer Retirement Contribution - CPS HR reports and analyze a stated percentage of salary paid by the employer or the employee at the current point in time. The normal cost rate is collected, which excludes unfunded accrued liability.
 - b. Medicare – Contribution rate of 1.45% times the base salary median is used to calculate total compensation, there is no maximum compensation limit.
 - c. Social Security (if agency participates) - Contribution rate is 6.20% of the median compensation and is included in the total compensation calculation.
- 2) Health benefits data are collected for reporting and are included in total compensation calculations.
 - a. Medical, Dental, and Vision benefits, based on the maximum contribution for family coverage (employee + 2 or more dependents)
 - b. Cafeteria Plans (Flex Credit & Health Savings Account)
- 3) These data are collected for reporting purposes only and are not included in total compensation calculations.
 - a. Sick Leave
 - b. Holiday Leave
 - c. Vacation Leave
 - d. Paid Time Off
 - e. Administrative/Management Leave
- 4) Cash Add-Ons are defined as “supplemental pay and benefit components that are equivalent to cash for the employee” and are typically found in a benefit summary document or bargaining agreement. The data are collected for reporting and are included in total compensation calculations.
 - a. Retirement Pick-up (i.e., Employer Paid Member Contribution (EPMC))
 - b. Deferred Compensation (i.e., 457b, 401k, 403b)
 - c. Incentives (only education/certifications, performance)
 - d. Longevity
 - e. Allowances (only vehicle, cell phone, and uniform, as applicable)

Client Responsibilities and/or Pricing Assumptions Associated with Task:

- The client may add other benefits elements, should it desire, at an additional cost.
- The client shall complete a spreadsheet (template provided by CPS HR) detailing the client's benefits elements and their costs/details.
- Please note that only employer costs are collected; not employee costs.

Task 4 – Review, Analyze, and Validate Labor Market Survey Data. CPS HR begins labor market data collection by researching available information online to make preliminary classification matches and obtain data. The CPS HR Project Team will reach out to labor market agencies to confirm and/or complete survey data after completing as much pre-work as possible. We find that this initial collection effort results in greater participation from the labor market agencies. Once CPS HR has completed their survey analysis tasks, the CPS HR Project Manager will audit the final data as part of our quality review process.

Classification matching includes reviewing agency background materials such as copies of classification specifications, organization charts, staffing information, and other useful materials to substantiate the accuracy of the comparability of the matches. To determine whether a match from a labor market agency is comparable to the District's benchmark, CPS HR utilizes a whole job analysis methodology; this commonly used methodology analyzes the job as a whole, rather than by individual factors, by evaluating the core duties and responsibilities, the nature and level of work performed, and the minimum qualifications to determine whether the classification is comparable enough to be utilized as a match. The methodology recognizes slight differences in duties assigned to matches from other labor market agencies which do not impact the type, nature, and level of work performed. Matches should not be so broad that they include classifications performing dissimilar work, or work done at a higher or lower level, but they also should not be so narrow that they exclude matches doing comparable work, with slight differences in work that do not change the level and nature of work.

Client Responsibilities and/or Pricing Assumptions Associated with Task:

- Should any labor market agencies be non-responsive to requests for information, we will provide the District with contact information and request that they use their professional contacts to follow up on CPS HR's behalf. We have found this approach to be beneficial.
- The District may add additional labor market agencies should any in the initial selection be non-responsive or not provide sufficient matches at an additional cost.
- **Responsiveness of labor market agencies is absolutely critical to maintaining the agreed timeline.** An amended timeline will be provided by the CPS HR Project Manager if the data collection period is pushed out. Any contract amendment needed due to timeline shift will be discussed with the District at the appropriate point.

Task 5 – Design and Develop Data Spreadsheets. CPS HR will develop an individual data sheet for each survey classification that presents the comparable classification used in each agency

with the relevant data associated with that classification, such as the position ranking within the labor market and salary range minimum and maximum.

The labor market data analyses will be conducted based upon the labor market position affirmed within the District's compensation philosophy (e.g., median, mean, or other percentile). Each comparable match for each survey classification is reported in the relevant data sheet for full disclosure.

Task 6 – Conduct Benefits Analysis. The benefit data submitted from the labor market agencies will be analyzed quantitatively and qualitatively.

In the quantitative analysis, specific benefits will be incorporated into the base salary data sheets to provide a total compensation analysis. This analysis of program costs will provide the client with an understanding of how the study classes compare against their market when the costs of benefits programs are taken into consideration. Within these data sheets, four different analyses can be conducted based on how our clients wish to view the data:

1. An analysis of the survey classification's position within the labor market for base salary
2. An analysis of the survey classification's position within the labor market when the cost of cash add-ons is taken into consideration (total cash)
3. An analysis of the survey classification's position within the labor market when the cost of cash add-ons and health programs are taken into consideration
4. An analysis of the survey classification's position within the labor market when the cost of cash add-ons, health program costs, and retirement contributions are taken into consideration (total compensation)

The qualitative analysis will include the general trends and practices of benefits offered across the agencies summarized in tables and provided in an Excel file.

Task 7 – Conduct Internal Equity Analysis/Prepare Draft Salary Recommendations/Update Compensation Structure. A well-rounded compensation program encompasses an evaluation of external labor market data as well as a careful assessment of internal job relationships aligned with the District's values. The internal equity analysis for non-benchmark classifications involves a series of essential steps to establish fair and consistent relationships. These steps include:

1. **Analysis of Pay Relationships:** This involves evaluating pay relationships based on the hierarchy of jobs and historical pay practices.
2. **Development of Guidelines:** These guidelines encompass factors like span of control and the nature and level of work performed.
3. **Recommendation of Differentials:** Based on the above analysis, we will recommend equitable and appropriate internal relationship differentials between classifications/pay grades.

Our methodology for setting salary levels for both benchmark and non-benchmark classifications follows these steps, ensuring consistency across all District study classifications:

- 1. Benchmark Classifications:** We identify benchmark classifications that serve as reference points for salary setting based on market data.
- 2. Salary Recommendations:** Salary levels for benchmark classifications are established in line with market data.
- 3. Internal Alignment Review:** We conduct a comprehensive review of the District's existing internal alignment differentials to assess where adjustments are needed.
- 4. Internal Differentials:** Recommended internal differentials are applied within job families to determine salaries for classifications with significant relationships due to shared job series or family.
- 5. Remaining Classifications:** For non-benchmark classifications or those with limited comparable data, we evaluate their alignment with other classifications based on factors such as job nature, level, and minimum qualifications.

The salary recommendations for each study classification will include:

- Classification Title
- Current Monthly Range Maximum
- Recommended Monthly Range Maximum
- Percentage or Dollar Amount Differences between Current and Recommended Ranges, including steps within a range if desired.

This detailed information enables the District to assess the percentage and dollar amount of any increase on a classification-by-classification basis. Our approach ensures a thorough and equitable compensation structure that aligns with both external market data and internal relationships within the organization.

Finally, updating the compensation structure itself is a complex process that involves a thorough evaluation of an organization's pay practices. The first step is to conduct a comprehensive analysis of market data, internal equity, and the organization's strategic goals. This analysis helps in identifying areas that require adjustment within the compensation structure. Some key technical aspects include:

- **Range Type Decision:** Whether to use an open range or a step system for salary scales, considering factors like flexibility and performance-based incentives.
- **Bandwidth Analysis:** Analyzing the width between the minimum and maximum salaries within each pay grade to determine the balance between cost control and talent attraction and retention.
- **Separation Between Pay Grades:** Reviewing the separation between pay grades to ensure clear distinctions in job value and responsibilities, aligning them with market standards, internal equity, and the organization's compensation philosophy. This will help

easily spot situations where there is minimal pay difference between employees at different levels.

Client Responsibilities and/or Pricing Assumptions Associated with Task:

- Determination of exact cost to implement any salary range changes will be the responsibility of the client. Implementation considerations will be discussed by CPS HR.
- The compensation structure will also be updated. For example, changes will be made to the *bandwidth* of each pay grade or the *separation* between grades. CPS HR will also discuss potential compression or compaction issues with the client.

Task 8 – Prepare and Present the Compensation Report. The CPS HR Project Team will develop a report detailing the results of the methodology and results of the labor market survey. This report will be comprised of the following:

- Scope of the study, list of benchmark classifications and labor market agencies
- Results of the base salary and total compensation survey (job matches to be provided under separate cover in MS Excel)
- Labor market data analysis (data sheets and benefit tables provided under separate cover in MS Excel)
- Actions taken to develop salary recommendations and update the compensation structure
- Discussion on appropriate consumer price index/indices

Client Responsibilities and/or Pricing Assumptions Associated with Task:

- Costs assume one (1) meeting, for up to 1 hour to discuss the report.
 - We have also budgeted for three (3) additional presentations for stakeholder groups of the District's choosing.
 - The client may add other formal presentations, should it desire, at an additional cost.
- The report will be submitted with an opportunity for feedback/updates to the report by the District. The District will provide any change requests, if needed, within two (2) weeks of initial receipt of the report.

Timeline

Upon conclusion of the initial kick-off meeting, the designated Internal Project Manager from CPS HR will collaborate with District representatives to formulate a customized project timeline. We advocate for a structured yet adaptable timeline, engineered to flexibly navigate unforeseen challenges while steadfastly achieving outlined milestones.

Our compensation timelines are based upon the assumptions that:

- selected labor market agencies will provide the information required within the specified timeframe, and
- the District can provide a prompt review process, ensuring timely feedback, commentary, and final approval for each phase of the study deliverables.
- Upon full contract execution, CPS HR can begin the project on or after December 1, 2023.

We estimate approximately 8 to 8.5 months for project completion. While we understand the District would like a final report by May 17, 2024, and it has outlined specific dates in the RFP for various project activities, we believe the timeline needs to be somewhat accelerated to meet the May 17, 2024 deadline. If the projects begins in early December, we believe a mid-May end date is feasible, provided participating labor market agencies are responsive.

Compensation Study - Sample Timeline (Not an Exact Timeline)	Week Number(s)
Receive and Review Client's Background Materials; Initial Project Meeting; Preliminary Discussion of Possible Labor Market Agency Pool; Conduct Research	1-3
Labor Market Agency Selection	3.5
Design, Develop, and Distribute Survey Instrument	4-5
Collect and Validate Labor Market Survey Data	6-7
Conduct Job Matching	8-10
Client Review and Feedback of Matches, Finalize and Obtain Client Approval	11
Collect Final Benefits Components for Final Matches	12
Design and Develop Data Spreadsheets; Client Review and Approval	13-15
Conduct Internal Equity Analysis/Prepare Draft Salary Recommendations	16-17
Client Review of Draft Salary Recommendations/Finalization	18
Prepare and Present Compensation Report	19-20

Fee Proposal

Professional Fixed Fee

CPS HR has prepared the following **professional fixed fee** based on the scope of work described.

Description	Price
Total Compensation Study	\$27,980
<i>Not-to-Exceed Contract Amount:</i>	
	\$27,980

Pricing Breakdown

Phase	Cost
Project initiation	\$2,380
Labor market research/finalization	\$2,145
Survey development, distribution, and data collection in preparation for job matching	\$3,700
Job matching, auditing, finalization	\$7,800
Salary recommendations, internal equity leveling at the classification level, update of compensation structure	\$2,635
Reporting, presentations, quality control, project management, implementation considerations	\$9,320

Pricing Assumptions

Not included in the fixed fee:	
Materials Production	CPS HR provides all documents electronically. Hard copy printing of documents for this engagement will be the responsibility of the client.

Consultant Travel Time and Expenses	We have not included travel costs since all work will be conducted virtually through the use of tele- and web-conferences and the sharing of documents through an online, secure portal provided by CPS HR.
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Billing Terms

CPS HR will bill in equal installments at the following milestones.

1. After client kick-off meeting
2. Approval of project parameters letter
3. Submission of draft matches
4. Submission of data sheets
5. Provision of project report

It is assumed that the client will be responsive to the delivery of all draft deliverables and all subsequent revisions as defined in the agreed upon project timeline. **Unanticipated revisions or delays to the project timeline could result in a need for an addendum to the contract related to contract end date, staff assignments, and/or pricing. Any addenda will be discussed in a timely manner with the client.**

Pricing Philosophy

CPS HR is flexible with the proposed work plan; alternate approaches may be discussed with the client which may in turn change the proposed cost of the project. As described in this proposal, the methods, approach, timelines, as well as the proposed fee, have been prepared as accurately as possible based upon the services requested and study objectives described in the information provided to CPS HR.

The proposed professional fees reflect the steps and time necessary to conduct the study in a sound, thorough, and sustainable manner, including important input and review by the client's Internal Project Manager and designated stakeholders to accomplish the study objectives. If changes or additional services are required, we will be happy to discuss changes to the project activities, schedule, and/or fee proposal.

Exceptions/Deviations

CPS HR's only request is to keep in place the terms of our last agreement that expired September 1, 2023.



**Salton Community Services District
2023-2024 Amended Budget**

**Salton Community Services District
Budget FY 2023-2024**

10/30/2023

	2023-2024	2023-2024
	Amended Budget	Approved Budget
General Fund Revenue	1,045,707.16	972,189.08
General Fund Expenditures:		
Administration	256,085.00	269,385.00
Non-Department	132,559.55	65,059.55
Fire Departments	7,755.00	7,755.00
Public Works	160,604.83	179,804.83
Parks and Recreation	484,928.72	404,617.00
	1,041,933.10	926,621.38
Surplus/(Deficit)	3,774.06	45,567.70
Sewer Maintenance Revenue	2,797,827.29	2,797,827.29
Sewer Maintenance Expenditures	2,544,190.18	2,499,290.18
Operational Surplus/(Deficit)	253,637.11	298,537.11
SM Capital Exp. (Equip. - Vac Truck Lease)	71,384.53	71,384.53
SM Capital Expense (Tools purchases)	4,000.00	4,500.00
SM Capital Expense (Vehicle purchase(s))	0.00	0.00
SP Construction/upgrade/repair expense	156,050.00	181,050.00
Non-Operaitonal office building principal payment	11,168.36	11,168.36
Total Non-Op and Captial Purchases	242,602.89	268,102.89
SM TOTAL Surplus/(Deficit)	11,034.22	30,434.22
Sewer Construction Revenue	211.00	81.00
Sewer Construction Expenditures	55.00	55.00
Operational Surplus/(Deficit)	156.00	26.00
Capital Expense (Equip/decommissioning/replemnt)	0.00	0.00
Surplus/(Deficit)	156.00	26.00
Reserve Accounts:		
LAIF	331,152.68	331,152.68
Surplus/(Deficit)	0.00	0.00
	331,152.68	331,152.68
	0.00	0.00
	0.00	0.00
Surplus/(Deficit)	0.00	0.00
	0.00	0.00
	0.00	0.00
Surplus/(Deficit)	0.00	0.00

		2023-2024	2023-2024
<u>Account</u>	<u>General Fund Revenue</u>	<u>Amended Budget</u>	<u>Approved Budget</u>
	Taxes and fees		
4-1101	GF property taxes - secured	266,000.00	266,000.00
4-1102	GF property taxes - unsecured	27,000.00	27,000.00
4-1103	GF property taxes - homeowners	15,000.00	15,000.00
4-1104	GF property taxes - supplemental	3,500.00	3,500.00
4-1125	GF architectural plans fees	1,800.00	1,800.00
	General Fund Total Taxes & Fees	313,300.00	313,300.00
4-1200	Interest Income		
4-1201	GF operational LAIF interest income	175.00	175.00
4-1203	GF checking interest income	100.00	100.00
4-1205	GF reserve LAIF interest income	20.00	20.00
4-1206	GF street light dev. LAIF interest income	125.00	125.00
	General Fund Total Interest Revenues	420.00	420.00
4-1300	Rental Income		
4-1304	GF cellular tower rent	41,858.44	41,517.08
4-1307	Burrtec Waste contract agreement	20,000.00	20,000.00
	General Fund Total Rental Revenues	61,858.44	61,517.08
4-1500	Parks and Recreation		
4-1504	GF parks grant income	451,128.72	377,952.00
4-1599	GF other parks & recreation fees		
4-1701	Sports & recreation fees		
	Parks and Recreation Total Revenues	451,128.72	377,952.00
4-1600	Fire Department		
4-1612	GF fire dept. rental income - AMR	18,000.00	18,000.00
	Fire Departments Total Revenues	18,000.00	18,000.00
4-1800	Special Projects		
4-1899	GF other proceeds		
4-1900	Other Revenue		
4-1904	GF gain on sale of land (Duplex)	200,000.00	200,000.00
4-1906	ND unspecified dept donations	1,000.00	1,000.00
4-1999	GF other revenue income		
	General Fund Total Other Revenues	201,000.00	201,000.00

		2023-2024	2023-2024
<u>Account</u>	<u>General Fund Revenue</u>	Amended Budget	Approved Budget
	TOTAL GENERAL FUND REVENUE	1,045,707.16	972,189.08

		2023-2024	2023-2024
<u>Account</u>		Amended Budget	Approved Budget
	<u>Administrative Expenses</u>		
6-1300	Supplies & Postage		
6-1300	Supplies Expense	1,000.00	1,300.00
6-1301	Postage	480.00	480.00
6-1302	Internet Services	4,500.00	4,500.00
6-1400	Bank Charge Expenses		
6-1405	AD bank check orders expense		
6-1406	Service charge exxpense	500.00	600.00
6-1499	AD other bank charge expense	100.00	100.00
6-1500	Professional Services		
6-1500	Professional Services Expenses	20,000.00	20,000.00
6-1501	GF auditing expense	25,500.00	25,500.00
6-1502	Accounting Services Expense	30,000.00	30,000.00
6-1503	GF Prof. Consult Expense	20,000.00	20,000.00
6-1504	GF Engineering Expense	22,500.00	22,500.00
6-1600	Building/Grounds		
6-1600	Building/Grounds	5,000.00	5,000.00
6-1601	GF Office Tech Purchases Exp	2,000.00	3,500.00
6-1602	Building Maint Expense	10,000.00	20,400.00
6-1700	Travel		
6-1701	Travel Expense-GF	1,000.00	2,000.00
6-1800	Other Expenses		
6-1802	AD administration fees due to SM	112,505.00	112,505.00
6-1808	AD District functions expense		
6-1830	AD county fees		
6-1849	AD other miscellaneous expense	1,000.00	1,000.00
	Total Administrative Expenses	256,085.00	269,385.00
	<u>Non-Departmental Expenses</u>		
6-2003	ND street lighting expense Electrical cost	32,000.00	32,000.00
6-2005	ND liability insurance premiums expense	6,419.55	6,419.55
6-2007	ND election expense	1,500.00	1,500.00
6-2099	ND other expense (Emergency)		
6-2200	Tax Expenses		
6-2201	ND prop. tax assessmt. exp. (40-acres - Rivrsde Co.)	140.00	140.00

		2023-2024	2023-2024
<u>Account</u>		Amended Budget	Approved Budget
6-2299	ND other tax expense		
6-2300	Legal Expenses		
6-2301	ND district finance and legal expense	80,000.00	25,000.00
6-2302	ND architectural legal expense		
6-2303	Settlement Payout GF	12,500.00	
6-2399	ND other legal expense		
	Total Non-Departmental Expenses	132,559.55	65,059.55

		2023-2024	2023-2024
<u>Account</u>		Amended Budget	Approved Budget
	<u>GF Department Expenses</u>		
6-3200	GF Utilities Expense		
6-3201	GF telephone expense	300.00	300.00
6-3202	GF water service expense FD House	525.00	525.00
6-3203	GF electric service expense IID - Fire Station	5,000.00	5,000.00
6-3207	GF technical expense	930.00	930.00

		2023-2024	2023-2024
<u>Account</u>		Amended Budget	Approved Budget
6-3300	GF Maintenance Expenses		
6-3332	GF A/C maintenance & supplies expense -FD	250.00	250.00
6-3460	GF building & grounds expense - FD	750.00	750.00
	Total Fire Departments Expenses	7,755.00	7,755.00

		2023-2024	2023-2024
<u>Account</u>		Amended Budget	Approved Budget
	<u>Public Works Expenses</u>		
6-4100	PW Wages & Benefit Expenses		
6-4101	PW wages expense	68,000.00	68,000.00
6-4104	PW health benefits expense	10,025.52	10,025.52
6-4105	PW retirees' health benefit expense	5,500.00	5,500.00
6-4107	PW retirement employer expense	17,900.00	17,900.00
6-4111	PW workers' comp (7580) expense	28,979.31	28,979.31
6-4709	PW Vehicle/Equipment Expense	5,600.00	5,600.00
6-4710	PW vehicle maintenance expense	5,600.00	7,600.00
6-4720	PW fuel and oil expense	5,500.00	5,500.00
6-4730	PW equipment/building repair expense	8,000.00	25,200.00
6-4830	PW tools purchase expense	5,000.00	5,000.00
6-4840	PW maintenance expense	500.00	500.00
	Total Public Works Expenses	160,604.83	179,804.83
	<u>Parks & Recreation Expenses</u>		
6-5100	Salton City Park Expenses		
6-5102	SC Park water service expense	1,000.00	1,000.00
6-5103	SC Park electric service expense	3,300.00	3,300.00
6-5105	SC Park supplies expense	500.00	500.00
6-5106	SC Park equipment/building maintenance expense	4,500.00	6,000.00
6-5107	SC Park improvement expense	4,500.00	6,300.00
6-5109	SC Park other expense	177,952.00	177,952.00
6-5300	Desert Shores Park Expenses		
6-5302	DS Park water service expense	5,000.00	5,000.00
6-5303	DS Park electric service expense	5,500.00	5,500.00
6-5305	DS Park supplies expense	500.00	500.00
6-5306	DS Park equipment/building maintenance expense	4,500.00	6,000.00
6-5307	DS Park improvement expense	4,500.00	6,300.00
6-5310	DS Park Grant- Soccer Field	273,176.72	186,265.00
	Total Parks & Recreation Expenses	484,928.72	404,617.00
6-5403	Office electrical expense	13,500.00	13,500.00
6-5503	Other electrical expense	5,000.00	5,000.00
	Total Electrical Expenses	18,500.00	18,500.00
	TOTAL GENERAL FUND EXPENSES	1,060,433.10	945,121.38

		2023-2024	2023-2024
<u>Account</u>	<u>Sewer Maintenance Revenue</u>	<u>Amended Budget</u>	<u>Approved Budget</u>
4-2100	Taxes and fees		
4-2101	SM sewer user charges	1,882,867.87	1,882,867.87
4-2102	SM connection charges	44,400.00	44,400.00
4-2103	SM sewered lot standby fee	673,844.42	673,844.42
4-2104	SM interest & penalties fee	75,300.00	75,300.00
4-2106	SM capital reserve fees		
4-2107	SM administration fees from GF	112,505.00	112,505.00
4-2108	SM administration fees from SC	55.00	55.00
4-2109	SM administration fees from tract 576A	10.00	10.00
4-2110	SM administration fees from tract 662	10.00	10.00
4-2111	SM administration fees from tract 679	20.00	20.00
4-2200	Interest Income		
4-2201	SM LAIF operational interest income	1,200.00	1,200.00
4-2203	SM checking interest income	100.00	100.00
4-2204	SM reserve LAIF interest income	1,000.00	1,000.00
4-2208	SM loan reserve interest income	25.00	25.00
4-2209	SM Capital reserve LAIF interest income	250.00	250.00
4-2300	Miscellaneous Income		
4-2303	SM gain on sale of equipment		
4-2308	SM fire dept. mechanic's labor hours fee		
4-2309	SM insurance reimbursement		
4-2312	SM grant money income		
4-2399	SM other income		
4-2400	Rental Income		
4-2401	SM office suite #2 rent (Imperial Co. Free Library)	6,240.00	6,240.00
TOTAL SEWER MAINTENANCE REVENUE		2,797,827.29	2,797,827.29

		2023-2024	2023-2024
Account	Sewer Maintenance Expenses	Amended Budget	Approved Budget
4-100	Tax Correction/Reimbursement	10,000.00	
6-6000	Sewer Maintenance Expenses		
6-6100	Wages and Benefits Expenses		
6-6101	SM wages expense	628,000.00	628,000.00
6-6102	SM employer wages tax expense	81,900.00	81,900.00
6-6103	SM worker's compensation (7580) expense	28,979.31	28,979.31
6-6104	SM health benefits expense	155,000.00	155,000.00
6-6105	SM retirees' health benefits expense (6 employees)	35,000.00	35,000.00
6-6106	SM retirement contributions expense	61,367.00	61,367.00
6-6108	SM accrued retirement expense	47,365.00	47,365.00
6-6109	SM clerical office wages expense	169,000.00	169,000.00
6-6110	SM administration (GM) wages expense	110,000.00	110,000.00
6-6111	SM GM worker's comp. expense (8740)	2,130.00	2,130.00
6-6112	SM clerical worker's comp. expense (8810)	879.67	879.67
6-6113	SM director's compensation expense	12,000.00	12,000.00
6-6199	SM other wages and benefits expense		
6-6200	Supplies Expense		
6-6201	SM uniforms expense	3,400.00	1,500.00
6-6204	SM safety supplies expense	3,500.00	3,500.00
6-6205	SM work boots expense	4,200.00	4,200.00
6-6206	SM janitorial supplies expense	525.00	525.00
6-6207	SM janitorial cleaning expense		
6-6299	SM other laundry & janitorial expense		
6-6300	Bank Charge Expenses	2,000.00	2,000.00
6-6301	SM wire fee expense	500.00	500.00
6-6302	SM bank late fee/finance charges	1,000.00	1000.00
6-6305	SM check order expense	500.00	500.00
6-6399	SM other bank charge expense		
6-6400	Vehicle & Equipment Expenses		
6-6401	SM vehicle maintenance expense	15,000.00	20,000.00
6-6402	SM equipment maintenance expense	15,000.00	20,000.00
6-6403	SM equipment rental expense	10,000.00	15,000.00
6-6405	SM fuel & oil expense	78,750.00	78,750.00
6-6407	SM shop supplies expense	4,500.00	4,500.00
6-6499	SM other vehicle/equip. exp.	1,500.00	1,500.00

		2023-2024	2023-2024
<u>Account</u>	<u>Sewer Maintenance Expenses</u>	<u>Amended Budget</u>	<u>Approved Budget</u>
6-6500	Utilities Expenses		
6-6501	SM CVWD water service expense	4,500.00	4,500.00
6-6502	SM electric service IID expense	198,653.22	198,653.22
6-6503	SM telephone expense (office)	3,500.00	3,500.00
6-6504	SM cell phones expense	15,000.00	15,000.00
6-6505	SM underground dig alerts expense	1,500.00	1,500.00
6-6506	SM internet service expense	14,000.00	14,000.00
6-6507	SM propane expense	2,300.00	2,300.00
6-6508	SM alarm security expense	1,500.00	1,500.00
6-6509	SM solid waste disposal	500.00	500.00
6-6599	SM other utility expense		
6-6600	Licenses and Permits Expenses		
6-6601	SM employee license expense	12,000.00	12,000.00
6-6602	SM encroachment permit expense		
6-6603	SM county permits expense	5,500.00	5,500.00
6-6604	SM state permits expense	2,000.00	2,000.00
6-6605	SM membership/association dues expense	8,500.00	8,500.00
6-6606	SM waste discharge permit fees expense	50,000.00	50,000.00
6-6607	SM toxic waste disposal expense	2,500.00	2,500.00
6-6700	Sewer System Expenses		
6-6711	SM sewer lines maintenance expense	15,000.00	15,000.00
6-6712	SM pump station maintenance expense	100,000.00	100,000.00
6-6713	SM sewer pond maintenance expense	55,000.00	55,000.00
6-6721	SM plumbing supplies expense	3,500.00	3,500.00
6-6722	SM electrical supplies expense	1,500.00	1,500.00
6-6723	SM lumber supplies expense	1,500.00	1,500.00
6-6724	SM hardware supplies expense	1,500.00	1,500.00
6-6750	SM lab testing expense	17,500.00	17,500.00
6-6752	SM engineering services expense	22,500.00	22,500.00
6-6753	SM Bulk mailing expense	3,000.00	5,000.00
6-6759	SM Prof. Consult Exp.	25,000.00	20,000.00
6-6760	SM prof. svcs. expense	25,000.00	20,000.00
6-6761	SM Smart Cover monitoring expense	3,300.00	3,300.00
6-6763	Accounting Services Expense	60,000.00	30,000.00

		2023-2024	2023-2024
Account	Sewer Maintenance Expenses	Amended Budget	Approved Budget
6-6800	Miscellaneous Expenses		
6-6802	SM building & grounds maintenance expense	10,000.00	15,000.00
6-6806	SM postage expense	550.00	550.00
6-6807	SM office supplies expense	1,500.00	1,500.00
6-6808	SM fire extinguisher expense	1,000.00	1,000.00
6-6809	SM express shipping	1,000.00	1,000.00
6-6810	SM advertising expense	5,500.00	5,500.00
6-6811	SM long term loan interest expense	48,769.48	48,769.48
6-6821	SM liability insurance premiums expense	121,971.50	121,971.50
6-6831	SM legal expense	100,000.00	95,000.00
6-6832	SM finance, budgeting and auditing expense	25,500.00	25,500.00
6-6833	SM technical support services expense	24,000.00	24,000.00
6-6834	SM property tax collection expense	10,500.00	10,500.00
6-6835	SM GASB 68 actuarial report expense	2,500.00	2,500.00
6-6836	SM elections cost expense	1,500.00	1,500.00
6-6838	SM Settlement Payout	12,500.00	
6-6851	SM travel expense	1,000.00	1,500.00
6-6852	SM training expense	6,000.00	6,000.00
6-6853	SM physicals expense	1,000.00	1,000.00
6-6854	SM copier lease/maintenance expense	8,500.00	8,500.00
6-6855	SM CA/US flag expense	1,000.00	1,500.00
6-6856	SM subscriptions expense	3,500.00	3,500.00
6-6870	SM drug testing expense	500.00	500.00
6-6881	SM sales tax expense	3,500.00	3,500.00
6-6890	SM bulk water expense (for water purifier)	1,500.00	1,500.00
6-6892	SM computer software expense	2,000.00	3,500.00
6-6893	SM breakroom expense	350.00	350.00
6-6894	SM payroll processing expense	5,500.00	5,500.00
6-6895	SM outside printing/copying expense		
6-6896	SM district function expense		
6-6899	SM other expense		
7-0001	Translation Services	4,800.00	4,800.00
	Total SM Operations Expenses	2,544,190.18	2,499,290.18
6-6900	Capital Purchases		
6-6910	SM equipment Installments/Purchase (Vac Truck Lease)	71,384.53	71,384.53
6-6920	SM furniture purchase expense		
6-6921	SM computer purchase expense	1,000.00	1,500.00
6-6930	SM tools purchases expense	3,000.00	3,000.00
6-6940	SM vehicle purchase expense		

		2023-2024	2023-2024
<u>Account</u>	<u>Sewer Maintenance Expenses</u>	<u>Amended Budget</u>	<u>Approved Budget</u>
6-6942	SM vehicle lease/purchase expense		
2-9008	SM office building principal payment expense	11,168.36	11,168.36
	Total SM Capital Purchases Expenses	86,552.89	87,052.89
6-9370	SP construction expense	10,000.00	10,000.00
6-9371	SP pump station upgrade expense	10,000.00	20,000.00
6-9372	SP sewer line replacement expense	87,500.00	87,500.00
6-9373	SP TRC repair/upgrade expense	15,000.00	20,000.00
6-9374	SP areiation expense	15,000.00	25,000.00
6-9399	SP other expense - District Shop Addition Project	18,550.00	18,550.00
	Total Sewer Projects Expenses	156,050.00	181,050.00
	Liability Accounts		
9-0002	Non-op.expense		
	Total Non-Operations Expenses	0.00	0.00
	TOTAL SEWER MAINTENANCE EXPENSES	2,786,793.07	2,767,393.07

		2023-2024	2023-2024
		Amended Budget	Approved Budget
<u>Account</u>	<u>Sewer Construction Revenues</u>		
4-3200	Interest Income		
4-3201	SC LAIF interest income	10.00	5.00
4-3203	SC checking interest income	1.00	1.00
4-3207	SC tract assessments (Tract 571 - Dst. Shrs)		
4-3208	SC capacity reserve fees income	0.00	0.00
4-3209	SC capacity LAIF interest income	200.00	75.00
4-3299	SC other income		
TOTAL SEWER CONSTRUCTION REVENUE		211.00	81.00
<u>Account</u>	<u>Sewer Construction Expenses</u>		
6-7000	Sewer Construction Expenses		
6-7001	SC administrative fee expense	55.00	55.00
6-7003	SC wire fee expense		
6-7007	SC engineering fee expense		
6-7010	SC new line construction expense		
6-7099	SC other expense		
Total SC Operations Expenses		55.00	55.00
6-6900	Capital Purchases		
6-7910	SC equipment purchases expense		
TOTAL SEWER CONSTRUCTION EXPENSES		55.00	55.00

REQUISITION / PURCHASE ORDER

Salton Community Services District

1209 Van Buren St Suite 1 (P. O. Box 5268)
Salton City, California 92275

Telephone (760) 394-4446 Fax (760) 394-4242

No. _____

DEPARTMENT: PARKS.

DATE: 10-20-23

VENDOR: CREATIVE SHADE SOLUTIONS

Quantity	Unit	Item Number and description	Price each	Extention	Unit #
1		HEX. SHADE COVER		6,534	

Person making request: S. PRAGER

sub-total	
8% sales tax	
total	6,534

Finance Officer's approval: _____

\$3,267.00 DEPOSIT

General Manager's approval: _____

JOB DESCRIPTION:

SHADE COVER FOR D-S. PARK

QUOTE EXPIRES 11-20-23

Adventure Playground Systems

\$5,912.50

Estimate #: Q-016069

Price Valid Until: 11/10/2023

HARD TO DO BUSINESS WITH ON A TIMELY BASIS

Accept

Decline



Open

Adventure Playground Systems
10845 Church Lane
Houston, TX 77043
Office: 713.935.9684
Fax: 713.935.9633
apsplay.com



QUOTE

Quote Number: Q-016069

Bill To

Salton Community Services District

1209 Van Buren
Salton City, California 92274
Stephen Prager
Phone: [760 457 8058](tel:7604578058)
Sprager@saltoncsd.ca.gov

Date : 10/12/2023

Ship To

Stephen Prager
Phone: [760 457 8058](tel:7604578058)
1209 Van Buren
Salton City, California 92274

Price Valid Until : 11/10/2023

Reference : Layout A Supply only

Sales Person : Lesly Gonzalez

Deposit : \$ 5,912.50

SKU	Item & Description	Qty	Regular Price	Tax	Amount
1	40' Hexagon fabric only Hardware not included Customer provided measurements Color : TBD Does not include assembly, installation or offloading	1.00	5,000.00	412.50	5,000.00
2	Freight Steve Prager Contact # 760 457 8058 or 760 394 4446 Salton Community Services District 1209 Van Buren Salton City, California, 92274 The freight quotation is for the standard delivery only. The customer will require a forklift to offload this shipment Before Driver Departs: • Check shipping sticker to ensure that you have received the correct order! • Inspect for damage: broken crate, dents, scrapes, scratches, torn package etc. • Photograph the crate from all angles, photograph any damage. • ANY DAMAGE MUST BE NOTED ON DELIVERY RECEIPT WITH DRIVER!	1.00 Each	500.00	-	500.00
3	Terms & Conditions • Orders not subject to cancellation • Full payment is due at time of written approval • Does not include assembly and installation or offloading	0.00	0.00	-	0.00

Sub Total	5,500.00
State Tax (8.25%)	412.50
Total	\$5,912.50

Payment Notes:

Full balance is due at time of written approval, will ship directly from factory.

Allow up to 8 weeks for preparation of plans, drawings, and permit submittals, if required, after acceptance of the proposal. The shipping date for manufactured products will be approximately 6-8 weeks after approval of submitted documentation, provided that the following conditions have been completed and approved by the customer:

1. Project product submittals reviewed, approved, and returned.
2. Color selection sheet (signed and dated)
3. Physical project address obtained
4. All contact names and phone numbers for the project
5. Exemption certificate (if applicable)
6. Deposit received per agreed payment terms

Allow adequate time for processing and procuring construction permits if required.

Allow approximately 6 to 8 weeks for installation of project completion from the date of deposit, plus additional time for permitting if required.

We strongly recommend that the required fall surfacing be installed under all play and fitness equipment. Choose a safety surface that meets the U.S. Consumer Product Safety Commission recommendations for surfacing under playgrounds.

TERMS & CONDITIONS:

1. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the contract.
2. Changes to the design, color selection, or overall equipment order are not permitted once the order has been placed, unless previously authorized in writing by Adventure Playground Systems, Inc. No returns of merchandise will be accepted unless previously authorized in writing by Adventure Playground Systems, Inc. All returns are subject to a restocking fee of 25% plus freight charges incurred for return to original shipment origination.
3. Ownership Title for all equipment is reserved by Adventure Playground Systems, Inc. until payment in full is received. The right to enter the property and repossess said equipment is hereby granted to Adventure Playground Systems, Inc. if payment is not rendered in accordance with the terms above. All payments made prior to repossession under this contract shall be forfeited to Adventure Playground Systems, Inc. as the cost incurred to procure, provide and recover the equipment. Repossession of product does not waive any damages or costs due as awarded by the courts.
4. All collections or litigation concerning this contract shall be governed by the laws of the State of Texas, with the venue in Harris County.
5. Adventure Playground Systems, Inc. warrants the merchandise on this proposal to the manufacturer's published standards as to material and workmanship. See catalog and/or attached drawings for specific layouts, warranty terms, and specifications.
6. Adventure Playground Systems, Inc. reserves the right to review the contract for final acceptance by management.
7. A service charge of 1.5% per month will be assessed on the outstanding past due balance over 45 days from the completion date.
8. Payments made to Adventure Playground Systems, Inc. by credit card will incur a processing fee of 2.5% percent of the transaction amount paid. Other forms of payment options are available without a processing fee by check, cash, cashier's check, money order, or bank wire transfer.
9. Installation services include all labor and equipment required to complete the job. Installation charges are quoted based on a worksite that is accessible by truck, with no fencing, tree, landscaping, or utility obstacles and level ground surface area (+/- 1-2% max slope). Any site work not expressly detailed in this proposal is excluded. Additional installation charges will incur for unlevel groundwork sites, removal of utilities, landscaping, existing equipment and/or abnormal substrates, (ie. rock, asphalt, landfill, etc.)
10. Price quoted includes Adventure Playground Systems, Inc. standard insurance coverages. Any charges by Adventure Playground Systems, Inc. insurance carrier or agents for adding General Contractor or Owner as additional insured, waivers of subrogation, or changes to standard coverage shall be added to contract invoice charges. No performance bond or payment bond shall be provided by Adventure Playground Systems, Inc. unless specified and quoted as a separate line item in the proposal.
11. Adventure Playground Systems, Inc. is not liable for damages to underground utilities and/or irrigation systems during installation. It is the customer's responsibility to locate all underground utilities unless it is specified and quoted as a separate line item in the proposal.
12. Adventure Playground Systems, Inc. is not liable for damage done by normal construction operations to any existing landscape or natural grass unless it is specified and quoted as a separate line item in this proposal.
13. Building permits required by local or state authorities and municipalities are not included and are the responsibility of the owner of the property unless specified and quoted as a separate line item in the proposal. If Adventure Playground Systems, Inc. is to handle required permitting, please provide our office with necessary drawings and site documentation as requested per the project details (ie. legal site plans, survey plats, deed restrictions, etc).
14. This proposal may be withdrawn by Adventure Playground Systems, Inc. if not accepted within fourteen (14) days of issuance. Pricing is subject to change.

The pricing, specifications, terms, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. If the contract is placed with an attorney for suit or collection through probate, bankruptcy, or other legal proceedings, the customer agrees to pay all expenses and reasonable attorney fees incurred. Any verbal instructions, agreements, or promises are not valid unless written and made part of this contract. I have read, understand and agree to all of the terms and conditions set forth in this proposal.

Authorized Signature: _____

Date Signed: _____

Estimate

Date	Order No.
10/20/2023	2023-0353

Name / Address
Salton Community Services District Stephen Prager

Ship To

Project	Sales Person	P.O. No.

Qty	Item #	Description	Unit Price	Amount
1	Hexagon	Hex Shade sail replacement	5,334.00	5,334.00T
1	Shipping	***Estimated Shipping, subject to change***	1,200.00	1,200.00

- | | |
|-----------------|-------------------|
| Subtotal | \$6,534.00 |
|-----------------|-------------------|

Sales Tax (0.0%)	\$0.00
-------------------------	---------------

Total	\$6,534.00
--------------	-------------------

Deposit Required

\$3,267.00

Signature _____

THANK YOU FOR YOUR BUSINESS!



EXTRABLOCK

Designed for strength and durability, Alnet's Extrablock shade cloth protects against all of nature's extremes. It meets the highest standards and is knitted to be dimensionally stable for easy fabrication. Extrablock also comes in 16 California Fire Marshall approved colors and is backed by a 10-year warranty to demonstrate our dedication to quality, durability and safety.

Properties	Mass	Thickness	Fabric Width	Tensile	Elongation at Break	Tearing Strength - Tongue Tear	Burst Strength	Burst Strength	Temp. Stability
Test Method	ASTM 1376	ASTM 1777	ASTM 1374	ASTM D 5044	ASTM D 695-87	ASTM D 2261	ASTM 3787 #40	ASTM 3787 #40	
US	9.6 oz/yd	50.4 mil	118 in.	278 lb	71%	33 lb	363 lb	460 psi	-13°F -176°F
Metric	325 gm	1.28mm	3 m	1236 N	71%	147 N	1615 N	3172 kPa	-25°C -80°C

Colors	UPF	UVR	Shade Factor	Fire Retardancy	Flame Resistance
Cream	13	92%	74%	Yes	ASTM E-84
Beige	33	97%	87%	Yes	ASTM E-84
Yellow	16	94%	76%	Yes	ASTM E-84
Red	29	97%	86%	Yes	ASTM E-84
True Blue	14	93%	89%	Yes	CA 1237.1 Title 19 - CSFM
Forest Green	24	96%	94%	Yes	NFPA-701 #2
Silver	19	95%	93%	Yes	CA 1237.1 Title 19 - CSFM
Sunblaze	14	94%	91%	Yes	NFPA-701 #2
Latte	18	95%	90%	Yes	CA 1237.1 Title 19 - CSFM
Bottle Green	16	94%	91%	Yes	NFPA-701 #2
Charcoal	20	96%	94%	Yes	CA 1237.1 Title 19 - CSFM
Midnight	33	98%	98%	Yes	NFPA-701 #2
Mint Green	18	95%	93%	Yes	CA 1237.1 Title 19 - CSFM
Dove Blue	13	93%	90%	Yes	NFPA-701 #2
Oxide Red	14	93%	91%	Yes	CA 1237.1 Title 19 - CSFM
Pearl Onyx	16	94%	86%	Yes	NFPA-701 #2
Purple	16	94%	86%	Yes	CA 1237.1 Title 19 - CSFM
Olive	26	97%	96%	Yes	NFPA-701 #2
Brown	19	95%	93%	Yes	CA 1237.1 Title 19 - CSFM
Navy Blue	23	96%	96%	Yes	NFPA-701 #2
Lime	18	95%	79%	Yes	CA 1237.1 Title 19 - CSFM

CERTIFICATIONS



10 Year Warranty

ALNET is the leading innovator in synthetic textile and netting material production for the world's **architectural, agricultural, aquacultural** and **industrial industries**.

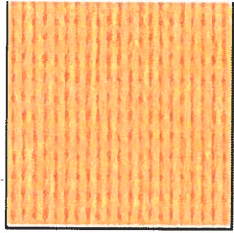
For more information, please contact protect@AlnetAmericas.com or visit us at www.AlnetAmericas.com



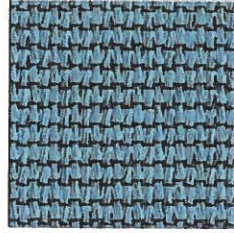
CREAM



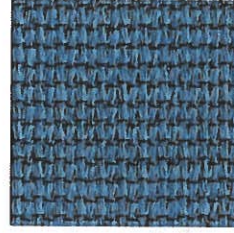
BEIGE



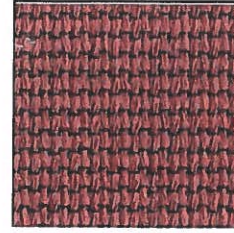
YELLOW



MINT GREEN



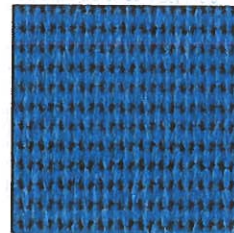
DOVE BLUE



OXIDE RED



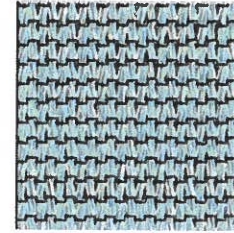
RED



TRUE BLUE



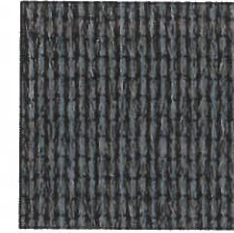
FOREST GREEN



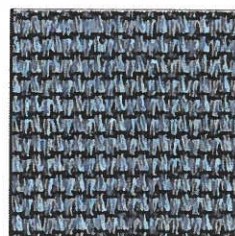
PEARL ONYX



PURPLE



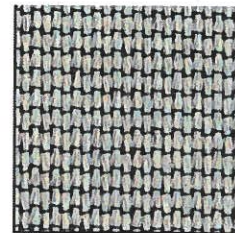
OLIVE



SILVER



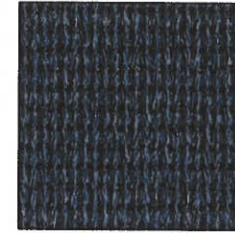
SUNBLAZE



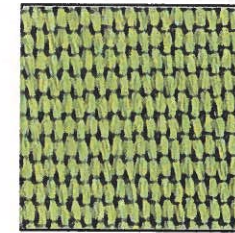
LATTE



BROWN



NAVY BLUE



LIME



BOTTLE GREEN



CHARCOAL



MIDNIGHT



www.AlnetAmericas.com



Shade 'N Net Proposal/Contractual Agreement

This is a legal agreement once signed. Complete and initial all pages.

Purchaser: Steve Prager		City/District: Thermal CA		Remit payment to Manufacturer:	
Contact: Steve		Quote #: Replacement fabric		Shade 'N Net	
Title:		PO #:		5711 Washington	
				Phoenix, AZ 85043	
Sales Rep: Jeff Gloden		Phone: 480-395-4015		Email: jeff@shade-n-net.com	
Billing Information		Shipping Information		Jobsite Information	
				Desert Shores Park Thermal, CA 92274	
Phone: 760-457-8058		Contact:		Contact: Same as billing	
Fax:		Phone:		Phone:	
Email: sprager@saltoncsd.ca.gov		Fax:		Fax:	
Proposal Date: 8-30-23		<input type="checkbox"/> Install			
Order Date:		<input checked="" type="checkbox"/> Ship			
Revised Date:		<input type="checkbox"/> Deliver			

PRICING

DESCRIPTION	PRICE
Qty. (1) 40ft Hexagon replacement fabric with new cable and hardware per drawings	\$ 8,000.00
Shipping and crating to zip 92274	\$ 300.00
Lead time: 9-11 weeks	
50% deposit or PO to start production	

ACCESSORIES & MISCELLANEOUS

QTY	ITEM	DETAILS	COST
	Structure	\$ 8,000.00	
	Shipping	\$ 300.00	
	Subtotal	\$ 8,300.00	
	Sales Tax		
	TOTAL PRICE	\$ 8,300.00	

PAYMENT TERMS:

(1) Upon execution of the Agreement (50% Deposit)	\$
(2) Upon delivery of materials to the jobsite	\$
(3) Upon completion of installation	\$
(4) Other :	

NOTES:

Permit Fees are a direct pass through

SHADE-NET

AS Standards

Commercial 95 340

Commercial 95 340 FR

ASTM Standards

Commercial 95 340

Commercial 95 340 FR

Performance

Maximum force	warp 670 N/50mm	580 N/50mm	warp 189.1 lbf	158.6 lbf
Elongation at max. force	warp 117%	98%	warp 103.67%	88.7%
Maximum force	weft 2400 N/50mm	2000 N/50mm	weft 462.3 lbf	412.3 lbf
Elongation at max. force	weft 83%	71.5%	weft 63%	49%
Breaking force	warp 990 N	930 N		
Breaking force	weft 2000 N	2000 N		
Tear strength	warp 184 N	194 N	warp 52.2 lbf	43 lbf
Tear strength	weft 347 N	282 N	weft 52.2 lbf	39.6 lbf
Bursting pressure	3500 kPa	3600 kPa		
Bursting force	1937 N	1944 N	422 lbf	408 lbf

Fabric Properties

Nominal Fabric Mass	340 gsm ± 20	340 gsm ± 20	340 gsm ± 20	340 gsm ± 20
---------------------	--------------	--------------	--------------	--------------

Roll Specification

Width	3m (folded)	3m (folded)	9 ft. 10 in. (folded)	9 ft. 10 in. (folded)
Length	40m	40m	131 ft. 3 in.	131 ft. 3 in.

Flammability Info

Flammability Index - 12	Flammability Index - 1	CSFM Title 19 1237.1
Ignitability Index - 10	Ignitability Index - 13	NEPA 701 Test
Spread of Flame Index - 7	Spread of Flame Index - 8	Methods 182
Heat Evolved Index - 5	Heat Evolved Index - 3	ASTM E84 198 Class A
Smoke Developed Index - 4	Smoke Developed Index - 6	ASTM E84 198 Class A



The results listed in this brochure are typical averages from independent testing and quality assurance testing and are not to be taken as a minimum specification nor as forming any contract between GALE Pacific and another party. Due to continuous product improvement, refer to the GALE Pacific Commercial Fabrics website for latest technical performance information.

Please note: Check with your local waste handler to confirm recyclability

Please note: Oeko-Tex & GreenGuard applicable to non FR products only

Please note: due to limitations of the printing process, colors pictured may not represent the true color



Gale Pacific AU
145 Woodlands Drive,
Braeside Victoria 3195
Toll Free: 1 800 331 521

Gale Pacific USA
285 West Central Parkway, Ste 1704,
Altamonte Springs, FL 32714
Toll Free: 1 800 560 4667

Gale Pacific MENA
JAFZA 15, 6th Floor, Room 604,
Jebel Ali Free Zone
Dubai, United Arab Emirates
+971 4 881 7114

Gale Pacific EURASIA
+44 7388 779174

galecommercial.com

Commercial NinetyFive 340 Commercial NinetyFive 340FR

The most trusted
HDPE shade
fabric in the
industry.



Architectural SHADE FABRIC

Tension Structures
Awnings
Shade Sails
Car Park Structures

400 E. Devonshire
Hemet, CA, 92543

SWAINS

ELECTRIC MOTOR SERVICE

Ph. (951) 929-3411
Fax: (951) 925-1139

Name / Address
Salton Community Services District 1209 Van Buren Ave. Thermal, CA 92274

QUOTE

Date	Estimate #
10/23/2023	2015-1180-2

Qty	Description	Total
1	50 HP, 1180 RPM, 320T Frame, Fairbanks/Morse. Serial # 1689546-1	0.00
	Complete stator rewind with class H insulation & inverter duty magnet & complete pump overhaul. Chemically clean dry and inspect all parts. Check all bearing and seal housing and shaft fits for proper tolerances. Weld & machine seal areas on pump shaft. Check rotor balance. Replace 1 each lower 5317 wide double row & 1 each 6315 upper guide motor bearings. Install new upper and lower mechanical seals and O-ring kit. Assemble test at full voltage no load. Epoxy coat.	0.00T
	Labor	2,635.00
	Parts	6,599.30T
	This is a revised quote # 2051-1180-1	
If you have any questions, please call (951)929-3411		
Subtotal		\$9,234.30
Sales Tax (8.0%)		\$527.94
Total		\$9,762.24



A RMSJ, Inc. Company

400 E. Devonshire
Hemet, CA, 92543

SWAINS

ELECTRIC MOTOR SERVICE

Ph. (951) 929-3411
Fax: (951) 925-1139

October 22, 2023

Salton Community Services District
1209 Van Buren Ave.
Thermal CA 92274
RE: 50 HP, Fairbanks Morse Submersible Pumo. Serial # 1689546-1.

To Whom It May Concern:

We received the pump on 9/20/23. After taking it completely apart, we could see that the seal areas on the pump shaft had worn and allowed the mechanical seals to leak up into the windings. The product caused the windings to short out. That also lead to failure of the lower bearing.

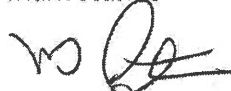
I looked back on our jobs and saw that we did a complete rewind and overhaul sometime in June of 2022. Our warranty is for 12 months, this lasted 16. Although its past our warranty, we put extra effort on our submersible pumps.

I spoke to Emmanuel Ramos at your facility Friday 9/23 and advised him about the failure and informed him I'm going to readjust the quote.

I have also put a call out to the factory on the cost for a complete new pump. As soon as I receive it I will forward you the cost. The last time I looked into a cost it was in the range \$50,000.00.

If you have any questions, please contact me.

Mark Sturms



Swains Electric Motor Service



A RMSJ, Inc. Company



Salton Community Services District

Service Area Plan

July 2021
Revised November 2023

RICK Engineering Company



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EXECUTIVE SUMMARY

This Service Area Plan (SAP) is prepared for the Salton Community Services District (District). The purpose of the SAP is to provide the Imperial County Local Agency Formation Commission (LAFCO) with enough information to demonstrate that future public facilities have been identified and will be available to serve the future development within the Sphere of Influence (SOI) in accordance with the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000. This document complies with the requirements of Section 56653(b) regarding the preparation of a plan for providing services (Service Area Plan) and provides the information necessary for LAFCO to conduct a municipal services review in compliance with Section 56430.

The following definitions will be helpful in understanding this executive summary:

Population Projections: Population projections offer estimates of the population every five years until 2040. The planning horizon begins in 2020, aligning with the publication of the 2020 U.S. Decennial Census, which provides the most precise population figures for Census Designated Places (CDPs) such as Salton City and Desert Shores.

Performance Standard: A performance standard is the desired level of service that a public facility must provide.

Facility Analysis: The facility analysis determines the existing and future impacts or demands of public facilities.

Population Projections

Year	Salton City Population	Desert Shores Population	Estimated/Projected Total Population
2020	5,155	1,128	6,283
2025	5,181	1,134	6,314
2030	5,207	1,139	6,346
2035	5,233	1,145	6,378
2040	5,259	1,151	6,410

Public Facilities Analysis

Administrative Facilities

Performance Standard: The District currently has no formal performance standard for administrative facilities. The District anticipates that 1,300 square feet of administrative facilities per 1,000 population reflects District demand.

Existing Facilities: Administrative Office: 7,640 sq. ft.
Service Garage with Storage: 2,500 sq. ft.
Storage Building with Office: 900 sq. ft.
TOTAL: 11,040 sq. ft.

Existing Demand: 8,168 sq. ft.

Adequacy: Building Square Footage
Existing = 11,040
Demand = 8,168
Surplus = 2,872

Future Demand: The District is on track to meet the projected facilities square footage demand of approximately 8,333 sq. ft. of Administrative Facilities by 2040.

Mitigation: Continue to periodically review the administrative facilities and personnel of the District through the preparation of annual reports. Such review will identify staffing and budgetary concerns as District growth continues to increase the demand on facilities and staff.

Develop a long-term street lighting and landscaping plan.

Maintain agreements and Memorandums of Understanding (MOUs) with the County to continue providing space for County activities, departments, and programs.

Performance of a formal building structural inspection to identify necessary repairs for construction and associated costs to be incurred by the District to continue administrative activities.

Engage and hire a qualified and experienced professional to take over the role of District General Manager. Maintain the IGM and existing staff for as long as possible to provide a smooth transition to the upcoming General Manager.

Funding Sources:	General fund – property taxes from the County, interest income on accounts, charges for services, and other miscellaneous sources. Rental income from cellular tower facilities and from the Burrtec waste contract agreement also funds the administrative facilities.
Annual Budget (2022/2023):	\$112,709.79
Cost Per Capita:	\$17.94

Wastewater Treatment and Sewer Facility Capability

Performance Standard: 85 percent capacity at peak flow

Existing Facilities:

Desert Shores:

Evaporation and Percolation Ponds
Seven Ponds
Maximum capacity of 200,000 GPD (SCSD, 2016)
25 miles of sewer lines

Thomas Ramon Cannell (TRC):

11 Evaporation, Percolation, Polishing, Aeration,
Clarifying, and Emergency Ponds
Maximum capacity of 185,000 GPD (SCSD, 2016)
430 miles of sewer lines

Lansing:

Evaporation and Percolation Ponds
Five Ponds
Maximum capacity 120,000 GPD (SCSD, 2016)
Shares 430 miles of sewer lines with TRC

***Note:** The District is in the process of applying for a separate planning study grant through the State Water Resources Control Board to evaluate the capacities of the WWTFs. Due to this, facility capacity metrics were not updated from the information provided in the 2016 SAP.

Existing Demand: 6 Personnel

Adequacy: $6,283 \text{ Existing Population} \times 1.45 \text{ personnel} / 1,000 \text{ Population} = 9$
personnel demand – does not meet performance standard

Future Demand: The District will update the wastewater master plan and continue to work with the Regional Water Board on plans to expand wastewater facilities as the TRC and Lansing Facilities reach capacity.

Also, the District is in the process of applying for a planning study grant through the State Water Resources Control Board to evaluate the capacities of the wastewater treatment facilities (WWTFs) to determine if future growth can be accommodated by District wastewater services.

Mitigation:

Continue to periodically review the wastewater rate and financing structure to ensure adequate funding for the implementation of new projects and the maintenance of existing facilities. The Salton Community Services District Wastewater Rate Study recommended an increase in sewer rates of 30 percent in June 2024 and incremental increases of 4 percent in the subsequent four years to ensure the system is financially viable. This study was updated in January 2023. Per Prop 218 requirements, the user rate increases were brought to the community for a vote in July 2023 and were ultimately adopted by the District.

Establish District goals in terms of Biological Oxygen Demand (BOD) and total suspended solids (TSS) levels and continue to monitor activities at all three Wastewater Facilities. Implement best management practices (BMPs) for wastewater treatment to minimize pollutants and protect water quality.

Prior to the recordation of a Final Map for a development project proposed within the District Sphere of Influence, the District shall require a development agreement enforced by the County Land Use Ordinance, indicating that adequate wastewater service would be available to the completed project.

To meet the wastewater treatment needs of the existing population in Salton City, the District will construct an expandable ponding system per the design and specification requirements of a qualified engineering firm. Phase 1 for expanding the wastewater treatment needs include updating the TRC facility to a rated capacity of 1 MGD and phase 2 would expand capacity to 3 MGD to accommodate future District demand.

The District will also complete the following tasks to assure the Wastewater System is in compliance with local, state, and federal regulations.

Implement a robust monitoring and reporting system complying with LAFCO guidelines to track the progress and effectiveness of mitigation measures. Regularly communicate findings and updates to the public and relevant authorities based on the requirements set forth in LAFCO's Staff Report for the District. Adhere to all direction from LAFCO throughout probationary status.

Release bid packages and secure construction contracts to proceed with the selected alternative. Obtain necessary permits and provide required notifications to agencies to receive authorization for completing the improvements.

Conduct biological and cultural resource studies to address the federal crosscutter requirements of the federal Clean Water State Revolving Funding program.

With the assistance from RCAC, develop a Clean Water State Revolving Fund (CWSRF) Planning Application to fund the Selected Construction Project and promptly execute the bidder selection process to complete the improvements.

Prepare detailed system maps of the sewer system, drainage basins, hydraulic models, or record drawings (as-builts) as required as part of the Sewer System Management Plan (SSMP) mandated by the Regional Water Quality Control Board.

Apply for a separate planning grant through the State Water Resources Control Board to evaluate the capacities of the WWTFs.

Funding Sources: The primary sources of revenue for wastewater treatment and collection facilities (including sewer maintenance) are yearly sewer user fees, sewer lot standby fees, and administration fees transferred from the General Fund.

Annual Budget (2022/2023): \$3,979,900.00

Cost Per Capita: \$631.03

Fire Facilities

Performance Standard: The District no longer provides fire protection/emergency medical services to the Service Area. All fire personnel are currently staffed by the County of Imperial Fire Department.

Historically, the County has agreed to the following:

An 8 minute to site and a 3-minute out the door performance goal.

293 ft² per 1,000 population performance standard for fire facilities.

A 2.17 per 1,000 population performance standards for fire personnel.

Existing Facilities:

Stations:

Imperial County Fire Station #9 is located at the Imperial County Road District #3 Satellite Road Yard at 2256 West Cleveland Ave. Salton City, CA 92275. The County currently uses a mobile home structure for personnel and utilizes the yard to hold emergency vehicles.

Personnel:

The District no longer provides fire protection/emergency medical services to the Service Area. Currently, all personnel are provided by the County of Imperial Fire Department.

Equipment:

- 2 Fire Trucks
- 1 Ambulance (owned and operated by AMR)
- 2 Defibrillators

Existing Demand:

1,841 sq. ft. of fire facility building space and 14 personnel.

Adequacy:

Building Square Footage

Existing = 1,850

Demand = 1,841

Surplus = 9

Personnel

Existing = 0

Demand = 14

Deficit = 14

Future Demand:

To meet the projected fire facilities square footage demand, the County Fire Department will need approximately an additional 28 sq. ft. of Fire Facilities by 2040 and 14 fire personnel.

Mitigation:	Support the County's fire protection services through continued use of the District's facilities, vehicles, and protective equipment.
Funding Sources:	General fund. Note – The 2022-23 budget for fire reflects minimal expenses such as building and grounds expenses and does not include equipment, as the County is providing fire protection services to the Service Area.
Annual Budget (2022/2023):	\$N/A
Cost Per Capita:	\$N/A

Park and Recreational Facilities

Performance Standard:	The District currently has no formal performance standards with regards to parks and recreational facilities. However, historically the District utilized a 5.0 acres per 1,000 population performance standard to reflect District demand.
Existing Facilities:	<u>Park Acres Owned:</u> Salton City Community Park = 10.5 acres Desert Shores Park = 4.59 acres Undeveloped (possible) park/open space properties = 102.37 acres TOTAL = 15.09 acres of developed park facilities and 117.46 acres of possible park space
Existing Demand:	31 acres
Adequacy:	<u>Parkland Acreage:</u> Existing = 15.09 Demand = 31 TOTAL = 15.91-acre deficit
Future Demand:	The District is not on track to meet the projected required demand of 32 acres of parkland by 2040 (based upon population projections).
Mitigation:	<p>Leverage State and County grants to perform capital improvement projects in the Salton City Soccer Park and Desert Shores Community Park. Ensure compliance with grant funding requirements and meet the standards necessary for expenditures and reimbursements.</p> <p>Due to inconsistent funding, it is recommended the District investigate the process of relinquishing all responsibilities for Parks and Recreation to the County of Imperial or define a reoccurring funding source.</p> <p>Require developers of new residential developments to dedicate parkland and/or pay development impact fees for the improvement and expansion of existing park and recreational facilities.</p> <p>Develop a maintenance and improvement plan for all park and recreational facilities within the District taking into consideration the results of the questionnaire distributed by the Community Recreation Complex Commission.</p>
Funding Sources:	The Parks and Recreation funding for the District for the 2022-23 fiscal year is mostly comprised of a grant of \$473,187 from an outside source to fund improvements in the two parks within the District.

Another source of funding includes park fees which generally consist of park reservations, purchased through a refundable \$100.00 deposit and a \$50.00 light fee for providing lighting for organized events.

**Annual Budget
(2022/2023):** \$411,400.00

Cost Per Capita: \$65.23

Solid Waste Disposal/Sanitation

Performance Standard:	<p>The California Integrated Waste Management Board (IWMB) sets a waste diversion rate goal of 50 percent.</p> <p>The Imperial County Waste Management Plan requires the landfill that services the area to have a minimum 15-year capacity.</p>
Existing Facilities:	<p>The District maintains a contract with Burrtec which ensures the adequacy of existing solid waste disposal facilities and services.</p> <p>In addition to the existing contract, the Salton City landfill services all residents of Imperial County, including District residents.</p>
Adequacy:	<p>The District's contract with Burrtec ensures adequacy of solid waste disposal facilities and services. The Salton City landfill has a 50-year planning capacity. Imperial County, which is inclusive of the District, meets the waste diversion goal set forth by the IWMB.</p>
Future Demand:	<p>As the District continues to grow, so does the need for solid waste disposal services and facilities. The original ten-year franchise agreement with Burrtec from 2009 was amended as of December 2019 to include collection services for residents on the Imperial County Tax Roll. The Salton City Landfill has a closure date in excess of 50 years. This site will suffice for District needs now and into the future.</p>
Mitigation:	<p>Study the long-term implications of mandatory trash collection pick-up and the implication of in-house trash collection.</p>
Funding Sources:	<p>Burrtec and the District agreed to place all District Residents on the Imperial County Tax Roll for Solid Waste and Recycling Services, with the option to "opt-out" for direct billing or perform Self-Hauling. Direct costs billed to end users at rates determined by Burrtec. Each year, rates are assessed by Burrtec based on operating costs and are defined in the annual renewal agreement negotiated by the District. The District takes 5% of the annual revenue for administering the solid waste services.</p>
Annual Budget (2022/2023):	<p>*\$20,000</p> <p>*Note: 2022- 2023 District Budget Burrtec Waste Contract Value</p>
Cost Per Capita:	<p>Effective 2023 residential rates average \$81.33 per 3 months of service. Commercial rates are conditional on the frequency of collection and container size.</p>

1. INTRODUCTION

Background on the Salton Community Services District

The Salton Community Services District (District) lies on the west side of the Salton Sea within Imperial County just south of the Imperial-Riverside County line (see Figure 1). The District encompasses unincorporated land that includes the communities of Salton City and Desert Shores. In 1955, Desert Shores Community Services District was chartered by the State of California. In 1957, the M. Penn Phillips Company began development of Salton City and needed a method to control services. Rather than going through the legislative process of forming a governing agency, they annexed a section of land along the shoreline by tangent comers south to Salton City from the Desert Shores Community Services District. Later development was performed by Holly Corporation of Dallas, Texas. The Desert Shores Community District was renamed the Salton Community Services District in 1957, as authorized by the Secretary of the State of California. Figure 2-2 provides the existing District boundary.

The Salton City area was divided into 86 subdivided tracts. Each of these tracts were allotted to individual development companies after the individual tract maps were Certified and Stamped approved by Imperial County as final. As each lot was surveyed and graded the developer of each lot paid into a District fund for water and sewer. As the streets were developed they were deeded to Imperial County. In 1985, per Chapter 59 Statues 1985, enforcement of the Covenants Condition and Restriction of all 86 tracts within the District was granted to the District. The District today includes Desert Shores, the connecting tract of land, and Salton City, which includes portions of land east of State Highway 86 (see Figure2).

The District includes approximately 20,480 acres. The District maintains a Sphere of Influence (SOI) with the Imperial County Local Agency Formation Commission (LAFCO) that extends from the Riverside County line south to Highway 78, and from the Salton Sea to the San Diego County line (see Figure 2 below).

Purpose of the Service Area Plan

This Service Area Plan (SAP) has been prepared for the District in accordance with the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, which requires that such a plan identifying the existing and projected demand for public facilities and services be prepared by all incorporated cities and Special Districts within the State of California (State). The 2000 legislation is specifically implemented by LAFCO, whose policy states that an SAP must be implemented by a District in order for any formal annexation of land into that District's boundaries to take place.

Organization and Use of the Service Area Plan

The SAP outlines the District's existing public services and facilities, estimates the current and future anticipated demand for such facilities and services, and describes how necessary facilities and services will be or may be developed and extended to meet projected demands.

The SAP is intended to demonstrate the District's intent and ability to provide adequate services within its boundaries. An approximately 20-year planning horizon is used to forecast growth, and the estimated demands and provision to meet demands are based on population projections in five-year increments through 2040.

The population projections used in this document are based on information provided by the Salton Community Services District and a review of historical and anticipated population growth rates in various communities in northern Imperial County.

The document is organized into the following sections that satisfy the requirements set forth in the LAFCO guidelines.

Executive Summary: Provides a brief summary of the SAP, highlighting key information regarding demand and financing.

Chapter 1.0 Introduction: Outlines the purpose and intent of the SAP and presents the layout of the SAP to help the reader use the document. This chapter also provides background information on the District and the planning documents that enabled the preparation of the SAP.

Chapter 2.0 Growth and Projections: Provides general information about projected population, current and future land use trends in the District and the District's SOI, and the implications of these trends for the development of District services and facilities.

Chapter 3.0 Facilities and Services: Details the current and planned facilities and services, their current and projected adequacy, measures to ensure adequacy, and how such measures will be achieved and financed. An analysis of the following facilities and services is provided:

- 3.1 Administrative Facilities
- 3.2 Wastewater Treatment and Sewer Facilities
- 3.3 Fire Facilities
- 3.4 Park and Recreational Facilities
- 3.5 Sanitation / Solid Waste

The analysis within the SAP of each public service is based on the standards developed by LAFCO. Each subchapter of Chapter 3 contains the following four sections:

- **Performance Standard:** A description of any standards or goals that have been adopted by the District to review the adequacy of service within the existing and future timeframes.
- **Facility Planning and Adequacy Analysis:** An inventory of the existing facilities, the adequacy of the facilities when compared to existing demands, the anticipated demand for facilities pursuant to growth of the District, and the phasing of the demand for facilities.
- **Financing:** An explanation and identification of how services and facilities are currently being funded, including a per capita cost, and how future services and facilities may be funded.
- **Mitigation:** A series of recommendations to ensure that adequate facilities will be provided and that proper levels of service will be maintained.

Chapter 4.0 Financing: Identifies all of the potential funding mechanisms for public services and facilities provision that are available to the District. This section presents potential funding sources and then identifies how each service or facility sector is currently funded. It outlines appropriate future funding opportunities as well as cost saving opportunities.

Chapter 5.0 Services Not Provided by the District: Provides an overview of services not provided by the District such as schools, electricity, and water.

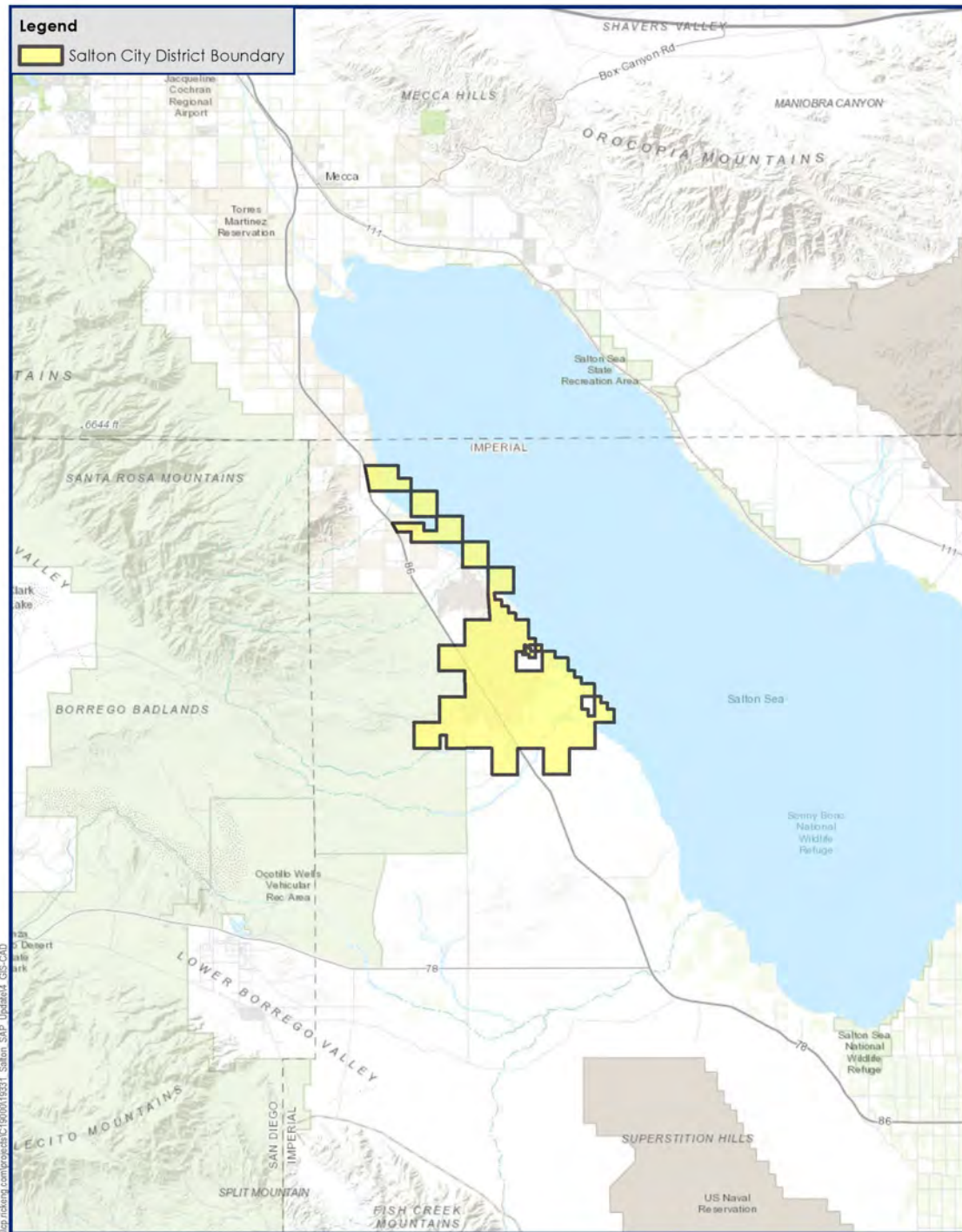


FIGURE 1
VICINITY MAP
 SALTON CITY SAP - 2/4/2021

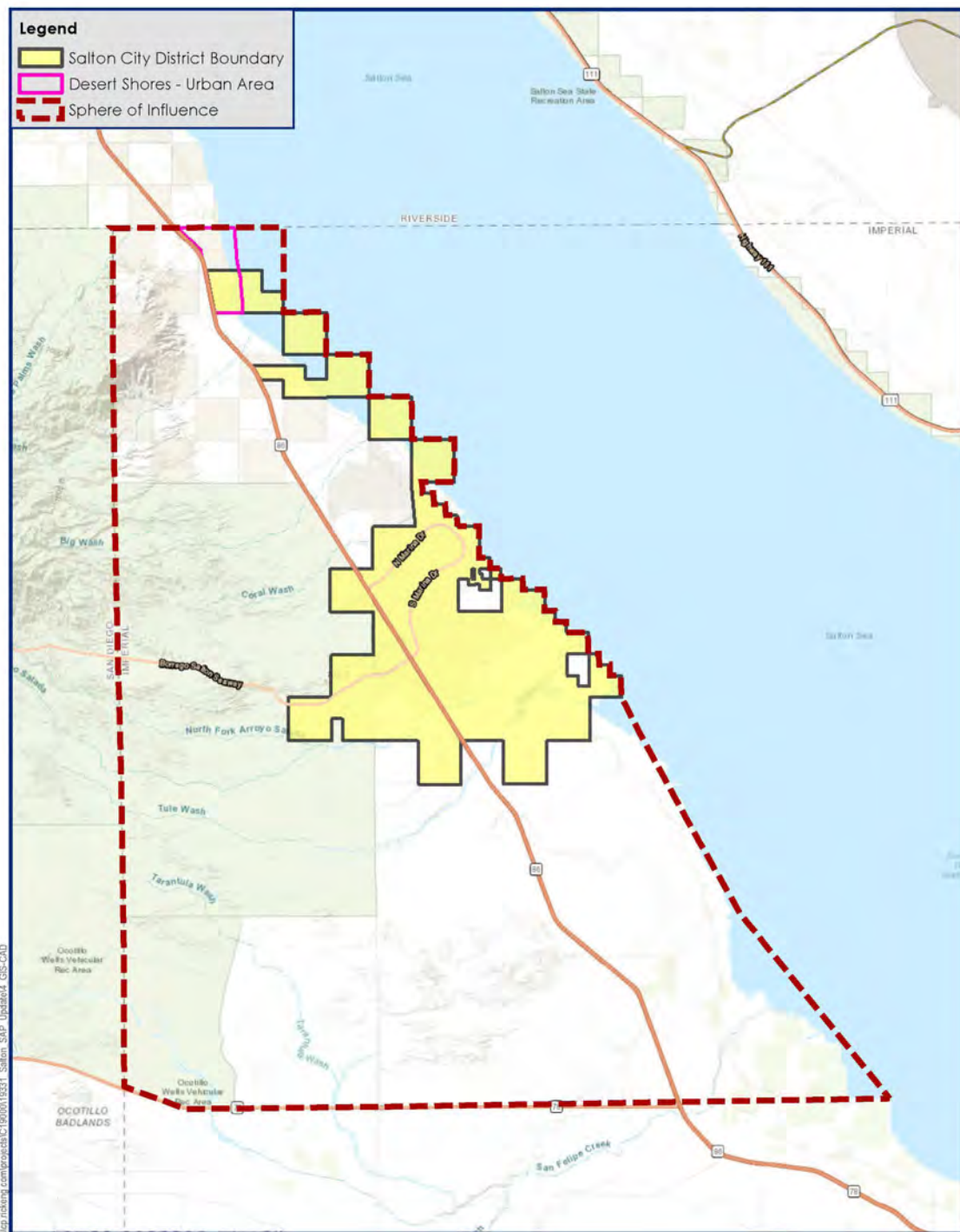


FIGURE 2
DISTRICT BOUNDARY & SPHERE OF INFLUENCE MAP

SALTON CITY SAP - 2/4/2021



0 1.5 3 Miles

2. GROWTH AND PHASING PROJECTIONS

Introduction

The phasing projections section provides an estimate for where and when development will occur within the District, including where annexation would extend the District's boundaries. Although phasing projections are difficult to predict with precision, they are beneficial to the process of planning of public facilities to ensure level of service standards are continually met.

The District includes approximately 20,480 acres with vacant lots located throughout the District. A large amount of developable land exists within the District boundaries.

Projected Population

Population projections are based on information provided by the Salton Community Services District and a review of historical and anticipated population growth rates in various communities in northern Imperial County. The population within the District is condensed mainly within the unincorporated communities of the Salton City Census Designated Place (CDP) and the Desert Shores CDP. The 2020 U.S. Decennial Census reported a population of 5,155 in Salton City and 1,128 in Desert Shores.

The population projections assume an average annual population growth rate of 0.1% for the Salton City and Desert Shores areas within the District, based upon research of projections for population provided by the California Department of Transportation (Caltrans)¹ and population estimates provided by the U.S. Census. Caltrans projections anticipate an annual average population rate of growth of 0.1 percent for Imperial County, between 2022 and 2027.

According to the U.S. Census Bureau, between 2010 and 2020, Imperial County experienced a 3% increase in population, growing from 174,528 to 179,702 residents over ten years.² This equates to an average annual growth rate of 0.3% for all of Imperial County. The majority of this growth occurred in the cities of El Centro and Brawley. Population forecasters anticipated Imperial County's growth to continue at the same rate between 2020 and 2030, however challenges associated with the COVID-19 pandemic led to population declines in Imperial County in recent years.¹ Due to pandemic restrictions between 2020 and 2022, net migration rates became negative, with residents moving out of the county or prevented from moving in from Mexico. Due to this and other factors, Caltrans projected an average annual population growth rate of 0.1 percent for Imperial County (overall) between 2022 and 2027.

¹ Imperial County Economic Forecast, California Department of Transportation, March 2023.

² 2020 U.S. Decennial Census, U.S. Census Bureau, April 2021

³ 2010 U.S. Decennial Census, U.S. Census Bureau, December 2010

Between 2010 and 2020, the U.S. Census Bureau reported that the Salton City CDP population increased from 3,763 to 5,155, a nearly 37% increase. This equates to an average annual growth rate of 3.7%. It was reported that the Desert Shores CDP population grew by approximately 7% over the ten-year period, equating to an average annual growth rate of 0.7%. U.S. Census American Community Survey (ACS) annual population estimates for Salton City and Desert Shores were not provided for years following the 2020 U.S. Decennial Census.

Population dynamics in Salton City and Desert Shores are subject to higher rates of change due to their smaller population size. Considering this, it is essential to incorporate modest growth rates which are more representative of population trends for the region as a whole. The population projections, outlined as follows, assume an average annual population growth rate of 0.1 percent, in line with Caltrans projections for Imperial County for the next four (4) years.

Over the years, various local and state agencies have developed and begun executing a number of plans and studies to revitalize the Salton Sea area, including the Salton Sea Master Development Plan and the Salton Sea Habitat Enhancement Project, launched by the California Department of Water Resources. In addition, various companies and organizations have considered the Salton Sea area for the mining of natural resources needed for renewable energy storage and for the production of legal cannabis.

While the District is aware of such plans, which could attract additional population and investment to the region if implemented, the implementation timelines for various rehabilitation and revitalization efforts and business ventures in the Salton Sea area remain uncertain. The population projections in this SAP were created independent of any other studies or plans at the local or regional levels and as noted, draw primarily from regional growth projections for the Imperial County area.

Year	Salton City Population	Desert Shores Population	Estimated/Projected Total Population
2020	5,155	1,128	6,283
2025	5,181	1,134	6,314
2030	5,207	1,139	6,346
2035	5,233	1,145	6,378
2040	5,259	1,151	6,410

Areas of Annexation

There are no current or pending areas of annexation within the District boundaries at the time this SAP was drafted, and no annexations have occurred since the previous (2006) SAP was published.

Existing Land Use

The County of Imperial has land use authority over the District. Existing land use in the District is guided by the West Shores / Salton City Urban Area Plan, which is incorporated to and implements the Land Use Element of the Imperial County General Plan. The District is located within the West Shores / Salton City Urban Area, which encompasses nearly 32,000 acres and includes the community of Salton City, the beach resorts of Vista Del Mar, Salton Sea Beach, and Desert Shores, and the proposed Habitat 2000 Specific Plan Area. The West Shores / Salton City Urban Area (Urban Area) is generally bound by the Riverside County line on the north, the Salton Sea on the east, the Navy's Salton Sea Test Base on the south, and State Highway 86 on the west, except for portions of Salton City which extend west of Highway 86. Portions of the Torres-Martinez Indian Reservation are located in the northern part of the Urban Area.

The Land Use Element of the County's General Plan indicates that Urban Areas will eventually be annexed or incorporated and should be provided with the full range of public infrastructure normally associated with cities. The General Plan indicates that any new development in Urban Areas shall provide for the extension or development of full urban services such as public sewer and water, drainage improvements, streetlights, fire hydrants, fully improved paved streets with curbs and, in many cases, sidewalks. Improvements shall be consistent with the County's development standards. Urban Areas may include a broad range of residential, commercial, and industrial uses.

Existing land uses in the District are governed by the provisions of the Imperial County Zoning Ordinance and are guided by the goals and policies presented in the County's Land Use Element of the General Plan and Urban Area Plan. By implementing the language from these documents, the District dictates the types of land uses that are allowed in specific areas within its boundaries. The West Shores / Salton City Urban Area Plan lists the following land use zones for Salton City and Desert Shores: Agriculture (A-1), Low Density Residential, Medium Density Residential, High Density Residential, Neighborhood Commercial, General Commercial, Light Industrial, Medium Industrial, and F (Recreation Zone). Figures 3 and 4, below, show the zoning for Desert Shores and Salton City derived from the Imperial County General Plan and Figures 5 and 6 detail the General Plan's guidance for land use and zoning in the Sphere of Influence. Figure 7 outlines the Salton City Airport land use compatibility zones.

The West Shore economy is based on employment in the various agricultural operations in Imperial County, as well as employment in retail and hospitality, serving local residents as well as highway travelers and seasonal visitors to the area. In the event there is a significant clean-up or rehabilitation of the Salton Sea, making the region more attractive to residents and recreational visitors, the economic development prospects of the District may improve significantly. In addition, investment in renewable energy and lithium industries may continue to support economic growth in this part of Imperial County.

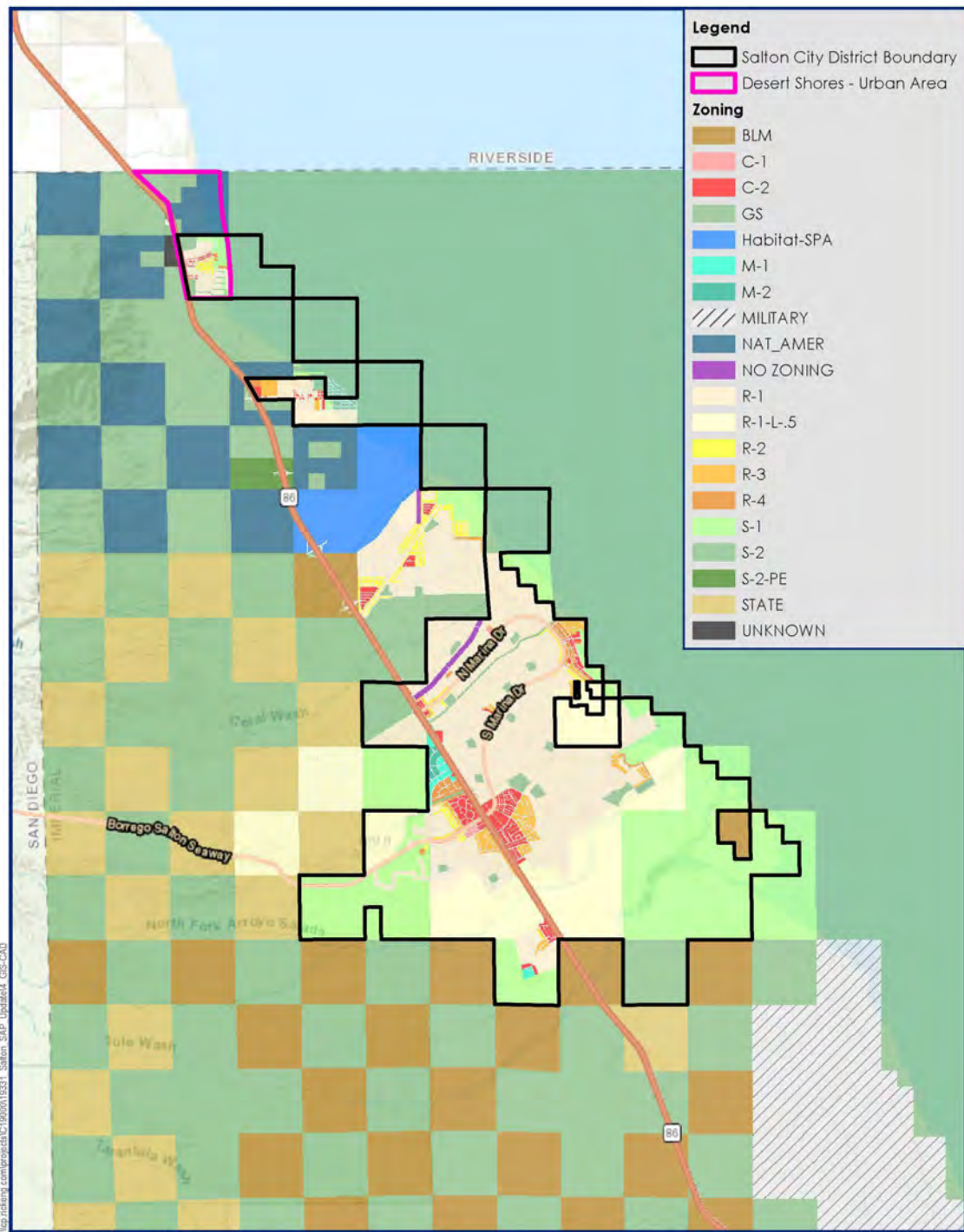
Planned Land Use

Planning and development within the District boundaries is guided by the goals and policies of the General Plan Land Use Element of the County of Imperial, the West Shores / Salton City Urban Area Plan, and other General Plan elements. Through the implementation of these elements / plans and the application of the land use designations detailed above, the District is generally able to foresee where and to what extent growth will occur within its boundaries.

The SAP assumes that all of the land within the District's Sphere of Influence will one day be annexed into the District. The General Plan does not provide a schedule for annexation of land to the District.

Approved, Planned, and Proposed Development:

At the time this SAP started being drafted (2021), there were no proposed, pending, or planned developments within the Desert Shores or Salton City communities.



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ENGINEERING COMPANY



0 1 2
Miles

FIGURE 6
SALTON CITY ZONING
SALTON CITY SAP - 2/4/2021

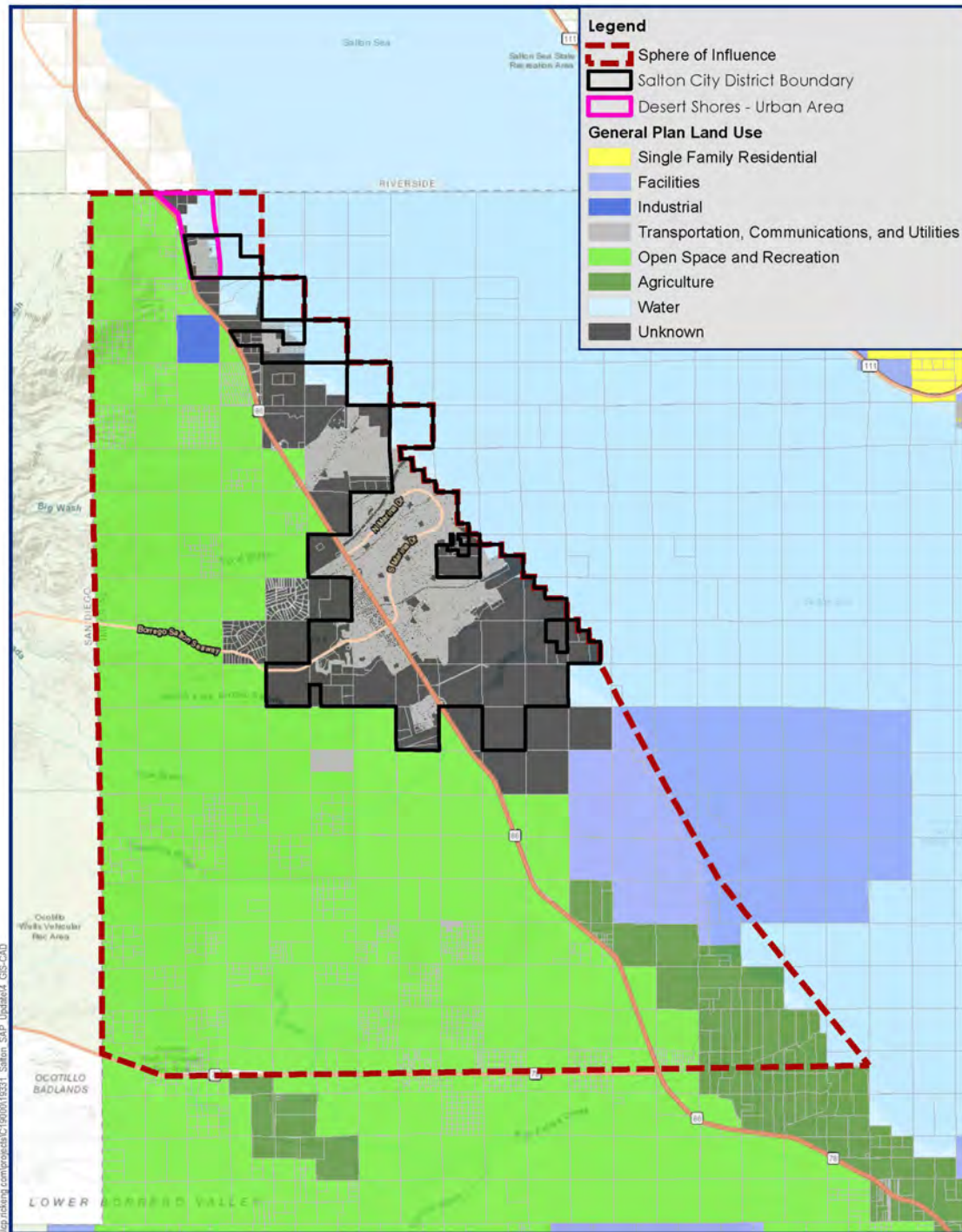
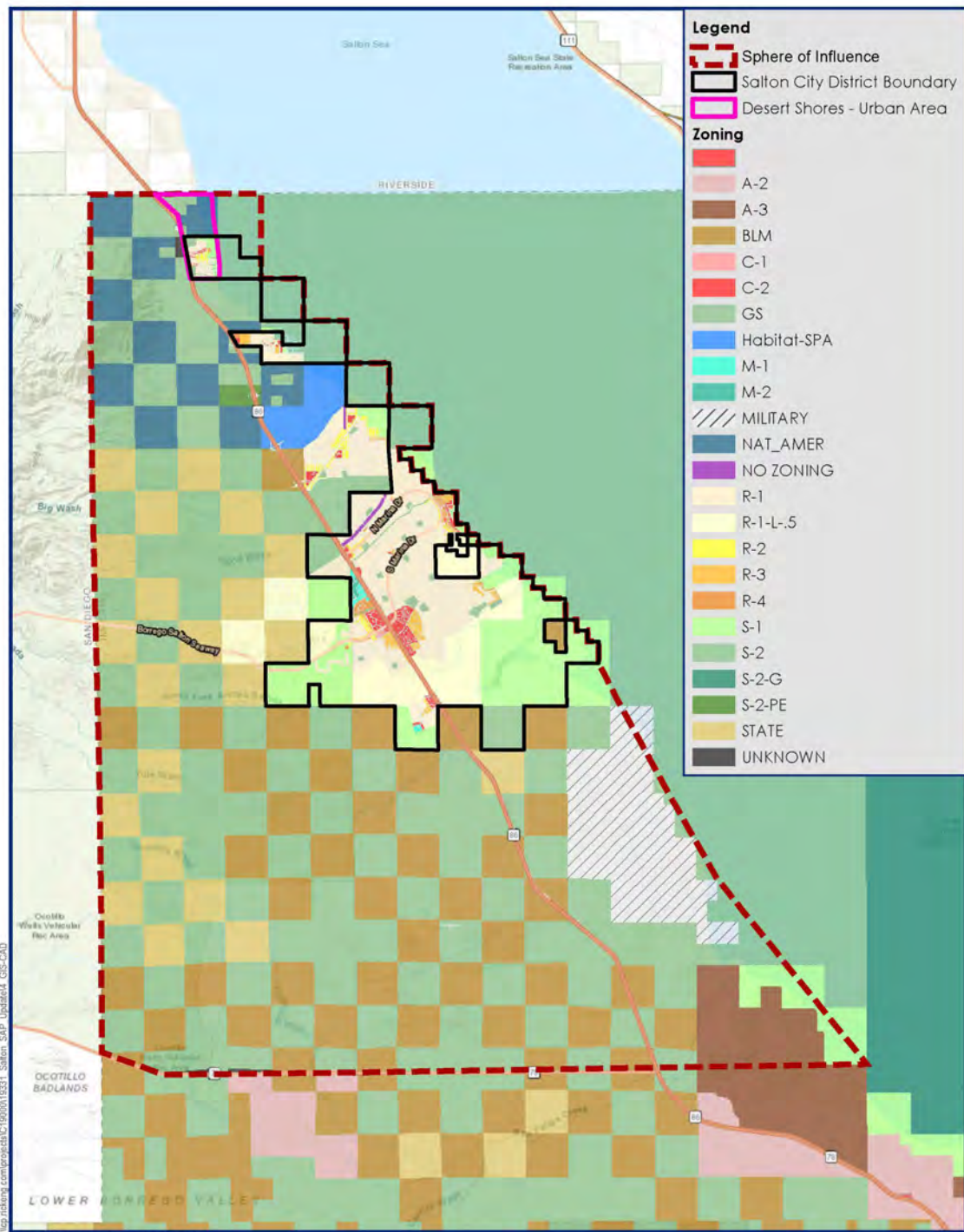


FIGURE 5
SALTON CITY SPHERE OF INFLUENCE GENERAL PLAN LAND USE

SALTON CITY SAP - 2/4/2021



SOURCES: Imperial County, SCAG, ESRI



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ENGINEERING COMPANY



0 1.5 3 Miles

FIGURE 6
SALTON CITY SPHERE OF INFLUENCE ZONING

SALTON CITY SAP - 2/4/2021

3.0 PUBLIC FACILITIES AND SERVICES

Introduction

The following chapter provides a detailed account of the various public services and facilities that are maintained and operated by the Salton Community Services District (District). This chapter discusses and evaluates administration, wastewater facilities, fire protection, recreational facilities, and solid waste services functions of the District. For each of these areas, an inventory of existing facilities is provided, and where applicable, performance standards are identified to gauge the effectiveness and adequacy of the facilities and services. The demands for future facilities and services are discussed relative to the projections for population growth outlined in Chapter 2. Where applicable, this chapter discusses plans for future facilities and services. This chapter outlines the current funding methods for each service area and the prospective sources of funding that could be used in the future. Finally, this chapter presents mitigation measures that would aid the District in ensuring future adequacy and efficiency of public facilities and services.

3.1 ADMINISTRATIVE FACILITIES

Performance Standard

There are no existing performance standards for administrative facilities for the Salton Community Services District. However, the District has indicated that the current facilities, encompassing 11,040 square feet of space, are sufficient to serve the existing population of 6,283 residents and provide room to accommodate population growth. Therefore, a performance standard of 1,300 square feet of administrative facilities per 1,000 residents may be applied.



Photo of District office sign

Facility Planning and Adequacy Analysis

This analysis provides an inventory of the existing District administrative facilities owned by the District, the existing and future demand for facilities as well as a projected phasing schedule. The purpose of this analysis is to determine whether the existing facilities are adequate and to identify approximately when additional facilities will be needed in order to meet future demand.

Inventory of Existing Facilities:

Administrative Office	7,640 sq. ft.
Service Garage with Storage	2,500 sq. ft.
Storage Building	900 sq. ft.
TOTAL	11,040 sq. ft.

The one-story administrative office was built in 2007 and purchased by the District in 2014. The new District administrative office building was purchased to provide adequate office space for administrative staff, to provide a dedicated board room to hold District board/committee meetings, to provide storage space for District record retention, and space to provide community services such as housing the Imperial County Free Library, as shown in the photo to the right. The old District office building was not adequate in providing office space, storage space, along with not having a dedicated board room to hold District meetings.



Photo of Library entrance located on the south side of the District office

The administrative office space is located off Service Road and Van Buren Street at 1209 Van Buren Street, Salton City, CA. The garage and storage facilities are located at 2194 and 2196 Cleveland Avenue, Salton City, CA.

The administrative office is staffed by the District's Interim General Manager, Board Secretary, and Finance Officer, totaling 3 full-time office staff. The Field Foreman works part-time in the office and part-time in the field. Providing services for wastewater facilities, the District has 6 sewer maintenance crew members and 2 Public Works staff members, totaling 8 off-site staff.

A contract exists between the District and the Imperial Irrigation District (IID) for streetlight installation and maintenance. The District pays monthly electric fees for usage of the lights. Development within the District over the last 40 years has been very spread out, and as a result the lighting throughout the District is spread out as well. It is the District's interest to install and maintain photovoltaic streetlights.

Adequacy of Existing Facilities:

In 2014 the District was able to upgrade the administrative office and purchase the current facility at 1209 Van Buren Street. The administrative office is now considered to be adequately sized based upon the performance standard of 1,300 square feet of administrative facilities per 1,000 residents. As a result of the administrative office upgrade, the Sheriff's Station was relocated to 2101 South Marina Drive Suite 1, Salton City.

The existing quantities of office space and meeting space are currently acceptable to accommodate the employees, customers, and users of the District administrative facilities. The current square footage of administrative office space also allows for the continued accommodations of the adjacent library, located on the south side of the District office. Additionally, District staff has determined that the square footage of their existing service garage and storage is adequate.

The administrative office facilities currently withstand existing structural problems, demonstrated by damage visible within the District office. The District consulted with foundation contractor, Ram Jack Pacific, to assess the structural problems and provide a quote for repair and remediation. Upon performance of an informal manometer survey to assess elevation differences throughout the building, the contractor determined that the building requires additional inspection to determine repair costs.

The District later consulted with a Structural Engineer, Horrocks, who found the building did not appear to be an immediate threat to the safety of the occupants, but recommended consulting with a geotechnical engineer, Petra, regarding the expansive soils which have caused the buildings foundation to move significantly to provide a quote for repair and remediation. Petra took several core samples for testing, the samples confirmed expansive soils predominately within the south portion of the site appear to be high moisture content and soft. The District is awaiting a repair and remediation report.

The current layout of streetlights is very spread out across the District. With the recent increase in development, additional intersections now require streetlight installation. The District is considering installing photovoltaic streetlights around the District as well. Currently, the District needs 1 Administrative Assistant to provide support for office and off-site staff and accommodate service needs. Addition of this staff member would amount to 4 full-time District office staff and 8 off-site District staff.

Future Demand for Facilities:

As the Salton Community Service District continues to grow, so does the need for administrative facilities. With a population expected to reach 6,410 by the year 2040, it is projected that the current administrative facilities will be adequate to serve future residents. Application of the District's future performance standard suggests that 8,333 square feet of administrative facilities may be needed to adequately serve the projected 2040 population. Applying the recommended performance standard to population projections, the District will require the following square footage of administrative facilities in the coming years.

Year	Projected Population	Square Footage Demand
2020	6,283	8,168
2025	6,314	8,209
2030	6,346	8,250
2035	6,378	8,291
2040	6,410	8,333

The District is responsible for implementing a fully functional and qualified staffing level. Recent staffing changes have prompted a staffing transition period and the District has appointed an Interim General Manager (IGM) to continue operating and overseeing District services. The IGM is currently in an “at will contract” which continues at the pleasure of the Board and will remain in effect until a permanent, qualified General Manager is appointed to the District.

The IGM has worked with the District within the Sewer Maintenance Department for 11 years and is extremely familiar with the day-to-day operations of the sewer systems and treatment plants. The IGM’s responsibilities within the Department have increased incrementally throughout his tenure, as reflected by his positions held starting from Sewer Maintenance Worker I, Sewer Maintenance Supervisor, Field Foreman, until this most recent position as IGM. The IGM is highly knowledgeable about day-to-day operations, maintenance, field crew management, Regional Water Board compliance, budgeting, and plant operations. The IGM has actively cooperated with LAFCO throughout the interim and will lead a smooth transition for the successor in their role.

The District’s Finance Officer holds 15 years of experience managing accounting functions including AP/AR, payroll, ensuring integrity and accuracy of internal controls. The Financial Officer maintains financial books, prepares financial reports for month end, quarterly, and year end, prepares and files 571’s, quarterly payroll 941’s DE9-c’s, performs advanced reviews of business operational trends, prepares accurate forecasts, and conducts auditing. The Finance Officer has remained cooperative with LAFCO throughout the interim and will serve as a valuable resource to the upcoming General Manager to discuss cash flow, economic trends, existing challenges, and funding opportunities.

The District’s Board Secretary provides an advisory role on government rules and regulations for corporate policies and procedures for operations. The Board Secretary holds five years of experience as an administrative assistant performing data entry, drafting correspondence, drafting resolutions, agendas, and scheduling meetings. The Board Secretary is vital to the District’s record keeping processes and community public relations. Throughout the District’s remediation period, the Board Secretary will uphold the Board’s commitment to transparency by maintaining public access to board meeting minutes, agendas, and resolutions. The Board Secretary will also provide the District with clear guidance on the Board’s resolutions, proceedings, and action items.

The Field Foreman (Foreman) has worked with the District for 16 years serving in a variety of department roles between Public Works and Sewer Maintenance. The Foreman oversees maintenance of parks, offices, and public facilities. The Foreman previously worked in Sewer Maintenance, overseeing day-to-day maintenance and operations of sewer systems. The Foreman will leverage technical knowledge and experience to continue operations of the sewer system while the District undergoes this staffing transitional period.

Each District staff member plays an important role in maintaining the day-to-day operations and services of the District during the interim, while preparing for a smooth transition for the upcoming General Manager. The staff is committed to taking action to remedy the stated deficiencies of the District and providing quality services for District community residents. Staff will work together to engage a qualified and experienced professional to assume the role of District General Manager.

Opportunities for Shared Facilities:

In order to reduce administrative service costs, the District rents out a portion of the administrative offices for use by the County library. The tenant (the Imperial County Free Library) pays rent to the District for use of the facilities.

Photovoltaic (solar) streetlights maintained by IID are another possible cost saving mechanism for the District as well. The District upholds a Memorandum of Understanding (MOU) with the County of Imperial to allow County programs and departments to use space in the administrative building to provide community services to the local residents who cannot travel all the way to nearby cities. This includes space for Imperial County's Free Library, Behavioral Health Department, Probation Department and Smart Recovery Program.

Phasing:

The District does not have any plans for the phasing of new administrative facilities. As growth continues within the District, administrative facilities will continue to be reviewed to ensure that they are keeping pace with the performance standard projections and that they are adequate to serve the population. The following table provides an estimate of the phased demand associated with incremental growth within the planning horizon.

Funding

The new District administrative office building was purchased June 5, 2014, with sewer maintenance funds, in addition to the former District office building being exchanged as a down payment towards the new District office building.

The total cost for the new administrative office building amounted to \$1,000,000.00. The former administrative office building was exchanged as a down payment totaling \$500,000. This purchase resulted in an outstanding loan amount of \$587,473.28, which is paid by the District monthly, through payments from the Sewer Maintenance Fund (SM).

The District does not maintain a separate budget line item pertaining to Administrative Facilities. Instead, the SM provides funding to the General Fund, which in turn funds all items associated with the District administrative office building. Property taxes are not used to fund the District office building. The General Fund provides for streetlight installation, Parks, and Recreation as well as the ongoing electricity costs for operating streetlights, parks, water bills for parks, along with operations/maintenance of general fund buildings.

Per Capita Costs:

As stated above, the District does not maintain a separate budget line item pertaining to Administrative Facilities. The cost per capita for the administrative facilities is embedded within the General Fund.

Future Funding Costs:

In addition to the continued use of existing funding sources, development impact fees may be established to help fund potential expansions or updates to administrative facilities needed to provide services associated with future development. If additional funding is needed, bonds can be issued and/or special assessments can be implemented.

Mitigation

In order for the District to provide adequate administrative services to its residents and ensure that future demands for facilities are properly identified and addressed, the District should implement the following measures:

- Continue to periodically review the administrative facilities and personnel of the District through the preparation of annual reports. These reviews will identify staffing and budgetary concerns as District growth continues to increase the demand on facilities and staff.
- Maintain agreements and MOUs with the County to continue providing space for County activities, departments, and programs.
- Performance of a formal building structural inspection to identify necessary repairs for construction and associated costs to be incurred by the District.
- Develop a long-term street lighting and landscaping plan that also addresses the feasibility of photovoltaic (solar) streetlights.
- Engage and hire a qualified and experienced professional to take over the role of District General Manager. Maintain the IGM and existing staff for as long as possible to provide a smooth transition to the upcoming General Manager.

3.2 Wastewater Facilities

Introduction

In 1955, the Desert Shores Community Services District was chartered by the State of California through Articles A through H of Section 61601 of the Government Code. In 1957, the Salton City area was annexed to that District and the name of the District was changed to Salton Community Services District rather than going through the process of forming a new District to encompass both Desert Shores and Salton City. The District is empowered to construct, operate, maintain, repair, and replace wastewater system facilities as needed to provide wastewater service in compliance with applicable standards and regulations. The District routinely constructs new facilities, maintains them, and replaces them as necessary to maintain adequate, reliable, and safe wastewater service to its customers.

Performance Standard

Wastewater treatment is generally regulated by the State of California. The District is held responsible to the Waste Discharge Requirements by the California Regional Water Quality Control Board (Board Order No. 98-008). The State Water Quality Board (SWQB) sets a performance standard of 85 percent capacity, and by law the District must notify the SWQB upon reaching this level. Although no formal performance standards currently exist in terms of personnel required to maintain the wastewater treatment facilities, District representatives have suggested that at least 1.45 personnel per 1,000 population be staffed at all times. This is based on analyses of the adequacy of existing staffing conditions and discussions with the District.

Facility Planning and Adequacy Analysis

Inventory of Existing Facilities:

The District owns and operates a wastewater system comprised of the collection, conveyance, and treatment facilities for the communities of Salton City and Desert Shores. There are three wastewater treatment facilities (WWTFs) in operation within the District and the total peak capacity for the three facilities combined is 447,000 gallons per day (GPD). The District manages three wastewater treatment facilities (WWTFs) all utilizing evaporation-percolation ponds to support supplemental treatment processes: Desert Shores WWTF, Lansing WWTF, and Thomas R. Cannell (TRC) WWTF. A total of six (6) workers are employed to provide sewer maintenance to the three facilities.

Both the TRC and Lansing facility serve the Salton City community. In Salton City, there are a total of 16 active lift stations, one backup lift station, and one inactive lift station conveying wastewater from Salton City that is ultimately discharged into either the Lansing WWTF or Thomas R. Cannell WWTF. The Lansing facility was built in 1972 and shares sewer lines with the TRC facility. The original Salton City Wastewater Treatment Plant was decommissioned in October 2008, when the TRC facility was constructed. Since both facilities serve the same area and share sewer lines, only one facility operates at a time. Operators manually direct the flow between the two facilities which have a combined capacity of 305,000 GPD. Operators alternate between the two on a weekly basis, where the District runs a facility average of twelve days on a month and average of eighteen on the other facility.

The specifications for the TRC and Lansing facilities are detailed below:

TRC:

Includes the following:

- 2 Aeration Ponds
- 2 Polishing Ponds
- 4 Evaporation/Percolation Ponds
- 2 Clarifying Ponds
- 1 Emergency Pond
- Maximum capacity of 185,000 GPD (2016 SAP)
- Permitted flow of 185,000 GPD (RWQCB Board Order No. R7-2018-0013)
- Average daily flow of 172,000 GPD (2023)
- Peak flow of 172,200 GPD (2023)
- Average operation is estimated to be above 90% of capacity
- *Shares 430 miles of sewer lines shared with the Lansing facility
- **Note:** Lansing and TRC facilities serve the same area and use the same sewer lines.

Lansing:

Includes the following:

- 5 evaporation and percolation ponds
- Maximum capacity of 120,000 GPD (2016 SAP)
- Permitted flow of 120,000 GPD (RWQCB Board Order No. R7-2012-0035)
- Average daily flow of 114,000 GPD (2023)
- Peak flow of 114,800 GPD (2023)
- Average operation is estimated at 95% of capacity
- *Shares 430 miles of sewer lines with the TRC facility
- **Note:** Lansing and TRC facilities serve the same area and use the same sewer lines.

On average the TRC facility operates for an average of 18 days per month and Lansing operates for an average of 12 days per month. The Lansing facility consists of five (5) ponds and the TRC facility contains 11 ponds. Both the Lansing and TRC facilities are currently operating above the 85 percent capacity threshold at an average combined daily flow of 286,000 GPD.

The District will continue to coordinate with the SWQB and a qualified engineer to update its wastewater master plan in order to meet the expanding capacity needs of both the TRC and Lansing Facilities. The TRC and Lansing facilities are monitored daily with a portion of the maintenance crew on 24-hour standby duty on a rotational basis. Samples are taken monthly from the ponds and different surrounding locations and are analyzed at qualified laboratories, which submit reports to the SWQB.

The Desert Shores facility is located approximately 1.2 miles west of the Salton Sea. The facility is adjacent to Coolidge Springs Road, west of State Highway (SH) 86, and one mile southwest of the community of Desert Shores, California. The Anza-Borrego Desert State Park is located 15 miles to the southwest of the Desert Shores facility. The number of sewer accessible lots in Desert Shores is approximately 1,043.

The specifications for the Desert Shores facility are detailed below:

Desert Shores:

Includes the following:

- 7 evaporation and percolation ponds
- Maximum capacity of 200,000 GPD (2016 SAP)
- Permitted flow of 200,000 GPD (RWQCB Board Order No. R7-2014-0007)
- Average daily flow of 140,000 GPD (2016 SAP)
- Peak flow of 160,000 GPD
- Average operation is at 70% capacity
- 25 miles of sewer lines

The Desert Shores facility consists of seven (7) ponds and is located on approximately 14 acres of land. The ponds were constructed on artificial fill that ranges from 12 to 15 feet above the existing surface. The District estimates that Desert Shores facility operates at an average of 70 percent of capacity. The Desert Shores facility treats wastewater biologically. The ponds are used to treat influent by providing biological oxidation, evaporation and infiltration for treatment and final disposal. The ponds are aerated to achieve biological treatment of the influent and reduce objectionable odors. Disposal of the effluent is by evaporation and percolation. Due to the variety of sizes of the ponds at the facility, the level of treatment and disposal of effluent of each pond varies widely. The ponds have a large surface and a shallow depth, which promotes evaporation as well as growth of algae.

The Desert Shores collection system consists of a system of gravity line force mains and four active lift stations. The Desert Shores facility has approximately twenty-five (25) miles of sewer lines, 264 manholes, and six lift stations. Wastewater is collected from throughout the system by gravity sewer lines before discharging into the Desert Shores WWTF. The gravity lines range between 6, 8, and 10 inches in diameter and force mains range between 8 and 10 inches in diameter. Small submersible pump lift stations are used to convey wastewater to two main pump stations. Wastewater is pumped through force mains to the wastewater treatment plant, which consists of the aerated ponds previously described. Peak wastewater generation is approximately 160,000 GPD in Desert Shores. The Desert Shores facility does not currently exceed the SWQB 85 percent threshold.

The District supports approximately 455 miles of sewer lines, dated from the late 1950's to current day. In the 1950s, the Salton City and Desert Shores communities were developed, which included the construction of force main pipelines in the project area. Additionally, gravity sewer pipelines and manholes were built, connecting to both the entry and discharge points of these force main pipelines. These collection system components are now around 70 years old and are showing signs of aging.

Adequacy of Existing Facilities:

The District has a deteriorating, aging wastewater collection system that has experienced breaks and sewer spills, compromising ground and surface water quality in the Service Area. To provide more reliable sewer service to customers, minimize financial impacts to the community, and uphold compliance with Regional Water Board requirements, the District has leveraged government grant programs intended to fund infrastructure improvements in disadvantaged communities.

Under Proposition 1, intended for the allocation of funding for Small Community Wastewater Projects, the District entered a financing agreement with the California State Water Control Resources Board for sewer force main replacement and other conveyance system improvements. The District was awarded a planning study grant to assist with the planning, design and construction of the Desert Shores and Salton City Sewer Force Main Rehabilitation and Replacement Project.

Through the preparation of a Preliminary Engineering Report (PER), an engineering and design engineering firm evaluated and identified critical deficiencies in the wastewater collection system. As part of this project, additional monitoring for the wastewater quality in the conveyance system was performed at selected locations to collect data and review changes in wastewater quality from select lift stations and wastewater treatment plants. Results from this effort were incorporated into the analysis of the wastewater system to recommend design criteria for force main improvements to the District. The PER provided recommendations through a series of three alternatives evaluated in terms of feasibility and costs, ultimately to inform the District's selected construction project.

Water Quality Adequacy

District Wastewater Treatment Facilities (WWTFs) are under the regulatory oversight of the Colorado River Basin Regional Water Quality Control Board and are governed by specific board orders: No. R7-2014-0007, R7-2012-0035, and R7-2012-0034. The adequacy of the existing wastewater facilities can be evaluated based on the current self-monitoring reports generated by the California Water Board, the adequacy of employees available to service the facilities, and the capacity of the system.

The California Regional Water Quality Control Board (RWQCB), Colorado River Basin Region (Regional Water Board), is the public agency with primary responsibility for the protection of ground and surface water quality for all beneficial uses within Imperial County. The District is subject to the provision of Self-Monitoring Reports per authorization of the State Water Resources Control Board.

The District is authorized to discharge treated municipal wastewater from the Desert Shores, Lansing and TRC wastewater facilities under Waste Discharge Requirements (WDRs) regulated by the Regional Water Board. Under the terms of the WDRs, the District can discharge up to 0.20 million gallons per day of treated wastewater. To produce the Self-Monitoring Report, samples retrieved from the treated wastewater are analyzed to measure levels of pollutants in the water, to measure compliance with WDR Effluent Limitations.

The latest PER included a water quality and flow monitoring report which was included in the analysis to identify optimal locations for rehabilitation or reconstruction improvements. Following specified monitoring parameters, the District operator collected and tested samples from eleven locations throughout Desert Shores and Salton City for inclusion in the report.

During this sampling period, the WWTFs demonstrated they were generally capable of treating raw wastewater below effluent limits. PER didn't identify a consistent pattern of trends week to week which applied to all sample locations. As shown on the next table, in the month of May, Desert Shores and TRC WWTFs effluent exceeded the monthly average BOD the limit of 45 mg/L. All three WWTF's effluent levels were reduced below the monthly average BOD limit for the month of June. Note that BOD levels may be influenced by oversized pipes, long detention times, low flows and/or nitrification which can be caused by system deficiencies.

<i>Monthly Average Biochemical Oxygen Demand (BOD) for Effluent Sample Location</i>				
	BOD Limit (mg/L)	Monthly Average BOD (mg/L)		
Month		Desert Shores	Lansing	TRC
May	45	48.4*	41.8	49.8*
June	45	33.3	29.9	31.6

Note: "*" indicates BOD limit exceedance

Notice of Violations

Per the monthly reports provided by the District to the Regional Water Board, BOD effluent exceedances have occurred intermittently over the years at all three WWTFs, both on average weekly and average monthly intervals. In February 2021, the Regional Water Board issued three Notices of Violation (NOVs), upon review of the District's Self-Monitoring Reports for November 2020 through December 2020.

2021 Enforcement Documents from Regional Water Quality Control Board (RWQCB)			
Date	WWTF Name	Enforcement	Brief Description
11/19/2020	Desert Shores	NOV	BOD Exceedances July-Aug 2020
11/19/2020	Thomas R. Cannell	NOV	BOD Exceedance Aug 2020
11/19/2020	Lansing Avenue	NOV	BOD Exceedance Aug 2020

Desert Shores Facility

The Desert Shores facility received a NOV regarding noncompliance with the WDRs specified in Order R7-2014-0007, Effluent Limitations B.1 stating that wastewater discharge to disposal ponds shall not exceed a Biochemical Oxygen Demand (BOD) average monthly of 45 milligrams per liter (mg/L). In the Desert Shores facility's November 2020 SMR, the reported BOD in the sample collected exceeded the monthly limit with a detected concentration of 66 mg/L.

Lansing Facility

The Lansing facility received a NOV regarding noncompliance with the WDRs specified in Order R7-2012-0035, Effluent Limitations B.1 stating that wastewater discharge to disposal ponds shall not exceed a Biochemical Oxygen Demand (BOD) average monthly of 45 milligrams per liter (mg/L). In the Lansing facility's November 2020 SMR, the reported BOD in the sample collected exceeded the monthly limit with a detected concentration of 55 mg/L. In the December 2020 SMR, the reported BOD in the sample collected exceeded the monthly limit with a detected concentration of 49 mg/L.

TRC Facility

The TRC facility received a NOV regarding noncompliance with the WDRs specified in Order R7-2018-0013, Effluent Limitations B.1 stating that wastewater discharge to disposal ponds shall not exceed a Biochemical Oxygen Demand (BOD) average monthly of 45 milligrams per liter (mg/L). In the TRC facility's November 2020 SMR, the reported BOD in the sample collected exceeded the monthly limit with a detected concentration of 61 mg/L. In the December 2020 SMR, the reported BOD in the sample collected exceeded the monthly limit with a detected concentration of 56 mg/L.

NOV District Response

Upon notification of the BOD violations, the District immediately implemented corrective and preventative actions for each facility to bring the wastewater discharge into full compliance with WDRs. Since the issuance of the three Notices of Violation, the District has upheld compliance with wastewater discharge BOD levels and has not received Effluent Limit Violations from the Regional Water Board since. The District continues to coordinate with the Regional Water Board to ensure the BOD levels reach the appropriate limit of a monthly average of 45 mg/L.

Sanitary Sewer Overflow (SSO) Spill

In July 2021, the District notified the Regional Water Board of a Sanitary Sewer Overflow (SSO) spill caused by a force main rupture, which reportedly spilled untreated wastewater into a drainage channel. The discharge of untreated wastewater into the drainage channel, which is classified as a water body of the United States, resulted in the violation of Order 2006-0003-DWQ, Section C, Prohibition 1, California Water Code 13376, and Clean Water Act Section 301.

Upon delivery of the notice, the District completed and submitted a SSO Technical Report to the Regional Water Board identifying the causes and circumstances of the SSO, describing the District's response and explaining that the SSO liquid had not reached any waterways prior to cleanup of the site, therefore no water quality monitoring activities were undertaken.

The cause of the spill was best estimated to be a small earthquake causing a shear crack near the force main. Upon notification and verification of the spill, the crew was immediately dispatched to shut down pump stations and gather equipment for the repair. The crew dug up the sewer main, located the shear crack and immediately cleaned and repaired the pipe. The crew turned on the pump stations to confirm repair prior to backfilling.

Facility Plans and Upgrades

The District is working with agencies to seek grant funding to replace the entire force main. The proposed force main replacement project has been designed by a professional engineer in the State of California from TKE Engineering and the District expects to put the project out to bid soon.

In January 2023, the District updated the Sewer Rate Study previously completed in April of 2021. The updated rate study was completed by the Rural Community Assistance Corporation (RCAC) in early 2023, for faster implementation into existing District policy and pricing structures. According to the 2016 SAP and 2023 reports, the Lansing and TRC facilities are currently operating at above 85 percent capacity

and there is an immediate need to expand capacity of two facilities. In addition, the Desert Shores facility is operating at 70 percent capacity, it is recommended that the District include plans to expand all three wastewater facilities.

The District's aging infrastructure requires a systematic and phased approach for restoration of historic infrastructure and construction service connections. Older infrastructure requires more maintenance and therefore is more costly to perform standard repairs. In addition, older infrastructure has a higher possibility for cracks and malfunctioning equipment. Rehabilitation of this infrastructure will be an ongoing process the District will perform to continue providing quality services to community members.

Employee Adequacy:

The District currently employs six (6) personnel to maintain the TRC, Lansing, and Desert Shores facilities. Using the performance standard below, the existing demand for personnel is as follows:

$$6,283 \text{ Existing Population} \times 1.45 \text{ personnel} / 1,000 \text{ population} = \mathbf{9 \text{ personnel demand}^*}$$

* Because a fraction of a person cannot exist, this number is always rounded down to the nearest whole number.

Capacity Adequacy:

The three facilities have a total peak capacity of 447,000 GPD. Since two of the three wastewater treatment facilities operate on alternating schedules the average, peak, and total capacities of the facilities were analyzed separately, as well as jointly for the TRC and Lansing Facilities, as outlined below. Both the TRC and Lansing facilities are operating above the 85 percent threshold. It is important to evaluate the adequacy of existing facilities now and into the future based on peak wastewater flows to accommodate for the worst-case scenario. The following analysis is based on peak wastewater generation numbers; however, average wastewater generation information is provided for informational purposes.

The District is currently applying for a separate planning study grant through the State Water Resources Control Board to evaluate the latest capacities of the WWTFs. Facility capacities listed below are from the District's 2016 Service Area Plan and may not reflect current conditions of the wastewater system.

TRC and Lansing Facilities

The District currently consists of approximately 6,283 residents, which include 5,155 residents in Salton City and 1,128 residents in Desert Shores. Actual pumping records confirm that wastewater generation is peaking at approximately 287,000 GPD for the Lansing and TRC facilities combined. Approximate peak wastewater generation for residents in Salton City equates to roughly 56 GPD per person. Average wastewater generation for Lansing is 114,000 GPD and 172,000 for TRC, equating to approximately 22 – 33 GPD per person.

The following calculation shows the approximate peak wastewater disposal rate in Salton City:

$$5,155 \text{ population (2020)} \times 56 \text{ (peak GPD)/ population} = \mathbf{287,000 \text{ GPD}}$$

Desert Shores Facility

The current estimated population of Desert Shores is approximately 1,128 persons. Actual pumping records confirm wastewater generation is peaking at approximately 160,000 GPD. Peak wastewater generation for residents in Desert Shores equates to roughly 142 GPD per person. Average wastewater generation is approximately 140,000 GPD, equating to 124 GPD per person. The following calculation shows the approximate peak wastewater disposal in Desert Shores:

$$1,128 \text{ population (2020)} \times 142 \text{ (peak GPD)} / \text{population} = \mathbf{160,000 \text{ GPD}}$$

This calculation shows that the Desert Shores wastewater treatment plant is currently below 85 percent of capacity. The District is currently in the process of rehabilitating check valves at the headworks of the wastewater system in these facilities. Check valves tightly seal to prevent backflow which causes double pumping, resulting in increased flow numbers. According to a visual inspection by maintenance crew staff, malfunctioning check valves have reported higher average daily flow rates. The District is seeking to replace and recalibrate flow meters to account for these circumstances.

Future Demand for Facilities:

According to the District, the Lansing and TRC facilities are currently operating at above 85 percent capacity and there is an immediate need to expand capacity of two facilities. In addition, the Desert Shores facility is operating on average at 70 percent capacity, it is recommended that the District include plans to expand and improve all three wastewater facilities.

The District identified key facilities which should be replaced to improve wastewater system operations, promote health and safety, and reduce effluent levels in treated wastewater discharge. Key facilities and improvements include: the force main from Lift Station 2 in Desert Shores; force mains from Lift Stations 16, 22, and 24 in Salton City; select manholes downstream of the discharge point of the force main from Lift Station 16; and the configuration of the cluster of Lift Stations 19, 19B, and 20. As part of the PER, a series of project alternatives were analyzed and compared to determine feasibility, construction costs and design criteria. The PER provided recommendations for key improvements and replacements for the wastewater collection system to improve discharge quality in compliance with State and Regional Water Board standards.

Based on these findings, the District decided to proceed with the following alternatives:

Proposed Project Components
Alternative DS-FM3 - 6-inch Replacement of Existing Force main from Lift Station 2
Alternative DS-WW1 - Lift Station 2 Improvements
Alternative SC-FM2 - 8-inch Force main Replacement for Lift Station 16
Alternative SC-WW1 - Lift Station 16 Improvements
Alternative SC-WW2 - Manhole Improvements Downstream of Lift Station 16's Force Main Discharge
Alternative SC-WW3A - Replace Lift Station 19 and Remove Lift Station 19B
Alternative SC-FM4 - 6-inch and 8-inch Force main Improvements for Lift Stations 22 and 24

The District's aging infrastructure requires a systematic and phased approach for restoration of historic infrastructure and construction service connections. Older infrastructure requires more maintenance and therefore is more costly to perform standard repairs. In addition, older infrastructure has a higher possibility for cracks and malfunctioning equipment. Rehabilitation of this infrastructure will be an ongoing process the District will perform to continue providing quality services to community members.

TRC and Lansing Facilities

The current TRC and Lansing facilities operate above the 85 percent threshold. The District has immediate plans to increase the capacity of these plants to their original rated capacity of 1,000,000 GPD with the help of TKE Engineering, whom the District accepted a proposal to Provide Professional Engineering Services for Waste Discharge Requirements Permit Amendments.

The District seeks to increase the estimated capacity of the TRC and Lansing facilities through a reassessment of the wastewater facilities to reevaluate their average daily peak flow capacity, which District maintenance crew members believe are underestimated. In addition, the District intends to replace and rehabilitate check valves to produce more accurate flow readings for SMRs. The proposed force main replacement project has been designed by a professional engineer in the State of California.

Desert Shores Facility

The Desert Shore facility has sufficient capacity to serve the existing population; however, the District recognizes the need for improved and updated facilities to meet needs of the Desert Shores Community and reduce the occurrence of effluent limit violations to comply with state water regulations. The 2007 Mitigate Negative Declaration (MND) discusses the impacts of implementation of a Clemson Treatment Process installed within two (2) of the existing ponds that are currently offline at Desert Shores.

Expansions and improvements to the current aeration ponds and collection system are necessary to accommodate near-term needs. An entirely new mechanical treatment plant may be necessary to accommodate the long-term facility demands in Desert Shores. The 2010 Sewer System Management Plan (SSMP) states that for any project beyond a 200-connection threshold, the District will initiate construction of a mechanical plant that will have design features enabling expansion to 1 MGD capacity.

In sum, the capacity of the current Desert Shores facility is sufficient. However, with new annexations or developments into the Desert Shores area the facility will soon approach 85% of capacity.

As of September 2022, the District Board has approved the resolution for District consent for authorized representatives to Develop Scope of Work for Professional Services for Clean Water State Revolving Fund (CWSRF) Planning Application for Plant Capacity Expansion. The delivery of this scope of work will enable the District to perform the necessary capital improvements to increase capacity in each facility.

Opportunities for Shared Facilities:

The District does not share wastewater treatment, storage or distribution facilities with other jurisdictions, and there is no opportunity to share such facilities.

Phasing:

Information on peak wastewater flows from pumping records are used to predict anticipated peak wastewater generation in both the Salton City and Desert Shores facilities. The future number of employees is based on the performance standard of 1.45 employees per 1,000 population as it applies to the total District population as it grows in the future.

Funding

In tandem with the preparation of the PER, the District began working with the Rural Community Assistance Corporation (RCAC) to help apply for grant funding and conduct an updated Wastewater Rate Study to ascertain rates that would meet its existing and future revenue needs. The Rate Study was intended to ensure compliance with California Proposition 218, also known as the "Right to Vote on Taxes Act," which mandates that local governments must obtain approval from affected property owners or ratepayers before imposing, increasing, or extending certain assessments, fees, and charges.

Under Prop 218, a specific procedure was followed by the District to formally adopt new fees:

1. Provision of Notice
2. Public Hearing
3. Ballot Protest Process
4. Majority Approval

The Wastewater Rate Study provided a rate schedule for a five-year period based on the costs to continue providing utility services, maintain an operating budget and prepare for future growth. The rate changes are intended to bolster the wastewater enterprise budget, balance expenditures and needed reserves and fund future capital improvements. The finalized Rate Study was provided to the public prior to the vote.

RCAC assisted the District in following the required Prop 218 procedure for notifying the public and informing them of their rights to protest future rate changes through a majority opt-in voting process. RCAC delivered this presentation to the community on May 17, 2023, which presented the findings of the Rate Study and ensured compliance with Prop 218.

The primary sources of revenue for wastewater treatment and collection facilities are the sewer capacity and connection fees for new developments along with yearly sewer user fees. Currently, a connection fee of \$3,700 per residential unit is required. Sewer user fees are currently \$640.74 per year/residential unit. With the proposed rate adjustment, in June of 2024, the user fee would increase to \$838.41 per year/residential unit. After the first year, this would be followed by an annual 4 percent increase to base and usage rates and 5 percent for the stand-by fees to offset the impact of inflation.

The proposed rate schedule is shown in the table below:

Adjusted Rate 5 Year Rate Schedule					
Rate Type	Year	Year 2	Year 3	Year 4	Year 5
Base Rate	\$838.41	\$871.95	\$906.82	\$943.10	\$980.82
Maintenance Standby Fees	\$16.99	\$17.84	\$18.73	\$19.67	\$20.65
Standby Fees	\$21.00	\$21.00	\$21.00	\$21.00	\$21.00
Usage Rate	\$10.08	\$10.48	\$10.90	\$11.34	\$11.79

On July 19, 2023, the District Board of Directors held a second public hearing at the District office to consider the proposed rates and gather protest ballots from users voting against the rate increase. From the collection of ballots, it was determined that a majority consensus from the community was not achieved, therefore the proposed rate increases were adopted by the District. In demonstrating the District's financial ability to function and become financially solvent over time, the Imperial Local Agency Formation Commission (LAFCO) notified the District that the previous determination for dissolution would be reconsidered if funding opportunities materialized.

Other sources of revenue are from interest income on accounts and equipment rental. The collected revenue is used for maintenance of the sewer system including vehicles and equipment, utilities, laundry, janitorial, salaries and other miscellaneous expenses. Capital purchases such as equipment, tools, and furniture, as well as pump stations, sewer lines, lumber, hardware, labs, and other professional and sewer project expenses are provided via these funds. The District will continue to utilize these funding sources in addition to searching for other sources to improve the existing system in order to meet future demand.

In order to reduce wastewater treatment facilities maintenance and capital improvement costs, the District completes most repairs in house and provides qualified staff for maintenance purposes. The maintenance crew takes care of most problems without having to seek outside assistance.

Reserve Funds

The District maintains reserve funds necessary to uphold credit worthiness and provide funding for infrastructure replacement, economic uncertainty, revenue loss, natural disasters, debt, cash flow requirements and to comply with unfunded mandates. Use of these reserve funds is procedural and closely monitored to ensure funds are use appropriately.

The District possessed reserve funds of \$222,000 as of December 2021. When a new board was elected, the former General Manager (GM) threatened litigation, then quit. One hour before the new board was sworn in, the former board granted the GM a \$192,000 amount of public funds "to settle the matter." The new board demanded the funds back. When the funds were not returned voluntarily, the District filed a civil complaint against the GM. The GM defaulted and the District is currently awaiting the determination of the amount of the award.

Per Capita Costs:

For the fiscal year of 2023-24, the District's total costs for wastewater services are projected to be \$2,544,109.18.

The current estimated population in Desert Shores and Salton City is approximately 6,283 persons. Using the current population of 6,283, wastewater services costs equate to \$404.92 per resident. This data was calculated by dividing the annual budget for wastewater services by the existing population:

$$\text{\$2,544,109.18 costs} / \text{6,283 population} = \text{\$404.92 per capita per year}$$

Future Funding Costs:

A cost estimate for future wastewater facilities is provided in the table below. These estimates were calculated by utilizing the existing per capita costs to determine future costs based on population projections.

Year	Projected Population	Costs for Wastewater Services
2023	6,302	\$2,544,109.18
2025	6,314	\$2,556,858.39
2030	6,346	\$2,569,668.27
2035	6,378	\$2,582,542.34
2040	6,410	\$2,595,480.90

Future Funding Sources:

The fee structure will need to be reviewed annually and during proposed annexations to ensure that there is sufficient funding to provide wastewater service to new developments. The rate increases outlined in the Salton Community Services District Sewer Rate Study should ensure that the District has sufficient funds to provide for sewer operations over the next five years and beyond.

The District retained the services of the Rural Community Assistance Corporation (RCAC) to finalize the Wastewater Rate Study to evaluate the existing needs and future needs of the sewer system, both on an infrastructure level and financial level. With greater income from the adopted sewer rate fee, the District became better equipped to perform necessary repairs, developments and expansions of the sewer and treatment systems.

The PER was finalized in September 2023 upon the District's determination of the Selected Construction Project. With an improved financial outlook stemming from the increase in user fees, the District was also empowered to begin the process of applying for grants to fund the preferred capital improvements.

The Clean Water State Revolving Fund (CWSRF) is a federal-state partnership program designed to provide financial assistance for clean water infrastructure projects. It offers low-interest loans and grants to eligible entities like the SCSD, with the goal of improving water quality and environmental protection.

RCAC provided staff time, expertise and technical assistance to research and write grant applications on behalf of the District. The application provided a detailed project proposal, outlining the scope, objectives, and expected outcomes of the wastewater system project. The grant application also outlined how the District intends to manage and maintain the project after completion. This may include budget projections, rate increase plans, and strategies for covering ongoing operational costs.

RCAC ensured that the grant application adhere to all program requirements and guidelines set forth by CWSRF. Through collaboration between relevant agencies, stakeholders and the District, the grant application submitted may secure necessary funding to advance the Selected Construction Project.

Mitigation

Upon completion of the Rate Study, finalization of the PER and adoption of the Prop 218 rate increase, the District was given the opportunity to demonstrate their ability to continue providing wastewater services through the Municipal Services Review. This involves the preparation of the Service Area Plan (SAP), which also includes mitigation strategies to prevent future violations and ensure compliance with federal, state, and local standards.

To provide adequate service to its wastewater customers as development continues within its boundaries and within the Sphere of Influence, the District should implement the following measures:

- Continue to periodically review the wastewater rate and financing structure to ensure adequate funding for the implementation of new projects and the maintenance of existing facilities. The Salton Community Services District Wastewater Rate Study recommended an increase in sewer rates of 30 percent in June 2024 and incremental increases of 4 percent in the subsequent four years to ensure the system is financially viable. This study was updated in January 2023. Per Prop 218 requirements, the user rate increases were brought to the community for a vote in July 2023 and were ultimately adopted by the District.
- Establish District goals in terms of Biological Oxygen Demand (BOD) and total suspended solids (TSS) levels and continue to monitor activities at all three Wastewater Facilities. Implement best management practices (BMPs) for wastewater treatment to minimize pollutants and protect water quality.
- Prior to the recordation of a Final Map for a development project proposed within the District Sphere of Influence, the District shall require a development agreement enforced by the County Land Use Ordinance, indicating that adequate wastewater service would be available to the completed project.

- To meet the wastewater treatment needs of the existing population in Salton City, the District will construct an expandable ponding system per the design and specification requirements of a qualified engineering firm. Phase 1 for expanding the wastewater treatment needs include updating the TRC facility to a rated capacity of 1 MGD and Phase 2 would expand capacity to 3 MGD to accommodate future District demand.
- Implement a robust monitoring and reporting system complying with LAFCO guidelines to track the progress and effectiveness of mitigation measures. Regularly communicate findings and updates to the public and relevant authorities based on the requirements set forth in LAFCO's Staff Report for the District. Adhere to all direction from LAFCO throughout probationary status.
- Release bid packages and secure construction contracts to proceed with the selected alternative. Obtain necessary permits and provide required notifications to agencies to receive authorization for completing the improvements.
- Conduct biological and cultural resource studies to address the federal crosscutter requirements of the federal Clean Water State Revolving Funding program.
- With the assistance from RCAC, develop a Clean Water State Revolving Fund (CWSRF) Planning Application to fund the Selected Construction Project and promptly execute the bidder selection process to complete the improvements.
- Prepare detailed system maps of the sewer system, drainage basins, hydraulic models, or record drawings (as-builts) as required as part of the Sewer System Management Plan (SSMP) mandated by the Regional Water Quality Control Board.
- Apply for a separate planning grant through the State Water Resources Control Board to evaluate the capacities of the WWTFs.

3.3 FIRE FACILITIES

Introduction

As of November 2019, the District no longer provides fire protection/emergency medical services to the Service Area. In May 2019, the District Board voted to authorize an election for a Special Tax for Fire Protection Services. The election for the Fire Protection Parcel Tax did not pass with the required 2/3 vote. The District Fire Department resigned from their positions without a transition plan in place to continue fire protections in the Service Area.

In 2020, the Board motioned for the former General Manager to negotiate fire coverage for the District Service Area. However, LAFCO was not notified of the change in provision of services and County negotiations were never settled. The County of Imperial took action and stepped in to continue Fire Protection services for District residents. Currently, all fire personnel are staffed by the County of Imperial Fire Department.

Imperial County Fire Station #9 is located at the Imperial County Road District #3 Satellite Road Yard at 2256 West Cleveland Ave. Salton City, CA 92275. The County currently uses a mobile home structure for personnel and utilizes the yard to hold emergency vehicles.

Performance Standard

The District's authority to provide Fire Protection services has not yet been formally removed by LAFCO, however the County is currently providing those services to the residents in the unincorporated Service Area. County Fire Protection standards are currently being used as a substitute until the determination of long-term Fire Protection Service plans for the area are set in place. Historically, a goal of the staff was to make it to the emergency site within eight minutes of receiving notice. Another goal of the staff is a three-minute "out the door" response time. Therefore, the performance standard necessary to maintain the current level of service shall not exceed the eight-minute station to site response time, as well as the three-minute out the door time.

The District does not maintain performance standards for square footage of their facilities. Therefore, a future performance standard can be determined based on existing facility square footage and the existing population at the time of the preparation of the Service Area Plan. The total square footage of the Fire Station is approximately 1,850 square feet. Therefore, the performance standard for fire facilities for the District is 293 square feet per 1,000 population. In the previously drafted 2006 SAP, the performance standard was based off of two fire facilities totaling 3,800 square feet, with a performance standard of 690 square feet per 1,000 population.

Similarly, although the District does not maintain a personnel standard for fire services, the adequacy of the existing staff suggests that a metric for staffing of 2.17 staff persons per 1,000 population is suitable.

Facility Planning and Adequacy Analysis

The District no longer provides fire protection/emergency medical services to the Service Area. As stated above, all fire personnel are currently staffed by the County of Imperial Fire Department. In addition to responding to fire related emergencies, the fire department responds to traffic collisions as well as medical emergencies to bridge the time gap until an ambulance/EMT arrives. The American Medical Response (AMR) Ambulance Service currently provides ambulatory services and operates out of the fire station in Salton City.

Inventory of Existing Facilities:

The District formerly operated one fire station located at 1520 Nile Drive in Salton City. The Station comprised approximately 1,850 square feet and included the following equipment:

- Two (2) fire trucks – One (1) given to the County and one (1) currently inoperable for emergency services
- One (1) ambulance (owned and operated by AMR)
- Two (2) defibrillators (one located at the District office, and the second one at the shop)

Imperial County Fire Station #9 is currently overseeing fire protection and emergency medical services to the District Service Area. The facility uses a mobile home structure for personnel and is located at the Imperial County Road District #3 Satellite Road Yard at 2256 West Cleveland Ave. Salton City, CA 92275. In 2022, the District formally transferred ownership of a fire engine to the County, which is now utilized for emergency response and is stored in the station yard. Firefighter staffing is provided by the Imperial County Fire Department. Fire staff are available seven days a week to respond to emergencies.

Adequacy of Existing Facilities:

The fire staff have a response time goal of eight minutes. However, meeting this response time goal is a challenge when servicing communities such as Vista Del Mar and other calls originating far from the station. Additionally, since the District's volunteer fire staff has been disbanded and firefighter staff are from the Imperial County Fire Department, there have been concerns over delayed response times due to the complex geography of the District and having the District served by non-local responders.

Future Demand for Facilities:

As the District continues to grow, so does the need for fire services and facilities. There is a present need for training County staff to achieve the response time goal of eight minutes to the site. Given the large service area covered by the District, the need for training to achieve adequate response times will only increase as growth occurs and presents additional demands for fire services. With a population expected to reach 6,410 by the year 2040, additional fire facilities and personnel will be needed to serve the future residents of the District. In order to meet this future demand, an additional 28 square feet of fire facilities and 14 personnel total will be needed.

Opportunities for Shared Facilities:

The District no longer provides fire protection/emergency medical services to the Service Area. The District's authority to provide fire services has not yet been relinquished by LAFCO, however services have been taken over by the County. The District formally transferred a fire engine to the County to support their fire protection services for the Service Area. The District still owns the former fire station and protective equipment, which could be transferred to the County in the future.

Phasing:

The District no longer provides fire protection/emergency medical services to the Service Area. However, the following table provides an estimate of the phased demand associated with incremental growth within the planning horizon using the updated standard of providing 293 square feet of facility space per 1,000 population and 2.17 personnel per 1,000 population.

Year	Population	Personnel Demand	Square Footage Demand
2020	6,283	14	1,841
2025	6,314	14	1,850
2030	6,346	14	1,859
2035	6,378	14	1,869
2040	6,410	14	1,878

Funding

The District fire department personnel resigned from their positions upon the rejection of the Fire Protection Parcel Tax. This made the District lose authority to provide Fire Protection services to the County due to not having enough funding to operate and maintain the fire department. Imperial County began providing fire protection services to the Service Area in November 2019. To this date (2023), Imperial County has not scheduled or reached out to the District regarding payment toward fire protection services they are providing.

Mitigation

To provide adequate fire protection services as development continues within District boundaries and within the Sphere of Influence, the District should implement the following measures:

- Support the County's fire protection services through negotiations and agreements to provide fire protection and emergency response services to the service area
- Facilitate shared use of facilities, vehicles, and protective equipment with the County

3.4 PARK AND RECREATIONAL FACILITIES

Introduction

The Salton Community Services District welcomes and encourages community groups and individuals to use parks and recreation facilities in the District. Certain parks and facility space may be reserved for various functions, provided that such use does not conflict with regularly scheduled District programs.

Performance Standard

Objective 8.2 of the Imperial County General Plan is to ensure that new developments provide improvements to meet the added demand for parks and recreational facilities. While no objectives or performance standards have been formally adopted by the District for park facilities, Imperial County General Plan's established recreation objective applies to the intent of the District, described below.

In order to assure consistency with Objective 8.2 and the goals of the District, when new residential developments are approved, developers are required to dedicate Open Space land such as parks to the District at a ratio of five acres per 1,000 projected residents, or pay a park impact fee to the District to help fund the maintenance of current parks and the expansion of the park system. This ensures a designated ratio of parks per population within a community and the adequacy of existing parks. This ratio is generally consistent with designated Urban Areas throughout Imperial County and meets state requirements.

$$6,283 \text{ Existing Population} \times 5 \text{ Acres} / 1,000 \text{ Population} = \mathbf{31 \text{ Acres}}$$

Facility Planning and Adequacy Analysis

Inventory of Existing Facilities:

The District maintains two constructed park facilities, the Salton City Community Park (10.5 acres) and the Desert Shores Soccer Park (4.59 acres). The opportunity exists for additional park development within the District on a total of 102.37 undeveloped acres, which brings the total possible combined park acreage within the District (including developed and undeveloped acreage) to 117.46 acres. The list of parks and possible park acres is as follows:

Park Acreage Owned by the District:

Salton City Community Park = 10.5 acres

Desert Shores Soccer Park = 4.59 acres

Undeveloped (possible) park/open space properties = 102.37

Total = 15.09 acres of developed park facilities and 117.46 acres of possible park space

At the time, this SAP has been amended, there are two designated Public Works employees responsible for maintaining the two public parks. The employee(s) are responsible for collecting any recreational fees, mowing the lawns, and providing general oversight over all the parks.

There are a number of privately owned and operated recreational activities and areas within the District as well, and these are discussed below.

Salton City Community Park

The Salton City Community Park is located in Salton City about one mile from the District administrative offices at the northwest corner of Harbor Drive and Iridescent Avenue. The picnic/activities area is open year-round. This area includes a basketball court, a covered patio area, picnic tables, barbeque stands, public restrooms, and playground equipment.



Photo of park entrance at Harbor Dr and Iridescent Ave

Desert Shores Soccer Park

The Desert Shores Soccer Park is located in the Community of Desert Shores. It covers nearly five acres and includes a baseball field, basketball courts, and playground equipment. The park has ample parking and includes public restrooms. A soccer field will be constructed at the park in 2023-2024.



Desert Shores Community Park

Additional Recreation Resources:

West Shores RV Park and Storage: The West Shores RV Park and Storage is located at the north end of Sea Garden Avenue, just east of North Marina Drive. Features 108 spaces with FHU, 30 Dry camp sites with full 30/50-amp hookup sites.

Ocotillo Wells State OHV Recreation Area: Located off State Route 22 approximately 85,000 acres of magnificent desert are open for off-highway exploration and recreation.

Adequacy of Existing Facilities:

Applying the performance standard of five acres per 1,000 residents to the estimated District population of 6,283, the District should include a minimum of 31 acres of parkland. The current park acreage of 16.91 acres falls below this standard.

$$6,283 \text{ Existing Population} \times (5 \text{ acres} / 1,000 \text{ Population}) = \mathbf{31 \text{ acres}}$$

$$15.09 \text{ acres of developed park facilities} - 31 \text{ acres of current demand} = \mathbf{15.91\text{-acre deficit}}$$

Future Demand for Park and Recreation Facilities Staff:

Based on the 2040 population projection of 6,410, the District will need 32 acres of recreational open space in order to be consistent with the performance standard objective. This indicates that the District will have a deficit of parkland by the year 2040. This figure was determined as follows:

$$5 \text{ Acres}/1,000 \text{ Population} \times 6,410 \text{ Population} = \mathbf{32 \text{ acres of future demand}}$$

$$15.09 \text{ acres of developed park facilities} - 32 \text{ acres of future demand} = \mathbf{16.91\text{-acre deficit}}$$

Opportunities for Shared Facilities:

It is common for municipalities to share recreational facilities with school districts, making school related fields and playgrounds accessible to the public. At the time this SAP was published, the District has not investigated resource sharing with the Coachella Valley Unified School District.

Phasing:

To enhance the District's park facilities, the District will perform a landscape redevelopment project for Salton City Community Park, to assist in dust depression and air pollution controls. This project will be designed and completed by June 2024.

In addition, the District will perform a phased redevelopment of Desert Shores Community Park to provide an open green space for residents to enjoy known as Desert Shores Soccer Park. The District is performing landscape and irrigation installation, in addition to other facilities to support the upcoming development.

The District will coordinate with the Imperial County Air Pollution Control District (ICAPCD) to perform incremental improvement projects in Desert Shores Community Park. Upon completion of each phase of the project, the District will engage ICAPCD to perform inspection and review of the redevelopment, to ensure compliance with funding requirements.

Additional parks will gradually be required in order to continue to meet the adopted standard as the District's population grows. Based on the standard of providing 5.0 acres of park land per 1,000 population, the following table represents the demand for parkland acreage for the next 20 years in five-year increments. As the table shows, the District currently has enough park land to accommodate projected population growth through the year 2040.

Year	Projected Population	Park Acreage Required
2020	6,283	31
2025	6,314	32
2030	6,346	32
2035	6,378	32
2040	6,410	32

Funding

Parks and Recreation funding comes from the General Fund, California State Parks Grants, and interest on these grants. It is recommended the District investigate the process of relinquishing all responsibilities for Parks and Recreation to the County of Imperial due to lack of reliable and reoccurring funding sources.

Per Capita Costs:

The District's expenditures on parks in the 2022-2023 fiscal year totaled \$84,709.26. Projected expenditures on parks for 2023-2024 show an increase in expenditures, primarily associated with park improvement expenses \$273,176.72 (Desert Shores) and \$177,952.00 (Salton City) for the year, compared to 2021-2022 \$ 356.35 (Desert Shores) and \$392.64 (Salton City). However, park improvement expenses for parks are projected to decrease after completion of both park grant projects.

Using the 2020 population of 6,283 residents in the District, park and recreation services costs are \$13.48 per resident. This data was calculated by dividing the actual parks and/ recreation expenses from 2022-2023 by the existing population.

$$\$84,709.26 \text{ cost} / 6,283 \text{ residents} = \mathbf{\$13.48 \text{ per capita}}$$

Future Funding Costs:

It is recommended the District start the process of relinquishing all responsibilities for Parks and Recreation to the County of Imperial due to lack of reliable and reoccurring funding sources. If the District does continue to manage Parks and Recreation, it is essential that the District require developers of new residential developments to dedicate parkland and/or pay development impact fees for the improvement and expansion of existing park and recreational facilities in accordance with applicable State statutes. It would also be critical that the District develop and implement a long-term maintenance and improvement plan for all park and recreational facilities within the District.

Awarded Grants

The District has received two grants in support of Parks and Recreation projects in the Service Area. The State of California Department of Parks and Recreation, in accordance with the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018, awarded the District with a \$177,952 grant to support the redevelopment and restoration of the Salton City Community Park.

The District will use the grant funds to restore the Salton City Community Park by contracting landscape architects and engineers to assist in the design and redevelopment of the landscaping. Landscape architects will conceptualize an updated site plan which will implement dust control measures to assist with dust pollution challenges faced by community residents. The District will meet the project performance period to have the project designed and completed by June 2024. As of November 2022, the District Board approved to direct staff to commence applications to begin the improvements to the Salton City Park for Landscaping grant funding.

The District also received a funding project grant from the Imperial County Air Pollution Control District (ICAPCD) as part of the Clean Air Trust Fund. In order to reduce particulate matter (PM₁₀), ICAPCD awarded a \$200,000 grant to the District to install 33,000 square feet of real grass in Desert Shores Community Park. The Funding Agreement states that the project must be funded and fully executed by the District prior to review, inspection, and reimbursement by ICAPCD.

The District intends to adopt a phased approach to completing the green space project, through incremental contributions by the District to perform the work, until ICAPCD performs their inspection and approves the reimbursement. This is the most feasible and cost-effective approach for the District to leverage the total amount of funds while maintaining necessary reserves and ensuring the work is completed to the standard of ICAPCD.

As of September 2022, the District Board authorized to proceed with the preparation of the contract documents and bidding of the Desert Shores Community Park Project and gave direction to staff for use of real grass under the Clean Air Trust Fund Grant.

Mitigation

In order for the District to provide to its residents' adequate park land that is efficiently managed and maintained as growth continues within the District, the following measures should be implemented:

- Leverage State and County grants to perform capital improvement projects in the Salton City Community Park and Desert Shores Community Park. Ensure compliance with grant funding requirements and meet the standards necessary for expenditures and reimbursements.
- Implement reliable and reoccurring funding sources to finance park and recreational facilities. If budget cannot be made available, it is recommended the District relinquish its rights to service parks and recreation to the County.
- Require developers of new residential developments to dedicate parkland and/or pay development impact fees for the improvement and expansion of existing park and recreational facilities.
- Develop a maintenance and improvement plan for all park and recreational facilities within the District taking into consideration the results of the questionnaire distributed by the Community Recreation Complex Commission.

3.5 SANITATION AND SOLID WASTE DISPOSAL

Introduction

The District maintains an agreement with Burrtec for the collection and disposal of all commercial, residential, industrial, and construction refuse within the jurisdictional boundaries of the District. Every year, the District and Burrtec renew a ten-year contract. District and Burrtec participate in a ten-year agreement which is reassessed every year to determine rates based on operating costs and participating users. The exclusive franchise agreement for solid waste and recycling services between Burrtec and the District became effective in September of 2009 and was amended in December of 2019.

Performance Standard

The California Integrated Waste Management Board (IWMB) is the designated State agency to oversee and manage California's waste resources generated each year. The Imperial County Integrated Waste Management Board is tasked with ensuring the proper disposal of solid waste within the District. The IWMB sets a waste diversion rate goal of 50 percent, which means Imperial County must divert 50 percent of the waste generated within its jurisdiction. Special Districts are not held individually responsible for this goal but do contribute to the overall ratio of solid waste diversion in the County of Imperial.

The IWMB typically requires a 15-year planning capacity for landfills that do not have diversion plans in place. District residents may independently dispose of solid waste at the Salton City Landfill, which has a closure date in excess of 50 years. Burrtec disposes District waste at the Imperial County Landfill located in Salton City.

Facility Planning and Adequacy Analysis

An agreement exists between Burrtec and the District for the collection and disposal of all commercial, residential, industrial, and construction refuse within the jurisdictional boundaries of the District (see Appendix A). Burrtec provides all labor, material, and equipment necessary for the collection and disposal of all refuse within the District, as well as the collection and payment of these services. Burrtec, or delegated agents, also collects and removes all rubbish, waste material,



Sign for the Salton City Landfill. Photo from Jay Calderon, August 2014

construction material, hazardous waste and rubble as outlined and defined in the service agreement. Per District approval, Burrtec may collect and dispose of dirt, sod, rock, or other bulky heavy objects for an additional service charge. All commercial waste must be collected in bins at locations approved by the District and that provide clear access.

Burrtec has an established route and schedule for collection of refuse and provides each individual a collection schedule, including alternative days for holidays. All operations are conducted in the least obstructive means possible. Burrtec disposes District waste at the Imperial County Landfill located in Salton City.

All residents of Imperial County, inclusive of all District residents, can independently dispose of solid waste at the Salton City Landfill, which is a Class III landfill. The Salton City Landfill is permitted for up to 6,000 tons per day and/or 498 vehicles and is open on Saturdays from 7am to 4pm. Disposal of hazardous wastes is not permitted. Since 1994, the burying of any metal with recyclable value has been prohibited. A bin exists on site for white goods such as refrigerators, stoves, etc. for transport elsewhere.

Inventory of Existing Facilities:

The District's contract with Burrtec ensures the adequacy of solid waste disposal facilities and services. This includes provision for bins, trucks, and associated equipment as well as adequate collection and disposal capacity. Residents of the District may opt to dispose of solid waste at the Salton City Landfill, which is located seven miles west of Highway 86, south of Salton City.



Photo of a Burrtec Vehicle

Adequacy of Existing Facilities:

The commercial bins maintained by Burrtec are in a satisfactory condition as guaranteed per the solid waste contract. All collection trucks are in good mechanical condition and washed once each week per the contract as well. All trucks are watertight and leak-proof with adequate coverings to prevent refuse spillage. As stated above, the contract with Burrtec ensures the adequacy of solid waste disposal facilities and services.

The Salton City Landfill, which is primarily used by residents that do not subscribe to services via Burrtec, has capacity in excess of 50 years. The site is approximately 300 acres, of which only seven acres are currently disturbed. The site continues to have adequate capacity to meet the needs of District residents.

Future Demand for Facilities:

As the District continues to grow, so does the need for solid waste disposal services and facilities. The ten-year franchise agreement for Solid Waste and Recycling Services with Burrtec was amended as of December 2019 to include collection services for residents on the Imperial County Tax Roll.

The Salton City Landfill has a closure date in excess of 50 years. This site will continue to suffice for District needs now and into the future.

Opportunities for Shared Facilities:

The District has a contract with Burrtec for solid waste disposal services.

Phasing:

The District has no phasing plans for sanitation/solid waste services. As growth continues within the District, solid waste services will continue to be reviewed to ensure that they are keeping pace with the performance standard projections and that they are generally adequate to serve the population. A study of the long-term implications of mandatory trash collection pick-up and the implication of in-house trash collection would be useful to provide concrete phasing plans for future facilities development.

Funding

Burrtec performs all residential, commercial, industrial, construction, and roll-off billing per the conditions of the solid waste agreement signed by the District. To assist with the collection of funds, Burrtec and the District agreed to place all District Residents on the Imperial County Tax Roll for Solid Waste and Recycling Services, with the option to “opt-out” for direct billing or perform their own Self-Hauling. Direct costs billed to end users at rates determined by Burrtec. Each year, rates are assessed by Burrtec based on operating costs and are defined in the annual renewal agreement negotiated by the District. The District takes 5% of the annual revenue for administering the solid waste services.

Future Funding Costs:

Refuse collection rates are pre-determined in the contract between Burrtec and the District. Rate increases may only be made by a resolution passed by the Board of Directors of the District. As stated in the contract, commencing on the anniversary date of the agreement, the rates set forth shall be adjusted upward or downward to reflect changes in the cost of doing business, as measured by fluctuations in the consumer price index (CPI). In addition, Burrtec may petition the District with written requests for rate adjustments on the basis of changes in the cost of doing business, such as labor, fuel, insurance, etc. All costs are subject to change upon contract expiration. The land use fee on property taxes will continue to be used as a funding source for operation of the Salton City landfill.

4. FINANCING

Introduction

This section of the Service Area Plan (SAP) discusses various financing mechanisms available to the District. It also describes how each existing facility is currently financed and how future financial demands for these facilities can be satisfied. This section also discusses recommended finance plans and available financing options.

In 1996, Proposition 218, a Constitutional amendment, was enacted. Prop 218 clearly defined general taxes and special taxes and set guidelines on the issuance, use, and implementation of taxes, fees, and charges. Proposition 218 applies to local governments in California, including Special Districts. General taxes must be approved by a majority of voters before they can be imposed, extended, or increased. Special taxes require an approval by a two-thirds vote of voters.

Financing Opportunities and Constraints

The following list presents sources of revenue that are currently utilized by the Salton Community Services District to accumulate funds necessary to develop and operate the various facilities and services discussed within the Service Area Plan.

A. General Taxes

General taxes generate revenue that is deposited in a District's General Fund and can be used to support various improvements and services including general government operations, development services, public safety services, and community services. These revenues can also be used to construct public facilities. Per Proposition 13 (1978) the District General Fund earns one-half of 1 percent of the property taxes collected by the County of Imperial. The District General Fund is maintained via taxes, fees, and interest on accounts. The District essentially resembles an enterprise district in which the residents are charged a fee for services used, and the fees provide the funding reflected in the General Fund. The District is not as reliant on general taxes for day-to-day operations as it is on service fees; however, with some growth anticipated within the District over the next 20 years, the District may need to obtain additional sources of funding for its operations.

B. Local Bond Issues

The District can issue general obligation (GO) bonds to finance the acquisition and construction of public capital facilities and real property. These bonds cannot be used for operations and maintenance or to purchase equipment. GO bond measures must be approved by two-thirds of the jurisdiction's voters.

C. Development Impact Fees

Development Impact Fees can be a significant funding source to finance large scale public facilities and services. These fees are intended to ensure that new development pays its proportional share of costs for public facilities and services based on the impacts created by the new development. In concept, the District charges the development community a series of fees, which provide the source of income to pay for capital projects and services. When enough cash has been assembled, the District constructs capital facility projects in order of priority. Development Impact Fees can be used for the following public facilities:

- Fire Protection
- Streetlights
- Sewer Services
- General Facilities
- Open Space Acquisition
- Park Land & Facilities

D. Developer / Builder Contribution

Many of the sewer, fire, park, solid waste services, and administrative improvements required as a result of new development can be directly funded and constructed by the developer and/or builder(s) through private funding sources. Facilities earmarked for developer / builder funding are typically those which normally would have been imposed as a condition of approval of a tentative map under the existing development review process.

E. User Fees

User fees are usually authorized by statute for specific uses and are typically required for monthly services. The fees are used as a revenue source to maintain the systems in proper operating condition and for the construction of facilities needed to meet demand.

F. Special Assessments

Districts can charge benefit assessments to pay for public works such as sewers and parks. Property owners pay benefit assessment only for the projects or services that directly benefit their property. The amount of the assessment must be directly related to the benefit received. As a result, a Community Services District may be broken into zones, which only pay for those facilities and services that provide a benefit to that zone. Proposition 218 (1996) required local governments, including Districts, to get weighted ballot approval from property owners before they can create assessment districts and levy benefit assessments.

G. Fire Suppression Assessment Act (Government Code Section 500078 et seq.)

Under this act, a special district is allowed to levy assessments on specific parcels or zones for the provision of fire suppression services. A fire suppression assessment does not require the formation of an assessment district but requires the adoption of an ordinance or resolution in which the parcels or zones subject to the assessment must be identified. In addition, all requirements of Proposition 218 must be met when imposing a fire suppression assessment.

H. Community Facilities District

A Community Facilities District (CFD), not to be confused with a Community Services District, falls under the 1982 Mello-Roos Community Facilities Act. This Act allows a CFD to be established by cities, counties, special districts, and school districts to fund a variety of facilities and services. Note that the boundaries of a CFD are not required to be contiguous to any other jurisdiction, as they are for a CSD. In order for a CFD to be formed, a public hearing must occur, and an election (with a two-thirds affirmative vote) be held to authorize the specified tax levy. The special tax levy (Mello-Roos tax) is used to either provide direct funding or pay off bonds. The facilities being funded are not required to be physically located within the boundaries of the CFD.

I. Federal Funding

Various government programs are available at the State and Federal levels to assist local jurisdictions in financing public facilities and services. Most funding sources at the State level require an application requesting assistance and specify the projects or purposes for which the funds can be used. Financial assistance from the state can include grants, low interest loans and matching funds. At the Federal level financial assistance includes grants and federal matching funds for state run assistance programs. State and Federal funding sources include the following:

Community Development Block Grants (CDBG)

CDBG funds must be used within a broad functional area, such as community development. These Federal funds are distributed to local governments through a local clearinghouse. The allocation amount is based on a formula.

Fixing America's Surface Transportation (FAST) Act

Under this act, Federal funding is available for street and road improvements and repairs.

USDA Water and Waste Disposal Loans and Grants

Rural municipalities with a population of 10,000 or less are eligible for Water and Waste Disposal Loans and Grants from the USDA. These loans are for the purpose of developing water and waste disposal systems in rural areas. Funds may be used to finance the acquisition, construction, or improvement of drinking water sourcing, treatment, storage, and distribution; sewer collection, transmission, treatment, and disposal; solid waste collection, disposal, and closure; and storm water collection, transmission, and disposal. In some cases, funding may also be available for related activities such as legal and engineering fees; land acquisition, water, and land rights, permits and equipment; start-up operations and maintenance; interest incurred during construction; and the purchase of facilities to improve service or prevent loss of service. A 40-year maximum repayment period has been set for the loans.

Economic Development Administration (EDA) – Public Works Program

EDA's Public Works program helps distressed communities revitalize, expand, and upgrade their physical infrastructure. This program enables communities to attract new industry; encourage business expansion; diversify local economies; and generate or retain long-term, private-sector jobs and investment through the acquisition or development of land and infrastructure improvements needed for the successful establishment or expansion of industrial or commercial enterprises. Through the program, EDA invests in traditional public works projects, including water and sewer systems improvements, industrial parks, business incubator facilities, expansion of port and harbor facilities, skill-training facilities, and brownfields development.

Environmental Protection Agency

The Environmental Protection Agency makes low interest loans to communities to assist in the construction of new or upgraded water and wastewater treatment facilities, through the Water Infrastructure Finance and Innovation Act of 2014 (WIFIA).

J. State Funding

California Infrastructure and Economic Development Bank

This agency of the State of California offers a range of funding sources, including:

Clean Water State Revolving Fund (CWSRF)

The State Water Resources Control Board (SWRCB) is responsible for managing the state's water resources and implementing programs to ensure the availability and quality of water for California residents. One of the funding sources administered by the SWRCB is the Clean Water State Revolving Fund (CWSRF). The CWSRF provides low-interest loans and grants to

assist communities in financing the planning, design, and construction of wastewater treatment and water quality improvement projects.

The availability of CWSRF funding can significantly benefit the District in implementing mitigation measures and wastewater facility upgrades outlined in the Service Area Plan (SAP). This funding source can help finance critical infrastructure upgrades and mitigation measures outlined in the SAP, contributing to the District's long-term sustainability and compliance with regulatory requirements. Access to CWSRF funding can also enable the development of higher capacity wastewater treatment facilities, which can, in turn, accommodate population growth and expanding service areas.

The application process for CWSRF grants can be highly competitive and the availability of funds may be limited. While CWSRF loans offer favorable terms, they are still loans that need to be repaid and compliance with regulatory requirements is necessary to maximize the benefits of CWSRF funding. The District must plan for the long-term financial commitment associated with loan repayment. The CWSRF application review and approval process can be time-consuming, which may delay project implementation.

Infrastructure State Revolving Fund

Special districts in California may obtain loans for a range of infrastructure, including:

- City streets
- County highways
- State highways
- Drainage, water supply and flood control
- Educational, cultural, and social facilities
- Environmental mitigation measures
- Goods movement-related infrastructure
- Parks and recreational facilities
- Public transit
- Sewage collection and treatment
- Solid waste collection and disposal
- Water treatment and distribution
- Public safety facilities

Eligible costs covered by the Infrastructure State Revolving Fund include:

- All or any part of the cost of construction, renovation, and acquisition of all lands, structures, and real or personal property
- Rights, rights of way, franchises, licenses, easements, and interests acquired or used for a project

- The cost of demolishing or removing any buildings or structures
- Cost of machinery and equipment
- Other expenses necessary for a project
- The soft costs associated with a project (including architectural, engineering, legal, and related costs)
- Interest prior to, during, and for a period after, completion of construction, renovation, or acquisition, as determined by the Infrastructure Bank
- Reserves for principal and interest and for extensions, enlargements, additions, replacements, renovations, and improvements

CLEEN Program: California Lending for Energy and Environmental Needs

The CLEEN Center provides direct public financing to help meet the goals of the State of California for greenhouse gas reduction, water conservation and environmental preservation. The CLEEN Center offers the Statewide Energy Efficiency Program (SWEET) and the Light Emitting Diode Street Lighting Program (LED). Financing through these programs can be made through direct loans with the Infrastructure State Revolving Fund in amounts from \$500,000 to \$30 million.

Eligible SWEET projects could include:

- Advanced metering systems to support conversion of master-meter buildings to sub-metering
- Data center, information technology, and communications energy efficiency
- Energy management and/or control systems, including continuous commissioning
- Demand response programs
- Water conservation, wastewater management, pipeline, mining / extraction and similar end-use processes, facilities, buildings, and infrastructure
- Lighting and control systems
- Heating, ventilation, and air conditioning systems (HVAC)
- Building envelope improvements
- Occupant plug load management systems
- Other electrical load reduction
- Thermal and electric energy storage

The LED program helps to fund the installation of LED streetlights as another energy efficiency strategy for the State of California.

Public Agency Revenue Bonds (PARBs)

The California Infrastructure and Economic Development Bank provides bond financing to expand various programs of specific local government agencies for qualified purposes

including the construction of transportation and transit facilities, water and wastewater systems, power generation and transmission systems, sewer systems, and related facilities.

Transformative Climate Communities

This Transformative Climate Communities (TCC) Program funds community-led development and infrastructure projects that achieve major environmental, health, and economic benefits in the state's most disadvantaged communities. The TCC is funded by California's Cap-and-Trade Program, and eligible programs must reduce greenhouse gas emissions significantly over time, leverage additional funding sources, and provide additional health, environmental, and economic benefits. Examples of eligible projects include, but are not limited to, the following:

- Bicycle and car share programs
- Water-energy efficiency installations
- Urban greening projects
- Bicycle and pedestrian facilities
- Health and well-being projects

The monitoring and reporting of TCC projects is conducted using a quantification methodology certified by the California Air Resources Board.

Urban Greening Program

This program provides grant funding to disadvantaged communities for projects designed to reduce greenhouse gas emissions. Eligible projects acquire, create, enhance, or expand community parks and green spaces, and/ or use natural systems (or systems that mimic natural systems) to achieve multiple benefits.

K. Lease Financing

Instead of purchasing or issuing bonds, agencies can enter into a lease agreement to acquire and dispose of property. Generally, one or two types of lease agreements is entered. The first type is a "lease-purchase" agreement, where an agency leases a facility while purchasing it. The second type is a "sale-leaseback" agreement, where a facility is sold to a lessor by an agency, which immediately leases the facility back to the agency. Leases are designed to be tax-exempt investments and a properly constructed lease is not considered a public debt. Lease financing requires finding an investor or group of investors to invest in the return from the agency's lease payments.

Certificates of Participation

Certificates of participation (COPs) have become a popular financing method for cities, counties, school districts, and other public entities. They offer officials a way to obtain funding to build capital improvement projects without having to obtain a vote of the public,

while complying with California debt limitation laws. All certificates of participation are structured so that the ownership of the project being financed is vested in a third-party entity that then leases the project back to the District, thus providing the District the use of the project in return for lease payments from its general fund. The third-party entity assigns the lease payments on the project to a trustee, who then remits the lease payments to investors in the COPs. The COPs are ultimately sold to investors.

If projects are too small to attract investors or to be feasible for lease financing, local agencies can pool COPs. Pooling COPs allows agencies to minimize the costs of initiating and issuing a COP and may reduce the interest required to be paid on the lease. Entities involved with a pooled COP must form a Joint Powers Authority to oversee the pooled COP.

L. Channel Maintenance Fund

Channel Maintenance services were historically provided by the District and included in past Service Area Plans, prior to 2006. All Channel Maintenance Funds that were held by the District were released to three (3) POA's that oversee the channels, the POA's are as follows; Riviera Keys Property Owners Association, Bahia Del Mar Estates Property Owner's Association, and Pelican Island Property Owner's Association. The District plans to renew the Channel Maintenance Fund next fiscal year (2023-2024) to aid with an upcoming project in Desert Shores. The Channel Maintenance Fund is a self-financed program which should be fully funded by user fees. The District's self-financed programs are to be fully funded by the user fees including overhead, equipment replacement, debt financing, transfers to reserves and capital expenditures.

Facility Financing

The following list presents sources of revenue that are currently utilized by the Salton Community Services District to accumulate finances necessary to develop and operate the various facilities and services discussed within the Service Area Plan.

A. Administrative Facilities

Current Funding

The District does not maintain a separate budget line item pertaining to Administrative Facilities. Instead, Sewer Maintenance Funds (SM) pay for and fund all items associated with the District office building. Property taxes are not used to fund the District office building. Instead, the District office building is funded by sewer user fees and rental income.

Cost Avoidance Opportunities

In order to reduce administrative service costs, the District completes most maintenance and repairs in-house prior to taking them out for bid. The District also takes part in the Special District Risk Management Authority (SDRMA) Credit Incentive Program, which can provide credit incentives of up to 15 percent towards Property and Liability and Workers Compensation Programs.

Recommended Funding

In addition to the continued use of existing funding sources, development impact fees may be established to help fund demand for future administrative facilities created by future development. If additional funding is needed, General Obligation Bonds may be issued, or a community facilities district can be formed.

B. Wastewater Facilities

Current Funding

The primary sources of revenue for wastewater treatment and collection facilities are the sewer capacity and connection fees for new developments along with yearly sewer user fees. Other sources of revenue are from interest income on accounts and equipment rentals.

Cost Avoidance Opportunities

In order to reduce wastewater treatment facility and capital improvement costs, the District completes most repairs in house and maintains a qualified staff for maintenance purposes without having to seek outside assistance.

The primary advantage of the Clean Water State Revolving Fund (CWSRF) program is access to low-interest loans. These loans often offer significantly lower interest rates than traditional financing options, which can result in substantial cost savings over the life of a project. In addition to loans, some portions of CWSRF funding may be available as grants. These grants do not need to be repaid and can provide essential financial assistance for projects.

Recommended Funding

The current fee structure will need to be reviewed periodically and during any proposed annexations in the future to ensure that there is sufficient funding to provide wastewater service to new developments. The Salton Community Services District Sewer Rate Study recommended an increase in sewer rate charges of 30 percent in the first year, followed by

incremental increases of 4 percent in subsequent years for rate fees so that the system becomes financially viable, without causing undue burden on customers. Funding responsibilities for project-related facilities shall remain with the developers and secured prior to construction.

The District is eligible to apply for the CWSRF to finance wastewater system improvement projects recommended in the PER. Alternative state and federal grant and loan programs are available such as USDA Water and Waste Disposal Loans and Grants for Public Works and Infrastructure Development. The District should consider these programs for additional assistance in providing for adequate wastewater facilities to the residents of the District.

C. Fire Facilities

Current Funding

The District fire department personnel resigned from their positions upon the rejection of the Fire Protection Parcel Tax. This made the District lose authority to provide fire protection services to the County due to not having enough funding to operate and maintain the fire department. Imperial County began providing fire protection services to the Service Area in November 2019. To this date (2022), Imperial County has not scheduled or reached out to the District regarding payment toward fire protection services they are providing. The District Board approved donating the District's fire truck to Imperial County.

Cost Avoidance Opportunities

To reduce fire protection services costs, the District and Imperial County maintain an agreement for fire dispatch services.

Recommended Funding

The District should cooperate with the County in providing the necessary buildings, machinery, and equipment for the County Fire Department to continue providing fire protection services to the Service Area. The District should seek long-term solutions and reach an agreement with the County to sustain services.

D. Parks and Recreational Facilities

Current Funding

Parks and Recreation funding comes from the General Fund, California State Parks Grants, and interest on these grants. Park fees generally consist of park reservations (refundable \$100.00 deposit) and \$50.00 light fee for providing lighting for organized events.

Cost Avoidance Opportunities

The District employs two Public Works Employees for the maintenance and operation of all parks in the District.

Recommended Funding

Current funding sources for parks and recreation should continue to be used. In addition, it is essential that the District require developers of new residential developments to dedicate park land and/or pay development impact fees for the improvement and expansion of existing park and recreational facilities.

E. Sanitation / Solid Waste Disposal

Current Funding

Burrtec performs all residential, commercial, industrial, construction, and roll-off billing per the conditions of the solid waste agreement signed by the District. Funding comes from a direct cost billed to the end user. Effective 2023 residential rates average \$81.33 per 3 months of service. Commercial rates are conditional on the frequency of collection and container size.

Cost Avoidance Opportunities

Burrtec provides collection services to District facilities including the District office, fire stations, parks, and maintenance yard at no charge to the District.

Recommended Funding

The District passed on August 5th, 2020, Ordinance 2020-01 requiring that all residences within the District's boundaries to subscribe to curbside solid waste collection services. The District collects a 5% franchise fee per the franchise agreement.

5. AVAILABILITY OF SERVICES NOT PROVIDED BY THE DISTRICT

Introduction

As indicated in the previous sections, the provision of services to the population of the Salton Community Services District is shared with other agencies. This section addresses the availability of services not provided by the District.

Law Enforcement

Law enforcement is provided by the Imperial County Sheriff's Department, which is divided into Patrol Divisions. The North County Patrol Division is headquartered in Brawley and services Bombay Beach, Niland, Palo Verde, Salton City, and rural areas of Brawley, Calipatria, and Westmorland. The Department includes two (2) full-time Sheriff Deputies per shift, with eight (8) Sheriff Deputies in total, 1 Investigator, and 1 Sergeant. Due to the large service area of the Sheriff's department, no specific response time goals exist. Deputies try to keep response times at a minimum and are monitored for improvements in service. Law enforcement services are financed via Imperial County's General Fund.

Water Services

The Coachella Valley Water District (CVWD) is a public agency, established by voters in 1918, that provides irrigation water and agricultural drainage, domestic water, wastewater treatment and recycled water, regional stormwater protection, groundwater management and water conservation across 1,000 square miles, primarily in Riverside County, but also in portions of Imperial and San Diego counties.

CVWD provides urban water to most of the Coachella Valley and along both sides of the Salton Sea in the Imperial Valley. CVWD's domestic water service area includes a population of around 290,000 people, stretching from Cathedral City to the Salton Sea. The CVWD operates 95 active wells to meet the needs of the more than 108,000 homes and businesses within its service boundary. The entire Salton Community Services District falls within the boundary of CVWD services. The agency obtains domestic water from its own aquifer system. Its water is pumped from wells up to 1,200 feet deep and stored until needed in more than 63 distribution reservoirs. A network of nearly 2,015 miles of distribution piping delivers the domestic water to end users.

An ongoing concern of the District is the ability of a privately built delivery system, which dates to the late 1950s and early 1960s, to provide water to new residents in the western Salton Sea communities. The District is located within the CVWD's Improvement District No. 11 (ID-11). The CVWD's domestic water supply for the ID-11 distribution system is located at the County Line Well Field on Avenue 86 on the west side of Highway 86. The CVWD is currently planning a \$2.1 billion water pipeline to the local area that should solve most of the water capacity problems in the vicinity of the Salton Community Services District and accommodate additional growth in the area.

Electricity

The Imperial Irrigation District (IID), a community-owned utility, provides irrigation water and electric power to the lower southeastern portion of California's desert. Once electricity leaves the power plant it becomes part of the transmission system and gets carried to local substations. All homes and businesses are served from one of several substations within the District. The IID policy is to extend its electrical facilities to those developments that have obtained the approval of the District or governmental authority having jurisdiction over said developments.

IID has promoted and expanded its renewable energy programs significant over the last decade. The organization launched a community solar project for low-income communities in its service area in 2019, serving 12,000 customers in economically distressed areas. Many of IID's customers have seen their monthly electric bills reduced under IID's Residential Energy Assistance Program and the District's eGreen Program. The program provides annual savings of over \$1 million annually to low-income customers in the District. Energy from renewables accounted for 31 percent of all electric energy produced by IID in 2019, and energy from geothermal sources represented 13 percent of IID's total energy load. IID continues to explore how to expand renewable energy operations in the Salton Sea area, including exporting energy to other areas across the country and in Mexico.

Additions or upgrades of electric facilities is dependent upon the requirements of new development.

Coachella Valley School District

The District is served by the Coachella Valley United School District (School District). This School District is based out of Riverside County, but also has facilities within Imperial County. It encompasses 1,200 square miles of rural farmland and desert and includes over 17,200 students. The School District operates 21 schools: 14 elementary schools that serve Transitional Kindergarten through 6th Grade; three middle schools (serving 7th and 8th grades); one high school serving 7th through 12th grades; two comprehensive high schools serving 9th through 12th grades; and one continuation high school serving adult learners. The schools are located throughout Coachella, Thermal, Mecca, Indio, and Salton City. Around 40 percent of students in the District are English language learners, 11 percent are migrant students, and 90 percent of students qualify for free or reduced lunch programs.

Within the District are Sea View Elementary, which serves children from grades K-6, and West Shores High School, which services grades 7-12. The high school is located at 2381 Shore Hawk in Salton City and the elementary school is located at 2381 Sea Hawk Avenue, Salton City, CA 92274. West Shores High School has an enrollment of 357 students for the 2020-21 school year, and Sea View Elementary has an enrollment of 612 students for the 2020-21 school year. The Sea View Elementary School facility is relatively new, however some buildings at West Shores High School were built before 1968. It does not appear that the District has capacity issues in serving additional students in the Salton CSD area.



Colorado River Basin Regional Water Quality Control Board

CERTIFIED MAIL: 7020 0640 0002 2643 9177

February 18, 2021

Mitch Mansfield, General Manager
Salton Community Services District
P.O. Box 5268
Salton City, CA 92275
mmansfield@saltoncsd.ca.gov

SUBJECT: NOTICE OF VIOLATION, NOVEMBER 2020 THROUGH DECEMBER 2020 SELF-MONITORING REPORT, ORDER R7-2012-0035

FACILITY: SALTON COMMUNITY SERVICES DISTRICT, LANSING AVENUE WASTEWATER TREATMENT FACILITY (WWTF), SALTON CITY, IMPERIAL COUNTY

Dear Mr. Mansfield:

The California Regional Water Quality Control Board, Colorado River Basin Region (Regional Water Board), is the public agency with primary responsibility for the protection of ground and surface water quality for all beneficial uses within Imperial County as well as portions of Riverside, San Diego and San Bernardino County, including the referenced property above.

Salton Community Services District (SCSD) is authorized to discharge treated municipal wastewater under Waste Discharge Requirements (WDRs) contained in Order R7-2012-0035, adopted by the Regional Water Board on June 21, 2012. Order R7-2012-0035 contains WDRs and a Monitoring and Reporting Program (MRP) for waste discharges by SCSD, from the facility referenced above. Under the terms of the WDRs, SCSD can discharge up to 0.12 million gallons per day of treated wastewater. This wastewater contains pollutants which can degrade water quality, adversely impact beneficial uses of the groundwater and which are defined as wastes under the Porter-Cologne Water Quality Control Act (CWC § 13000 et seq.). The wastewater is discharged into five unlined aeration ponds and final disposal of wastewater is through evaporation and percolation in Salton City, within the West Salton Sea Hydrologic Unit.

NANCY WRIGHT, CHAIR | PAULA RASMUSSEN, EXECUTIVE OFFICER

73-720 Fred Waring Drive, Suite 100, Palm Desert, CA 92260 | www.waterboards.ca.gov/coloradriver

LANSGM

The Regional Water Board has reviewed the November and December 2020 Self-Monitoring Reports (SMRs) submitted for your facility pursuant to Order R7-2012-0035. The review resulted in the following findings.

YOU ARE HEREBY NOTIFIED that SCSD is in noncompliance with the WDRs specified in Order R7-2012-0035, and has violated California Water Code (CWC) section 13350 as follows:

Effluent Limit Violations

- Order R7-2012-0035, Effluent Limitations B.1 states that the discharge to the disposal ponds shall not exceed a Biochemical Oxygen Demand (BOD) average monthly of 45 milligrams per liter (mg/L) and an average weekly of 65 mg/L.
 - In November 2020, the reported BOD in the sample collected on November 4, 2020 exceeded the monthly limit with a detected concentration of 55 mg/L.
 - In December 2020, the reported BOD in the sample collected on December 2, 2020 exceeded the monthly limit with a detected concentration of 49 mg/L.

A total of two (2) BOD violations of the monthly effluent limitations are noted for November through December 2020. SCSD is required to immediately implement corrective and preventative actions to bring the discharge into full compliance with all requirements of Order R7-2012-0035.

Please be advised, failure to comply with Order R7-2012-0035 is a violation of state law that may result in further enforcement action including the imposition of administrative civil liability claims.

For violations listed above, pursuant to CWC section 13350 (e), you are subject to penalties of up to \$5,000 for each day in which the violation occurs or \$10 for each gallon of waste discharged, but not both. These administrative civil liabilities may be assessed by the Regional Water Board beginning the date that the violations first occurred and without further warning. This matter may be referred to the Office of the Attorney General for further enforcement. The Regional Water Board reserves its right to take any further enforcement action authorized by law.

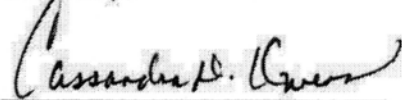
Mitch Mansfield
SCSD Lansing WWTF

- 3 -

February 18, 2021

If you have any questions concerning this matter, please contact the Case Manager Adriana Godinez at (760) 346-6585 (Adriana.Godinez@waterboards.ca.gov) or the Land Disposal Unit Chief, Jose Cortez at (760) 776-8963 (Jose.Cortez@waterboards.ca.gov).

Sincerely,



Cassandra Owens
Assistant Executive Officer
Colorado River Basin
Regional Water Quality Control Board

AG/jc

cc: Via email
Robert Dunning, SCSD (rdunning@saltoncsd.ca.gov)

File: 7A130110011, SCSD Lansing Avenue WWTF, Order R7-2012-0035

7020 0640 0002 2643 9177

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Mitch Mansfield, General Manager
Salton Community Services District
P.O. Box 5268
Salton City, CA 92275

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- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mitch Mansfield, General Manager
Salton Community Services District
P.O. Box 5268
Salton City, CA 92275



9590 9402 5676 9346 5983 49

2. Article Number (Transfer from service label)

7020 0640 0002 2643 9177

COMPLETE THIS SECTION ON DELIVERY**A. Signature****X**

☒ Agent
☐ Addressee

B. Received by (Printed Name)**C. Date of Delivery**

2/19/21

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

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Colorado River Basin Regional Water Quality Control Board

CERTIFIED MAIL: 7020 0640 0002 2643 9191

February 18, 2021

Mitch Mansfield
General Manager
Salton Community Services District
P.O. Box 5268
Salton City, CA 92275
mmansfield@saltoncsd.ca.gov

SUBJECT: NOTICE OF VIOLATION, NOVEMBER 2020 THROUGH DECEMBER 2020 SELF-MONITORING REPORT, ORDER R7-2018-0013

FACILITY: SALTON COMMUNITY SERVICES DISTRICT, THOMAS R. CANNELL WASTEWATER TREATMENT FACILITY (WWTF), SALTON CITY, IMPERIAL COUNTY

Dear Mr. Mansfield:

The California Regional Water Quality Control Board, Colorado River Basin Region (Regional Water Board), is the public agency with primary responsibility for the protection of ground and surface water quality for all beneficial uses within Imperial County as well as portions of Riverside, San Diego and San Bernardino County, including the referenced property above.

Salton Community Services District (SCSD) is authorized to discharge treated municipal wastewater under Waste Discharge Requirements (WDRs) contained in Order R7-2018-0013, adopted by the Regional Water Board on November 8, 2018. Order R7-2018-0013 contains WDRs and a Monitoring and Reporting Program (MRP) for waste discharges by SCSD, from the facility referenced above. Under the terms of the WDRs, SCSD can discharge up to 0.185 million gallons per day of treated wastewater. This wastewater contains pollutants which can degrade water quality, adversely impact the beneficial uses of the groundwater and which are defined as wastes under the Porter-Cologne Water Quality Control Act (CWC § 13000 et seq.). The wastewater is

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TRC

discharged to four evaporation/percolation ponds in Salton City, within the West Salton Sea Hydrologic Unit.

The Regional Water Board has reviewed the November and December 2020 Self-Monitoring Reports (SMRs) submitted for your facility pursuant to Order R7-2018-0013. The review resulted in the following findings.

YOU ARE HEREBY NOTIFIED that SCSD is in noncompliance with the WDRs specified in Order R7-2018-0013, and has violated California Water Code (CWC) section 13350 as follows:

Effluent Limitations

- Order R7-2018-0013, Effluent Limitations B.1 states that the discharge to the disposal ponds shall not exceed a Biochemical Oxygen Demand (BOD) average monthly of 45 milligrams per liter (mg/L) and an average weekly of 65 mg/L.
 - In November 2020, the reported BOD in the sample collected on November 4, 2020 exceeded the monthly limit with a detected concentration of 61 mg/L.
 - In December 2020, the reported BOD in the sample collected on December 2, 2020 exceeded the monthly limit with a detected concentration of 56 mg/L.

A total of two (2) BOD violations of the monthly effluent limitations are noted for November through December 2020. SCSD is required to immediately implement corrective and preventative actions to bring the discharge into full compliance with all requirements of Order R7-2018-0013.

Please be advised, failure to comply with Order R7-2018-0013 is a violation of state law that may result in further enforcement action including the imposition of administrative civil liability claims.

For violations listed above, pursuant to CWC section 13350 (e), you are subject to penalties of up to \$5,000 for each day in which the violation occurs or \$10 for each gallon of waste discharged, but not both. These administrative civil liabilities may be assessed by the Regional Board beginning the date that the violations first occurred and without further warning. This matter may be referred to the Office of the Attorney General for further enforcement. The Regional Board reserves its right to take any further enforcement action authorized by law.

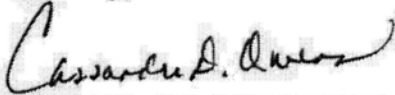
Mitch Mansfield
SCSD Thomas R. Cannell WWTF

- 3 -

February 18, 2021

If you have any questions concerning this matter, please contact the Case Manager Adriana Godinez at (760) 346-6585 (Adriana.Godinez@waterboards.ca.gov) or the Land Disposal Unit Chief, Jose Cortez at (760) 776-8963 (Jose.Cortez@waterboards.ca.gov).

Sincerely,



Cassandra Owens
Assistant Executive Officer
Colorado River Basin
Regional Water Quality Control Board

AG/jc

cc: Via email
Robert Dunning, SCSD (rdunning@saltoncsd.ca.gov)

File: 7A130117001, SCSD Thomas R. Cannell WWTF, Order R7-2018-0013

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Salton Community Services District
P.O. Box 5268
Salton City, CA 92275

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Salton Community Services District
P.O. Box 5268
Salton City, CA 92275



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☐ Addressee

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Colorado River Basin Regional Water Quality Control Board

CERTIFIED MAIL: 7020 0640 0002 2643 9153

February 18, 2021

Mitch Mansfield, General Manager
Salton Community Services District
P.O. Box 5268
Salton City, CA 92275
mmansfield@saltoncsd.ca.gov

**SUBJECT: NOTICE OF VIOLATION, NOVEMBER 2020 SELF-MONITORING
REPORT, ORDER R7-2014-0007**

**FACILITY: SALTON COMMUNITY SERVICES DISTRICT, DESERT SHORES
WASTEWATER TREATMENT PLANT (WWTP), DESERT SHORES,
IMPERIAL COUNTY**

Dear Mr. Mansfield:

The California Regional Water Quality Control Board, Colorado River Basin Region (Regional Water Board), is the public agency with primary responsibility for the protection of ground and surface water quality for all beneficial uses within Imperial County as well as portions of Riverside, San Diego and San Bernardino County, including the referenced property above.

Salton Community Services District (SCSD) is authorized to discharge treated municipal wastewater from the Desert Shores Wastewater Treatment Plant under Waste Discharge Requirements (WDRs) contained in Order R7-2014-0007, adopted by the Regional Water Board on September 18, 2014. Order R7-2014-0007 contains WDRs and a Monitoring and Reporting Program (MRP) for waste discharges by SCSD, from the Desert Shores Wastewater Treatment Plant. Under the terms of the WDRs, SCSD can discharge up to 0.20 million gallons per day of treated wastewater. This wastewater contains pollutants which can degrade water quality, adversely impact the beneficial uses of the groundwater and which are defined as wastes under the Porter-Cologne Water Quality Control Act (CWC § 13000 et seq.). The wastewater is discharged into

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DESERT SHORES

five unlined aeration ponds and final disposal of wastewater is through evaporation and percolation in Desert Shores, within the West Salton Sea Hydrologic Unit.

The Regional Water Board has reviewed the **November 2020 Self-Monitoring Report (SMR)** submitted, for your facility pursuant to Order R7-2014-0007. The review resulted in the following findings.

YOU ARE HEREBY NOTIFIED that SCSD is in noncompliance with the WDRs specified in **Order R7-2014-0007**, and has violated **California Water Code (CWC) section 13350** as follows:

Effluent Limit Violation

- **Order R7-2014-0007**, Effluent Limitations B.1 states that the discharge to the disposal ponds shall not exceed a Biochemical Oxygen Demand (BOD) average monthly of 45 milligrams per liter (mg/L) and an average weekly of 65 mg/L.
 - **In November 2020**, the reported BOD in the sample collected on November 4, 2020 exceeded the monthly and weekly limits with a detected concentration of 66 mg/L.

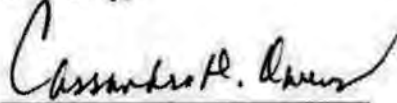
A total of two (2) BOD violations of the effluent limitations are noted for November 2020. SCSD is required to immediately implement corrective and preventative actions to bring the discharge into full compliance with all requirements of Order R7-2014-0007.

Please be advised, failure to comply with Order R7-2014-0007 is a violation of state law that may result in further enforcement action including the imposition of administrative civil liability claims.

For violations listed above, pursuant to CWC section 13350 (e), you are subject to penalties of up to \$5,000 for each day in which the violation occurs or \$10 for each gallon of waste discharged, but not both. These administrative civil liabilities may be assessed by the Regional Water Board beginning the date that the violations first occurred and without further warning. This matter may be referred to the Office of the Attorney General for further enforcement. The Regional Water Board reserves its right to take any further enforcement action authorized by law.

If you have any questions concerning this matter, please contact the Case Manager Adriana Godinez at (760) 346-6585 (Adriana.Godinez@waterboards.ca.gov) or the Land Disposal Unit Chief, Jose Cortez at (760) 776-8963 (Jose.Cortez@waterboards.ca.gov).

Sincerely,



Cassandra Owens
Assistant Executive Officer
Colorado River Basin
Regional Water Quality Control Board

AG/jc

cc: Via email
Robert Dunning, SCSD (rdunning@saltoncsd.ca.gov)

File: 7A130110031, SCSD Desert Shores WWTP, Order R7-2014-0007

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Salton Community Services District
P.O. Box 5268
Salton City, CA 92275

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Mitch Mansfield, General Manager
Salton Community Services District
P.O. Box 5268
Salton City, CA 92275



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2. Article Number (Transfer from service label)

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Colorado River Basin Regional Water Quality Control Board

CERTIFIED MAIL: 7022 1670 0001 2589 1843

August 10, 2022

David Dale, General Manager
Salton Community Services District
1209 Van Buren Avenue, Suite 1
Salton City, CA 92274
ddale@saltoncsd.ca.gov

**SUBJECT: NOTICE OF VIOLATION, GENERAL ORDER 2006-0003-DWQ
7SSO10538**

**FACILITY: SALTON COMMUNITY SERVICES DISTRICT COLLECTION SYSTEM,
SALTON CITY, IMPERIAL COUNTY**

Dear Mr. Dale,

The California Regional Water Quality Control Board, Colorado River Basin Region (Regional Water Board), is the public agency with primary responsibility for the protection of ground and surface water quality for all beneficial uses within Imperial County, including the referenced property above. Salton Community Services District (SCSD) is authorized to convey domestic and municipal wastewater to its publicly owned treatment facilities under Waste Discharge Requirements (WDRs) contained in Order 2006-0003-DWQ adopted by the State Water Resources Control Board on May 2, 2006.

On July 30, 2021, at approximately 8:15 am, SCSD notified the Regional Water Board of a Sanitary Sewer Overflow (SSO). The SSO occurred near Evans Ave at Lido Ave in Salton City. The SSO spill was caused by a force main rupture, which spilled into a drainage channel. The total volume of the spill was reported to be 55,000 gallons.

JAYNE POWELL, CHAIR | PAULA RASMUSSEN, EXECUTIVE OFFICER

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The discharge of untreated wastewater into the drainage channel, which is classified as a water of the United States, is a violation of Order 2006-0003-DWQ, Section c, Prohibition 1¹.

YOU ARE HEREBY NOTIFIED that SCSD is not in compliance of Order 2006-0003-DWQ, and has violated California Water Code (CWC) section 13376 and Clean Water Act section 301 as follows:

- Unauthorized discharge of untreated wastewater into waters of the United States

SCSD is required to comply with the following tasks:

1. Ensure full implementation of all requirements contained in Order 2006-0003-DWQ.
2. Submit a complete and adequate SSO Technical Report to the Regional Water Board within 10 days of receipt of this NOV. Although supporting documents² regarding the spill were submitted, the lack of detail in those documents deemed the information insufficient to fulfill the SSO Technical Report requirement of Order 2006-0003-DWQ, and corresponding Monitoring and Report Program Order WQ 2013-0058-EXEC.

The SSO Technical Report shall include at a minimum, the following:

- a. Causes and Circumstances of the SSO
 - i. Complete and detailed explanation of how and when the SSO was discovered.
 - ii. Diagram showing the SSO failure point, appearance point(s), and final destination(s).
 - iii. Detailed description of the methodology employed, and available data used to calculate the volume of the SSO and, if applicable, the SSO volume recovered.
 - iv. Detailed Description of the cause(s) of the SSO.
- b. The City's Response to the SSO
 - i. Chronological narrative description of all actions taken by enrollee to terminate the spill.
 - ii. Explanation of how the Sewer System Management Plan including the Overflow Emergency Response Plan was implemented to respond to and mitigate the SSO.

¹ Any SSO that results in a discharge of untreated or partially treated wastewater to waters of the United States is prohibited.

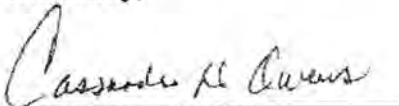
² An SSO Letter, Spill Diagram, and Station Readings/Daily Sheets were submitted by the Discharger on September 17, 2021. The supporting documents are provided as attachments.

- iii. Final corrective action(s) completed and/or planned to be completed, including a schedule for actions not yet completed.
- c. Water Quality Monitoring
 - i. Description of all water quality sampling activities conducted including analytical results and evaluation of the results.
 - ii. Detailed location map illustrating all water quality sampling points.

Please be advised, failure to comply with Order 2006-0003-DWQ is a violation of state law that may result in further enforcement action including the imposition of administrative civil liability claims. Pursuant to CWC section 13350, subdivision (e), you are subject to penalties for violation of Order 2006-0003-DWQ of up to \$5,000 for each day in which the violation occurs or \$10 for each gallon of waste discharged, but not both. Similarly, pursuant to Water Code section 13385, subdivision (c), you are subject to penalties for violation of Water Code section 13376 and Clean Water Act section 301 of up to \$10,000 for each day in which the violation occurs plus \$10 for each gallon of waste discharged, but not cleaned up, that exceeds 1,000 gallons. These administrative civil liabilities may be assessed by the Regional Water Board beginning with the date that the violations first occurred and without further warning. This matter may be referred to the Office of the Attorney General for further enforcement. The Regional Water Board reserves its right to take any further enforcement action authorized by law.

If you have any questions concerning this matter, please contact the Case Manager Adriana Godinez at (760) 346-6585 (Adriana.Godinez@waterboards.ca.gov) or the Land Disposal Unit Chief, Jose Cortez at (760) 776-8963 (Jose.Cortez@waterboards.ca.gov).

Sincerely,



Cassandra Owens
Assistant Executive Officer
Colorado River Basin
Regional Water Quality Control Board

AG/jc

cc: (Via email)
Emmanuel Ramos, SCSD Chief Plant Operator (eramos@saltoncsd.ca.gov)
Christopher Murillo, SCSD Comptroller (cmurillo@saltoncsd.ca.gov)
Oracio Lemus, SCSD Lead Man (olemus@saltoncsd.ca.gov)
Kailyn Ellison, SWRCB Office of Enforcement
(kailyn.ellison@waterboards.ca.gov)



1209 VAN BUREN AVE.
POST OFFICE BOX 5268
SALTON CITY, CALIFORNIA 92275-5268
TELEPHONE: (760) 394-4446
scsd@saltoncsd.ca.gov

8/11/22

RE: SSO Technical Report Spill Event ID: 875781

Causes and Circumstances of the SSO

On the morning of 7-30-2021 at 7:28 a.m. district staff received notification from Coachella Valley Water District that there was a potential sewer leak at Lido Avenue at Evans Avenue in Salton City, California. Upon arriving at the site, staff noticed a small stream of liquid along the east side of Lido Avenue, from Evans Avenue to Edwards Avenue. It was determined that the cause of the spill was from a ruptured 10" diameter sewer force main pipeline.

The District's Response to the SSO

Since the leak was from a force main from a pump station, Staff was able to shut down the pump station to eliminate any further sewer spillage. The crew was dispatched to get equipment and vacuum trucks. As staff arrived on scene, the force main was excavated at the rupture site. Staff was able to locate the shear crack, cleaned the pipe and placed a stainless steel repair clamp on the cracked pipe.

Staff began to recover the liquid into two vacuum trucks with approximately 1,500 gallons capacity each. There were seven loads per truck. Therefore, the recovered volume was approximately 21,000 gallons. The recovered liquid was taken to the Lansing wastewater plant for treatment. Daily meter readings were used to calculate the volume.

After the repair was made the pump stations were turned back on to confirm the repair. Staff wrapped the clamp with a Visqueen material and commenced backfilling.

The district is working with agencies for grant funding to replace the entire force main. The proposed force main replacement project has been designed by a profession engineer in the State of California and the district expects to put the project out to bid soon.

Water Quality Monitoring

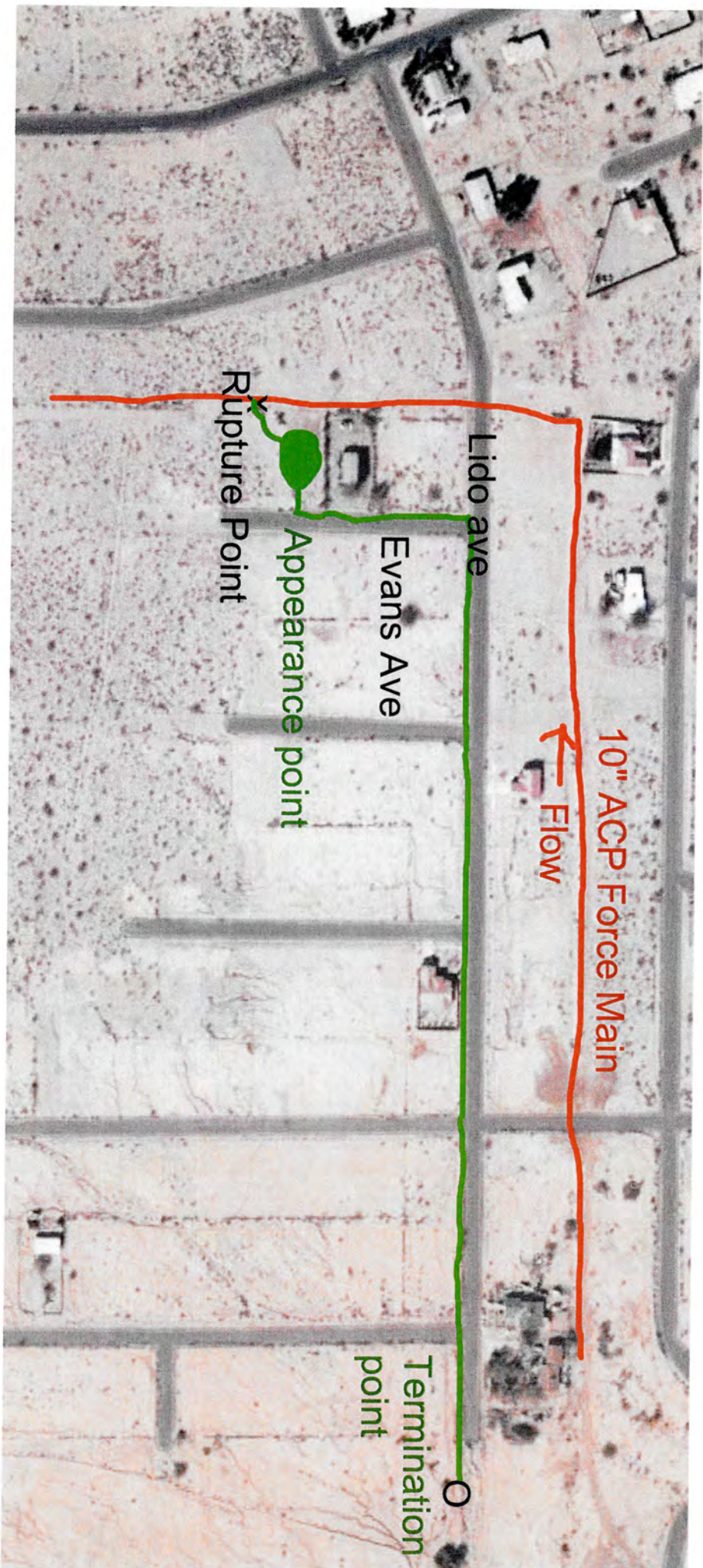
The SSO liquid was contained in the shoulder of Lido Avenue and did not reach any water ways. Staff was able to stop the leak and clean up the site before any contamination was made. Therefore, no water quality monitoring was completed.

Should you have any questions, feel free to contact me at (760) 883-9302.

A Diagram showing the SSO failure point and final destination is included with this letter.

Sincerely,

Robert L. Dunning
Field Foreman





Colorado River Basin Regional Water Quality Control Board

CERTIFIED MAIL: 7022 1670 0001 2589 1843

August 10, 2022

David Dale, General Manager
Salton Community Services District
1209 Van Buren Avenue, Suite 1
Salton City, CA 92274
ddale@saltoncsd.ca.gov

**SUBJECT: NOTICE OF VIOLATION, GENERAL ORDER 2006-0003-DWQ
7SSO10538**

**FACILITY: SALTON COMMUNITY SERVICES DISTRICT COLLECTION SYSTEM,
SALTON CITY, IMPERIAL COUNTY**

Dear Mr. Dale,

The California Regional Water Quality Control Board, Colorado River Basin Region (Regional Water Board), is the public agency with primary responsibility for the protection of ground and surface water quality for all beneficial uses within Imperial County, including the referenced property above. Salton Community Services District (SCSD) is authorized to convey domestic and municipal wastewater to its publicly owned treatment facilities under Waste Discharge Requirements (WDRs) contained in Order 2006-0003-DWQ adopted by the State Water Resources Control Board on May 2, 2006.

On July 30, 2021, at approximately 8:15 am, SCSD notified the Regional Water Board of a Sanitary Sewer Overflow (SSO). The SSO occurred near Evans Ave at Lido Ave in Salton City. The SSO spill was caused by a force main rupture, which spilled into a drainage channel. The total volume of the spill was reported to be 55,000 gallons.

JAYNE POWELL, CHAIR | PAULA RASMUSSEN, EXECUTIVE OFFICER

73-720 Fred Waring Drive, Suite 100, Palm Desert, CA 92260 | www.waterboards.ca.gov/coloradriver

The discharge of untreated wastewater into the drainage channel, which is classified as a water of the United States, is a violation of Order 2006-0003-DWQ, Section c, Prohibition 1¹.

YOU ARE HEREBY NOTIFIED that SCSD is not in compliance of Order 2006-0003-DWQ, and has violated California Water Code (CWC) section 13376 and Clean Water Act section 301 as follows:

- Unauthorized discharge of untreated wastewater into waters of the United States

SCSD is required to comply with the following tasks:

1. Ensure full implementation of all requirements contained in Order 2006-0003-DWQ.
2. Submit a complete and adequate SSO Technical Report to the Regional Water Board within 10 days of receipt of this NOV. Although supporting documents² regarding the spill were submitted, the lack of detail in those documents deemed the information insufficient to fulfill the SSO Technical Report requirement of Order 2006-0003-DWQ, and corresponding Monitoring and Report Program Order WQ 2013-0058-EXEC.

The SSO Technical Report shall include at a minimum, the following:

- a. Causes and Circumstances of the SSO
 - i. Complete and detailed explanation of how and when the SSO was discovered.
 - ii. Diagram showing the SSO failure point, appearance point(s), and final destination(s).
 - iii. Detailed description of the methodology employed, and available data used to calculate the volume of the SSO and, if applicable, the SSO volume recovered.
 - iv. Detailed Description of the cause(s) of the SSO.
- b. The City's Response to the SSO
 - i. Chronological narrative description of all actions taken by enrollee to terminate the spill.
 - ii. Explanation of how the Sewer System Management Plan including the Overflow Emergency Response Plan was implemented to respond to and mitigate the SSO.

¹ Any SSO that results in a discharge of untreated or partially treated wastewater to waters of the United States is prohibited.

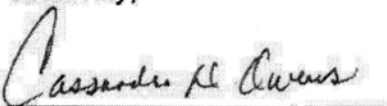
² An SSO Letter, Spill Diagram, and Station Readings/Daily Sheets were submitted by the Discharger on September 17, 2021. The supporting documents are provided as attachments.

- iii. Final corrective action(s) completed and/or planned to be completed, including a schedule for actions not yet completed.
- c. Water Quality Monitoring
 - i. Description of all water quality sampling activities conducted including analytical results and evaluation of the results.
 - ii. Detailed location map illustrating all water quality sampling points.

Please be advised, failure to comply with Order 2006-0003-DWQ is a violation of state law that may result in further enforcement action including the imposition of administrative civil liability claims. Pursuant to CWC section 13350, subdivision (e), you are subject to penalties for violation of Order 2006-0003-DWQ of up to \$5,000 for each day in which the violation occurs or \$10 for each gallon of waste discharged, but not both. Similarly, pursuant to Water Code section 13385, subdivision (c), you are subject to penalties for violation of Water Code section 13376 and Clean Water Act section 301 of up to \$10,000 for each day in which the violation occurs plus \$10 for each gallon of waste discharged, but not cleaned up, that exceeds 1,000 gallons. These administrative civil liabilities may be assessed by the Regional Water Board beginning with the date that the violations first occurred and without further warning. This matter may be referred to the Office of the Attorney General for further enforcement. The Regional Water Board reserves its right to take any further enforcement action authorized by law.

If you have any questions concerning this matter, please contact the Case Manager Adriana Godinez at (760) 346-6585 (Adriana.Godinez@waterboards.ca.gov) or the Land Disposal Unit Chief, Jose Cortez at (760) 776-8963 (Jose.Cortez@waterboards.ca.gov).

Sincerely,



Cassandra Owens
Assistant Executive Officer
Colorado River Basin
Regional Water Quality Control Board

AG/jc

cc: (Via email)
Emmanuel Ramos, SCSD Chief Plant Operator (eramos@saltoncsd.ca.gov)
Christopher Murillo, SCSD Comptroller (cmurillo@saltoncsd.ca.gov)
Oracio Lemus, SCSD Lead Man (olemus@saltoncsd.ca.gov)
Kailyn Ellison, SWRCB Office of Enforcement
(kailyn.ellison@waterboards.ca.gov)

David Dale
SCSD Collection System

- 4 -

August 10, 2022

Attachments: 7-30-2021 SSO Letter to the Water Boards
7-30-2021 SSO Spill Diagram
Station Readings/Daily Sheets

File: 7SSO10538, Salton Community Services District, Board Order 2006-0003-DWQ



1209 Van Buren Avenue, Suite 1
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

September 16, 2021

RE: SSO Technical Report Spill Event ID: 875781

To Whom It May Concern:

On the morning of 7-30-2021 at 7:28am we received notification from Coachella Valley Water District that there was a sewer leak. Diagram showing the SSO failure point and final destination is included with this letter. Daily meter readings were used to calculate the volume. Recovered volume was two vacuum trucks with approximately 1,500 gallons capacity each with six to seven loads per truck. The best estimation on the cause of the spill was a possible small earthquake causing a shear crack.

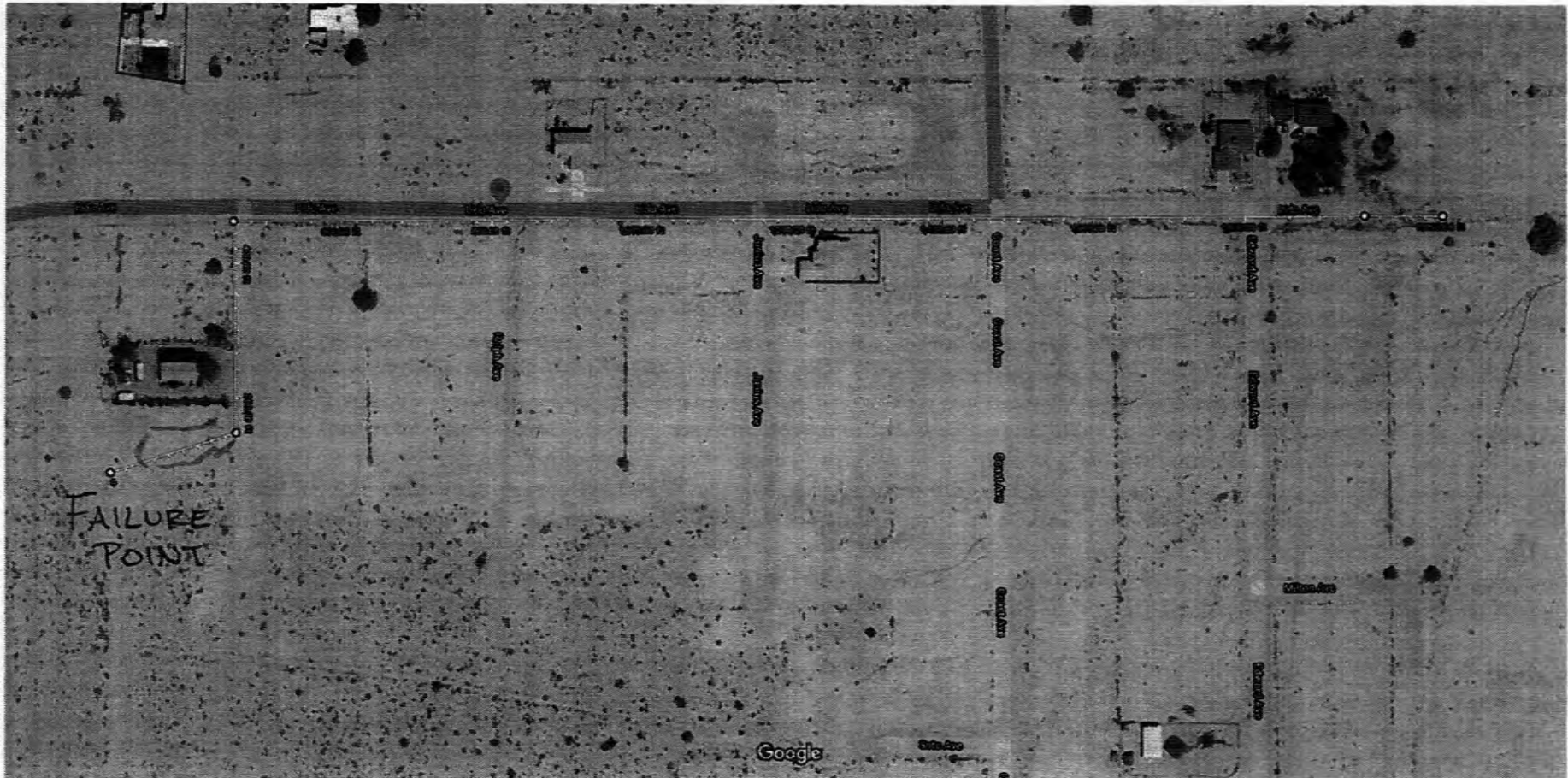
Steps taken to terminate the spill was after receiving notification and upon verification, dispatched crew to shut down pump stations, gathered materials and tools to make the repair. Dispatched the crew to get equipment and vacuum trucks. As everybody arrived on scene, everyone commenced to dig it up. Located the shear crack, cleaned the pipe and placed a stainless steel repair clamp. Turned pump stations back on to confirm the repair. Wrapped the clamp with visqueen. Commenced backfilling.

Corrective actions in progress. We are working with NV5 and RCAC for total replacement of the force main.

Should you have any questions, feel free to contact me at (760) 883-9302.

Regards,

Robert Dunning



Imagery ©2021 Maxar Technologies, U.S. Geological Survey, USDA Farm Service Agency, Map data ©2021 100 ft

Measure distance
Total distance: 2,063.64 ft (629.00 m)

The green square on the map is where the spill pooled before falling into the street.

STATION READINGS

STATION #24

MONTH: July

YEAR 2021

	FLOW	FLOW MAG	FLOW CPU	PUMP# 1	PUMP# 2	TIME	NAME
1	263700	9977940	253900	15531.9	16892.9	657	RH
2	267300	9980577	219445	15536.0	16896.6	624	JT
3	273400	9982250	215341	15539.4	16899.9	603	SRP
4	253400	9985984	190623	15542.9	16903.0	601	SRP
5	235800	9988518	167451	15545.9	16905.8	559	SLP
6	268900	9990876	208318	15548.4	16908.2	659	RH
7	265100	9993565	265248	15551.0	16910.8	6:25	JT
8	263500	9996216	259581	15553.4	16913.3	6:29	RH
9	217000	9998851	258155	15555.9	16915.8	700	Q
10	274300	10001021	235157	15559.5	16919.2	722	Q
11	261300	10003764	212789	15563.8	16923.3	726	Q
12	280100	10006377	248660	15567.3	16926.7	6:43	MOS
13	271500	10008878	254114	15569.7	16929.0	6:30	ZR
14	271400	10001593	268614	15572.1	16931.6	6:23	MOS
15	264700	10014307	254862	15574.6	16934.1	7:39	MOS
16		10016954		15576.8	16936.4	7:31	RH
17							
18			0				
19		10016918	0	15576.9	16936.5	7:14	JT
20		10016969	0	15576.9	16936.5	653	Q
21		10016969	0	15576.9	16936.5	700	Q
22		10016969	0	15576.8	16936.5	6:24	MOS
23	214,900	10016969	127536	15576.8	16936.5	6:24	MOS
24	245900	10019118	254515	15578.0	16939.2	6:50	ZR
25	270900	10021577	254618	15580.8	16942.3	6:30	ZR
26	253100	10024286	252987	15583.1	16945.4	6:56	JT
27	262300	10026817	255804	15585.3	16948.3	6:33	MOS
28	244000	10029440	248901	15587.6	16951.2	7:37	MOS
29	164300	10031880	215049	15591.5	16955.4	6:38	JT
30	217800	10033523	178814	15594.2	16957.9	6:26	JT
31	258100	10035696	233908	15597.7	16961.9	5:43	MOS

1		10038277		156015	16964.6	5:46	MOS
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23 10017109 257 15576.9 16936.6 5:39 Q



SALTON COMMUNITY SERVICES DISTRICT

1209 Van Buren Avenue

Post office Box 5268

Salton City, California 92275-5268

760-394-4446

PROJECT STATUS REPORT

PROJECT SUMMARY			
Report Date	Project Name	Prepared By:	
7-30-2021		Robert L. Heinze	

STATUS SUMMARY
Failed main Break off Harbor - 2 Locate + Repair

Project Overview			
Task Performed	Hours on Job	Equip. Number	Notes
	8		
Parts Supplier Used			

BUDGET OVERVIEW				
Pick up #/B	Mileage Start	Mileage End	Fuel Gallons	Signature
	68640.8	68659.1		Robert L. Heinze



SALTON COMMUNITY SERVICES DISTRICT

1209 Van Buren Avenue

Post office Box 5268

Salton City, California 92275-5268

760-394-4446

PROJECT STATUS REPORT

PROJECT SUMMARY

Report Date

7/30/21

Project Name

Prepared By:

MDS

Station Run

Pressure line rupture repair S.C.

STATUS SUMMARY

Project Overview

Task Performed

Hours on Job

Equip. Number

Notes

Parts Supplier Used

BUDGET OVERVIEW

Pick up #

2

Mileage Start

Mileage End

Fuel Gallons

Signature

MDS

42687.1

42879.1

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☐ Adult Signature Restricted Delivery \$

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Total Postage and Fees

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AG 8/10

Sent To

David Dale, General Manager

Street and Apt. No., or PO Box No.

Saltan Community Services District

City, State, ZIP+4®

209 Van Buren Ave, Suite 2, Saltan City, CA 92274

7022 1670 0001 2589 1843 E48T 6852 T000 029T 2202

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for an electronic return receipt, see a retail associate for assistance. To receive a duplicate return receipt for no additional fee, present this USPS®-postmarked Certified Mail receipt to the retail associate.

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- Adult signature restricted delivery service, which requires the signee to be at least 21 years of age and provides delivery to the addressee specified by name, or to the addressee's authorized agent (not available at retail).
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SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

David Dale, General Manager
Salton Community Services District
1209 Van Buren Ave, Suite 21
Salton City, CA 92274



9590 9402 7687 2122 2078 48

2. Article Number (Transfer from service label)

7022 1670 0001 2589 1843

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X MA R17C19

☐ Agent☐ Addressee

B. Received by (Printed Name)

Robert Dunning

C. Date of Delivery

8/15

D. Is delivery address different from item 1?
If YES, enter delivery address below:☐ Yes☐ No

AUG 17 2022

REGION 7

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Insured Mail

Mail Restricted Delivery

(00)

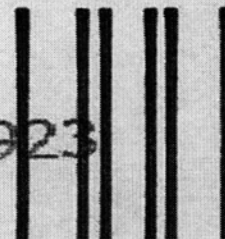
☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

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15 AUG 2022 PM 4 L



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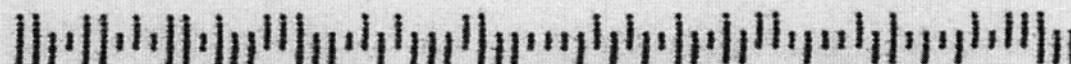
9590 9402 7687 2122 2078 48

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CALIFORNIA REGIONAL WATER QUALITY
CONTROL BOARD
COLORADO RIVER BASIN REGION
73-720 FRED WARING DR., SUITE 100
PALM DESERT, CA 92260

ATTN: Adriana Godinez





IMPERIAL COUNTY AIR POLLUTION CONTROL DISTRICT

CLEAN AIR TRUST FUND FUNDING PROJECT

EXHIBIT "A" DESERT SHORES COMMUNITY PARK. ("SCSD")

This Exhibit "A" is intended to provide direction and specific requirements necessary to fully execute the proposed project described as the following:

Upgrade of the Desert Shores Community Park located at 57 Palm Dr. Desert Shores, CA 92274, by, leveling and grading and layout real grass.

NOW THEREFORE, SCSD agrees with the following:

1. PM₁₀ Reduction Project: SCSD agrees that Project was approved by the ICAPCD for funding. The following information describes the PM₁₀ reduction project(s):

PROJECT NAME AND DESCRIPTION	REQUESTED GRANT AMOUNT
Site Preparation: prepare area by leveling dirt, check the slope and compaction. Layout real grass Provide all the necessary equipment, material and labor to perform the job. Total of new grass area 33,600 sf. Prevailing wages applied.	\$200,000

2. SCSD agrees that if the Project identified and set forth in Section No. 1 is funded or considered for funding by any other incentive program sponsored by either State, federal, or any local jurisdiction, another ICAPCD or State program, SCSD will notify the ICAPCD immediately.
3. SCSD agrees that the ICAPCD will be contacting the SCSD to set up a pre- inspection of the Project described and set forth in Section No.1. The inspection is composed of the following:



IMPERIAL COUNTY AIR POLLUTION CONTROL DISTRICT

- a. Photographic evidence sufficient to identify the Project as that described in Section No. 1. The photographic evidence may include but is not limited to the photographing of different angular directions identifying the roads, public access ways, signs etc. such that the location of the Project is clearly identifiable.
 - b. Formal Notice of Pre-Inspection Completeness. The ICAPCD will inform SCSD when the pre-inspection process has been completed in the following manner.
 - i. In person
 - ii. Electronic Mail with a request "Request a Read Receipt" and/or request within the body of the electronic mail for verification of receipt.
4. SCSD agrees that time is of the essence and that an essential part of the funding process is the verification of continued progress towards the completion of the Project described and set forth in Section No.1.
- a. Tentative Timeline. SCSD shall provide to the ICAPCD a tentative timeline indicating the process required for the completion of the Project. The tentative timeline may be remitted in the following manner:
 - i. In person
 - ii. Electronic Mail with a request "Request a Read Receipt" and/or request within the body of the electronic mail for verification of receipt.
 - b. Periodic Updates. SCSD shall remit to the ICAPCD periodic updates that indicate whether the Project described and set forth in Section No.1 is on schedule or are delayed. Periodic updates shall be remitted on a monthly basis beginning one month after the execution of the Funding Agreement. Should a delay occur or is anticipated to occur SCSD shall remit the following information:
 - i. Reasonable Delays. SCSD agrees that there are circumstances beyond their reasonable control that may cause an inadvertent delay towards completion of the Project. Reasonable delays are delays that occur which cause the Project not to conform to its tentative timeline by days but not months. Such reasonable delays shall be included within the periodic update with a brief summary describing the delay. Depending on the nature of the delay the ICAPCD may request from SCSD the remittance of an adjusted "Timeline".
 - ii. Long Term Delays. Long-term delays are delays that occur which cause the Project not to conform to its tentative timeline by months as opposed to days. Such long term delays shall be included within the periodic update with a brief summary describing



IMPERIAL COUNTY AIR POLLUTION CONTROL DISTRICT

the delay and the submission of an extension of time (form provided by the ICAPCD), approvable by the Air Pollution Control Officer.

- c. Remittance of the Periodic Update. The periodic update described in this Section shall be remitted in the following manner to the ICAPCD:
 - i. In person
 - ii. Electronic Mail with a request "Request a Read Receipt" and/or request within the body of the electronic mail for verification of receipt.
5. SCSD agrees that the following provisions apply with respect to the Final Inspection:
 - a. Notification by SCSD. SCSD agrees to notify the ICAPCD of the completion of the described Project set forth in Section No. 1. This will allow the ICAPCD an opportunity to schedule and conduct a final inspection. Notification by SCSD may be in the following manner:
 - i. In person
 - ii. Electronic Mail with a request "Request a Read Receipt" and/or request within the body of the electronic mail for verification of receipt.
 - b. Final Inspection. SCSD agrees that vital to the final inspection is the verification of the completion of the Project as described and set forth in Section No.1. Once notice has been received by SCSD, that the Project has been completed, the ICAPCD shall conduct a final inspection which shall include but is not limited to:
 - i. Photographic evidence sufficient to identify the Project as the original complete Project described in Section No.1. The photographic evidence may include but is not limited to the photographing of different angular directions identifying the roads, public access ways, signs etc., such that the location of the Project is clearly identifiable.
 - c. Formal Notice of Final Inspection Completeness. SCSD agrees that once the ICAPCD receives verification from the inspector that all material aspects of the newly completed Project, as described and set forth in Section No.1, are true and correct, notification by the ICAPCD to SCSD that the Project is complete shall be in the following manner:
 - i. In person
 - ii. Electronic Mail with a request "Request a Read Receipt" and/or request within the body of the electronic mail for verification of receipt.



IMPERIAL COUNTY AIR POLLUTION CONTROL DISTRICT

6. SCSD affirmatively states that he or she has legal authority to agree sign to the terms of this Agreement.

SALTON COMMUNITY
SERVICES DISTRICT

Date: 04/16/2022

Rogelio Flores

~~Dale Johnson~~, President

Rogelio Flores SCSD

AIR POLLUTION CONTROL DISTRICT

Date: 12-15-21

Matt Dessert

Matt Dessert

Air Pollution Control Officer

**OFFICIAL BUDGET AMENDMENT RESOLUTION OF THE BOARD OF
SUPERVISORS OF THE COUNTY OF IMPERIAL, AUTHORIZING AN
AMENDMENT TO THE FINAL BUDGET FOR FISCAL YEAR 2021-2022
FOR Air Pollution Control District DEPARTMENT**

BUDGET AMENDMENT RESOLUTION NO. 21-22-045

The Final Budget for Fiscal Year 2021-2022 was duly adopted by *Resolution No. 2021-090*, of the Board of Supervisors on September 21, 2021 in accordance with the State of California Government Code; and

The Board of Supervisors has determined it is appropriate to amend the Final Budget, in accordance with proper governmental accounting and financial reporting practices; and

Funds are available, as designated in the requested action; and

Therefore, the Board of Supervisors approves the following action(s):

BUDGET ADJUSTMENTS:

Section 1. Record Revenue Estimate(s):

Fund No.	Fund Title	Object Code	Object Code Title	Amount	
1596001	Air Pollution Control District	491135	Contribution from Trust	\$200,000	00
Total				\$200,000	00

Section 2. Authorize Appropriation(s):

Fund No.	Fund Title	Object Code	Object Code Title	Amount	
1596001	Air Pollution Control District	530080	Special Department Expense – Other	\$200,000	00
Total				\$200,000	00

Section 3. Authorize Transfer of Funds from the following source(s):

FROM:

Fund No.	Fund Title	Object Code	Object Code Title	Amount	
1648000	Clean Air Fund	301000	Fund Balance	\$200,000	00
Total				\$200,000	00

CAPITAL EXPENDITURE AUTHORIZATION:

Section 4. Authorize Specific Capital Item(s) or Project:

Fund No.	Fund Title	Object Code	Object Code Title	Qty	Description	Amount	
Total							

1. Purpose of Budget Amendment:

Appropriate funds from Clean Air Trust for the creation and enhancement of the green space at Desert Shores Community Park, per the agreement with Salton Community Services District.


THE ABOVE AMENDMENT RESOLUTION WAS APPROVED BY ACTION OF THE BOARD at a regular meeting of the Board of Supervisors of the County of Imperial held on the 21st day of December, 2021 by the following vote, to-wit:

AYES: Escobar, Plancarte, M. Kelley, R. Kelley, Castillo

NOES: None

ABSTAINED: None

ABSENT: None



Blanca Acosta, Clerk of the Board of Supervisors
County of Imperial, State of California

cc: Department
Auditor-Controller
CEO
GSA-Budget Fiscal



I hereby certify that the foregoing instrument is a correct copy of the original on file with this office.

Date: 5/10/22

Approved by the Board of Supervisors

Clerk of the Board of Supervisors
County of Imperial

Date

Minute Order #

BY: 
Deputy

FUNDING AGREEMENT

DESERT SHORES COMMUNITY PARK

THIS AGREEMENT FOR FUNDING ("Agreement"), made and entered into this 21 day of December, 2021, 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 the 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 Park ("DSP") (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 project consisting of the paving of the parking lot and driveway and upgrades to the lower lot of the DSP located at 1209 Van Buren Avenue, Ste. 1 Salton City, CA 92275 ("Project") in an attempt to mitigate PM₁₀ pollutants resulting from DSP; and

WHEREAS, SCSD has requested funding through the ICAPCD's Clean Air Trust Fund in the amount of two hundred thousand dollars (\$200,000) to carry out the Project; and

WHEREAS, ICAPCD desires to provide such funding to SCSD, subject to the terms and conditions provide for herein; and

WHEREAS, ICAPCD is authorized to enter into this Agreement under the provisions of California Health and Safety Code section 40701.

WHEREAS, GRANTEE submitted a request letter to ICAPCD seeking funding in the amount of two hundred thousand dollars (\$200,000) for a community greening project, consisting of approximately 33,600 SQFT of green space to be created and/or enhanced at DSP in an attempt to mitigate PM₁₀; and

NOW THEREFORE, for and in consideration of the mutual promises set out herein, ICAPCD and SCSD have and hereby agree as follows:

///

RECEIVED

APR 19 2022

AIR POLLUTION
CONTROL DISTRICT 208

1. INCORPORATION OF RECITALS.

1.1. PARTIES hereby certify that to the best of their knowledge, the above recitals are true and correct.

1.2. The above recitals are hereby adopted and incorporated within this Agreement.

2. DEFINITIONS.

"Scope of Work" shall mean that document that describes the Project and project requirements.

The Scope of Work is attached hereto as Exhibit "A" and incorporated herein by this reference.

3. CONTRACT COORDINATION.

3.1. The Air Pollution Control Officer, or his/her designee, shall be the representative of ICAPCD for all purposes under this Agreement. The Air Pollution Control Officer, or his/her designee, is hereby designated as Contract Manager for ICAPCD. He/she shall supervise the progress and execution of this Agreement.

3.2. SCSD shall assign a single Contract Manager to have overall responsibility for the progress and execution of this Agreement. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute Contract Manager for any reason, the Contract Manager designee shall be subject to the prior written acceptance and approval of ICAPCD's Contract Manager.

4. SCOPE OF WORK.

SCSD shall provide all materials and labor to perform this Agreement consistent with the Scope of Work, attached hereto as Exhibit "A." In the event of a conflict amongst this Agreement and the Scope of Work, this Agreement shall take precedence.

5. WORK TO BE PERFORMED BY SCSD

5.1. SCSD shall comply with all terms, conditions, and requirements of the Scope of Work and this Agreement.

5.2. SCSD shall perform such other tasks as necessary and proper for the full performance of the obligations assumed by SCSD hereunder.

5.3. SCSD shall:

- 5.3.1. Procure all permits and licenses, pay all charges and fees, and give all notices that may be necessary and incidental to the due and lawful prosecution of the work to be performed by SCSD under this Agreement;
- 5.3.2. Keep itself fully informed of all existing and proposed federal, State and local laws, ordinances, regulations, orders and decrees which may affect those under this Agreement;
- 5.3.3. At all times observe and comply with, and cause all of its employees to observe and comply with all of said laws, ordinances, regulations, orders and decrees mentioned above; and
- 5.3.4. Immediately report to ICAPCD's Contract Manager in writing any discrepancy or inconsistency it discovers in said laws, ordinances, regulations, orders, and decrees mentioned above in relation to any provisions of this Agreement.

6. **REPRESENTATIONS BY SCSD**

- 6.1. SCSD represents and warrants that it is a lawful entity possessing all required licenses and authorities to do business in the State of California and perform all aspects of this Agreement.
- 6.2. SCSD represents and warrants that the person or people executing this Agreement on behalf of SCSD have the authority of SCSD to sign this Agreement and bind SCSD to the performance of all duties and obligations assumed by SCSD herein.
- 6.3. SCSD represents and warrants that any employee, contractor, and/or agent who will be performing any of the duties and obligations of SCSD herein possess all required licenses and authorities, as well as the experience and training, to perform such tasks.
- 6.4. SCSD understands that ICAPCD considers the representations made herein to be material and would not enter into this Agreement with SCSD if such representations were not made.
- 6.5. SCSD understands and agrees that in the course of performance of this Agreement, SCSD may be provided with information or data considered by ICAPCD to be confidential. ICAPCD shall clearly identify such information and/or data as confidential. SCSD shall

take all necessary steps necessary to maintain such confidentiality, including but not limited to restricting the dissemination of all material received to those required to have such data in order for SCSD to perform under this Agreement.

7. **TERM OF AGREEMENT.**

This Agreement shall become effective upon the date first written above and shall remain in effect until the work to be performed under Exhibit "A" is completed, unless otherwise terminated as provided for herein.

8. **FUNDING.**

8.1. The total funding under this Agreement shall not exceed two hundred thousand dollars (\$200,000).

8.2. Except as provided in Paragraph 8.1, ICAPCD shall not be responsible to pay SCSD any additional funding, compensation, out-of-pocket expenses, fees, or other remuneration.

9. **PAYMENT OF FUNDING.**

9.1 GRANTEE shall submit a final invoice for reimbursement of work performed upon completion of the Project. GRANTEE shall receive funding for the Project after a final invoice has been received by ICAPCD and the work performed has been reviewed, inspected and approved to be in accordance with Exhibit "A" and Exhibit "B" by ICAPD.

9.2 ICAPCD shall not provide funding for work that is not included in the final invoice unless otherwise agreed to in writing by both Parties.

9.3 ICAPCD shall not be responsible to pay SCSD any funding if SCSD fails to complete the Project or the work performed has not been reviewed, inspected and approved to be in accordance with Exhibit "A" and Exhibit "B" by ICAPCD.

10. **METHOD OF PAYMENT.**

Upon the satisfactory completion of the Project, SCSD may expect to receive funding within a reasonable time thereafter, and in any event, in the normal course of business, within thirty (30) days

after ICAPCD has approved the completion of the Project in accordance with Exhibit "A and Exhibit "B."

11. PREVAILING WAGE, REGISTRATION, APPRENTICESHIP, AND OTHER REQUIREMENTS.

11.1. SCSD is hereby on notice that the work to be performed under this Agreement in connection with the Project may be subject to the prevailing wage, registration, apprenticeship, and other provisions of the California Labor Code.

11.2. In the event a determination is made by the California Department of the Industrial Relations ("DIR") that said Work is "public works" within the meaning of the California Labor Code, the SCSD agrees to the fullest extent permitted by law to indemnify, defend, protect and hold ICAPCD and its representatives, officers, directors, designees, employees, agents, successors and assigns harmless from any and all claims, expenses, liabilities, causes of action, demands, losses, penalties, attorneys' fees and costs, in law or equity, of every kind and nature whatsoever arising out of or in connection with such a determination, and further agrees to abide by the following provisions:

11.2.1. Prevailing Wage. SCSD and its subcontractors shall pay all workers employed on the Project the higher of either the rates determined by the Director of DIR, or when applicable, the Davis-Bacon Federal wage rates as supplemented by the Department of Labor regulations.

- (a) Copies of the State prevailing rate of per diem wages are on file with the Department of Industrial Relations, Division of Apprenticeship Standards, 445 Golden Gate Avenue, San Francisco, California, and at the Imperial County Department of Public Works, and are available to SCSD and any other interested party upon request.
- (b) SCSD shall post the prevailing rate of per diem wages at the Project work site.
- (c) SCSD is responsible for compliance with the provisions herein.

11.2.2. Mandatory Registration with the Department of Industrial Relations - NEW REQUIREMENTS PURSUANT TO SB 854.

- (a) SCSD and its subcontractors shall register with the DIR and pay all applicable fees as set forth in Labor Code section 1725.5.
- (b) SCSD and its subcontractors acknowledge that they shall not be listed on any bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5. The requirements of this section shall apply unless one of the limited exceptions provided under Labor Code Section 1771.1(a) applies.
- (c) SCSD and its subcontractors acknowledge that they shall not be awarded any contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5.
- (d) The work on the Project described herein may be subject to compliance monitoring and enforcement with the DIR.
- (e) For further information concerning compliance with SB 854, please visit: <http://www.dir.ca.gov/Public-Works/SB854.html>.

11.2.3. Cognizance of Violations by ICAPCD.

- (a) SCSD understands and agrees that ICAPCD shall take cognizance of violations of Chapter 1 of Part 7 of Division 2 of the California Labor Code committed in the course of the execution of this Agreement, and shall promptly report any suspected violations to the Labor Commissioner.
- (b) If applicable, SCSD may bring an action in a court of competent jurisdiction to recover from ICAPCD the difference between the wages actually paid to an employee and the wages that were required to be paid to an employee pursuant to Chapter 1 of Part 7 of Division 2 of the California Labor Code, any penalties required to be paid pursuant to

Chapter 1 of Part 7 of Division 2 of the California Labor Code, and costs and attorney's fees related to the action, if either of the following is true:

- (i) ICAPCD previously affirmatively represented to SCSD in writing, in the call for bids, or otherwise, that the work was not a "public work," as defined in Chapter 1 of Part 7 of Division 2 of the California Labor Code; or
- (ii) ICAPCD received actual written notice from the Department of Industrial Relations that the work is a "public work," as defined in Chapter 1 of Part 7 of Division 2 of the California Labor Code, and failed to disclose that information to SCSD before the bid opening or award.

11.2.4. Prevailing Wage Rates and Payroll Records.

- (a) SCSD agrees to comply with §§ 1775 and 1776 of the California Labor Code relating to the payment of prevailing wage and the maintenance of certified payroll records and to make the certified payroll records available for inspection at all reasonable hours at SCSD' principal office. The responsibility for compliance with these provisions is fixed with SCSD. SCSD understands and agrees that it shall, as a penalty to ICAPCD, forfeit specific monetary fines for each worker paid less than the prevailing wage rates as determined by the Labor Commissioner for the work or craft in which the worker is employed for any work done pursuant to this Agreement.
- (b) SCSD shall be liable for penalties when a subcontractor fails to pay its workers the general prevailing rate of per diem wages and any of the following conditions are met:
 - (i) SCSD had knowledge of the failure of the subcontractor to pay the specified prevailing rate of wages to those workers; or

- (ii) SCSD fails to comply with the following requirement: The contract executed between SCSD and the subcontractor for the performance of work on the Project shall include a copy of the provisions of California Labor Code §§ 1771, 1775, 1776, 1777.5, 1813 and 1815; and
- (iii) SCSD fails to comply with the following requirement: SCSD shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor; and
- (iv) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, SCSD shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the Project; and
- (v) Prior to making final payment to the subcontractor for work performed on the Project, SCSD shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the Project work and any amounts due pursuant to California Labor Code § 1813.

11.2.5. Work Day and Work Week Requirements.

- (a) SCSD agrees to comply with §§ 1810 through 1815 of the California Labor Code and, when applicable, sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. §§ 3700 et seq., as supplemented by the Department of Labor regulations, which provide that SCSD's workers and their subcontractors' workers may not be required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week.

- (b) Work performed by employees of SCSD or their subcontractor in excess of eight (8) hours per day, and forty (40) hours during any one (1) week, shall be compensated for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.
- (c) The responsibility for compliance with these provisions is fixed with SCSD. SCSD understands and agrees that they shall, as a penalty to ICAPCD, forfeit specific monetary fines to ICAPCD should SCSD or their subcontractors fail to comply with the provisions contained within this paragraph.

11.2.6. Apprenticeship Requirements.

- (a) SCSD agrees to comply with §§ 1777.5, 1777.6 and 1777.7 of the California Labor Code relating to the employment of apprentices and to provide ICAPCD with copies of any contract award information and verified statements of the journeyman and apprentice hours performed pursuant to this Agreement as required by § 1777.5(e).
- (b) The responsibility for compliance with these provisions is fixed with SCSD for all apprenticeable occupations, where journeymen in the craft are employed on the public work, in a ratio of not less than one (1) apprentice for each five (5) journeymen (unless an exemption is granted in accordance with § 1777.5) and SCSD and their subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public work solely on the ground of race, religious creed, color, national origin, ancestry, sex, or age, except as provided in California Labor Code § 3077.
- (c) If the Project work falls within the jurisdiction of California Labor Code § 1777.5, ICAPCD shall, within five (5) days of the award, send a copy of the award to the Division of Apprenticeship Standards. In addition, ICAPCD shall notify the Division of Apprenticeship Standards of a

finding of any discrepancy regarding the ratio of apprentices to journeymen within five (5) days of the finding.

11.2.7. Labor Standards Compliance Requirements.

- (a) It is SCSD's responsibility to provide all labor compliance documentation from their subcontractors completely and accurately in a timely manner. SCSD are responsible to review promptly and then forward on all required documentation to ICAPCD per the time schedules in the Labor Compliance Handout.

12. TIME FOR COMPLETION OF THE WORK.

12.1. The Parties agree that time is of the essence in the performance of this Agreement.

12.2. Time extensions may be allowed for delays caused by ICAPCD, other governmental agencies, or factors not directly brought about by the negligence or lack of due care on the part of SCSD

12.2.1. Such requests for extension shall be in writing and shall be forwarded to the attention of the ICAPCD Contract Manager.

12.2.2. All requests for extension outline the factual bases for the request.

13. MAINTENANCE AND ACCESS OF BOOKS AND RECORDS.

SCSD shall maintain books, records, documents, reports and other materials developed under this Agreement as follows:

13.1. SCSD shall maintain all reports, documents, and records, which demonstrate performance under this Agreement for a minimum period of five (5) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

13.2. Any records or documents required to be maintained by SCSD pursuant to this Agreement shall be made available to ICAPCD for inspection or audit at any time during SCSD's regular business hours; provided that ICAPCD provides SCSD with seven (7) days advanced written or e-mail notice. Copies of such documents shall, at no cost to ICAPCD, be provided to ICAPCD for inspection at SCSD's address indicated for receipt of notices under this Agreement.

14. SUSPENSION OF AGREEMENT.

ICAPCD's Contract Manager shall have the authority to suspend this Agreement, in whole or in part, for such period as deemed necessary due to unfavorable conditions or to the failure on the part of SCSD to perform any provision of this Agreement.

15. TERMINATION.

15.1. Any failure by either Party to perform any term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following written notice of such failure from the other Party, unless such period is extended by mutual written consent, shall constitute a default under this Agreement. Any notice given pursuant to this section shall specify the nature of the alleged failure and, where possible, the manner in which the failure may be satisfactorily cured.

15.2. Upon failure to cure as herein provided, the Party alleging the failure may institute legal or equitable proceedings to enforce this Agreement.

16. INSPECTION.

SCSD shall furnish ICAPCD with every reasonable opportunity for ICAPCD to ascertain that the work being performed by SCSD is in accordance with the requirements and intentions of this Agreement. The inspection of such work shall not relieve SCSD of any of its obligations to fulfill its Agreement as prescribed.

17. INTEREST OF SCSD.

17.1. SCSD covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder.

17.2. SCSD covenants that, in the performance of this Agreement, no subcontractor or person having such an interest shall be employed.

17.3. SCSD certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of ICAPCD.

18. INDEMNIFICATION.

To the greatest extent permitted by law, SCSD agrees to indemnify, defend, protect and hold harmless ICAPCD and its representatives, officers, directors, designees, employees, successors and assigns from and against any and all claims, actions, demands, liabilities, damages, losses, and expenses of whatever kind, which are in any manner in whole or in part, or which are caused or contributed to in whole or in part, or which are claimed to be caused or contributed to in whole or in part even though such claims may be groundless, false, or fraudulent, by any willful misconduct or negligence, whether active or passive of SCSD, or anyone acting under his direction in connection with or incident with the services provided hereunder, unless the same be caused by the sole or concurrent negligence or willful misconduct of ICAPCD.

19. INSURANCE REQUIREMENTS.

19.1. SCSD hereby agrees, at its sole cost and expense, to obtain and maintain in full force during the entire term of this Agreement (or extended term thereof) the following types of insurance as detailed below:

19.1.1. Commercial General Liability. Coverage in a minimum amount of one million dollars (\$1,000,000) combined single limit to any one person, and two million dollars (\$2,000,000) aggregate for any one accident, including personal injury, death, and property damage.

19.1.2. Commercial Automobile Liability.

- (a) Coverage in a minimum amount of one million dollars (\$1,000,000) combined single limit and one million dollars (\$1,000,000) aggregate, including owned, non-owned, and hired vehicles.
- (b) Commercial Automobile Liability coverage shall not be required if SCSD does not, at any time, own or rent any automobile during the term of this Agreement, and any extension thereof.
 - (i) If SCSD does not own or rent an automobile, initial here _____.
 - (ii) Should this status change, SCSD shall immediately notify ICAPCD in writing and comply with the insurance requirements above.

19.1.3. Workers' Compensation.

- (a) Coverage, if applicable, in full compliance with California statutory requirements, for all employees of SCSD
- (b) Prior to the commencement of any work, SCSD shall sign and file with ICAPCD the following certification: "I am aware of the provisions of California Labor Code §§3700 et seq. which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."
- (c) This certification is included in this Agreement and signature of the Agreement shall constitute signing and filing of the certificate.
- (d) SCSD understands and agrees that any and all employees, regardless of hire date, shall be covered by Workers' Compensation pursuant to statutory requirements prior to beginning any work on the Project.
- (e) Worker's Compensation coverage shall not be required if SCSD does not, at any time, have any employees during the term of this Agreement, and any extension thereof.
 - (i) If SCSD does not have any employees, initial here _____.
 - (ii) Should status change, SCSD shall immediately notify ICAPCD in writing and comply with the insurance requirements above.

19.1.4. Employers Liability.

- (a) Coverage, if applicable, in the minimum amount of one million dollars (\$1,000,000) per accident for bodily injury and disease.
- (b) Employer's Liability coverage shall not be required if SCSD does not, at any time, have any employees during the term of this Agreement, and any extension thereof.
 - (i) If SCSD does not have any employees, initial here _____.

- (ii) Should this status change, SCSD shall immediately notify ICAPCD in writing and comply with the insurance requirements above.

19.2. Special Insurance Requirements. All insurance required shall:

- 19.2.1.** Be procured from California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide, acceptable to ICAPCD. A rating of at least A-VII shall be acceptable to ICAPCD; lesser ratings must be approved in writing by ICAPCD.
- 19.2.2.** Be primary coverage as respects ICAPCD and any insurance or self-insurance maintained by ICAPCD shall be in excess of SCSD's insurance coverage and shall not contribute to it.
- 19.2.3.** Name the Imperial County Air Pollution Control District and the County of Imperial and their officers, employees, and volunteers as additional insured on all policies, except Workers' Compensation insurance, and provide that ICAPCD may recover for any loss suffered by ICAPCD due to SCSD's negligence.
- 19.2.4.** State that it is primary insurance and regards ICAPCD and County of Imperial as additional insureds and contains a cross-liability or severability of interest clause
- 19.2.5.** Not be canceled, non-renewed or reduced in scope of coverage until after thirty (30) days written notice has been given to ICAPCD. SCSD may not terminate such coverage until it provides ICAPCD with proof that equal or better insurance has been secured and is in place. Cancellation or change without prior written consent of ICAPCD shall, at the option of ICAPCD, be grounds for termination of this Agreement.

19.3. Additional Insurance Requirements.

- 19.3.1.** ICAPCD is to be notified immediately of all insurance claims. ICAPCD is also to be notified if any aggregate insurance limit is exceeded.
- 19.3.2.** The comprehensive or commercial general liability shall contain a provision of endorsements stating that such insurance:

- (a) Includes contractual liability;
- (b) Does not contain any exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to by insurers as the "XCU Hazards;"
- (c) Does not contain a "pro rata" provision which looks to limit the insurer's liability to the total proportion that its policy limits bear to the total coverage available to the insured;
- (d) Does not contain an "excess only" clause which require the exhaustion of other insurance prior to providing coverage;
- (e) Does not contain an "escape clause" which extinguishes the insurer's liability if the loss is covered by other insurance;
- (f) Includes ICAPCD and County of Imperial as additional insureds.
- (g) States that it is primary insurance and regards ICAPCD and County of Imperial as additional insureds and contains a cross-liability or severability of interest clause.

19.4. Deposit of Insurance Policy. Promptly on issuance, reissuance, or renewal of any insurance policy required by this Agreement, SCSD shall, if requested by ICAPCD, provide ICAPCD satisfactory evidence that insurance policy premiums have been paid together with a duplicate copy of the policy or a certificate evidencing the policy and executed by the insurance company issuing the policy or its authorized agent.

19.5. Certificates of Insurance. SCSD agrees to provide ICAPCD with the following insurance documents on or before the effective date of this Agreement:

19.5.1. Complete copies of certificates of insurance for all required coverages, including additional insured endorsements, shall be attached hereto as Exhibit "B" and incorporated herein.

19.5.2. The documents enumerated in this Paragraph shall be sent to the following:

County of Imperial
Risk Management Department
940 Main Street, Suite 101
El Centro, CA 92243

and

Imperial County Air Pollution Control District
150 South 9th Street
El Centro, CA 92243

- 19.6. Additional Insurance. Nothing in this, or any other provision of this Agreement, shall be construed to preclude SCSD from obtaining and maintaining any additional insurance policies in addition to those required pursuant to this Agreement.
20. INDEPENDENT CONTRACTOR.
- 20.1. Nothing contained herein shall be construed to create, and the Parties hereto expressly disclaim any intent to create, any form of agency relationship, joint venture, or partnership.
- 20.2. SCSD on its own behalf, and on the behalf of its agents and employees, agrees that SCSD is acting as an independent contractor, and not as an agent, officer or employee of ICAPCD.
- 20.3. SCSD is not an employee of ICAPCD and is only responsible for the requirements and results specified by this Agreement.
- 20.4. SCSD shall be responsible to ICAPCD only for the requirements and results specified by this Agreement and except as specifically provided in this Agreement, shall not be subject to ICAPCD's control with respect to the physical actions or activities of SCSD in fulfillment of the requirements of this Agreement.
- 20.5. SCSD is not, and shall not be, entitled to receive from, or through, ICAPCD, and ICAPCD shall not provide, or be obligated to provide, SCSD with Workers' Compensation coverage or any other type of employment or worker insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of ICAPCD.

- 20.6. SCSD shall not be entitled to have ICAPCD withhold or pay, and ICAPCD shall not withhold or pay, on behalf of SCSD, any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program, or any other type of pension, annuity, or disability program required or provided by any federal, state, or local law or regulation.
- 20.7. SCSD shall not be entitled to participate in, or receive any benefit from, or make any claim against any ICAPCD fringe benefit program, including, but not limited to, ICAPCD's pension plan, medical and health care plan, dental and eye care plan, life insurance plan, or any other type of benefit program, plan, or coverage designated for, provided to, or offered to ICAPCD's employees.
- 20.8. ICAPCD shall not withhold or pay, on behalf of SCSD, any federal, state, or local tax, including, but not limited to, any personal income tax, owed by SCSD
- 20.9. SCSD is, and at all times during the term of this Agreement, shall represent and conduct itself as an independent contractor, not as an employee of ICAPCD.
- 20.10. SCSD shall not have the authority, express or implied, to act on behalf of, bind, or obligate ICAPCD in any way without the written consent of ICAPCD.

21. ASSIGNMENT.

Neither this Agreement nor any duties or obligations hereunder shall be assignable by SCSD without the prior written consent of ICAPCD.

22. NON-DISCRIMINATION.

- 22.1. During the performance of this Agreement, SCSD and its subcontractors SCSD shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over forty (40)), marital status and denial of family care leave.

- 22.2. SCSD and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- 22.3. SCSD and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285 et seq.).
- 22.4. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- 22.5. The applicable regulations of §504 of the Rehabilitation Act of 1973 (29 U.S.C. §794 (a)) are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- 22.6. SCSD and its subcontractors shall give written notice of their obligations under Section 22 to labor organizations with which they have a collective bargaining or other agreement.
- 22.7. SCSD shall include the nondiscrimination and compliance provisions of Section 22 in all subcontracts to perform work under this Agreement.

23. NOTICES.

- 23.1. Any notice by either party to the other shall be personally delivered to the party or sent by certified mail, return receipt requested, to the addresses set forth below:

ICAPCD:

Imperial County Air Pollution Control District
150 South 9th Street
El Centro, CA 92243

SCSD:

Salton Community Services District
1209 Van Buren Avenue, Ste 1
Salton City, CA 92275

and

Imperial County Air Pollution Control District
Clerk of the District Board of Directors
940 West Main Street, Suite 209
El Centro, CA 92243

23.2. Notice shall be deemed to have been delivered only upon receipt by the Party, seventy-two (72) hours after deposit in the United States mail, or twenty-four (24) hours after deposit with an overnight carrier.

23.3. The addressees and addresses for purposes of this Section may be changed to any other addressee and address by giving written notice of such change. Unless and until written notice of change of addressee and/or address is delivered in the manner provided in this Section, the addressee and address set forth in this Agreement shall continue in effect for all purposes hereunder.

24. **ENTIRE AGREEMENT.**

This Agreement contains the entire contract between ICAPCD and SCSD relating to the transactions contemplated and supersedes all prior or contemporaneous agreements, understandings, provisions, negotiations, representations, or statements, either written or oral.

25. **MODIFICATION.**

No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing and signed by both Parties.

26. **CAPTIONS.**

Captions in this Agreement are inserted for convenience of reference only and do not define, describe, or limit the scope or the intent of this Agreement or any of the terms thereof.

27. **PARTIAL INVALIDITY.**

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

28. **GENDER AND INTERPRETATION OF TERMS AND PROVISIONS.**

28.1. As used in this Agreement, and whenever required by the context thereof, each number, both singular and plural, shall include all numbers, and each gender shall include all genders.

28.2. SCSD as used in this Agreement or in any other document referred to in or made a part of this Agreement shall likewise include the singular and the plural, a corporation, a partnership, individual, firm or person acting in any fiduciary capacity as executor, administrator, trustee or in any other representative capacity or any other entity.

28.3. All covenants herein contained on the part of SCSD shall be joint and several if more than one person, firm, or entity executes the Agreement.

29. **WAIVER.**

No Waiver of any breach or of any of the covenants or conditions of this Agreement shall be construed to be a waiver of any other breach or to be a consent to any further or succeeding breach of the same or any other covenant or condition.

30. **CHOICE OF LAW.**

This Agreement shall be governed by the laws of the State of California. This Agreement is made and entered into in Imperial County, California. To the extent permitted by law, any action brought by either Party with respect to this Agreement shall be brought in a court of competent jurisdiction within said County.

31. **AUTHORITY.**

31.1. Each individual executing this Agreement on behalf of SCSD represents and warrants that:

31.1.1. He/She is duly authorized to execute and deliver this Agreement on behalf of SCSD; and

31.1.2. Such execution and delivery is in accordance with the terms of any Articles of Incorporation or Partnership, by-laws, or Resolutions of SCSD and;

31.2. This Agreement is binding upon SCSD accordance with its terms.

31.3. SCSD shall deliver to ICAPCD evidence acceptable to ICAPCD of the foregoing within thirty (30) days of execution of this Agreement.

32. **COUNTERPARTS.**

This Agreement (as well as any amendments hereto) may be executed in any number of counterparts, each of which when executed shall be an original, and all of which together shall

constitute one and the same Agreement. No counterparts shall be effective until all Parties have executed a counterpart hereof.

33. REVIEW OF AGREEMENT TERMS.

This Agreement has been reviewed and revised by legal counsel for both ICAPCD and SCSD, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of the same or any subsequent amendments thereto.

34. NON-APPROPRIATION.

This Agreement is based upon the availability of public funding. In the event that public funds are unavailable and not appropriated for the performance of the work set forth in this Agreement, the Agreement shall be terminated without penalty after written notice to SCSD of the unavailability and/or non-appropriation of funds.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first above written.

Imperial County Air Pollution Control District

By: Michael W. Kelley
Michael W. Kelley, Chairman
District Board of Directors

Salton Community Services District
(SCSD)

By: Rogelio Flores
~~Dale Johnson~~, President
SCSD
Rogelio Flores

ATTEST:

Blanca Acosta

Blanca Acosta, Clerk of the District Board,
Imperial County Air Pollution Control District

APPROVED AS TO FORM:

Eric Havens, County Counsel

By: Eric Havens

Deputy County Counsel

State of California - Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

GRANT CONTRACT
2018 Parks Bond Act
Per Capita Grant Program

GRANTEE Salton CSD

THE PROJECT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2024

CONTRACT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2048

The GRANTEE agrees to the terms and conditions of this Contract, and the State of California, acting through its Director of the Department of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the GRANT SCOPE(s) as defined in the GRANT SCOPE/Cost Estimate Form or acquisition documentation for the application(s) filed with the State of California.

The General and Special Provisions attached are made a part of and incorporated into the Contract.

Salton CSD

By

Grantee

(Signature of Authorized Representative)

Title General Manager

Date

4/16/2022

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

DocuSigned by:

Jana Clarke

By

Date

5/5/2022

CERTIFICATION OF FUNDING
(For State Use Only)

CONTRACT NO. C9801243	AMENDMENT NO.	FISCAL SUPPLIER I.D. 0000148542	PROJECT NO. 18-13-017
AMOUNT ENCUMBERED BY THIS DOCUMENT \$177,952.00	FUND. Drought, Water, Cln Air, Cstl Protc, Outdoor Fund		
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT	ITEM 3790-101-6088	CHAPTER 29	STATUTE 18
TOTAL AMOUNT ENCUMBERED TO DATE \$177,952.00	Reporting Structured. 37900091	Account/Alt Account. 5432000-5432000000	ACTIVITY CODE 69801
			PROJECT / WORK PHASE 379000001813017

I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as "GRANTOR," "DEPARTMENT" or "STATE") and Salton CSD (hereinafter referred to as "GRANTEE").

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed \$177,952, subject to the terms and conditions of this AGREEMENT and the 2018/19 California State Budget, Chapter 29, statutes of 2018, Item number – 3790-101-6088 (appropriation chapter and budget item number hereinafter referred to as "PER CAPITA GRANT"). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 01, 2018 to June 30, 2024.

II. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term "ACT" means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term "APPLICATION" means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term "DEPARTMENT" or "STATE" means the California Department of Parks and Recreation.
4. The term "DEVELOPMENT" means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term "GRANTEE" means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form or acquisition documentation found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term "PROCEDURAL GUIDE" means the document identified as the "Procedural Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Per Capita Program." The

PROCEDURAL GUIDE provides the procedures and policies controlling the administration of the grant.

B. Project Execution

1. Subject to the availability of GRANT MONIES, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.
3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

C. Project Costs

1. GRANTEE agrees to abide by the PROCEDURAL GUIDE.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the PROCEDURAL GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the

grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.

2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The Grant Performance Period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) PROCEDURAL GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.
5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.
3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project

termination or issuance of final payment, whichever is later.

2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this contract. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.
4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.
4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.

5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

K. Severability

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

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE's and STATE'S interest against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

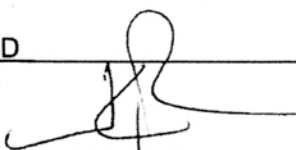
O. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

P. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

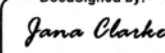
Salton CSD
GRANTEE

By: 
Signature of Authorized Representative

Title: GENERAL MANAGER

Date: 4/16/2022

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By: 
06GAD152004346D

Date: 5/5/2022



1209 Van Buren Avenue, Suite 1
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

December 11, 2019

RE: Franchise Agreement Between SCSD and Burrtec Waste and Recycling Services

Dear Mike Veto,

Enclosed is the Exclusive Franchise Agreement for Solid Waste and Recycling Services between Salton Community Services District and Burrtec Waste and Recycling Services, LLC.

Should you have any questions, feel free to contact me at (760) 394-4446.

Regards,

Sandy Kaelberer
Executive Assistant

**FIRST AMENDMENT TO EXCLUSIVE FRANCHISE AGREEMENT FOR SOLID WASTE
AND RECYCLING SERVICES BETWEEN THE SALTON COMMUNITY SERVICES
DISTRICT AND BURRTEC WASTE AND RECYCLING SERVICES, LLC**

This First Amendment to Exclusive Franchise Agreement for Solid Waste and Recycling Services between the Salton Community Services District and Burrtec Waste and Recycling Services, LLC ("First Amendment") is entered into this _____ day of _____, 2018, by and between Burrtec Waste & Recycling Services, LLC a California limited liability company (the "Contractor"), and the Salton Community Services District, a community services district organized under the laws of the State of California (the "District"). Contractor and District are sometimes individually referred to as "Party" and collectively as "Parties" in this First Amendment.

RECITALS

- A. Effective as of September 15, 2009, Contractor and the District entered into that certain Exclusive Franchise Agreement for Solid Waste and Recycling Services between the Salton Community Services District and Burrtec Waste and Recycling Services, LLC (the "Agreement");
- B. The Contractor and District wish to amend the Agreement to include such other terms and conditions set forth in this First Amendment.

NOW THEREFORE, based on and in consideration of the foregoing recitals, the mutual promises herein and for other good and valuable consideration, the receipt of which is acknowledged by both parties, the parties agree as follows:

For collection purposes the District would like to place all District Residents on the Imperial County Tax Roll for Solid Waste and Recycling Services. Residents who wish to not be placed on the Imperial County Tax Roll for Solid Waste and Recycling Services will have the option to "opt-out". The following "opt-out" options are: direct billing for Solid Waste and Recycling

Services by Burrtec Waste & Recycling Services, LLC or Self-Hauling. Self-Haulers must meet all registration requirements stipulated within and by the District General Manager. District Residents whom have opted out of being placed on the Imperial County Tax Roll whose accounts become delinquent on two or more billing cycles will have their services suspended and will automatically then be placed on the Imperial County Tax Roll the following Tax Roll cycle. Once the delinquent account is placed on the Imperial County Tax Roll the only option to “opt-out” will be by Self-Hauling.

1. Billing

Section G.1.a. of the Agreement shall be amended to read as follows:

“a. Residential Premises. (Contractor) shall bill all Residential Premises receiving Collection who do not “opt-out” as provided herein, via the County tax roll at Contractor’s expense. Contractor shall submit updated residential billing information to the District on or before July 15th of each year. District shall review the information and request any additional data, changes, or additions as required. Contractor shall promptly provide such additional or revised information to the District such that the District can review the new information provided and (approve billing information for Contractor to) meet the County due date of August 10 for submittal of the tax roll billing data to the County. Contractor shall work with the District and County staff as needed to ensure that all billing information is complete, accurate, compliant with all applicable law, and received in a format that is acceptable to the District and to the County of Imperial. With respect to tax roll receipts received by the District, the District shall deduct from the payments due to Company the franchise fee amount or other fees owed to the District pursuant to Section J of this Agreement. The District shall remit the net portion due to Contractor in two (2) equal installments due within thirty (30) days of receipt of each tax bill installment payment from the County of Imperial. In the case of Residential Premises which are not placed on the tax roll, Contractor shall bill Residential Premises receiving individual Collection every four (4) months in advance of service. Payment on such billings shall be due within ten (10) days and delinquent after thirty (30) days. Residential Premises delinquent on two or more billing cycles will have their services suspended and then be placed on the County tax roll for the next billing cycle. Once the account has been placed on the County Tax Roll, the District Resident then may have the option to “opt-out” via Self Haul only. Residential Premises electing not to go on the County tax roll will be required to submit an “opt out” form on or before May 31st of each year to Contractor.

“c. Discounted Rate. Residential Premises receiving individual collection via the County tax roll will receive a \$1.00 a-month discounted rate.

2. Self-Hauling.

The following provisions regarding self -haulers shall be incorporated into and made a part of the Agreement:

A. Self -Haulers. Self-haulers registered and operating in accordance with this chapter are only permitted to Collect, transport and dispose of Solid Waste generated by and upon the self-hauler’s own premises. Under no circumstances may a self-hauler Collect, transport or dispose of Solid Wastes generated upon Premises that are not owned, operated or controlled by the self-hauler. Notwithstanding any other provision of this chapter, registered self-haulers shall not be permitted to share, place Solid Waste in, or to otherwise use the bin, cart, rolloff box, or other container of another person or business.

B. Registration. All self-haulers shall subscribe to the following registration requirements:

1. Each self-hauler shall obtain registration from the District General Manager. Self-haulers must renew their registrations at the commencement of each Fiscal Year. Initial applications following the adoption of these regulations, for the 2019-2020 Fiscal Year, must be submitted to the General Manager on or before May 31, 2019, and by each May 31st thereafter.
2. The application to register for self-hauling, whether upon initial application or renewal, shall include the following: (a) a list of all transport and disposal equipment to be used by the self-hauler; (b) a written explanation of where all Solid Waste will be delivered for disposal and diversion; and any other information deemed necessary by the General Manager to ensure protection of public health, safety and sanitary needs.
3. Renewal applications shall additionally include: (a) receipts from self-hauling activities undertaken in the prior year demonstrating that the applicant has effectively diverted at least fifty percent of all Solid Waste generated at its

Premises from landfills in a manner that complies with the requirements of AB 939; and (b) receipts from self-hauling activities undertaken in the prior year demonstrating that the applicant has delivered Solid Waste generated at its Premises to appropriate disposal or recycling facilities at least as frequently (once a week) as collection is required for such self-hauler by the General Manager.

4. The General Manager shall approve the application if it meets the requirements of this section, and if the equipment, containers, diversion plan and disposal plan meet with his or her reasonable satisfaction, and if evidence of past diversion and disposal requirements demonstrate the applicant has complied with the fifty-percent diversion requirement and otherwise complied with all laws related to disposal of Solid Waste.

C. Containers. Each self-hauler shall provide its own bins, carts, rolloff boxes or other containers. Bins, carts, rolloff boxes or other containers utilized by self-hauler must conform to industry standards for Solid Waste disposal and must be approved by the General Manager in writing prior to issuance of a self-hauler registration.

1. All containers shall be maintained in good repair, and any question as to the meaning of this standard shall be resolved by the General Manager;
2. All containers shall be maintained in a sealed, watertight condition;

D. Collection and Transport Equipment. Collection and transport equipment, including but not limited to transport trucks and vehicles, utilized by a self-hauler must be approved by the General Manager in writing prior to issuance of a self-hauler registration.

E. Non-Commercial Venture. It is the intent of this chapter to prevent and proscribe self-hauling activities undertaken as a commercial enterprise. Self-haulers must obtain all equipment, including containers and collection and transportation equipment, at a fair market value that does not include any hauling services, "free" or otherwise. A self-hauler may utilize its own employees to undertake self-hauling

activities, but under no circumstance may a self-hauler utilize an independent contractor or any other person or entity for waste disposal services other than a franchisee.

- F. Other Recycling Obligations. Self-haulers shall recycle all recyclable materials not otherwise addressed by this section to a degree and in a manner consistent with standards generally applicable to the Solid Waste disposal industry and as required by law.
- G. Collection Frequency. Unless otherwise specifically provided in this chapter, self-haulers shall remove Solid Wastes from their Premises at least once a week. However, upon application to the District for a self-hauler permit, the General Manager may determine a different frequency for Solid Waste collection, transport and disposal from the self-hauler's Premises. This determination shall be based upon the nature of the Premises, the type of Solid Waste generated by the Premises, and the collection capacity of the self-hauler as demonstrated by information in the application.
- H. Hazardous and Special Wastes. Unless lawfully and currently licensed under state, federal and local laws, no self-hauler shall engage in the collection, transport or disposal of hazardous waste or special wastes.
- I. Revocation. The General Manager may revoke a self-hauler permit if the permittee either (1) fails to divert at least fifty percent of all Solid Waste generated at its Premises from landfills in a manner that complies with the requirements of AB 939; or (2) fails to deliver Solid Waste generated at its Premises to appropriate disposal or recycling facilities at least as frequently as collection is required for such self-hauler by the General Manager.

3. Refund for Vacant Properties.

Customers that own Single Family Dwellings which are vacant for more than thirty (30) days shall be entitled to a refund from Contractor for any amounts paid on the tax rolls for services hereunder for each thirty (30) day period during which the vacancy exists. Such Customers shall be responsible to provide reasonable evidence to Contractor, pursuant to such guidelines as the General Manager is hereby authorized to develop, demonstrating the Premises was vacant for the period in question and payments for

which reimbursement is sought was placed on the tax rolls for the Premises and paid. Request for refunds shall be made twelve (12) months of the date payment is due as established by the County Tax Assessor. Contactor shall be responsible to develop a methodology for evaluating and paying such refund requests, which shall be subject to the General Manager's approval. Any customer grievance regarding a request for a refund pursuant to this section may be appealed by the customer to the General Manager whose decision shall be final. Contractor shall be entitled to receive a credit against future Franchise Fee payments for overpayments of Franchise Fees that may occur due to refunds provided pursuant to the section.

4. Other terms and Conditions Unchanged.

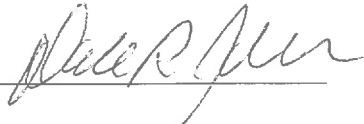
Except as expressly modified by the First Amendment, all other terms and conditions of the Agreement shall remain unchanged. In the event of any conflict between the terms and conditions in this First Amendment shall prevail and control.

5. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed by and through their respective authorized officers, as of the date first above written.

SALTON COMMUNITY SERVICES
DISTRICT

By: 
(Signature)

Dale Johnson
President of the Board

12-10-19
(date)

BURRTEC WASTE AND
RECYCLING SERVICES, LLC

By: 
(Signature)

Cole Burr
President

(date)

ATTEST:


By: _____

(Signature)

Secretary of the Board

APPROVED:

By:



(Signature)

General Manager

APPROVED AS TO FORM:

By: _____

(Signature)

General Counsel



Salton Community Services District Wastewater Rate Study

**Rural Community
Assistance Corporation**



Prepared by:
Raul Vazquez

Rural Community Assistance
Corporation

3120 Freeboard Drive, Suite 201
West Sacramento, CA 95961

April 2021
Updated January 2023

Funded by: This document was
prepared using funds under Prop 1.

TA Work Plan Number: AR 6058

Executive Summary

Salton Community Service District [SCSD or District] serves communities that include Salton City and Desert Shores, California, which have a population of approximately 6,250 residents and a Median Household Income (MHI) of **\$34,087** as estimated by the 2015-2019 5-year American Community Survey. Consisting of wastewater collection and treatment facilities owned and operated by the District, SCSD provides wastewater services to approximately twenty-seven hundred active connections.

In January of 2020 RCAC received a technical assistance request from the District to conduct a wastewater rate study to ascertain rates that would meet its existing and future revenue needs. Developing a sustainable, fair, and justifiable rate structure was identified as the key objective of this study. This study is intended to assure compliance with California Proposition 218 as it relates to fee setting. The goal of this rate study, therefore, is to develop a suitable five-year rate structure and annual fee schedule that produces revenues adequate to meet the operating and capital financial needs of SCSD and which complies with Proposition 218. Due to higher than projected inflation increases in 2022, RCAC was asked to update the rate study.

RCAC examined financials, assets, and other data provided by the District. RCAC also consulted with SCSD staff to identify current and future operating and capital needs, community growth, and related reserves. This study's objective is to identify sustainable, equitable and justifiable rates SCSD can charge for their wastewater service area.

Under SCSD's existing rate structure, wastewater rates are based on an annual fee for its service area which includes Salton City, Vista Del Mar, and Desert Shores residential units connected to wastewater service. Salton City (SC) residential units are charged an annual fee of \$640.74 and those with an extra lot are charged an additional \$21.00 standby fee. Salton City Elementary School is charged per student at \$15.53 each. The Salton City High School is charged at \$46.53 per student. Additionally, SCSD charges two standby fees on vacant lots with immediate availability of sewer service. The original standby fee is \$21.00 plus a subsequently adopted maintenance stand by fee which is currently \$16.18.

RCAC recommends, after reviewing several options with SCSD staff, the Local Agency Formation Commission (LAFCO) and SCSD's legal counsel, the following rate adjustments over the course of the next five years:

1. An increase of on all sewer user charges in the first year. The current annual charge of \$640.74 for all residential units should be increased to \$838.41. That is an annual increase of \$197.67 or approximately \$16.47 per month. The commercial use charge should also increase from \$7.70 to \$10.08 per hundred cubic feet of water usage. Water usage data is obtained from the water purveyor Coachella Valley Water District.
2. RCAC recommends incremental increases of 4 percent in subsequent years to the base and usage rates so that the system is financially viable, without causing undue burden on customers. In the first four years, the District will not have sufficient revenue to fully fund reserve accounts. However, shortages will be recovered in the final year, with a five-year total reserve funding

projected at \$2,379,072. It will be necessary for SCSD to rely on non-operating revenue to fully recover all costs for the first four years.

1. Introduction

Rural Community Assistance Corporation

Founded in 1978, RCAC is a 501(c) (3) nonprofit organization that provides training, technical and financial resources, and advocacy so rural communities can achieve their goals and visions. For more than 40 years, our dedicated staff and active board, coupled with our key values: leadership, collaboration, commitment, quality, and integrity, have helped rural communities throughout the West achieve positive change.

RCAC's work includes environmental infrastructure (water, wastewater, solid waste facilities); affordable housing development; economic and leadership development; and community development finance. These services are available to communities with populations of fewer than 50,000, other nonprofit groups, Tribal organizations, farmworkers, Colonias and other specific populations. Headquartered in West Sacramento, California, RCAC's employees serve rural communities in 13 western states and the Pacific islands.

Purpose of this Rate Study

This wastewater rate study was conducted on behalf of Salton Community Services District by RCAC to develop a suitable five-year rate and fee schedule that produces revenue adequate to meet the operating and capital financial needs of SCSD.

Board Responsibilities

The Governing Body has the fiduciary responsibility to set the rates at such a level that the utility will be able to continue to operate now and into the future, including providing funds to replace all parts of the system as they wear out. While this document recommends certain rates, the ultimate decision rests with the Governing Body.

Guiding Principles of This Study

This study is guided by the following principles:

Sustainability: Wastewater rates should cover costs permitting the Salton Community Services District to provide wastewater services now and for the foreseeable future.

Fairness: Wastewater rates should be fair to all ratepayers. No single ratepayer or group of ratepayers should be singled out for different rates. The District should not charge more for wastewater than the cost to provide the wastewater.

Ease of Understanding: Wastewater rates should be easy for staff to understand, implement and explain to customers. The structure should be compatible with current utility billing software.

Justifiability: Wastewater rates must be based on the actual financial needs of the District. Revenue generated from wastewater rates can't be used for anything else but to pay for the costs of collecting and treating wastewater within its service area, plus any administrative costs and reserves.

Disclaimer

The recommendations contained in this rate study are based on financial information provided to RCAC by the District and its representatives. Although every effort was made to assure the reliability of this information, no warranty is expressed or implied as to the correctness, accuracy or completeness of the information contained herein.

Any opinions, findings, and conclusions or recommendations expressed in this material are solely the responsibility of the author and do not necessarily represent the official views of RCAC. For accounting advice, a Certified Public Accountant should be consulted. For legal advice, the District should seek the advice of an attorney.

2. Community and System

Community

Salton Community Services District (SCSD) is located on the west side of the Salton Sea within Imperial County. It was first formed in 1955 and named Desert Shores Community Service District (DSCSD). In 1957, Salton City (SC) was annexed into the DSCSD and renamed to Salton Community Services District. The District provides wastewater services to a population of 6,250 based on the 2019 5-year American Community Survey (ACS) estimates. According to the same survey Salton City has an estimated Median Household Income (MHI) of \$34,087 (+/- \$5,094). This number is below the state average of \$67,169. The SCSD service area includes two areas within the District boundaries: Desert Shores and Salton City. Salton City collections system also covers part of the Community of Vista Del Mar.

Wastewater System

The Salton Community Services District currently consists of approximately 450 miles of wastewater lines with approximately 5,700 manholes with average range of depth between 8'-12', as well as 23 ponds. The Desert Shores wastewater treatment plant is located one mile southwest of the Desert Shores community, west of State Highway 86. This plant utilizes ponds that are six feet deep on approximately 15 acres of land. Salton City wastewater treatment plant is located one mile west of the Salton Sea. The Salton City wastewater plant active services are spread out and, due to the topography, the systems consist of various lift stations. The gravity collection systems primarily consist of 8" vitrified clay pipe (VCP) and concrete manhole structures. The force mains serving the collection system are 8"-12" PVC (C-900) and asbestos-cement pipe (AC) with lift stations feeding them. The District wastewater facilities are routinely cleaned, inspected, repaired and rehabilitated as needed. Primary goals for the District are to operate the sewage system in a safe and efficient manner that meet the needs of the system's customers.

Future Population and Usage Projection

The District provides wastewater services to a population of 6,250 based on the 2019 5-year ACS with approximately 2,780 active wastewater service connections. Pursuant to information discussed and

received by the general manger, this analysis assumes that minimal growth may occur within the service area in the next five years and the growth will have little or no impact on the system cost and rates.

3. Current Rates and Financial Condition

Current Rate Schedule

Salton Community Services District uses one annual base rate of \$640.74 for all customers, regardless of wastewater connection size with an additional flow charge of \$7.70 per one hundred cubic feet (CCF) of water usage for commercial connections. The two Schools connected to SCSD are charged per student at a rate of \$15.53 for SC Elementary School and \$46.53 per student for SC High School. As shown on the table below, the District's wastewater enterprise's primary source of revenue s consists of annual wastewater base fees for service, standby fee, and maintenance standby fees. The standby fee cannot be increased at this time for legal and other reasons. However, the maintenance stand-by fee is subject to an annual increase equal to the greater of the Consumer Price Index (CPI) or 5 percent. For purposes of this rate analysis, 5 percent is the assumed annual increase to be applied to the maintenance stand-by fee.

The table shown below identifies the District boundaries (Salton city, Vista Del Mar, Desert Shores) single type of class, units, annual rate, and usage rate.

Salton CSD Current Rates	# Equivalent Dwelling Units	Annual Rate Per EDU
Base Fees		
Single Family Residential	1,823	\$ 640.74
Multi-Family Residential	132	\$ 640.74
SC Elementary School (Per Student	589	\$ 15.53
SC High School (Per Student)	474	\$ 46.53
Total Base Rate Units	3,018	
Extra Lots Stand-By Fee	18,368	\$ 21.00
Mainteance Stand-By Fee	16,958	\$ 16.18
Commodity Charge per CCF	\$ 7.70	

Revenue from existing rates

As shown in the table below, in fiscal year ended 6/30/2019, SCSD's costs exceeded operating revenues by \$36,565.00. While operating revenue exceeded costs in FY20 and FY 21, the excess was not adequate to fully fund recommended reserve accounts. The approved budget for FY 22 and proposed budget FY 23, project further losses from operations. The goal is to generate enough revenue to fund operating costs, debt service, operating reserves, emergency reserves and capital improvement reserves to promote sustainability for the wastewater enterprise. It will be necessary to utilize non-operating revenue to fully fund reserve accounts.

SCSD Profit & Loss	Actual FY19	Actual FY 20	Actual FY 21	Approved Budget FY 2022	Proposed Budget FY 2023
Operating Revenue	\$ 1,821,487	\$ 1,745,729	\$ 2,027,702.65	\$ 1,849,650.90	\$ 1,864,500.00
Operating Costs	\$ 1,789,053	\$ 1,469,679	\$ 1,502,651.69	\$ 1,694,450.00	\$ 1,900,072.00
Debt Repayment	\$ 54,842	\$ 54,842	\$ 43,759.67	\$ 117,000.00	\$ 117,000.00
Capital Expenditures	\$ 14,157.00	\$ 55,787.49	\$ 204,900.58	\$ 178,500.00	\$ 84,000.00
Reserve Account Funding	\$ (36,565.00)	\$ 165,420.84	\$ 276,390.71	\$ (140,299.10)	\$ (236,572.00)

Revenue sufficiency associated with current rates

The table shown below indicates the current rates will not fully support the expenditures. SCSD has been experiencing some operating cost increases as a result of a large number of leaks on their force mains throughout the system due to age. Part of the goal of this rate study is to provide adequate revenue for force main replacements and any unforeseeable expenditures, operations, and maintenance to keep the system in good working order. The table below indicates the system will be operating at a deficit over the next 5 years if rates are not increased. Even with projected non-operating revenue, the wastewater enterprise will fall short of recovering all costs.

Current Rate Revenue Over/(Under) Costs for Five-Year Period	6/30/2024	6/30/2025	6/30/2026	6/30/2027	6/30/2028	5-Year Total
Estimated Annual Revenue from Base Rates at C	\$1,943,958	\$1,943,958	\$1,943,958	\$1,943,958	\$1,943,958	\$9,719,788
Estimated Annual Revenue - Usage Rates	\$155,026	\$155,026	\$155,026	\$155,026	\$155,026	\$775,130
Total Operating Revenue	\$2,098,984	\$2,098,984	\$2,098,984	\$2,098,984	\$2,098,984	\$10,494,918
Operating Costs (assumed annual inflation rate)	\$ 2,036,514	\$ 2,128,157	\$ 2,223,924	\$ 2,324,000	\$ 2,428,580	\$11,141,175
Debt Service	\$ 116,885	\$ 116,885	\$ 116,885	\$ 116,885	\$ 45,500	\$513,038
Operating Reserve	\$ 50,913	\$ 53,204	\$ 55,598	\$ 58,100	\$ 60,715	\$278,529
Emergency Reserve	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$100,000
Capital Improvement Reserve	\$ 398,998	\$ 398,998	\$ 398,998	\$ 398,998	\$ 398,998	\$1,994,992
Total Costs of Operation	\$ 2,623,309	\$ 2,717,244	\$ 2,815,405	\$ 2,917,983	\$ 2,953,793	\$ 14,027,735
Operating Revenue over/(Under) Operating Costs	\$ (524,326)	\$ (618,260)	\$ (716,421)	\$ (819,000)	\$ (854,810)	\$ (3,532,817)
Plus Non-Operating Revenue	\$ 63,007	\$ 63,007	\$ 63,007	\$ 63,007	\$ 63,007	\$ 315,035
Net Income/(Loss)	\$ (461,319)	\$ (555,253)	\$ (653,414)	\$ (755,993)	\$ (791,803)	\$ (3,217,782)

4. Budget

The purpose of the wastewater enterprise budget is to ensure the system's revenues balance with its expenditures and needed reserves. To achieve a balanced budget, the utility should assess the following items with respect to future operational and capital needs, including the impact of inflation, and wastewater use trends:

- Current budget and historical revenues and expenses from the past two to four fiscal years
- Current debt service (if there is any)
- Operating and non-operating revenues and costs
- Uncollectable accounts (as a % of sales)
- Any unplanned "emergency" expenses that occurred within the past several years
- Revenues from customers billings and other source of income for the past several years
- Required "reserve" levels necessary for the coming year
- Transfer to/from financial reserves

Operating Budget	Proposed Budget	Projected	Projected	Projected	Projected	Projected
	FYE 6/30/2023	FYE 6/30/2024	FYE 6/30/2025	FYE 6/30/2026	FYE 6/30/2027	FYE 6/30/2028
Salaries & Benefits	\$ 1,178,222	\$ 1,327,075	\$ 1,386,794	\$ 1,449,200	\$ 1,514,413	\$ 1,582,562
Uniforms Expense	\$ 1,500	\$ 1,568	\$ 1,638	\$ 1,712	\$ 1,789	\$ 1,869
Safety Supplies Expense	\$ 1,500	\$ 1,568	\$ 1,638	\$ 1,712	\$ 1,789	\$ 1,869
Work Boots Expense	\$ 1,000	\$ 1,045	\$ 1,092	\$ 1,141	\$ 1,193	\$ 1,246
Janitorial Supplies Expense	\$ 950	\$ 993	\$ 1,037	\$ 1,084	\$ 1,133	\$ 1,184
Janitorial Cleaning Expense	\$ 3,000	\$ 3,135	\$ 3,276	\$ 3,423	\$ 3,578	\$ 3,739
Bank Charges Expense	\$ 200	\$ 209	\$ 218	\$ 228	\$ 239	\$ 249
SM Check order Expense	\$ 500	\$ 523	\$ 546	\$ 571	\$ 596	\$ 623
Vehicle Maintenance Expense	\$ 10,000	\$ 10,450	\$ 10,920	\$ 11,412	\$ 11,925	\$ 12,462
Equipment Maintenance Expense	\$ 20,000	\$ 20,900	\$ 21,841	\$ 22,823	\$ 23,850	\$ 24,924
Fuel & Oil	\$ 45,000	\$ 49,500	\$ 51,728	\$ 54,055	\$ 56,488	\$ 59,030
Shop Supplies Expense	\$ 2,500	\$ 2,613	\$ 2,730	\$ 2,853	\$ 2,981	\$ 3,115
Other Vehicle Equipment Expense	\$ 1,500	\$ 1,568	\$ 1,638	\$ 1,712	\$ 1,789	\$ 1,869
SM CVWD water Service Expense	\$ 8,000	\$ 8,360	\$ 8,736	\$ 9,129	\$ 9,540	\$ 9,969
Electric Service	\$ 100,000	\$ 104,500	\$ 109,203	\$ 114,117	\$ 119,252	\$ 124,618
Cell Phone Expense	\$ 15,000	\$ 15,675	\$ 16,380	\$ 17,117	\$ 17,888	\$ 18,693
Underground Dig Alerts	\$ 1,500	\$ 1,568	\$ 1,638	\$ 1,712	\$ 1,789	\$ 1,869
Internet Service	\$ 1,500	\$ 1,568	\$ 1,638	\$ 1,712	\$ 1,789	\$ 1,869
Propane	\$ 1,000	\$ 1,045	\$ 1,092	\$ 1,141	\$ 1,193	\$ 1,246
Alarm Security	\$ 1,200	\$ 1,254	\$ 1,310	\$ 1,369	\$ 1,431	\$ 1,495
Solid Waste Disposal	\$ 250	\$ 261	\$ 273	\$ 285	\$ 298	\$ 312
Employees Licenses	\$ 4,000	\$ 4,180	\$ 4,368	\$ 4,565	\$ 4,770	\$ 4,985
County Permits	\$ 1,500	\$ 1,568	\$ 1,638	\$ 1,712	\$ 1,789	\$ 1,869
State Permits	\$ 100	\$ 105	\$ 109	\$ 114	\$ 119	\$ 125
Memberships/Association Dues	\$ 7,750	\$ 8,099	\$ 8,463	\$ 8,844	\$ 9,242	\$ 9,658
Waste Discharge Permit Fees	\$ 37,000	\$ 38,665	\$ 40,405	\$ 42,223	\$ 44,123	\$ 46,109
Toxic Water Disposal	\$ 2,000	\$ 2,090	\$ 2,184	\$ 2,282	\$ 2,385	\$ 2,492
Sewer Lines Maintenance	\$ 15,000	\$ 15,675	\$ 16,380	\$ 17,117	\$ 17,888	\$ 18,693
Pump Station Maintenance	\$ 50,000	\$ 60,000	\$ 62,700	\$ 65,522	\$ 68,470	\$ 71,551
Sewer Pond Maintenance	\$ 15,000	\$ 25,000	\$ 26,125	\$ 27,301	\$ 28,529	\$ 29,813
Plumbing Supplies	\$ 1,000	\$ 1,045	\$ 1,092	\$ 1,141	\$ 1,193	\$ 1,246
Electrical Supplies	\$ 1,000	\$ 1,045	\$ 1,092	\$ 1,141	\$ 1,193	\$ 1,246
Hardware Supplies	\$ 1,000	\$ 1,045	\$ 1,092	\$ 1,141	\$ 1,193	\$ 1,246
Lab Testing	\$ 15,000	\$ 15,675	\$ 16,380	\$ 17,117	\$ 17,888	\$ 18,693
Professional Services	\$ 42,000	\$ 25,000	\$ 26,125	\$ 27,301	\$ 28,529	\$ 29,813
Professional Services - Koppel & Gruber	\$ 6,500	\$ 6,793	\$ 7,098	\$ 7,418	\$ 7,751	\$ 8,100
Smart Cover Monitoring	\$ 3,500	\$ 3,658	\$ 3,822	\$ 3,994	\$ 4,174	\$ 4,362
Building & Grounds Maintenance	\$ 10,000	\$ 10,450	\$ 10,920	\$ 11,412	\$ 11,925	\$ 12,462
Postage	\$ 1,200	\$ 1,254	\$ 1,310	\$ 1,369	\$ 1,431	\$ 1,495
Office Supplies	\$ 1,500	\$ 1,568	\$ 1,638	\$ 1,712	\$ 1,789	\$ 1,869
Fire Extinguisher	\$ 650	\$ 679	\$ 710	\$ 742	\$ 775	\$ 810
Express Shipping	\$ 200	\$ 209	\$ 218	\$ 228	\$ 239	\$ 249
Advertising	\$ 1,000	\$ 1,045	\$ 1,092	\$ 1,141	\$ 1,193	\$ 1,246
Liability Insurance	\$ 90,000	\$ 94,050	\$ 98,282	\$ 102,705	\$ 107,327	\$ 112,156
Legal Expense	\$ 85,000	\$ 88,825	\$ 92,822	\$ 96,999	\$ 101,364	\$ 105,925
SM Finance, Budgeting & Audit Expense	\$ 75,000	\$ 25,000	\$ 26,125	\$ 27,301	\$ 28,529	\$ 29,813
Technical Support Services	\$ 1,500	\$ 1,568	\$ 1,638	\$ 1,712	\$ 1,789	\$ 1,869
Property Tax Collection Service	\$ 10,000	\$ 10,450	\$ 10,920	\$ 11,412	\$ 11,925	\$ 12,462
GASB 68 Reports	\$ 3,000	\$ 3,135	\$ 3,276	\$ 3,423	\$ 3,578	\$ 3,739
Election Costs	\$ 200	\$ 209	\$ 218	\$ 228	\$ 239	\$ 249
Travel	\$ 2,000	\$ 2,090	\$ 2,184	\$ 2,282	\$ 2,385	\$ 2,492
Training	\$ 4,000	\$ 12,000	\$ 12,540	\$ 13,104	\$ 13,694	\$ 14,310
Physicals	\$ 1,000	\$ 1,045	\$ 1,092	\$ 1,141	\$ 1,193	\$ 1,246
Copies Lease/Maintenance	\$ 5,000	\$ 5,225	\$ 5,460	\$ 5,706	\$ 5,963	\$ 6,231
CA/US Flag	\$ 750	\$ 784	\$ 819	\$ 856	\$ 894	\$ 935
Subscriptions	\$ 200	\$ 209	\$ 218	\$ 228	\$ 239	\$ 249
Drug Testing	\$ 250	\$ 261	\$ 273	\$ 285	\$ 298	\$ 312
Bulk Water	\$ 1,500	\$ 1,568	\$ 1,638	\$ 1,712	\$ 1,789	\$ 1,869
Computer Software	\$ 4,000	\$ 4,180	\$ 4,368	\$ 4,565	\$ 4,770	\$ 4,985
Breakroom	\$ 250	\$ 261	\$ 273	\$ 285	\$ 298	\$ 312
Payroll Processing	\$ 4,500	\$ 4,703	\$ 4,914	\$ 5,135	\$ 5,366	\$ 5,608
Printing/Copying	\$ 500	\$ 523	\$ 546	\$ 571	\$ 596	\$ 623
District Function Expenses	\$ 200	\$ 209	\$ 218	\$ 228	\$ 239	\$ 249
Total Operating Costs	\$ 1,900,072	\$ 2,036,514	\$ 2,128,157	\$ 2,223,924	\$ 2,324,000	\$ 2,428,580

Reserve Funding

The AWWA standards guiding this wastewater rate study recommends a review of three types of reserves. However, if the District incurs debt that requires it, a debt reserve should also be established.

1. **Operating reserves:** Operating reserves are established to provide the utility with the ability to withstand short term cash flow fluctuations. The industry standard calls for 12.5 percent of the annual budget be held in operating reserves. To stabilize rates, the operating reserves are budgeted over the five-year period in this rate analysis.
1. **Emergency Reserves:** Emergency reserve are intended to help utilities deal with short-term emergencies, such as mainline breaks or pump failures. The emergency reserve amount recommendation is based on the cost of the immediate replacement or reconstruction of the system's single most critical asset. The emergency reserve should be set at the replacement cost of the most expensive part that, if it failed, would be catastrophic to the system. Consultation with SCSD staff identified a target reserve of \$100,000. RCAC recommends that the District fully fund this emergency reserve account over the next five years at \$20,000 per annum.
2. **Capital improvement Reserve (CIP):** This reserve is to be used strictly to fund the portion of long- or short-term capital assets that are worn out or obsolete. Because a full schedule of equipment and infrastructure was not available for calculation of ideal annual reserve contributions, the amount of 2 percent of the wastewater system's fixed assets of \$19,949,918 was budgeted as the target annual CIP reserve amount. That amount is \$398,998 annually or approximately \$2 million over the five-year period.

The table shown below indicates the target discussed with SCSD:

Type of Reserve	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Operating Reserve	\$ 50,913	\$ 53,204	\$ 55,598	\$ 58,100	\$ 60,715
Emergency Reserve	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
CIP Reserves	\$ 395,291	\$ 391,073	\$ 386,360	\$ 381,119	\$ 446,699
Total Reserves Funding	\$ 466,204	\$ 464,277	\$ 461,958	\$ 459,219	\$ 527,414

SCSD should make periodic transfers from its operating account to the various reserve accounts. In addition, RCAC suggest the District consider establishing separate accounts for each reserve. The benefit of splitting the reserves into four separate accounts are:

1. These reserves have different time horizons, for example operating and emergency reserves should be readily available. Capital improvement reserves funds can be invested in CDs with different maturity dates to coincide with the planned need or capital replacements.

- District policies can be established for each reserve type involving investment, access and use of funds.

5. Recommended Rates

The rate recommendation for SCSD wastewater service follows the same rate structure that is currently employed by SCSD. The table below identifies the class, current rates, and the recommended adjusted rate. The recommended base rate increase for all active residential and commercial customers connections increases from \$640.74 to \$838.41 annually. Rates for the two schools identified and connected with SCSD wastewater service will continue to charge per student at an increased rate of \$20.32 for the elementary school and \$60.88 for the high school. An annual 4 percent increase to base and usage rates and 5 percent for the stand-by fees after the first year will be necessary to offset the impact of inflation.

Recommended Rate Adjustment	#Units	EDUs	Current Annual Rate	Adjustment	Adjusted Rate	Average Annual Base Revenue
Single Family Residential	1,823	1,823	\$640.74	\$197.67	\$838.41	\$1,528,418.31
Multi-Family Residential	132	132	\$640.74	\$197.67	\$838.41	\$110,669.89
SC Elementary School (Per Student)	589	589	\$15.53	\$4.79	\$20.32	\$11,969.07
SC High School (Per Student)	474	474	\$46.53	\$14.35	\$60.88	\$28,859.26
Total Base Rates Revenue	3,018	3,018				\$1,679,916.53
Extra Lots Stand-By Fees	18368	18368	\$ 21.00	\$ -	\$ 21.00	\$ 385,728.00
Maintenance Stand-By Fees	16958	16958	\$16.18	\$0.81	\$16.99	\$288,099.46
Total Stand-By Fees	35,326	35,326				\$ 673,827.46
Commodity Charge	Rate Per ccf	Adjustment	Adjusted Rate	Billable Usage	Total Usage Revenue	
SC Commercial	\$ 7.70	\$ 2.38	\$ 10.08	16,162	\$ 162,835.31	
DS Commercial	\$ 7.70	\$ 2.38	\$ 10.08	3,972	\$ 40,016.23	
Total Usage/Commodity Charges				20,133	\$ 202,851.54	
Total Revenue						
						\$ 2,556,596

Impact of suggested rates on five-year period

Even with the recommended rate adjustment, non-operating revenue must be utilized to fully recover costs. The District will be unable to fully fund reserve accounts over the first four years. The shortage

will be recovered in year five, for a total capital replacement funding of \$2,000,542.00 over the five-year period.

Budget Assuming 5% Inflation per year	06/30/2024	6/30/2025	6/30/2026	6/30/2027	6/30/2028	5 Year Total
Total Monthly Required Reserves Fund	\$ 38,850	\$ 38,850	\$ 38,850	\$ 38,850	\$ 38,850	
Total yearly required reserve fund	\$ 466,204	\$ 464,277	\$ 461,958	\$ 459,219	\$ 527,414	\$ 2,379,072
Debt Service	\$ 116,885	\$ 116,885	\$ 116,885	\$ 116,885	\$ 45,500	\$ 513,038
Operating Costs	\$ 2,036,514	\$ 2,128,157	\$ 2,223,924	\$ 2,324,000	\$ 2,428,580	\$ 11,141,175
Total Operating Budget	\$ 2,619,603	\$ 2,709,318	\$ 2,802,767	\$ 2,900,104	\$ 3,001,494	\$ 14,033,286
	06/30/2024	6/30/2025 Assumes 4% Increase over Prior Year	6/30/2026 Assumes 4% Increase over Prior Year	6/30/2027 Assumes 4% Increase over Prior Year	6/30/2028 Assumes 4% Increase over Prior Year	
Estimated Annual Revenue From Base Rate	\$ 1,679,917	\$ 1,747,113.20	\$ 1,816,997.72	\$ 1,889,677.63	\$ 1,965,264.74	\$ 9,098,970
Estimated Annual Revenue - Usage Charges	\$ 202,852	\$ 210,965.61	\$ 219,404.23	\$ 228,180.40	\$ 237,307.61	\$ 1,098,709
Estimated Revenue from Maintenance Stand-By Fees (5% annual increase)	\$ 288,099	\$ 302,504.44	\$ 317,629.66	\$ 333,511.14	\$ 350,186.70	\$ 1,591,931
Estimated Revenue Stand-By Fees	\$ 385,728	\$ 385,728.00	\$ 385,728.00	\$ 385,728.00	\$ 385,728.00	\$ 1,928,640
Total Operating Revenue	\$ 2,556,596	\$ 2,646,311	\$ 2,739,760	\$ 2,837,097	\$ 2,938,487	\$ 13,718,251
Net Operating Revenue Over/(under) Operating Cost	\$ (63,007)	\$ (63,007)	\$ (63,007)	\$ (63,007)	\$ (63,007)	\$ (315,035)
Non-Operating Revenue						
Interest & Penalties	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 175,000.00
Admin Fees -	\$ 25,032.00	\$ 25,032.00	\$ 25,032.00	\$ 25,032.00	\$ 25,032.00	\$ 125,160.00
Interest Income	\$ 2,975.00	\$ 2,975.00	\$ 2,975.00	\$ 2,975.00	\$ 2,975.00	\$ 14,875.00
Total Non-Operating Revenue	\$ 63,007	\$ 63,007	\$ 63,007	\$ 63,007	\$ 63,007	\$ 315,035
Net Income/Loss	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Adjusted Rate 5 Year Rate Schedule					
Rate Type	Year 1	Year 2	Year 3	Year 4	Year t
Base Rate	\$ 838.41	\$ 871.95	\$ 906.82	\$ 943.10	\$ 980.82
Maintenance Standby Fees	\$ 16.99	\$ 17.84	\$ 18.73	\$ 19.67	\$ 20.65
Standby Fees	\$ 21.00	\$ 21.00	\$ 21.00	\$ 21.00	\$ 21.00
Usage Rate	\$ 10.08	\$ 10.48	\$ 10.90	\$ 11.34	\$ 11.79

6. Conclusion and recommendations

Working closely with SCSD staff and management, RCAC evaluated SCSD rates to develop a sustainable, fair, and justifiable rate and fee structure. The recommended rates should meet the system's financial needs based on current system information and informed estimates of future conditions, but it is important to monitor actual revenue. Rates should be addressed at least annually while setting budgets to verify that they are still sufficient. A complete rate analysis should be completed every five years. When the recommended rate structure has been elected by the District, community outreach, education, and the Proposition 218 process should begin as soon as possible.

RCAC also recommends that SCSD adopts best practices to improve operating efficiency. These practices include developing an asset management plan, conducting an energy audit, and investigating sources of wastewater loss and non-revenue wastewater.

PROPOSITION 218

California approved Proposition 218 in 1996 requiring agencies to adopt property fees and charges in accordance with a defined public process found in article XIII D or by associated court decision. Water and wastewater rates are user fees under the definition and must meet the following requirements:

- Revenues derived from the fee or charge must not exceed the funds required to provide the property-related service.
- Revenue from the fee or charge must not be used for any purpose other than that for which the fee or charge is imposed.
- No fee or charge may be imposed for general governmental services, such as police, fire, ambulance, or libraries, where the service is available to the public in substantially the same manner as it is to property owners.
- The amount of a fee or charge imposed upon any parcel or person as an incident of property ownership must not exceed the proportional cost of the service attributable to the parcel.
- The fee or charge may not be imposed for service, unless the service is actually used by, or immediately available to, the owner of the property in question.

Written notice should be given to both the record owners and customers within the area subject to the fee or charge. The notice shall include the following:

- The formula or schedule of charges by which the property owner or customer can easily calculate their own potential charge.
- The basis upon which the amount of the proposed fee or charge is to be imposed on each parcel. An explanation of the costs which the proposed fee will cover and how the costs are allocated among property owners.
- Date, time and location of a public hearing on the rate adjustment. The public hearing must occur 45 or more days after the mailing of the notice.
- A statement that there is a 120-day statute of limitations for challenging any new, increased or extended fee or charge.

California's Proposition 218 provides that a customer of the District or owner of record of a parcel or parcels subject to the proposed rate increases may submit a protest against any or all of the proposed rate increases by filing a written protest with the District at or before the time the public hearing has concluded. Only one protest per parcel is counted. If written protests are filed by a majority of the affected parcels, the proposed rate increases will not be imposed.