

SALTON COMMUNITY SERVICES DISTRICT

REGULAR Board Meeting Agenda

September 21, 2022

Closed Session 6:00 p.m.

Open Session 7:00 p.m.

1209 Van Buren Ave.

Salton City, CA 92275

www.saltoncsd.ca.gov

BOARD OF DIRECTORS:

Mr. Rogelio Flores, President
Ms. Lidia A. Sierra, Vice President
Ms. Michelle Gilmore, Director
Mr. Dale Johnson, Director
Mr. Manuel H. Ramos, Director

STAFF:

David Dale, Interim General Manager

Sonia Thania Garcia, Board Secretary

1. CALL TO ORDER: 6:00 p.m.

2. ROLL CALL

3. PUBLIC COMMENTS:

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

4. CLOSED SESSION ITEMS:

A. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION - Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: (Three (3) potential cases)

5. OPEN SESSION: 7:00 p.m.

6. PLEDGE OF ALLEGIANCE: Rogelio Flores, President

7. ANNOUNCEMENT OF CLOSED SESSION ACTIONS

8. PRESENTATIONS/ PUBLIC APPEARANCES

A moment of silence for those who lost their lives on 9/11

A moment of Silence in remembrance of Mrs. Paddie.

9. PUBLIC COMMENTS:

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

10. BOARD MEMBER COMMENTS

11. CONSENT CALENDAR ITEMS:

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

- A. Approve the Minutes for the Regular Meeting of August 2022
- B. Approve the Minutes for the Regular Meeting of September 7, 2022
- C. Approve demands for the month of August 2022

12. REPORTS:

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

13. MEMBERS OF THE BOARD REPORTS: AD HOC COMMITTEES

- A. Finance Committee Report
- B. Architectural Committee Report
- C. Parks and Recreation Committee Report+

14. OLD BUSINESS:

15. NEW BUSINESS:

- A. Approve up to \$14,000.00 for Emergency repairs of Station 2.
- B. Discussion and authorization to proceed with the preparation of the contract documents and bidding of the Desert Shores Community Park Project and give direction to staff for use of real or artificial grass under the Clean Air Trust Fund Grant in the amount of \$200,000.00.
- C. Discussion and approval to direct the \$177,952 Per Capita Grant funds to make certain improvements to the existing structure located at the Salton City Park to use for indoor sports and community events.
- D. Resolution of the Board of Directors of the Salton Community Services District Consent for Authorized Representative(s) to Develop Scope of Work for Professional Services for CWSRF Planning Application for Plant Capacity Expansion.
- E. Discussion and approval of the Finance Committee Bylaws.
- F. Removal of all existing Finance Committee Members.
- G. President Flores to appoint one member for the Finance Committee and approval of the nominees by the Board of Directors.
- H. Vice President Sierra to appoint one member for the Finance Committee and approval of the nominees by the Board of Directors.
- I. Director Ramos to appoint one member for the Finance Committee and approval of the nominees by the Board of Directors.
- J. Director Gilmore to appoint one member for the Finance Committee and approval of the nominees by the Board of Directors.
- K. Director Johnson to appoint one member for the Finance Committee and approval of the nominees by the Board of Directors.

16. 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.

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SALTON COMMUNITY SERVICES DISTRICT

REGULAR Board Meeting Minutes

August 17, 2022

Closed Session 6:00 p.m.

Open Session 7:00 p.m.

1209 Van Buren Ave.

Salton City, CA 92275

www.saltoncsd.ca.gov

BOARD OF DIRECTORS:

Mr. Rogelio Flores, President
Manager Ms. Lidia A. Sierra, Vice President
Ms. Michelle Gilmore, Director
Mr. Dale Johnson, Director
Mr. Manuel H. Ramos, Director

STAFF:

David Dale, Interim General
Sonia Thania Garcia, Board Secretary

1. CALL TO ORDER: 6:00 p.m.

2. ROLL CALL

3. PUBLIC COMMENTS:

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

4. CLOSED SESSION ITEMS:

A. CONFERENCE WITH LEGAL COUNSEL- Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: (three or more potential cases: RIVIERA KEYS PROPERTY OWNERS ASSOCIATION; BAHIA DEL MAR ESTATES PROPERTY OWNER'S ASSOCIATION; PELICAN ISLAND PROPERTY OWNERS ASSOCIATION.

B. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION - Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: (Three (3) potential cases). Includes potential dissolution of District by LAFCO.

5. **OPEN SESSION:** 7:00 p.m.

6. **PLEDGE OF ALLEGIANCE:** Rogelio Flores, President

7. **ANNOUNCEMENT OF CLOSED SESSION ACTIONS**

4a. The Board received a report on the status on the districts letter to these organizations concerning the money they received from the district their attorney has advised me most of the money not all of it is still in the accounts.

4b. No Reportable Action

8. **PRESENTATIONS/ PUBLIC APPEARANCES**

9. **PUBLIC COMMENTS:**

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10. **BOARD MEMBER COMMENTS**

Michelle Gilmore: Talked about the Calexico Wellness Center Senior Health Clinics is sponsoring covid shots and will be coming down to the Senior Center on Thursday Sept. 8, 2022. They will offer free blood Pressure monitoring and blood glucose testing. If you have children, they will also offer free sports physicals and anyone that has a baby that needs a vaccination or immunization updated they will also provide that.

11. **CONSENT CALENDAR ITEMS:**

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

A. Approve the Minutes for the Regular Meeting of July 20, 2022

- B. Approve the warrants for July 2022.

Director Ramos motioned to approve the minutes for the Regular Board Meeting of July 20, 2022. Director Gilmore second the motion.

Roll Call:

President Flores Yes

Director Gilmore Yes

Vice President Sierra Yes

Director Johnson Absent

Director Ramos Yes

12. REPORTS:

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

13. MEMBERS OF THE BOARD REPORTS: AD HOC COMMITTEES

- A. Finance Committee Report
Michelle Gilmore announced next Finance Meeting August 19, 2022 at 7:00am
- B. Architectural Committee Report
- C. Parks and Recreation Committee Report

14. OLD BUSINESS:

- A. RESOLUTION OF THE BOARD OF DIRECTORS OF THE SALTON COMMUNITY SERVICES DISTRICT APPOINTING AUTHORIZED SIGNATORIES FOR WELLS FARGO, N.A.

Director Gilmore made a motion to approve Resolution 2022-08-17-01 Appointing Authorized Signatories for Wells Fargo, N.A. Director Flores second the motion.

Roll Call:

President Flores Yes

Director Gilmore Yes

Vice President Sierra Yes

Director Johnson Absent

Director Ramos Yes

- B. RESOLUTION OF THE BOARD OF DIRECTORS OF THE SALTON COMMUNITY SERVICES DISTRICT APPOINTING AUTHORIZED SIGNATORIES FOR THE LOCAL AGENCY INVESTMENT FUND ACCOUNTS

Director Ramos made a motion to approve Resolution 2022-08-17-02 Appointing Authorized Signatories for The Local Agency Investment Fund. Director Gilmore second the motion.

Roll Call:

**President Flores Yes Director Gilmore Yes
Vice President Sierra Yes Director Johnson Absent
Director Ramos Yes**

- C. RESOLUTION OF THE BOARD OF DIRECTORS OF THE SALTON COMMUNITY SERVICES DISTRICT APPOINTING AUTHORIZED SIGNATORIES FOR PACIFIC PREMIER.

Director Ramos made a motion to approve Resolution 2022-08-17-03 Appointing Authorized Signatories for Pacific Premiere. President Flores second the motion.

Roll Call:

**President Flores Yes Director Gilmore Yes
Vice President Sierra Yes Director Johnson Absent
Director Ramos Yes**

15. NEW BUSINESS:

- D. Discussion only regarding the letter dated 7/28/22 from LAFCO regarding the Notice of Intent to Commence the Dissolution Process of the Salton Community Services District

Director Ramos Motions to move discussion of the LAFCO letter down to item D. Director Gilmore second the motion.

Roll Call

**President Flores Yes Director Gilmore Yes
Vice President Sierra Yes Director Johnson Absent
Director Ramos Yes**

- E. Motion to approve 15,000.00 for Emergency repairs of Station 24 Generator.

Vice President made a motion to approve 15,000.00 for Emergency repairs of Station 24 Generator. Director Ramos second the motion.

Roll Call

**President Flores Yes Director Gilmore Yes
Vice President Sierra Yes Director Johnson Absent
Director Ramos Yes**

- F. Motion to approve General Fund expense \$300.00 for Snow Cone Day as requested by Vice President Sierra.

Director Gilmore made a motion to table Snow Cone Day. Director Ramos second the motion.

Roll Call

President Flores Yes Director Gilmore Yes
Vice President Sierra No Director Johnson Absent
Director Ramos Yes

- G. Discussion only regarding the letter dated 7/28/22 from LAFCO regarding the Notice of Intent to Commence the Dissolution Process of the Salton Community Services District

Jerg Heuberger- We are concerned how the District is operated and we need to work together or else we are going to be apart. What bothered me when that was said two of you agreed that they are doing a good job and two of you said nothing to me silence is louder than words. Where are we, I have listened to your board meeting and to this meeting today. I am concerned how structurally this board operates earlier David said something “we are going to succeed if we work together”.

President Flores- we have put a parks and rec committee together to monitor where the money goes and a Finance Committee. We are moving forward and trying to fix issues and working on the surface are plan.

Director Gilmore- expressed how she feels about the staff and said they work hard.

Lizabeth Flowers- expressed how the general manager applications should go through LAFCO.

Celest Misch- expressed how she is happy with the work of the Interim General Manager David Dale.

There were multiple public comments, the audio recording can be consulted for more information.

16. ADJOURNMENT

Director Gilmore made a motion to adjourn the meeting. Director Ramos second the motion.

Roll Call

President Flores Yes

Director Gilmore Yes

Vice President Sierra Yes

Director Johnson Absent

Director Ramos Yes

Rogelio Flores, President of the Board

Sonia Thania Garcia, Board Secretary

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SALTON COMMUNITY SERVICES DISTRICT
SPECIAL Board Meeting Agenda

September 7, 2022

Open Session 6:00 p.m.
1209 Van Buren Ave.
Salton City, CA 92275
www.saltoncsd.ca.gov

BOARD OF DIRECTORS:

Mr. Rogelio Flores, President
Ms. Lidia A. Sierra, Vice President
Ms. Michelle Gilmore, Director
Mr. Dale Johnson, Director
Mr. Manuel H. Ramos, Director

STAFF:

David Dale, Interim General Manager
Sonia Thania Garcia, Interim Board Secretary

1. OPEN SESSION

2. CALL TO ORDER: 6:00 p.m.

3. ROLL CALL

4. PLEDGE OF ALLEGIANCE: Rogelio Flores, President

5. 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 any action on matters not appearing on the agenda. Those who wish to address the Board should come to the microphone. Members of the public will be given three (3) minutes to address the board on any items of public interest.

Michelle Gilmore- Imperial County area on aging is having a zoom Meeting on September 14, 2022 discussing legal services. Provided by Elder Law and advocacy the English zoom meeting is at 10:00am and Spanish one starts at 11:00am

6. BOARD MEMBER COMMENTS

7. OLD BUSINESS:

None

8. NEW BUSINESS:

- A. Authorize Vice President Lidia A. Sierra to Attend the 2022 National Recreation and Park Association (NRPA) Conference in Phoenix, Arizona on September 20-22, 2022 at a General Fund cost not to exceed \$2,000.00. **Director Gilmore made a motion to authorize Vice President Lidia A. Sierra to Attend the 2022 National Recreation and Park Association (NRPA) Conference in Phoenix, Arizona on September 20-22, 2022 at a General Fund cost not to exceed \$2,000.00. Director Ramos second the motion.**

Roll Call

President Flores Absent

Director Gilmore No

Vice President Sierra Abstain

Director Johnson No

Director Ramos No

Director Ramos- Voiced his concern about the cost for the Conference being expensive and asked if there might be a zoom meeting that can be attended. So, we can preserve the General Fund to be used for maintenance of the parks.

Director Gilmore- The conference will be available 60 days after the Conference as a Zoom Meeting.

Director Sierra- Said she was invited by Calexico Counselor Gloria Ramos that is also in charge of Parks and Recreation.

Director Ramos- The people that are in charge of the park is the Staff and Steve Prager. Why don't we include Steve in things that are park related?

Barbara Quiroz- The concern is that the amount it to much for this conference.

John Connelly- his concern is the same the cost is to high.

9. ADJOURNMENT

Director Ramos made a motion to adjourn the meeting. Director Johnson second the motion.

Rogelio Flores, President of the Board

Sonia Thania Garcia, Interim Board Secretary

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**SALTON COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS MEETING
September 21, 2022
Item 15.F**

September 21, 2022

TO: Board of Directors
FROM: David Dale, PE – Interim General Manager
SUBJECT: Removal of Existing Finance Committee Members

RECOMMENDED ACTION:

Remove existing Finance Committee Members.

ITEM EXPLANATION:

During the April 20, 2022 Board meeting, the Board of Directors approved establishing a Finance Committee and elected the Finance Committee members. Since then, the Finance Committee members have worked diligently to ensure the district's finances are in order. This item is not meant to be an indication that the members have not done their job; rather it is to ensure that the appropriate steps are taken to allow each board member to have a selection for the Committee and take detailed meeting minutes that describe each board member's selection for any future questions by the public.

It is evident that at least two of the Board Members did not get a chance to select a member to committee. It is also unclear in the meeting minutes how some of the Finance Committee members were nominated. Therefore, staff is recommending redoing the nominations to ensure a fair selection process.

In the Finance Committee bylaws, Board Members should select (1) Finance Committee member each. The Finance Committee may be comprised of up to (2) Board Members. Up to (2) Board Members may select themselves to be a Finance Committee Member or be selected by another Board Member.

FISCAL IMPACT

None

ATTACHMENTS

None

Salton Community Services District

Check Detail

August 2022

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
1-1200 Cash in Banks						
1-1211 General Fund						
08/01/2022	Bill Payment (Check)	ACH	Cytracom		C	-24.34
						-24.34
08/01/2022	Bill Payment (Check)	0124	SC Fuels	01-0015893	C	-400.92
						-400.92
08/01/2022	Bill Payment (Check)	ACH	Intuit		C	-385.70
						-385.70
08/01/2022	Expense	118	Barbara M. Quiroz	Re-issued check for board for Board Meeting 07.20.2021	C	-100.00
				Re-issued check for board for Board Meeting 07.20.2021		100.00
08/02/2022	Expense	123	Dale Johnson	Regular Board Meeting 07.20.22	C	-100.00
				Regular Board Meeting 07.20.22		100.00
08/05/2022	Bill Payment (Check)	ACH	IID		C	-71.62
						-71.62
08/05/2022	Bill Payment (Check)	0151	Juniors VIP Cleaning		C	-250.00
						-250.00
08/05/2022	Bill Payment (Check)	0152	SC Fuels	01-0015893	C	-96.61
						-96.61
08/05/2022	Bill Payment (Check)	0153	Valley Lock and Safe		C	-56.10
						-56.10
08/05/2022	Check	0154	UMPQUA Bank	To pay off Balance to close the account	C	-364.37
						-364.37
08/05/2022	Expense	121	Rogelio Flores	Regular Board Meeting 07.20.22	C	-100.00
				Regular Board Meeting 07.20.22		100.00

Salton Community Services District

Check Detail

August 2022

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
08/09/2022	Bill Payment (Check)	0155	Home Depot	6035322006472488	C	-168.16
						-168.16
08/09/2022	Bill Payment (Check)	0156	Global Industrial		C	-959.94
						-959.94
08/11/2022	Bill Payment (Check)	0157	IID		C	-2,080.50
						-2,080.50
08/11/2022	Bill Payment (Check)	0158	IID			-75.44
						-75.44
08/12/2022	Check	0159	Fair, Clarence R.	Retiree Health Benefit Month of September, 2022		-495.78
						495.78
08/12/2022	Check	0160	Rogelio Flores	For Regular Board Meeting 08.17.22 For Regular Board Meeting 08.17.22		-100.00
						100.00
08/12/2022	Check	0161	Lidia Sierra	For Regular Board Meeting 08.17.22 For Regular Board Meeting 08.17.22		-100.00
						100.00
08/12/2022	Check	0162	Michelle Gilmore	For Regular Board Meeting 08.17.22 For Regular Board Meeting 08.17.22		-100.00
						100.00
08/12/2022	Check	0163	Manuel Ramos	For Regular Board Meeting 08.17.22 For Regular Board Meeting 08.17.22		-100.00
						100.00
08/12/2022	Bill Payment (Check)	0164	Ramon Madrigal		C	-150.00
						-150.00
08/12/2022	Bill Payment (Check)	0165	Juniors VIP Cleaning		C	-250.00
						-250.00
08/17/2022	Bill Payment (Check)	0166	JetWire Inc.			-64.13
						-64.13
08/18/2022	Expense	119	Lidia Sierra	Regular Board Meeting 07.20.22	C	-100.00

Salton Community Services District

Check Detail

August 2022

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
				Regular Board Meeting 07.20.22		100.00
08/22/2022	Expense	160	Rogelio Flores	Regular Board Meeting 08.17.22	C	-100.00
				Regular Board Meeting 08.17.22		100.00
08/23/2022	Expense	162	Michelle Gilmore	Regular Board Meeting 08.17.22	C	-100.00
				Regular Board Meeting 08.17.22		100.00
08/23/2022	Expense	163	Manuel Ramos	Regular Board Meeting 08.17.22	C	-100.00
				Regular Board Meeting 08.17.22		100.00
08/23/2022	Expense	122	Manuel Ramos	Regular Board Meeting 07.20.22	C	-100.00
				Regular Board Meeting 07.20.22		100.00
08/29/2022	Bill Payment (Check)	ACH	Cytracom			-11.92
						-11.92
08/30/2022	Bill Payment (Check)	0167	Rick Engineering Company			-197.50
						-197.50
08/30/2022	Bill Payment (Check)	0168	SC Fuels	01-0015893		-197.88
						-197.88
1-1212 Sewer Maintenance						
08/01/2022	Bill Payment (Check)	ACH	Cytracom			-462.47
						-462.47
08/01/2022	Bill Payment (Check)	0145	Verizon Wireless	671573400-0001		-132.83
						-132.83
08/01/2022	Bill Payment (Check)	0145	Quinn Cat		C	-230.85
						-230.85
08/01/2022	Bill Payment (Check)	0146	Laborers Health & Welfare Trust So. CA			-2,950.96
						-2,950.96

Salton Community Services District

Check Detail

August 2022

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
08/01/2022	Bill Payment (Check)	0147	Sulzer			-1,128.24
						-1,128.24
08/01/2022	Bill Payment (Check)	0148	Frontier Communications	760-394-9170-010698-5 760-395-0201-061622-5		-254.47
						-254.47
08/01/2022	Bill Payment (Check)	0149	Xerox Financial Services	020-0024231-001	C	-200.39
						-200.39
08/01/2022	Bill Payment (Check)	0150	SC Fuels	01-0015893		-7,617.49
						-7,617.49
08/01/2022	Bill Payment (Check)	ACH	Intuit			-385.70
						-385.70
08/01/2022	Check	ACH	CALPERS	05/30-6/12/22 Employer Contribution CLASSIC		-973.29
						-973.29
08/01/2022	Check	ACH	CALPERS	06/13-06/26/22 Employer Contribution CLASSIC		-973.29
						-973.29
08/01/2022	Check	ACH	CALPERS	05/30-06/12/22 Employer Contribution PEPRA		-3,443.44
						-3,443.44
08/01/2022	Check	ACH	CALPERS	06/13-06/26/2022 Employer Contribution PEPRA		-3,013.24
						-3,013.24
08/02/2022	Bill Payment (Check)	ACH	Rudy's Termite & Pest Control			-3,695.00
						-3,695.00
08/02/2022	Bill Payment (Check)	ACH	Westrux International			-1,851.53
						-1,851.53
08/05/2022	Bill Payment (Check)	0151	Aggregate Products Inc.			-560.52
						-560.52

Salton Community Services District

Check Detail

August 2022

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
08/05/2022	Bill Payment (Check)	0152	Desert Fire Extinguisher CO Inc.			-541.42
						-541.42
08/05/2022	Bill Payment (Check)	0153	Laborers' Local - 1184			-440.00
						-440.00
08/05/2022	Bill Payment (Check)	0154	RDO Equipment Co.	7771737		-227.24
						-227.24
08/05/2022	Bill Payment (Check)	0155	SC Fuels	01-0015893		-1,835.60
						-1,835.60
08/05/2022	Bill Payment (Check)	0156	Valley Lock and Safe			-1,065.85
						-1,065.85
08/05/2022	Bill Payment (Check)	0157	West Coast Energy Systems LLC	Voided		0.00
						0.00
08/05/2022	Bill Payment (Check)	ACH	Interconnect Networks		C	-1,980.08
						-1,980.08
08/05/2022	Check	0158	UMPQUA Bank	To pay off balance in order to close account		-6,923.34
						-6,923.34
08/05/2022	Bill Payment (Check)	ACH	Underground Service Alert/SC	SCSDIST	C	-57.25
						-57.25
08/05/2022	Bill Payment (Check)	ACH	Walmart			-42.61
						-42.61
08/08/2022	Expense		State Water Resources Control Board	OIT License	C	-125.00
						125.00

Salton Community Services District

Check Detail

August 2022

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
08/08/2022	Expense		State Water Resources Control Board	ATM DEBIT POS PURCHASE OPC STATE WB FEE 800-3525002 NE 334275 *****2754 08/05 23:26	C	-2.88
				ATM DEBIT POS PURCHASE OPC STATE WB FEE 800-3525002 NE 334275 *****2754 08/05 23:26		2.88
08/09/2022	Check	ACH	CIT	2000377157	C	-5,351.12
				Principal		-501.47
				Interest		193.12
				Principal		-1,686.56
				Interest		649.52
				Principal		-738.54
				Interest		284.43
				Principal		-606.02
				Interest		233.39
				Principal		-434.01
				Interest		167.14
				Interest		-143.08
08/09/2022	Check	0159	Salton Sea Enterprises, LLC.	August 2022 Office Building Payment		-3,948.58
				Building Loan Payable 2022		-845.36
				Loan Interest Payable 2022		3,103.22
08/09/2022	Bill Payment (Check)	0160	Home Depot	6035322006472488		-557.75
						-557.75
08/09/2022	Bill Payment (Check)	0161	Quill.com	Account# QL9560507		-459.76
				Payment for Invoices 26769149; 26802446		-459.76
08/09/2022	Bill Payment (Check)	ACH	Interconnect Networks			-34.81
						-34.81
08/09/2022	Bill Payment (Check)	0162	West Coast Energy Systems LLC			-3,192.51
						-3,192.51
08/09/2022	Bill Payment (Check)	ACH	CSDA Board Secretary Conference			-50.00
						-50.00

Salton Community Services District

Check Detail

August 2022

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
08/09/2022	Bill Payment (Check)	ACH	CSDA Board Secretary Conference			-100.00
						-100.00
08/09/2022	Check	ACH	California Dept of Tax and Fee Admin	57-425907		-86.19
				Return Payment June 30 2022		-86.19
08/09/2022	Check	ACH	California Dept of Tax and Fee Admin	57-425907		-34.74
				Return Payment March 31 2022		-34.74
08/09/2022	Bill Payment (Check)	ACH	Zoro.com			-471.08
						-471.08
08/09/2022	Expense		America's Tire	ATM DEBIT POS PURCHASE AMERICAS TIRE CA 49980 COACHELLA CA 999999 ****2754 08/09 08:22	C	-57.40
				ATM DEBIT POS PURCHASE AMERICAS TIRE CA 49980 COACHELLA CA 999999 ****2754 08/09 08:22		57.40
08/10/2022	Bill Payment (Check)	ACH	Verizon Wireless	671573400-0001		-132.83
						-132.83
08/11/2022	Bill Payment (Check)	0163	IID			-
						27,655.83
						-
						27,655.83
08/11/2022	Bill Payment (Check)	0164	IID			-1,433.44
						-1,433.44
08/12/2022	Check	0165	Thompson, Janice	Retiree Health Benefit		-165.53
				Month of September, 2022		165.53
08/12/2022	Check	0166	Reagles, Rosa Mesoraca	Retiree Health Benefit		-500.00
				Month of September, 2022		500.00
08/12/2022	Check	0167	Timothy A. Roberts	Retiree Health Benefit		-500.00
				Month of September, 2022		500.00

Salton Community Services District

Check Detail

August 2022

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
08/12/2022	Check	0168	Fair, Gloria L.	Retiree Health Benefit Month of September, 2022		-447.36 447.36
08/12/2022	Check	0169	Freeman, Mr. Blake	Retiree Health Benefit Month of September, 2022		-500.00 500.00
08/12/2022	Bill Payment (Check)	0170	Ramon Madrigal			-150.00 -150.00
08/12/2022	Bill Payment (Check)	ACH	Truck Driver Academy/East Valley College			-500.00 -500.00
08/15/2022	Bill Payment (Check)	ACH	Laborers Health & Welfare Trust So. CA			- 11,824.16 - 11,824.16
08/15/2022	Expense			Remote Deposit Monthly Maintenance Pacific Premier Bank Charges		-50.00 50.00
08/15/2022	Expense			Online Wire Module Fee Pacific Premier Bank Charges		-30.00 30.00
08/17/2022	Bill Payment (Check)	0171	IID	Service Notification # 4032753 Business Partner# 3000197		-1,110.00 -1,110.00
08/17/2022	Bill Payment (Check)	0173	CED			-1,841.66 -1,841.66
08/17/2022	Bill Payment (Check)	0174	Medic First			-684.00 -684.00
08/17/2022	Bill Payment (Check)	0175	JetWire Inc.			-1,218.43 -1,218.43
08/19/2022	Check	ACH	CALPERS	06/27-7/10/22 Employer Contribution		-1,229.28

Salton Community Services District

Check Detail

August 2022

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
				CLASSIC		-1,229.28
08/19/2022	Check	ACH	CALPERS	06/27-7/10/22 Employer Contribution PEPRA		-2,223.76 -2,223.76
08/23/2022	Check	ACH	CALPERS	07/11-07/24/22 Employer Contribution PEPRA		-2,960.98 -2,960.98
08/23/2022	Check	ACH	CALPERS	07/11-07/24/22 Employer Contribution CLASSIC		-3,807.72 -3,807.72
08/26/2022	Bill Payment (Check)	ACH	Verizon Wireless	Account# 542131140-00001		-1,531.20 -1,531.20
08/29/2022	Bill Payment (Check)	ACH	Cytracom			-226.48 -226.48
08/29/2022	Bill Payment (Check)	ACH	Juniors VIP Cleaning			-250.00 -250.00
08/30/2022	Bill Payment (Check)	0176	Rick Engineering Company			-3,752.50 -3,752.50
08/30/2022	Bill Payment (Check)	0177	SC Fuels	01-0015893		-1,956.84 -1,956.84
08/31/2022	Check	ACH	CALPERS	Unfunded accrued Employer Contributions Employer Contributions Unfunded Classic 2022/2023		-4,116.50 -4,116.50
08/31/2022	Check	ACH	CALPERS	Unfunded accrued Employer Contributions Employer Contributions Unfunded Pepra 2022/2023		-180.00 -180.00
08/31/2022	Check	ACH	CALPERS	Unfunded accrued Employer Contributions Employer Contributions Unfunded Pepra, 25710, 2022/2023		-84.58 -84.58



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

Serving the West Shores of the Fabulous Salton Sea

Sewer Maintenance Report

2022

1. Day to Day Operations.
Run stations, service stations.
2. Work plan.
Maintain pond levees, pond weed removal.
Sewer connections.
3. Station issues during the monthly that were resolved.

STATION #6

We found pump clogged, Pump unclogged cleaned
reinstalled.



STATION 24

We found debris in the check valve which was allowing liquid to return to the wet well, one of the reasons for our increase in flows.



Station 24 Generator is out for repair.

Last month **Form 200** was submitted to the Water board, to upgrade our permits to increase our flow capacity for **TRC AND LANSING** WWTF. S.C.S.D. is in contact with RCAC an application was submitted for assistance with engineering for the technical report.

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

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 understand and agree 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 agree 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

Salton Community Services District
(SCSD)

By: Michael W. Kelley
Michael W. Kelley, Chairman
District Board of Directors

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



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

~~Dele 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):

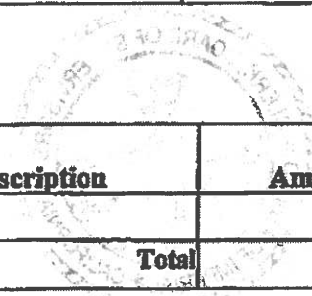
FROM:

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	




I. 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



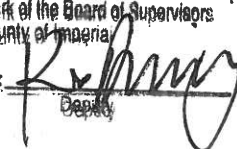
Blanca Acosta, Clerk of the Board of Supervisors
County of Imperial, State of California

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 Date 12/21/21 Minute Order # 16
County of Imperial

BY: 
Deputy

State of California - Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

GRANT CONTRACT
2018 Parks Bond Act
Per Capita Grant Program

GRANTEE Salton CSD

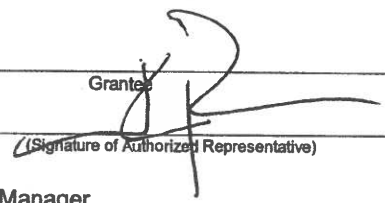
THE PROJECT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2024


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 
(Signature of Authorized Representative)
Title General Manager
Date 4/16/2022

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION
DocuSigned by:

By Jana Clarke
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	FISCAL YEAR 2021/22
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.

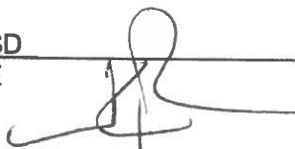
O. Section Headings

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: 
086AD152004346D...
Date: 5/5/2022

**Resolution of the Board of Directors of the Salton Community Services
District Consent for Authorized Representative(s) to Develop Scope of Work
for Professional Services for CWSRF Planning Application for Plant Capacity
Expansion**

Resolution # 2022-09-21-01

As part of Technical Assistance provided by State Water Resources Control Board, *Salton Community Services District* (Entity) in conjunction with the Rural Community Assistance Corporation (RCAC) will evaluate Requests for Proposals (RFP)/Requests for Qualifications (RFQ) (circle one) for professional services for the *CWSRF Planning Application for Plant Capacity Expansion*.

The Board of Directors of the Salton Community Services District hereby authorize and empower the following individual(s) to be part of the Selection Committee. The identified individual(s) will work with RCAC on the development of the Project Scope of Work (SOW) and will have the authority to sign off on the final version of the SOW to be included in the RFP that will be used to identify the most qualified firm for professional services for the above-mentioned project:

Name(s): David Dale, PE

Position(s)/Title(s): Interim General Manager

Telephone Number(s): (760) 394-4446

Email Address(es): ddale@saltoncsd.ca.gov

This resolution has been approved by the governing body of Salton Community Services District on September 21, 2022.

I, as authorized by the Entity, hereby certify and attest that all the information above is true and correct and affix the Entity's official seal.

YES

NO

Rogelio Flores, President

Lidia A. Sierra, Vice President

Manuel H. Ramos, Director

Dale Johnson, Director

Michelle Gilmore, Director

Rogelio Flores, President of the Board of Directors

ATTEST:

Sonia Thania Garcia, Secretary of the Board of Directors

SALTON COMMUNITY SERVICES DISTRICT

FINANCE COMMITTEE BYLAWS

The Salton Community Services District Finance Committee is charged with making recommendations to the Board of Directors of the District. It is an advisory committee which means that aside from recommendations to the Board of Directors it may not set policy or authorize expenditures. The Committee and its members are subject to the Ralph M. Brown Act which calls for open public meetings only on subjects that must be on an agenda which is posted in advance of the meeting as provided in these Bylaws and the Brown Act Government Code Section 54950 et seq.

1. OFFICERS OF THE FINANCE COMMITTEE

- 1.1 The officer of the Finance Committee is the Chairperson who has been nominated within the committee and approved by majority vote.
- 1.2 The Chairperson of the Finance Committee shall serve as chairperson at all Finance Committee meetings. The Chairperson shall have the same rights as the other members of the Committee in voting, introducing plans, recommendations for changes to the Board of Directors and any discussion.
- 1.3 In the absence of the Chairperson, the Committee Secretary shall serve as chairperson over all meetings of the Finance Committee. If the Chairperson and Committee Secretary are both absent, the remaining members shall select one amongst themselves to act as chairperson for the meeting.
- 1.4 The Chairperson and all members of the Finance Committee shall be nominated by the Board of Directors of the District. Every member appointed must reside within the District's service area or sphere of influence. Employees of the Salton Community Services District and Consultants to such District are not eligible to serve on the committee to avoid any conflict of interest or appearance of such.
- 1.5 Each member of the Board of Directors shall nominate one member of the community to serve on the Finance Committee. If a member of the Board of Directors wishes to serve on the Committee, that will stand as their nominee. Should a Board Member be nominated by another Board Member, the nominating Board Member has used their selection. The nominated Board Member retains the right to nominate a Committee Member. A maximum of two Board Members may serve on the committee, with preference given to members of the community. The Finance Committee Member serves as long as the nominating Board Member remains on the Board of Directors, at which time the new member of the Board of Directors may either choose a new member or request previous member remain as part of the Committee.

2. MEETINGS

2.1 Regular meetings of the Financial Committee shall commence at 7:00 a.m. on the Friday before the District's Board of Director's regular meeting (the third Wednesday of each calendar month) of each calendar month in the District Office located at 1209 Van Buren Ave. Suite 1, Salton City in the Board Room unless otherwise directed by the Board of Directors.

2.2 Members of the Finance Committee shall attend all meetings of the committee unless there is good cause for their absence.

2.3 No Committee action may be taken on an item not on the posted agenda; except as otherwise allowed under the Brown Act.

2.4 Pursuant to the Brown Act:

- a. Committee Members may briefly respond to statements or questions from the public, but shall not engage in discussion regarding matters not on the Agenda.
- b. Committee Members may, on their own initiative or in response to public questions, ask questions for clarification, provide references to staff or other resources for information.
- c. The Chairperson or a Committee majority in open session may take actions to direct secretary to place a matter on a future agenda.

2.5 The Chairperson shall conduct all meetings in a manner consistent with the policies of the SCSD. All comments shall be directed to the Chairperson. The Chairperson shall determine the order in which agenda items shall be considered for discussion and/or actions taken by the Committee and shall announce the Committee's decisions on all subjects. The Chairperson and all Committee members shall vote on all motions except in the case of a conflict of interest. On roll call votes, the maker of the motion shall be called first, the Committee member seconding the motions shall be called second, and the remainder are polled with the Chairperson voting last, unless the Chairperson made the motion or seconded the motion.

2.6 A majority of the Committee shall constitute a quorum for the purpose of holding a meeting and for making recommendations to the District Board of Directors. When there is no quorum for a regular meeting, the Chairperson, or any Committee member shall adjourn such meeting, or, if no Committee member is present, the Committee Secretary shall adjourn the meeting.

2.7 A roll call vote shall be taken upon votes and shall be entered in the minutes of the Committee showing those Committee members voting aye, voting no, and those abstaining or absent. Unless a Committee member states that they are not voting because of a conflict of interest and recuses themselves by stepping down from the dais prior to

the discussion of the items, his or her silence shall be recorded as affirmative vote and vote of abstention shall be recorded as abstention.

2.8 Any person attending a public meeting of the Finance Committee may record the proceedings with an audio or video tape recorder or a still or motion picture camera in the absence of a reasonable finding that the recording cannot continue without noise, illumination, or obstruction of view that constitutes or would constitute a disruption of the proceedings.

2.9 All video tape recorders, still and/or motion picture cameras shall remain stationary and shall be located and operated from behind the public speaker's podium once the meeting begins. The Chairperson retains the discretion to alter these guidelines, including the authority to require that all video tape recorder, still and/or motion picture cameras be located in the back of the room.

3. AGENDAS

3.1 The Committee Secretary, in cooperation with the Chairperson and/or General Manager shall prepare an agenda for each regular meeting of the Finance Committee. Any Member may call the Committee Secretary and request an item to be placed on the regular meeting agenda no later than 3:30 p.m. two weeks prior to the meeting date. The General Manager shall establish a SCSD policy to guide staff in preparation of meeting agendas.

3.2 A block of not to exceed 30 minutes time shall be set aside to receive general public comments. Comments on agenda items should be held until the appropriate item is called. Unless otherwise directed by the Chairperson, members of the public shall state their name and their general place of residence prior to giving their comment. Public comment shall be directed to the Chairperson of the Committee and limited to three (3) minutes unless extended or shortened at the Chairperson's discretion.

3.3 Those items on the Finance Committee Agenda, which are considered to be of a routine and non-controversial nature, are placed under "Consent Calendar Items". These items shall be approved, adopted, and accepted, etc. by one motion of the Committee Members. For example, approval of Minutes.

a. Committee members may request that any item listed under "Consent Calendar" be removed from the "Consent Calendar", and the Committee will then take action separately on that item. A member of the public will be given an opportunity to comment on the "Consent Calendar", however, only a member of the Committee for discussion, will typically be heard after other "Consent Calendar" are approved unless the Chairperson orders an earlier or later time.

b. A Committee member may ask questions on any item on the Consent Calendar. When a Committee Member has a minor question for clarification concerning a consent item, which will not involve extended discussion, the item may be discussed for clarification and the questions will be addressed along with the rest

of the “Consent Calendar”. Committee members are encouraged to seek clarifications prior to the meeting if possible.

- c. When a Committee member wishes to pull an item simply to register a dissenting vote, the Committee member shall inform the presiding officer that they wish to register a dissenting vote without discussion. These items will be handled along with the rest of the Consent Calendar, and the Committee Secretary will register a “NO” vote in the minutes.

4. PREPARATION OF MINUTES AND MAINTENANCE OF TAPES

- 4.1 The minutes of the Committee shall be kept by the Committee Secretary and shall be neatly produced and kept in a file for that purpose, with a record of each particular type of business transacted in paragraphs with proper subheadings;
- 4.2 The Committee Secretary shall be required to make a record only of such business as was actually passed upon by a vote of the Committee and except as provided in Section below, shall not be required to record any remarks by Committee members or any other person.
- 4.3 Any Member may request for inclusion into the minutes brief comments pertinent to an agenda item, only at the meeting in which the item(s) is discussed.
- 4.4 Written materials delivered to the Committee at the meeting that were not contained in the Committee Agenda Packet for review by the Committee prior to the meeting shall not be included in the meeting minutes.
- 4.5 The Committee Secretary shall attempt to record the names and general place of residence of persons addressing the Committee, the title of the subject matter to which their remarks relate, and whether they spoke in support or opposition of such matter.
- 4.6 Any electronic media of a SCSD meeting made for whatever purpose, by direction of the SCSD, shall be subject to inspection pursuant to the California Public Records Act. SCSD tape and film records may be erased thirty (30) days after the taping or recording.

5. MEMBERS OF THE FINANCE COMMITTEE

- 5.1 Members shall prepare themselves to discuss agenda items at the meeting of the Finance Committee. Information may be requested from staff or exchanged between Members before meetings.
- 5.2 Information that is exchanged before meetings shall be distributed through the Committee Secretary, and all Members will receive all information being distributed.
- 5.3 Members shall at all times conduct themselves with courtesy to each other, to staff and to members of the audience present at Committee meetings.

5.4 Differing viewpoints are healthy in the decision-making process. Individuals have the right to disagree with ideas and opinions, but without being disagreeable. Once the Finance Committee takes action, Members should not create barriers to the implementation of said action.

5.5 Barring an emergency, members unable to attend a scheduled meeting must notify the Secretary or Chairperson 24 hours prior to the time and date of the meeting.

5.6 Should a member miss three (3) meeting within four (4) months, it will be recommended to the Board of Directors of the Salton Community Services District that they be removed as a committee member.

6. AUTHORITY OF FINANCE COMMITTEE MEMBERS

6.1 This the unit of authority within the SCSD. Apart from their normal function as part of this unit, Members have no individual authority to act outside of a duly held regular or special meeting. As individuals, Members may not commit the Committee to any recommendation.

6.2 Members do not represent any fractional segment of the community, but are, rather, a part of the body, which represents and acts for the community as a whole.

6.3 The sole responsibility of the Finance Committee is to make recommendations to the Board of Directors regarding financial matters. The Finance Committee does not have the authority to set policy or bind the District.

7. MEMBER GUIDELINES

7.1 Committee Members, by making a request to the General Manager, shall have access to information relative to the Finance Committee. If the General Manager cannot provide the requested information in a timely manner, a reason of information deficiency, or major interruption of work schedules, workloads, and priorities, then the General Manager shall inform the individual Committee Member why the information is not or cannot be made available.

7.2 In handling complaints from residents, property owners within the SCSD, or other members of the public, Committee Members are encouraged to listen carefully to the concerns, but the complaint should be referred to the General Manager for processing and the SCSD's response, if any.

7.3 Members, when seeking clarification of the financial matters, should confer directly with the General Manager.

7.4 When approached by SCSD personnel concerning specific SCSD policy, Members should direct inquiries to the General Manager. The chain of command should always be followed.

7.5 Members and General Manager should develop a working relationship so that current issues, concerns and SCSD projects can be discussed comfortably and openly.

7.6 When responding to constituent requests and concerns, Members should respond to individuals in a positive manner and route their questions and/or concerns to the General Manager, or in their absence, to the Committee Secretary.

8. MEMBER COMPENSATION

Finance Committee Members are not compensated for their time. Committee Members have agreed to volunteer their time.

9. INFORMATION AND CORRESPONDENCE DISTRIBUTION POLICY

Time permitting, pertinent and necessary documents shall be accumulated and delivered to the Finance Committee with agenda packets. **Agenda Packets will be available to Committee Members for review 72 hours prior to any scheduled meeting.** The General Manager shall establish policy and procedures for receiving, processing and distribution of SCSD correspondence.

All questions, comments, or suggestions regarding the Finance Committee should be directed to the Committee Chairperson. If the Committee Members receive comments from the public outside of meetings, they should forward the information to the Committee Chair.

9.1 Any Finance Committee Member may email the Chairperson with their questions, comments, or suggestions. Responses will be emailed or provided at the next meeting to all members based on urgency.

10. CONFLICTS AND RELATED POLICY

State laws are in place, which prohibit any action by a Committee Member or the SCSD that may reflect a conflict of interest. The purpose of such laws and regulations is to ensure that all actions are taken in the public interest. Laws, which regulate conflicts, are very complicated. The following provides a brief policy summary of various conflict related laws.

10.1 Conflict of Interest

Each Member is encouraged to review the SCSD Conflict Code on an annual basis. The general rule is that an official may not participate in the making of a governmental decision if it is: (1) reasonably foreseeable that the decision will have a (2) material financial effect on the (3) official or a member of his or her family or on an economic interest of the official, and (4) the effect is distinguishable from the effect on the public generally. Additionally, the FPPC regulations relating to interests in real property have recently been changed. If the real property in which the Member has an interest is located

within 500 feet of the boundaries of the property affected by decision, that interest is now deemed to be directly involved in the decision.

10.2 Interest in Contracts, Government Code Section 1090

Government Code Section 1090 provides that the Committee Members may not influence the District to contract with any business in which another Committee Member has financial interest.

11. RESTRICTIONS ON RULE

The rules contained herein are guidelines and shall govern the Committee in all cases to which they are applicable, and in which they are not inconsistent with State and Federal laws.