

SALTON COMMUNITY SERVICES DISTRICT

Parks and Recreation Meeting Agenda

October 4, 2022

Open Session 1:00pm

1209 Van Buren Ave.

Salton City, CA 92275

www.saltoncsd.ca.gov

Members

Lizabeth Flores, Chairperson

Lidia A. Sierra, Member, VP of the Board

Irene Hernandez, Member

Nancy del Castillo, Member

Staff

Thania Garcia, Board Secretary

1. **Call to Order:** 1:00pm
2. **Roll Call:**
3. **Pledge of Allegiance:** Lizabeth Flowers

4. **Public Comments:**

This is a Public Meeting, and this is The Time for the Public Comments. At This Time, You May Address the Committee for (3) Minutes on Items That Are Within the Subject Matter Jurisdiction of the Salton Community Services District, Parks and Recreation Committee.

5. **Consent Calendar items:**

6. **Old Business:**

A. Discussion to approve the Parks and Recreation Bylaws.

B. Discussion of the Per Capita Grant for the Salton City Park.

7. **New Business:**

A. Discussion and Planning for the Halloween activity to be presented to the Board of Directors.

B. Review and Discuss Walk- way plan submitted by Parks and Rec Steve Prager.

- A. **Adjournment:**

Thania Garcia, Board Secretary

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

SALTON COMMUNITY SERVICES DISTRICT

PARKS AND RECREATION COMMITTEE BYLAWS

The Salton Community Services District Parks and Recreation 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 PARKS AND RECREATION COMMITTEE

- 1.1 The officer of the Parks and Recreation Committee is the Chairperson who has been nominated within the committee and approved by majority vote.
- 1.2 The Chairperson of the Parks and Recreation Committee shall serve as chairperson at all Parks and Recreation 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 Vice Chairperson shall serve over all meetings of the Parks and Recreation Committee. If the Chairperson and Vice Chairperson 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 Parks and Recreation Committee shall be nominated by the Board of Directors of the District. Every member appointed must reside within the District's service area. 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 Parks and Recreation 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 Parks and Recreation 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 Parks and Recreation Committee shall commence at 1:00 p.m. on the first Tuesday of every month 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 Parks and Recreation 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 3 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 Parks and Recreation 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 Parks and Recreation 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 Parks and Recreation 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 4 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 PARKS AND RECREATION COMMITTEE

- 5.1 Members shall prepare themselves to discuss agenda items at the meeting of the Parks and Recreation 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 Parks and Recreation 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 PARKS AND RECREATION 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 Parks and Recreation Committee is to make recommendations to the Board of Directors regarding Parks and Recreation matters. The Parks and Recreation 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 Parks and Recreation 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 park 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

Parks and Recreation 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 Parks and Recreation 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 Pa 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 Parks and Recreation 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 7 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.



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Per Capita Project Application Form

PROJECT NAME SALTON CITY PARKS AND OPEN SPACES PM 10 DUST MITIGATION PROJECTS	REQUESTED GRANT AMOUNT \$ 88976.00
PROJECT SITE NAME and PHYSICAL ADDRESS where PROJECT is located including zip code (substitute latitude and longitude where no street address is available) SALTON COMMUNITY PARK AND SURROUNDING STREETS 1240 HARBOR DRIVE THERMAL, CA 9274	MATCH AMOUNT (if project is not serving a severely disadvantaged community) \$ 0
	LAND TENURE (<input checked="" type="checkbox"/> all that apply) <input type="checkbox"/> Owned in fee simple by GRANTEE <input type="checkbox"/> Available (or will be available) under a () year lease or easement

NEAREST CROSS STREET HWY 86s and SOUTH MARINA						
Project Type (Check one) Acquisition <input type="checkbox"/> Development <input checked="" type="checkbox"/>						
COUNTY OF PROJECT LOCATION IMPERIAL COUNTY						
GRANTEE NAME AND MAILING ADDRESS SALTON COMMUNITY SERVICES DISTRICT 1209 VAN BUREN, THERMAL CA 92274						
AUTHORIZED REPRESENTATIVE AS SHOWN IN RESOLUTION						
<table><thead><tr><th>Name (typed or printed) and Title</th><th>Email address</th><th>Phone</th></tr></thead><tbody><tr><td>DAVID DALE GM,</td><td>DDALE@SALTONCSD.CA.GOV</td><td>760.394.4446</td></tr></tbody></table>	Name (typed or printed) and Title	Email address	Phone	DAVID DALE GM,	DDALE@SALTONCSD.CA.GOV	760.394.4446
Name (typed or printed) and Title	Email address	Phone				
DAVID DALE GM,	DDALE@SALTONCSD.CA.GOV	760.394.4446				
GRANT CONTACT-For administration of grant (if different from AUTHORIZED REPRESENTATIVE)						
<table><thead><tr><th>Name (typed or printed) and Title</th><th>Email address</th><th>Phone</th></tr></thead><tbody></tbody></table>	Name (typed or printed) and Title	Email address	Phone			
Name (typed or printed) and Title	Email address	Phone				
GRANT SCOPE: I represent and warrant that this APPLICATION PACKET describes the intended use of the requested GRANT to complete the items listed in the attached Development PROJECT Scope/Cost Estimate Form or acquisition documentation. I declare under penalty of perjury, under the laws of the State of California, that the information contained in this APPLICATION PACKET, including required attachments, is accurate.						
<table><tr><td>Signature of AUTHORIZED REPRESENTATIVE as shown in Resolution</td><td>Date</td></tr><tr><td>Print Name: DAVID DALE</td><td></td></tr><tr><td>Title: GENERAL MANAGER</td><td></td></tr></table>	Signature of AUTHORIZED REPRESENTATIVE as shown in Resolution	Date	Print Name: DAVID DALE		Title: GENERAL MANAGER	
Signature of AUTHORIZED REPRESENTATIVE as shown in Resolution	Date					
Print Name: DAVID DALE						
Title: GENERAL MANAGER						



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Development Project Scope/Cost Estimate Form

GRANTEE: SALTON COMMUNITY SERVICES DISTRICT	PROJECT Name SALTON CITY PARKS AND OPEN AREAS PM 10 DUST MITIGATION PROJECTS
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Development project scope (Describe the project in 30 words or less):
APPLY, INSTALL AND CREATE MORE GRASS AREAS, PUBLIC AREA LANDSCAPES, STREET TREE WINDBREAK CORRIDORS, APPLY VAST AMOUNTS OF SOIL BINDER "GREEN GLUE" MATERIAL VIA WATER TRUCK, WASH DOWN STREETS

Project Scope Items - all that apply:

Install new	Renovate existing	Replace existing	Recreation Element
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Pool, aquatic center, splash pad
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trails or walking paths
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Landscaping or irrigation
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Group picnic, outdoor classrooms, other gathering spaces
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Play equipment, outdoor fitness equipment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sports fields, sports courts, court lighting
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Community center, gym, other indoor facilities
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Restroom, concession stand
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other:
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other:
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Minor elements which support one or more of the recreation elements checked above: benches, lighting, parking, signage, etc.

PRE-CONSTRUCTION (costs incurred prior to ground-breaking, such as design, permits, bid packages, CEQA); up to 25% of total PROJECT cost. **\$5,000.00**

Construction **\$83,976.00**

Total PROJECT cost **\$88,976.00**

Subtract GRANTEE match if not in severely disadvantaged community (20% of total PROJECT cost, see page 13) **Less match -\$ 0.00**

Total GRANT amount requested **\$88,976.00**

The GRANTEE understands that all elements listed on this form must be complete and open to the public before the final grant payment will be made.

AUTHORIZED REPRESENTATIVE Signature

Date

DAVID DALE

Print Name and Title

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

GRANT CONTRACT
2018 Parks Bond Act
Per Capita Grant Program

GRANTEE Salton CSD

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

CONTRACT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2048

The GRANTEE agrees to the terms and conditions of this Contract, and the State of California, acting through its Director of the Department of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the GRANT SCOPE(s) as defined in the GRANT SCOPE/Cost Estimate Form or acquisition documentation for the application(s) filed with the State of California.

The General and Special Provisions attached are made a part of and incorporated into the Contract.

Salton CSD

By

Grantee

(Signature of Authorized Representative)

Title General Manager

Date

4/16/2022

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

DocuSigned by:

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: 
086AD452004346D...

Date: 5/5/2022

Flame Ave

Iridescent Ave



Salton City Park



Cost Estimate

130' = 9.6 yards

Conc. 170.00 per yard

Delivered

\$1700.00 Per Yard

Count of 24: $2 \times 4 \times 12 = 7.33$ ea. =
\$180.00

(12) $1'' \times 2'' \times 18'' = \6.00

12- Bundles = \$72.00

\$2,200.00 Per Section

Approx. 10 Sections =
\$22,000/Material

To do 1200 feet

Each section would be 120 by
6'