

SEELEY COUNTY WATER DISTRICT  
1898 West Main Street (P.O. Box 161) Seeley, CA 92273  
Telephone: 760.352.6612 Facsimile: 760.352.0589



**PRESIDENT:** Leslie Hill    **VICE PRESIDENT:** Donald Murphy  
**BOARD OF DIRECTORS:** Jason Grima, Esteban Jaramillo, Bianca Vasquez

## NOTICE OF REGULAR MEETING

Date:            **December 20, Adjourned to December 27, 2023**  
Where:         SCWD Office, 1898 W. Main Street, Seeley CA 92273  
Time:           **4:00PM**

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, IF YOU NEED SPECIAL ASSISTANCE TO PARTICIPATE IN THIS MEETING, PLEASE CONTACT THE GENERAL MANAGER AT, (760) 425-0041. NOTIFICATION 48 HOURS PRIOR TO THE MEETING WILL ENABLE SCWD TO MAKE REASONABLE ARRANGEMENTS TO ENSURE ACCESSIBILITY TO THIS MEETING [28CFR 35.102-35.104 ADA TITLE II]

- A. CALL TO ORDER
  - PLEDGE OF ALLEGIANCE
  - QUORUM – ROLL CALL
  
- B. DISCUSSION OF AGENDA
  - 1. Items to be pulled from the Action Calendar.
  - 2. Items to be pulled from the Discussion Calendar.
  - 3. Emergency Items to be added.
  - 4. Approval of the agenda.

<b>C. PUBLIC APPEARANCES</b>
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1. Matters not appearing on the agenda. If you wish to address the BOARD OF DIRECTORS concerning any item within the BOARD'S jurisdiction, please raise your hand and be acknowledged by the BOARD PRESIDENT, and at that time state your name and address for the record. The BOARD PRESIDENT reserves the right to place a time limit on each person's presentation of three (3) minutes. It is requested that longer presentations be submitted to the BOARD OF DIRECTORS in writing.

2. Matters appearing on the agenda. If you wish to address the BOARD OF DIRECTORS concerning any item appearing on the agenda, please raise your hand and be acknowledged by the BOARD PRESIDENT, and at that time state your name and address for the record. The BOARD PRESIDENT reserves the right to place a time limit on each person's presentation of three (3) minutes.



**H.****Action/Discussion**

**H-1. SUBJECT: DISCUSSION/ACTION: MODIFICATION OF RESOLUTION 112923-03 OF THE SEELEY COUNTY WATER DISTRICT APPROVED ON NOVEMBER 29, 2023**

3. APPROVE RESOLUTION 112923-03 WITH MODIFICATIONS
4. THE SECOND WHEREAS CLAUSE IS MODIFIED AND DOCUMENTED TO ENSURE ALIGNMENT WITH THE CAL-OES GRANT ID NUMBER AND DISASTER NUMBER

**H-2. SUBJECT: DISCUSSION/ACTION: RESOLUTION 122723-01 OF THE SEELEY COUNTY WATER DISTRICT FOR THE CALIFORNIA CLIMATE INVESTMENTS URBAN GREENING GRANT PROGRAM - AGREEMENT NO UG2120-0 FOR JOHN ROBERT BATES MEMORIAL PARK**

1. APPROVE RESOLUTION 112923-01
2. DELEGATE THE AUTHORITY TO THE ADMIN GENERAL MANAGER, THE REPRESENTATIVE TO CONDUCT ALL NEGOTIATIONS, EXECUTING ALL DOCUMENTS, INCLUDING, BUT NOT LIMITED TO APPLICATIONS, AGREEMENTS, AND PAYMENT REQUESTS.

**H-3. SUBJECT: DISCUSSION/ACTION: THE SEELEY COUNTY WATER DISTRICT BOARD TO ENTER INTO AN AGREEMENT FOR SERVICES WITH KIMLEY-HORN IN RELATION TO THE URBAN GREENING GRANT PROCESS**

1. APPROVE AGREEMENT AS PRESENT FOR SERVICES RELATED TO THE PHASE III URBAN GREENING PARK IMPROVEMENTS
2. APPROVE THE ADMINISTRATIVE GENERAL MANAGER AND PRESIDENT OF THE BOARD TO EXECUTE AGREEMENT
3. APPROVE AMOUNT NOT TO EXCEED \$28,000

**H-4. SUBJECT: DISCUSSION/ACTION: GAS DETECTOR**

1. APPROVE THE PURCHASE OF A SNIFFER NOT TO EXCEED IN THE AMOUNT OF \$340.00.

**I.****CLOSED SESSION:**

This is a CLOSED SESSION in which the Board of Directors discuss matters in closed session as opposed to open session. Only those matters authorized by the Brown Act function as permissible CLOSED SESSION subjects will be discussed. They are as follows:

1. SUBJECT: CONFERENCE WITH LABOR NEGOTIATORS (Section: §54957.6)  
Agency designated representatives: Mitch Driskill and Teri Brownlee  
Employee organization: Teamsters Union Local 542

2. SUBJECT: CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Significant Exposure to Litigation Pursuant to Government Code Section §54956.9(b).  
(Two potential case)
3. SUBJECT: CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION  
Pursuant to paragraph (4) of subdivision (d) of Government Code Section § 54956.9 (no cases)
4. SUBJECT: PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Gov. Code section 54957(b)(1).) (The performance of an existing employee) Title: General Manager and Secretary of the Board

**J.**

**ANNOUNCEMENTS:**

1. Board of Supervisors Public Meetings: **Tuesdays at 9:30 am**  
(open session) at 940 W. Main St.
2. CSDA Newsletter: [www.csda.net](http://www.csda.net)

**K.**

**ADJOURNMENT:**

**NEXT REGULAR BOARD MEMBER MEETING: February 22, 2024.**

NOTE: Any documents produced by the SCWD and distributed to a majority of the SCWD Board regarding any item on this agenda will be made available at the front counter at Seeley County Water District, located at 1898 W. Main Street, Seeley CA 92273, during normal business hours.



Board President: Leslie Hill  
 Vice President: Donald Murphy  
 Board Members: Jason Grima, Esteban Jaramillo, Bianca Vásquez

## Operations Report

To: Miriam Rosales, Admin General Manager	RE: Water and Waste Operation Report
From: Amado Ramirez, Plant Operations Supervisor & Marco Resendiz, Wastewater Ops II	Date: December 27, 2023 Reporting Month: November & December

### 1. Emergency Items:

- a. Major equipment failures or breakdowns that disrupt essential services.
- b. Contamination incidents that pose an immediate threat to public health and safety.
- c. Large-scale water leaks or sewer overflows that require immediate response.
- d. Natural disasters or extreme weather events affecting the facilities.

Wastewater Facility		Potential Costs:	Water Facility		Potential Costs:
1	Ongoing shut down to the Wastewater Treatment Plant, due to possible leakage from the West Oxidation pond into the New River.	2 million	1	Distribution motor/pump #1 needs maintenance.	\$5,500
2			2	Plumbing parts needed to repair clarifier #1 flange.	\$200

### 2. Urgent Items:

- a. Pump failures or operational issues that could lead to service interruptions.
- b. Pipeline leaks or breaches that need immediate attention to prevent further damage.
- c. Water quality issues that require investigation and corrective actions.
- d. Power outages or electrical problems impacting critical systems.
- e. Chemical spills or hazardous material incidents within the facilities.

Wastewater Facility		Water Facility	
1	Pinhole in twin filter #2, quote still pending.	1	
2	Repair quote for 2 aerators, \$2,662.00 and \$2,584.00	2	
3		3	

D-1

### 3. Routine Maintenance Items: (Budgeted FY 2023-24)

- a. Regularly scheduled equipment maintenance and inspections.
- b. Status of ongoing repair and maintenance projects.
- c. Upcoming preventive maintenance activities and their impact on facility operations.
- d. Inventory of spare parts and materials needed for routine maintenance.
- e. Updates on compliance with regulatory maintenance requirements.

Wastewater Facility		Dates	Water Facility		Dates
1	Septage station maintenance	Aug 1	1	¾ inch AMI meters- Back Ordered	Nov
2	Manhole maintenance 50% done.	June	2	Distribution Lines maintenance 50% done.	July
3			3	Replace TTHM system filters, with a cost of \$920.16	Dec.
4			4		

### 4. Compliance and Regulatory Matters:

- a. Reports on water quality testing, ensuring compliance with health and environmental standards.
- b. Status of permits and regulatory compliance at the facilities.
- c. Any violations or non-compliance issues and steps taken to rectify them.

Wastewater Facility		Due Date	Water Facility		Due Date
1	NPDES Permit effective August 1, 2023-2028	Due 2028	1	Drought Report, Next Drought Report is for April May and June 2023.	July 1, 2023
2	No Violations for this Month, due to ongoing shut down of the Wastewater treatment plant.		2	CCR Report Notice	
3			3		
4			4		
5			5		

**Notes:** (1). Small water suppliers serving less than 1000 service connections are required to add drought planning elements to its emergency notification or response plan by July 1, 2023. (California Water Code 10309.60(b)). *Completed by SCWD.*

### 5. Long-Term Planning:

- a. Infrastructure improvement projects to enhance the efficiency and reliability of the facilities.
- b. Future expansion plans to accommodate the growing population and demand.

Wastewater Facility		Year	Water Facility		Year
1	Wastewater Treatment Improvement "Membrane Bioreactor", MBR system.	2025-2026	1	WTP Equipment Improvements	2024-2025
2	Septic Receiving Station Improvements	2025-2026	2	Solar Shade Parking Structure On Hold	2025-2026
3	Solar Shade Parking Structure-On Hold	2025-2026	3		
4	UV Disinfection Project	2025	4	<i>There is no expansion plan</i>	--
5	<i>There is no expansion plan</i>		5		

**6. Resource Allocation:**

- a. Staffing levels and any personnel issues that may affect operations.
- b. Budget updates related to maintenance, repairs, and emergency response activities.
- c. Requests for additional resources to address critical issues effectively.

Wastewater Facility		Costs	Water Facility		Costs
1	West Oxidation pond needs solids removal, and possible damage in liner	2-Million	1	Effluent motor/pump and backwash motor/pump for filter #1 needs maintenance and repair.	\$5,000.
2	Oxidation pond aerator repair done by Christerna Electromecanica services.	\$3,208	2	Effluent motor/pump and backwash motor/pump for filter #2 needs maintenance and repair.	\$5,000.
3			3		

**End of Report**

D-1

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**PRESIDENT:** Leslie Hill    **VICE PRESIDENT:** Donald Murphy  
**BOARD OF DIRECTORS:** Jason Grima, Esteban Jaramillo, Bianca Vasquez

## NOTICE OF REGULAR MEETING

Date:            **November 22, Adjourned to November 29, 2023**  
Where:         SCWD Office, 1898 W. Main Street, Seeley CA 92273  
Time:           **4:00PM**

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, IF YOU NEED SPECIAL ASSISTANCE TO PARTICIPATE IN THIS MEETING, PLEASE CONTACT THE GENERAL MANAGER AT, (760) 425-0041. NOTIFICATION 48 HOURS PRIOR TO THE MEETING WILL ENABLE SCWD TO MAKE REASONABLE ARRANGEMENTS TO ENSURE ACCESSIBILITY TO THIS MEETING [28CFR 35.102-35.104 ADA TITLE II]

### A. CALL TO ORDER

**The regular Meeting of the Board of Directors of the Seeley County Water District was held at the district's meeting room and called to order @ 4:00pm by Director Leslie Hills.**

PLEDGE OF ALLEGIANCE

**Pledge of Allegiance led by Director Leslie Hills.**

QUORUM – ROLL CALL

### ***Director's Present at Roll Call:***

Leslie Hill

Esteban Jaramillo – Conferece call 4:00PM, present 4:09PM

Donald Murphy - Absent

Bianca Vásquez

Jason Grima

### B. DISCUSSION OF AGENDA

1. Items to be pulled from the Action Calendar.
2. Items to be pulled from the Discussion Calendar.
3. Emergency Items to be added.
4. Approval of the agenda.

E-2

**Director Esteban Jaramillo made a motion to approve the agenda as presented.**

**Seconded by Director Jason Grima.**

**Discussion of the Board and Public followed. The motion carried with all members voting in the affirmative.**

**AYES: Director Leslie Hill, Jason Grima, Esteban Jaramillo, Bianca Vásquez, Donald Murphy absent.**

**Staff in Attendance:** Administrative General Mgr. & Secretary of the Board Miriam Rosales, Amado Ramirez, Plant Operation Supervisor, Administrative Assistant Patricia Lopez, Marco Resendiz via conference call.

**Legal Counsel in Attendance:** Mitch Driskill

**Via conference call Water & Wastewater Consultant:** Aaron Garcia

**Other Members of the Public:** Sandy Martinez.

**C. PUBLIC APPEARANCES**

1. Matters not appearing on the agenda. If you wish to address the BOARD OF DIRECTORS concerning any item within the BOARD'S jurisdiction, please raise your hand and be acknowledged by the BOARD PRESIDENT, and at that time state your name and address for the record. The BOARD PRESIDENT reserves the right to place a time limit on each person's presentation of three (3) minutes. It is requested that longer presentations be submitted to the BOARD OF DIRECTORS in writing.

2. Matters appearing on the agenda. If you wish to address the BOARD OF DIRECTORS concerning any item appearing on the agenda, please raise your hand and be acknowledged by the BOARD PRESIDENT, and at that time state your name and address for the record. The BOARD PRESIDENT reserves the right to place a time limit on each person's presentation of three (3) minutes.

**D. REPORTS**

1. President and Vice President/or Board Member comments  
**No Comments**
2. Administrative General Manager and Secretary Report  
**AGMSB gave staff report.**

**E. CONSENT AGENDA**

All items appearing under the "Consent Agenda" will be acted upon by the Board by one motion without discussion. Should a Board member or other person request that any item be considered separately that item will then be taken up at the time as determined by the Board President.

1. Accounts Payable - Demands for Payment List
2. Approval of Minutes: REGULAR MEETING:
  - a. September 20, 2023
  - i. October 18, 2023, Cancelled
3. Authorize up to 4 Administrative days for the President of the Board for the month of October/November 2023.

E-2

**F. Community Planning:**

John Robert Bates Memorial Discussion points:

1. Board of Directors Input
2. Park Elements and Community Center and Garden
3. Community Input

**G. Direction/Discussion:**

**G-1. SUBJECT: DIRECTION/DISCUSSION: WATER BOARD REGULATORS/INSPECTION OF OXIDATION PONDS/ WWTP IMPROVMENTS UPDATES**

**H. Action/Discussion**

**H-1. SUBJECT: DISCUSSION/ACTION: APPROVE RESOLUTION 112923-01 OF SEELEY COUNTY WATER DISTRICT APPROVING AN APPLICATION FOR OUTDOOR EQUITY GRANTS PROGRAM GRANT FUNDS AND DELEGATING THE AUTHORITY TO THE ADMIN GENERAL MANAGER**

1. APPROVE RESOLUTION 112923-01
2. DELEGATE THE AUTHORITY TO THE ADMIN GENERAL MANAGER THE REPRESENTATIVE TO CONDUCT ALL NEGOTIATIONS, SIGN ND SUBMIT ALL DOCUMENTS, INCLUDING, BUT NOT LIMITED TO APPLICATIONS, AGREEMENTS, AND PAYMENT REQUESTS

**Director(s) Esteban Jaramillo made a motion to approve item H-1.**

**Seconded by Jason Grima.**

**Discussion of the Board and Public followed. The item was taken to a vote. The motion carried with all members voting in the affirmative.**

**AYES: Director(s) Leslie Hill, Jason Grima, Esteban Jaramillo, Bianca Vásquez**

**NOES:**

**ABSTAIN:**

**ABSENT: Director Donald Murphy**

**H-2. SUBJECT: DISCUSSION/ACTION: RESOLUTION 112923-02 OF SEELEY COUNTY WATER DISTRICT APPROVING A TEMPORARY LOAN FROM THE WASTEWATER FUND TO COMPLETE PHASE (1) ONE UNTIL THE COMMUNITY BENEFIT PROGRAM GRANT IS DISBURSED FROM THE IMPERIAL COUNTY ASSESSORS**

1. APPROVE RESOLUTION 112923-02 TEMPORARY LOAN FOR COMPLETION OF AMENITIES AND FITNESS EQUIPMENT PROJECT AND PAYMENT FOR SERVICES TO A&N QUALITY BUILDERS, INC

**Director(s) Jason Grima made a motion to approve item H-1.**

**Seconded by Esteban Jaramillo.**

**Discussion of the Board and Public followed. The item was taken to a vote. The motion carried with all members voting in the affirmative.**

**AYES: Director(s) Leslie Hill, Jason Grima, Esteban Jaramillo, Bianca Vásquez**

(E-2)

**NOES:**

**ABSTAIN:**

**ABSENT: Director Donald Murphy**

**H-3. SUBJECT: DISCUSSION/ACTON: EMERGENCY RESERVE EXPENDITURE DIAPHRAM PUMP OPTIONS 1, 2, OR 3:**

1. APPROVE THE PURCHASE OF 1 (ONE) 3-INCH DIAPHRAM PUMP \$3697.49; OR
2. APPROVE THE PURCHASE OF 2 (TWO) 3-INCH DIAPHRAM PUMPS \$7394.98; OR
3. APPROVE THE PURCHASE OF 1 (ONE) 4-INCH DIAPHRAM PUMP WITH HITCH AND TRAILER \$22,876.83.

**Director(s) Esteban Jaramillo made a motion to approve item H-3 Option 3 Purchase of 4-inch Pump for the options presented, any change of cost must be notified to Board members. Seconded by Jason Grima**

**Discussion of the Board and Public followed. The item was taken to a vote. The motion carried with all members voting in the affirmative.**

**AYES: Director(s) Leslie Hill, Jason Grima, Esteban Jaramillo, Bianca Vásquez**

**NOES:**

**ABSTAIN:**

**ABSENT: Director Donald Murphy**

**H-4 SUBJECT: DISCUSSION/ACTON: RESOLUTION NO. 112923-03 RESOLUTION OF THE SEELEY COUNTY WATER DISTRICT A NON-STATE AGENCY APPROVING THE STATE OF CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (CAL-OES) OBTAIN FEDERAL FINANCIAL ASSISTANCE.**

**Director(s) Leslie Hills made a motion to approve item H-4  
Seconded by Jason Grima**

**Discussion of the Board and Public followed. The item was taken to a vote. The motion carried with all members voting in the affirmative.**

**AYES: Director(s) Leslie Hill, Jason Grima, Esteban Jaramillo, Bianca Vásquez**

**NOES:**

**ABSTAIN:**

**ABSENT: Director Donald Murphy**

**Director Esteban Jaramillo made a motion to convene to closed session at 4:46PM.  
Seconded by Director Jason Grima**

**H.**

**CLOSED SESSION:**

This is a CLOSED SESSION in which the Board of Directors discuss matters in closed session as opposed to open session. Only those matters authorized by the Brown Act function as permissible CLOSED SESSION subjects will be discussed. They are as follows:

E-2

1. SUBJECT: CONFERENCE WITH LABOR NEGOTIATORS (Section: §54957.6)  
Agency designated representatives: Mitch Driskill and Teri Brownlee  
Employee organization: Teamsters Union Local 542
2. SUBJECT: CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Significant Exposure to Litigation Pursuant to Government Code Section §54956.9(b).  
(One potential case)
3. SUBJECT: CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION  
Pursuant to paragraph (4) of subdivision (d) of Government Code Section § 54956.9 (one potential case)
4. SUBJECT: PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Gov. Code section 54957(b)(1).) (The performance of an existing employee) Title: General Manager and Secretary of the Board

**Director Esteban Jaramillo made a motion to reconvene the open session.  
Seconded by Jason Grima**

**I. ANNOUNCEMENTS:**

1. Board of Supervisors Public Meetings: **Tuesdays at 9:30 am**  
(open session) at 940 W. Main St.
2. CSDA Newsletter: [www.csda.net](http://www.csda.net)

**J. ADJOURNMENT:**

**Meeting adjourned at 5:04PM**

**NEXT REGULAR BOARD MEMBER MEETING:  
*Adjourned to December 27, 2023.***

NOTE: Any documents produced by the SCWD and distributed to a majority of the SCWD Board regarding any item on this agenda will be made available at the front counter at Seeley County Water District, located at 1898 W. Main Street, Seeley CA 92273, during normal business hours.





Seeley County Water District  
 PO BOX 161 | 1898 W MAIN STREET |  
 SEELEY, CA 92273  
 President Leslie Hill  
 Vice President Donald Murphy

Board Members Jason Grima, Esteban Jaramillo, Bianca Vásquez

Phone: 760-352-6612 | Fax: 760-352-0589 | [www.seeleywaterdistrict.ca.gov](http://www.seeleywaterdistrict.ca.gov)

## Reimbursement Form

Date	12/12/2023
Budget Category(s) AP (Patricia) completes this section	MILLAGE 200-02-5150 / 300-03-5150 OTHER 200-01-5289 / 300-01-5289
Approver Name	MIRIAM ROSALES
Submitted by	LUIS A. AYON
Phone	760-336-1468
Email	<a href="mailto:LUIS.AYON@LIVE.COM">LUIS.AYON@LIVE.COM</a>
Send Check to (name)	LUIS ANGEL AYON
Address	1320 SIERRA NEVADA DR
City/State/Zip	CALEXICO, CA 92231
Training Site Address	87075 AVE. 54 COACHELA, CA 92236
Purpose	OPERATOR TRAINING CLASS – GRADE I
Employee Signature:	

Description of Expenses	Amount
182 MILES ROUND TRIP (RATE 65.5)	\$119.21
FOOD	\$25.00
<b>TOTAL</b>	<b>\$144.21</b>

AGM Signature:	Board Meeting Date: 12/27/23
Add maps, recipes, supporting documentation, etc...	

AGENDA ITEM#

E-4



**Seeley County Water District**  
 1898 West Main Street (P.O. Box 161) Seeley, CA 92273  
 Telephone: 760.352.6612 Facsimile: 760.352.0589

**Affidavit of Missing Detailed Receipt**

This Affidavit applies to any Employee who is missing a detailed receipt for an authorized purchase. Employees are encouraged to contact the vendor to acquire a duplicate detailed receipt. If a detailed receipt is missing at the time the monthly credit card envelope or expense report is due, the employee must complete and attach an affidavit to their envelope or form. An affidavit must be completed for each missing detailed receipt.

I (employee) hereby report that I have lost a purchasing detailed receipt, or have been unable to secure a duplicate detailed receipt for the original charge.

Check all that apply:

- This is a SCWD business purchase
- I have lost a receipt
- I have been unable to secure a receipt
- I have made several attempts to secure a duplicate receipt from the vendor

Date of Purchase: December 12<sup>th</sup>, 2023

Merchant: Lock in the box

Amount of Purchase: \$12.50

Item(s) Purchased: 1 - Bacon ultimate cheeseburger (combo)

Additional Comments: N/A

I am responsible for this missing documentation and certify that the above facts are true and correct. This signed document will be placed on file as a substitute for the original receipt. I understand that per the Credit Card Policy and Procedures, upon the third occurrence of a lost or missing receipt my account may be permanently closed.

Luis A. Aprn  
 Employee Name

[Signature] Dec 12<sup>th</sup>, 2023  
 Employee Signature Date

Miriam Rosales  
 Approver's Name

[Signature] 12/19/23  
 Approver's Signature Date

(E-4)



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Check all that apply:

- This is a SCWD business purchase
- I have lost a receipt
- I have been unable to secure a receipt
- I have made several attempts to secure a duplicate receipt from the vendor

Date of Purchase: December 12<sup>th</sup> 2023

Merchant: Jack in the box

Amount of Purchase: \$12.50

Item(s) Purchased: 1-Crispy chicken strips (combo)

Additional Comments: N/A

I am responsible for this missing documentation and certify that the above facts are true and correct. This signed document will be placed on file as a substitute for the original receipt. I understand that per the Credit Card Policy and Procedures, upon the third occurrence of a lost or missing receipt my account may be permanently closed.

Luis A. Ayon  
 Employee Name

[Signature]  
 Employee Signature

Dec 12<sup>th</sup> 2023  
 Date

Miriam Rosales  
 Approver's Name

[Signature]  
 Approver's Signature

12/19/23  
 Date





# CORBS

Colorado River Basin Section of the California Water Environment Association

## CWEA Operator Training Class

The Colorado River Basin Section (CORBS) will be conducting an Operator Training Class for Grades I & II. Martin Bermudez will be the Grade I Instructor; Ricardo Arguellez will be the Grade II Instructor. Seating is limited. Please RSVP immediately.

This class will include wastewater operations and material for those preparing to take their Certification Exam.

### Grade I

Date & Location: December 12, 2023 @ Coachella Sanitary District (City of Coachella), Coachella Reclamation Plant, 87075 Ave 54, Coachella, CA. 92236 (Intersection of Ave. 54 & Polk St)

Time: 8:00am - 3:00pm (lunch not included)

Cost: CWEA members      NON – CWEA members  
Free                              Free

### Grade II

Date & Location: January 10, 2024 @ Coachella Sanitary District (City of Coachella), Coachella Reclamation Plant, 87075 Ave 54, Coachella, CA. 92236 (Intersection of Ave. 54 & Polk St)

Time: 8:00am - 3:00pm (lunch not included)

Cost: CWEA members      NON – CWEA members  
Free                              Free

Please contact Robert Huerta at [rhuerta@coachella.org](mailto:rhuerta@coachella.org) to reserve your spot for this training, or for more information. Maximum occupancy per day 12

Attendee Name: Luis Angel Ayon

Agency: Seeley County Water District

CWEA Membership #: Non-cwea member

**Operator Training Class**  
(Please circle class attending) I II



# CWEA

*(Handwritten signature)*

**AGENDA REPORT**

TO: Board of Directors - Seeley County Water District  
 FROM: Administrative General Manager, Miriam Rosale *M. Rosale*

SUBMITTED BY	Miriam Rosales	Board Action	[ ]
		Resolution	[ ]
DATE ACTION REQUIRED	12/27/2023	Public Hearing	[ ]
		Discuss.Direct	[ X ]

**AGENDA ITEM: F-1**

**SUBJECT:** DIRECTION/DISCUSSION: SEELEY COUNTY WATER DISTRICT CALIFORNIA STRATEGIC GROWTH COUNCIL FOR THE TRANSFORMATIVE CLIMATE COMMUNITIES PLANNING GRANT PASSED THE TRESHOLD REVIEW.

**Department Involved:** ADMINISTRATION

**Introduction:** The SCWD staff applied for the Transformative Climate Communities (TCC) Planning Grant, a program funded by the State of California to address climate-related challenges in our communities. The California Strategic Growth Council is overseeing the administration of this grant, and SCWD has been identified as an eligible entity.

**Summary:** The TCC Program aims to allocate funds to support community initiatives addressing climate challenges. SCWD's eligibility was established through the Board's approval of Resolution No. 090823-01, authorizing the application for and acceptance of grant funds from the California Strategic Growth Council.

**Background:** SCWD engaged Platt/Whitelaw Architects, Inc., referred to by our consultants Hazen and Sawyer, to discuss a proposed project for the TCC Planning Grant. The recommendation includes the demolition of the existing pre-engineered 40 x 75 metal building, owned by SCWD, to construct a new administration office and multi-use community resilience facility.

A crucial aspect of the grant requirements is the implementation of a community engagement plan, soliciting input for the planning and development stage. The proposed project aims to integrate sustainable design principles, such as energy-efficient systems and renewable energy sources, while ensuring an environmentally sensitive site plan with a focus on community safety and well-being.

The envisioned Community Resilience Center and Administration Building will seamlessly integrate with the park and future community garden. The structure will be designed to promote inclusivity, environmental stewardship, and serve as a vibrant hub for recreational, educational, and community safety purposes, especially during emergencies.

**Conclusion:** SCWD's application is progressing to the Interagency Review Panel, and no further action is required from our staff at this time. The CRC Team will provide updates on the review process through Submittable.

We anticipate the Planning Grant awards to be announced in February 2024 during a State Strategic Growth Council Meeting.

**AGENDA REPORT**

TO: Board of Directors - Seeley County Water District  
 FROM: Administrative General Manager, Miriam Rosales *M.R.*

SUBMITTED BY	<u>Miriam Rosales</u>	Board Action	[ ]
		Resolution	[ ]
DATE ACTION REQUIRED	<u>12/27/2023</u>	Public Hearing	[ ]
		Discuss.Direct	[ x ]

**AGENDA ITEM: G-1**

**SUBJECT:** DIRECTION/DISCUSSION: **REGIONAL WATER BOARD MEETING RESULTS TO THE ENFORCEMENT FINE AND THE JUSTIFIABLE PAYMENT PLAN**

**Department Involved:** ADMINISTRATION/OPERATION

**Introduction:** This report is to inform the Board on a pivotal meeting that transpired with key staff from the Regional Water Board December 14, 2023, and the ensuing communication to the Division of Financial Assistance (DFA) requesting initiation of funds submitted December 20, 2023.

**Summary/Background:** There are several moving parts all tied to the Wastewater Treatment Facility, talking points are outlined in the letter addressed to key staff (attached herein) from the DFA, Gabriel Berzamina, James Garcia, and Bridget Chase.

Below is a list of challenges faced by the Seeley County Water District.

1. Fine and Justifiable payment plan
2. NPDES Permit Constituent - Chronic Toxicity
3. Division of Financial Assistance
4. Closure of the Septage Receiving Station to mitigate
5. Pond Liner
6. UV Disinfection System Project
7. Revenue Impacts

**Conclusion**

SCWD Staff have formally requested the Division of Financial Assistance to release the outstanding funds in a phased manner, enabling Seeley County Water District (SCWD) to initiate the Wastewater Improvement Project. We intend to pursue a progressive design build or alternative delivery project model with the assistance of our project engineers, Hazen & Sawyer.

This approach involves utilizing Hazen & Sawyer's expertise to help SCWD select a contractor through their recommended CM at Risk model. Subsequently, SCWD would collaborate with the chosen contractor to undertake specific project phases within the allocated budget of \$5.5 million. The engagement of the contractor at this early stage will also facilitate more accurate cost estimates for the remaining project scope. If the board is agreement, the board is to direct the Admin General Manager to include an item on the agenda. This plan is contingent upon a favorable response from the DFA.

The Board's direction on this matter is crucial for the timely commencement and successful execution of the project

**Attachment: Letter Addressed to Division of Financial Assistance 3-pages**



**SEELEY COUNTY WATER DISTRICT**  
1898 West Main Street (P.O. Box 161) Seeley, CA 92273  
Telephone: 760.352.6612 Facsimile: 760.352.0589



**Board President:** Leslie Hill

**Board Members:** Jason Grima, Esteban Jaramillo, Donald Murphy, Blanca Vásquez

To: James Garcia, Bridget Chase, and Gabriel Berzamina,

From: Miriam Rosales, Administrative General Manager and Secretary of the Board

Date: December 20, 2023

**SUBJECT:** REQUESTING THE INTIATION OF FUND FOR AMENDMENT TO THE SEELEY COUNTY WATER FINANCING AGREEMENT FOR WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT; CLEAN WATER REVOLVING FUND (CWSRF) PROJECT NO. C-068481-110

I am writing to urgently update you on the critical developments and challenges faced by the Seeley County Water District (SCWD), particularly concerning the essential modernization of our wastewater treatment facility (WWTF). SCWD is committed to serving our customers and ensuring we meet the statutory requirements for drinking water and wastewater. As you are aware, we have been working to develop our WWTP improvements to allow us to comply with current and future discharge requirements.

Recently, on December 14, 2023, a pivotal meeting transpired with key staff from the Regional Water Board including Kai Dunn, Asa Standfeldt, Cassandra Owens, Michael Perez, and David Boyers. The central agenda of this discussion was to inform the group of the status of multiple projects SCWD has been attempting to complete to comply with two Time Schedule Orders brought about by various violations and to improve the WWTF to bring it into compliance now and into the future. During the meeting, we discussed the work that was completed by our consultants to meet the obligations of the order for the septage receiving station. We also shared the rationale for asking for the extension of that order to allow the septage receiving station project to be moved to the end of the WWTF improvements project implementation to avoid wasted construction by SCWD and to allow for leveraging existing assets in the facility that have been paid for previously. It was noted in the meeting that SCWD was denied the extension because the Regional Board cannot extend beyond 5 years. SCWD noted that because of that denial, SCWD has shutdown the septage receiving station even with the severe financial impact. SCWD noted that engineering and planning costs already spent, as well as lost revenue from septage and the fines are a severe burden for which SCWD does not have the means to pay within the next 2 years.

To provide contextual clarity, the following is a timeline of events pertinent to the wastewater treatment facility improvements project and the approved grant for construction:

**SEELEY COUNTY WATER DISTRICT**  
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**Board President:** Leslie Hill

**Board Members:** Jason Grima, Esteban Jaramillo, Donald Murphy, Blanca Vásquez

- **Dec 2019:** Transfer of Project Manager responsibility from Elvira Reyes to Gabriel Berzamina, recommended for the American Recovery Act. (Expected Grant \$17 million)
- **March 2020 - May 2023:** Staff shortages, challenges due to the Covid-19 pandemic. 19-01022 (Agreement) in the amount of \$500,000 for Seeley County Water District.
- **July 2020** – The Division of Financial Assistance (DFA) executed CWSRF Funding Agreement No. D19-01022
- **May 2022:** Additional Funding is Requested by Letter to Agreement No. D19-01022.
- **June 2023:** SCWD and Hazen Engineers finalized Costs, CEQA, and Timelines. Upon Request from the Division of Financial Assistance (DFA) Staff.
- **July 2023:** DFA Project Manager expected an executed contract in August.
- **August 2023:** DFA Project Manager relates that that the expected contract was not executed. Per DFA Project Manager, Agreement No. D19-01022 extended for another 3 months.
- **October 2023:** DFA Project Manager recommended another extension, awaiting updated cost estimates. DFA Staff Gabriel Berzamina recommended increasing the cost estimate to capture actual costs and to avoid amending the contract.
- **December 2023:** DFA Project Manager Gabriel Berzamina said there is no more funds.
- **December 2023:** Meeting with the Regional Quality Control Board.

Our challenges stem from the urgent need to modernize the WWTF, initiated in 2018 due to the current facility's incapacity to remove heavy metals such as copper, cyanide, and a non-heavy metal chronic toxicity. The introduction of an MBR (Membrane Bioreactor) was deemed necessary to rectify these issues. Failure to comply with the NPDES permit is imminent without the facility upgrade, leading to persistent violations.

Closing our septage receiving station was a strategic move to mitigate violations but has resulted in an expected drop in revenue of \$135,000 for the 2023-2024 fiscal year. Additionally, while the closure addressed violations related to NPDES permit provisions, it cannot rectify chronic toxicity until the facility is modernized. Unfortunately, the Regional Water Board appears to lack sympathy or understanding of our predicament.

**SEELEY COUNTY WATER DISTRICT**  
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**Board President:** Leslie Hill

**Board Members:** Jason Grima, Esteban Jaramillo, Donald Murphy, Blanca Vásquez

Despite considerable time and financial investment of over \$155,000, and losses of over \$135,000 we find ourselves in an increasingly precarious situation. The liability complaint order (No R7-2019-0001), with a due date for project completion in January 2024, is placing a severe strain on SCWD financial resources.

Given these challenges, we urgently request the initiation of the funds that have been stalled pending the finalization of the amendment to the agreement. While we acknowledge the constraints or potential absence of state funds for Seeley, we have been patiently awaiting progress for years. Furthermore, we implore the release of the remaining funds previously allocated to SCWD, allowing us to advance the design from 60% to 100% completion. This would enable us to proceed with a potential project as a progressive design build to begin some of the improvements in a phased approach with the remainder of the already approved \$6 million construction of the wastewater facility through the SRF grant. During that construction of the phased work, we will continue to seek approval for the additional funds to complete the project and bring it into compliance. This approach would allow for better accuracy of the funds necessary and allow us to bring portions of the facility into compliance while we wait for additional funds.

It is of utmost importance to underscore that without the necessary funds, SCWD will inevitably continue to violate NPDES permit provisions, specifically the chronic toxicity. The fines associated with these violations pose a significant threat to our ability to function.

Respectfully submitted,

Administrative General Manager  
Secretary of the Board

**AGENDA REPORT**

TO: Board of Directors - Seeley County Water District  
FROM: Administrative General Manager, Miriam Rosales *M.Rosales*

SUBMITTED BY	<u>Miriam Rosales</u>	Board Action	[ ]
		Resolution	[ ]
DATE ACTION REQUIRED	<u>12/27/2023</u>	Public Hearing	[ ]
		Discuss.Direct	[ x ]

**AGENDA ITEM: G-2**

<b>SUBJECT:</b>	DIRECTION/DISCUSSION: <b>BUDGET AMENDMENT, RESERVES, RATE STUDY AND INDEPENDENT AUDIT PROCESSING UPDATES</b>
<b>Department Involved:</b>	ADMINISTRATION

**Introduction:** This report aims to provide the Board with an update in relation to the budget, reserve policies, audit and rate study sessions.

**Summary/Background:** The report's objective is to provide an overview of ongoing fiscal initiatives, covering budget amendments, reserve policies, and rate study analyses. Challenges faced by SCWD include the implementation of a new financial management system and the need for improved independent financial audit statements. The current fiscal situation involves tabulating a revenue loss of \$135,000 for FY 2023-24. A recent rate study session highlighted potential significant revenue loss if rates are not adjusted, taking the community into consideration.

**Conclusion:** The district's previous financial management system was initially treated as a unit, but separation of water and sewer revealed inaccuracies in expense allocation based on audited financial statements. This led to one fund having available cash, while the general fund and water fund showed negative numbers. The recommended actions include improving financial statements, reclassifying available funds, communicating changes to the Board, updating the current financial system, and collaborating with the Independent Auditor and RCAC.

The ongoing documentation of the process aims to ensure accurate and transparent reporting. Once the audit is complete, an updated budget and policies will be recommended to address the identified issues.

*G-2*

**AGENDA REPORT**

TO: Board of Directors - Seeley County Water District  
 FROM: Administrative General Manager, Miriam Rosales *M.R.*

SUBMITTED BY	<u>Miriam Rosales</u>	Board Action	[ x ]
		Resolution	[ ]
DATE ACTION REQUIRED	<u>12/27/2023</u>	Public Hearing	[ ]
		Discuss.Direct	[ ]

**AGENDA ITEM: H-1**

**SUBJECT:** DISCUSSION/ACTION: MODIFICATION OF RESOLUTION 112923-03 OF THE SEELEY COUNTY WATER DISTRICT APPROVED ON NOVEMBER 29, 2023

1. APPROVE RESOLUTION 112923-03 WITH MODIFICATIONS
2. THE SECOND WHEREAS CLAUSE IS MODIFIED AND DOCUMENTED TO ENSURE ALIGNMENT WITH THE CAL-OES GRANT ID NUMBER AND DISASTER NUMBER

**Department Involved:** ADMINISTRATION/OPERATION

**Introduction:** This report is to inform the Board and document a necessary modification to Resolution No. 112923-03, which was approved by this esteemed Board on November 29, 2023.

**Summary:** The modification ensures alignment with CAL-OES requirements and provides clarity regarding the purpose and context of the resolution.

**Background:** The modification pertains specifically to the second WHEREAS clause in the resolution, which previously read:

"WHEREAS, Seeley County Water District Board applied for Federal Financial Assistance from the State of California Governor's Office of Emergency Services (CAL-OES);"

**Conclusion/Recommendation:** The correction is necessary to accurately reflect the circumstances surrounding the resolution. The revised WHEREAS clause is as follows:

"WHEREAS, the California Governor's Office of Emergency Services (CAL-OES) mandates that an approving resolution be provided by the applicant for public assistance, specifically for CAL-OES ID number 025-91041, and the corresponding disaster number DR #4482 designated for the Covid-19 pandemic."

**Alternatives:**

- 1). Accept the recommendation to approve the Resolution with modifications.
- 2). Do not accept the recommendation and provide an alternate direction.

**FISCAL IMPACT:** The 2023-24' operating budget annual fiscal impact on the budget; no impacts.  
**GENERAL MANAGER'S RECOMMENDATION:**  
 Staff recommends approving recommended action.

H-1



SEELEY COUNTY WATER DISTRICT  
1898 West Main Street (P.O. Box 161) Seeley, CA92273  
Telephone: 760.352.6612 Facsimile: 760.352.0589

Board President: Leslie Hill Vice President: Donald Murphy  
Board Members: Jason Grima, Esteban Jaramillo, Bianca Vásquez

**RESOLUTION NO. 112923-03**

**RESOLUTION OF THE SEELEY COUNTY WATER DISTRICT A NON-STATE AGENCY APPROVING THE STATE OF CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (CAL-OES) OBTAIN FEDERAL FINANCIAL ASSISTANCE**

**WHEREAS**, Seeley County Water District Board applied for Federal Financial Assistance from the State of California Governor's Office of Emergency Services (CAL-OES); and

**WHEREAS**, the California Governor's Office of Emergency Services (CAL-OES) mandates that an approving resolution be provided by the applicant for public assistance, specifically for CAL-OES ID number 025-91041, and the corresponding disaster number DR #4482 designated for the Covid-19 pandemic.

**NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE SEELEY COUNTY WATER DISTRICT HEREBY DETERMINES AND ORDAINS AS FOLLOWS:**

1. That the Administrative General Manager and Secretary of the Board (AGMSB) is the Authorized Representative of the Agent.
2. The AGMSB is hereby authorized to execute for and on behalf of the Seeley County Water District a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining federal financial assistance for any existing or future grant program, including, but not limited to any of the following:
3. **Federally declared Disaster (DR), Fire Mitigation Assistance Grant (FMAG), California State Only Disaster (CDAA), Immediate Services Program (ISP), Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), Legislative Pre-Disaster Mitigation Program (LPDM), under**

Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

H-1

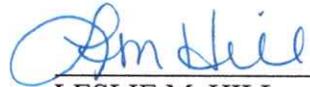
5. **National Earthquake Hazards Reduction Program (NEHRP)** 42 U.S. Code 7704 (b) ((2) (A) (ix) and 42 U.S. Code 7704 (b) (2) (B) National Earthquake Hazards Reduction Program, and also The Consolidated Appropriations Act, 2018, Div. F, Department of Homeland Security Appropriations Act, 2018, Pub. L. No. 115-141
6. **California Early Earthquake Warning (CEEW)** under CA Gov Code – Gov, Title 2, Div. 1, Chapter 7, Article 5, Sections 8587.8, 8587.11, 8587.12
7. That the Seeley County Water District, a public entity established under the laws of the State of California, hereby authorizes its agent(s) to provide to the Governor’s Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.
8. This is a universal resolution and is effective for all open and future disasters/grants declared up to three (3) years following the date of approval.

**PASSED AND ADOPTED** by the Board of Directors on this 29 day of November of 2023 by the following vote:

Motion made by: **Director: Leslie Hill**  
Motion seconded by: **Director: Jason Grima**

AYES: Directors Jason Grima, Bianca Vásquez, Esteban Jaramillo, Director Leslie Hill.  
NAYS:  
ABSENT: Director Donald Murphy  
ABSTAIN:

Date: **November 29, 2023**

  
\_\_\_\_\_  
LESLIE M. HILL  
President of the Board

A T T E S T:

  
\_\_\_\_\_  
MIRIAM A ROSALES  
Administrative General Manager

**CERTIFICATE OF SECRETARY**

The undersigned Secretary of the Board of Seeley County Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 112923-03 Adopted November 29, 2023.

  
\_\_\_\_\_  
MIRIAM A ROSALES, Secretary of the Board





SEELEY COUNTY WATER DISTRICT  
1898 West Main Street (P.O. Box 161) Seeley, CA92273  
Telephone: 760.352.6612 Facsimile: 760.352.0589

Board President: Leslie Hill Vice President: Donald Murphy  
Board Members: Jason Grima, Esteban Jaramillo, Bianca Vásquez

**RESOLUTION NO. 112923-03**

**RESOLUTION OF THE SEELEY COUNTY WATER DISTRICT A NON-STATE AGENCY APPROVING THE STATE OF CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (CAL-OES) OBTAIN FEDERAL FINANCIAL ASSISTANCE**

**WHEREAS**, Seeley County Water District Board applied for Federal Financial Assistance from the State of California Governor's Office of Emergency Services (CAL-OES); and

**WHEREAS**, CAL-OES requires, from the applicant an approving Resolution for public assistance for DR#4482.

**NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE SEELEY COUNTY WATER DISTRICT HEREBY DETERMINES AND ORDAINS AS FOLLOWS:**

1. That the Administrative General Manager and Secretary of the Board (AGMSB) is the Authorized Representative of the Agent.
2. The AGMSB is hereby authorized to execute for and on behalf of the Seeley County Water District a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining federal financial assistance for any existing or future grant program, including, but not limited to any of the following:
3. **Federally declared Disaster (DR), Fire Mitigation Assistance Grant (FMAG), California State Only Disaster (CDAA), Immediate Services Program (ISP), Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), Legislative Pre-Disaster Mitigation Program (LPDM), under**  
  
Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.
4. **Flood Mitigation Assistance Program (FMA), under Section 1366 of the National Flood Insurance Act of 1968.**

H-1

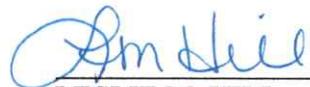
5. **National Earthquake Hazards Reduction Program (NEHRP)** 42 U.S. Code 7704 (b) ((2) (A) (ix) and 42 U.S. Code 7704 (b) (2) (B) National Earthquake Hazards Reduction Program, and also The Consolidated Appropriations Act, 2018, Div. F, Department of Homeland Security Appropriations Act, 2018, Pub. L. No. 115-141
6. **California Early Earthquake Warning (CEEW)** under CA Gov Code – Gov, Title 2, Div. 1, Chapter 7, Article 5, Sections 8587.8, 8587.11, 8587.12
7. That the Seeley County Water District, a public entity established under the laws of the State of California, hereby authorizes its agent(s) to provide to the Governor’s Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.
8. This is a universal resolution and is effective for all open and future disasters/grants declared up to three (3) years following the date of approval.

**PASSED AND ADOPTED** by the Board of Directors on this 29 day of November of 2023 by the following vote:

Motion made by: **Director: Leslie Hill**  
Motion seconded by: **Director: Jason Grima**

AYES: Directors Jason Grima, Bianca Vásquez, Esteban Jaramillo, Director Leslie Hill.  
NAYS:  
ABSENT: Director Donald Murphy  
ABSTAIN:

Date: **November 29, 2023**

  
\_\_\_\_\_  
LESLIE M. HILL  
President of the Board

ATTEST:

  
\_\_\_\_\_  
MIRIAM A ROSALES  
Administrative General Manager

**CERTIFICATE OF SECRETARY**

The undersigned Secretary of the Board of Seeley County Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 112923-03 Adopted November 29, 2023.

  
\_\_\_\_\_  
MIRIAM A ROSALES, Secretary of the Board



AGENDA REPORT

TO: Board of Directors - Seeley County Water District
FROM: Administrative General Manager, Miriam Rosales

SUBMITTED BY Miriam Rosales Board Action [X]
Resolution [X]
DATE ACTION REQUIRED 12/27/2023 Public Hearing [ ]
Discuss.Direct [ ]

AGENDA ITEM: H-2

SUBJECT: ACTION/DISCUSSION: RESOLUTION 122723-01 OF THE SEELEY COUNTY WATER DISTRICT FOR ACCEPTANCE OF GRANT AMOUNTING TO \$250,000 FROM THE CALIFORNIA CLIMATE INVESTMENTS URBAN GREENING GRANT PROGRAM – FOR AGREEMENT NO. UG2120-0 FOR JOHN ROBERT BATES MEMORIAL PARK
1. APPROVE RESOLUTION 112923-01
2. DELEGATE THE AUTHORITY TO THE ADMIN GENERAL MANAGER, THE REPRESENTATIVE TO CONDUCT ALL NEGOTIATIONS, EXECUTING ALL DOCUMENTS, INCLUDING, BUT NOT LIMITED TO APPLICATIONS, AGREEMENTS, AND PAYMENT REQUESTS.
Department Involved: ADMINISTRATION/OPERATION

Introduction: Congratulations to the Seeley County Water Board of Directors, John Robert Bates Park has been awarded \$250,000. Furthermore, the purpose of this report is for the Board’s review and approval of a Resolution regarding the acceptance and allocation of a grant from Urban Greening Program through an executed agreement.

Current Situation: On April 6, 2023, California Natural Resources Agency (CRNA) announced the Urban Greening Awards. In preparation to receive the grant funds designated for Bates park a Resolution is to be executed.

Background: SCWD applied for a grant March 28, 2022, this grant moved through several steps in the competitive application process that included a site visit to the Park; SCWD’s efforts have been successful, resulting in the allocation of a grant in the amount of \$250,000.

The allocation is to enhance John Robert Bates Memorial Park by planting trees and drought-tolerant landscaping and enhancing the community garden. The project improvements are to be completed in two parts.

Urban Greening Grant:

- 1. \$250,000 (greening elements)

Other Grant Source (TBD)

- 2. \$87,570 is for elements at the Community Garden (CG) – drip irrigation system, concrete extension from the existing walkway into the CG, header at CB, amenities, DG @ CG, refurbish Nasa domes place @ CG.

The timeline and deadline to complete the entire project (1. & 2.) is March 1, 2026.

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Seeley County Water District | Staff Report

**Discussion:** In addition to this grant Resolution approval, I would like to inform the Board that under the guidelines, expenditures are to be processed by a reimbursable method only.

Here are some advantages and other considerations under this method.

**Advantages:**

1. **Cost Control:** Reimbursement-based payments can help ensure that the district only pays for completed and approved services, reducing the risk of overpayment or paying for incomplete work.
2. **Accountability:** Invoices and reimbursement requests create a clear paper trail, enhancing transparency and accountability in the use of grant funds.
3. **Detailed Reporting:** The reimbursement process often requires detailed documentation of expenses, which can lead to more accurate financial reporting and tracking of project costs.

**Considerations:**

1. **Cash Flow:** The reimbursement-only approach can potentially strain the district's cash flow, as it may need to cover some expenses upfront before receiving reimbursement.
2. **Contractor Relations:** Contractors might prefer advances to cover initial costs. This reimbursement model could impact contractor relationships if they face financial challenges due to delayed payments.
3. **Administrative Effort:** The reimbursement process involves additional administrative work, including invoicing, documentation, and reimbursement requests.

Lastly, I would like to inform the board, this reimbursable method is the same utilized for the State Revolving Fund (SRF) grant where 60% design services were reimbursed by the SRF to Hazen and Sawyer for services rendered for the WWTP design.

For smooth implementation of the Urban Greening Program under these guidelines, the staff's objective during this process is to strategize for managing cash flow and maintaining positive relations with the contractor and consultant.

**Recommendation:** Staff recommends approving the Resolution, allocating Urban Greening grant funds to enhance John Robert Bates Memorial Park with trees and drought-tolerant landscaping, and enhancing a community garden.

<p><b>FISCAL IMPACT:</b> The 2023-24' Fiscal Operating Budget Impacts are: The method by which consultants and contractors will be paid is by the reimbursable method where services are processed under the guidelines of the grant for proper reimbursement. There are no foreseeable impacts to the Budget.</p>
<p><b>GENERAL MANAGER'S RECOMMENDATION:</b></p> <p>Staff recommend approving recommended action.</p>

(H-2)



SEELEY COUNTY WATER DISTRICT  
1898 West Main Street (P.O. Box 161) Seeley, CA92273  
Telephone: 760.352.6612 Facsimile: 760.352.0589

Board President: Leslie Hill Vice President: Donald Murphy  
Board Members: Jason Grima, Esteban Jaramillo, Bianca Vasquez

**RESOLUTION NO. 122723-01**

**RESOLUTION 122723-02 OF THE SEELEY COUNTY WATER DISTRICT FOR ACCEPTANCE OF GRANT AMOUNTING TO \$250,000 FROM THE CALIFORNIA CLIMATE INVESTMENTS URBAN GREENING GRANT PROGRAM – FOR AGREEMENT NO. UG2120-0 FOR JOHN ROBERT BATES MEMORIAL PARK**

**WHEREAS**, the California Natural Resources Agency (CNRA) has been delegated the responsibility by the Legislature of the State of California for the administration of the Urban Greening Grant Program; and

**WHEREAS**, The State of California has awarded the Seeley County Water District an Urban Greening Grant in the amount of \$250,000; and

**WHEREAS**, this grant is awarded for the John Robert Bates Memorial Park Improvement Phase III for the proposed use of planting trees, drought-tolerant landscaping and enhancing the community garden; and

**WHEREAS**, said funds is part one of an overall project scope; and

**WHEREAS**, part two of the project amounting to \$87,570 is for the purpose of completing the remaining scope of work items of the project - a Community Garden (CG) - drip irrigation system, concrete extension from the existing walkway into the CG, header at CG, amenities, DG at CG, refurbish Nasa domes near the CG; and

**WHEREAS**, the timeline and date of completion is March 1, 2026, for part two.

**NOW, THEREFORE, BE IT RESOLVED** that the Seeley County Water District Board hereby:

1. The Board of Directors hereby accepts the grant award of \$250,000 from the CNRA.
2. Certifies that these funds will be used, not supplant, local revenues in existence.
3. That the Administrative General Manager is hereby authorized to execute and submit any and all grant contract documents and payment vouchers.
4. The Seeley County Water District Board acknowledges its commitment to fulfilling all requirements and obligations set forth by the Urban Greening Grant Program and agrees to adhere to the terms and conditions specified by the California Natural Resources Agency.
5. The allocated funds of \$250,000 for the John Robert Bates Memorial Park Improvement

H-2

Phase III will be utilized as follows: \$250,000 for Planning Design & Permitting, Constructions, Site Preparation, Trees, landscaping and Community Garden Enhancement and Establishment Period.

6. The Board further acknowledges the procurement of an additional grant source of \$87,570 for completing the remaining scope of work items for the Community Garden, including but not limited to the drip irrigation system, concrete extension, header at CG, amenities, DG at CG, and refurbishing Nasa domes.

7. The Seeley County Water District Board acknowledges the timeline for completion of the project's second part, involving the Community Garden enhancements, by March 1, 2026.

8. The Administrative General Manager is authorized to work with relevant authorities, contractors, and stakeholders to ensure the successful and timely implementation of the project.

9. Bidding for the project is ready to secure and advertise.

**PASSED AND ADOPTED** by the Board of Directors on this 27 day of December of 2032 by the following vote:

Motion made by:

Motion seconded by:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Date: **December 27, 2023**

Board

\_\_\_\_\_  
LESLIE M. HILL  
President of the

**CERIFICATE OF SECRETARY**

The undersigned Secretary of the Board of Seeley County Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 122723-02 Adopted December 27, 2023.

\_\_\_\_\_  
MIRIAM A ROSALES, Secretary of the Board

H-2



GAVIN NEWSOM, Governor  
WADE CROWFOOT, Secretary for Natural Resources

December 4, 2023

Miriam Rosales  
Seeley County Water District  
PO Box 161  
Seeley, CA 92273

Re: Urban Greening Grant Program  
John Robert Bates Memorial Park - Phase III

Dear Miriam Rosales:

Congratulations on receiving Urban Greening Grant Program funding in an amount not to exceed \$250,000.00 for the John Robert Bates Memorial Park - Phase III Project.

The Grant Agreement is being sent via DocuSign for signature. Please sign and initial the provisions and exhibits in the Grant Agreement. Careful review of each section is critical as the terms are binding within this agreement. As soon as the agreement is fully executed and processed through our accounting system, you will receive an emailed copy for your records.

Please refer to the Project Administration Forms section of our website located at <https://resources.ca.gov/grants/Grant-Program-Resources> for forms and reference documents associated with this grant. Our office provides technical assistance throughout the grant period, including a grant management workshop. We will be in contact to coordinate a date that works best for your staff.

Should you have any questions, please do not hesitate to contact Carolyn Bush at (916)902-6363 or via email at Carolyn.Bush@resources.ca.gov.

Sincerely,

*Andrea Scharffer*

Andrea Scharffer  
Deputy Assistant Secretary for Bonds and Grants

Enclosures

715 P Street, 20<sup>th</sup> Floor, Sacramento, CA 95814 Ph. 916.653.5656 www.resources.ca.gov

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**STATE OF CALIFORNIA NATURAL RESOURCES AGENCY  
GRANT AGREEMENT**

SB 12/5/2023

**GRANTEE NAME:** Seeley County Water District gt 12/5/2023  
**PROJECT TITLE:** John Robert Bates Memorial Park – Phase III  
**AUTHORITY:** Senate Bill (SB) 859 and Budget Act of 2021 (Chapter 240, Statutes of 2021)  
**PROGRAM:** Urban Greening Grant Program  
**AGREEMENT NUMBER:** UG2120-0  
**TERM OF LAND TENURE:** Twenty years from date of project completion as evidenced by Project Certification Form

**PROJECT PERFORMANCE PERIOD:** 11/01/2023 to 2/28/2026

Under the terms and conditions of this agreement, the applicant agrees to complete the project as described in the project scope set forth in Exhibit A and any subsequent amendments, and the State of California, acting through the Natural Resources Agency, agrees to fund the project up to the total grant amount indicated pursuant to Senate Bill (SB) 859 and Budget Act of 2021 (Chapter 240, Statutes of 2021).

**PROJECT DESCRIPTION:** See project description on page 1 and Exhibit A of the Agreement

Total State Grant not to Exceed **\$250,000.00** (or project costs, whichever is less)

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

**SEELEY COUNTY WATER DISTRICT**

**STATE OF CALIFORNIA  
NATURAL RESOURCES AGENCY**

By: Miriam Rosales By: \_\_\_\_\_  
 Miriam Rosales Andrea Scharffer  
 Administrative General Manager and  
 Title: Secretary of the Board Title: Deputy Assistant Secretary, Bonds & Grants  
 Date: 12/13/2023 Date: \_\_\_\_\_

**CERTIFICATION OF FUNDING**

AMOUNT OF ESTIMATE FUNDING		AGREEMENT NO.	FUND				
<b>\$250,000.00</b>		<b>UG2120-0</b>	<b>0001 – General Fund</b>				
ADJ. INCREASING ENCUMBRANCE			FISCAL PO NO.				
ADJ. DECREASING ENCUMBRANCE		FUNCTION					
		<b>Local Assistance</b>					
UNENCUMBERED BALANCE	REF NO.	FUND	ENACTMENT YEAR	ACCOUNT NO.	ALT ACCOUNT		
	<b>101</b>	<b>0001</b>	<b>2021</b>	<b>5432000</b>	<b>5432000000</b>		
PROGRAM	PCBU	PROJECT	ACTIVITY	RPTG STRUCTURE	SVC LOCATION	AGENCY USE	BUDGET PERIOD
<b>0320</b>	<b>0540</b>	<b>0540UG21200</b>	<b>21139</b>	<b>05402001</b>	<b>21139</b>	<b>N/A</b>	<b>2023</b>

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.

\_\_\_\_\_  
SIGNATURE OF ACCOUNTING OFFICER

\_\_\_\_\_  
DATE

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**STATE OF CALIFORNIA NATURAL RESOURCES AGENCY  
GRANT AGREEMENT**

**GRANTEE NAME:** Seeley County Water District  
**PROJECT TITLE:** John Robert Bates Memorial Park – Phase III  
**AGREEMENT NUMBER:** UG2120-0  
**AUTHORITY:** Senate Bill (SB) 859 and Budget Act of 2021 (Chapter 240, Statutes of 2021)  
**PROGRAM:** Urban Greening Grant Program

**PROJECT DESCRIPTION**

Project to green Bates Memorial Park including planting shade trees and the construction of rain gardens and a community garden.

A detailed project scope and activities, project schedule and project budget are described and attached hereto as Exhibit A.

Grant funds are to be used to reduce GHG emissions by creating, enhancing, or expanding community parks and green spaces and/or using natural systems or systems that mimic natural systems to achieve multiple benefits in accordance with the provisions contained in the Urban Greening Grant Program and this Agreement.

**TERMS AND CONDITIONS OF GRANT**

**Special Provisions**

1. Recipients of Grant Funds shall post signs acknowledging the source of the funds pursuant to the Application Guidelines. Size, location, and number of signs shall be approved by the State. Required signage must be in place before Grant Funds for construction will be released. MR
2. Upon completion of detailed Project design, plans and specifications, Grantee shall provide to the State for review and approval a revised detailed Project Budget, Project Scope and detailed site plan. If Project includes habitat restoration or landscaping, Grantee shall provide a planting palette demonstrating how native, low-water, drought-resistant vegetation will be used in the Project. If the plant palette includes non-natives, provide justification for review and approval by the State. All plantings will be no greater than fifteen gallons. Approval of said plans is a condition precedent to the State's obligation to make any construction funding available pursuant to this Agreement. The approval by the State of such plans and specifications, or any other approvals provided for in this Agreement, shall be for scope of work as described in Exhibit A and shall not relieve Grantee of the obligation to construct and maintain the facilities, or carry out any other obligations required by this Agreement, in accordance with applicable laws or any other standards ordinarily applied to such work or activity. MR

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3. The Grantee may be required to record Deed Restrictions, incorporating by reference this Grant Agreement and giving public notice that the Grantee received funds under this Agreement in order to assist Grantee in developing the real property and that, in consideration for the receipt of the Grant Funds, the Grantee has agreed to the terms of this Agreement.

MR

### General Provisions

#### A. Definitions

1. The term "Act" means Senate Bill (SB) 859 and Budget Act of 2021 (Chapter 240, Statutes of 2021).
2. The term "Agreement" means this Grant Agreement.
3. The term "Application" means the individual application form, its required attachments for grants pursuant to the enabling legislation and/or program and any applicable materials supplied by applicant to the Natural Resources Agency prior to award.
4. The term "Application Guidelines" means the Urban Greening Grant Program Grant Guidelines and Application.
5. The term "Development" means improvement, rehabilitation, restoration, enhancement, preservation, protection and interpretation or other similar activities.
6. The term "Fair Market Value" means the value placed upon the property as supported by an appraisal that has been reviewed and approved by the California Department of General Services (DGS).
7. The term "Grant" or "Grant Funds" means the money provided by the State to the Grantee in this Agreement.
8. The term "Grant Agreement" means a contractual arrangement between the State and Grantee specifying the payment of funds by the State for the performance of specific Urban Greening project objectives within a specific project performance period by the Grantee.
9. The term "Grantee" means an applicant who has a signed agreement for Grant Funds.
10. The term "Interpretation" means visitor-serving amenities that communicate the significance and value of natural, historical and cultural resources in a manner that increases the understanding and enjoyment of these resources, or other similar activities.
11. The term "Other Sources of Funds" means cash or in-kind contributions that are required or used to complete the Urban Greening project beyond the Grant Funds provided by this Agreement.
12. The term "Payment Request Form" means Form RA212.
13. The term "Project" means the Development activity described in the application as modified by Exhibit A to be accomplished with Grant Funds.
14. The term "Project Budget" means the State approved cost estimate included as Exhibit A to this Agreement.

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15. The term "Project Property" means the property being developed or acquired with Grant Funds.
16. The term "Project Scope" means the description or activity of work to be accomplished by the Urban Greening Project.
17. The term "Public Agency" means any State of California department or agency, a county, city, public district, or public agency formed under California law.
18. The term "State" means the Secretary for Natural Resources or his/her representatives, or other political subdivisions of the State.

B. Project Execution

1. Subject to the availability of funds in the Act, the State hereby grants to the Grantee a sum of money a sum of money (Grant Funds) not to exceed the amount stated on the signature page in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of Project in this Agreement and its attachments and under the terms and conditions set forth in this Agreement.
2. Grantee shall furnish any and all additional funds that may be necessary to complete the Project.
3. Grantee shall complete the Project in accordance with the Project Performance Period set forth on the signature page unless an extension has been formally granted by the State and under the terms and conditions of this Agreement. Extensions may be requested in advance and will be considered by State, at its sole discretion, in the event of circumstances beyond the control of the Grantee, but in no event beyond **March 1, 2026**.
4. Grantee shall at all times ensure that Project complies with the California Environmental Quality Act (CEQA) (Public Resources Code, Division 13, commencing with section 21000, et. seq., Cal Code Regs tit. 14, section 15000 et. seq.) and all other environmental laws, including but not limited to obtaining all necessary permits. Grant Funds will not be disbursed before the close of the period for legal challenge under CEQA.

Grant Funds for planning and document preparation may be available sooner if included in the grant Project Scope (Exhibit A) and approved by the State. CEQA compliance shall be completed within one (1) year from the Grant Agreement start date, unless an extension is granted by the State.

Changes to the scope resulting from CEQA compliance are permitted provided the State determines that the project continues to meet all objectives of the Urban Greening Grant Program and is consistent with the intent cited in the original Application.

If a grantee's project is disapproved on grounds related to the Resource Agency's CEQA determination, the grantee shall have the option of either: (1) reimbursing the Resource Agency for all State-reimbursed preliminary costs (e.g., planning, design, etc.), or (2) relinquishing any planning/design documents, including all copies, reproductions, and variations resulting from said funding, without a license to use or otherwise retain in any form.

5. Projects must comply with any applicable laws pertaining to prevailing wage and labor compliance.

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6. Grantee certifies that the Project does and will continue to comply with all current laws and regulations which apply to the Project, including, but not limited to, legal requirements for construction contracts, building codes, environmental laws, health and safety codes, and disabled access laws. Grantee certifies that, prior to commencement of construction, all applicable permits, and licenses (e.g., state contractor's license) will have been obtained.
  7. Grantee shall provide access to the State upon 24-hours' notice to determine if Project work is in accordance with the approved Project Scope, including a final inspection upon Project completion.
  8. Prior to the commencement of any work, Grantee agrees to submit in writing to the State for prior approval any deviation from the original Project Scope per Exhibit A and the Application. Changes in Project Scope must continue to meet the need cited in the original application or they will not be approved. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval. Any modification or alteration in the Project must also comply with all current laws and regulations, including but not limited to CEQA.
  9. Grantee shall provide for public access to the Project where feasible.
  10. Grantee must have (1) fee title, (2) leasehold, or (3) other interest to Project lands and demonstrate to the satisfaction of the State that the proposed Project will provide public benefits that are commensurate with the type and duration of the interest in land. Any acquisition of Project lands by Grantee following award shall not involve eminent domain proceedings or threat of eminent domain proceedings.
  11. Grantee shall promptly provide photographs of the site during and after implementation of Project at the request of the State.
  12. If a nonprofit organization, Grantee certifies the corporation is qualified under Section 501(c)(3) of the Internal Revenue Service Code, has an active status with the Secretary of State, and is current with the Attorney General's Registry of Charitable Trusts. Failure by the Grantee to remain in compliance with these nonprofit requirements may be cause for suspension of all obligations of the State hereunder and termination of this Agreement.
- C. Project Costs
1. Any Grant Funds provided to Grantee under this Agreement will be disbursed for eligible costs, on a reimbursement basis, as follows, but shall not exceed in any event the amount set forth on the signature page of this Agreement:
    - a. Approved direct management costs or construction and Development costs. Up to ten percent (10%) of the reimbursement amount will be held back and issued as a final payment upon completion of the Project.
    - b. Remaining Grant Funds shall be paid up to the total amount of the Grant Funds or the actual Project cost, whichever is less, upon completion of the Project, receipt of a detailed summary of Project costs from the Grantee found to be satisfactory by the State, and the satisfactory completion of a site inspection by the State.

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2. Payment Documentation:

- a. All payment requests must be submitted using a completed Payment Request Form. This form must be accompanied by an itemized list of all expenditures that clearly documents the check numbers, dates, recipients, line-item description as described in the Project Budget approved by the State and amounts. Each payment request must also include proof of payment such as receipts, paid invoices, canceled checks or other forms of documentation demonstrating payment has been made.
  - b. Any payment request that is submitted without the required itemization and documentation will not be authorized. If the payment request package is incomplete, inadequate, or inaccurate, the State will inform the Grantee and hold the payment request until all required information is received or corrected. Any penalties imposed on the Grantee by a contractor, or other consequence, because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.
3. Grant Funds in this award have a limited period in which they must be expended. All Grantee expenditures funded by the State must occur within the time frame of the Project Performance Period as indicated in this Agreement.
4. Except as otherwise provided herein, the Grantee shall expend Grant Funds in the manner described in the Exhibit A as approved by the State. The total dollars of a category in the Project Budget may be increased by up to ten percent (10%) through a reallocation of funds from another category, without approval by the State. However, the Grantee shall notify the State in writing when any such reallocation is made and shall identify both the item(s) being increased and those being decreased. Any cumulative increase or decrease of more than ten percent (10%) from the original budget in the amount of a category must be approved in writing by the State. In any event, the total amount of the Grant Funds may not be increased, nor may any adjustments exceed the limits for preliminary costs as described in the Application Guidelines.

D. Project Administration

1. Grantee shall promptly submit written Project reports and/or photographs upon request by the State. In any event Grantee shall provide the State a report showing total final Project expenditures with the final payment request and required closing documents.
2. Grantee shall make property and facilities acquired or developed pursuant to this Agreement available for inspection upon request by the State.
3. Grantee agrees to use any income earned by the Grantee from use of the Project to further Project purposes, or, if approved by the State, for related purposes within the jurisdiction.
4. Grantee shall submit all documentation for Project completion and final reimbursement within ninety (90) days of Project completion, but in no event any later than **March 1, 2026**.
5. Final payment is contingent upon State verification that the Project is consistent with Project Scope as described in Exhibit A, together with any State approved amendments.



6. This Agreement may be amended by mutual agreement in writing between Grantee and State. Any request by the Grantee for amendments must be in writing stating the amendment request and reason for the request. The Grantee shall make requests in a timely manner and in no event less than sixty (60) days before the effective date of the proposed amendment.
7. Grantee must report to the State all sources of other funds for the Project.

E. Project Termination

1. Prior to the completion of Project construction, either party may terminate this Agreement by providing the other party with thirty (30) days' written notice of such termination. The State may also terminate this Grant Agreement for any reason at any time if it learns of or otherwise discovers that there is a violation of any state or federal law or policy by Grantee which affects performance of this or any other grant agreement or contract entered into with the State. The State may also terminate this Grant Agreement for any reason at any time if it learns that the Grantee made false representations during the evaluation process, either knowingly or because Grantee failed to act reasonably. This can include, but is not limited to, identifying conditions or uses at the site that would otherwise be inconsistent with the purposes of the award, or would have deemed the project less competitive. The State reserves the right, in such cases, to require Grantee to repay any amounts already expended.
2. If the State terminates the Agreement without cause prior to the end of the Project Performance Period, the Grantee shall take all reasonable measures to prevent further costs to the State under this Agreement. The State shall be responsible for and reimburse to Grantee any eligible, reasonable, and non-cancelable obligations and costs incurred by the Grantee in the performance of this Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.
3. If the Grantee fails to complete the Project in accordance with this Agreement or fails to fulfill any other obligations of this Agreement prior to the termination date, the Grantee shall be liable for immediate repayment to the State of all amounts disbursed by the State under this Agreement, plus accrued interest and any further costs related to the Project. Notwithstanding anything to the contrary contained in the previous sentence, Grantee shall not be liable for repayment to the State of any amounts disbursed by the State in the event Grantee fails to complete the Project or fails to fulfill any other obligations of this Agreement as a result of the negligent acts or omissions or the willful misconduct of the State or its agents, officers, or employees. The State may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed provided that the State determines it is in the State's best interest to do so. This paragraph shall not be deemed to limit any other remedies available to the State for breach of this Agreement.
4. Failure by the Grantee to comply with the terms of this Agreement or any other Agreement under the Act may be cause for suspension of all obligations of the State hereunder.
5. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for suspending all obligations of the State hereunder if, in the judgment of the State, such failure was due to no fault of the Grantee. At the discretion of the State, any amount required to

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settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.

6. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Agreement, is the preservation, enhancement or establishment of community green areas and spaces for the people of the State of California, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of Grant Funds under the provisions of this Agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant Funds disbursed under this Agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this Agreement. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the State.

F. Hold Harmless

1. Grantee shall waive all claims and recourses 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 Agreement, except claims arising from the gross negligence or willful misconduct of State, its officers, agents, and employees.
2. Grantee shall indemnify, hold harmless and defend State, its officers, agents and employees in perpetuity 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 in the Project description which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise, including but not limited to items to which the Grantee has certified, except for liability arising out of the gross negligence or willful misconduct of State, its officers, agents or employees. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.
3. Grantee and State agree that in the event of judgment entered against the State and Grantee because of the gross negligence of the State and 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.

G. Financial Records

1. Grantee shall maintain satisfactory financial accounts, documents, and records for the Project and to make them available to the State for auditing at reasonable times. Grantee shall also retain such financial accounts, documents, and records for three (3) years after final payment and one (1) year following an audit.
2. Grantee agrees that during regular office hours, the State and its duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Agreement or matters related thereto. 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 Agreement.
3. Grantee shall use applicable Generally Accepted Accounting Principles, unless otherwise agreed to by the State.

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## H. Use of Facilities

1. If Grantee owns the Project Property, Grantee shall not sell or transfer the Project Property (including any portion of it or any interest in it) during the Land Tenure Term defined in paragraph H.2. below without the written approval of the State of California, acting through the Natural Resources Agency, or its successor. Such approval shall not be unreasonably withheld as long as the purposes for which the grant was awarded are maintained. If Grantee does not own the Project Property, Grantee shall notify the State within 30 days of any sale or transfer of the property, at which time the State may seek any and all remedies available under Section E of this Agreement.
2. Grantee shall maintain, operate, and use (or shall ensure via written agreement with the landowner that the project is maintained, operated, and used) in fulfillment of the purpose funded pursuant to this Grant for a minimum of twenty (20) years, consistent with the Land Tenure/Site Control requirements included in the Application Guidelines (the "Land Tenure Term"). Grantee, Grantee's successor in interest, or the Assignee of this Agreement, may assign without novation the responsibility to maintain and operate the property in accordance with this requirement only with the written approval of the State. Grantee may be excused from its obligations for operation and maintenance of the Project site only upon the written approval of the State for good cause. "Good cause" includes, but is not limited to, natural disasters that destroy the Project improvements and render the Project obsolete or impracticable to rebuild.
3. Grantee agrees to use the Project Property (or shall ensure via written agreement with the landowner that the property will be used) solely for the purposes for which the Grant was made and no other use or sale or other disposition of the property shall be made during the Land Tenure Term. This Agreement shall not prevent the transfer of the property from the Grantee to a Public Agency, if the successor Public Agency assumes the obligations imposed by this Agreement.
4. Reimbursement of Grant with interest: At the State's sole discretion, if the Grantee owns the Project Property and the use of the property is changed to a use that is not permitted by the Agreement or if the property is sold or otherwise disposed of by Grantee, the State may seek an amount equal to: (1) the amount of the Grant plus accrued interest at the prime interest rate at the time of disposition, and (2) the amount of any increase in property value attributed to grant-funded improvements to the Project Property. If the Grantee does not own the Project Property, and the use of the Project Property is changed to a use that is not permitted by this Agreement or is sold or otherwise disposed of within the Land Tenure Term, at the State's sole discretion, the Grantee shall be liable for immediate repayment to the State of all amounts disbursed by the State under this Agreement, plus accrued interest at the prime interest rate at the time of disposition.
5. Grantee shall not use or allow the use of any portion of the Project Property as security for any debt during the Land Tenure Term. If the grantee does not own the Project Property, written approval of the State must be obtained for use of the Project Property (including any portion of it or any interest in it) to be used as security for any debt, provided such approval by the State shall not be unreasonable withheld as long as the purposes for which the Grant was awarded are maintained and does not make the State a guarantor or a surety for any debt, nor waive the State's rights to enforce performance under this Agreement.

6. Grantee shall not use or allow the use of any portion of the Project Property for mitigation without the written approval of the State. If the grantee does not own the Project Property, the grantee shall ensure via written agreement with the landowner that the landowner shall not use or allow the use of any portion of the Project Property for mitigation without the written approval of the State.

I. Nondiscrimination

1. During the performance of this grant, grantee and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any person because of sex, sexual orientation, race, color, religious creed, marital status, denial of family and medical care leave, ancestry, national origin, medical condition (cancer/genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation. Grantee and subcontractors shall ensure that the evaluation and treatment of all persons, and particularly their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs, tit. 2, §7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12990 (a)-(f), are incorporated into this grant by reference and made a part hereof as if set forth in full (Cal. Code Regs, tit. 2, §7285.0 et seq.). Grantee shall include this non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the grant.
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. The completed Project and all related facilities shall be open to members of the public generally, except as noted under the special provisions of this Agreement or under provisions of the Act.

J. Application Incorporation

The Grant Guidelines and the Application and any subsequent changes or additions to the Application approved in writing by the State are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

K. Severability

If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

L. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by

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**AGENDA REPORT**

TO: Board of Directors - Seeley County Water District  
 FROM: Administrative General Manager, Miriam Rosales *M.R.*

SUBMITTED BY	<u>Miriam Rosales</u>	Board Action	[ x ]
		Resolution	[ ]
DATE ACTION REQUIRED	<u>12/27/2023</u>	Public Hearing	[ ]
		Discuss.Direct	[ ]

**AGENDA ITEM: H-3**

**SUBJECT:** DISCUSSION/ACTION: **The Seeley County Water District Board to Enter into an Agreement for Services with Kimley-Horn in Relation to The Urban Greening Grant Process**

1. APPROVE SERVICE AGREEMENT (CONTRACT) DATED NOVEMBER 2, 2023
2. APPROVE THE ADMINISTRATIVE GENERAL MANAGER AND PRESIDENT OF THE BOARD TO EXECUTE AGREEMENT
3. APPROVE AMOUNT NOT TO EXCEED \$28,000

**Department Involved:** ADMINISTRATION/OPERATION

**Introduction:** This report is to inform the Board of an agreement to be reviewed and executed for services for the John Robert Bates Park, includes Planning and Design for Phase III.

**Summary:** Kimley-Horn services include Tasks 1, 2 and 3, details of the tasks may be reviewed on page 1, 2 and 3.

Task 1 will address an Irrigation Plan and Details. Specifically, the irrigation design will meet the specifications set forth in the State’s Water Efficiency Ordinance.

**Background:** Seeley County Water District has agreed through contract services with Kimley-Horn since 2017 with the design of the park’s masterplan.

**Conclusion/Recommendation:** Staff recommends approval of agreement for execution of a design plan and documentation for bidding, to be prepared for the Spring.

**Alternatives:**

- 1). Accept the recommendation to approve the agreement as presented.
- 2). Do not accept the recommendation and provide an alternate direction.

**FISCAL IMPACT:** The 2023-24’ operating budget annual fiscal impact on the budget; no impacts. The only impact to the budget is staff time; at this time there is no fiscal impact from the project consultant relation to the current process.

**GENERAL MANAGER’S RECOMMENDATION:**  
 Staff recommend approving recommended action.

Attachment(s): Kimley Horn Agreement pages 1-6  
 Standard Provisions page 7-10

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November 2, 2023

Miriam Rosales  
Administrative General Manager/ Secretary of the Board  
Seeley County Water District  
1898 West Main Street  
PO Box 161  
Seeley, CA 92273

RE: ***Bates Memorial Park Phase 3 Improvements  
Proposal for Landscape Architectural Services***

Dear Miriam:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this proposal to Seeley County Water District ("Client") to provide Landscape Architectural Services for the proposed improvements of the above referenced property ("Project") in Seeley, California ("Town"). The project understanding and scope of services outlined below.

## **PROJECT UNDERSTANDING**

Kimley-Horn understands the project will consist of adding new landscaping, drip irrigation and a community garden to the existing park utilizing urban greening grant funding.

## **SCOPE OF SERVICES**

Kimley-Horn will provide the following services for each independent task:

***Task 1: Landscape and Irrigation Construction Documents (CDs):*** Kimley-Horn will prepare CD plans for submittal to Imperial County. The CD's will be broken into two design submittals for coordination, review, and pricing. The packages will include 100-Percent CD's (first plan check submittal) and Final CD's (final plan check submittal). Any major revisions to the site program or limits the start of construction documents would be considered an additional service

Kimley-Horn will provide the following:

- a. ***Cover Sheet and General Notes:*** Depicting project location, information, vicinity map, and general notes.
- b. ***Traffic Control Plan:*** Consisting of notes and identification of temporary construction entrance and fiber rolls, as necessary.
- c. ***Landscape Plan and Details:*** Illustrating areas of planting, limits of planting, plant types, quantities, size, details and notes. All proposed plantings will comply with the State's Water Efficiency Ordinance.
- d. ***Irrigation Plan and Details:*** Portraying connections to existing irrigation system, including backflow, controller, mainlines, sleeves, lateral lines and emitters for 100% coverage. The plans will consist of irrigation details, notes, calculations, and water use summary tables per plant type and emitter. The irrigation design will meet the specifications set forth in the State's Water Efficiency Ordinance.
- e. ***Specifications and Opinion of Probable Construction Costs:*** Preparation of specifications and opinion of probable construction costs for all landscape and irrigation items proposed.

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- f. **Encroachment Permit Application and Plan Check Coordination:** Assist client in completing permit application paperwork and reviewing requirements for county plan check. Kimley-Horn assumes that the Client will be responsible for the physical submittal of the plans.

*Kimley-Horn will provide up to two (2) rounds of revisions based on consolidated regulatory agency and Client comments. Additional revisions may be provided as additional services.*

*Task Deliverables: 100% and Final Construction Plans, Specifications and OPCC (pdf) and up to three (3) hard copies for submittal to Imperial County. It is assumed that permit and submittal fees will be provided by the Client.*

**Task 2: Community Garden Construction Documents (CDs):** Kimley-Horn will prepare CD plans for the community garden and include them into the submittal outlined in Task 1 above and will provide the following:

- a. **Community Garden Improvement Plans and Details:** Consisting of paving materials, site amenities, critical dimensions, and details and notes.
- b. **Accessible Path of Travel Plan:** Portraying the route of accessible travel, critical dimensions, and notes.
- c. **Specifications and Opinion of Probable Construction Costs:** Preparation of specifications and opinion of probable construction costs for all community garden items proposed.

**Task 3: Meetings and Coordination:** Kimley-Horn will attend up to three (3) virtual meetings and coordinate with the Client as requested and/or reasonably required to provide recommendations. We assume up to (20) hours of effort will be required. If more time is required for this task, additional budget will be requested.

## INFORMATION PROVIDED BY CLIENT

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

1. As-built plans for the project site, including the existing irrigation system.
2. Previously approved documents and/or studies related to the project site.

## ASSUMPTIONS

1. The information used in the preparation of this proposal was provided by the Client. Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the client.
2. Hours noted for tasks are estimates only. If more time is required for the scope of work, additional budget will be requested.
3. Plans will utilize the existing site topographical survey, provided by the Client. No additional topographical survey will be performed.
4. This proposal assumes that the standards and practices in effect at Imperial County and the Town of Seeley, at the time of this proposal, will remain in effect throughout the course of development.

## ADDITIONAL SERVICES

Any services not specifically provided for in the above scope, as well as any changes in scope made at the Client's request, will be considered additional services and will be performed at our then current hourly rates. This will require approval in writing before any work shall continue. Additional services Kimley-Horn can provide include, but are not limited to, the following:

1. Topographic Survey
2. Meetings beyond those identified in this Scope and Fee Proposal
3. Water Pressure readings and/or pump station design
4. Recycled Irrigation System design and/or local Water District coordination.
5. Drainage Technical Memorandum
6. Permitting, Submittal and/ or County Review Fees
7. Value Engineering or Phasing Plans
8. Geotechnical Services
9. Horizontal Control
10. Signage Monumentation design and/or detailing
11. Demolition Plans and/or details
12. Erosion Control Plans and Details
13. Existing Plant Inventory or Landscape Preservation Plans
14. Utility Coordination and/or design
15. Offsite improvements and/or Easement coordination
16. Site and/or Landscape Lighting
17. Structural Review and Certification
18. Warranty and/or Maintenance Administration
19. Bidding and/or Construction Phase Services
20. Record Drawings
21. A soils consultant and soil analysis will be coordinated/prepared by the contractor upon the completion of mass grading. The existing soil nutrient information will be compared against the proposed plant palette to determine the appropriate amendment recommendations.

## FEE AND BILLING

Kimley-Horn will perform the services in **Tasks 1 - 3** plus expenses, for the total lump sum labor fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client, unless otherwise noted. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, a separate invoice for such fees, with a 10% markup, will be immediately issued to and paid by the Client.

Task 1	<b>Landscape and Irrigation CDs</b>	\$ 16,500
Task 2	<b>Community Garden CDs</b>	\$ 5,890
Task 3	<b>Meetings and Coordination</b>	\$ 4,610
	<b>Expenses</b>	\$ 1,000
	<b>Total</b>	<b>\$28,000</b>

Lump sum labor fees will be invoiced monthly based upon the overall percentage of services performed. Reimbursable expenses will be invoiced based upon expenses incurred. Payment will be due within 30 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.



**CLOSURE**

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions in the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, the term "the Consultant" shall refer to Kimley-Horn and Associates, Inc., and the term "the Client" shall refer to **Seeley County Water District**.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

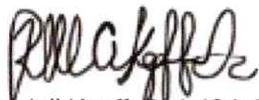
- ✓ Please email all invoices to info@seeleywaterdistrict.ca.gov
- ✓ Please copy mrosales@seeleywaterdistrict.ca.gov

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

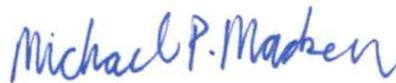
We appreciate the opportunity to provide these services to you and look forward to working with your team on this project. Please contact me at (602) 906-1154 or [randall.kopff@kimley-horn.com](mailto:randall.kopff@kimley-horn.com). if you have any questions about any information contained in this letter.

Very truly yours,

**KIMLEY-HORN AND ASSOCIATES, INC.**



By: Randall Kopff, PLA (CA 6633)  
Project Manager



Michael P Madsen, PLA (CA 5798), CLIA, ASLA  
Assistant Secretary



By: Seeley County Water District

By: \_\_\_\_\_,

**Leslie Hill**  
**President of the Board**

December 27, 2023

(Date)

By: \_\_\_\_\_,

**Miriam Rosales**  
**General Manager and Secretary of the Board**

December 27, 2023

(Date)

Client's Federal Tax ID: 95-6006612

Client's Business License No.: N/A

Client's Street Address: 1898 W. Main Street

Seeley CA 92273

Attachment – Request for Information  
Attachment – Standard Provisions

H-3

### Request for Information

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

#### Client Identification

Full, Legal Name of Client	SEELEY COUNTY WATER DISTRICT			
Mailing Address for Invoices	PO Box 161, Seeley CA 92273			
Contact for Billing Inquiries	Patricia Lopez			
Contact's Phone and e-mail	760-352-6612 extension 1162 plopez@seeleywaterdistrict.ca.gov			
Client is (check one)	Owner	Agent for Owner	<input checked="" type="checkbox"/> Unrelated to Owner	

#### Property Identification

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address	1898 W Main Street	1826 Park Street		
County in which Property is Located	Imperial	Imperial		
Tax Assessor's Number(s)	051-430-008	051-192-001		

#### Property Owner Identification

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name	SEELEY COUNTY WATER DISTRICT			
Owner(s) Mailing Address	PO Box 161, Seeley CA 92273			
Owner's Phone No.	760-352-6612			
Owner of Which Parcel #?	Both parcels above			

#### Project Funding Identification – List Funding Sources for the Project

***Urban Greening Grant No. UG2120-0 \$250,000 for John Robert Bates Memorial Park Phase III (3).***
Agreement approved 12/27/23

Attach additional sheets if there are more than 4 parcels or more than 4 owners

H-3

**KIMLEY-HORN AND ASSOCIATES, INC.**  
**STANDARD PROVISIONS**

- 1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
  - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
  - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
  - c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
  - d. Arrange for access to the site and other property as required for Kimley-Horn to provide its services.
  - e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
  - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
  - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
  - h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
  - a. Invoices will be submitted periodically for services performed and expenses incurred. Invoices are due and payable upon presentation. Client shall pay Kimley-Horn a time price differential of one and one-half percent (1.5%) of the outstanding amount of each invoice that is overdue more than 30 days. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. If the Client fails to make any payment due under this or any other agreement within 30 days after presentation, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid, and may commence legal proceedings including filing liens to secure payment.
  - b. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
  - c. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
  - d. If Kimley-Horn initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.
  - e. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.



- 5) **Use of Documents.** All documents and data prepared by Kimley-Horn are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of Kimley-Horn's documents, or any reuse of the documents without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by Kimley-Horn, the hardcopy shall govern.
- 6) **Intellectual Property.** Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at <https://www.kimley-horn.com/khts-software-license-agreement> ("the License Agreement") which terms are incorporated herein by reference.
- 7) **Opinions of Cost.** Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Kimley-Horn's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.
- 10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and Kimley-Horn, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of Kimley-Horn and Kimley-Horn's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of Kimley-Horn or Kimley-Horn's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by Kimley-Horn under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify Kimley-Horn.

- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 13) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.
- 14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.
- 15) **Hazardous Substances and Conditions.** Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its services until the hazardous substance or condition is eliminated.
- 16) **Construction Phase Services.**
  - a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
  - b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
  - c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.
- 17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.
- 18) **Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the

performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.

- 19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of California. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

**AGENDA REPORT**

TO: Board of Directors - Seeley County Water District  
 FROM: Administrative General Manager, Miriam Rosales *M.Rosales*

SUBMITTED BY	<u>Miriam Rosales</u>	Board Action	[ x ]
		Resolution	[ ]
DATE ACTION REQUIRED	<u>12/27/2023</u>	Public Hearing	[ ]
		Discuss.Direct	[ ]

**AGENDA ITEM: H-4**

**SUBJECT:** DISCUSSION/ACTION: **GAS DETECTOR**  
 1. APPROVE THE PURCHASE OF A GAS DETECTOR (EQUIPMENT) NOT TO EXCEED IN THE AMOUNT OF \$340.00.

**Department Involved:** ADMINISTRATION/OPERATION

**Introduction:** This report is to inform the Board of a piece of equipment required to adhere to safety compliance standards. However, this expense is not approved in the budget.

**Summary:** This device serves the critical function of identifying hazardous gases within confined spaces. Its primary use is in the examination of manholes and during maintenance inspections, where it plays a crucial role in detecting any potentially harmful gases.

**Background:** The current status of manhole maintenance stands at 50%, with the ongoing task of inspecting all manholes currently on hold.

**Conclusion/Recommendation:** In conclusion, making the safety and well-being of ourselves and others a top priority is non-negotiable. To bolster safety measures, we strongly recommend the acquisition of a battery-operated gas detector. This device plays a proactive role in swiftly detecting and alerting operators to the presence of hazardous gases, thereby significantly contributing to a secure and protected environment.

While we acknowledge budget constraints, it's crucial to underscore that this is an emergency purchase. The necessary funds will be drawn from the Emergency Reserve, emphasizing the urgency of ensuring a safe environment. Considering the device's life expectancy of 8-9 years, the long-term benefits and cost-effectiveness of ownership outweigh the alternative of renting, which runs close to the purchase price. Investing in this essential safety tool is not just a prudent decision but a responsible one that aligns with our commitment to safeguarding lives.

- Alternatives:**
- 1). Accept the recommendation to approve the purchase of the gas detector.
  - 2). Do not accept the recommendation and provide an alternate direction.

**FISCAL IMPACT:** The fiscal impact on the 2023-24 operating budget due to this purchase is \$340 annually (once). It's important to note that this expense was not originally budgeted for. To cover the cost, the purchase will be drawn from the Emergency Reserve.

**GENERAL MANAGER'S RECOMMENDATION:**  
 Staff recommend approving recommended action.

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2,751

Back to results

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### About this item

- POINT SAMPLING:** Perfect for point probe sampling or continuous sampling in confined or toxic spaces. DC Pump flow rate 0.5LPM with USB recharge. Comes FACTORY CALIBRATED. Turn ON and GO.
  - DETECT:** High quality sensors Made in the UK. Oxygen (O2), Carbon Monoxide (CO), Hydrogen Sulfide (H2S) and Combustibles (LEL). USA NIST Calibration.
  - ALARMS:** Adjustable audio, visual, and vibration alarms alert when preset levels are reached. Alarm digital time stamp and logging.
  - STRONG:** Robust design made of high strength ABS and Anti-slip grip rubber. Waterproof, dust-proof and explosion-proof exceeding Exib IIB T3 GB.
  - TRUST:** \*\* 1 year limited warranty \*\* Arrives with calibration and QA certificate \*\* 100% product test and verification in the USA \*\* 100% quality guaranteed \*\*. USA Customer support with engineer email response rate less than 6 hours.
- See more product details

### Additional Details

