



BOARD OF DIRECTORS

Ashley Sangster, President Anthony Kalvans, Vice-President
 John Green, Director Hector Palafox, Director Raynette Gregory, Director

REGULAR MEETING AGENDA

July 23rd, 2020

5:00 P.M. Closed Session 7:00 P.M. Opened Session
SMCSD Boardroom

IMPORTANT NOTICE REGARDING COVID-19 AND TELECONFERENCE MEETINGS:

Based on the mandates by the Governor in Executive Order 33-20 and the County Public Health Officer to shelter in place and the guidance from the CDC, to minimize the spread of the Corona Virus, please note the following changes to the District's ordinary meeting procedures:

- The District offices are not opened to the public at this time
- The Meeting will be conducted with social distancing observed.
- All members of the public seeking to observe and comment to the local legislative body may do so in person or telephonically/email in the manner described below.

HOW TO SUBMIT PUBLIC COMMENT:

Written / Read Aloud: Please email your comments to tamara.parent@sanmiguelcsd.org (Board Clerk), write "Public Comment" in the subject line. In the body of the email, include the agenda item number and title, as well as your comments. If you would like your comment to be read aloud at the meeting (keep to three minutes) prominently write "Read Aloud at Meeting" at the top of your email. All comments received before 4:00 PM the day of the meeting will be included as agenda supplement on the District's website under relevant meeting date and will be provided to the Board of Directors.

Voice Mail: Leave a message on the District phone line at 805-467-3388 after 4:30pm before 4:30pm District Staff will take down message. Voice "Public Comment" at beginning of message and include agenda item number and title. All comments received before 4:00 PM the day of the meeting will be included as agenda supplement on the District's website under relevant meeting date and will be provided to the Board of Directors.

PUBLIC RECORD

Public records that relate to any item on the open session agenda for a meeting are available for public inspection. Those records that are distributed after the agenda posting deadline for the meeting are available for public inspection at the same time, they are distributed to all of the members of the Board. The documents may also be obtained by calling the District Board Clerk.

Please see: www.sanmiguelcsd.org

Cell Phones: As a courtesy to others, please silence your cell phone or pager during the meeting and engage in conversations outside the Boardroom.

Americans with Disabilities Act: If you need special assistance to participate in this meeting, please contact the CSD Clerk at (805) 467-3388. Notification 48 hours in advance will enable the CSD to make reasonable arrangements to ensure accessibility to this meeting. Assisted listening devices are available for the hearing impaired.

Public Comment: (*change during "shelter at home"*) please see notice.

Please complete a "Request to Speak" form located at the podium in the boardroom in order to address the Board of Directors on any agenda item. Comments are limited to three minutes, unless you have registered your organization with CSD Clerk prior to the meeting. If you wish to speak on an item not on the agenda, you may do so under "Oral Communications." Any member of the public may address the Board of Directors on items on the Consent Calendar. Please complete a "Request to Speak" form as noted above and mark which item number you wish to address.

Meeting Schedule: Regular Board of Director meetings are generally held in the SMCSD Boardroom on the fourth Thursday of each month at 7:00 P.M. Agendas are also posted at: www.sanmiguelcsd.org

Agendas: Agenda packets are available for public inspection 72 hours prior to the scheduled meeting at the Counter/ San Miguel CSD office located at 1150 Mission St., San Miguel, during normal business hours. Any agenda-related writings or documents provided to a majority of the Board of Directors after distribution of the agenda packet are available for public inspection at the same time at the counter/ San Miguel CSD office at 1150 Mission St., San Miguel, during normal business hours.

- I. **Call to Order:** **5:00 PM**
- II. **Pledge of Allegiance:**
- III. **Roll Call:** *Sangster* ___ *Kalvans* ___ *Green* ___ *Palafox* ___ *Gregory* ___
- IV. **Approval of Regular Meeting Agenda:**

M _____ S _____ V _____

V. **ADJOURN TO CLOSED SESSION:** Public Comment for items on closed session agenda
Time: _____

A. CLOSED SESSION AGENDA:

- 1. **CONFERENCE WITH DISTRICT GENERAL COUNSEL – Existing Litigation** Pursuant to Government Code Section 54956.9 (d)(1) Case: *Steinbeck v. City of Paso Robles, Santa Clara County Superior Court Case No. 1-14-CV-265039* and Case: *Eidemiller v. City of Paso Robles, Santa Clara County Superior Court Case No. 1-14-CV-269212*
- 2. **PUBLIC EMPLOYMENT**
Title: Director of Utilities
Pursuant to Government Code Section 54954.5
- 3. **PUBLIC EMPLOYMENT**
Title: Board Clerk/Account Clerk Manager
Pursuant to Government Code Section 54954.5

4. CONFERENCE WITH DISTRICT GENERAL COUNSEL-ANTICIPATED LITIGATION

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9:

VI. Call to Order for Regular Board Meeting/Report out of Closed Session 7:00 PM

Time: _____

1. Report out of closed session by District General Counsel Derwin

VII. Public Comment and Communications for items not on the Agenda:

Persons wishing to speak on a matter not on the agenda may be heard at this time; however, no action will be taken until placed on a future agenda. Speakers are limited to three minutes. Please complete a "Request to Speak" form and place in basket provided.

VIII. Special Presentations/Public Hearings/Other:

IX. Staff & Committee Reports – Receive & File:

Non-District Reports:

- | | | |
|----|---|-----------------|
| 1. | San Luis Obispo County | No Report/Email |
| 2. | Camp Roberts—Army National Guard (LTC Robert Horvath) | No Report/Email |
| 3. | Community Service Organizations | SMFA Attending |

District Staff & Committee Reports:

- | | | | |
|----|--------------------------|------------------|-----------------|
| 4. | Interim General Manager | (Mr. Roberson) | Verbal |
| 5. | District General Counsel | (Mr. White) | Verbal |
| 6. | District Engineer | (Dr. Reely) | Report Attached |
| 7. | Director of Utilities | (Mr. Dodds) | Report Attached |
| 8. | Fire Chief | (Chief Roberson) | Report Attached |

X. CONSENT CALENDAR:

The items listed below are scheduled for consideration as a group and one vote. Any Director or a member of the public may request an item be withdrawn from the Consent Agenda to discuss or to change the recommended course of action. Unless an item is pulled for separate consideration by the Board, the following items are recommended for approval without further discussion.

1. Review and Approve Board Meeting Minutes

- a) 06-25-2020 Draft Regular Board Meeting

2. Approve Resolution 2020-28 approving the Subrecipient Agreement for 2019 CDBG Grant Funds Between the County of San Luis Obispo and the San Miguel Community Services District in the amount of \$350,123.

3. Approve the Plans & Specifications for the Water Main Replacement Project and authorize the Director of Utilities to advertise for bids from qualified contractors to complete the construction phase of the project. Plans available on the District website. **Link:** [SMCSD 10th & 11Th Street Water Line Replacement & SMCSD water main line improvement manual](#)

- 4. Assign negotiating authority for the purchase of property held by Union Pacific Railroad to General Manager Rob Roberson, District Engineer Dr. Blaine Reely and Director of Utilities Kelly Dodds.

XI. BOARD ACTION ITEMS:

- 1. **Review, Discuss, Receive and File the Enumeration of Financial Report for June 2020** (Freeman)
 - A. Claims Detail Report
 - B. Statement of Revenue Budget vs Actuals
 - C. Rev Budget vs Actual Summary
 - D. Statement of Expenditures Budget vs Actual
 - E. Cash Report

Public Comments: (Hear public comments prior to Board Action)

M _____ S _____ V _____

- 2. **Authorize the General Manager to enter into an agreement for Accounting Services with Coblenz-Biehle & Cramer.**

Recommendation: Authorize the General Manager to enter into an agreement with Coblenz-Biehle & Cramer for District Accounting Services per request for proposal.

Public Comments: (Hear public comments prior to Board Action)

M _____ S _____ V _____

- 3. **Authorize the General manger to enter into a franchise agreement with San Miguel Garbage to provide Solid Waste and Recycling services within the District boundaries.** (Roberson)

Recommendation:

Public Comments: (Hear public comments prior to Board Action)

M _____ S _____ V _____

- 4. **Continued discussion on the Fire Department Temporary Housing unit** (Young)

Recommendation: Discuss the status and next steps for the Fire Department Temporary Housing unit

Public Comments: (Hear public comments)

- 5. **Discussion on status of Machado Wastewater Treatment Facility expansion and aeration upgrade project** (Dodds)

Recommendation: Discuss the status and next steps of the Machado Wastewater Treatment Facility expansion and aeration upgrade projects.

XII. BOARD COMMENT:

This section is intended as an opportunity for Board members to make brief announcements, request information from staff request future agenda item(s) and/or report on their own activities related to District business. No action is to be taken until an item is placed on a future agenda.

XIII. ADJOURNMENT TO NEXT REGULAR MEETING:

ATTEST:

STATE OF CALIFORNIA)
COUNTY OF SAN LUIS OBISPO) ss.
COMMUNITY OF SAN MIGUEL)

I, Tamara Parent, Board Clerk/Accounts Manager of San Miguel Community Services District, hereby certify that I caused the posting of this agenda at the SMCSO office on July 16, 2020

Date: July 16, 2020

Rob Roberson Rob Roberson, Fire Chief/Interim General Manager

Ashley Sangster, SMCSO Board President

Tamara Parent, Board Clerk/ Accounts Manager



MONSOON CONSULTANTS

P.O. Box 151 San Luis Obispo, CA 93406
 (805) 476-6168 www.monsoonconsultants.com

SAN MIGUEL COMMUNITY SERVICES DISTRICT

Rob Roberson, Interim General Manager
 Post Office Box 180
 San Miguel, CA 93451
 (805) 467-3300

BOARD OF DIRECTORS

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Re: DISTRICT ENGINEER REPORT - JULY 2020

Board Members:

The following is a summary of the activities performed and the status of relevant issues which pertain to the duties and responsibilities of this position:

OVERVIEW

The District produced approximately 9.8 MGAL (13,078 CCF) of water during the month of June 2020. This represents an increase of approximately 2% from the prior month. Compared to 1-year ago, the volume of water produced in June 2019 was approximately 9.9 MGAL. There are no significant problems with the District's infrastructure at the time this report was prepared.

MEETING PARTICIPATION

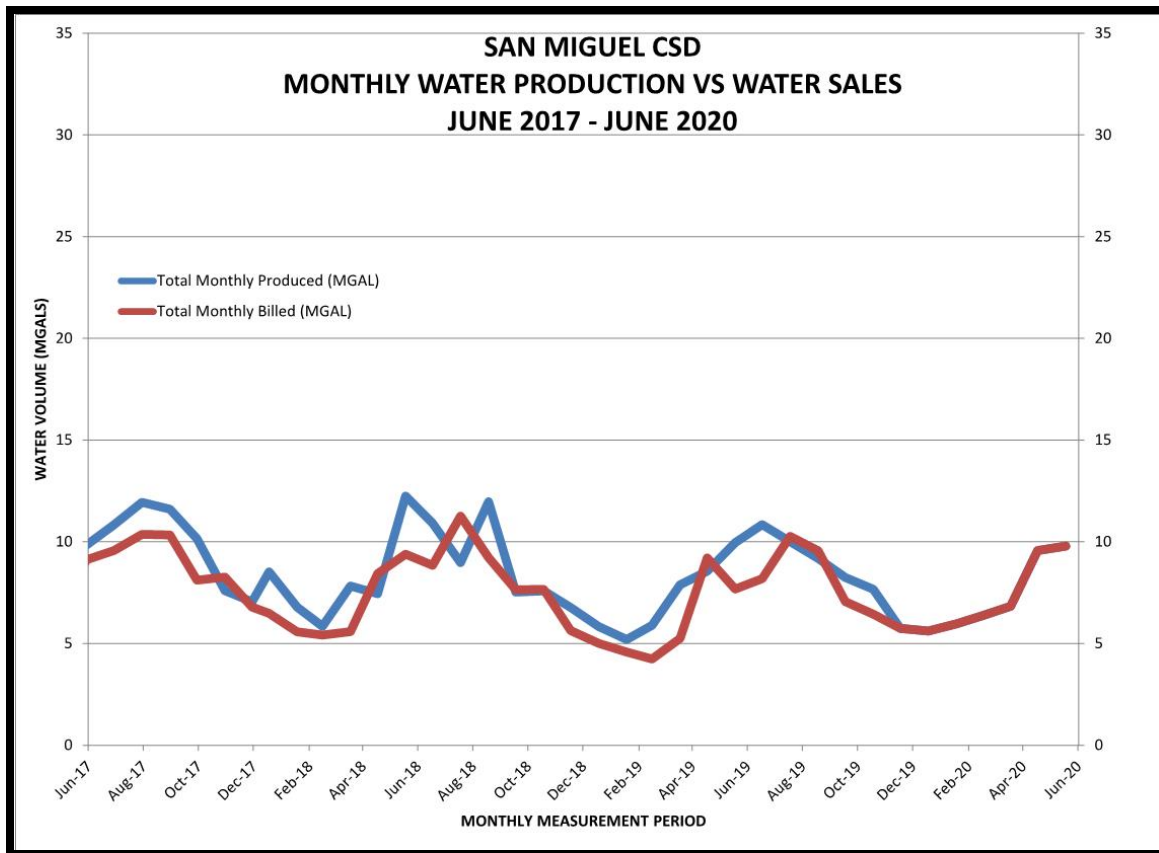
A brief summary of relevant issues that were discussed during meetings attended by the DE during the previous month are summarized below. (Note that routine meetings with SMCS staff are not included):

1. The DE did not attend any meetings during the previous month.

WATER PRODUCTION HISTORY

The following graph depicts the water production and sales for the proceeding 36-months. Note that the total monthly volume of water billed was unavailable for the period

between January 2020 and May 2020. This information will be updated when the data is available.



CAPITAL IMPROVEMENT PROGRAM

The following is a summary of the principal activities that were related to the Capital Improvements Program during the previous month:

1. **WWTP Aeration System Upgrade:** WWTP Aeration System Upgrade: Conversations with the County and PG&E indicate that the program may be modified to allow for the funding to be used to partially fund the proposed WWTP expansion / upgrade project. The DE and the Director of Utilities are planning to meet with the County and PG&E representatives in the summer 2020 to further explore this option.
2. **Wastewater Treatment Plant Renovation / Upgrade & Recharge Basin Design Phase:** The District has received and executed an agreement with the DWR Waterboard for funding in the amount of \$250,000 for Planning & Design for the Wastewater Treatment Plant renovation. The Board approved an agreement with Monsoon Consultants to provide project management and design services for this project at their October 2019 Board meeting. On April 13, 2020, the DE and the Director of Utilities met with representatives of the USDA to discuss the project and potential financing terms. The DE and staff have been diligently working on the preparation of the documents required to submit an application for project financing to the USDA. On April 23, 2020, the District awarded a contract

to Dudek to provide environmental services to address the NEPA / CEQA requirements of the project. Dudek has initiated the work and performed the initial biological field survey on June 11, 2020. In addition, the Director of Utilities submitted a Funding Inquiry Form to the CALIFORNIA FINANCING COORDINATING COMMITTEE (CFCC). This submittal represents the initial step in soliciting additional grant and loan funding from a variety of agencies and programs within the State. On May 5, 2020, the DE submitted a Pre-Application to the DWR for \$14,500,000 in funding through the Small Community Funding Program.

3. 10th & 11th Street Waterline Replacement Project: The District has been awarded a \$350,123 CDBG grant for partial funding of this project. A CDBG Grant Funding Sub-Recipient Agreement is on the July agenda for the Board's consideration and approval. The project has been designed and plans / bidding documents are ready for bid advertisement in July 2020, subject to approval by the Board. The District has received the final report for the Kit Fox survey that was prepared by H.T. Harvey & Associates. The County has completed the NEPA determination. The District has secured the encroachment permit for the work to be performed in the UPRR and Caltrans has informed the District that an encroachment permit will not be required from their agency. We anticipate receiving bids on August 24, 2020 and bringing a contract for construction to the Board for their consideration for contract award at the August Board meeting.

DEVELOPMENT

The following is a summary of private development projects that are either in-progress or planned that staff is currently reviewing or inspecting during construction:

- a) People's Self Help (Tract 2527, formerly Mission Garden Estates): The developer has completed the installation of all infra-structure and home construction has either been completed or is underway on 40 homes. In addition, construction of 20 new homes has either been completed or been started in the portion of the development that was acquired by Nino Development. All lots in this Tract have finished homes or homes that are under construction. There are no additional vacant lots.
- b) Tract 2779 (Nino - 34 lots) – All underground utilities have been installed and paving operations have been completed. New home construction has begun on fifteen (15) homes by Nino Development.
- c) Tract 2647 Hastings The Bluffs - The developer has started construction on the initial three (3) residences.

GROUNDWATER SUSTAINABILITY AGENCY

The City of Paso Robles has awarded a contract to Cleath-Harris Geologists, Inc. to provide hydrogeologic services for the Supplemental Environmental Project. The goal of this project is the siting and installation of stream gauges and monitoring wells, which will help address groundwater dependent ecosystems and reduce the data gaps identified in the Groundwater Sustainability Plan for the Paso Robles Groundwater Basin. The project will be funded through SER funds (\$250,000 approx.) that are available through

the Waterboard and there will be no costs incurred for this project by the District. As part of this project, there is potential funding for the installation of a new stream gauge on the Salinas River at the 15th Street Bridge and a new monitoring well to be installed in the Salinas River alluvial formation near the east abutment of the bridge.

I would like to take this opportunity to thank each of you and District staff that will review the information contained in this report. If there are any questions or you wish to discuss, please do not hesitate to contact me.

Respectfully Submitted,
MONSOON CONSULTANTS

Blaine T. Reely

Blaine T. Reely, Ph.D., P.E.
President, Monsoon Consultants

July 15, 2020

Date



San Miguel Community Services District

UTILITY STATUS REPORT

6-18-2020 Thru 7-17-2020

AGENDA ITEM# IX.7

Well Status:

- Well 4 is fully operational - Well Level 83 2/3/2020
- Well 3 is fully operational - Well Level 80 2/3/2020
- SLT well is in service – Well Level

Water System status:

Water leaks this month: 2 This calendar year: 4

Water related calls through the alarm company after hours this month: 1 this Year: 4

Sewer System status:

Sewer overflows this month: 0 this year: 0

Sewer related calls through the alarm company this month: 0 this Year: 0

WWTF status:

o .

State Water Resources Control Board (SWRCB):

- Nothing to report

Lighting status:

- Working with PGE Rep to get remainder of the PGE owned streetlights converted to LED.
- Decorative streetlights on Mission Street have been converted to LED.

Solid Waste:

Community

- San Miguel Garbage, on behalf of the District, collected numerous large items from the streets and alleys throughout town.

Mattress recycling

- Mattress are accepted by appointment only, and only on Fridays between 8 am and 11 am.

E-Waste collection

- E-waste is accepted in Fridays between 8 am and 11 am.

Project status:

- Working with PGE and Energy Watch to look at potential options to upgrade well pumps and controls to be more energy efficient.
- Repairs have been made to the landscape irrigation between 11th and 14th streets.

Board requested information:

- .

Community Development Block Grant (CDBG)

- Items on this agenda for 10th and 11th street water line replacement.

WWTP expansion and Aerator Upgrade

- See additional agenda item(s) for ongoing information

Staffing

- One vacant position, WWTF Operator Lead, which will remain vacant until we are closer to WWTF construction.

SLO County in San Miguel:

- The County provided an update to their 5-year overlay and sealing plan. The District will be working on making known repairs in the effected areas ahead of the scheduled overlays and sealing.
- County Planning has a CalPoly Intern who will be doing a project regarding water conservation in San Miguel. She will be working with the District to develop outreach customers to help them learn how to save water through retrofits and other changes. Updates will be provided to the Board as needed.

Caltrans in San Miguel:

- Caltrans is underway on improvements to the HWY 101 corridor, for what will be a 2-year project. There are numerous on/off ramp closures (7-2019)

Rain in San Miguel:

2018	9"
2019	12.5"
2020	0"

Kelly Dodds

Kelly Dodds
 Director of Utilities
 Date: July 17, 2020

San Miguel Community Services District Board of Directors Meeting



Staff Report

July 23rd, 2020

AGENDA ITEM: IX 8

SUBJECT: Fire Chief & Asst Fire Chief Report for June 2020

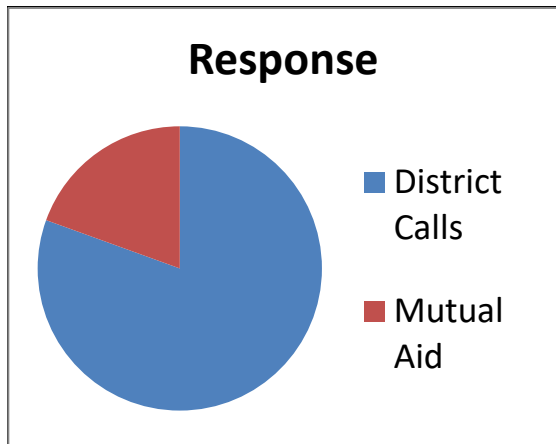
STAFF RECOMMENDATION: Receive and File Monthly Reports for the Fire Department

INCIDENT RESPONSE:

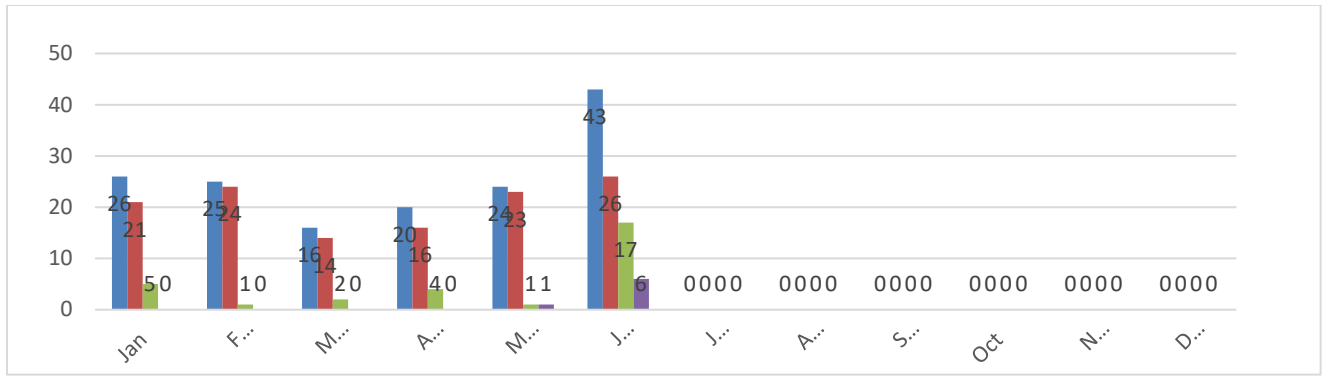
- Total Incidents for June 2020 **43**
- Average Calls for per 6 Months in 2020 25.6
- Total calls for the year to date **154**

Emergency Response Man Hours in May =	212	Total	597
Stand-By Man Hours for May =	106		<u>196</u>
		Total hr.	793

Emergency Response Man Hours =	4.9 hr. Per call for June	3.8 Per call for the year
Stand-By Average per Call =	2.4 Per call for, June	1.2 Per call for the year



June YTD	
District calls	26=60% 124 = 80%
Mutual aid calls	17=39% 30= 19%
Assist Camp Roberts	7 = 4%



Total calls
 District
 Mutual Aid
 Camp Roberts



Response Breakdown by %

Category	Count	Percentage
Structure fires	1	.6%
Wildland Fires	9	5%
Vehicle Fires	4	2.5%
Misc. fire	1	.6%
Illegal Burn	2	1.2%
Vehicle Accidents	15	9.8%
Other	99	64.3%

For 154 calls for 6 Months in 2020

District Calls	124	80%
Mutual Aid	30	19%
XX		
Structure fires	1	.6%
Wildland Fires	9	5%
Vehicle Fires	4	2.5%
Misc. fire	2	1.2%
Illegal Burn	2	1.2%
Vehicle Accidents	8	5.1%
False Alarms	6	3.8%
Haz Condition	7	4.5%
Haz Mat	0	0%
Stand by	1	.6%
PSA	9	5.8%
Medical Aids	124	80.5%

Personnel:

We currently have 16 active members.
 1 Chief
 1 Asst. Chief/ Prevention Officer
 2 Fire Captains
 2 Engineers
 10 Firefighters

Finances:

May /2020

Beginning - **\$804,879.07**
 Received - \$97,753.34 = \$902,632.41
 Transferred in - \$9984.27 = \$912616.68
 Disbursed -\$13,791.34= \$898,825.34
 Transferred Out - -\$20,294.17= **\$878,531.17**

June /2020

Beginning - **\$878,531.17**
 Received - \$10,104.42 = \$888635.59
 Transferred in \$11,076.00 = \$899,711.59
 Disbursed \$21,141.13 = \$878,570.46
 Transferred Out \$31,675.86 = **\$846,894.60**

Equipment:

- 6/10 E-8687 Out of Service 8687 is currently at South Coast Equipment getting analyzed to repair the problem.
- E-8687 Update, South coast is till unable to correct the problem because the 2006 computer failure. South cost is looking for the programs to reprogram the system.

Activities:

- Working within the COIVD standards

July

<u>Date</u>	<u>Other activities</u>	<u>Time</u>
-------------	-------------------------	-------------

2nd Aids Ride BBQ Bradly Cancelled

<u>Date</u>	<u>Subject matter</u>
-------------	-----------------------

1st 4th of July Coverage

2nd 4th of July Coverage

3rd 4th of July Coverage

July 4th coverage 4 days

7 4th of July Coverage

14 Medical Heat Related Injuries, Patient Assessment

21 ICS Operations / Fire Response

28 Association Meeting

August

<u>Date</u>	<u>Subject matter</u>
-------------	-----------------------

4 Engine Company Operations, Structure Fire Scene set up

11 Ladder Operations

18 RIC Team Ops

25 Association Meeting

Information:

- Fire Prevention Report Attached.

Prepared By:

Rob Roberson

Rob Roberson, Fire Chief

FIRE EQUIPMENT

2020 MILEAGE / FUEL REPORT

IX-8

Mileage/ Fuel	January		February		March		April		May		June		Total		Avg. MPG
Diesel	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	
E-8696	17	16.6	84	18	92	22	57	25.5	178	28	56	0	484	110	4.4
E-8687	17	13.4	24	25	24	0	28	35	115	22.8	20	31	228	127	1.8
E-8668	47	0	12	10	76	9	53	15.4	31	10	417	48.3	636.3	92.7	6.9
6 Month Total												1348.3	330	4.1	
Gas	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	
U-8630	0	0	0	0	0	0	5	20	187	0	248	17.6	439.8	37.6	11.7
C-8601	301	0	356	54	321	32.2	313	32	189	29	455	23.5	1935	171	11.3
C-8600	319	0	368	37.3	449	27.5	428	20	373	35	432	37.9	2369	158	15.0
6 Month Total												4743.8	366	13.0	

Mileage / Fuel	July		August		September		October		November		December		Total		Avg. MPG
Diesel	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	
E-8696													0	0	#DIV/0!
E-8687													0	0	#DIV/0!
E-8668													0	0	#DIV/0!
6 Month Total												0	0	#DIV/0!	
Gas	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	
U-8630													439.8	37.6	11.7
C-8601													0	171	5.7
C-8600													0	158	0.0
6 Month Total												439.8	366	1.2	

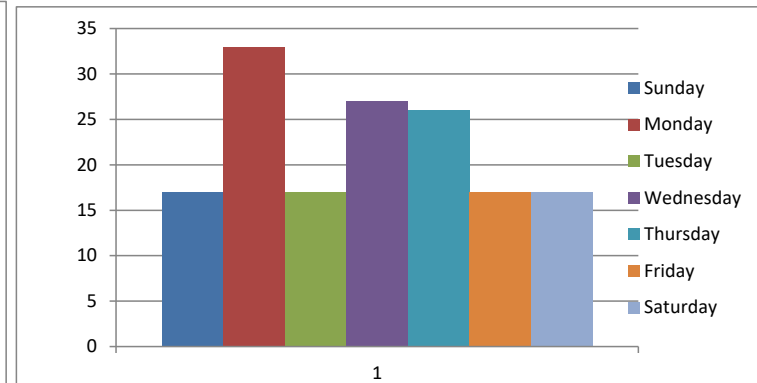
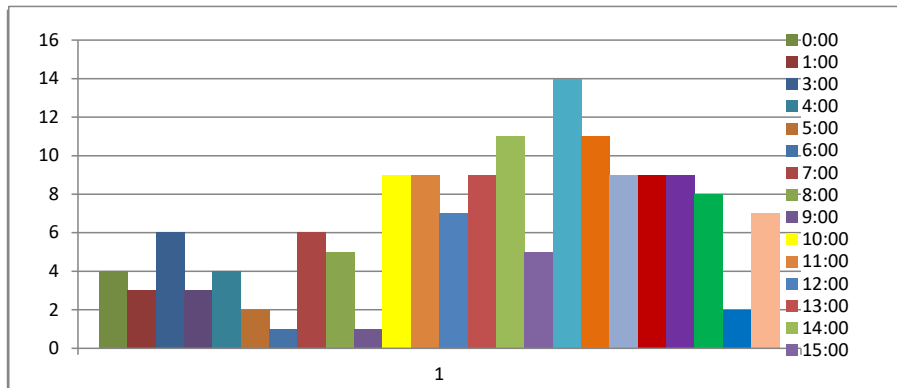
YTD 2020 Total	mi.	gal.	Avg. MPG
Diesel	1348.3	330	4.1
Gas	5183.6	732	7.1

Call per time of day and day of the week 2020

	After Hours						CSD Work Hours										Off Hours					Total				
	0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00			21:00	22:00	23:00
Sunday	2	0	2	1	0	0	0	1	0	0	0	0	0	1	1	0	0	0	2	3	2	0	0	2	17	11%
Monday	1	1	1	0	1	1	0	1	0	0	1	3	1	2	2	1	5	2	1	2	2	3	1	1	33	21%
Tuesday	1	1	0	0	0	0	0	0	1	0	2	1	0	1	1	2	3	1	0	2	1	0	0	0	17	11%
Wednesday	0	1	2	1	0	1	0	0	2	1	1	0	3	1	3	2	2	2	3	0	0	1	1	0	27	17%
Thursday	0	0	0	0	1	0	0	2	1	0	1	2	1	3	2	0	2	4	1	0	3	2	0	1	26	17%
Friday	0	0	1	0	2	0	0	1	1	0	1	2	0	1	1	0	1	2	0	0	1	1	0	2	17	11%
Saturday	0	0	0	1	0	0	1	1	0	0	3	1	2	0	1	0	1	0	2	2	0	1	0	1	17	11%
Hour Total	4	3	6	3	4	2	1	6	5	1	9	9	7	9	11	5	14	11	9	9	9	8	0	7	154	
	2%	2%	4%	2%	2%	1%	1%	4%	3%	1%	6%	6%	4%	6%	7%	3%	9%	7%	6%	6%	6%	5%	0%	4%		

Total calls during CSD Work Hours	51	33%
Total calls during Off time and weekends	103	66%
After Hours calls 22:00 to 06:00	31	20%
Total Weekend Calls	34	22%
Total Calls Monday thru Friday	120	78%

8am to 8pm	21	14%
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	JAN		FEB		MAR		APR		MAY		JUN		JUL		AUG		SEP		OCT		NOV		DEC		TOTAL			
	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid		
Structure Fires	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0
Veg. Fires	0	0	0	0	0	0	0	0	4	1	1	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5	4
Vehicle Fires	0	0	0	0	0	0	0	1	1	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	3
Misc. Fires	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0
Illegal Burning	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0
Vehicle Accidents	3	3	0	0	1	0	0	1	0	0	4	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	7
False Alarms	0	0	1	0	0	0	1	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6	0
Hazardous Condition	1	0	1	0	2	0	0	0	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7	0
Hazardous Materials	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Standby	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Pub.Svc.Asst.	1	0	3	0	1	0	1	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	9	0
Medical Aids	14	2	18	1	10	2	14	2	14	0	14	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	84	15
Call TOTALS	21	5	24	1	14	2	16	4	23	1	26	17	0	0	0	0	0	0	0	0	0	0	0	0	0	0	124	30
	26		25		16		20		24		43		0		0		0		0		0		0		154			
<i>CPR</i>	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0
Mutual Aid SLO/Mon.	5	0	1	0	0	0	4	0	1	0	16	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	28	
Camp Bob Asst.	0	0	0	0	0	0	0	0	1	0	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7	
Average Calls Per	<i>Month</i>	25.6	<i>Day</i>	0.8	<i>SLO Co. MA</i>				27	<i>Montrey Co. MA</i>				1	<i>CPR TOTAL</i>						1							

SAN MIGUEL COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS
JUNE 25, 2020 REGULAR MEETING MINUTES
MEETING HELD AT DISTRICT OFFICES
1150 MISSION STREET
SAN MIGUEL, CA 93451

- I. Meeting Called to Order by President Sangster – 6:02 P.M.
- II. Pledge of Allegiance lead by Director Kalvans after the closed session.
- III. **Roll Call:** Directors Present: Sangster, Gregory, Palafox, and Kalvans
Directors Absent: Green
- IV. **Adoption of Regular Meeting Agenda:**
Interim General Manager Rob Roberson asked to have the Pledge of Allegiance after the closed session.
Motion by Director Kalvans
Seconded by Director Sangster; Motion was approved by Vote of 4 AYES and 0 NOES and 1 ABSENT and 0 ABSTAINED
- V. **ADJOURN TO CLOSED SESSION:**
Closed Session convened at 6:05 P.M.
 - A. **CLOSED SESSION AGENDA:**
 1. **CONFERENCE WITH DISTRICT GENERAL COUNSEL – Existing Litigation**
Pursuant to Government Code Section 54956.9 (d)(1) Case: *Steinbeck v. City of Paso Robles, Santa Clara County Superior Court Case No. 1-14-CV-265039* and Case: *Eidemiller v. City of Paso Robles, Santa Clara County Superior Court Case No. 1-14-CV-269212*
 2. **PUBLIC EMPLOYMENT**
Title: Director of Utilities
Pursuant to Government Code Section 54954.5
 3. **PUBLIC EMPLOYMENT**
Title: Board Clerk/Account Clerk Manager
Pursuant to Government Code Section 54954.5

4. CONFERENCE WITH DISTRICT GENERAL COUNSEL-ANTICIPATED LITIGATION Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9:

VI. Call to Order for Regular Board Meeting/Report out of Closed Session: 7:03 P.M. Report out of closed session by District General Counsel Dervin, Direction was given to staff on two of the four items.

VII. Public Comment and Communications for matters not on the Agenda: Richard Smithen San Miguel resident voiced that he would like to know how much has been spent on the Steinbeck Litigation over the years. Board Clerk, Tamara Parent informed Mr. Smithen that he would need to fill out a public record request and staff could get the correct information to him. Owen Davis San Miguel resident voiced that because of COVID-19 all district employees should take a voluntary pay reduction. Mr. Davis also asked why the flags were not hung for Memorial Day. Assistant Fire Chief Scott Young informed him that the San Miguel Firefighters Association donated all the flags to the San Miguel Chamber of Commerce and doesn't know why they were not put up on Mission Street. Interim General Manager Rob Roberson thanked the public for their comments.

VIII. Special Presentations/Public Hearings/Other:

- 1. PUBLIC HEARING:** To consider approving an Ordinance 02-2020 of the San Miguel Community Services District (“District”) Board of Directors adopting a Solid Waste and Recycling Ordinance. Director Sangster opened the Public Hearing. Interim General Manager Rob Roberson presented the second reading of the Solid Waste and Recycling Ordinance and explained that The District has long provided collection services for solid waste and recycling for properties within the District. The District has determined that periodic collection and disposal of these categories of waste benefits all residents and occupants of the District. The District further mandates that private premises within the District may not fail to dispose of solid waste, debris, or inoperable vehicles from the property. To achieve the goal of safety and orderliness of properties within the District, owners of all developed properties in the District are mandated to properly use the District’s collection and disposal service and pay reasonable fees assessed by the District or its Franchisee/s for the service. If an owner or occupant fails to properly dispose of waste or recyclables or allows such to collect on the property within the District, the District manager is empowered to notify the owner, his or her agent or person in control of the premises to direct the removal of the waste or recyclables. If an owner fails to pay for the service, the District or its Franchisee/s may seek to collect the fees through reasonable means including written notices or demands, placing the charges on the following year’s tax roll of the respective property, or commencing an action in court to order the owner to pay the fees and costs of suit, including reasonable attorneys’ fees. Please see Solid Waste at www.sanmiguelcsd.org

Director Sangster thanked Interim General Manager Rob Roberson and opened for Public Testimony.

Public Comment/Testimony: Richard Smithen San Miguel resident voiced that he would like to know how they planned on inspecting a property. Interim General Manager/ Fire Chief Rob Roberson explained that if the property was a public health hazard or fire danger the District will mitigate the danger. Discussion ensued.

Owen Davis San Miguel resident thanked the Board of Directors for choosing a different landscaper for weed abatement this year and asked if they could look at his neighbor's yard.

Director Sangster closed Public Hearing and explained that there will be an action item for Board discussion.

2. **PUBLIC HEARING:** Consider approving Resolution No 2020-25 confirming the 2020 Weed Abatement Cost Report and Authorizing Collection of the charges on the County Tax Rolls. Director Sangster opened the Public Hearing.

Assistant Fire Chief/Fire Prevention Officer Scott Young presented the 2020 Weed Abatement Cost to the Board of Directors and public; explaining that he would like the Board to consider approving costs associated with weed abatement conducted by the District as presented by Resolution No. 2020-25. Approved costs will be a lien against the affected parcels through the County tax roll for the respective assessment amount. According to the Health and Safety Code section 14905, the District accounted for the cost of abatement for each affected parcel of land.

Director Sangster thanked Assistant Fire Chief/Fire Prevention Officer Scott Young and opened for Public Testimony.

Public Comment/Testimony: None

Director Sangster closed Public Hearing for Board of Director discussion.

Board Comment: Director Gregory asked for clarification on if the abatement has been done or will be done. Assistant Fire Chief/Fire Prevention Officer Scott Young explained that the eight properties have already been abated and landscaper has been paid; this item is to finalize the cost for a lien on the properties.

Director Sangster thanked the District staff.

Motion by Director Sangster to the adoption of Resolution No 2020-25 confirming the 2020 Weed Abatement Cost Report and Authorizing Collection of the charges on the County Tax Rolls.

Seconded by Director Kalvans. Motion was approved by Vote of 4 AYES and 0 NOES and 0 ABSTAINED and 1 ABSENT

STAFF & COMMITTEE REPORTS:

1. **San Luis Obispo County:** None

Public Comment: None

Board Comment: None

2. **Camp Roberts:** Army National Guard (CON Horvath) CON Horvath explained that Camp Roberts will be at high density with troops and thanked the San Miguel Fire Department

for the help with the unplanned wildland fire. CON Horvath informed the Board that he has a meeting planned with the California Fish and Wildlife to discuss the damage that the large herd of Elk are causing the base and residents. Discussion ensued about the damage.

Board Comment: Director Sangster asked about pig hunts on the base and where he could get some more information. CON Horvath informed them that he will get the state website that people could get a hunting permit from; see link: <https://calguard.ca.gov/cr/>

Public Comment: Owen Davis asked that staff forward the website to him.

Staff Comment: Assistant Fire Chief/Fire Prevention Officer Scott Young informed the Board that a scheduled live burn is planned for June 26th for three-hundred acres.

3. **Community Service Organizations: San Miguel Firefighters Association,** Report by Michelle Hido, Treasurer for the San Miguel Firefighters Association, informed the Board of Directors that the San Miguel Firefighters Association is planning on selling fireworks for the allotted days and has had San Miguel Garbage donate a safe disposal container that will be placed in the parking lot north of the Fire Station. Mrs. Hido also updated the Board of Directors that the County of San Luis Obispo does own the Father Reginald Park property. Discussion ensued.

Board Comment: None

Public Comment: None

4. **Interim General Manager:** Interim General Manager/ Fire Chief Rob Roberson updated the Board of the Director that the County is still under COVID-19, and SMCSO is still distancing and office doors are closed. As of June 8th, the new ACH payments have around sixty-five people signed up, and twenty customers are sixty-day past due. Interim General Manager/ Fire Chief Rob Roberson also explained that District Financials are on track and voiced each fund amount.

Interim General Manager/ Fire Chief Rob Roberson voiced that Assistant Chief Scott Young met with the ISO assessor for the Fire Department and the department's rating went from 4-4X after September we will be a 3-3X, San Miguel Fire Department will have approved by a whole number and that is good for property insurance throughout the District. Chief Roberson also updated the Board of Directors that the SRA Boundary has been changed. The SRA boundary has been moved to the edge of developed properties in the downtown area and outlying developments. The SRA boundary is based on the watershed and wildland interface. The State assumes all financial responsibility for the fire suppression in all SRA areas and does not affect the tax base and impact fees.

Board Comment: Director Sangster asked about if the Fire Department responded to a fire within the SRA will we get any reimbursement? Interim General Manager/ Fire Chief Rob Roberson explained that the San Miguel Fire Department would not get any reimbursement due to mutual aid. Discussion ensued that this is how it is done throughout the state.

Public Comment: None

5. **District General Counsel:** Presented by Counsel Dervin. ChurchwellWhite, LLC. Nothing to report at this time.

Board Comments: None

Public Comments: None

6. **District Engineer:** Written report submitted as-is. Dr. Blaine Reely was not present, and Director of Utilities Kelly Dodds asked for any questions.

Board Comment: Director Kalvans asked when the Master Plan update would be done? Director of Utilities Kelly Dodds explained that he was hoping for the next Board Meeting, but might take a little longer.

Public Comment: None

7. **Director of Utilities:** Written report submitted as-is and asked for any questions.

Board Comment: None

Public Comments: None

8. **Fire Chief & Asst. Fire Chief:** Fire Chief Rob Roberson, and Assistant Chief Young submitted the report as written. Fire Chief Roberson explained that the Department had a large fire on the terrace, the residence at that property burned and it was a complete loss with the need for a mutual aid response. The fire was accidental and ruled as no malicious intent. Discussion ensued about the increase in fires that the District has responded too. Chief Roberson voiced that Engine 8687 was out for repairs. The Fire Department will be covered for the fourth of July weekend.

Assistant Chief Young voiced that Engine 8687 had a catastrophic failure and had to drive in limp mode to South Coast and they are diagnosing the issue at this time.

Board Comments: Director Kalvans thanked San Miguel Fire for helping with the County fires, and explained that he was disappointed that San Miguel was not mentioned in the article.

Director Sangster asked if they had a cause at 13350 River Road fire? Chief Roberson explained that it was more of ruling out of things and in the end, it was no malicious intent. Assistant Chief Young voiced that there might be more information in next month's report.

Public Comment: Richard Smithen San Miguel resident asked how old the Engine 8687 was, and Chief Roberson explained that it was purchased in 2006. Mr. Smithen asked if they should be looking at a replacement and funds needing to be put aside. Chief Roberson explained that there is an action item on the agenda to address that issue. Mr. Smithen thanked Chief Roberson.

IX. CONSENT ITEMS: Director Sangster asked to discuss item number 1a.

1. Review and Approve Board Meeting Minutes

- a. 05-28-2020 Regular Board Meeting
- b. 6-11-2020 Special Board Meeting

Board Comment: Director Sangster voiced that page 48, item 3 residence needs to be changed to the resident.

Public Comment: None

Motion by Director Sangster to approve Consent items 1.a as amended and item 1.b

Seconded by Director Kalvans. Motion was approved by Vote of 4 AYES and 0 NOES and 1 ABSENT and 0 ABSTAINED.

XI. BOARD ACTION ITEMS:

- 1. Review, Discuss, Receive, and File the Enumeration of Financial Report for May 2020.** Item was presented by Interim General Manager/ Fire Chief Rob Roberson and

Financial Officer Paola Freeman asked for any questions. Interim General Manager/ Fire Chief Rob Roberson explained that he would like the Board to know where each fund was comparing last year to this year, Mr. Roberson voiced that the increase was Fund 20 Fire has \$203,077.25; Lighting 30 has \$95,382.49; Wastewater 40 has \$497,724.02; Water 50 \$249,803.57. Interim General Manager/ Fire Chief Rob Roberson explained that each fund was solvent and that he wanted the Board of Directors to know what has been accomplished over the last year.

Board Comment: Director Sangster asked about page 60, page 3, or 12, specifically item 5727; T-post and fencing, and asked what that was purchased for? Director of Utilities Kelly Dodds explained that it has not been used yet, but would be to fence in the property at the Wastewater Treatment Facility. Director Sangster asked that signs be put up informing the public that it is private property.

Public Comment: None

Motion by Director Kalvans to Receive and File the Enumeration of Financial Report for May 2020.

Seconded by Director Sangster. Motion was approved by Vote of 4 AYES and 0 NOES and 1 ABSENT and 0 ABSTAINED.

2. Review and authorize the release of an RFP for Accounting Services.

Item was presented by Interim General Manager/ Fire Chief Rob explained that this would be a service to assist the District in the annual audit, and would also assist in quarterly reviews and payroll tax. Mr. Roberson explained the Board of Directors that it is in the best interest of the District to have a second set of eyes on the financials for compliance with the District policies and a watch for any fraud. There will be hourly restrictions on the time spent by the contracted CPA.

Board Comment: Director Sangster voiced that he was okay with releasing an RFP but asked if the District has its own set of “terms and conditions” or “General Provisions” that is used for consultants and any other contract? Discussion ensued. Interim General Manager/ Fire Chief Rob explained that he would have to look but does not think so. Director of Utilities voiced that the District doesn't have their own, but relies on the contractor. District General Counsel Dervin explained that it is a normal practice to have one and feels that it would not be too time-consuming to do. Discussion ensued about a timeline to get a District “terms and conditions” and what the District would need in them. Director Kalvans voiced that he wants to know if the District does have a policy for “terms and conditions” and if so, does it stand? Board Clerk, Tamara Parent voiced that resolutions stand until one replaces the previous resolution. Discussion ensued about looking into if the District has ever had any resolution for District terms and conditions in the past and when the item will be discussed.

Public Comment: None

Motion by Director Kalvans to release RFP for Accounting Services

Seconded by Director Sangster. Motion was approved by Vote of 4 AYES and 0 NOES and 1 ABSENT and 0 ABSTAINED.

- 3. Consider Adoption of ORDINANCE 02-2020 SMCSO Solid Waste and Recycling Ordinance.** Item presented by Interim General Manager/ Fire Chief Rob Roberson explained that the Ordinance has been discussed and a public hearing was done, and section 18 was added per Board Consensus. Mr. Roberson explained that if an owner or occupant fails to properly dispose of waste or recyclables or allows such to collect on the property within the District, the District manager is empowered to notify the owner, his or her agent or person in control of the premises to direct the removal of the waste or recyclables. If an owner fails to pay for the service, the District or its Franchisee/s may seek to collect the fees through reasonable means including written notices or demands, placing the charges on the following year's tax roll of the respective property, or commencing an action in court to order the owner to pay the fees and costs of suit, including reasonable attorneys' fees. The initiation of a lawsuit would only occur with Board review and approval. The proposed ordinance here renews and makes minor modifications to the ordinance previously in existence in the District, including the right of the District to abate any property, not in compliance with the ordinance, and make specific collection efforts for unpaid fees. Interim General Manager/ Fire Chief Rob asked if anyone had any questions, and explained that the ordinance would be published and take effect in thirty days.

Board Comments: Director Kalvans thanked the staff for the changes.

Public Comment: None

Motion by Director Sangster to Adopt District ORDINANCE 02-2020 SMCSO Solid Waste and Recycling Ordinance.

Seconded by Director Palafox. Motion was approved by Vote of 4 AYES and 0 NOES and 1 ABSENT and 0 ABSTAINED.

- 4. Review and approve Resolution 2020-22 assuming the responsibility for maintenance of landscaping in specific areas within the San Miguel Community.** Item presented by Director of Utilities Kelly Dodds explained March 26th Board meeting; the Board gave consensus to move forward with cleanup, irrigation repairs, and plant replacement with District personnel, with reimbursement from the San Miguel Chamber of Commerce for any out of pocket cost. Staff performed the cleanup and irrigation repairs and is working through the planting. An invoice was prepared for the San Miguel Chamber for reimbursement once the planting was completed. At the May 28th Board meeting; the Board through consensus, directed staff to bring this item back pivoting to District Staff to performing the maintenance as opposed to contracting the maintenance out to a contractor. The Board and Staff discussed that there was enough staff to perform the normal maintenance of the landscaping. There was also discussion about the potential of needing day labor in the future or potentially needing to contract this work out in the future. The attached resolution formalizes the Board's position on the landscaping maintenance and authorizes the expense of Lighting Department funds for the purposes of performing the landscape maintenance activities. The District will perform the maintenance on the

landscaping on the West side of Mission Street between 11th and 14th, Father Reginald Park, and the North and South Gateway monuments.

Board Comment: Director Sangster asked what the annual cost would be to the District? Director of Utilities Kelly Dodds explained that in terms of water usage, doesn't know yet because of new drip irrigation. Mr. Dodds explained that the time the staff has been putting in it is approximately five-hundred to one-thousand a month.

Director Kalvans thanked staff for adding that Lighting will pay for water usage, and asked if he has had time to look at the Tree USA? Director of Utilities Kelly Dodds explained that he has looked at it, but would need more time. Director of Utilities Kelly Dodds voiced that he wanted to make sure that the Board of Directors understand that lighting will be paying for water usage and staff time for maintenance as described in the resolution. Discussion ensued.

Director Gregory asked about the plants at the "gateway signs", and if they were irrigated and what state the plants are in? Director of Utilities Kelly Dodds explained that they are all cactuses and are not irrigated, and are looking good.

Public Comment: Aron Kardashian from San Miguel Garbage voiced that for maintenance of the landscaping would be willing to donate wood chips. Directors thanked San Miguel Garbage.

Scott Young from the San Miguel Firefighter's Association (SMFA) voiced that if the SMFA wanted to take on the maintenance of the Father Reginald Park, and would like to know if anyone from San Miguel CSD had spoken with the Native Sons about taking over the maintenance of the park. Director of Utilities Kelly Dodds explained that he has not spoken with the Native Sons and explained that the resolution is written so if anyone else takes over the Father Reginald Park they also take over the responsibility of the maintenance to the park.

Owen Davis San Miguel Resident voiced that there is no reason to take over the maintenance of Father Reginald Park because the Natives Sons will continue the maintenance and explained that they have put in a lot of time for it to be turned into a "dog park".

Board Comment: Director Kalvans voiced that he has spoken with a community member Dick Hoffman from the Natives Sons, and doesn't feel that it would be a good place for a dog park, and feels that a discussion with Native Sons is needed.

Director Sangster explained that the CSD doesn't have the authority to state that the park could become a "dog park" if it is the Counties property.

Public Comment: Richard Smithen San Miguel resident voiced that the County owns that park, and gave the maintenance to the Native Sons.

Board Comment: Director Sangster asked for consensus for removing the Father Reginald Park out of the resolution. Director of Utilities voiced that he put it into the resolution was for the intent of helping if needed.

Motion by Director Kalvans to approve Resolution 2020-22 assuming responsibility for landscaping minus Father Reginald Park, directing the General Manager and Board Officers to put together a press event, authorize the Board President to issue thank you letters in accordance with Board Bylaws, and research becoming a recognized Tree City USA.

Seconded by Director Sangster. Motion was approved by Vote of 4 AYES and 0 NOES and 1 ABSENT and 0 ABSTAINED.

- 5. Review and approve RESOLUTION 2020-19 authorizing the Director of Utilities to negotiate the purchase of a light-duty truck for the utilities department in an amount not to exceed \$35,000.** Item was presented by Director of Utilities Kelly Dodds explaining that this item was brought back from the May 28th, 2020 meeting, Staff, as well as Director Sangster, looked further into the cost for new and gently used vehicles. As suspected staff was able to find several vehicles from rental companies however most had a significant number of miles already. Discussion ensued and it was explained that this utility vehicle is not currently budgeted, and this request is to be paid from Capital Reserves.

Board Comment: Director Sangster voiced that he did look into his contacts and would also like to give information to the Director of Utilities Kelly Dodds in regards to County fleet and that he might be able to get in with a County purchase and might be at a better cost. Discussion ensued about the brand of truck.

Director Palafox asked about the pricing range? Director of Utilities Kelly Dodds explained that it was around twenty-seven thousand and thirty-four thousand, and a lot of rental vehicles are as much as a new vehicle.

Public Comment: Richard Smithen San Miguel resident voiced that he has a 2005 Dodge Turbo Diesel up for sale if the District would like to look at it.

Motion by Director Gregory to approve RESOLUTION 2020-19 authorizing the Director of Utilities to negotiate the purchase of a light-duty truck for the utilities department in an amount not to exceed \$35,000.

Seconded by Director Kalvans. Motion was approved by Vote of 4 AYES and 0 NOES and 1 ABSENT and 0 ABSTAINED.

- 6. Consideration and Approval of RESOLUTION 2020-26 requesting consolidation of the San Miguel Community Services District's Biennial Election with County's November 3, 2020, Consolidated General Election.** Item presented by Board Clerk Tamara Parent explaining that this is a long-standing practice for past District elections, as it saves the District a substantial amount of staff time and money that would otherwise be spent on preparation of materials, mailing election materials, counting ballots and certifying the election results. Pursuant to California Elections Code §10555, the San Miguel Community Services District's Biennial Election can be consolidated with the San Luis Obispo County's November 3rd, 2020 General Election, and explained that this would be the most cost-effective for the District.

Board Comment: Director Gregory asked if they are two-year terms or four-year terms. Board Clerk Tamara Parent explained that there are three four-year terms to be put on the ballot. Director Green, Director Kalvans, and Director Gregory.

Public Comment: None

Motion by Director Sangster to approve of RESOLUTION 2020-26 requesting consolidation of the San Miguel Community Services District's Biennial Election with County's November 3, 2020, Consolidated General Election

Seconded by Director Kalvans. Motion was approved by Vote of 4 AYES and 0 NOES and 1 ABSENT and 0 ABSTAINED.

7. **Continued discussion on the Fire Department Temporary Housing unit.** Item was presented by Assistant Fire Chief/Fire Prevention Officer Scott Young updating the Board of Directors that he would like to discuss if the District has an interest in providing a "Beat Station" for the North County Sheriff's Deputies. This option has its complexities such as increased cost, increased unit size, access, and security, and would like to get Board consensus if they would be interested in moving in that direction. Discussion ensued about the property South of the Fire Station.

Board Comment: Director Sangster voiced that he feels that everyone would be interested in moving in that direction. Director Sangster asked if there would be any financial help from the San Luis County Sheriff? Assistant Fire Chief/Fire Prevention Officer Scott Young explained that he has not had that conversation yet. Fire Chief Rob Roberson voiced that on different occasions he has had discussions with the Board of Supervisor John Peschong about having funding for a "Beat Station".

Director Kalvans asked if Monterey County Sherriff come to San Miguel. It was explained that there might be a security issue. Discussion ensued about the CHP and the changes for the larger unit with utilities.

Director Palafox asked if it would be a two-room unit with a small area for sleeping quarters and a larger area for the Sherriff office? Assistant Fire Chief/Fire Prevention Officer Scott Young voiced that he would look at options for that arrangement and bring back to the Board.

Public Comment: Richard Smithen San Miguel resident asked if the property would be purchased or just leased. Assistant Fire Chief/Fire Prevention Officer Scott Young explained that after speaking to the property owner, he is not interested in selling so it would be a lease agreement.

Consensus of the Board of Directors is to have staff look at a bigger unit for San Miguel Fire Department sleeping quarters and Sherriff/ CHP office.

8. **Discussion on status of Machado Wastewater Treatment Facility expansion and aeration upgrade project.** Item presented by Director of Utilities Kelly Dodds updating the Board of Directors that in May the plant averaged 153,549 gallons per day 78% of hydraulic design capacity with a max day of 174,096 gallons 88% of hydraulic design capacity. Director of Utilities Kelly Dodds updated the Board that in May 2020 the District received the signed agreement back for the planning grant and submitted the initial invoice for reimbursement. June 2020 District Engineer completed an analysis of the flooding risk to the WWTF site from Salinas River flood flows, Director of Utilities explained that FEMA doesn't have a flood analysis prepared for the San Miguel area, however, a partial analysis was prepared for the North River Road Bridge by the County when it was replaced. The analysis completed by Monsoon Consultants shows that a large portion of the lower

areas of San Miguel is in the 100-year flood plain area and that all of the current WWTF is in the 500-year flood plain along with the majority of San Miguel. The ability to purchase of Railroad Property will be essential to reducing grading costs to bring the treatment processes out of the 100-year flood plain. The results of the study will be incorporated into the final design. June 2020 the DE completed the revisions of the USDA Preliminary Engineering Report (PER) and will resubmit to the USDA for funding consideration. Now that the FINAL engineering report is completed and has been approved by the Board, the District Engineer (DE) has begun working on a proposed schedule/timeline which will be presented to the Board for the preparation of construction documentation, environmental/regulatory compliance measures, and permitting. At that time, the DE will provide cost estimates associated with that schedule. Director of Utilities Kelly Dodds informed the Board of Directors that one of the first things that will be needed will be a headworks and larger lift station. Once a capacity is determined that will be brought to the board for approval. Based on discussions with the DE, we have initiated the final design phase for the recommended WWTP upgrade and expansion design alternative. We have scheduled approximately 9 months to complete the final design and the preparation of the Construction / Bidding Documents. On April 23, 2020, the Board awarded a contract to Dudek for Environmental Studies as required for CEQA/ NEPA Compliance for the recommended WWTP upgrade and expansion design alternative. The timing of the environmental compliance & permitting work will coincide with the completion of the final design phase. Under our currently planned schedule, the District should plan on initiating the process of obtaining financing for the WWTP upgrade and expansion project during the third quarter of 2020, to have financing in place to advertise and award a construction project in 2021. Although the District staff are aggressively researching and applying for grant funding opportunities, it is likely that to meet our deadline, the District may need to pay out of pocket for some of the construction design work.

Board Comment: Director Sangster asked if there is a large amount of cost to mitigate the one-hundred-year flood and asked what the estimated cost would be. Director of Utilities Kelly Dodds explained that the DE is still working on getting that information and explained that the biggest cost would be from whatever wall/dike system that would need to raise the eastern fence up eight-feet. Director of Utilities Kelly Dodds voiced that he should be able to give an update on that by the next meeting. Director Sangster asked if there will be any funds/grants that will help with offsetting the new cost? Director of Utilities Kelly Dodds explained that most likely that he can find to offset the wall/dike or some other system to help pay for the system. Discussion ensued about FEMA.

Director Kalvans voiced that he thought that it was odd that there is not flood study for that area, due to that area flooding. Director of Utilities Kelly Dodds explained that the FEMA flood maps show essentially the sides of the river as the flood plain, but there were no calculations or engineering done. However, based on the bridge data from San Miguel Bridge and Paso Robles Bridge the District Engineer, Blaine Reely from Monsoon Consultants was able to put together a flood analysis. Discussion ensued about the houses built at that lower level and how USDA will not fund any projects in the hundred-year flood plain.

Director Gregory asked if she was correct that USDA would not fund the project if the WWTF was not built outside the flood plain? Director of Utilities Kelly Dodds explained

that USDA's initial comment was it needed to be out of the one-hundred and five-hundred-year flood plain, but based on there is no place to build it outside the five-hundred-year flood plain; most likely they will fund it as long as it is outside the one-hundred-year flood plain with requirements of building the wall/dike. Director of Utilities Kelly Dodds explained that he will have more information next meeting. Discussion ensued.

Public Comment: None

Informational item only

9. **Review and approve RESOLUTION 2020-27 authorizing the Interim General Manager/Fire Chief to enter into a 10-year lease agreement with South Coast Equipment and PNC Equipment Finance for the acquisition a Type III; Model 34-F Pierce Wildland Fire apparatus for a total lease amount of \$471,919.** Item was presented by Interim General Manager/ Fire Chief Rob and Assistant Fire Chief/Fire Prevention Officer Scott Young explaining the background of E8687 that has had a catastrophic failure around two weeks prior. E 8687 was built at the time to perform as a first out front-line fire apparatus able to perform in the urban and urban-wildland interface areas throughout the District, in addition to fulfilling the Departments Automatic Aid and Mutual Aid Agreements with the County and State. Additionally, E8687 was scaled down to meet the DOT 26,000 GVW requirement allowing for a class "C" driver's license with additional specialized training for water tanks and air brakes. As well-intended as the concept was in 2006 E8687 has faced numerous setbacks in recent years due to mechanical failures, wear and tear, years of service, and changes in the County & State Standards. It has also been brought to the attention of Department Staff that the 2006 GMC Kick Top cab & chasey has become obsolete, making the acquisition of parts difficult or unavailable. The lack of readily available parts poses a great burden on the Department by potentially removing the unit from service for days, if not weeks at a time. Equipment failure prior, during, or post-event leaves the department members at risk. The solution is to replace E8687 buy selling E8687 and purchasing the discussed engine. Discussion ensued. Interim General Manager/ Fire Chief Rob explained that the Department Staff has contacted South Coast Equipment, HME, and BME Equipment Manufacturers requesting specifications and pricing information. HME & BME were able to forward equipment specifications without cost information or potential fabrication buildup start dates. South Coast Equipment is a Peirce distributor and was the only company that provided equipment specifications, diagrams, cost information, lease finance options, and photos of a new demo unit available for immediate delivery. The acquisition of a Model 34-F Type III Fire Apparatus would enhance the Department's fleet providing a unit in compliance with the current County & State standards, allowing for an overall increased level of safety to the District, County, and State. Interim General Manager/ Fire Chief Rob and Assistant Fire Chief/Fire Prevention Officer Scott Young asked that the Board of Directors Approve RESOLUTION 2020-27 to authorizing the Interim General Manager/Fire Chief to enter into a 10-year lease agreement with an annual payment of \$47,191.91 for the acquisition a Type III; Model 34-F Pierce Wildland Fire apparatus with South Coast Equipment and PNC Equipment Finance for a total amount of \$471,919.10. Interim General Manager/ Fire

Chief Rob Roberson and Assistant Fire Chief/Fire Prevention Officer Scott Young explained the items on the proposed engine that upon taking possession of the new unit and placing it into service. The Department would then decommission E8687 and offer it for a surplus sale, with the potential sale price of around \$60,000.00 to \$100,000.00. There is no upfront cost and explained that these funds would be placed into a new "Vehicle Payment Account". Interim General Manager/ Fire Chief Rob Roberson voiced that the Fire Department has \$878,531.17 and the first lease payment of \$47,191.91 would be due 1-year after the lease commencement date, allowing time for the sale of E8687. Future payments shall be funded by utilizing restricted funding sources such as Facilities Impact Fees, OES reimbursements, potential equipment grants, and if necessary, a budgetary line item.

Board Comment: Director Sangster explained that he was informed about E8687 needing repairs and has looked and was shocked that he only found one other engine out there for sale at that price range. Director Sangster asked what the interest rate would be? Fire Prevention Officer Scott Young explained that it is at fourteen percent and the buyout at the end for one-dollar, and if the District decides to pay off early there would be three percent fee of the principle. Discussion ensued about if E8687 and if it could be traded in. Director Sangster asked where they would put the new engine? Assistant Chief/Fire Prevention Officer Scott Young explained that E8687 would be in the back of the apparatus bay and the new engine in bay two. Director Sangster also voiced that he feels that the engine fits the need of the District but wants to make sure that we are following the District's Purchasing Policy. Discussion ensued that staff has reached out to four different vendors and discussion ensued about how some did not even respond to the quote request. Director Sangster voiced that he would be in favor of this item as long as Interim General Manager/ Fire Chief Rob Roberson writing a sole source justification. Discussion ensued. Director Sangster asked about the warranty, and if they could give more of a warranty. Assistant Chief/Fire Prevention Officer Scott Young explained that he did have that conversation with Peirce, and they explained that with the purchase you get the Pierce warranty and there is nothing else they offer. Discussion ensued about warranty see page 134 of Board packet.

Director Kalvans explained that he has always been in favor of fire equipment to handle wildland fire but would like to know if getting a water tender in the future. Wildland fires need to be able to be stopped within the district.

Director Palafox asked about the lease and if there are other options if this item doesn't get approved. Interim General Manager/ Fire Chief Rob Roberson explained that there are always options but voiced that this is the best deal for the District and would be in service within thirty days. Discussion ensued about what happens when it arrives and how it will be checked out.

Director Gregory asked what the cost break down and what the kind of break is the District getting by purchasing a "demo model" or what it would cost to order the same engine? Interim General Manager/ Fire Chief Rob Roberson explained that it would be around four-hundred and forty thousand. Director Gregory voiced that if they pay off early could save

around forty thousand. Discussion ensued lease agreement and how to calculate payment and payoff and how the lease includes the tax.

Public Comment: Richard Smithen voiced that it is a great deal, and informed the Board of Directors that he had been a Fire Chief for 34 years and has purchased many fire engines. Mr. Smithen voiced that the engine will pay for itself with wildland fire assignments and feels that the staff has done their homework on this item and thanked the Fire Chief.

- XII. BOARD COMMENT:** Director Kalvans asked if anyone has had time to view the land tax video. Director Kalvans also voiced that he would send information to thank the community during the COVID-19 and would send the wording for the Landscaping motion.

Director Sangster's voiced that he wanted to thank the Fire staff for the clear information given to the Board of Directors on the fire apparatus purchase.

- XIII. ADJOURNMENT TO NEXT MEETING:** Adjournment at Approximately 9:56 P.M.



San Miguel Community Services District

Board of Directors Staff Report

July 23, 2020

AGENDA ITEM: X - 2

SUBJECT: Approve Resolution 2020-28 approving the Subrecipient Agreement for 2019 CDBG Grant Funds Between the County of San Luis Obispo and the San Miguel Community Services District in the amount of \$350,123.

RECOMMENDATION:

Approve Resolution 2020- 28 of the Board of Directors approving the Subrecipient Agreement for 2019 CDBG grant funds between the County of San Luis Obispo and the San Miguel Community Services District and direct the Board President and General Manager to execute the Subrecipient Agreement

BACKGROUND:

The District applied for 2019 Community Development Block Grant funding assistance from the County for the replacement of four (4) segments of water main. The project will replace four (4) critical segments of interconnected existing steel potable water mains in downtown San Miguel which pose a high risk for failure. One of the water mains extends under the Union Pacific Railroad on 11th Street, between Mission and N Streets and two segments are beneath the main business route (Mission Street) on 10th Street. The project will include the installation of approximately 1350 linear feet of new 8-inch pipe, 130 linear feet of new 10-inch pipe and approximately 60 linear feet of new 6-inch pipe. The UPRR crossing shall be installed using jack and bore methods with 10-inch diameter HDPE pipe installed in 20-inch diameter steel casing. The contractor shall comply with the conditions of the UPRR ROW encroachment permit for all work performed within the UPRR ROW. The two Mission Street crossings shall be installed using HDD methods. Because the project will be partially funded with CDBG grant funds and the Contractor shall comply with all CDBG requirements, including meeting the prevailing wage requirements established by the state and federal governments.

On May 14, 2019, the San Luis Obispo County Board of Supervisors approved funding in the amount of \$350,123 from the County's 2019 CDBG Program for the District to implement the project. A Subrecipient Agreement between the County (Recipient) and the District

(Subrecipient), has been prepared which sets forth the terms and conditions of the Subrecipient Agreement for CDBG grant funds. Approval of this agreement will allow the District to access up to \$250,123 in CDBG grant funds to complete the construction of this project. The grant funds can be used to cover the costs associated with the construction phase of the project, along with providing reimbursement to the District for certain County approved pre-construction phase costs which have already been incurred by the District.

FUNDING:

No funding request is made in conjunction with this item.

FISCAL IMPACT

There are no direct fiscal impacts associated with this item. It should be noted that there may be costs associated with the Water Main Replacement Project that may be incurred which are not eligible for (or which exceed) the CDBG grant funding. If such costs are anticipated, a separate item(s) will be brought before the Board for discussion and possible approval.

PREPARED BY:

Blaine T. Reely

Blaine T. Reely, P.E., District Engineer

APPROVED BY:

Kelly Dodds

Kelly Dodds, Director of Utilities

Attachments:

Resolution 2020-28

CDBG Subrecipient Agreement

**SUBRECIPIENT AGREEMENT FOR 2019 CDBG GRANT FUNDS BETWEEN THE
COUNTY OF SAN LUIS OBISPO AND SAN MIGUEL COMMUNITY SERVICES
DISTRICT FOR WATER MAIN REPLACEMENTS PROJECT**

THIS AGREEMENT is made and entered into this ____ day of _____, 2020, by and between the County of San Luis Obispo, a political subdivision of the State of California, hereinafter called "Recipient," and the San Miguel Community Services District, a public special district agency, located in the County of San Luis Obispo, hereinafter called "Subrecipient"; jointly referred to as "Parties."

W I T N E S S E T H

WHEREAS, on July 11, 2017, the Recipient and the Subrecipient entered into a Cooperative Agreement (herein the "Cooperative Agreement") to implement the Housing and Community Development Act of 1974, herein called the "Act". Said Act is omnibus legislation relating to federal involvement in a wide range of housing and community development activities and is administered by the federal Department of Housing and Urban Development (hereinafter "HUD"); and

WHEREAS, on May 14, 2019, the San Luis Obispo County Board of Supervisors approved the County of San Luis Obispo Program Year 2019 Action Plan of the Consolidated Plan and projected use of funds pursuant to applicable federal regulations (24 CFR Part 570) (hereinafter referred to as the "2019 Action Plan"); and

WHEREAS, on May 14, 2019, the San Luis Obispo County Board of Supervisors approved funding in the amount of \$350,123 from the County's 2019 Community Development Block Grant (hereinafter referred to as "CDBG") (Catalog of Federal Domestic Assistance #14.218) Program for the Subrecipient to replace four (4) critical segments of interconnected existing steel potable water mains in downtown San Miguel which are at critical risk for failure, hereinafter referred to as the "Project,"; and

WHEREAS, the Federal Award date identified in the Grant Agreement for the 2019 CDBG funds is September 13, 2019; and

WHEREAS, this Agreement sets forth the benefits, entitlements, obligations and responsibilities bestowed upon, and agreed to, by the Subrecipient in exchange for receiving and using the CDBG funds to be used for the Project as described in this Agreement; and

WHEREAS, the Recipient completed the necessary federal environmental review documents per 24 CFR Part 58 to account for all CDBG funds allocated to the Project; and

WHEREAS, the Parties' participation in the programs funded by the Act complies with all applicable federal laws, regulations and executive orders; and

WHEREAS, the agreement shall remain in effect throughout the implementation of projects specified in the Urban County of San Luis Obispo's Program Year 2019 Action

Plan of the 2015 Consolidated Plan (Federal Award Identification #B-19-UC-06-0508) and any amendments thereto; and

WHEREAS, the Subrecipient, Data Universal Numbering System number 109973839, is a “Subrecipient” as defined in the Code of Federal Regulations at 24 CFR 570.500(c); and

WHEREAS, the Parties desire to enter into this Agreement to govern the use of the CDBG funds for the Project and for Program Administration; and

NOW THEREFORE, pursuant to the provisions of Title 24, Part 5, of the Code of Federal Regulations, the Parties agree as follows:

This Agreement sets forth the responsibilities of the Recipient and the Subrecipient in accomplishing the objectives of the CDBG program (CFDA Title #14.218) as set forth in the Housing and Community Development Act of 1974, as amended.

Pursuant to 24 CFR 200, 24 CFR 570.500(c) and 24 CFR 570.501(b), the Recipient may provide CDBG funds to public or private nonprofit agencies, authorities or organizations, or for-profit entities authorized under 570.201(o) (referred to collectively and individually as “sub-recipients”) to be used by the sub-recipients to provide certain eligible services in connection with the Recipient’s desire to develop viable urban communities, through community development activities, as specified in 24 CFR 570.200 (“CDBG Program”); and

Recipient agrees to fund the services of the Subrecipient, and the Subrecipient agrees to perform the services for Recipient hereinafter described in Exhibit A – Statement of Work, during the term, and otherwise subject to the covenants and conditions hereinafter set forth.

1. Statement of Work

A. Activity Description: The Subrecipient agrees to perform during the term of this Agreement, all tasks, obligations, and services set forth in the Statement of Work attached to this Agreement as Exhibit A and incorporated into this Agreement by this reference. The Subrecipient shall perform the CDBG-eligible activity described in Exhibit A.

The Statement of Work provides information for the Recipient to effectively monitor performance of all projects being completed under this Agreement. The 2019 Action Plan includes a project description and a budget for each project funded wholly, or in part, by CDBG funds. The Subrecipient may request modification of the tasks, schedule or budget in writing to the Recipient. The Recipient shall review each request to modify tasks, schedule or budget on a case-by-case basis and will respond to the Subrecipient within 30 days of the request. The projects listed in the Statement of Work shall be implemented by the Subrecipient. The Statement of Work includes a concise

description of each project (i.e., project location, project scale, and clientele to be served) as referred to in the 2019 Action Plan, specifically the Appendix entitled “Listing of 2019 Approved Project U.S. Department of Housing & Urban Development Community Planning Development Consolidated Plan.”

B. National Objectives: All activities funded with CDBG funds must meet one of the CDBG programs’ National Objectives: (1) to primarily benefit low- and moderate-income persons; (2) to aid in the prevention or elimination of slums or blight; or (3) to meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

C. Level of Accomplishment – Goals and Performance Measures: The Subrecipient certifies that the activities carried out under this Agreement will meet the CDBG program national objective of primarily benefitting low- and moderate-income persons. The grant is anticipated to benefit up to 1,830 low- and moderate-income persons. Program effectiveness is measured through an ongoing evaluation of the CDBG program. The Subrecipient agrees to provide the levels of program services according to the goals in Exhibit A.

D. Staffing: Any changes in key personnel assigned or their general responsibilities under this project as described in Exhibit A must be reported to the Recipient.

E. Performance Monitoring: The Recipient will monitor the Subrecipient’s performance against goals and performance standards, as stated above. Substandard performance, as determined by the Recipient, will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period after being notified by the Recipient, Agreement suspension and/or termination procedures will be initiated by the Recipient.

The Recipient will use the Subrecipient’s performance reports to monitor the delivery of the Program requirements under this Agreement. In addition, the Recipient’s representative may visit the Subrecipient’s offices to inspect the records required by HUD to be maintained to document expenditures funded by this grant. These records include copies of the original source documentation demonstrating that the program clients are eligible to receive HUD-funded services, and that funds were expended to deliver the services described in Exhibit A, “Statement of Work.”

2. Payment for Services

The Recipient shall reimburse the Subrecipient for the services performed by the Subrecipient pursuant to the terms of this Agreement and in accordance with the terms set forth in the “Schedule of Compensation” attached hereto as Exhibit B. The compensation shall be paid at the time and manner set forth in Exhibit B. Further, the “Schedule of Compensation” shall be based on the Approved Line Item Budget as set

forth in Exhibit B. The Reimbursement Amount shall constitute reimbursement only for allowable costs incurred as a result of the Project Services/Program Expenses.

All requests for reimbursement shall be submitted as per Section 13 (Fiscal Control) for costs incurred under this Agreement, along with one (1) set of copies of original source documentation supporting the expenditures by the Subrecipient for the projects identified in Exhibit A – Statement of Work, which shall be submitted to the Recipient in such form acceptable to the Recipient in its sole and absolute discretion. Such documentation shall be submitted prior to any payment, in whole or in part, by the Recipient of the Reimbursement Amount.

CDBG funds shall generally be disbursed by Recipient to the Subrecipient on a reimbursement for actual expenses basis.

The Subrecipient shall be liable for all amounts which are determined to be due by HUD including, but not limited to, disallowed costs which are the result of the Subrecipient's or its contractor's conduct under this Agreement. The Subrecipient shall be notified in writing and shall be permitted to respond regarding any controversy or proceeding between the Recipient and HUD arising from this Agreement.

All financial transactions must be supported by complete and verifiable source documents. Records shall provide a clear audit trail and shall be maintained as specified in Section 19 (Agreement Responsibility for Monitoring and Records) of this Agreement.

3. Availability of Funds/Modifications

The Recipient's provision of funding to the Subrecipient pursuant to this Agreement is contingent on the availability of CDBG funds, continued federal authorization of CDBG program activities, and the accumulation of CDBG Program Income, as set forth in Section 14 (Program Income). This Agreement is subject to amendment or termination if CDBG funds become unavailable. This Agreement is subject to written modification and termination as necessary by Recipient in accordance with requirements contained in any future Federal legislation, regulations or Recipient policy. All other modifications must be in written form and approved by both Parties. The Subrecipient shall use the Payment Request Form (HSG-1007) for reimbursement purposes, see Exhibit F.

4. Term of Agreement

The term of this Agreement shall commence on July 1, 2019, and terminate June 30, 2021, unless said work is completed prior to the date or unless sooner terminated as herein provided. All services required of the Subrecipient under this Agreement shall be completed on or before the end of this term.

5. Obligation of Funds/Time for Performance

The Subrecipient shall not perform any work, obligate any funds, incur any costs, or initiate any Project under this Agreement until all environmental review has been completed and certified by Recipient's Department of Planning and Building and Recipient has issued a written "Authorization to Obligate Funds and Incur Costs."

6. Designated Representative

A. The Recipient's representative is as follows:

Name and Title:	Matt Leal, Planner
Address:	County of San Luis Obispo Department of Planning and Building 976 Osos Street, Rm. 300 San Luis Obispo, CA 93408
E-mail Address:	mleal@co.slo.ca.us
Telephone No.:	(805) 781-5113
Fax No.:	(805) 781-5624

B. The Subrecipient's representative who shall be responsible for job performance, negotiations, contractual matters, and coordination with the Recipient Representative is as follows:

Name and Title:	Kelly Dodds, Director of Utilities, SMCSO
Address:	1150 Mission Street San Miguel CA 93451
E-mail Address:	kelly.dodds@sanmiguelcsd.org
Telephone No.:	805-467-3388 Ext 206

7. Timely Completion and Expenditure

Timely completion of the Project is the highest priority of this Agreement. The Subrecipient shall develop and submit a remediation plan to the Recipient that outlines a detailed course of action to complete the project and drawdown funds in compliance with applicable regulations. Subrecipient shall demonstrate reasonable progress in the implementation of the Project by adhering to the remediation plan and by incurring all project related costs and expending allocated CDBG Project funds in accordance with established performance goals and standards.

Failure to comply with this Agreement and the remediation plan will trigger administrative requirements in accordance with 2 CFR Part 200.338 and 2 CFR Part 200.305(b) (6).

8. Compensation and Method of Payment

The Recipient shall reimburse the Subrecipient an amount not to exceed \$350,123 ("Reimbursement Amount") for services performed under this Agreement. This amount shall constitute full and complete compensation hereunder for the Project. The Reimbursement Amount will only be paid if reimbursable from the federal government under the Housing and Community Development Act of 1974 for the amount indicated above, or from CDBG program income, as described in 24 CFR 570.500(a), and accumulated as a result of this Agreement. The Reimbursement Amount shall constitute reimbursement only for allowable costs incurred as a result of the Project.

All reimbursement requests shall be submitted via the Request for Payment Form and shall include an invoice for costs incurred under this Agreement, along with one (1)

set of copies of all original source documentation supporting the expenditures by the Subrecipient for the Project, which shall be submitted to the Recipient in such form acceptable to the Recipient in its sole and absolute discretion. Such supporting documentation shall be submitted prior to any payment, in whole or in part, by the Recipient of the Reimbursement Amount.

9. Compliance

The Subrecipient agrees that in executing this Agreement it undertakes hereby the same obligations to Recipient that Recipient has undertaken to HUD pursuant to Recipient's CDBG application and certifications. The obligations undertaken by the Subrecipient include, but are not limited to, the obligation to comply with all federal laws and regulations described in Subpart K of 24 CFR Part 570 and specifically with each of the following:

A. The Housing and Community Development Act of 1974 (Public Law 93-383) as amended, and legislative changes contained in the Housing and Urban-Rural Recovery Act of 1983; and the Housing and Community Development Act of 1987;

B. Final regulations of the Department of Housing and Urban Development relating to Community Development Block Grants (Title 24, Chapter V, Part 570 of the Code of Federal Regulations commencing with Section 570.1) dated September 6, 1988; and revisions to 24 CFR Part 570 at Subpart J entitled "Grant Administration" and dated March 11, 1988;

C. Regulations of the Department of Housing and Urban Development relating to environmental review procedures for the Community Block Grant program (Title 24, Subtitle A, Part 58 of the Code of Federal Regulations, commencing at Section 58.1) except that the Subrecipient does not assume Recipient's environmental responsibilities as described in 24 CFR Part 570.604;

D. Title VI of the Civil Rights Act of 1964 (Public Law 88-352) as amended; Title VIII of the Civil Rights Act of 1968 (Public Law 90-284) (affirmatively furthering fair housing) as amended; Section 104(b) and Section 109 of title I of the Housing and Community Development Act of 1974 as amended; Section 3 of the Housing and Urban Development Act of 1968 (Employment Opportunities for Low- and Very Low-Income Persons); as amended, 12 U.S. C. 1701u; Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11246 as amended by Executive Orders 11375 and 12086; Executive Order 11063 as amended by Executive Order 12259; and HUD regulations heretofore issued or to be issued to implement these authorities relating to civil rights and 24 CFR 570.904(d) and 2 CFR Part 200.321:

1. Contracting with Small and Women and Minority Owned Businesses (W/MBE) (2 CFR 200.321). The Subrecipient will take all necessary affirmative steps to assure that minority owned and/or women owned business enterprises, and labor area surplus firms are used when possible. Such firms and businesses have 50% or more

ownership by an ethnic minority person(s) and/or by woman/women. All construction projects receiving HUD funds and all contractors and subcontractors who receive \$10,000 or more in HUD funds shall fulfill these hiring requirements. These steps are in addition to full and open competition and must include, at a minimum, the following six affirmative steps:

- (a) Solicitation Lists. Subrecipient must place small and minority businesses and women's business enterprises on solicitation lists (2 CFR 200.321 (b) (1));
- (b) Solicitations. The Subrecipient must assure that it solicits small and minority businesses and women's business enterprises whenever they are potential sources (2 CFR 200.321 (b) (2));
- (c) Dividing Requirements. Subrecipient must divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises (2 CFR 200.321 (b) (3));
- (d) Delivery Schedules. The Subrecipient must establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises (2 CFR 200.321 (b) (4));
- (e) Obtaining Services and Assistance. The Subrecipient must use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce (2 CFR 200.321 (b) (5)); and
- (f) Prime Contractor Requirements. The Subrecipient must require the prime contractor, if subcontractors are anticipated or let, to take the five affirmative steps as described in (a) through (e) above (2 CFR 200.321 (b) (6)).

2. Land Covenants. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Recipient and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the

program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

E. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and regulations adopted to implement the Act in the Code of Federal Regulations, Title 24, Part 42;

F. Equal Employment Opportunity; Agreements exceeding \$10,000 are subject to the following:

During the performance of this Agreement, the Subrecipient agrees it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, and hereby promises to comply with the provisions on contractor agreements contained in Presidential Executive Order #11246 as amended by Executive Order 11375 and as approved by the Department of Labor Relations (41 CFR Part 61).;

G. 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards"; including, but not limited to, applicable Section of Department of Housing and Urban Development regulations located at:

1. 24 CFR 570.502 – Uniform Administrative Requirements. Pursuant to 24 CFR 570.502, the Subrecipient will comply with the requirements of 2 CFR part 200, except that the following provisions shall not apply: § 200.305 as modified by 24 CFR 570.502(a)(1), 200.306, 200.307 as governed by 24 CFR 570.504, 200.308, 200.311 except as provided in 24 CFR 570.200(j) and governed by 24 CFR 570.505, 200.313 except as provided in 570.502(a)(6), 200.333 except as provided in 570.502(a)(7)(ii) for subrecipients. If there is a conflict between definitions in 2 CFR part 200 and 24 CFR part 570, the definitions in 24 CFR part 570 shall govern.

H. Public Law 89-665 the Archaeological and Historical Preservation Act of 1974 (Public Law 93-291), and Executive Order 11593 including the procedures prescribed by Advisory Council on Historic Preservations in 36 Code of Federal Regulations, Part 800;

I. The Labor Standards Regulations set forth in Section 570.603 of 24 CFR Part 570; and HUD Handbook 1344.1. If this Agreement involves construction or facility improvements exceeding \$2,000 awarded by the Recipient, the Subrecipient agrees to comply with:

1. Prevailing Wages: Requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (40 USC 276a to 276 a-7) as supplemented in the Department of Labor regulations (29 CFR Part 5) applies. The Federal minimum wage rates for this Project as predetermined by the United States Secretary of Labor are set

forth in the Special Provisions. If there is a difference between the minimum wage rates predetermined by the Secretary of labor and the prevailing wage rates determined to be applicable to this contract by the Director of the California Department of Industrial Relations for similar classifications of labor, the Subrecipient and its contractor and subcontractors shall pay not less than the higher wage rate.

The Subrecipient agrees that, except with respect to the rehabilitation of residential property designed for residential use for less than eight (8) households, or as allowed by the Housing and Community Development Act of 1974, as amended, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this Agreement, shall comply with federal requirements adopted by the Recipient pertaining to such contract, and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR, Parts 3, 1, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph, for such contracts in excess of \$10,000.00.

2. Copeland Anti-Kickback Act: During the performance of this Agreement, the Subrecipient and its contractors and subcontractors agree to comply with the Copeland Anti-Kickback Act (18 USC 874) as supplemented in the Department of labor regulations (29 CFR Part 3). This act provides that the Subrecipient, its contractor and subcontractors shall be prohibited from inducing any person employed in the construction, completion, or repair of public facilities to give up any part of the compensation which they are otherwise entitled.

The Subrecipient, its contractor and subcontractors shall maintain documentation that demonstrates compliance with hour and wages requirements of this part. Such documentation shall be made available to the Recipient for review upon request. The Subrecipient's contractor and subcontractors agree to include a provision requiring such compliance in its lower tier covered contracts and transactions.

Agreements exceeding \$100,000 that involve the employment of mechanics or laborers shall comply with the following:

3. Contract Work Hours and Safety Standards Act: Where applicable, during the performance of this Agreement all contracts awarded by the Subrecipient, the prime contractor and subcontractors in excess of \$2,000 for construction contracts and in excess of \$100,000 are required, pursuant to the Contract Work Hours and Safety Standards Act, to apply the four clauses below. These clauses shall be inserted in addition to the clauses required by 29 CFR Part 5.5(a) or 29 CFR Part 4.6. As used in this section, the terms laborers and mechanics include watchmen and guards.

a. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a.) of this section.

c. Withholding for unpaid wages and liquidated damages. The Recipient shall upon its own action or upon written request of an authorized representative of the U.S. Department of Housing and Urban Development (HUD) or the U.S. Department of Labor (DOL) withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b.) of this section.

d. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (a.) through (d.) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a.) through (d.) of this section.

4. Bonding Requirements: For construction or facility improvements contracts or subcontracts exceeding the Simplified Acquisition Threshold (\$150,000) the Recipient may accept the bonding policy and requirements of the Subrecipient provided that the Recipient has decided that the CDBG funds are adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- (a) Bid Guarantee. At the submission of a bid to the Subrecipient, the contractor shall furnish a “bid” guarantee equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- (b) Performance Bond. At the time of execution of a contract between the Subrecipient and the contractor, the contractor shall furnish a “faithful performance” bond in the sum of one hundred percent (100%) of the contract price to guarantee the performance of the contract.
- (c) Payment Bond. At the time of execution of the contract, the contractor shall furnish a “payment” bond in the sum of one hundred percent (100%) of the contract price to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

J. The Architectural Barriers Act of 1968 (42 U.S.C. Section 4151 and the Americans with Disabilities Act of 1990 (ADA));

K. The Hatch Act relating to the conduct of political activities (Chapter 15 of Title 5, U.S.C.);

L. The Flood Disaster Protection Act of 1973 (Public Law 93-234 and the regulations adopted pursuant thereto) Section 202(a) and the regulations in 44 CFR parts 59 through 79;

M. The Clean Air Act (42 U.S.C. Chapter 85) and the Federal Water Pollution Control Act, as amended (33 U.S.C. Section 1251 et seq.) and the regulations adopted pursuant thereto;

N. Executive Order 12372, which requires State Clearinghouse review and comment of any CDBG project for the planning, construction, reconstruction, and/or installation of water or sewer facilities;

O. Section 401(b) of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831 (b)); and

P. Debarment and Suspension. An agreement or contract must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM) database, in accordance with 2 CFR 180 that implements Executive Orders 12549 and 12689, "Debarment and Suspension." Provision of 24 CFR Part 570.609, and 24 CFR 5.105(c) for procurement activities regarding use of debarred, suspended, or ineligible contractors or subcontractors and 24 CFR Part 24 for non-procurement activities, regarding use of debarred, suspended, or ineligible contractors or subcontractors. This Agreement is a covered transaction for purposes of 2 CFR 180 and 2 CFR 3000. As such the Subrecipient is required to verify with the Recipient that the Subrecipient, its contractors, subcontractors, its principles (defined at 2 CFR 180.940), or its affiliates (defined at 2 CFR 180.905) are excluded (defined at 2 CFR 180.940) or disqualified (defined at 2 CFR 180.935).

The Subrecipient must comply with 2 CFR 180, subpart C and 2 CFR 3000, subpart C during the term of this Agreement and any other contract that may arise as a result of this agreement. Subrecipient must include a provision requiring such compliance in its lower tier covered contracts and transactions.

If it is later determined that the Subrecipient did not comply with 2 CFR 1800, Subpart C and 2 CFR 3000, subpart C, in addition to other remedies available to the Recipient and the Federal Government, may pursue available remedies, including but not limited to suspension and/or debarment.

Contractors excluded, disqualified or otherwise ineligible (e.g., suspension, debarment, or limited denial of participation) for Federal procurement and non-procurement programs per 24 CFR 570.609 shall not be considered for contract award. This applies to any CDBG-assisted contracts for the procurement of goods and services, professional services, public services, and construction activities (prime and sub-prime contractors).

The Subrecipient shall work with the Recipient to verify eligibility for all contractors and subcontractors, its principles or its affiliates are not excluded or disqualified subject to procurement requirements prior to contract award by the Subrecipient. The Subrecipient shall not use a self-certification letter or form signed by the contractor as a substitute for evidence of their eligibility status.

To verify and document a contractor's eligibility the Recipient shall check the General Services Administration System for Award Management site (<https://www.sam.gov/SAM/pages/public/searchRecords/search.jsf>) to assure the contractor's eligibility and shall submit the verification to the Subrecipient **prior** to the notification and award of the contract. The Recipient and the Subrecipient shall retain a copy of the verification(s) for their file to verify for each consultant/contractor.

The Subrecipient further agrees to comply with any environmental, procurement, construction, and other guidelines provided by the Recipient. All local code regulations must be recognized, and services provided must conform to the said standards.

Q. Reporting. The Subrecipient also agrees to submit an annual performance and evaluation report no later than 15 days after the completion of the most recent program year showing the status of all activities as of the end of the program year. The purpose of the performance and evaluation report is to assist the Recipient in complying with its reporting obligations under 24 Code of Federal Regulations section 570.507(a) and under 24 Code of Federal Regulations Part 91. The Recipient shall specify the content and format of this report.

R. Economic Opportunities for Low- and Very Low-Income Persons (24 CFR Part 135). Non-Public Housing Authority entities that obligate or commit to spend over \$200,000, or when an individual contractor receives \$100,000 of covered funds on projects involving housing construction, demolition, rehabilitation, or other public construction is required to comply with Section 3 of the Housing and Urban Development Act of 1968, hereinafter referred to as "Section 3 (HUD).".

The purpose of the Section 3 (HUD) is to ensure that employment and other economic opportunities generated by the U.S. Department of Housing and Urban Development (HUD) assistance or HUD assisted project covered by Section 3 (HUD), shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

All Section 3 (HUD) covered contracts shall include the following clause:

1. The work to be performed under this Agreement is subject to the requirements of Section 3 (HUD), as amended, 12 U.S.C. 1701u and the implementing regulations at 24 CFR Part 135 (Economic Opportunities for Low-And Very Low-Income Persons). The purpose of Section 3 (HUD) is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 (HUD), shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

2. As evidenced by its execution of this Agreement, the contractor certifies that it is under no contractual or other impediment that would prevent it from complying with the Part 135 regulations.

3. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 (HUD) clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall

contain the Section 3 (HUD) preference, shall set forth: (1) the minimum number and job titles subject to hire; (2) availability of apprenticeship and training positions; (3) the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and (4) the anticipated date the work shall begin.

4. The contractor agrees to require this Section 3 (HUD) clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 (HUD) clause, upon a finding that a subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor shall not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

5. By its signature to this Agreement, the contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

6. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

S. The Subrecipient shall implement and monitor all Project mitigation measures approved in the Project's National Environmental Policy Act (NEPA) document prepared by the Recipient. Per 40 CFR 1505.2(c), Exhibit C of this Agreement summarizes all mitigation measures adopted by the Recipient in the Project NEPA document to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance. The staff responsible for implementing and monitoring mitigation measures shall be clearly identified in the Project construction plan(s).

T. Rights to Inventions. Per 2 CFR Appendix II to Part 200(F), if the use of CDBG award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the Agreement includes the performance of experimental, developmental, or research work, must provide for the rights of the Federal Government and the Recipient in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal

government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

U. Clean Air Act and the Federal Water Pollution Control Act. If this Agreement involves construction or facility improvements and exceeds \$150,000 the following provision is applicable. The Subrecipient shall comply with all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act (42 USC 7401 – 7671q), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and EPA regulations (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included in the EPA List of Violating Facilities. Violations will be reported to the US EPA Administrator for Enforcement (EN-329).

By execution of this Agreement, the Subrecipient, its contractor and subcontractors will be deemed to have stipulated as follows:

The Subrecipient, its contractor and subcontractors hereby declare that no person who will be utilized in the performance of this contract has a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act which prohibits them from perform work on a federally funded project.

During the performance of this contract, the Subrecipient, its contractor and/or subcontractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q), and the Federal Water Pollution Control Act as amended (33 USC 1251-1387). Violations must be reported to the EPA.

That any facility that is or will be utilized in the performance of this Agreement, unless the Agreement is exempt under the Clean Air Act, as amended (42 USC 7401 – 7671q et seq., as amended by Public Law 91-604), and under the Federal Water Pollution Control Act, as amended (33 USC 1251 et seq., as amended by Public Law 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of this Agreement award, on the EPA List of Violating Facilities pursuant to 40 CFR 15.20.

That the Subrecipient, its contractor and subcontractors agree to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

That the Subrecipient, its contractor and subcontractors shall promptly notify the Recipient of the receipt of any communication from the Director, Office of Federal

Activities, EPA, indicating that a facility that is or will be utilized for the Agreement is under consideration to be listed on the EPA List of Violating Facilities.

That the Subrecipient, its contractor and subcontractors agree to include or cause to be included the requirements of this article in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

V. Procurement of Recovered Materials. During the performance of this Agreement, the Subrecipient, its contractor and subcontractors agree to comply with all of the standards, order, and requirements issued under Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 USC 6962). See 2 CFR 200, Appendix II (J), or at 2 CFR 200.322.

The Subrecipient, its contractor and subcontractors shall include the provisions of this article in all subcontracts under the Agreement.

The following provides the clause that the Subrecipient, its contractor and subcontractors can include in contracts meeting the above thresholds:

- (1) In the performance of this contract, the (name of contractor here) shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired-
 - (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (ii) (Meeting contract performance requirements; or
 - (iii) At a reasonable price
- (2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. Subcontracts

The Subrecipient shall incorporate the same or substantially equivalent requirements as are contained in this Agreement in all subcontracts which utilize any

CDBG funds and/or support any CDBG program(s) covered by this Agreement; when program(s) utilize(s) from CDBG funds and other funding sources, all funds shall be subject to CDBG regulations. The Subrecipient, by entering into any such subcontract for performance of any portion of its CDBG program, is not relieved of its responsibilities to Recipient as set forth in this Agreement.

11. Non-Discrimination/Religious Activities

No person with responsibilities in the operation of any project under this Agreement will discriminate because of race, creed, color, national origin, ancestry, religion, age, sex, political affiliation, sexual orientation, gender identity, disability, beliefs, marital or familial status or status.

The Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

The Subrecipient will ensure that every effort is made to provide equal opportunity to every potential minority and women's business vendor, contractor and subcontractor.

12. Standard of Conduct/Conflict of Interest and Lobbying

No member, officer or employee of the Subrecipient or its designee or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the process thereof, for work to be performed in connection with the program activities assisted under this Agreement.

No member, officer or agent of the Subrecipient shall participate in the selection of the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any

contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this Section, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Recipient, the Subrecipient, or any designated public agency.

By entering into this Agreement, the Subrecipient certifies:

A. No federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant loan, or cooperative agreement in accordance with the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD'S 24 Code of Federal Regulations (CFR) 87.

Furthermore, for Agreements of \$100,000 or more, Subrecipient shall file the required certification in Exhibit D – Lobbying Form and Disclosure. This certification process also applies to the Subrecipient’s contractor and subcontractors contracts, of \$100,000 or more, who must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 USC 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Recipient.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form LL, “Disclosure Form to Report Lobbying,” in accordance with its instructions, and other federal disclosure forms as requested.

C. The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

D. **Mandatory Disclosures.** The Subrecipient must disclose, in a timely manner, in writing to the Recipient all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award described in 2 CFR 200.113. Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.338 Remedies for noncompliance, including suspension or debarment.

13. Fiscal Control

The Subrecipient shall be responsible for the internal control and monitoring of fiscal and programmatic/operational goals and procedures. The Subrecipient shall establish such fiscal controls and fund accounting procedures as required by Federal regulations, or as may be deemed necessary by HUD and Recipient to ensure the proper disbursement of, and accounting for, funds paid to the Subrecipient under the CDBG programs.

14. Program Income

Program Income is defined in Subpart J of 24 CFR Part 570.500 and is described as gross income received by the Subrecipient and directly generated from the use of CDBG funds.

Program income includes, but is not limited to, the following:

- A. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds;
- B. Proceeds from the disposition of equipment purchased with CDBG FUNDS;
- C. Gross income from the use or rental of real or personal property acquired by the Subrecipient with CDBG funds, less costs incidental to generation of the income;
- D. Gross income from the use or rental of real property owned by the Subrecipient that was constructed or improved with CDBG funds, less costs of the non-CDBG portion.
- E. Payment of principal and interest on loans made using CDBG funds except as provided in 24 CFR Part 570.500(a)(3);
- F. Proceeds from the sale of loans or obligations secured by loans made with CDBG funds;
- G. Interest earned on program income pending its disposition; and

H. Funds collected through special assessments made against properties owned and occupied by households not of low or moderate income where the assessments are used to recover all or part of the CDBG programs portion of a public improvement.

During the effective term of this Agreement, the Subrecipient shall report all program income as defined in 24 CFR 570.500(a), generated by activities carried out with CDBG funds under this Agreement. Program Income may be retained by the Subrecipient subject to the provisions of the Cooperative Agreement, the Act, and its regulations. Any program income retained must only be used for eligible activities in accordance with all CDBG requirements.

It shall be the Subrecipient's responsibility to manage and use the program income in compliance with the standards and requirements set forth in section 570.504(a) & (b) (1) through (b)(3). The transfer of CDBG funds from the Recipient to the Subrecipient shall be adjusted to reflect any program income in accordance with the principles set forth in section 570.504(b) (2) (i) and (ii). In addition, all the provisions of this Agreement shall apply to the management and use of the program income.

Recipient shall monitor the use of any program income, requiring appropriate record keeping and reporting by the Subrecipient as may be needed for this purpose, and shall report the use of such program income to HUD. In the event of close-out as defined in section 570.509 of the federal regulations or change of status of the Subrecipient, (i.e., from Subrecipient to entitlement), all program income on hand or received by the Subrecipient subsequent to the close-out or change of status shall be paid to the Recipient.

Program income attributable to projects funded under this Agreement and on hand with the Subrecipient when Agreement expires, is terminated with or without cause, or received after the Agreement expiration, shall be paid to the Recipient as required by 24 CFR Part 570.503(b)(7) when the Subrecipient ceases to be under continuous Agreement with the Recipient for the operation of CDBG programs. As long as there is no break in the Agreement period, the provisions of this Section shall govern program income.

The Project shall continue to meet the CDBG program national objective per 24 CFR 570.208 as required by 24 CFR 570.503(b) (7) (i). If the Project is not used in accordance with 24 CFR 570.503(b) (7) (i) the Subrecipient shall reimburse the Recipient to comply with the requirements of 24 CFR 570.503 (b) (7) (ii).

15. Reversion of Assets

Upon expiration of this Agreement, the Subrecipient shall transfer to the Recipient any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the Subrecipient's control that was acquired and/or improved in whole or in part with CDBG funds (including CDBG

funds provided to the Subrecipient in the form of a loan) in excess of \$25,000 shall be either:

A. Used to meet one of the national objectives in 24 CFR Part 570.208 until five (5) years after expiration of this Agreement, the length of time to be further prescribed by mutual agreement of the Parties and delineated in Section 14 (Program Income), of this Agreement.

B. Disposed of in such manner that the Recipient is reimbursed in the amount of the fair market value of the property at the time of disposition of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition and/or improvement of such property. The payment is Program Income to the recipient.

If the Subrecipient is a private non-profit organization, the Subrecipient further agrees to a voluntary lien on above-reference property as to any CDBG funds received and that such lien will be notarized and recorded in the Office of the County Recorder, will utilized form specified by the Recipient, and will be subject to provisions listed in Section 14 (Program Income) of this Agreement.

16. Procurement/Equipment

Equipment, which shall be defined as tangible, nonexpendable, personal property having a useful life of more than one (1) year and an acquisition cost of \$1,000 or more per unit, is eligible for purchase using CDBG funds only upon prior approval of the Recipient and subject to 24 CFR Part 570.207(b)(1). Such equipment shall be used by the Subrecipient in the project for which it was acquired as long as needed, regardless of whether such project continues to be supported by Federal funds; at the time, equipment may be used in other activities currently or previously supported by a Federal agency. Use of such equipment is also subject to provisions of 2 CFR 200.313(c). The Subrecipient shall also establish procedures for managing equipment, which meet the requirements of 2 CFR 200.313(d)). Further, proceeds from disposition of such equipment shall be treated as program income as specified in Section 14 (Program Income) and 15 (Reversion of Assets) of this Agreement.

17. Records and Reports

The Subrecipient agrees to supply to the Recipient, on a quarterly basis, any progress reports and/or other documentation as may be required by the Recipient to audit performance of this Agreement and/or to enable the Recipient to analyze and evaluate Subrecipient's operation of the Project. The Subrecipient shall maintain separate accounting and financial records for each funding (revenue) source in support of the project(s).

A. Payment Request Form (Exhibit F): The Subrecipient shall submit a Payment Request Form (HSG-1007) and copies of the original supporting documents for payment to the Recipient.

B. Progress Reports (Exhibit G): Progress reports shall be made using the Progress Report Form (HSG-1008) and shall address project status and, if applicable, explanation of any problems/delays encountered and/or anticipated and measures to be taken to correct such problems; revised milestones including anticipated schedule for project completion; direct benefit statistics; and a summary of expenditures, obligations, program income, and drawdown to date. In addition, the Subrecipient shall provide as part of the progress report any citizen comments received during the reporting period relative to the project(s), and responses to such comments, and additional project information, as needed. Please see Exhibit A for the Progress Report due dates.

C. Completion Report: The Subrecipient shall prepare and submit to the Recipient a Completion Report within fifteen (15) days of project completion. Said report shall consist of an overview and evaluation of the project, a comparison of milestones' progress, total costs incurred, listing of files, listing of personnel, and other reasonable information requested by the Recipient. The Completion Report shall be made as part of the final Progress Report Form (Exhibit G).

D. HUD/Recipient Reports: The Subrecipient shall submit to the Recipient in a timely manner other reports as requested/required by HUD and/or the Recipient including, but not limited to the Certified Payroll Reports, and Wage Determination documentation, and provide, as requested by HUD and/or the Recipient, information necessary to prepare the Consolidated Annual Performance and Evaluation Report, including but not limited to the Affirmative Marketing Report (HSG-1001) and other such reports and/or plans.

E. Audit: The Subrecipient shall be responsible for conducting an annual audit of its CDBG program in compliance with Title 2 CFR Part 200.500 – 200.520 issued pursuant to the Single Audit Act of 1984 and the Single Audit Amendments of 1996, P.L. 98-502, as applicable. A copy of said audit shall be forwarded to the Recipient upon completion. Any costs associated with the annual audit shall be the responsibility of and paid for by the Subrecipient.

If the Subrecipient does not exceed the expenditure limits per 2 CFR Part 200.500-520, the Subrecipient shall provide the Recipient with a copy of the Subrecipient's latest audit report.

F. The Subrecipient shall use the Community Development Block Grant Program On-Site Monitoring Checklist – Public Facilities, hereinafter referred to as “the Checklist,” (see Attachment 1) to collect and retain all Project documents to provide the Recipient for its records.

G. Projects providing a public service to a defined population, must maintain documentation of income eligibility as defined in the Statement of Work (Exhibit A).

18. Project Review Conference:

In the event it becomes apparent that the Project funds will not be expended by January 15, 2021, or within the agreed upon schedule in Exhibit A, the Recipient will schedule a Project Review Conference with the Subrecipient. The Project Review Conference will serve to identify reasons for delayed performance and weaknesses in the implementation. Based on the Project Review Conference discussion, both the Recipient and Subrecipient will generate a remediation plan that may include amendments to the Project's term. If the Project's term is not extended, failure to expend Project funds by June 30, 2021, will result in the remaining project funds being forfeited.

19. Agreement Responsibility for Monitoring and Records

HUD, the Office of the Inspector General (OIG), and the designated representatives of the Subrecipient, and other appropriate officials shall have access to all personnel records, management information, and fiscal data of the Subrecipient and any agency or contractor with whom the Subrecipient executes a subcontract necessary to carry out any CDBG program(s) for monitoring purposes (2 CFR Part 200.328, 200.327 and 200.326). The Subrecipient shall respond in a timely manner to all identified corrective action needs as a result of HUD, Recipient, or other monitoring. The Subrecipient shall submit to Recipient all required reports and monitoring corrective action plans on a timely basis, as delineated by the Recipient. Records shall be maintained as follows:

A. The Subrecipient agrees to retain all pertinent records under CDBG program, including financial records, until advised by the Recipient that further retention is unnecessary. Generally, records shall be retained for a period for five (5) years from the end of the fiscal year in which the last project covered by the Recipient's annual agreement with HUD is completed. Records shall be open and available for inspection by auditors and/or other staff assigned by HUD and/or the Recipient during the normal business hours of the Subrecipient. If at the end of such five-year period, there is ongoing litigation, claims, negotiations, audit or other action involving the Subrecipient's or the Recipient's records, which has started before expiration of the five (5) year period, the Subrecipient will retain the records until the completion of the action and resolution of all issues which arise from it as stated in 2 CFR Part 200.333.

B. Consistent with applicable state and local laws regarding privacy and obligations of confidentiality, the Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts to the Recipient, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein. The Subrecipient also must provide citizens with reasonable access to records on the past use of CDBG funds (24 CFR 570.508).

C. Records for nonexpendable property shall be retained for a period of five (5) years after final disposition of the property, if applicable.

20. Inspection Rights

The Subrecipient agrees to allow the Recipient to inspect physical premises of any project(s) upon 24-hour advance notice.

21. Request for Technical Assistance

The Subrecipient shall refer to the Recipient any regulatory or procedural questions regarding operation of its CDBG program. All formal requests for technical assistance shall be submitted in writing. Requests should specify the problem area; particular assistance being requested and proposed solution if applicable. Informal questions regarding day-to-day program operation may be directed to the designated Recipient representative.

22. Hold Harmless and Indemnification

The Subrecipient shall hold the Recipient and the Recipient's officers, employees, agents and volunteers harmless and free from any and all claims, liabilities or expenses, including attorney's fees, arising out of or relating to any negligent act, negligent omission, or other wrongful conduct related in any way to the Subrecipient's performance of its services pursuant to this Agreement. In the event the Recipient and/or any of the Recipient's officers, employees, agents or volunteers are named in any lawsuit, or should any claim be made against it or any of them by lawsuit or otherwise arising out of or relating to such negligent act, negligent omission or other wrongful conduct, the Subrecipient shall indemnify them for any judgment rendered against them, any sums paid out in settlement or otherwise, and all costs incurred by them in their defense, including, but not limited to attorney's fees.

The Subrecipient also understands and agrees that it is being employed to perform the services provided for by this Agreement because of the Subrecipient's professed expertise and experience in performing the services provided for under this Agreement. In addition, the Subrecipient understands and agrees that while the Recipient and the Recipient's officers or agents may elect to do so, they have no duty to review, inspect, or supervise the work performed by the Subrecipient pursuant to this Agreement, except as otherwise expressly provided for by this Agreement. As a consequence, the Subrecipient waives any right of contribution against the Recipient or any of the Recipient's officers, employees, agents and volunteers arising out of such failure to inspect, review, monitor or supervise the work performed by the Subrecipient pursuant to this Agreement.

23. Insurance

Subrecipient shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Subrecipient, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 0001 covering, Code 1 (any auto), or if Subrecipient has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. If Subrecipient will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage shall also include an Alternative Employer endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Subrecipient’s operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen’s compensation law or any federal occupational disease law.

If the Subrecipient maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by the Subrecipient.

Professional Liability/Errors and Omissions

Insurance covering Subcontractor’s liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Subrecipient understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement’s expiration, termination or cancellation.

Additional Insured Status

The County, its officers, officials, employees, and volunteers are to be covered as insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Subrecipient; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Subrecipient including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Subrecipient’s insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the Subrecipient's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Subrecipient's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except after thirty (30) days' prior written notice** (10 days for non-payment) has been given to the County.

Failure to Maintain Insurance

Subrecipient's failure to maintain or to provide acceptable evidence that it maintains the required insurance shall constitute a material breach of the Contract, upon which the County immediately may withhold payments due to Subrecipients, and/or suspend or terminate this Contract. The County, at its sole discretion, may obtain damages from Subrecipient resulting from said breach.

Waiver of Subrogation

Subrecipient hereby grants to County a waiver of any right to subrogation which any insurer of said Subrecipient may acquire against the County by virtue of the payment of any loss under such insurance. Subrecipient agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the County has received a waiver of subrogation endorsement for the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Subcontractor to provide proof of ability to pay losses and related investigation, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the County.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date,

the Subrecipient must purchase “extended reporting” coverage for a minimum of **five (5)** years after completion of contract work.

Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitation.

Verification of Coverage

Subrecipient shall furnish the County with original certification and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Subrecipient’s obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Certificates and copies of any required endorsements shall be sent to:

San Luis Obispo County
Department of Planning and Building
Attention: Matt Leal, Planner
976 Osos Street, Rm. 300
San Luis Obispo, CA 93408

Subcontractors

Subrecipient shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

24. Covenants and Conditions

Each term and each provision of this Agreement to be performed by the Subrecipient shall be construed to be both a covenant and a condition.

25. Use of Funds for Entertainment, Meals or Gifts

The Subrecipient represents and warrants that it will not use funds provided through the Agreement to pay for entertainment, meals or gifts.

26. Effect of Termination

For Agreements exceeding \$10,000 the following applies:

A. Termination of Agreement for Convenience: In accordance with 24 CFR 570.509(e) and 2 CFR 200.339, the Agreement may be terminated for convenience by either party before the completion of the grant-assisted activities. The terminating party must provide thirty (30) days written notice of intention to terminate, setting forth the reasons and the effective date of such termination, has been given to the other party,

provided, however, that no notice of termination given by the Subrecipient shall be effective unless HUD has agreed to release Recipient from its obligations pursuant to the program activity(ies) in Exhibit A – Statement of Work. Alternatively, the Agreement will automatically terminate if the United States Government terminates the CDBG programs or terminates the program activity(ies) which is the subject of the Agreement.

B. Termination of Agreement for Cause: In accordance with 24 CFR 570.509(f) and 2 CFR 200.339, the Parties hereto understand that pursuant to the Recipient's execution of the HUD application, the Recipient assumed responsibility as to the performance of the projects. If through any cause the Subrecipient fails to fulfill in a timely and proper manner its obligations under this Agreement to undertake, conduct or perform the project(s) identified in this Agreement, or if the Subrecipient violates any of the covenants, agreements, or stipulations of this Agreement, the Recipient shall thereupon have the right to terminate this Agreement by giving written notice of such termination and specifying the effective date thereof at least (5) days before the effective date of such termination. Notwithstanding the above, the Subrecipient shall not be relieved of liability to the Recipient for damages sustained by the Recipient by virtue of any payments to the Subrecipient for the purpose of set-off until such time as the exact amount of damages due the Recipient from the Subrecipient is determined.

C. Upon termination, as stated in subsections (a) or (b) above of this Agreement, the Recipient shall be liable to the Subrecipient only for work done by the Subrecipient up to and including the date of termination of this Agreement, unless the termination is for cause, in which event the Subrecipient need be compensated only to the extent required by law.

D. If this Agreement is terminated pursuant to this Section, the Subrecipient shall remain responsible for compliance with the requirements in 2 CFR 200.343 (Closeout) and 2 CFR 200.344 (Post-closeout adjustments and continuing responsibilities).

E. The Subrecipient hereby expressly waives any and all claims for damages for compensation arising under this Agreement except as set forth in this Section in the event of such termination.

27. Violate or Breach Agreement Terms

A breach of any of the stipulations contained in this Agreement may be enough grounds for withholding of progress payments, withholding of final payment, termination of the Agreement, suspension/debarment or any other action determined to be appropriate by the Recipient.

The Recipient is entitled to use one or more of the following remedies for non-compliance, temporarily withhold cash payments pending correction of deficiencies by the Subrecipient; disallow all or part of the cost of the activity or action not in compliance; wholly or partly suspend or terminate the current award for the Subrecipient's program;

withhold further awards for the program; and/or take other remedies that may be legally available.

If the Subrecipient violates any such regulations, laws and/or executive orders, and such violation(s) result in the Recipient incurring expenses and/or making payments to HUD attributable to some or all of the CDBG funds received by the Subrecipient, then the Subrecipient shall pay to Recipient, on the demand of Recipient, all of the said expenses incurred by Recipient and all of the payments made by Recipient as a result of the Subrecipient's said violation(s).

28. Taxpayer Identification Number

The Subrecipient shall provide the Recipient with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. 2007), as issued by the Internal Revenue Service.

29. Modification of Agreement

Except as provided in Section 3 (Availability of Funds/Modifications), the tasks described in this Agreement and all other terms of this Agreement may be modified only upon mutual written consent of the Recipient and the Subrecipient.

30. Use of the term "Recipient"

Reference to "Recipient" in this Agreement includes the designated Recipient representative, or any authorized representative acting on behalf of the Recipient.

31. Assurances

The Subrecipient hereby assures and certifies that it has complied with the Housing and Community Development Act, applicable regulations, policies, guidelines and requirements, 2 CFR Part 225, as amended and that it will comply with all applicable Federal, State and local laws and regulations as they relate to acceptance and use of Federal funds for this Federally-assisted program. Also, the Subrecipient represents and warrants with respect to the Statement of Work specified in Exhibit A of this Agreement, that it will comply with all the provisions of 24 CFR Part 570, as applicable. The Subrecipient further represents and warrants that it will comply with any further amendments or changes to said required assurances and certifications that during the term of the Agreement it will maintain current copies of said assurances and certifications at the address specified below.

32. Notices

All notices given, or required to be given, pursuant to this Agreement shall be in writing and may be given by personal delivery or by mail as identified in Section 6 (Designated Representative). Notice sent by mail shall be addressed to each party's designated representative as set forth above. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

33. Permits and Licenses

The Subrecipient, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

34. Waiver

A waiver by the Recipient of any breach of any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement whether of the same or different character.

35. Governing Law

The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the County of San Luis Obispo.

36. Entire Agreement

This agreement sets forth the full and entire understanding of the Parties regarding the matter set forth herein, and any other prior or existing understandings or agreements by the Parties, whether formal or informal, regarding such matters are hereby superseded or terminated in their entirety. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

37. Patents & Royalties

A. The Recipient will provide two HMIS licenses for the Subrecipient. Subrecipient shall provide and pay for all licenses and royalties necessary for the legal use and operation of any of the equipment or specialties used in the Project.

Certificates showing the payment of any such licenses or royalties and permits for the use of any patented or copyrighted devices shall be secured and paid for by Subrecipient and delivered to the Recipient upon completion of the Project, if required.

B. Subrecipient shall assume all costs arising from the use of patented materials, equipment, devices, or processes used in or incorporated in the Project and agrees to indemnify and hold harmless the Recipient and its duly authorized representatives from all suits of law, or actions of every nature for or on account of the use of any patented materials, equipment, devices, or processes.

38. Copyright

Any reports, maps, documents or other materials produced in whole or part by the Subrecipient, its contractor or any subcontractor or person responsible to the Subrecipient under this Agreement shall be the property of the Recipient and none shall be subject to an application for copyright by or on behalf of the Subrecipient, contractor, subcontractors or any person responsible to the Subrecipient during performance of this Agreement.

NOW, THEREFORE, the Parties hereto have caused this Subrecipient Agreement to be executed and attested by their proper officer thereunder duly authorized, and their official seals to be hereunto affixed, all as of the day first above written.

(Signatures on next page)

THE SAN MIGUEL COMMUNITY SERVICES DISTRICT
A PUBLIC SPECIAL DISTRICT AGENCY

BY: _____
Ashley Sangster, President
San Miguel Community Services District Board of Directors

DATED: _____

BY: _____
Rob Roberson, General Manager
San Miguel Community Services District

DATED: _____

APPROVED AS TO FORM AND EFFECT:
Douglas L White, District Counsel

BY: _____
District Counsel

DATED: _____

COUNTY OF SAN LUIS OBISPO

BY: _____
Trevor Keith
Director, Department of Planning and Building

DATED: _____

APPROVED AS TO FORM AND EFFECT:
RITA L. NEAL
County Counsel

BY:  _____
Deputy County Counsel

DATED: 7.10.20

EXHIBIT A

STATEMENT OF WORK

Community Development Block Grant Agreement between the Recipient and the Subrecipient for 2019 Community Development Block Grant funds

As part of the County of San Luis Obispo 2019 Action Plan, the County Board of Supervisors allocated CDBG funds to the projects as follow:

San Miguel CSD CDBG Funded Project	Budget
San Miguel 10 th & 11 th Street Water Main Replacement (of which \$350,123 is funded with CDBG)	\$483,530
Total	\$483,530

Project Description

The San Miguel Community Services District (District) will use CDBG funds to replace four (4) critical segments of interconnected existing steel potable water mains in downtown San Miguel which are at critical risk for failure. The subject water mains extend under the Union Pacific Railroad on 11th Street, between Mission and N Streets and beneath the main business route (Mission Street) on 10th Street. These line segments are critical for the District to reliably deliver water between the east and west divide of the community (Mission Street and UPRR bisect the community in a north / south direction). Also, these water mains are adjacent to the District's primary supply wells which provides fire flow protection to the entire community of San Miguel.

Type of Project

The project is for public facilities infrastructure improvements.

Purpose and Project Completion Date

The San Miguel Community Service District will complete and expend all 2019 CDBG funds allocated to the 2019 CDBG funded project no later than June 30, 2021.

The Subrecipient agrees that Recipient has sole discretion to determine whether the Subrecipient has complied with the following Project milestones and dates.

- | | |
|---------------------------------|--------------------|
| 1. Issue Notice to Bidders | July 27, 2020 |
| 2. Pre-Bid Job Walk | August 13, 2020 |
| 3. Bid Opening | August 24, 2020 |
| 4. Award construction contract | August 27, 2020 |
| 5. Start Construction: | September 14, 2020 |
| 6. Contraction 100% Complete: | January 12, 2021 |
| 7. Project Acceptance: | January 28, 2021 |
| 8. Release Retention | January 28, 2021 |
| 9. All CDBG Project Funds Drawn | February 12, 2021 |

At the discretion of the County Director of Planning and Building, the Recipient may revise or grant a time extension to any portion of the above Project schedule. The Project Manager, on behalf of the Subrecipient, must submit a written request for a time extension prior to the specific schedule deadline for the extension. The Subrecipient and Recipient

must maintain all Agreement amendment documentation as evidence and transparency of compliance with the conditions of this Agreement.

The project is located in and will benefit a predominately low- and moderate-income Census tract per HUD data and will therefore qualify under the Low and Moderate Area (LMA) benefit test (meaning that to qualify the area population must be at least 51% predominately low- and moderate-income). The supporting documentation for this is, per HUD, the population within the Census tract is 2,695, of which 1,830 are low- and moderate-income, or 67.9% low/mod income.

Project completion date

Final invoices and copies of the original source documentation for administrative expenses by the Subrecipient must be submitted to the County of San Luis Obispo no later than June 30, 2021.

EXHIBIT B
San Miguel Community Services District
Community Development Block Grant funds
SCHEDULE OF COMPENSATION

1. AMOUNT OF COMPENSATION. For performing and completing all work and services described in Exhibit A, and for providing all materials required therefore, Recipient shall pay Subrecipient the total amount of \$350,123.
2. ADDITIONAL SOURCE OF FUNDS. The San Miguel Community Services District will allocate \$133,407 of District Water Funds to the Project.

The CDBG Funds shall be used as follows:

Use of Funds	Amount*
Engineering, Design and Environmental Studies	\$22,967
Contract Project Admin / Inspection / Testing / Legal	\$22,969
UPRR & Caltrans Permits	\$20,000
Construction	\$417,594
Total	\$483,530

***Budget may shift from one intersection to another to allow for actual costs per intersection. Budget shifts shall be documents by the Subrecipient.**

The above total amount listed shall include all out-of-pocket expenses incurred by Subrecipient in the performance of such services.

	Project Budget Form	
	CDBG	Total Project Budget
Capital Expenses		
Construction/Rehabilitation	\$ 350,123	\$ 417,594
Permits and Fees	\$0	\$20,000
Engineering / Environmental	\$0	\$22,969
Acquisition	\$0	\$0
Other Soft Costs (CM/Inspection/Testing/Legal)	\$0	\$ 22,969
Subtotal	\$350,123	\$483,530
Personnel Expenses		
Salaries	\$0	\$0

Benefits	\$0	\$0
Subtotal	\$0	\$0
Other Expenses		
Other (<i>define</i>)	\$0	\$0
Subtotal	\$0	\$0
TOTAL	\$ 350,123	\$ 483,530

3. **BILLING.** At the end of each quarter in which the services are performed or expenses are incurred under this Agreement. Subrecipient shall submit an invoice and copies of all original supporting documentation to the Recipient at the following address:

County of San Luis Obispo
Department of Planning and Building
Attn: Soutsida Inpravongviengkham, Accountant
976 Osos Street, Room 300
San Luis Obispo, California 93408

In the event a quarterly report is not submitted on a timely basis, the reimbursement of a submitted invoice may be upheld until the Subrecipient complies with the terms stated in Section 19 of this Agreement.

4. **METHOD OF PAYMENT.** Payment to Subrecipient of the compensation specified in Section 1 of this Exhibit shall be made as follows:

A. Subject to the maximum allowable compensation set forth in Section 1 of this Exhibit, the Recipient shall pay the Subrecipient, based on the submittal and approval of an invoice, on the basis determined by this Agreement during the term of this Agreement.

EXHIBIT C

Project Mitigation Measures and Conditions (40 CFR 1505.2(c))

Summarize below all mitigation measures adopted by the County of San Luis Obispo in the approved federal environmental review document per the National Environmental Policy Act (NEPA) to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions and hereby incorporated in this Agreement. The staff responsible for implementing and monitoring mitigation measures shall be clearly identified in the Project construction plan(s).

Clean Air:

Due to the small scale of the proposed project the APCD emission standards will not be exceeded. However, the APCD's standard mitigation measures are included in this section:

Mitigation #1: Prior to any construction activities at the site, the project proponent shall ensure that a geologic evaluation is conducted to determine if the area disturbed is exempt from the Asbestos Air Toxics Control Measure (ATCM) regulations. An exemption request must be filed with the San Luis Obispo County Air Pollution Control District (APCD), as applicable. If the site is not exempt from the requirements of the regulation, the applicant must comply with all requirements outlined in the Asbestos ATCM. This may include development of an Asbestos Dust Mitigation Plan and Asbestos Health and Safety Program for approval by the APCD.

Mitigation #2: Any scheduled demolition activities or disturbance, removal, or relocation of utility pipelines shall be coordinated with the APCD Enforcement Division at (805) 781-5912 to ensure compliance with NESHAP, which include, but are not limited to: 1) written notification, within at least 10 business days of activities commencing, to the APCD, 2) asbestos survey conducted by a Certified Asbestos Consultant, and, 3) applicable removal and disposal requirements of identified ACM.

Mitigation #3: During construction/ground disturbing activities, the applicant shall implement the following particulate (dust) control measures. These measures shall be shown on grading and building plans. In addition, the contractor shall designate a person or persons to monitor the dust control program and to order increased watering, modify practices as necessary, to prevent transport of dust off-site. Their duties shall include holiday and weekend periods when work may not be in progress. The name and telephone number of such persons shall be provided to the Community Development and Public Works Departments prior to commencement of construction.

- a. Reduce the amount of disturbed area where possible.
- b. Use water trucks or sprinkler systems in sufficient quantities to prevent airborne dust from leaving the site and from exceeding the APCD's limit of 20% opacity for no greater than 3 minutes in any 60-minute period. Increased watering frequency will be required whenever wind speeds exceed 15 m.p.h. and cessation of grading activities during periods of winds over 25 m.p.h. Reclaimed (non-potable) water is to be used in all construction and dust-control work.
- c. All dirt stockpile areas (if any) shall be sprayed daily and covered with tarps or other dust barriers as needed.

- d. Permanent dust control measures identified in the approved project revegetation and landscape plans shall be implemented as soon as possible, following completion of any soil disturbing activities.
- e. Exposed grounds that are planned to be reworked at dates greater than one month after initial grading shall be sown with a fast germinating, non-invasive, grass seed and watered until vegetation is established.
- f. All disturbed soil areas not subject to revegetation shall be stabilized using approved chemical soil binders, jute netting, or other methods approved in advance by the APCD.
- g. All roadways, driveways, sidewalks, etc. to be paved shall be completed as soon as possible. In addition, building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.
- h. Vehicle speed for all construction vehicles shall not exceed 15 m.p.h. on any unpaved surface at the construction site.
- i. All trucks hauling dirt, sand, soil, or other loose materials, are to be covered or shall maintain at least two feet of freeboard (minimum vertical distance between top of load and top of trailer) in accordance with California Vehicle Code Section 23114.
- j. Install wheel washers where vehicles enter and exit unpaved roads onto streets or wash off trucks and equipment leaving the site.
- k. Sweep streets at the end of each day if visible soil material is carried onto adjacent paved roads. Water sweepers shall be used with reclaimed water where feasible. Roads shall be pre-wetted prior to sweeping when feasible.
- l. All PM10 mitigation measures required shall be shown on grading and building plans.
- m. The contractor or builder shall designate a person or persons to monitor the fugitive dust emissions and enhance the implementation of the measures as necessary to minimize dust complaints, reduce visible emissions below the APCD's limit of 20% opacity for no greater than 3 minutes in any 60 minute period. Their duties shall include holidays and weekend periods when work may not be in progress. The name and telephone number of such persons shall be provided to the APCD Compliance Division prior to the start of any grading, earthwork or demolition.

Mitigation #4: Prior to any construction activities at the site, the project proponent shall ensure that all equipment and operations are compliant with California Air Resource Board and APCD permitting requirements, by contacting the APCD Engineering Division at (805) 781-5912 for specific information regarding permitting requirements.

Mitigation #5: To reduce sensitive receptor emissions impact of diesel vehicles and equipment used to construct the project and export soil from the site, the applicant shall implement the following idling control techniques:

1. California Diesel Idling Regulations

- a. On-road diesel vehicles shall comply with Section 2485 of Title 13 of the California Code of regulations. This regulation limits idling from diesel-fueled commercial motor vehicles with gross vehicular weight ratings of more than 10,000 pounds and licensed for operation on highways. It applies to California and non-California based vehicles. In general, the regulation specifies that drivers of said vehicles:

1. Shall not idle the vehicle' s primary diesel engine for greater than 5 minutes at any location, except as noted in Subsection (d) of the regulation; and,
2. Shall not operate a diesel-fueled auxiliary power system (APS) to power a heater, air conditioner, or any ancillary equipment on that vehicle during sleeping or resting in a sleeper berth for greater than 5.0 minutes at any location when within 1,000 feet of restricted area, except as noted in Subsection (d) of the regulation.
 - b. Off-road diesel equipment shall comply with the 5-minute idling restriction identified in Section 2449(d)(2) of the California Air Resources Board' s In-Use Off-Road Diesel regulation.
 - c. Signs must be posted in the designated queuing areas and job sites to remind drivers and operators of the state's 5minute idling limit.
2. Diesel Idling restrictions Near Sensitive Receptors (residential homes). In addition to the State required diesel idling requirements, the project applicant shall comply with these more restrictive requirements to minimize impacts to nearby sensitive receptors:
 - a. Staging and queuing areas shall not be located within 1,000 feet of sensitive receptors.
 - b. Diesel idling within 1,000 feet of sensitive receptors shall not be permitted.
 - c. Use of alternative fueled equipment is recommended.
 - d. Signs that specify the no idling areas must be posed and enforces at the site.
3. Soil Transport. The final volume of soil that will be hauled off-site, together with the fleet mix, hauling route, and number of trips per day will need to be identified for the APCD. Specific standards and conditions will apply.

Mitigation #6: Prior to issuance of construction permits, construction and architectural plans shall note the requirement to use low VOC architectural coatings (71 grams/liter or less). The applicant or contractor shall submit documentation of compliance to the City Community Development Department prior to final inspection. Conclusion: With recommended construction mitigation measures, the project will have a less than significant impact on air quality.

Historic Preservation:

Due to the moderate potential for unrecorded Native American resources, the County of San Luis Obispo will require additional mitigations above its standard mitigation measures to address historic preservation and cultural resources

Mitigation #1: In the event archaeological resources are found to include human remains, or in any other case when human remains are discovered during construction, work will stop immediately and the County Coroner will be notified so proper disposition may be accomplished.

Mitigation #2: In the event archaeological resources are unearthed or discovered during earth moving or construction activities, all work within 150 feet of the discovery will stop immediately and the Community Development Department will be notified so that the extent and location of discovered materials may be recorded by a qualified archaeologist, and disposition of artifacts may be accomplished in accordance with state and federal law. If the find is determined to be significant, appropriate mitigation will be formulated and implemented.

Mitigation #3: Due to the moderate possibility of the presence of prehistoric and/or historic resources below the surface exists, it is required that archaeological and Native American monitors be present during any ground disturbing activities.

Mitigation #4: These mitigation measures regarding cultural resources shall be shown on the approved project plans. Based on the information and implementation of the mitigation measures above, the proposed project will not impact historic properties or cultural resources, pursuant to 36 CFR 800.4(d), and 36 CFR Part 800.5(b). No further action is required.

Contact: Matt Leal, Planner, County of San Luis Obispo, California, (805) 781-5113.

EXHIBIT D – LOBBYING FORM AND DISCLOSURE

CERTIFICATION REGARDING LOBBYING – CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies to the best of his or her knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant loan, or cooperative agreement in accordance with the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD'S 24 Code of Federal Regulations (CFR) 87.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a

member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form LL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and other federal disclosure forms as requested.

C. The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Organization Name
Name**

Award Number or Project

Name and Title of Authorized Representative

Signature

Date

EXHIBIT E

2020 HUD Income Limits

Projects targeting a limited clientele of a presumed low-income group (abused children, battered spouses, elderly persons, adults meeting the Bureau of the Census' Current Population Reports definition of "severely disabled," homeless persons, illiterate adults, persons living with AIDS, and migrant farm workers) do not need to use the income limits for verification, but shall follow the parameters of client documentation established in Exhibit A. All other clients must provide some proof of income for CDBG eligibility purposes and maintained in the project file for verification purposes by the County of San Luis Obispo and/or the U.S. Department of Housing and Urban Development. Please contact the Recipient with any questions as needed.

For projects requiring income verification documentation of clients between July 1, 2020 and April 1, 2021, use the table below to confirm client eligibility. HUD will release new income limits for the CDBG program in April 2021 and the Subrecipients must use the income limits for all new clients.

FY 2020 Income Limits Summary

FY 2020 Income Limit Area	Median Family Income Explanation	FY 2020 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
San Luis Obispo-Paso Robles-Arroyo Grande, CA MSA	\$97,300	Very Low (50%) Income Limits (\$) Explanation	33,950	38,800	43,650	48,500	52,400	56,300	60,150	64,050
		Extremely Low Income Limits (\$)* Explanation	20,400	23,300	26,200	29,100	31,450	35,160	39,640	44,120
		Low (80%) Income Limits (\$) Explanation	54,350	62,100	69,850	77,600	83,850	90,050	96,250	102,450

<https://www.huduser.gov/portal/datasets/il/il2020/2020summary.odn>



COUNTY OF SAN LUIS OBISPO
DEPARTMENT OF PLANNING & BUILDING
PAYMENT REQUEST

HSG-1007
11/17/2017

To request a payment during the program year, please complete this form, obtain an authorized signature, and submit it by mail or email to: Soutsida Inpravongviengkham, Accountant, 805-781-4378, Soutsida@co.slo.ca.us; Planning and Building Department, 976 Osos St, Room 300, San Luis Obispo, CA 93408-2040. **Do NOT send this request directly to the County Auditor-Controller's Office.**

PROJECT			
CONTACT		PHONE #	
EMAIL		FAX#	
ORGANIZATION & MAILING ADDRESS (Payment will be mailed to this address)			
ACTION PLAN YEAR		IDIS#	

FUNDING SOURCE	TOTAL FUNDS BUDGETED	AMOUNT OF THIS REQUEST	PREVIOUS REQUESTS	BALANCE AFTER THIS PAYMENT	SAP I/O
				\$ -	
				\$ -	
				\$ -	
				\$ -	
TOTAL	\$ -	\$ -	\$ -	\$ -	

COMMENTS:

REQUEST BY:

NAME (print): _____

TITLE: _____

SIGNATURE: _____

DATE: _____



COUNTY OF SAN LUIS OBISPO
DEPARTMENT OF PLANNING & BUILDING
PROGRESS REPORT

HSG-1008
11/17/2017

Please submit a copy of this report for each quarter of the program fiscal year. If you have not expended any funds during a quarter, please submit a form and mark 0 or N/A. For the 4th quarter report, please attach a copy of your beneficiary records for the entire year. Reports for quarters 1, 2, & 3 must be submitted within 30 days of the end of the quarter. The 4th quarter report must be submitted within 15 days of the end of the 4th quarter.

AGREEMENT TERM: _____

QUARTER: _____

DATE: _____

Q1=July-Sept, Q2=Oct-Dec, Q3=Jan-Mar, Q4=Apr-Jun

PROJECT			
CONTACT		PHONE #	
ORGANIZATION		FAITH-BASED ORGANIZATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
ACTION PLAN YEAR		County filled IDIS#	
TOTAL FUNDING AWARD		AMOUNT SPENT TO DATE	

BENEFICIARIES SERVED Individuals <input type="checkbox"/> Households <input type="checkbox"/>	HOW MANY INDIVIDUALS/HOUSEHOLDS SERVED?	NON-DUPLICATED TOTAL
Q1		
Q2		
Q3		
Q4		
ANNUAL TOTAL		

EXPENSES

Project (a)	Budget (b)	Expenses this period (c)	Expenses Previously reported (d)	Expenses to date (c + d)	Funds received to date (f)	Other Funds received to date (g)	Balance available (b-e)
	\$						
Other	\$						
TOTAL	\$						

Narrative - Status of Approved Activities:

Problems Encountered & Corrective Actions taken:

PROGRESS REPORT

BENEFICIARY DATA & DEMOGRAPHIC CHARACTERISTICS

RACE	CUMULATIVE NON-DUPLICATED BENEFICIARIES	
	TOTAL	HISPANIC**
White		
Black/African American		
Asian		
American Indian/Alaska Native		
Native Hawaiian/Other Pacific Islander		
Black/African American & White		
Asian & White		
American Indian/Alaska Native & White		
American Indian/Alaska Native & Black/African American		
Other Multi-Racial		
Refuse to Say		
TOTAL		

** 'Hispanic' is not considered to be a race, but rather an 'ethnicity'. People may be White & Hispanic, Black & Hispanic, etc. Please identify the number of Hispanic clients out of the total.

	APPLICANTS	BENEFICIARIES
DISABILITY STATUS		
Disabled		
Not Disabled		
TOTAL		
GENDER		
Male		
Female		
TOTAL		
FEMALE HEAD OF HOUSEHOLD		
TOTAL		
INCOME LEVEL (INCOME LEVELS UPDATED ANNUALLY AT https://www.huduser.gov/portal/datasets/il.html)		
Extremely Low		
Very Low		
Low		

How well is this program serving the targeted populations?



CDBG Monitoring Checklist: Public Facilities

MONITORING CHECKLIST

SUBRECIPIENT:	
PROGRAM/PROJECT:	
AGENCY – PROJECT MANAGER(S):	
COUNTY REVIEWER:	
DATE:	

2 CFR 200.300 Statutory and national policy requirements.

(a) The Federal awarding agency must manage and administer the Federal award in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements: including, but not limited to, those protecting public welfare, the environment, and prohibiting discrimination. The Federal awarding agency must communicate to the non-Federal entity all relevant public policy requirements, including those in general appropriations provisions, and incorporate them either directly or by reference in the terms and conditions of the Federal award.

24 CFR 570.506 Records to be maintained.

(b)(3) For each activity determined to benefit low and moderate-income persons because the activity involves a facility or service designed for use by a limited clientele consisting exclusively or predominantly of low and moderate income persons:

- (i) Documentation establishing that the facility or service is designed for the particular needs of or used exclusively by senior citizens, adults meeting the Bureau of the Census' Current Population Reports definition of "severely disabled," persons living with AIDS, battered spouses, abused children, the homeless, illiterate adults, or migrant farm workers, for which the regulations provide a presumption concerning the extent to which low- and moderate-income persons benefit; or*
- (ii) Documentation describing how the nature and, if applicable, the location of the facility or service establishes that it is used predominantly by low and moderate-income persons; or*
- (iii) Data showing the size and annual income of the family of each person receiving the benefit.*



CDBG Monitoring Checklist: Public Facilities

PUBLIC FACILITIES CHECKLIST

THE ITEMS BELOW ARE REQUIRED BY THE COUNTY AS PART OF THE PROJECT IMPLEMENTATION AND DOCUMENTATION.

The subrecipient shall maintain and provide records required by the Federal regulations specified in 24 CFR 570.506. For monitoring purposes refer to 24 CFR 570.502, 2 CFR Part 200, and 24 CFR 302, 200.305, 200.306, 200.307, 200.308, 2 CFR Part 200 Subpart F – Audit Requirements, 2 CFR Part 200 Subpart E – Cost Principles, 200.302 and other records necessary to document compliance with 24 CFR 570.

ITEM	SUPPORTING DOCUMENTS	NOTES
1	<input type="checkbox"/> Project File Table of Contents	
2	<input type="checkbox"/> Project Eligibility Summary Form	<i>Completed by County Staff</i>
3	<input type="checkbox"/> Subrecipient Contacts and Org Chart	
4	<input type="checkbox"/> Subrecipient Application	<i>Include attachments requested, such as Audit</i>
5	<input type="checkbox"/> Subrecipient Agreement – Exhibit A	
6	<input type="checkbox"/> Letters & correspondence with the County	
7	<input type="checkbox"/> Amendments	
8	<input type="checkbox"/> Subrecipient written procedures <ul style="list-style-type: none"> ➤ Grant management (Including eligibility documentation) ➤ Purchase and financial procedures ➤ Procurement policies & procedures 	
9	<input type="checkbox"/> Subrecipient Proof of Insurance	
10	<input type="checkbox"/> Environmental Review	<i>Completed by County Staff</i>
11	<input type="checkbox"/> Permits	<i>(as needed)</i>
12	<input type="checkbox"/> Procurement documentation <ul style="list-style-type: none"> ➤ Project cost analysis/Estimate ➤ Bid Packet & Addendums ➤ Advertisement of Bid/Affidavit ➤ Bids/Quotes Received ➤ Pre-Bid Meeting Sign-in sheet ➤ Bid award ➤ Wage Determination Lock-In Notice ➤ Applicable Federal Wage Decision 	<i>(Small purchases, professional services, or competitive sealed bids, depending on project)</i>
13	<input type="checkbox"/> SAM checks for contractors/subs	
14	<input type="checkbox"/> Contract Award Decision - Minutes	
15	<input type="checkbox"/> Subrecipient/Prime Contractor Contract	
16	<input type="checkbox"/> Contractor/Subcontractor Contracts	
17	<input type="checkbox"/> Pre-construction Meeting Acknowledgement	
18	<input type="checkbox"/> Contractor & subcontractor certification forms	
19	<input type="checkbox"/> Proof of Insurance of contractor/subcontractor	
20	<input type="checkbox"/> Contractor/Subcontractor Licenses & Bonding	
21	<input type="checkbox"/> Wage Decision Lock-In Form	
22	<input type="checkbox"/> Notice to Proceed to Subrecipient	
23	<input type="checkbox"/> Final project plans/specs	
24	<input type="checkbox"/> MBE/WBE Documentation	<i>(as needed)</i>
25	<input type="checkbox"/> Section 3 Documentation	<i>(as needed)</i>
26	<input type="checkbox"/> Client Eligibility Documentation	
27	<input type="checkbox"/> Land Acquisition	
28	<input type="checkbox"/> Displacement & Relocation Plan	
29	<input type="checkbox"/> Construction <ul style="list-style-type: none"> ➤ Daily reports from site manager 	

CDBG Monitoring Checklist: Public Facilities

	<ul style="list-style-type: none"> ➤ Change orders ➤ Lead based paint ➤ Section 504 	
30	<input type="checkbox"/> Davis Bacon and Related Acts Documentation <ul style="list-style-type: none"> ➤ Proof of posters on site ➤ Weekly certified payrolls ➤ Applicable federal wage decision ➤ Labor interviews 	
31	<input type="checkbox"/> Signed off Permits	
32	<input type="checkbox"/> Financial <ul style="list-style-type: none"> ➤ Ledger of eligible expenses ➤ Payment requests, including documentation of expenses <ul style="list-style-type: none"> ○ Purchase Receipts ○ Invoices 	
33	<input type="checkbox"/> Quarterly Progress Reports	(Exhibit E)
34	<input type="checkbox"/> Final Completion Report	
35	<input type="checkbox"/> Construction – photo documentation	
36	<input type="checkbox"/> Single Audit (most recent)	
37	<input type="checkbox"/> Lien releases	
38	<input type="checkbox"/> Recognition of project completion	<i>By city council, architect or engineer – may include public hearing minutes</i>
39	<input type="checkbox"/> Final change order	
40	<input type="checkbox"/> As-built drawings	
41	<input type="checkbox"/> Consent of Surety	
42	<input type="checkbox"/> Walk-through inspections	
43	<input type="checkbox"/> Previous monitoring findings/concerns	
44	<input type="checkbox"/> Monitoring Notification Letter	
45	<input type="checkbox"/> Monitoring Report Letter	
46	<input type="checkbox"/> Subrecipient Response to Monitoring Findings	
47	<input type="checkbox"/> Monitoring Risk Assessment	<i>Completed by the County project manager in the final closeout stage</i>



CDBG Monitoring Checklist: Public Facilities

OVERALL PROJECT MANAGEMENT

§ 570.506 Records to be maintained. (a) Records providing a full description of each activity assisted (or being assisted) with CDBG funds, including its location (if the activity has a geographical locus), the amount of CDBG funds budgeted, obligated and expended for the activity, and the provision in subpart C under which it is eligible.

§ 570.506 Records to be maintained. (b) Records demonstrating that each activity undertaken meets one of the criteria set forth in § 570.208.

2 CFR 200.303 Internal Controls. (a) Establish and maintain effective internal control over the Federal award that provides reasonable assurance that the non-Federal entity is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award.

YES	NO	N/A	ITEM	APPLICATION / AWARD – OVERALL GRANT MANAGEMENT
			5	Does the file contain a copy of the Subrecipient Agreement containing a full description of activity carried out including the location, amount of CDBG, and other funds budgeted, obligated and expended for the activity?
			3	Is there clear documentation of staff/positions dedicated to CDBG Project management with updated contact information? (Who oversees day to day administration of the program?) i.e. Organization Chart/Financial Internal Control Organization
			4	Does the project file contain a copy of the Grant Application?
			5	Does the file contain a copy of the Subrecipient Agreement including Exhibit A – Project Parameters?
			6	Has the Subrecipient maintained a record of letters and correspondence with the County? <ul style="list-style-type: none"> ➢ Letter(s) informing the subrecipient of funding awards, written notices, etc. ➢ Letter(s) requesting amendments, with justification(s) (Optional, as needed) ➢ Authorization to incur costs
			7	Subrecipient Agreement amendments # _____ (Optional, as needed)
			8	Does the Subrecipient maintain written procedures describing its management of the CDBG program, including the eligibility documentation of activities and clients? <ul style="list-style-type: none"> ➢ Provide written procedures
			8	Does the Subrecipient have a system in place to collect/track the beneficiary characteristics/financial progress? (CAPER and timely spend down) <ul style="list-style-type: none"> ➢ Provide written purchase and financial procedures/policies
			8	Does the Subrecipient maintain written procedures and policies for labor procurement? <ul style="list-style-type: none"> ➢ Provide written purchase and financial procedures/policies
			9	Does the Subrecipient supply the current and appropriate proof of insurance to provide the activity?

Other documents, comments and/or concern(s)/recommendation(s), finding(s)/corrective action(s) cited:

CDBG Monitoring Checklist: Public Facilities

PRE-ACTIVITY DELIVERY

§ 570.208 Criteria for national objectives. (a) Activities benefiting low- and moderate-income persons.

§ 570.506 Records to be maintained. (b) Records demonstrating that each activity undertaken meets one of the criteria set forth in § 570.208.

YES	NO	N/A	ITEM	PRE-ACTIVITY DELIVERY
			10	Has the Environmental Review/NEPA been completed by County Staff? (§570.503(b)(5))
			11	Has the Subrecipient obtained the appropriate permits prior to the implementation of the activity? Permits (Coastal, Land Use, Building, Encroachment, Occupancy, Other) _____ _____
			11	Has the Subrecipient retained the permit fee receipts?

PROCUREMENT

According to 2 CFR 200.318, subrecipients must maintain records to detail the significant history of a procurement. These records include files on the rationale for selecting the methods of procurement used, selection of contract type, the contractor selection/rejection process, and the basis for the cost or price of a contract. Small purchases may be used per 2 CFR 200.320, and whether the subrecipient followed its own procurement policies and procedures.

YES	NO	N/A	ITEM	SMALL PURCHASES
			12	Has the Subrecipient documented a description of the item being purchased (do not artificially divide the procurement to constitute a small purchase)?
			13	Has the Subrecipient documented a debarment check for each vendor? (Contractor/Subcontractor SAM check)
			12	Has the subrecipient obtained and documented price/rate quotations either by phone or in writing from a minimum of three sources?
			14	Has the subrecipient documented the basis for selection and cost of chosen vendor?
			15	Does the file contain a contract formalizing the scope of work, delivery schedule and the terms of compensation?

For procurement involving architecture or engineering (A/E) services, subrecipients may use competitive proposal procedures whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. Professional services are subject to 2 CFR 200.320 (d), and whether the subrecipient followed its own procurement policies and procedures.

YES	NO	N/A	ITEM	PROFESSIONAL SERVICES
			12	Does the file document the Request for Proposal (RFP) for Design Professional Services?
			12	Has the subrecipient documented affidavits of publication for the RFP or newspaper notice clipping (minimum 10 days allowed for response)?

CDBG Monitoring Checklist: Public Facilities

			12	Has the subrecipient provided a certified copy of the RFP evaluation?
			13	Did the subrecipient document the contractor / subcontractors debarment SAM checks?
			14	Did the subrecipient document the Notice of Award to contractor/subcontractors?
			15	Does the file contain the executed Architect/Engineer contract with CDBG language and any related addenda, etc.?

2 CFR 200.320(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price

YES	NO	N/A	ITEM	COMPETITIVE SEALED BIDS
			12	Has the subrecipient provided affidavit of publication and/newspaper notice clipping of the invitation/notice for bids?
			12	Has the subrecipient documented the solicitation list and correspondence with contractors?
			12	Does the file document the bid packet with the Applicable Federal Wage Decision
			12	Were the minutes of pre-bid conference recorded in the file?
				Did the subrecipient record the bid tabulation sheet(s)?
			13	Has the subrecipient documented the Contractor/Subcontractor SAM debarment checks?
			14	Did the subrecipient record the staff report and minutes of the Council/Board meeting when the award was made?
			14	Does the file document the notice of award to contractor/subcontractor?
			15	Does the file contain a copy of the fully executed contract/bid documents for the Prime Contractor and subcontractors, any related addenda, change orders, etc? ➤
			19	Do the contracts/subcontracts contain the required bonds (§ 200.325 Bonding requirements - Labor and Material Payment Bond with associated power of attorney and Performance Bond with associated power of attorney)? ➤ Proof of Insurance ➤ Certifications & Licences ➤
			17	Does the file contain documentation from the Pre-Construction Meeting? ➤ Acknowledgement/Sign in Sheet ➤ Agenda
			12	Does the file contain the wage decision lock in date form?
			22	Did the subrecipient document the notice to proceed from the County?
			23	Does the file contain a copy of final project plans/specs?

§ 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. Subrecipients must ensure that HUD-funded jobs, training, and contracts are provided to small and minority firms and women's business enterprise (MBE/WBE), following the affirmative steps described in § 200.321(b). The WBE/WBE applies to CDBG funded construction project specifically to contractors or subcontractors who are paid

CDBG Monitoring Checklist: Public Facilities

\$10,000 or more in CDBG funds. The County submits annual MBE/WBE report to HUD. The Subrecipient must collect MBE/WBE data and forward it to the County.

YES	NO	N/A	ITEM	MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES (MBE/WBE)
			24	Has the Subrecipient maintained a solicitation list of qualified small, minority, and women owned business enterprises?
			24	Has the Subrecipient shown that they have solicited the businesses on the list when appropriate?
			24	Has the Subrecipient completed the MBE/WBE forms?
			24	Was the MBE/WBE language included with the project contracts?

§ 570.607 Employment and contracting opportunities. (b) Section 3 of the Housing and Urban Development Act of 1968. Subrecipients must ensure that HUD-funded jobs, training, and contracts are provided to local low-income residents, particularly those that reside in public housing and businesses that substantially employ them. Section 3 applies to construction project funded with more than \$200,000 of CDBG funds. It also applies to contractors and subcontractor who are paid \$100,000 in CDBG funds.

YES	NO	N/A	ITEM	SECTION 3
			25	If applicable, has the Subrecipient completed the HUD – 60002 Form?
			25	If applicable, has the Subrecipient submitted the Section 3 Contractor Certification Form?
			25	If applicable, has the Subrecipient submitted the Section 3 New Hire Certification Form?

§ 570.506 Records to be maintained. Subrecipients shall maintain individual client files for each client served by the CDBG funded activity.

YES	NO	N/A	ITEM	CLIENT PROFILE
			26	Does the Subrecipient implement an intake system to track clients and services provided? <ul style="list-style-type: none"> ➤ Provide sample intake form
			26	Does the Subrecipient record accurate household information? i.e. size, income, head of household
			26	Has the Subrecipient collected racial and ethnic characteristics of each client?

YES	NO	N/A	ITEM	CLIENT INCOME ELIGIBILITY DOCUMENTATION
			26	What is the target population for this project? (Low/mod, or Limited Clientele?) <hr/> Does the Subrecipient document that the <i>activity</i> is limited to one or a combination of the 8 population segments presumed to be low- and moderate-income by HUD: (abused children, battered spouses, elderly persons, adults meeting the Bureau of the Census' Population Report's definition of "severely disabled", homeless persons, illiterate adults, persons living with AIDS, migrant farm workers)?
			26	Has the Subrecipient followed the process or procedure for client eligibility documentation described in Exhibit A of the Subrecipient Agreement? i.e. bank statement, tax return, other income eligible programs (§ 570.208(a)(3) & § 570.506(b)(4)(iii))
			26	For projects targeting 'Limited Clientele,' has the Subrecipient collected documentation of client's limited clientele status? (§ 570.208(a)(2)(i)(A) & § 570.506(b)(3)(i))

CDBG Monitoring Checklist: Public Facilities

			26	Has the Subrecipient documented at least 51% of persons benefiting from the activity are of low or moderate income? (§ 570.208(a))
--	--	--	----	--

YES	NO	N/A	ITEM	L/M AREA BENEFIT
			26	For each project determined to benefit low and moderate-income persons based on the Low-Mod Area (LMA) served by the activity, are the boundaries of the service area defined?
			26	Is the percent of persons served within the area boundary at least 51% low- and moderate-income?

Other documents, comments and/or concern(s)/recommendation(s), finding(s)/corrective action(s) cited:

ACTIVITY IMPLEMENTATION

§ 570.201 Basic eligible activities.

YES	NO	N/A	ITEM	LAND ACQUISITION
			27	Does the file contain the title report?
			27	Does the file contain the purchase agreement?
			27	Does the file contain a copy of the property acquisition notice?

§ 570.606 Displacement, relocation, acquisition, and replacement of housing.

YES	NO	N/A	ITEM	DISPLACEMENT
			28	Have the appropriate steps been taken and documented to avoid displacement of persons as a result of the activity? (§570.606)
			28	Does the file contain a Relocation Plan?

24 CFR 570.608 Lead Based Paint.

24 CFR 8.22 & 8.23 & 24 CFR 570.614 Section 504 This applies to rehab projects having 15 or more units and the cost of the rehab is 75% or more of the replacement cost of the completed facility (See 24 CFR 8.23(a)). Section 504 also applies to new construction projects with five or more units (See 24 CFR 8.22 and 24 CFR 8.3 – Definition: Multi-Family Housing).

YES	NO	N/A	ITEM	CONSTRUCTION
			29	Have the daily reports from the Site Manager been documented?
			29	Have any change orders been documented?
			29	If lead paint is present on the project site (structures built prior to 1978), has the subrecipient documented the appropriate practices have been employed? (570.608)
			29	Has at least 5% of the total number of units been made accessible to persons with mobility disabilities?
			29	Has at least 2% of the total number of units been made accessible to persons with hearing or visual disabilities?

CDBG Monitoring Checklist: Public Facilities

LABOR STANDARDS FOR CONSTRUCTION

The Davis-Bacon Act and Related Act (DBRA) require payment of prevailing wages on federally funded or assisted construction projects. The Davis-Bacon Act applies to each federal government contract in excess of \$2,000 for the construction, alteration, or repair of public buildings or public works. Many federal laws that authorize federal assistance for construction through grants are Davis-Bacon “related Acts.” Related Acts include, but are not limited to, the Copeland “Anti-Kickback” Act, and the Fair Labor Standards Act, for example.

YES	NO	N/A	ITEM	DAVIS BACON AND RELATED ACTS
			30	Who was responsible for ensuring Labor Standards compliance by the subrecipient? _____
			30	Was the Construction Project Handbook included with the bid packet?
			30	Does the file contain Photo Documentation of posters, wage decisions, and HUD form 4010?
			30	Does the file contain the weekly certified payrolls?
			30	Federal Wage Decision # _____, which was in effect
			30	Number of labor interviews with employees (#) _____

YES	NO	N/A	ITEM	POSTERS (available in Spanish as needed)
			35	Has the Subrecipient documented the presence of the required posters on the construction site? (Listed below)
				Contractors Minimum Wage
				Employee Polygraph Protection
				Equal Employment Opportunity
				Fair Housing
				Minimum Wage
				OSHA Job Safety
				Employee Rights Under the Davis Bacon Act
				Employee Rights on Government Contracts
				Employee Rights Under the National Labor Relations Act
				Applicable Federal Wage Decision
				HUD 4010

2 CFR 200.302 Financial Management.; 24 CFR 570.509 Grant closeout procedures.

24 CFR 570.506 Records to be maintained. (h) Financial records, in accordance with the applicable requirements listed in § 570.502, including source documentation for entities not subject to 2 CFR part 200. Grantees shall maintain evidence to support how the CDBG funds provided to such entities are expended. Such documentation must include, to the extent applicable, invoices, schedules containing comparisons of budgeted amounts and actual expenditures, construction progress schedules signed by appropriate parties (e.g., general contractor and/or a project architect), and/or other documentation appropriate to the nature of the activity. Grantee records pertaining to obligations, expenditures, and drawdowns must be able to relate financial transactions to either a specific origin year grant or to program income received during a specific program year.

CDBG Monitoring Checklist: Public Facilities

YES	NO	N/A	ITEM	FINANCIAL RECORDS
				Does the file contain a ledger of eligible expenses?
				Were eligible expenses recorded with appropriate source documentation, time records (staff admin) and materials (copies of invoices)?
				Has the Subrecipient retained all financial records, supporting documents, statistical records, and all other records pertinent to the subrecipient agreement and Federal regulations?
				Does the file contain the record of weekly certified payrolls?
				Does the file contain a record of submitted Requests for Payment(s)?
				PROGRAM INCOME: Does the subrecipient follow the appropriate guidelines for program income? (24 CFR 570.502(a)(4) Exhibit 3-18, Section F, HUD Checklist)

YES	NO	N/A	ITEM	PROGRESS REPORTS
				Have the permits been approved and signed off?
				Has the Subrecipient provided the quarterly Progress Reports? <ul style="list-style-type: none"> ➤ Qtr 1 (July-August) Original Submission Date: _____ ➤ Qtr 2 (September-December) Original Submission Date: _____ ➤ Qtr 3 (January-March) Original Submission Date: _____ ➤ Qtr 4 (April-June) Original Submission Date: _____
				Was a Final Completion Report completed?
				Does the file contain photo documentation of the project before, during and after construction?

Other documents, comments and/or concern(s)/recommendation(s), finding(s)/corrective action(s) cited:

POST ACTIVITY / MONITORING

24 CFR 570.509 Grant closeout procedures.

YES	NO	N/A	ITEM	PROJECT CLOSEOUT & MONITORING
			36	Has the Subrecipient provided a single audit?
			37	Have any liens been released?
			38	Has the appropriate body acknowledged the completion of the project? <ul style="list-style-type: none"> ➤ Provide public hearing minutes or other documentation
			39	Is there a final change order with tabulation of over runs and under runs?
			40	Is there a copy of record (as-built) drawings?
			38	For public works projects, are the Final Closeout Public Hearing w/minutes from the City/County provided?
			41	Was a written Consent of Surety, if any, provided for final payment?

CDBG Monitoring Checklist: Public Facilities

			42	Have walk-through inspections been recorded?
			43	Have any outstanding findings or concerns from previous monitoring process been addressed?
			43	Have any outstanding findings or concerns from the current monitoring process been addressed?
			44	Monitoring Notification Letter
			45	Monitoring Report Letter
			46	Has the Subrecipient appropriately documented their response to the monitoring findings?
			47	Has the Subrecipient been briefed on their Monitoring Risk Assessment for future monitoring visits?

Other documents, comments and/or concern(s)/recommendation(s), finding(s)/corrective action(s) cited:

RESOLUTION NO. 2020- 28

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN MIGUEL COMMUNITY SERVICES DISTRICT APPROVING THE
SUBRECIPIENT AGREEMENT FOR 2019 CDBG GRANT FUNDS BETWEEN THE
COUNTY OF SAN LUIS OBISPO AND THE SAN MIGUEL COMMUNITY SERVICES
DISTRICT.**

WHEREAS, San Miguel Community Services District (“District”) Board of Directors directed Staff to apply for 2019 Community Development Block Grant (hereinafter referred to as “CDBG”) funding assistance from the County of San Luis Obispo for the replacement of four (4) segments of water main (hereinafter referred to as “Project”): and.

WHEREAS, on May 14, 2019, the San Luis Obispo County Board of Supervisors approved funding in the amount of \$350,123 from the County’s 2019 CDBG Program for the District (Subrecipient) to implement the “Water Main Replacement Project,” and

WHEREAS, An agreement by and between the County of San Luis Obispo, a political subdivision of the State of California, hereinafter called “Recipient,” and the San Miguel Community Services District, a public special district agency, located in the County of San Luis Obispo, hereinafter called “Subrecipient”; jointly referred to as “Parties”, has been prepared which sets forth the terms and conditions of the Subrecipient Agreement for CDBG grant funds; and

WHEREAS, the District Board of Directors wishes to proceed with the solicitation for competitive bids from qualified contractors to construct the Project but desires to have the CDBG funds secured prior to the award of a contract to construct the Project; and

WHEREAS, the District Board of Directors approves the terms and conditions of the Subrecipient Agreement and directs the President of the Board to execute the Subrecipient Agreement; and

NOW THEREFORE, BE IT RESOLVED, the Board does, hereby, adopt this Resolution for purposes specified herein.

On the motion of Director _____, seconded by Director _____ and on the following roll call vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAINING:

the foregoing Resolution is hereby passed and adopted this 23rd day of July 2020.

Ashley Sangster, Board President

ATTEST:

Douglas L. White, District General Counsel

Robert Roberson, Interim General Manager



San Miguel Community Services District

Board of Directors Staff Report

July 23, 2020

AGENDA ITEM: X - 3

SUBJECT: Approve the Plans & Specifications for the Water Main Replacement Project and authorize the Director of Utilities to advertise for bids from qualified contractors to complete the construction phase of the project. Link: [10th & 11th Street Water Line Replacement](#) & [SMCSD Water Main Improvement Project Manual](#)

RECOMMENDATION:

Approve the Plans & Specifications for the Water Main Replacement Project and authorize the Director of Utilities to advertise for bids from qualified contractors to complete the construction phase of the project.

BACKGROUND:

On June 29, 2017 the District directed the District Engineer, Monsoon Consultants, to prepare construction and bidding documents for the replacement of four (4) critical segments of interconnected existing steel potable water mains in downtown San Miguel which pose a high risk for failure. One of the water mains extends under the Union Pacific Railroad on 11th Street, between Mission and N Streets and two segments are beneath the main business route (Mission Street) on 10th Street. Monsoon Consultants has completed the construction and bidding documents and the project is now ready to proceed to the construction phase. In conjunction with the completion of the bidding documents, the District has also received the Subrecipient Agreement for CDBG grant funds from the County. Subject to the execution of the Subrecipient Agreement, there are \$350,123 available in grant funds for the design and construction phases of the project. The Engineers Estimate for the construction phase is approximately \$400,000. Other construction phase costs, including inspection, testing, and environmental monitoring will also be incurred, which should also be eligible for reimbursement from the CDBG grant funds.

FUNDING:

No funding request is made in conjunction with this item. Funds for covering the cost of publication of the Advertisement for Bids are included in the current District Budget.

FISCAL IMPACT

There will be costs associated with the publication of the advertisement for bids notification which needs to be published in a local newspaper on two (2) occasions. It should be noted that there may be also costs associated with the Water Main Replacement Project that may be incurred which are not eligible for (or which exceed) the CDBG grant funding. If such costs are anticipated, a separate item(s) will be brought before the Board for discussion and possible approval.

PREPARED BY:

Blaine T. Reely

Blaine T. Reely, P.E., District Engineer

APPROVED BY:

Kelly Dodds

Kelly Dodds, Director of Utilities

Attachments: None



San Miguel Community Services District

Board of Directors Staff Report

July 23rd, 2020

AGENDA ITEM: X-4

SUBJECT: Appoint District General Manager, Director of Utilities and District Engineer as real property negotiators for the acquisition of assessor parcel numbers 021-051-020 and 021-051-022 for the Machado Wastewater Treatment Facility expansion.

RECOMMENDATION:

Appoint District General Manager, Director of Utilities and District Engineer as real property negotiators for the acquisition of assessor parcel numbers 021-051-020 and 021-051-022 for the Machado Wastewater Treatment Facility expansion.

BACKGROUND:

The District Engineer and Director of Utilities had previously contacted Union Pacific Railroad to determine the possibility of purchasing the subject parcels for the purpose of expanding the Machado WWTF. A UPRR representative verified that if the District were to pursue a purchase of the two parcels that UPRR would consider them one for sale purposes and the District could submit one purchase inquiry. In May an initial application was submitted to UPRR for the minimum amount of \$50,000 or the approximately 6.8 acres.

Acquisition of these properties for the expansion of the Machado Wastewater Facility would serve two main purposes; to provide property for an improved access to the plant outside the residential access and to provide additional space to locate critical treatment facilities above the 100-foot elevation without major grading to raise the elevation of the existing property.

Staff is requesting authorization to negotiate a sale price with UPRR for the purchase of these two parcels.

The final purchase will be made by Board action.

FISCAL IMPACT:

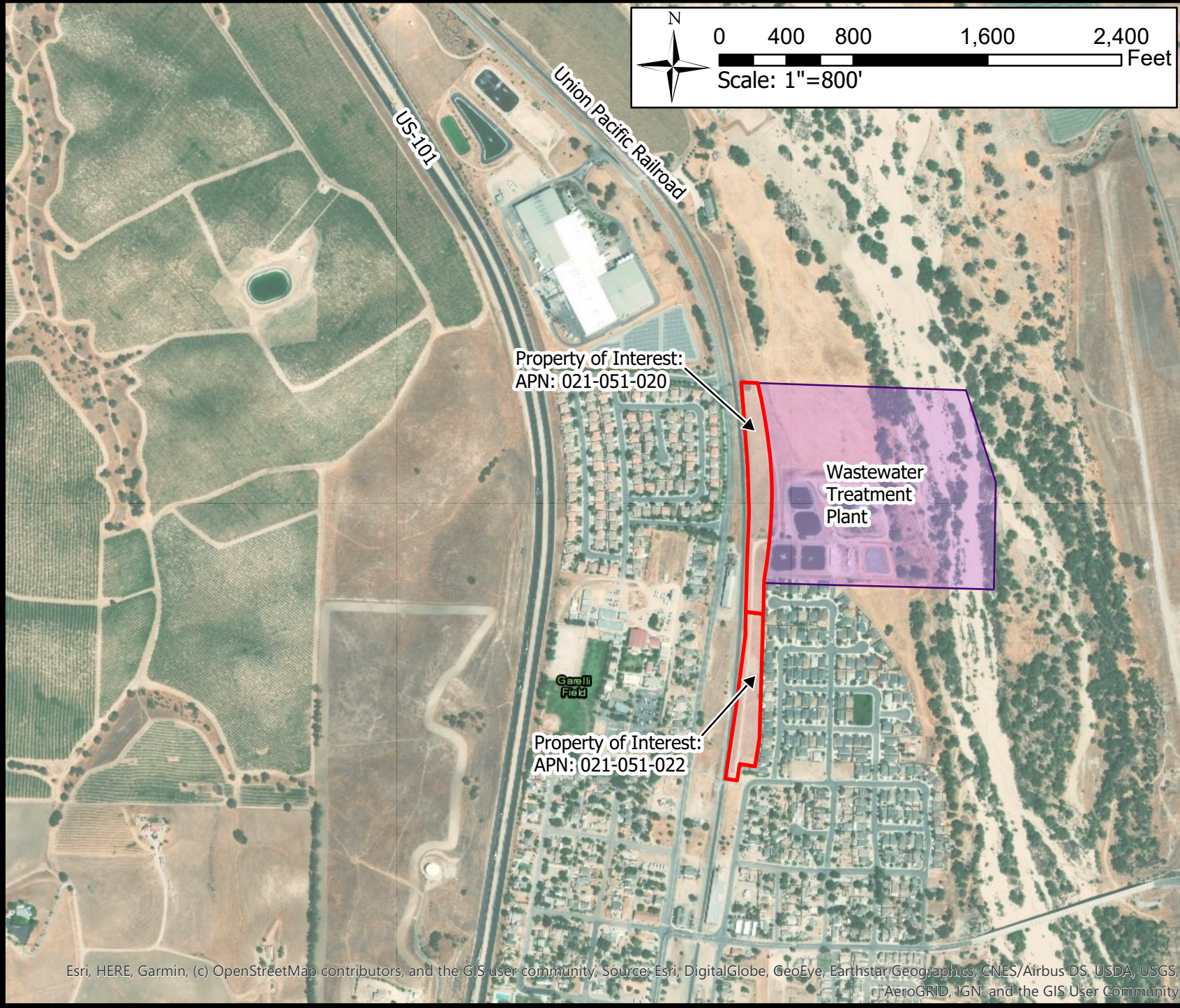
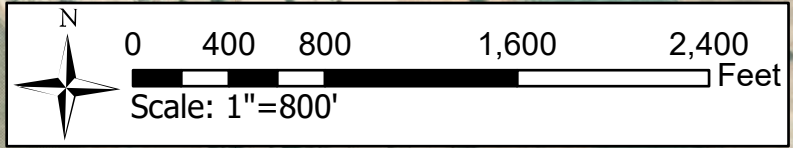
There is no fiscal impact associated with appointing real property negotiators. Final approval of purchase price will be brought back to the Board for approval prior to purchase.

Upon Board approval of property purchase, an additional resolution will be presented authorizing the obligation of funds.

PREPARED BY:

Kelly Dodds

Kelly Dodds, Director of Utilities



MONSOON CONSULTANTS
CIVIL ENGINEERING / HYDROLOGY
P.O. BOX 151, SAN LUIS OBISPO, CA 93406
BREEL@MONSOONCONSULTANTS.COM (805) 476 6168

Location Map

2019.10.002a - WWTP Project Management Services

San Miguel Community Services District



**San Miguel Community Services District
Board of Directors
Staff Report**

July 23, 2020

AGENDA ITEM: XI - 1

SUBJECT: Financial Report for June 2020 End of the Fiscal Year!

RECOMMENDATION: Review and File the Enumeration for Financial Reports for June 2020

June 2020 Payroll Expense: CSD Payroll \$57,268.82 / Fire Stipend \$5757.11

June 2020 Income: \$194,543.21

June 2020 Expenses: \$167,240.02

1. Monsoon Ventures \$32,580.00 (Invoices April ~ June)
2. US Bank \$9,464.78
3. South Coast Emergency Vehicle \$5,191.35 (Truck 8687& 8668)
4. Martinelli Landscaping \$4,866.00 (Weed Abatement-Tax Billed)
5. FGL \$4,300.00
6. N Rex Awalt \$3,014.08 (Replace pump at Well #3)
7. Univar \$2,538.19
8. San Luis Powerhouse \$2,028.45 (Annual Service- generators)
9. San Luis County Air \$1,900.70 (Equipment Permit)
10. Paso Safe & Lock \$1,818.20

Recommendation: Review and File the Enumeration for the Financial Reports for June 2020. This item is for information and discussion only.

PREPARED BY:

Paola Freeman

Paola Freeman,
Financial Officer

07/14/2017
10:41:28

SAN MIGUEL COMMUNITY SERVICES DISTRICT
Claim Details
For the Accounting Period: 6/20

Page: 1 of 24
Report ID: AP100V

Pacific Premier Bank - General Account
* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
5814	18391S	650 13 STARS MEDIA	126.28					
		Fire Ordinance 01- 2020						
1	5132	06/08/20 Fire Ordinance 01- 2020	126.28			20 62000	393	10200
5842	18412S	650 13 STARS MEDIA	301.25					
		Notice for Adopting Weed Abatement						
		Public Hearing Notice Solid Waste 2020						
1	5218	06/17/20 Notice of Budget Adoption	55.50			20 62000	393	10200
2	5218	06/17/20 Notice of Budget Adoption	245.75			60 66000	393	10200
5898	18434S	650 13 STARS MEDIA	208.73					
		Notice for Adoption Notice ~ Ordinance 02-2020 Solid Waste						
1	5268	06/29/20 Ordinance 2020 Solid Waste	208.73*			40 64000	393	10200
		Total for Vendor:	636.26					
5832	18392S	8 AIRGAS	270.98					
		Oxygen						
1	9101899815	06/04/22 6 CL Oxygen	270.98			20 62000	450	10200
		Total for Vendor:	270.98					
5879	18413S	653 ANTHONY`S TIRE STORE	125.00					
		17/Ram 4500						
1	2100020	06/23/20 Align vehicle	62.50*			40 64000	354	10200
2	2100020	06/23/20 Align vehicle	62.50*			50 65000	354	10200
		Total for Vendor:	125.00					
5844	18414S	622 BALDWIN ELECTRIC SERVICE	1,250.00					
		Retrofitted street lights on Mission						
1	211	06/16/20 Retrofit street lights Mission	1,250.00			30 63000	353	10200
		Total for Vendor:	1,250.00					
5937	18450S	34 BLAKE'S INC	45.02					
		Well 3						
1	1357183	05/26/20 White rags	22.51*			40 64000	305	10200
2	1357183	05/26/20 White rags	22.51			50 65000	305	10200
		Total for Vendor:	45.02					

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SAN MIGUEL COMMUNITY SERVICES DISTRICT
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For the Accounting Period: 6/20

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Pacific Premier Bank - General Account
* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
5792	18367S	573 BURT INDUSTRIAL SUPPLY	862.41					
1	76765	05/14/20 Sample Cover	862.41*			50 65000	353	10200
		Total for Vendor:	862.41					
5924	18451S	340 C&N TRACTORS	142.16					
1	44900P	05/13/20 Poly Cut, Plug	71.08			40 64000	351	10200
2	44900P	05/13/20 STIHL	71.08*			50 65000	351	10200
		Total for Vendor:	142.16					
5889	-99583E	416 CALPERS	76.80					
Annual Unfunded Accrued Liability Actuarial Valuation for 4680 Classic Plan Billing Period 2019/2020								
1	16079325	06/25/20 Annual Unfunded Accrued Liab	38.40			40 64000	225	10200
2	16079325	06/25/20 Annual Unfunded Accrued Liab	38.40			50 65000	225	10200
5890	-99582E	416 CALPERS	345.60					
Annual Unfunded Accrued Liability Actuarial Valuation for Pepra Plan Billing Period 2019/2020								
1	16080086	06/25/20 Annual Unfunded Accrued Liab	144.00			40 64000	225	10200
2	16080086	06/25/20 Annual Unfunded Accrued Liab	144.00			50 65000	225	10200
3	16080086	06/25/20 Annual Unfunded Accrued Liab	57.60			20 62000	225	10200
		Total for Vendor:	422.40					
5765	18368S	67 CHARTER COMMUNICATIONS	314.94					
Acct# 8245-10-105-0027311 Spectrum Business Internet/Voice Service 05/11/20 ~ 6/10/20								
1	27311-0511	05/11/20 Internet/Voice	104.98			20 62000	375	10200
2	27311-0511	05/11/20 Internet/Voice	104.98*			40 64000	375	10200
3	27311-0511	05/11/20 Internet/Voice	104.98			50 65000	375	10200
5880	18415S	67 CHARTER COMMUNICATIONS	314.94					
Acct# 8245-10-105-0027311 Spectrum Business Internet/Voice Service 06/11/20 ~ 7/10/20								
1	7311061120	06/11/20 Internet/Voice	104.98			20 62000	375	10200

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SAN MIGUEL COMMUNITY SERVICES DISTRICT
Claim Details
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Pacific Premier Bank - General Account
* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
2	7311061120	06/11/20 Internet/Voice	104.98*			40 64000	375	10200
3	7311061120	06/11/20 Internet/Voice	104.98			50 65000	375	10200
5893	18445S	67 CHARTER COMMUNICATIONS	134.83					
Acct# 8245101050040553 1765 Bonita Treatment Plant								
Service from 6/18/2020 ~ 7/17/2020								
1	06-18-2020	06/18/20 Internet/Voice	134.83*			40 64000	375	10200
Total for Vendor:			764.71					
5827	18416S	583 COBLENTZ BIEHLE & CRAMER	987.50					
Quartley updates, Reconcile A/R deposit and refunds at 4/30 Bank recon								
1	7060	06/09/20 QTupdates, recon A/R at 4/30	217.25			20 62000	325	10200
2	7060	06/09/20 QTupdates, recon A/R at 4/30	19.75			30 63000	325	10200
3	7060	06/09/20 QTupdates, recon A/R at 4/30	355.50			40 64000	325	10200
4	7060	06/09/20 QTupdates, recon A/R at 4/30	375.25			50 65000	325	10200
5	7060	06/09/20 QTupdates, recon A/R at 4/30	19.75			60 66000	325	10200
5936	18452S	583 COBLENTZ BIEHLE & CRAMER	675.00					
Bank recon, Payroll master schedule								
1	7166	07/01/20 Bank recon, Payroll master sch	155.25			20 62000	325	10200
2	7166	07/01/20 Bank recon, Payroll master sch	13.50			30 63000	325	10200
3	7166	07/01/20 Bank recon, Payroll master sch	236.25			40 64000	325	10200
4	7166	07/01/20 Bank recon, Payroll master sch	256.50			50 65000	325	10200
5	7166	07/01/20 Bank recon, Payroll master sch	13.50			60 66000	325	10200
Total for Vendor:			1,662.50					
5897	18446S	584 CORE & MAIN LP	505.99					
1	M550712	06/23/20 1 1/2 Water Meter Valve	505.99			50 65000	525	10200
5903	18435S	584 CORE & MAIN LP	641.09					
1	M550701	06/26/20 Meter	641.09			50 65000	525	10200
Total for Vendor:			1,147.08					

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SAN MIGUEL COMMUNITY SERVICES DISTRICT
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Pacific Premier Bank - General Account
* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
5878	18417S	429 COUNTY OF SAN LUIS OBISPO - EH	155.90					
ACCT#	AR0011381							
1	INo126372	06/01/20 Cross Connection	155.90			50 65000	362	10200
		Total for Vendor:	155.90					
5914	18436S	654 CULLIGAN WATER	283.90					
		Water, H/C Water stand Watewater treatment plant						
1	June2020	06/30/20 Water, H/C Water stand	283.90*			40 64000	305	10200
		Total for Vendor:	283.90					
5833	18393S	651 DUSTIN PITTMAN	172.31					
		Boots						
1	June 2020	06/16/20 Boots	86.16*			40 64000	495	10200
2	June 2020	06/16/20 Boots	86.15*			50 65000	495	10200
		Total for Vendor:	172.31					
5845	18418S	105 FAILSAFE TESTING	238.40					
		Ground Ladders Tested						
1	10997	06/16/20 Annual Ladder Testing	238.40*			20 62000	305	10200
		Total for Vendor:	238.40					
5800	18384S	109 FERGUSON ENTERPRISES	60.06					
		Concrete Meter Box						
1	8479987	05/22/02 Concrete Meter Box	60.06*			50 65000	353	10200
5815	18394S	109 FERGUSON ENTERPRISES	122.91					
		Zip Flange						
1	8522215	06/03/20 Zip Flange	122.91*			50 65000	353	10200
5904	18437S	109 FERGUSON ENTERPRISES	769.74					
		Air Valve						
1	8561008	06/26/20 Air Valve	769.74*			50 65000	353	10200

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SAN MIGUEL COMMUNITY SERVICES DISTRICT
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Pacific Premier Bank - General Account
* ... Over spent expenditure

Claim/ Line #	Check #	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
5906	18437S	109 FERGUSON ENTERPRISES	423.22					
1	8560586	06/26/20 Hydrant Stem,Oring,Disc holde	423.22*			50 65000	353	10200
		Total for Vendor:	1,375.93					
5793	18385S	112 FGL - ENVIRONMENTAL ANALYTICAL	67.00					
#8000653	1	081445A 05/29/20 Metals	67.00			50 65000	358	10200
5794	18385S	112 FGL - ENVIRONMENTAL ANALYTICAL	28.00					
#8000653	1	081369A 05/28/20 Wet Chemistry	14.00			50 65000	357	10200
	2	081369A 05/28/20 Wet Chemistry	14.00			50 65000	358	10200
5795	18385S	112 FGL - ENVIRONMENTAL ANALYTICAL	20.00					
#8000653	1	081446A 05/27/20 Wet Chemistry	20.00			50 65000	356	10200
5807	18395S	112 FGL - ENVIRONMENTAL ANALYTICAL	67.00					
#8000653	1	081553A 06/03/20 Metals	67.00			50 65000	358	10200
5826	18395S	112 FGL - ENVIRONMENTAL ANALYTICAL	1,422.00					
		Metals, Wet Chemistry Total, Wet Chemistry Conductivity						
1	081127A	06/05/20 Metals, Wet Chemistry	1,422.00			50 65000	359	10200
5829	18395S	112 FGL - ENVIRONMENTAL ANALYTICAL	20.00					
		Coliform						
1	081140A	04/23/20 Coliform	20.00			50 65000	356	10200
5836	18395S	112 FGL - ENVIRONMENTAL ANALYTICAL	225.00					
#8000653	1	081554A 06/12/20 Wet Chem, Coliform	225.00			50 65000	359	10200

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SAN MIGUEL COMMUNITY SERVICES DISTRICT
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Pacific Premier Bank - General Account
* ... Over spent expenditure

Claim/ Line #	Check #	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
5837 #8000653	18395S	112 FGL - ENVIRONMENTAL ANALYTICAL	14.00					
1	081754A	06/15/20 Metals	14.00			50 65000	356	10200
5846 #8000653	18419S	112 FGL - ENVIRONMENTAL ANALYTICAL	67.00					
1	081866A	06/16/20 Metals	67.00			50 65000	358	10200
5847 #8000653	18419S	112 FGL - ENVIRONMENTAL ANALYTICAL	216.00					
1	081756A	06/16/20 Wet Chemistry	216.00			50 65000	356	10200
5848 #8000653	18419S	112 FGL - ENVIRONMENTAL ANALYTICAL	129.00					
1	081295A	06/17/20 Coliform Quanti Tray 100	64.50			50 65000	357	10200
2	081295A	06/17/20 Coliform Quanti Tray 100	64.50			50 65000	358	10200
5882 #8000653	18419S	112 FGL - ENVIRONMENTAL ANALYTICAL	182.00					
1	081555A	06/18/20 Metals Wet Chem	182.00			50 65000	356	10200
5883 #8000653	18419S	112 FGL - ENVIRONMENTAL ANALYTICAL	257.00					
1	081551A	06/22/20 Metals,Wet Chem,Radio Chem	257.00			50 65000	357	10200
5887 #8000653	18430S	112 FGL - ENVIRONMENTAL ANALYTICAL	100.00					
1	081867A	06/19/20 Coliform Colilert	100.00			50 65000	359	10200
5894 #8000653	18447S	112 FGL - ENVIRONMENTAL ANALYTICAL	332.00					
1	081549A	06/25/20 Wet Chem, Metals	332.00			50 65000	359	10200

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SAN MIGUEL COMMUNITY SERVICES DISTRICT
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Pacific Premier Bank - General Account
* ... Over spent expenditure

Claim/ Line #	Check #	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
5895 #8000653	18447S	112 FGL - ENVIRONMENTAL ANALYTICAL	148.00					
1	081550A	06/25/20 Organic Analysis	148.00			50 65000	359	10200
5896 #8000653	18447S	112 FGL - ENVIRONMENTAL ANALYTICAL	85.00					
1	081552A	06/25/20 Inorganic Analysis	85.00			50 65000	359	10200
5910	18438S	112 FGL - ENVIRONMENTAL ANALYTICAL	67.00					
1	081755A	06/29/20 Metals	67.00			50 65000	358	10200
5911	18438S	112 FGL - ENVIRONMENTAL ANALYTICAL	67.00					
1	081973A	06/29/20 Metals	67.00			50 65000	358	10200
5912	18438S	112 FGL - ENVIRONMENTAL ANALYTICAL	67.00					
1	082039A	06/29/20 Metals	67.00			50 65000	358	10200
5913 #8000653	18438S	112 FGL - ENVIRONMENTAL ANALYTICAL	24.00					
1	081768A	06/30/20 Wet Chemistry	24.00			50 65000	356	10200
5925 #8000653	18455S	112 FGL - ENVIRONMENTAL ANALYTICAL	404.00					
1	081757A	06/30/20 Wet Chemistry Aggressive Inde	404.00			50 65000	359	10200
5926 #8000653	18455S	112 FGL - ENVIRONMENTAL ANALYTICAL	67.00					
1	082087A	07/06/20 Metals	67.00			50 65000	358	10200
5932 #8000653	18455S	112 FGL - ENVIRONMENTAL ANALYTICAL	225.00					
1	082088A	07/09/20 Coliform-Colilert	45.00			50 65000	356	10200
2	082088A	07/09/20 Coliform-Colilert	45.00			50 65000	357	10200
3	082088A	07/09/20 Coliform-Colilert	135.00			50 65000	358	10200
Total for Vendor:			4,300.00					

07/14/2020
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SAN MIGUEL COMMUNITY SERVICES DISTRICT
Claim Details
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Pacific Premier Bank - General Account
* ... Over spent expenditure

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5797	18386S	308 FRONTIER COMMUNICATIONS	60.40					
Acct #805-467-2818 010412-5 Service from 05/22/20 ~06/21/20								
1150 Mission Street								
1	May~2020	05/22/20 Building Alarm	20.14			40 64000	310	10200
2	May~2020	05/22/20 Building Alarm	20.13			50 65000	310	10200
3	May~2020	05/22/20 Building Alarm	20.13			20 62000	310	10200
5816	18396S	308 FRONTIER COMMUNICATIONS	62.48					
Acct #805-467-2015-051216-5 Service from 6/01/20 ~ 6/30/20								
SCADA								
1	June 2020	06/01/20 Alarm/SCADA	31.24			40 64000	310	10200
2	June 2020	06/01/20 Alarm/SCADA	31.24			50 65000	310	10200
5899	18439S	308 FRONTIER COMMUNICATIONS	60.40					
Acct #805-467-2818 010412-5 Service from 06/22/20 ~07/21/20								
1150 Mission Street								
1	June~2020	06/22/20 Building Alarm	20.14			40 64000	310	10200
2	June~2020	06/22/20 Building Alarm	20.13			50 65000	310	10200
3	June~2020	06/22/20 Building Alarm	20.13			20 62000	310	10200
Total for Vendor:			183.28					
5782	18372S	125 GREAT WESTERN ALARM	75.60					
A0702 Service Period: 6/01/20 ~ 6/30/20								
1	200502242	06/01/20 Answering Service	37.80			40 64000	380	10200
2	200502242	06/01/20 Answering Service	37.80			50 65000	380	10200
5783	18372S	125 GREAT WESTERN ALARM	32.00					
GW-661 Service Period: 6/01/20 ~ 6/30/20								
1	200500545	06/01/20 Alarm Monitoring	16.00			40 64000	380	10200
2	200500545	06/01/20 Alarm Monitoring	16.00			50 65000	380	10200
Total for Vendor:			107.60					

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5830	18397S	147 JB DEWAR	1,080.59					
Account #80468								
1	110033	06/04/20 Clear Diesel	360.19			50 65000	485	10200
2	110033	06/04/20 Clear Diesel	360.20			40 64000	485	10200
3	110033	06/04/20 Clear Diesel	360.20			20 62000	485	10200
Total for Vendor:			1,080.59					
5838	18398S	999999 JENNIFER & JEREMY FULTZ	120.00					
Water deposit refund 700 River Road Acct# 20046-05								
1	20046-05	06/17/20 Water deposit refund	120.00			50 20550		10200
Total for Vendor:			120.00					
5884	18420S	633 KELLY-MOORE PAINTS	158.36					
1	103620	06/22/20 Paint, red, grn, org	158.36*			20 62000	305	10200
5885	18420S	633 KELLY-MOORE PAINTS	43.48					
Well Shed								
1	103621	06/22/20 White Acryplex Satin	43.48*			50 65000	353	10200
5886	18420S	633 KELLY-MOORE PAINTS	191.34					
SLT Well, Well 4								
1	137400	06/22/20 Studio Taupe	191.34*			50 65000	353	10200
Total for Vendor:			393.18					
5900	18440S	999999 LAVA PRINT MEDIA	139.10					
Window Graphics								
1	1938	06/23/20 Window Graphics	30.60*			20 62000	305	10200
2	1938	06/23/20 Window Graphics	2.78			30 63000	305	10200
3	1938	06/23/20 Window Graphics	50.08*			40 64000	305	10200
4	1938	06/23/20 Window Graphics	52.86			50 65000	305	10200
5	1938	06/23/20 Window Graphics	2.78			60 66000	305	10200
Total for Vendor:			139.10					

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5831	18399S	510 LOCAL IT EXPERTS	890.00					
June 2020 Service								
1	241 06/13/20	IT Service~ June 2020	195.80			20 62000	350	10200
2	241 06/13/20	IT Service~ June 2020	17.80			30 63000	350	10200
3	241 06/13/20	IT Service~ June 2020	320.40*			40 64000	350	10200
4	241 06/13/20	IT Service~ June 2020	338.20*			50 65000	350	10200
5	241 06/13/20	IT Service~ June 2020	17.80*			60 66000	350	10200
Total for Vendor:			890.00					
5849	18433S	652 MARTINELLI LANDSCAPE	4,866.00					
Weed Abatement, 021-161-005, 021-302-008, 021-371-002, 021-331-034, 021-302-010, 021-322-015, 021-231-005, 021-361-009, 021-221-017, 021-371-003								
1	06182020 06/18/20	Weed Abatement	4,866.00			20 62000	503	10200
Total for Vendor:			4,866.00					
5850	18422S	999999 MATT CARY TRUCKING	300.00					
Discing around the sewer plant								
1	20385 06/17/20	Discing around the sewer plant	300.00*			40 64000	582	10200
Total for Vendor:			300.00					
5790	18387S	999999 MICHELLE HIDO	277.26					
13350 River Road Fire								
1	05262020 06/01/20	Meals for Fire Fighters	277.26			20 62000	335	10200
Total for Vendor:			277.26					
5695	18376S	646 MISSION UNIFORM SUPPLY	45.56					
Uniforms; Dodds, Sobotka, Pittman, VanBrunt								
1	512446519 05/13/20	Employee Uniforms	22.78*			40 64000	495	10200
2	512446519 05/13/20	Employee Uniforms	22.78*			50 65000	495	10200
5851	18423S	646 MISSION UNIFORM SUPPLY	45.56					
Uniforms; Dodds, Sobotka, Pittman, VanBrunt								
1	512584585 06/03/20	Employee Uniforms	22.78*			40 64000	495	10200
2	512584585 06/03/20	Employee Uniforms	22.78*			50 65000	495	10200

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5852	18423S	646 MISSION UNIFORM SUPPLY	45.56					
		Uniforms; Dodds, Sobotka, Pittman, VanBrunt						
1	512622410	06/10/20 Employee Uniforms	22.78*			40 64000	495	10200
2	512622410	06/10/20 Employee Uniforms	22.78*			50 65000	495	10200
5853	18423S	646 MISSION UNIFORM SUPPLY	45.56					
		Uniforms; Dodds, Sobotka, Pittman, VanBrunt						
1	512667435	06/17/20 Employee Uniforms	22.78*			40 64000	495	10200
2	512667435	06/17/20 Employee Uniforms	22.78*			50 65000	495	10200
5881	18423S	646 MISSION UNIFORM SUPPLY	45.56					
		Uniforms; Dodds, Sobotka, Pittman, VanBrunt						
1	512714343	06/24/20 Employee Uniforms	22.78*			40 64000	495	10200
2	512714343	06/24/20 Employee Uniforms	22.78*			50 65000	495	10200
		Total for Vendor:	227.80					
5855	18424S	559 MONSOON VENTURES, INC.	1,900.00					
		Board and Committee meetings						
		04-15-20 ~ 05-21-20						
1	2542	06/16/20 Board and Committee meetings	950.00*			40 64000	326	10200
2	2542	04/08/20 Board and Committee meetings	950.00*			50 65000	326	10200
5856	18424S	559 MONSOON VENTURES, INC.	335.00					
		Water Conservation Program						
1	2543	06/16/20 Water Conservation Program	335.00*			50 65000	326	10200
5857	18424S	559 MONSOON VENTURES, INC.	580.00					
		Paso Robles GW Basin Data Gap Assessment						
1	2544	06/16/20 Paso Robles GW Basin Data Gap	580.00*			50 65000	326	10200
5858	18424S	559 MONSOON VENTURES, INC.	8,850.00					
		WWTP Project Management Services						
		4/13/20 ~ 06-10-20						
1	2545	06/16/20 WWTP Project Management Servic	8,850.00			40 64000	587	10200

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5859	18424S	559 MONSOON VENTURES, INC. WWTP Project Design 4/13/20 ~ 06-10-20	290.00					
1	2546	06/16/20 WWTP Project Design	290.00			40 64000	587	10200
5860	18424S	559 MONSOON VENTURES, INC. Recycled Water (Purple Pipe) Distribution System	1,102.50					
1	2547	06/16/20 Recycled Water (Purple Pipe)	1,102.50*			40 64000	326	10200
5861	18424S	559 MONSOON VENTURES, INC. CDBG Waterline Post Design Phase	290.00					
1	2548	06/16/20 CDBG waterline Post Design	290.00*			50 65000	326	10200
5862	18424S	559 MONSOON VENTURES, INC. Fire Hydrant Flow Analysis	1,500.00					
1	2549	06/16/20 Fire Hydrant Flow Analysis	1,500.00*			20 62000	326	10200
5863	18424S	559 MONSOON VENTURES, INC. Grant Funding Research	2,500.00					
1	2550	06/16/20 Grant Funding Research	1,250.00*			40 64000	326	10200
2	2550	06/16/20 Grant Funding Research	1,250.00*			50 65000	326	10200
5864	18424S	559 MONSOON VENTURES, INC. Water & Waste Water Master Plan Update	2,910.00					
1	2551	06/16/20 Water & Waste Water Master Pla	1,455.00*			40 64000	326	10200
2	2551	06/16/20 Water & Waste Water Master Pla	1,455.00*			50 65000	326	10200
5865	18424S	559 MONSOON VENTURES, INC. Water Sampling Station Detail	327.50					
2	2552	06/16/20 Water Sampling Station Detail	327.50*			50 65000	326	10200
5866	18424S	559 MONSOON VENTURES, INC. Standard Detail Revisions	1,280.00					
2	2553	06/16/20 Standard Detail Revisions	1,280.00*			50 65000	326	10200

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5867	18424S	559 MONSOON VENTURES, INC. WWTP GW Quality Impact Assessment	2,455.00					
2	2554	06/16/20 WWTP GW Quality Impact Assmt	2,455.00			40 64000	587	10200
5868	18424S	559 MONSOON VENTURES, INC. Infrastructure Planning Study	450.00					
2	2555	06/16/20 Infrastructure Planning Study	225.00*			40 64000	326	10200
3	2555	06/16/20 Infrastructure Planning Study	225.00*			50 65000	326	10200
5869	18424S	559 MONSOON VENTURES, INC. New Water Source Investigation	2,810.00					
1	2556	06/16/20 New Water Source Investigation	2,810.00*			50 65000	326	10200
5870	18424S	559 MONSOON VENTURES, INC. New Water Source Investigation	5,000.00					
3	2557	06/16/20 New Water Source Investigation	5,000.00			40 64000	587	10200
		Total for Vendor:	32,580.00					
5791	18377S	17 N REX AWALT CORPORATION Replace the pump at well #3	3,014.08					
1	19302	05/27/20 Replace pump Well #3	3,014.08*			50 65000	353	10200
		Total for Vendor:	3,014.08					
5818	18400S	636 OFFICE1 Maintenance Contract #CBM6913-02 Samsung/X4250LX	72.28					
		Acct No. 013014						
1	AR504845	02/04/20 Maint Contract 6/4/19~7/3/20	36.14			40 64000	334	10200
2	AR504845	02/04/20 Maint Contract 6/4/19~7/3/20	36.14			50 65000	334	10200
		Total for Vendor:	72.28					
5888	18431S	500 PACIFIC WESTERN BANK To Disburse Wastewater Funds from Pacific Premier to Pacific Western for long term Maintenance	85,000.00					
1	062420	06/24/20 To Disburse Wastewater Funds	85,000.00			40 64000	970	10200
		Total for Vendor:	85,000.00					

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5796	18388S	203 PASO ROBLES SAFE & LOCK, INC.	45.47					
MasterKey								
1	24061	05/31/20 MasterKey	45.47			50 65000	305	10200
5871	18425S	203 PASO ROBLES SAFE & LOCK, INC.	1,360.26					
Alarmlock								
1	43888	06/16/20 Alarmlock	1,360.26*			20 62000	305	10200
5891	18458S	203 PASO ROBLES SAFE & LOCK, INC.	412.47					
1	155476	06/30/20 Pad Lock~ Master Lock	412.47			50 65000	305	10200
Total for Vendor:			1,818.20					
5892	18432S	208 PG&E #6480-8	1,085.85					
Acct #8565976480-8								
1	0519~061	06/17/20 12th & K 8565976725	8.92			30 63000	381	10200
2	0519~0617	06/17/20 Tract 2710 - 8562053214	69.36			30 63000	381	10200
3	0519~0617	06/17/20 Tract 2710 - 8564394360	30.19			30 63000	381	10200
4	0519~0617	06/17/20 Tract 2710 - 8560673934	75.47			30 63000	381	10200
5	0519~0617	06/17/20 Mission Heights - 856597648	164.40			30 63000	381	10200
6	0519~0617	06/17/20 Tract 2605 - 8565976109	35.23			30 63000	381	10200
7	0519~0617	06/17/20 9898 River Rd. - 8565976002	327.45			30 63000	381	10200
8	0519~0617	06/17/20 9898 River Rd. - 8565976004	42.20			30 63000	381	10200
9	0519~0617	06/17/20 9898 River Rd. - 8565976008	199.30			30 63000	381	10200
10	0519~0617	06/17/20 9898 River Rd. - 8565976014	67.12			30 63000	381	10200
11	0519~0617	06/17/20 9898 River Rd. - 8565976481	47.03			30 63000	381	10200
12	0519~0617	06/17/20 9898 River Rd. - 8565976483	19.18			30 63000	381	10200
Total for Vendor:			1,085.85					
5801	18389S	209 PG&E #6851-8	9,703.65					
Acct #3675186851-8								
1	0420~0520	05/20/20 Old Fire Station / 1297 L S	25.74			20 62000	381	10200
2	0420~0520	05/20/20 New Fire Station 1150 Missi	11.66			20 62000	381	10200
3	0420~0520	05/20/20 Water Works #1 / Well 3	78.08			50 65000	381	10200
4	0420~0520	05/20/20 Bonita Pl & 16th / Well 4	3,089.95			50 65000	381	10200
5	0420~0520	05/20/20 N St / WWTP	6,040.21			40 64000	381	10200
6	0420~0520	05/20/20 2HP Booster Station	17.05			50 65000	381	10200

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7	0420~0520	05/20/20 Mission Heights Booster	10.19			50 65000	381	10200
8	0420~0520	05/20/20 14th St. & K St.	57.52			50 65000	381	10200
9	0420~0520	05/20/20 942 Soka Way lift station	98.93			40 64000	381	10200
10	0420~0520	05/20/20 Missn & 12th Lanscape~St li	197.22			30 63000	381	10200
11	0420~0520	05/20/20 SLT Well	77.10			50 65000	381	10200
5901	18441S	209 PG&E #6851-8	11,329.43					
Acct #3675186851-8								
1	0520~0620	05/20/06 Old Fire Station / 1297 L S	25.07			20 62000	381	10200
2	0520~0620	05/20/06 New Fire Station 1150 Missi	4.62			20 62000	381	10200
3	0520~0620	05/20/06 Water Works #1 / Well 3	3,508.81			50 65000	381	10200
4	0520~0620	05/20/06 Bonita Pl & 16th / Well 4	602.26			50 65000	381	10200
5	0520~0620	05/20/06 N St / WWTP	6,743.58			40 64000	381	10200
6	0520~0620	05/20/06 2HP Booster Station	16.11			50 65000	381	10200
7	0520~0620	05/20/06 Mission Heights Booster	9.86			50 65000	381	10200
8	0520~0620	05/20/06 14th St. & K St.	66.13			50 65000	381	10200
9	0520~0620	05/20/06 942 Soka Way lift station	96.74			40 64000	381	10200
10	0520~0620	05/20/06 Missn & 12th Lanscape~St li	182.36			30 63000	381	10200
11	0520~0620	05/20/06 SLT Well	73.89			50 65000	381	10200
Total for Vendor:			21,033.08					
5812	18401S	233 SAFEGUARD BUSINESS SYSTEMS	547.24					
48 Gildden Heavy Blend Hoodies								
1	034092180	06/02/20 Heavy Blend Hoodie	547.24*			40 64000	495	10200
Total for Vendor:			547.24					
5843	18426S	5 SAN LUIS OBISPO COUNTY AIR	1,900.70					
Slo County APCD Account#4103								
1	20556	06/16/20 Renewal of Equip permit 1133-1	406.70			50 65000	715	10200
2	20556	06/16/20 Renewal of Equip Permit 1134-1	1,494.00*			40 64000	715	10200
Total for Vendor:			1,900.70					
5872	18427S	440 SAN LUIS OBISPO COUNTY FIRE	618.00					
Annual Fee - Elite EMS Saas								
1	1443	06/09/20 Annual Fee - Elite EMS Saas	618.00*			20 62000	385	10200
Total for Vendor:			618.00					

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5808	18402S	609 SAN LUIS POWER HOUSE Quarterly Testing of Kohler emergency generator Location San Miguel Fire Department	185.00					
1	43052	05/28/20 San Miguel Fire Department	185.00			20 62000	334	10200
5809	18402S	609 SAN LUIS POWER HOUSE Perform quartley testing and inspection of Kohler emergency generator	580.00					
1	43053	05/28/20 Srvce Mission Garden Generator	580.00			40 64000	351	10200
5810	18402S	609 SAN LUIS POWER HOUSE Annual service of Onan generator Location 12th Street Well Generator	573.67					
1	43054	05/28/20 12th Street Well Generator	573.67*			50 65000	351	10200
5811	18402S	609 SAN LUIS POWER HOUSE Annual service of Multiquip Emergency Generator Location WWTP Generator	689.78					
1	43057	05/28/20 WWTP Generator	689.78			40 64000	351	10200
Total for Vendor:			2,028.45					
5819	18403S	238 SAN MIGUEL GARBAGE Account # 318694 Service 6/01/20 ~ 6/31/20	103.98					
1	6-	2020 06/05/20 Trash Disposal	51.99			40 64000	383	10200
2	6-	2020 06/05/20 Trash Disposal	51.99			50 65000	383	10200
Total for Vendor:			103.98					
5823	18404S	572 SCHNIEDER ELECTRICAL USA INC Support July 2020 to June 2021	1,512.00					
1	94187062	06/03/20 Clear Scada Service & Suppor	756.00*			40 64000	459	10200
2	94187062	06/03/20 Clear Scada Service & Suppor	756.00*			50 65000	459	10200
Total for Vendor:			1,512.00					

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5798	18390S	589 SOUTH COAST EMERGENCY VEHICLE	503.14					
		AUX Pump Frozen						
1	499198	05/28/20 Truck #8687	503.14*			20 62000	354	10200
5874	18428S	589 SOUTH COAST EMERGENCY VEHICLE	544.09					
		Water leak #E8668						
1	499407	06/16/20 Truck #8668	544.09*			20 62000	351	10200
5934	18461S	589 SOUTH COAST EMERGENCY VEHICLE	4,144.12					
1	499717	06/09/20 Truck #8687	4,144.12*			20 62000	354	10200
		Total for Vendor:	5,191.35					
5835	18405S	352 STAPLES CREDIT PLAN	98.15					
1	June 2020	06/09/20 Color Paper	21.59*			20 62000	410	10200
2	June 2020	06/09/20 Copy Paper	1.96			30 63000	410	10200
3	June 2020	06/09/20 File Folders	35.33			40 64000	410	10200
4	June 2020	06/09/20 White out	37.30			50 65000	410	10200
5	June 2020	06/09/20 Markers	1.97			60 66000	410	10200
		Total for Vendor:	98.15					
5828	18406S	534 STREAMLINE	200.00					
		Web Page Hosting						
		Service for June 2020						
1	105491	06/10/20 Web Page Monthly Fee June	44.00*			20 62000	376	10200
2	105491	06/10/20 Web Page Monthly Fee June	4.00			30 63000	376	10200
3	105491	06/10/20 Web Page Monthly Fee June	72.00			40 64000	376	10200
4	105491	06/10/20 Web Page Monthly Fee June	76.00			50 65000	376	10200
5	105491	06/10/20 Web Page Monthly Fee June	4.00*			60 66000	376	10200
		Total for Vendor:	200.00					
5873	18429S	280 TEMPLETON UNIFORMS	268.50					
		Wildland Tactical Pant M Hido						
1	129593	06/08/20 Wildland Tactical Pant M Hido	268.50			20 62000	495	10200

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Claim/ Line #	Check #	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
5875	18429S	280 TEMPLETON UNIFORMS Wildland Tactical Pant R Childers	176.36					
1	129705	06/13/20 Wildland Tactical Pant R Child	176.36			20 62000	495	10200
5877	18429S	280 TEMPLETON UNIFORMS Wildland Tactical Pant C Childers	181.41					
1	129707	06/13/20 Wildland Tactical Pant C Child	181.41			20 62000	495	10200
5909	18442S	280 TEMPLETON UNIFORMS Patches C Childers	10.00					
1	130157	06/30/20 Patches	10.00			20 62000	495	10200
Total for Vendor:			636.27					
5907	18443S	282 THE BLUEPRINTER 1 78957 06/18/20 Fire Plans Locatelli	45.26					
1	78957	06/18/20 Fire Plans Locatelli	45.26			20 62000	320	10200
5908	18443S	282 THE BLUEPRINTER 1 20-461 06/05/20 Med Report Forms	92.67					
1	20-461	06/05/20 Med Report Forms	92.67			20 62000	320	10200
Total for Vendor:			137.93					
5820	18407S	298 UNIVAR USA INC Customer #701341 Well 3	596.23					
1	48605823	06/01/20 SOD HYPO 12.5 % Liquichlor	596.23			50 65000	481	10200
5821	18407S	298 UNIVAR USA INC Customer #701341 Well 4	1,234.10					
1	48605822	06/01/20 SOD HYPO 12.5 % Liquichlor	1,234.10*			50 65000	482	10200
5822	18407S	298 UNIVAR USA INC Customer #701341 Martinez Drive	707.86					
1	48605824	06/01/20 SOD HYPO 12.5 % Liquichlor	707.86			50 65000	483	10200
Total for Vendor:			2,538.19					

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SAN MIGUEL COMMUNITY SERVICES DISTRICT
Claim Details
For the Accounting Period: 6/20

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Pacific Premier Bank - General Account
* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
5813	18408S	301 US BANK	4,925.48					
1	May 2020 05/22/20	Lowes, landscaping	804.53			30 63000	353	10200
2	May 2020 05/22/20	Amzon, Monitor,Mask	219.82*			40 64000	305	10200
3	May 2020 05/22/20	Amazon, Monitor, Mask	219.82			50 65000	305	10200
4	May 2020 05/22/20	Costco, Water	243.00*			20 62000	305	10200
5	May 2020 05/22/20	Costco, Water	121.50*			40 64000	305	10200
6	May 2020 05/22/20	Costco, Water	121.49			50 65000	305	10200
7	May 2020 05/22/20	CWEA, Pittman Test	367.00			40 64000	386	10200
8	May 2020 05/22/20	Postage	36.75*			20 62000	315	10200
9	May 2020 05/22/20	Postage	3.34*			30 63000	315	10200
10	May 2020 05/22/20	Postage	60.20			40 64000	315	10200
11	May 2020 05/22/20	Postage	63.50*			50 65000	315	10200
12	May 2020 05/22/20	Postage	3.35			60 66000	315	10200
13	May 2020 05/22/20	Zoom	3.30*			20 62000	305	10200
14	May 2020 05/22/20	Zoom	0.30			30 63000	305	10200
15	May 2020 05/22/20	Zoom	5.40*			40 64000	305	10200
16	May 2020 05/22/20	Zoom	5.70			50 65000	305	10200
17	May 2020 05/22/20	Zoom	0.30			60 66000	305	10200
18	May 2020 05/22/20	Sonicwall router for interne	60.28*			20 62000	475	10200
19	May 2020 05/22/20	Sonicwall router for interne	5.50			30 63000	475	10200
20	May 2020 05/22/20	Sonicwall router for interne	98.65			40 64000	475	10200
21	May 2020 05/22/20	Sonicwall router for interne	104.12			50 65000	475	10200
22	May 2020 05/22/20	Sonicwall router for interne	5.50			60 66000	475	10200
23	May 2020 05/22/20	Adobe	6.60*			20 62000	475	10200
24	May 2020 05/22/20	Adobe	0.60			30 63000	475	10200
25	May 2020 05/22/20	Adobe	10.80			40 64000	475	10200
26	May 2020 05/22/20	Adobe	11.40			50 65000	475	10200
27	May 2020 05/22/20	Adobe	0.58			60 66000	475	10200
28	May 2020 05/22/20	Microsoft 365	126.72*			20 62000	475	10200
29	May 2020 05/22/20	Microsoft 365	11.52			30 63000	475	10200
30	May 2020 05/22/20	Microsoft 365	423.36			40 64000	475	10200
31	May 2020 05/22/20	Microsoft 365	434.88			50 65000	475	10200
32	May 2020 05/22/20	Microsoft 365	11.52			60 66000	475	10200
33	May 2020 05/22/20	Fire Equipment	1,049.30*			20 62000	305	10200
34	May 2020 05/22/20	Target	109.85*			20 62000	305	10200
35	May 2020 05/22/20	NFPA	175.00*			20 62000	305	10200

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SAN MIGUEL COMMUNITY SERVICES DISTRICT
Claim Details
For the Accounting Period: 6/20

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Pacific Premier Bank - General Account
* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
5902	18444S	301 US BANK	4,539.30					
1	June 2020 06/22/20	Postage,	12.63*			20 62000	315	10200
2	June 2020 06/22/20	Postage,	1.15*			30 63000	315	10200
3	June 2020 06/22/20	Postage,	20.66			40 64000	315	10200
4	June 2020 06/22/20	Postage,	21.81*			50 65000	315	10200
5	June 2020 06/22/20	Postage,	1.15			60 66000	315	10200
6	June 2020 06/22/20	Zoom, Adobe	9.89*			20 62000	305	10200
7	June 2020 06/22/20	Zoom, Adobe	0.90			30 63000	305	10200
8	June 2020 06/22/20	Zoom, Adobe	16.19*			40 64000	305	10200
9	June 2020 06/22/20	Zoom, Adobe	17.09			50 65000	305	10200
10	June 2020 06/22/20	Zoom, Adobe	0.90			60 66000	305	10200
11	June 2020 06/22/20	Amazon, Control Panel	179.11			30 63000	351	10200
12	June 2020 06/22/20	AMAZON	288.56			40 64000	351	10200
13	June 2020 06/22/20	Amazon, Water Bottles,Ether	70.34*			40 64000	305	10200
14	June 2020 06/22/20	Amazon, Water Bottles,Ether	90.70			50 65000	305	10200
15	June 2020 06/22/20	Amazon, Water Filter,Ethern	24.76*			20 62000	305	10200
16	June 2020 06/22/20	Amazon, Water Filter	2.26			30 63000	305	10200
17	June 2020 06/22/20	Amazon, Water Filter	30.88*			40 64000	305	10200
18	June 2020 06/22/20	Amazon, Water Filter	32.60			50 65000	305	10200
19	June 2020 06/22/20	Amazon, Water Filter	2.26			60 66000	305	10200
20	June 2020 06/22/20	Amazon Cooler	26.80*			40 64000	305	10200
21	June 2020 06/22/20	Amazon Cooler	26.80			50 65000	305	10200
22	June 2020 06/22/20	Back Flow Parts, repair kit	56.36			40 64000	351	10200
23	June 2020 06/22/20	Back Flow Parts, repair kit	264.95*			20 62000	351	10200
24	June 2020 06/22/20	Miners, Plants	504.86			30 63000	353	10200
25	June 2020 06/22/20	Tractor Supply, Dripper	20.33			30 63000	353	10200
26	June 2020 06/22/20	Lowes, drippers	93.12			30 63000	353	10200
27	June 2020 06/22/20	Speed Turtle	207.79			20 62000	470	10200
28	June 2020 06/22/20	Safetysign	556.62			20 62000	470	10200
29	June 2020 06/22/20	Subway	223.68			20 62000	335	10200
30	June 2020 06/22/20	Amazon	19.27			20 62000	505	10200
31	June 2020 06/22/20	Amazon Security Camara	81.48			20 62000	470	10200
32	June 2020 06/22/20	AMazon DashCam	353.88			20 62000	470	10200
33	June 2020 06/22/20	AMazon Cable	17.15			20 62000	470	10200
34	June 2020 06/22/20	Chevron oil	5.35*			20 62000	354	10200
35	June 2020 06/22/20	Amazon EZ UP	104.03*			40 64000	305	10200

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SAN MIGUEL COMMUNITY SERVICES DISTRICT
Claim Details
For the Accounting Period: 6/20

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Pacific Premier Bank - General Account
* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
5834	18410S	511 VERIZON	90.12					
	Laptop 805-423-7591,	805-591-9233, 805-591-9352						
	Laptop 805-369-9703							
06/09/20 ~ 7/08/20								
1	9856202334	06/08/20 Tablets	20.04			20 62000	310	10200
2	9856202334	06/08/20 Tablets	35.04			40 64000	310	10200
3	9856202334	06/08/20 Tablets	35.04			50 65000	310	10200
Total for Vendor:			90.12					
5825	18411S	612 WEX BANK	363.81					
1	65393703	05/07/20 Truck #8600	51.21			20 62000	485	10200
2	65393703	05/07/20 Truck #8601	84.08			20 62000	485	10200
3	65393703	05/07/20 Truck #8630	51.44			20 62000	485	10200
4	65393703	05/07/20 Truck #8632	88.54			40 64000	485	10200
5	65393703	05/07/20 Truck #8632	88.54			50 65000	485	10200
6	65393703	05/07/20 Truck #8634	0.00			40 64000	485	10200
5927	18464S	612 WEX BANK	431.68					
1	65858951	06/07/20 Truck #8600	142.01			20 62000	485	10200
2	65858951	06/07/20 Truck #8601	84.13			20 62000	485	10200
3	65858951	06/07/20 Truck #8630	0.00			20 62000	485	10200
4	65858951	06/07/20 Truck #8632	102.77			40 64000	485	10200
5	65858951	06/07/20 Truck #8632	102.77			50 65000	485	10200
6	65858951	06/07/20 Truck #8634	0.00			40 64000	485	10200
Total for Vendor:			795.49					
# of Claims			126	Total:	194,379.53			
Total Electronic Claims					422.40			
Total Non-Electronic Claims					193957.13			

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SAN MIGUEL COMMUNITY SERVICES DISTRICT
Claim from Another Period Cancelled in this Period
For the Accounting Period: 6/20

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Pacific Premier Bank - General Account
* ... Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
*** Cancelled in 6/20 *** *** Claim from another period (3/16) ***									
1874		418 JOHNSON, KALLIE		14.81					
Refundable Water Deposit - Acct #27361-03, 890 Camino Del Sol									
1	Acct 27361	03/15/16 Water Deposit Refund		14.81			50 65000	805	10200
			# of Claims	1	Total:				14.81

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SAN MIGUEL COMMUNITY SERVICES DISTRICT
Fund Summary for Claims
For the Accounting Period: 6/20

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Fund/Account	Amount
20 FIRE PROTECTION DEPARTMENT	
10200 Operating Cash - Premier	\$21,544.33
30 STREET LIGHTING DEPARTMENT	
10200 Operating Cash - Premier	\$4,404.35
40 WASTEWATER DEPARTMENT	
10200 Operating Cash - Premier	\$130,181.09
50 WATER DEPARTMENT	
10200 Operating Cash - Premier	\$37,902.23
60 SOLID WASTE DEPARTMENT	
10200 Operating Cash - Premier	\$332.72
Total:	\$194,364.72

Fund	Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
20 FIRE PROTECTION DEPARTMENT						
40000						
40220	Weed Abatement Fees	0.00	7,653.00	1,128.00	-6,525.00	678 %
40300	Fireworks Permit Fees	0.00	2,700.00	2,500.00	-200.00	108 %
40310	Fireworks Refundable C/Up Bond	0.00	-204.00	0.00	204.00	** %
40320	Fire Impact Fees	0.00	31,617.81	0.00	-31,617.81	** %
40410	Mutual Aid Fires	0.00	12,962.09	0.00	-12,962.09	** %
40420	Ambulance Reimbursement	1,237.50	4,910.50	4,400.00	-510.50	112 %
40500	VFA Assistance Grant	0.00	19,618.78	19,619.00	0.22	100 %
40510	Sponsored Training Fees	0.00	400.00	400.00	0.00	100 %
	Account Group Total:	1,237.50	79,658.18	28,047.00	-51,611.18	284 %
43000	Property Taxes Collected					
43000	Property Taxes Collected	2,683.54	392,009.15	389,155.00	-2,854.15	101 %
	Account Group Total:	2,683.54	392,009.15	389,155.00	-2,854.15	101 %
46000	Revenues & Interest					
46000	Revenues & Interest	40.40	531.13	168.00	-363.13	316 %
46151	Refund/Adjustments	65.63	335.42	66.00	-269.42	508 %
46153	Plan Check Fees and Inspections	0.00	3,700.00	850.00	-2,850.00	435 %
46157	Donation	0.00	4,325.00	4,325.00	0.00	100 %
	Account Group Total:	106.03	8,891.55	5,409.00	-3,482.55	164 %
	Fund Total:	4,027.07	480,558.88	422,611.00	-57,947.88	114 %
30 STREET LIGHTING DEPARTMENT						
43000	Property Taxes Collected					
43000	Property Taxes Collected	798.62	116,672.59	113,842.00	-2,830.59	102 %
	Account Group Total:	798.62	116,672.59	113,842.00	-2,830.59	102 %
46000	Revenues & Interest					
46000	Revenues & Interest	179.69	4,098.43	0.00	-4,098.43	** %
46100	Realized Earnings	1,093.27	12,157.05	0.00	-12,157.05	** %
46150	Miscellaneous Income	0.00	200.00	0.00	-200.00	** %
46151	Refund/Adjustments	0.00	19.23	0.00	-19.23	** %
	Account Group Total:	1,272.96	16,474.71	0.00	-16,474.71	** %
	Fund Total:	2,071.58	133,147.30	113,842.00	-19,305.30	117 %
40 WASTEWATER DEPARTMENT						
40000						
40850	Wastewater Hook-up Fees	0.00	62,575.00	0.00	-62,575.00	** %
40900	Wastewater Sales	81,591.32	946,937.43	867,202.00	-79,735.43	109 %
40910	Wastewater Late Charges	0.00	10,769.19	5,670.00	-5,099.19	190 %
	Account Group Total:	81,591.32	1,020,281.62	872,872.00	-147,409.62	117 %
43000	Property Taxes Collected					

Fund	Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
40 WASTEWATER DEPARTMENT						
43000	Property Taxes Collected	399.99	59,597.83	58,942.00	-655.83	101 %
	Account Group Total:	399.99	59,597.83	58,942.00	-655.83	101 %
46000 Revenues & Interest						
46000	Revenues & Interest	75.09	545.50	127.00	-418.50	430 %
46006	IRWM Grants	0.00	160,299.81	177,750.00	17,450.19	90 %
46008	DWR Grants	0.00	0.00	250,000.00	250,000.00	0 %
46150	Miscellaneous Income	576.00	7,272.60	864.00	-6,408.60	842 %
46151	Refund/Adjustments	65.64	540.19	168.00	-372.19	322 %
46155	Will Serve Processing Fees	0.00	1,100.00	0.00	-1,100.00	** %
	Account Group Total:	716.73	169,758.10	428,909.00	259,150.90	40 %
	Fund Total:	82,708.04	1,249,637.55	1,360,723.00	111,085.45	92 %
50 WATER DEPARTMENT						
41000 Water Sales						
41000	Water Sales	93,412.43	868,826.99	859,010.00	-9,816.99	101 %
41001	Water Connection Fees	0.00	74,568.00	0.00	-74,568.00	** %
41005	Water Late Charges	0.00	14,097.23	8,768.00	-5,329.23	161 %
41010	Water Meter Fees	0.00	-2,300.51	-5,001.00	-2,700.49	46 %
	Account Group Total:	93,412.43	955,191.71	862,777.00	-92,414.71	111 %
46000 Revenues & Interest						
46000	Revenues & Interest	11.22	314.68	300.00	-14.68	105 %
46007	State/Federal Grants	8,407.42	38,312.48	0.00	-38,312.48	** %
46150	Miscellaneous Income	0.00	904.02	0.00	-904.02	** %
46151	Refund/Adjustments	65.64	521.93	435.00	-86.93	120 %
46155	Will Serve Processing Fees	0.00	1,100.00	0.00	-1,100.00	** %
	Account Group Total:	8,484.28	41,153.11	735.00	-40,418.11	*** %
	Fund Total:	101,896.71	996,344.82	863,512.00	-132,832.82	115 %
60 SOLID WASTE DEPARTMENT						
46000 Revenues & Interest						
46000	Revenues & Interest	4.13	13.29	4.00	-9.29	332 %
46005	Franchise Fees	3,835.68	35,092.65	32,323.00	-2,769.65	109 %
46151	Refund/Adjustments	0.00	10.23	0.00	-10.23	** %
	Account Group Total:	3,839.81	35,116.17	32,327.00	-2,789.17	109 %
	Fund Total:	3,839.81	35,116.17	32,327.00	-2,789.17	109 %
	Grand Total:	194,543.21	2,894,804.72	2,793,015.00	-101,789.72	104 %

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SAN MIGUEL COMMUNITY SERVICES DISTRICT
Statement of Revenue Budget vs Actuals
For the Accounting Period: 6 / 20

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Fund	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
20 FIRE PROTECTION DEPARTMENT	4,027.07	480,558.88	422,611.00	-57,947.88	114 %
30 STREET LIGHTING DEPARTMENT	2,071.58	133,147.30	113,842.00	-19,305.30	117 %
40 WASTEWATER DEPARTMENT	82,708.04	1,249,637.55	1,360,723.00	111,085.45	92 %
50 WATER DEPARTMENT	101,896.71	996,344.82	863,512.00	-132,832.82	115 %
60 SOLID WASTE DEPARTMENT	3,839.81	35,116.17	32,327.00	-2,789.17	109 %
Grand Total:	194,543.21	2,894,804.72	2,793,015.00	-101,789.72	104 %

SAN MIGUEL COMMUNITY SERVICES DISTRICT
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 6 / 20

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
20 FIRE PROTECTION DEPARTMENT							
62000 Fire							
62000 Fire							
	105 Salaries and Wages	9,637.21	102,467.10	123,337.00	123,337.00	20,869.90	83 %
	110 Payroll tax expense	0.00	0.00	28,000.00	0.00	0.00	0 %
	111 BOD Stipend	88.00	1,078.00	1,313.00	1,313.00	235.00	82 %
	115 Payroll Expenses	320.24	2,584.70	750.00	2,742.00	157.30	94 %
	120 Workers' Compensation	0.00	6,910.61	9,000.00	6,911.61	1.00	100 %
	121 Physicals	0.00	150.00	2,500.00	2,500.00	2,350.00	6 %
	125 Volunteer firefighter stipends	5,051.20	28,072.21	38,000.00	38,000.00	9,927.79	74 %
	135 Payroll Tax - FICA	484.67	1,671.19	0.00	2,000.00	328.81	84 %
	140 Payroll Tax - Medicare	136.60	1,707.12	0.00	1,700.00	-7.12	100 %
	155 Payroll Tax - SUI	1.35	1,291.88	0.00	400.00	-891.88	323 %
	205 Insurance - Health	359.42	4,344.26	4,944.00	4,944.00	599.74	88 %
	210 Insurance - Dental	0.00	0.00	400.00	400.00	400.00	0 %
	215 Insurance - Vision	0.00	0.00	100.00	100.00	100.00	0 %
	225 Retirement - PERS expense	57.60	4,219.18	6,836.00	6,836.00	2,616.82	62 %
	305 Operations and maintenance	3,550.05	6,762.96	6,000.00	6,000.00	-762.96	113 %
	310 Phone and fax expense	60.30	390.51	900.00	900.00	509.49	43 %
	315 Postage, shipping and freight	217.47	455.11	200.00	200.00	-255.11	228 %
	320 Printing and reproduction	137.93	233.45	300.00	300.00	66.55	78 %
	325 Professional svcs - Accounting	372.50	8,364.11	6,565.00	9,337.00	972.89	90 %
	326 Professional svcs - Engineering	1,500.00	1,500.00	0.00	0.00	-1,500.00	*** %
	327 Professional svcs - Legal (General)	0.00	8,946.59	14,225.00	14,225.00	5,278.41	63 %
	328 Insurance - prop and liability	0.00	12,751.34	13,100.00	12,963.00	211.66	98 %
	331 Professional Services - Legal	0.00	0.00	1,800.00	1,800.00	1,800.00	0 %
	334 Maintenance Agreements	185.00	2,198.71	4,320.00	4,320.00	2,121.29	51 %
	335 Meals - Reimbursement	500.94	500.94	600.00	600.00	99.06	83 %
	340 Meetings and conferences	0.00	1.25	500.00	500.00	498.75	0 %
	345 Mileage expense reimbursement	2.06	33.15	500.00	500.00	466.85	7 %
	350 Repairs and maint - computers	195.80	2,137.91	3,860.00	3,860.00	1,722.09	55 %
	351 Repairs and maint - equip	809.04	9,739.93	8,000.00	8,000.00	-1,739.93	122 %
	352 Repairs and maint - structures	0.00	89.67	1,000.00	1,000.00	910.33	9 %
	354 Repairs and maint - vehicles	4,652.61	22,506.02	15,000.00	15,000.00	-7,506.02	150 %
	370 Dispatch services (Fire)	0.00	8,963.00	11,000.00	8,963.00	0.00	100 %
	375 Internet expenses	209.96	1,248.07	1,400.00	1,400.00	151.93	89 %
	376 Webpage- Upgrade/Maint	44.00	528.00	525.00	525.00	-3.00	101 %
	380 Utilities - alarm service	0.00	10.20	165.00	165.00	154.80	6 %
	381 Utilities - electric	67.09	1,721.89	2,500.00	2,500.00	778.11	69 %
	382 Utilities - propane	0.00	327.83	500.00	500.00	172.17	66 %
	385 Dues and subscriptions	618.00	5,200.33	4,000.00	4,000.00	-1,200.33	130 %
	386 Education and training	0.00	2,334.86	6,000.00	6,000.00	3,665.14	39 %
	393 Advertising and public notices	181.78	376.22	500.00	500.00	123.78	75 %
	394 LAFCO Allocations	0.00	2,035.69	1,755.00	2,035.69	0.00	100 %
	395 Community Outreach	0.00	0.00	2,000.00	2,000.00	2,000.00	0 %
	405 Software	0.00	0.00	2,000.00	2,000.00	2,000.00	0 %
	410 Office Supplies	21.59	1,231.68	450.00	1,200.00	-31.68	103 %
	450 EMS supplies	270.98	10,882.16	3,000.00	11,809.00	926.84	92 %
	455 Fire Safety Gear & Equipment	0.00	2,300.50	3,000.00	3,000.00	699.50	77 %
	456 VFF Assistance Grant	0.00	0.00	40,000.00	0.00	0.00	0 %
	465 Cell phones, radios and pagers	54.30	565.35	605.00	605.00	39.65	93 %

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
20 FIRE PROTECTION DEPARTMENT							
	470 Communication equipment	1,403.48	2,349.07	5,000.00	5,000.00	2,650.93	47 %
	475 Computer supplies and upgrades	193.60	13,454.64	8,000.00	12,000.00	-1,454.64	112 %
	485 Fuel expense	773.07	3,909.27	6,500.00	6,500.00	2,590.73	60 %
	490 Small tools and equipment	0.00	466.90	2,000.00	2,000.00	1,533.10	23 %
	495 Uniform expense	636.27	2,260.34	3,000.00	3,000.00	739.66	75 %
	503 Weed Abatement Costs	4,866.00	4,866.00	9,000.00	9,000.00	4,134.00	54 %
	505 Fire Training Grounds	19.27	19.27	1,000.00	1,000.00	980.73	2 %
	510 Fire station addition	0.00	0.00	6,000.00	6,000.00	6,000.00	0 %
	710 County hazmat dues	0.00	2,000.00	2,000.00	2,000.00	0.00	100 %
	715 Licenses, permits and fees	0.00	0.00	800.00	800.00	800.00	0 %
	960 Property tax expense	0.00	210.62	215.00	215.00	0.00	100 %
	Account Total:	37,679.38	298,369.79	414,965.00	365,401.92	67,032.13	82 %
	Account Group Total:	37,679.38	298,369.79	414,965.00	365,401.92	67,032.13	82 %
70000	Transfer Out						
70000	Transfer Out						
	990 Retirement/Health Ins Liability	0.00	0.00	685.00	685.00	685.00	0 %
	Account Total:	0.00	0.00	685.00	685.00	685.00	0 %
	Account Group Total:	0.00	0.00	685.00	685.00	685.00	0 %
	Fund Total:	37,679.38	298,369.79	415,650.00	366,086.92	67,717.13	82 %
30 STREET LIGHTING DEPARTMENT							
63000	Lighting						
63000	Lighting						
	105 Salaries and Wages	829.54	10,786.51	11,000.00	11,000.00	213.49	98 %
	110 Payroll tax expense	0.00	0.00	2,000.00	0.00	0.00	0 %
	111 BOD Stipend	8.00	98.00	109.00	109.00	11.00	90 %
	115 Payroll Expenses	8.91	127.11	150.00	150.00	22.89	85 %
	120 Workers' Compensation	0.00	1.39	200.00	200.00	198.61	1 %
	135 Payroll Tax - FICA	0.46	19.06	0.00	30.00	10.94	64 %
	140 Payroll Tax - Medicare	11.94	154.38	0.00	150.00	-4.38	103 %
	155 Payroll Tax - SUI	0.11	104.09	0.00	0.00	-104.09	*** %
	165 Payroll Tax - FUTA	0.00	0.00	0.00	30.00	30.00	0 %
	205 Insurance - Health	94.58	936.14	1,212.00	1,212.00	275.86	77 %
	206 Insurance - CalPers Health Retiree	0.00	7.04	0.00	0.00	-7.04	*** %
	210 Insurance - Dental	0.00	0.00	150.00	150.00	150.00	0 %
	215 Insurance - Vision	0.00	0.00	100.00	100.00	100.00	0 %
	225 Retirement - PERS expense	0.00	485.28	650.00	650.00	164.72	75 %
	305 Operations and maintenance	7.85	18.78	2,000.00	2,000.00	1,981.22	1 %
	315 Postage, shipping and freight	4.49	17.01	0.00	15.00	-2.01	113 %
	320 Printing and reproduction	0.00	1.78	100.00	100.00	98.22	2 %
	325 Professional svcs - Accounting	33.25	759.76	544.00	800.00	40.24	95 %
	326 Professional svcs - Engineering	0.00	585.00	5,000.00	5,000.00	4,415.00	12 %
	327 Professional svcs - Legal (General)	0.00	812.55	1,179.00	1,179.00	366.45	69 %
	328 Insurance - prop and liability	0.00	448.51	450.00	363.97	-84.54	123 %
	331 Professional Services - Legal	0.00	0.00	900.00	900.00	900.00	0 %
	334 Maintenance Agreements	0.00	112.77	300.00	300.00	187.23	38 %

SAN MIGUEL COMMUNITY SERVICES DISTRICT
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 6 / 20

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
30 STREET LIGHTING DEPARTMENT							
340	Meetings and conferences	0.00	0.00	350.00	350.00	350.00	0 %
345	Mileage expense reimbursement	9.55	58.56	45.00	45.00	-13.56	130 %
350	Repairs and maint - computers	17.80	172.97	100.00	200.00	27.03	86 %
351	Repairs and maint - equip	179.11	944.83	1,000.00	1,000.00	55.17	94 %
353	Repairs & Maint- Infrastructure	2,672.84	4,075.35	24,000.00	24,000.00	19,924.65	17 %
376	Webpage- Upgrade/Maint	4.00	48.00	44.00	54.00	6.00	89 %
381	Utilities - electric	1,465.43	14,406.47	26,000.00	26,000.00	11,593.53	55 %
382	Utilities - propane	0.00	29.81	0.00	20.00	-9.81	149 %
385	Dues and subscriptions	0.00	243.05	300.00	300.00	56.95	81 %
386	Education and training	0.00	11.70	1,500.00	1,500.00	1,488.30	1 %
393	Advertising and public notices	0.00	1.20	500.00	500.00	498.80	0 %
394	LAFCO Allocations	0.00	339.28	293.00	339.28	0.00	100 %
410	Office Supplies	1.96	22.31	25.00	25.00	2.69	89 %
465	Cell phones, radios and pagers	5.64	64.69	75.00	75.00	10.31	86 %
475	Computer supplies and upgrades	17.62	18.22	200.00	200.00	181.78	9 %
485	Fuel expense	0.00	0.00	100.00	100.00	100.00	0 %
490	Small tools and equipment	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
715	Licenses, permits and fees	0.00	0.00	50.00	50.00	50.00	0 %
990	Retirement/Health Ins Liability	0.00	0.00	343.00	343.00	343.00	0 %
	Account Total:	5,373.08	35,911.60	81,969.00	80,540.25	44,628.65	45 %
	Account Group Total:	5,373.08	35,911.60	81,969.00	80,540.25	44,628.65	45 %
	Fund Total:	5,373.08	35,911.60	81,969.00	80,540.25	44,628.65	45 %
40 WASTEWATER DEPARTMENT							
64000 Sanitary							
64000 Sanitary							
105	Salaries and Wages	14,772.78	153,928.93	204,870.00	204,870.00	50,941.07	75 %
109	Stand-by Hours	1,000.25	12,309.83	7,500.00	7,500.00	-4,809.83	164 %
110	Payroll tax expense	0.00	0.00	12,903.00	0.00	0.00	0 %
111	BOD Stipend	144.00	1,764.00	2,190.00	2,190.00	426.00	81 %
115	Payroll Expenses	160.35	2,259.39	1,000.00	2,500.00	240.61	90 %
120	Workers' Compensation	0.00	7,393.96	6,500.00	7,393.96	0.00	100 %
121	Physicals	0.00	40.00	0.00	0.00	-40.00	*** %
135	Payroll Tax - FICA	8.54	309.58	0.00	400.00	90.42	77 %
140	Payroll Tax - Medicare	227.47	2,577.03	0.00	2,400.00	-177.03	107 %
155	Payroll Tax - SUI	2.13	1,654.90	0.00	0.00	-1,654.90	*** %
165	Payroll Tax - FUTA	0.00	0.00	0.00	400.00	400.00	0 %
205	Insurance - Health	1,823.74	19,861.68	34,800.00	34,800.00	14,938.32	57 %
206	Insurance - CalPers Health Retiree	114.90	1,215.35	600.00	1,050.00	-165.35	116 %
210	Insurance - Dental	0.00	0.00	1,200.00	1,200.00	1,200.00	0 %
215	Insurance - Vision	0.00	0.00	400.00	400.00	400.00	0 %
225	Retirement - PERS expense	182.40	8,671.57	19,000.00	17,500.00	8,828.43	50 %
305	Operations and maintenance	1,427.21	7,570.00	6,000.00	6,000.00	-1,570.00	126 %
310	Phone and fax expense	106.56	1,173.75	1,800.00	1,800.00	626.25	65 %
315	Postage, shipping and freight	696.13	3,353.91	4,000.00	4,000.00	646.09	84 %
320	Printing and reproduction	0.00	587.96	750.00	750.00	162.04	78 %
325	Professional svcs - Accounting	591.75	13,668.93	10,948.00	15,484.00	1,815.07	88 %

SAN MIGUEL COMMUNITY SERVICES DISTRICT
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For the Accounting Period: 6 / 20

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40 WASTEWATER DEPARTMENT							
326	Professional svcs - Engineering	4,982.50	13,037.50	12,000.00	12,000.00	-1,037.50	109 %
327	Professional svcs - Legal (General)	0.00	35,651.38	23,720.00	26,240.00	-9,411.38	136 %
328	Insurance - prop and liability	0.00	10,409.20	8,500.00	10,029.17	-380.03	104 %
329	New Hire Screening	0.00	0.00	100.00	100.00	100.00	0 %
330	Contract labor	0.00	325.00	5,000.00	5,000.00	4,675.00	7 %
331	Professional Services - Legal	0.00	3,640.00	20,250.00	10,500.00	6,860.00	35 %
334	Maintenance Agreements	36.14	5,083.38	6,600.00	9,600.00	4,516.62	53 %
335	Meals - Reimbursement	0.00	0.00	100.00	100.00	100.00	0 %
340	Meetings and conferences	0.00	0.00	5,000.00	5,000.00	5,000.00	0 %
345	Mileage expense reimbursement	101.13	673.91	912.00	912.00	238.09	74 %
350	Repairs and maint - computers	320.40	4,001.62	3,300.00	3,300.00	-701.62	121 %
351	Repairs and maint - equip	1,685.78	4,521.51	14,000.00	14,000.00	9,478.49	32 %
352	Repairs and maint - structures	0.00	0.00	1,500.00	1,500.00	1,500.00	0 %
353	Repairs & Maint- Infrastructure	0.00	2,006.53	3,000.00	3,000.00	993.47	67 %
354	Repairs and maint - vehicles	62.50	2,196.77	2,000.00	2,000.00	-196.77	110 %
355	Testing & Supplies (WWTP)	0.00	1,903.00	12,000.00	12,000.00	10,097.00	16 %
375	Internet expenses	344.79	2,372.57	1,400.00	2,200.00	-172.57	108 %
376	Webpage- Upgrade/Maint	72.00	864.00	876.00	876.00	12.00	99 %
380	Utilities - alarm service	53.80	635.50	700.00	700.00	64.50	91 %
381	Utilities - electric	12,979.46	54,519.58	70,000.00	70,000.00	15,480.42	78 %
382	Utilities - propane	0.00	536.44	1,000.00	1,000.00	463.56	54 %
383	Utilities - trash	51.99	623.88	700.00	700.00	76.12	89 %
385	Dues and subscriptions	0.00	3,168.17	3,000.00	3,000.00	-168.17	106 %
386	Education and training	367.00	2,922.53	4,000.00	4,000.00	1,077.47	73 %
393	Advertising and public notices	208.73	1,043.49	1,000.00	1,000.00	-43.49	104 %
394	LAFCO Allocations	0.00	2,035.69	1,755.00	2,035.69	0.00	100 %
395	Community Outreach	0.00	0.00	1,200.00	1,200.00	1,200.00	0 %
410	Office Supplies	35.33	555.10	1,000.00	1,000.00	444.90	56 %
459	Scada - Maintenance Fees	756.00	1,566.81	1,000.00	1,000.00	-566.81	157 %
465	Cell phones, radios and pagers	121.26	1,256.22	1,735.00	1,735.00	478.78	72 %
475	Computer supplies and upgrades	532.81	11,124.39	10,000.00	16,000.00	4,875.61	70 %
485	Fuel expense	551.51	3,581.70	5,000.00	5,000.00	1,418.30	72 %
490	Small tools and equipment	0.00	5,381.20	4,000.00	6,000.00	618.80	90 %
495	Uniform expense	747.30	1,719.83	1,000.00	1,000.00	-719.83	172 %
560	Sewer Line Repairs	0.00	0.00	10,000.00	10,000.00	10,000.00	0 %
570	Repairs, Maint. and Video Sewer Lines	0.00	0.00	500.00	500.00	500.00	0 %
581	WWTP Expansion	0.00	18,445.36	250,000.00	250,000.00	231,554.64	7 %
582	WWTP Plant Maintenance	300.00	34,009.96	12,000.00	29,236.78	-4,773.18	116 %
585	Sludge Removal Project	0.00	0.00	10,000.00	10,000.00	10,000.00	0 %
587	WWTF Final Design/ Construction	16,595.00	33,395.00	0.00	178,000.00	144,605.00	19 %
705	Waste Discharge Fees/Permits	0.00	21,392.00	20,000.00	20,000.00	-1,392.00	107 %
715	Licenses, permits and fees	1,494.00	2,558.00	1,000.00	1,000.00	-1,558.00	256 %
805	Refundable Water/Sewer/Hydrant	0.00	0.00	500.00	500.00	500.00	0 %
940	Bank service charges	0.00	17.50	0.00	50.00	32.50	35 %
960	Property tax expense	0.00	127.84	200.00	127.84	0.00	100 %
970	WWTF Long Term maintenance	0.00	0.00	100,000.00	100,000.00	100,000.00	0 %
990	Retirement/Health Ins Liability	0.00	0.00	7,707.00	7,707.00	7,707.00	0 %
	Account Total:	63,657.64	525,643.33	953,716.00	1,151,487.44	625,844.11	46 %
	Account Group Total:	63,657.64	525,643.33	953,716.00	1,151,487.44	625,844.11	46 %

SAN MIGUEL COMMUNITY SERVICES DISTRICT
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Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
Fund Total:		63,657.64	525,643.33	953,716.00	1,151,487.44	625,844.11	46 %
50 WATER DEPARTMENT							
65000 Water							
65000 Water							
	105 Salaries and Wages	16,984.34	173,205.66	213,252.00	213,252.00	40,046.34	81 %
	109 Stand-by Hours	1,000.25	12,309.82	7,500.00	7,500.00	-4,809.82	164 %
	110 Payroll tax expense	0.00	0.00	12,903.00	0.00	0.00	0 %
	111 BOD Stipend	152.00	1,862.00	2,279.00	2,279.00	417.00	82 %
	115 Payroll Expenses	169.26	2,380.62	1,000.00	2,500.00	119.38	95 %
	120 Workers' Compensation	0.00	5,762.13	6,100.00	5,762.00	-0.13	100 %
	121 Physicals	0.00	40.00	0.00	0.00	-40.00	*** %
	135 Payroll Tax - FICA	9.95	337.59	0.00	420.00	82.41	80 %
	140 Payroll Tax - Medicare	259.38	2,858.45	0.00	2,400.00	-458.45	119 %
	155 Payroll Tax - SUI	2.49	1,824.81	0.00	0.00	-1,824.81	*** %
	165 Payroll Tax - FUTA	0.00	0.00	0.00	420.00	420.00	0 %
	205 Insurance - Health	2,503.44	23,215.17	36,168.00	36,168.00	12,952.83	64 %
	206 Insurance - CalPers Health Retiree	114.90	1,215.30	600.00	1,050.00	-165.30	116 %
	210 Insurance - Dental	0.00	0.00	1,200.00	1,200.00	1,200.00	0 %
	215 Insurance - Vision	0.00	0.00	400.00	400.00	400.00	0 %
	225 Retirement - PERS expense	182.40	9,347.06	19,000.00	17,500.00	8,152.94	53 %
	305 Operations and maintenance	1,462.63	7,911.13	8,000.00	8,000.00	88.87	99 %
	310 Phone and fax expense	106.54	1,173.68	1,800.00	1,800.00	626.32	65 %
	315 Postage, shipping and freight	700.57	4,011.26	4,000.00	4,000.00	-11.26	100 %
	320 Printing and reproduction	0.00	589.74	1,000.00	1,000.00	410.26	59 %
	324 Professional Svcs- GSA-GSP	0.00	17,677.74	20,000.00	20,000.00	2,322.26	88 %
	325 Professional svcs - Accounting	631.75	14,435.44	11,396.00	16,448.00	2,012.56	88 %
	326 Professional svcs - Engineering	9,502.50	27,177.50	20,000.00	20,000.00	-7,177.50	136 %
	327 Professional svcs - Legal (General)	0.00	36,398.73	24,691.00	27,351.00	-9,047.73	133 %
	328 Insurance - prop and liability	0.00	15,789.70	14,414.00	15,943.17	153.47	99 %
	329 New Hire Screening	0.00	0.00	100.00	100.00	100.00	0 %
	330 Contract labor	0.00	325.00	5,000.00	5,000.00	4,675.00	7 %
	331 Professional Services - Legal	0.00	3,640.00	21,150.00	11,400.00	7,760.00	32 %
	332 Professional Services - Legal	0.00	33,591.66	100,000.00	100,000.00	66,408.34	34 %
	334 Maintenance Agreements	36.14	6,696.11	6,600.00	9,600.00	2,903.89	70 %
	335 Meals - Reimbursement	0.00	0.00	200.00	200.00	200.00	0 %
	340 Meetings and conferences	0.00	0.00	950.00	950.00	950.00	0 %
	345 Mileage expense reimbursement	110.61	979.64	1,000.00	1,000.00	20.36	98 %
	350 Repairs and maint - computers	338.20	4,124.59	3,300.00	3,300.00	-824.59	125 %
	351 Repairs and maint - equip	644.75	2,575.22	2,000.00	2,000.00	-575.22	129 %
	352 Repairs and maint - structures	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
	353 Repairs & Maint- Infrastructure	5,487.24	55,127.13	25,000.00	48,000.00	-7,127.13	115 %
	354 Repairs and maint - vehicles	62.50	2,055.10	2,000.00	2,000.00	-55.10	103 %
	356 Testing & Supplies - Well #3 (Water)	521.00	1,663.84	3,500.00	3,500.00	1,836.16	48 %
	357 Testing & Supplies - Well #4 (Water)	380.50	1,568.33	3,500.00	3,500.00	1,931.67	45 %
	358 Testing & Supplies- SLT Well (Water)	682.50	4,395.36	6,000.00	6,000.00	1,604.64	73 %
	359 Testing & Supplies-Other	2,716.00	5,937.00	6,000.00	6,000.00	63.00	99 %
	362 Cross-Connection Control Svcs.	155.90	691.50	1,000.00	1,000.00	308.50	69 %
	375 Internet expenses	209.96	1,248.14	1,400.00	1,400.00	151.86	89 %
	376 Webpage- Upgrade/Maint	76.00	912.00	912.00	912.00	0.00	100 %
	380 Utilities - alarm service	53.80	635.50	700.00	700.00	64.50	91 %

SAN MIGUEL COMMUNITY SERVICES DISTRICT
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Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
50 WATER DEPARTMENT							
	381 Utilities - electric	7,606.95	37,191.83	55,000.00	75,000.00	37,808.17	50 %
	382 Utilities - propane	0.00	566.21	1,000.00	1,000.00	433.79	57 %
	383 Utilities - trash	51.99	623.88	700.00	700.00	76.12	89 %
	385 Dues and subscriptions	0.00	3,024.20	2,600.00	3,000.00	-24.20	101 %
	386 Education and training	0.00	1,432.20	3,000.00	3,000.00	1,567.80	48 %
	393 Advertising and public notices	0.00	1,110.14	1,000.00	1,000.00	-110.14	111 %
	394 LAFCO Allocations	0.00	2,035.69	1,755.00	2,035.69	0.00	100 %
	395 Community Outreach	0.00	0.00	1,200.00	1,200.00	1,200.00	0 %
	410 Office Supplies	37.30	577.41	1,000.00	1,000.00	422.59	58 %
	459 Scada - Maintenance Fees	756.00	1,566.81	1,000.00	1,000.00	-566.81	157 %
	465 Cell phones, radios and pagers	131.34	1,386.07	1,828.00	1,828.00	441.93	76 %
	475 Computer supplies and upgrades	550.40	11,001.41	10,000.00	16,000.00	4,998.59	69 %
	481 Chemicals- Well #3	596.23	2,085.90	3,000.00	3,000.00	914.10	70 %
	482 Chemicals-Well #4	1,234.10	3,552.97	3,500.00	3,500.00	-52.97	102 %
	483 Chemicals-SLT Well	707.86	1,277.28	1,500.00	1,500.00	222.72	85 %
	485 Fuel expense	551.50	2,346.56	3,000.00	3,000.00	653.44	78 %
	490 Small tools and equipment	0.00	5,343.57	3,000.00	6,000.00	656.43	89 %
	495 Uniform expense	200.05	1,172.57	1,000.00	1,000.00	-172.57	117 %
	520 Water Main Valves Replacement	0.00	0.00	10,000.00	10,000.00	10,000.00	0 %
	525 Water meter replacement	1,147.08	8,327.78	15,000.00	18,200.00	9,872.22	46 %
	526 Development Meters	0.00	14,696.04	0.00	10,000.00	-4,696.04	147 %
	535 Water Lines Repairs	0.00	0.00	20,000.00	20,000.00	20,000.00	0 %
	605 USDA Loan Payment	0.00	0.00	20,000.00	20,000.00	20,000.00	0 %
	715 Licenses, permits and fees	406.70	3,500.50	6,500.00	6,500.00	2,999.50	54 %
	805 Refundable Water/Sewer/Hydrant	-14.81	-14.81	500.00	500.00	514.81	-3 %
	930 Interest Fees	0.00	25,762.98	50,000.00	50,000.00	24,237.02	52 %
	940 Bank service charges	2.92	78.31	0.00	0.00	-78.31	*** %
	990 Retirement/Health Ins Liability	0.00	0.00	8,050.00	8,050.00	8,050.00	0 %
	Account Total:	59,223.11	614,335.15	822,148.00	880,968.86	266,633.71	70 %
	Account Group Total:	59,223.11	614,335.15	822,148.00	880,968.86	266,633.71	70 %
	Fund Total:	59,223.11	614,335.15	822,148.00	880,968.86	266,633.71	70 %

60 SOLID WASTE DEPARTMENT

66000 SOLID WASTE

66000 SOLID WASTE

	105 Salaries and Wages	829.66	10,684.42	10,239.00	10,239.00	-445.42	104 %
	110 Payroll tax expense	0.00	0.00	800.00	0.00	0.00	0 %
	111 BOD Stipend	8.00	98.00	109.00	109.00	11.00	90 %
	115 Payroll Expenses	8.91	122.36	100.00	1,600.00	1,477.64	8 %
	120 Workers' Compensation	0.00	1.39	100.00	1.39	0.00	100 %
	135 Payroll Tax - FICA	0.45	19.26	0.00	40.00	20.74	48 %
	140 Payroll Tax - Medicare	12.02	216.25	0.00	175.00	-41.25	124 %
	155 Payroll Tax - SUI	0.12	40.76	0.00	0.00	-40.76	*** %
	165 Payroll Tax - FUTA	0.00	0.00	0.00	15.00	15.00	0 %
	205 Insurance - Health	99.22	982.50	1,164.00	1,164.00	181.50	84 %
	210 Insurance - Dental	0.00	0.00	100.00	100.00	100.00	0 %
	215 Insurance - Vision	0.00	0.00	100.00	100.00	100.00	0 %

SAN MIGUEL COMMUNITY SERVICES DISTRICT
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 6 / 20

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
60 SOLID WASTE DEPARTMENT							
	225 Retirement - PERS expense	0.00	487.20	200.00	675.00	187.80	72 %
	305 Operations and maintenance	7.85	18.79	2,000.00	2,000.00	1,981.21	1 %
	315 Postage, shipping and freight	4.50	17.04	500.00	500.00	482.96	3 %
	320 Printing and reproduction	0.00	1.78	500.00	500.00	498.22	0 %
	325 Professional svcs - Accounting	33.25	759.76	547.00	800.00	40.24	95 %
	327 Professional svcs - Legal (General)	0.00	911.13	1,185.00	1,185.00	273.87	77 %
	328 Insurance - prop and liability	0.00	363.98	100.00	363.69	-0.29	100 %
	331 Professional Services - Legal	0.00	0.00	900.00	900.00	900.00	0 %
	334 Maintenance Agreements	0.00	112.77	300.00	300.00	187.23	38 %
	340 Meetings and conferences	0.00	0.00	200.00	200.00	200.00	0 %
	345 Mileage expense reimbursement	9.83	63.01	46.00	46.00	-17.01	137 %
	350 Repairs and maint - computers	17.80	172.98	100.00	100.00	-72.98	173 %
	351 Repairs and maint - equip	0.00	488.00	0.00	0.00	-488.00	*** %
	376 Webpage- Upgrade/Maint	4.00	48.00	44.00	44.00	-4.00	109 %
	382 Utilities - propane	0.00	29.81	0.00	0.00	-29.81	*** %
	384 Trash Recepticles	0.00	0.00	2,000.00	2,000.00	2,000.00	0 %
	385 Dues and subscriptions	0.00	243.05	50.00	200.00	-43.05	122 %
	386 Education and training	0.00	11.70	500.00	500.00	488.30	2 %
	393 Advertising and public notices	245.75	246.95	500.00	500.00	253.05	49 %
	394 LAFCO Allocations	0.00	339.28	293.00	339.28	0.00	100 %
	395 Community Outreach	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
	410 Office Supplies	1.97	22.32	25.00	25.00	2.68	89 %
	465 Cell phones, radios and pagers	5.88	67.02	77.00	77.00	9.98	87 %
	475 Computer supplies and upgrades	17.60	18.20	200.00	200.00	181.80	9 %
	990 Retirement/Health Ins Liability	0.00	0.00	343.00	343.00	343.00	0 %
	Account Total:	1,306.81	16,587.71	24,322.00	26,341.36	9,753.65	63 %
	Account Group Total:	1,306.81	16,587.71	24,322.00	26,341.36	9,753.65	63 %
	Fund Total:	1,306.81	16,587.71	24,322.00	26,341.36	9,753.65	63 %
	Grand Total:	167,240.02	1,490,847.58	2,297,805.00	2,505,424.83	1,014,577.25	60 %

SAN MIGUEL COMMUNITY SERVICES DISTRICT
Cash Report
For the Accounting Period: 6/20

Fund/Account	Beginning Balance	Received	Transfers In	Disbursed	Transfers Out	Ending Balance
20 FIRE PROTECTION DEPARTMENT						
10200 Operating Cash - Premier	422,973.20	3,986.67	0.00	6,077.35	29,612.33	391,270.19
10250 Pac Premier - Payroll	1,696.91	6,077.35	11,076.00	15,063.78	2,063.53	1,722.95
10340 Pac Premier Operational Reserve	187,989.85	12.46	0.00	0.00	0.00	188,002.31
10350 Pac Premier- Capital Reserve	265,871.21	27.94	0.00	0.00	0.00	265,899.15
Total Fund	878,531.17	10,104.42	11,076.00	21,141.13	31,675.86	846,894.60
30 STREET LIGHTING DEPARTMENT						
10200 Operating Cash - Premier	308,280.58	798.62	0.00	208,988.91	6,684.90	93,405.39
10250 Pac Premier - Payroll	-4.69	8.91	1,156.07	750.57	410.10	-0.38
10340 Pac Premier Operational Reserve	41,020.46	108,989.94	0.00	0.00	0.00	150,010.40
10350 Pac Premier- Capital Reserve	70,207.31	100,017.88	0.00	0.00	0.00	170,225.19
10460 Cantella & Co. Investment Acct.	158,611.82	1,245.14	0.00	0.00	0.00	159,856.96
Total Fund	578,115.48	211,060.49	1,156.07	209,739.48	7,095.00	573,497.56
40 WASTEWATER DEPARTMENT						
10200 Operating Cash - Premier	615,225.73	83,485.47	5,479.38	400,250.12	155,723.75	148,216.71
10250 Pac Premier - Payroll	2,484.77	160.35	21,959.04	14,502.54	6,921.67	3,179.95
10260 Pac Western Bank --Long Term	15,009.09	85,000.32	0.00	0.00	0.00	100,009.41
10340 Pac Premier Operational Reserve	0.00	180,011.93	0.00	0.00	0.00	180,011.93
10350 Pac Premier- Capital Reserve	378,067.67	220,062.84	0.00	0.00	0.00	598,130.51
Total Fund	1,010,787.26	568,720.91	27,438.42	414,752.66	162,645.42	1,029,548.51
50 WATER DEPARTMENT						
10150 Cash in SLO County	75,215.66	0.00	0.00	0.00	0.00	75,215.66
10200 Operating Cash - Premier	98,385.62	87,995.80	0.00	25,179.41	73,826.07	87,375.94
10250 Pac Premier - Payroll	67.26	169.26	23,171.08	16,420.17	9,191.12	-2,203.69
10340 Pac Premier Operational Reserve	73.71	25,001.66	0.00	0.00	0.00	25,075.37
10350 Pac Premier- Capital Reserve	64,899.85	6.82	0.00	0.00	0.00	64,906.67
10400 HOB - USDA Reserve	66,956.89	2.74	0.00	0.00	0.00	66,959.63
Total Fund	305,598.99	113,176.28	23,171.08	41,599.58	83,017.19	317,329.58
60 SOLID WASTE DEPARTMENT						
10200 Operating Cash - Premier	112,228.68	3,835.68	0.00	50,008.91	1,531.16	64,524.29
10250 Pac Premier - Payroll	286.80	8.91	1,157.68	750.88	420.12	282.39
10340 Pac Premier Operational Reserve	12,170.11	50,004.12	0.00	0.00	0.00	62,174.23
10350 Pac Premier- Capital Reserve	49.97	0.01	0.00	0.00	0.00	49.98
Total Fund	124,735.56	53,848.72	1,157.68	50,759.79	1,951.28	127,030.89
73 CLAIMS CLEARING FUND						
10200 Operating Cash - Premier	453.24	0.00	203,378.96	52,075.27	0.00	151,756.93
10250 Pac Premier - Payroll	0.00	0.00	19,006.54	19,006.54	0.00	0.00
Total Fund	453.24	0.00	222,385.50	71,081.81	0.00	151,756.93
Totals	2,898,221.70	956,910.82	286,384.75	809,074.45	286,384.75	3,046,058.07

*** Transfers In and Transfers Out columns should match. There are a couple exceptions to this: 1) Canceled Electronic Checks and 2) Payroll Journal Vouchers that include local deductions set up with receipt accounting. Please see cash reconciliation procedure in manual or call for more details.



San Miguel Community Services District

Board of Directors Staff Report

July 23rd, 2020

AGENDA ITEM: XI-2

SUBJECT:

Authorizing the Interim General Manager to enter into a contract for Accounting Services.

RECOMMENDATION:

Authorize the General Manager to enter into an agreement with Coblenz-Biehle & Cramer for District Accounting Services per (RFP) request for proposal.

DISCUSSION:

District Staff reviewed the Financials for the past few years and has recognized the challenges the District has faced with documentation and compliance.

The staff has determined it is in the District's best interest to have an outside independent opinion to ensure the quality of the compliance.

The proposal of services focused on,

- Assist with the annual Financial Audit Preparation.
- A quarterly and annual review of the Billing, Payroll, and Financial Records for accuracy and compliance.
- Assist with performing the Annual Payroll Tax Analysis.
- Available to consult on isolated financial issues.

Each one of the services has a set amount of hourly commitment time that would be budgeted. Any services required beyond the service time agreement would require the General Manager's approval with the Board of Director's acknowledgment.

15 RFP's were sent out to local CPAs on June 29th and the RFP's had to be returned to the district by 04:00 pm on July 15th. We received only one response to provide services. Two responds stating they would not be a good fit for this service, and one responded with questions and never responded to the answers to the questions.

Coblentz-Biehle & Cramer is the only firm that responded to the RFP with a request to provide service. They have work on audit preparation and account and payroll tax reconciliations for the district for the past few years.

I request that the Board of Directors Authorize the Interim General Manager to enter into an agreement with Coblentz-Biehle & Cramer for the Districts Accounting Services.

FISCAL IMPACT:

The RFP outlined 50 hours annually for the requested proposal for services. Coblentz-Biehle & Cramer responded with a proposal of \$150 an hour billed in increments of 1/10th of an hour for all work performed that is defined in the RFP. This proposal would be an annual cost of \$7500 for the work described in the RFP. Any other work requested will be performed at their normal billing rates that range from \$150 - \$465/hr. Any work outside the scope defined in section 3 will be agreed upon both as to the scope and expected cost prior to starting the work.

PREPARED BY:

Robert Roberson

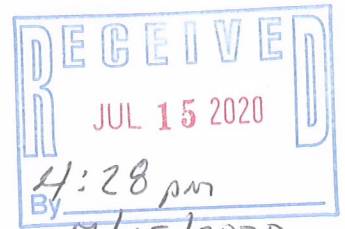
Rob Roberson, Interim General Manager/Fire Chief

Attachments:

1. Proposal from Coblentz-Biehle & Cramer



Coblentz-Biehle & Cramer
Certified Public Accountants



July 1, 2020

REQUEST FOR PROPOSAL

Accounting Consult Services

San Miguel Community Services District
Attention: Tamara Parent, District Board Clerk/Accounts Manager
1150 Mission Street
San Miguel, California 93451

By *[Signature]*
7/15/2020

Delivered in person on Wednesday July 1, 2020 with a PDF version being emailed to Tamara Parent at tamara.parent@sanmiguelcsd.org

Proposal Element, Proponent Requirement:

1a) The firm in its present format (Coblentz-Biehle & Cramer, LLP, CPAs) has been in business since January 1, 2015. This business is a continuation of business for "Keith B. Cramer, CPA a Professional Corporation" that was established in January of 1998. The name change was necessitated with the addition of a partner. 22 years in business

1b) The firm is legally formed as a Limited Liability Partnership (LLP) in the State of California and licensed by the California State Board of Accountancy

1c) The firm is headquartered in Paso Robles, California – 10.5 miles from San Miguel, California

2b) The partner signing this document, Keith B. Cramer, CPA, Founding Partner, certifies that he has the authority to submit this proposal.

3) This Request for Proposal (RFP) incorporates all the services to be provided as defined in paragraph 3.

7a):

Coblentz-Biehle & Cramer, LLP, CPAs

Formed as a Limited Liability Partnership in the state of California (#202015003001)

Mailing address: PO Box 2944, Paso Robles, California 93447-2944

Primary office physical address: 1400 Railroad, Suite # 106, Paso Robles, CA 93446

Contact person for this proposal process: Keith B. Cramer, CPA, Founding Partner, (805) 239-4141, Keith@CBCLLP.com, FAX # (805) 239-7972

Personnel providing the services as defined in Section 3:

Darcia A. Stebbens, CPA – CV attached

Keith B. Cramer, CPA, CV attached

7b) This firm was founded in January 1998. We specialize in complex tax planning and compliance work as well as accounting work for clients requiring a higher level of technical expertise in both disciplines. We work with clients across the country as well as internationally. All of our employees and partners are either Certified Public Accountants (CPAs) or CPA Candidates with the exception of clerical staff. A second area of practice making up approximately 35% of our business that that of fiduciary work where we act as trustees, executors, conservators for courts and private individuals here in the State of California. The fiduciary work necessitates that we work as expert witnesses and are recognized as experts in multiple jurisdictions across the state.

The proposed engagement personnel have had extensive past experience over the years in government work both as auditors, accountants and tax compliance accountants. While this is not our primary practice area government accounting and compliance are well within our comfort zone.

We are a small enough firm to deliver personal service at a higher than normal level of expertise. We would be considered at the opposite end of a local bookkeeping firm.

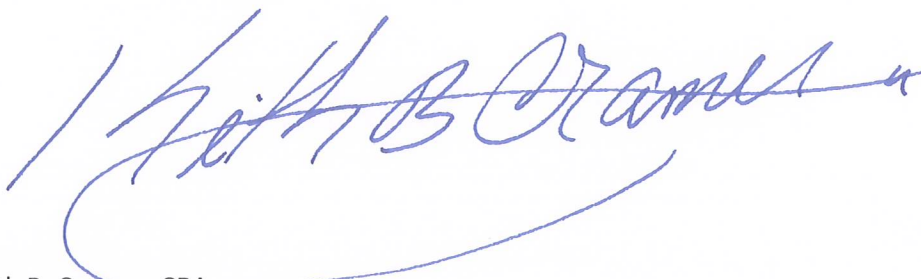
There is no known conflict of interest with any individuals at the San Miguel Community Services District and we follow all professional guidelines for avoiding conflict of interest situations promulgated by The California State Board of Accountancy, The California Society of CPAs, the California Professional Fiduciary Board and all of the courts where we act as expert witnesses.

You can contact at any time either Keith Cramer, CPA or Darcia Stebbens, CPA with question, concerns or directions.

All services are to be provided at the rate of \$150.00/hr. billed in increments of 1/10th of an hour for all work performed that are defined in Section 3. Any other work requested will be performed at our normal billing rates that range from \$150/hr. to \$465/hr. Any work outside the scope defined in Section 3 will be agreed upon both as to scope and expected cost prior to starting the work.

The complete RFP (attached) is incorporated into this agreement in its entirety.

Thank you and best regards,



Keith B. Cramer, CPA
Founding Partner

Attachment A:

San Miguel Community Services District
Accounting Consult Services
RFP

Proposal Certification Form (must be returned with bid)

Proposal Submitted By:

Keith B. Cramer, CPA

Firm or Entity Name: Coblenz-Biehle + Cramer, CPAs

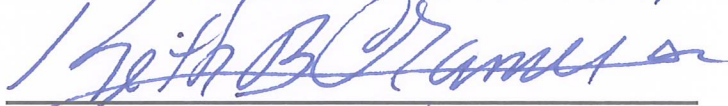
Address: P.O. Box 2944

City, State & Zip Code: Paso Robles, CA 93447-2944

Telephone Number / Fax Number: Phone (805) 239-4141
FAX (805) 239-7972

Email: Keith@CBCCLP.com

Type or print name of the representative: Keith B. Cramer, CPA

Signature of Representative: 

Date: Wednesday July 1, 2020

CURRICULUM VITAE

Darcia A. Stebbens, CPA
5290 Overpass Rd., Suite #213
Santa Barbara, CA 93111
dstebbens@verizon.net
805.452.4544

Professional Work Experience:

Sole Proprietor/Certified Public Accountant: Darcia A. Stebbens, CPA, located in Santa Barbara, California. Full service tax and accounting practice (individuals, partnerships, LLCs, corporations, trusts and exempt organizations), and forensic accounting/litigation support services. Specializing in tax preparation for family groups with related entities and complex transactions. Interest in aviation taxation. Especially enjoy working with clients to improve and simplify their accounting function. Past forensic accounting cases include family law, divorce and related tax issues, allegations of embezzlement, breach of fiduciary duties, accounts receivable and overbilling schemes. October 2014 to present.

Self-Employed Certified Public Accountant: Enrico & Associates, a CPA firm in Montecito, California. Maintained full service tax practice, prepared financial statements, trust accountings, and forensic/litigation support services. Consulting consisted of forensic accounting services, on-site or remote controllership functions, QuickBooks, Sage or other general ledger work, bank and intercompany account reconciliations, improving processes and internal controls. December 2008 to December 2013 (Shared offices with Palius & O'Kelley, CPAs from January to September 2014 prior to opening my own firm.)

Certified Public Accountant/Tax Manager: Damitz, Brooks, Nightingale, Turner & Morrisset, a CPA firm in Santa Barbara, California. Major responsibilities included: corporate, partnership/LLC, individual and fiduciary income tax review and preparation, financial statement audits, reviews and compilations, tax research, litigation support, and complex general ledger analysis. December 1990 – June 1996 and March 1998 – December 2008.

Adjunct Professor: Westmont College in Santa Barbara, California. Instructor for upper division business classes of Intermediate Accounting and Individual Income Tax. September 1998 to December 2002.

Accounting Manager: Frost & Sullivan, a Mountain View, California based international market research and consulting firm. Responsibilities included monthly financial statement preparation and consolidation for various international offices, annual budget and coordination with Ernst & Young for annual tax return preparation. Managed accounting and human resources staff of eight. August 1996 – February 1998.

Vice President/Controller: Pinnacle Communications, Inc., dba KTMS/KHTY, local Santa Barbara radio stations, involved in all key financial decisions; responsible for financial statement preparation, general ledger reconciliation, accounts receivable, accounts payable, annual budget preparation, payroll and human resources. Supervised a staff of three. August 1988 – August 1990.

Accounting Supervisor: KEYT-TV, a Santa Barbara television station/ABC affiliate, performed various accounting functions including general ledger reconciliation, accounts receivable, billing, bank reconciliation, payroll, commissions, and personnel administration. Supervised accounts payable. September 1986 – August 1988.

Certifications, Associations and Education:

CPA, Licensed in California

CGMA, Certified Global Management Accountant

Cal Society of CPAs, Education Foundation Trustee and Past President of Channel Counties Chapter

Australian Cattle Dog Rescue, Inc., Treasurer

The Field of Champions and HAPCO Soccer (local non-profits), past Treasurer

American Institute of CPAs, member

Association of Certified Fraud Examiners, member

Aircraft Owner's and Pilot's Association (AOPA), member

United States Tennis Association (USTA), member

University of California, Santa Barbara Extension, Certificate in Accounting

Westmont College, B.A., Economics and Business, Santa Barbara, California

Publication:

The Tax Advisor, November 1, 2007 "New Proposed Regs. Clarify Tax Deductible Entertainment Use of Private Aircraft" (with Ora Pressey, CPA and Jim Koopmans, CPA)

CIRRICULUM VITAE

Keith B. Cramer, CPA

EXPERIENCE

Keith B. Cramer, CPA, Offices in Paso Robles and Walnut Creek California
Owner and Sole Shareholder – Cramer & Company, CPAs, A Professional Corp.
Founding Partner - Coblenz-Biehle & Cramer, CPA's LLP

Providing comprehensive tax planning and compliance services to individuals and closely held businesses. Provide audit representation with tax authorities and litigation support as required. Licensed Professional Fiduciary serving as trustee, conservator, etc. Litigation Support & Forensic Accounting Services.

Eckhoff Accountancy Corporation, San Rafael, California
Tax Professional, Litigation Support

Provided tax advice and compliance services to closely held businesses and their owners. Provide forensic accounting work for litigation support.

Grant Thornton International, Stockton, California
Auditor, Tax Accountant

EDUCATION

BA Accounting, California State University Fullerton,
 MS Tax Program, Golden Gate University (in process)
 Certified Valuation Analyst (CVA) - past

CREDENTIALS MEMBERSHIPS

Certified Public Accountant, California (5/92)
 Registered Representative – Series 7 and California Insurance License (past)
 Member American Institute of Certified Public Accountants (9/92)
 Member Professional Fiduciary Association of California (PFAC)(past)
 National Assoc. of Certified Valuation Analysts (past)
 Professional Fiduciary, Registered with Contra Costa County
 Professional Fiduciary, Registered with Alameda County
 Professional Fiduciary, Registered with San Luis Obispo County
 Professional Fiduciary, Registered with the State of California
 Licensed California Professional Fiduciary (2008)

PROFESSIONAL REFERENCES

Mr. John Gardner, Attorney at Law, Senior Partner
 Carroll, Burdick & McDonough, Walnut Creek, California

Mr. Scott Poling, Attorney at Law
 Law Offices of Poling & Poling, Attorneys at Law, Martinez, California

Ms. Nataly DiCortasso, Attorney at Law
 Law Offices of Cherie T. Davis, Livermore, California

AUTHORITATIVE TEXT, ARTICLES AND LECTURES

401(k) Practice Guide - wrote part of the AICPA guide while a national committee member of the Employee Benefits Taxation Committee.

FORENSIC EXPERIENCE

Family law litigation support, valuation support of businesses, recognized expert in San Diego County, recognized expert Contra Costa County, recognized expert in San Luis Obispo County. Forensic accountant. Specific cases available upon request



San Miguel Community Services District

Staff Report

DATE: July 23rd, 2020

ITEM: XI – 3

SUBJECT: Review and Authorize the General manger to enter into a franchise agreement with San Miguel Garbage to provide Solid Waste and Recycling services within the District boundaries.

RECOMMENDATION:

After public comment and Board discussion Staff request that the Board of Directors authorize the General Manager to enter into a franchise agreement with San Miguel Garbage to provide Solid Waste and Recycling services within the District boundaries for the term of fifteen years with a one-time five-year extension.

DISCUSSION:

The existing solid waste contract with San Miguel Garbage Company was adopted on August 9, 2004, by the San Miguel Community Services District Board of Directors.

The term of this agreement was for Fifteen years with 3 one-year extensions if necessary. After reviewing the current market and the District adopting a new Solid Waste Ordinance in June of 2020, San Miguel Garbage requested a change to any future agreement term to be 15 years with a one-time 5-year extension. This request was made due to the cost of operations and the ability to stay in compliance with regulations and meet the commitment to operations within the time frame of the agreement. The cost of operations to maintain compliance for only one year is cost prohibited.

In June 2020, the Board adopted a new solid waste ordinance. Included in the ordinance, were requirements to establish a clear policy to address all activities related to the operation of the District's solid waste and recycling system. In addition, the new solid waste ordinance the District has drafted the Solid Waste and Recycling Regulations ("District solid waste Code") to address the District's policies and procedures associated with will serve letters; temporary construction activities; charges related to the District's Solid Waste fees and Recycling system; and provisions to enforce the District's Solid Waste code.

Staff request that the Board of Directors authorize the General Manager to enter into a franchise agreement with San Miguel Garbage to provide Solid Waste and Recycling services within the District boundaries for the term of fifteen years with a one-time five-year extension.

FISCAL IMPACT:

With this agreement, Franchisee shall pay the District eight percent (8%) of Franchisee's gross revenues for the collection and disposal of solid waste within the District. There is no added cost to the district.

Prepared By:

Rob Roberson

Interim General Manager / Fire Chief

Attachments:

Franchise Agreement

**FRANCHISE AGREEMENT
BETWEEN
THE SAN MIGUEL COMMUNITY SERVICES DISTRICT
AND
SAN MIGUEL GARBAGE COMPANY**

For Collection, Diversion, and Disposal of Solid Waste
Within the San Miguel Community Services District

This Agreement is made and entered into as of the _____ day of _____, 2020, in the State of California by and between the San Miguel Community Services District, a Community Services District duly organized and existing pursuant to the Constitution and laws of the State of California (hereinafter the "District") and San Miguel Garbage Company, a California corporation (hereafter referred to as the "Franchisee").

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

1. The Legislature of the State of California, by an enactment of California Integrated Waste Management Act of 1989, Division 30 of the California Public Resources Code, commencing with Section 40000 (CIWMA), declares that it is within the public interest to authorize and require local agencies to make adequate provisions for solid waste handling within their jurisdictions; and
2. The District may be required to increase diversion from the landfill to include reduction of organic food waste pursuant to legislative action of the State of California (California Health & Safety Code Section 42652); and
3. The District has authority to grant a franchise for collection, diversion, and disposal of solid waste within the San Miguel Community Services District Service Area; and
4. The District Board has determined that solid waste, including discards from residential and non-residential properties, must be regulated to protect public health, safety, and welfare; to conserve landfill disposal capacity; and to develop and maintain effective resource management programs; and
5. The District Board has determined that all occupied developed properties in the District, not otherwise exempt, must participate in the District's solid waste collection and disposal service; and
6. The District Board has determined that an exclusive franchise granted to a private company is the most effective and efficient way to collect and remove solid waste within the District; and

7. The District Board has determined that the Franchisee can provide needed solid waste services, based, in part, upon the Franchisee's demonstrated ability to provide efficient, cost-effective services to District residents; and
9. Franchisee is responsible for arranging for solid waste collection and disposal service, and for selecting an appropriate destination for collected solid waste; and
10. This Agreement has been developed by and is satisfactory to the parties.

NOW, THEREFORE, for and in consideration of the mutual promises herein contained, it is hereby agreed by and between the District and Franchisee as follows:

ARTICLE 1. DEFINITIONS

For purposes of this Agreement, unless a different meaning is clearly required, the following terms shall have the following meanings:

1.1 "AB 939" means the California Integrated Waste Management Act of 1989, as it may be amended from time to time.

1.2 "Affiliate" means all businesses (including corporations, limited and general partnerships, and sole proprietorships) which are directly or indirectly related to Franchisee by virtue of a common ownership interest or common management, which shall be deemed to be "affiliated with" Franchisee and included within the term "affiliate" as used herein. Affiliate shall include a business in which Franchisee owns a direct or indirect ownership interest, a business which has a direct or indirect ownership interest in Franchisee and/or a business which is also owned, controlled or managed by any business or individual which has a direct or indirect ownership interest in Franchisee. For purposes of determining whether an indirect ownership exists, the constructive ownership provisions of Section 318(a) of the Internal Revenue Code of 1986, as in effect the date of this Agreement, shall apply; provided, however, that (i) "ten percent (10%)" shall be substituted for "fifty percent (50%)" in Section 318(a)(2)(C) and in Section 318(a)(3)(C) thereof; and (ii) Section 318(a)(5)(C) shall be disregarded. For purposes of determining ownership under this Section and constructive or indirect ownership under Section 318(a), ownership interest of less than ten percent (10%) shall be disregarded and percentage interests shall be determined on the basis of the percentage of voting interest or value which the ownership interest represents, whichever is greater.

1.3 "Agreement" means this agreement between the District and Franchisee for arranging for the collection, diversion, and disposal of solid waste, and collection and any future amendments to this Agreement.

- 1.4 "Arranger"** means any person that arranges for the collection, diversion, transfer, burning, disposal, or processing of any solid waste.
- 1.5 "Bulky Waste"** means discarded, large household appliances, furniture, tires, carpets, mattresses, and similar large items which require special handling due to their size, but which can be collected without the assistance of special loading equipment (such as forklifts or cranes) and without violating vehicle load limits. It does not include abandoned automobiles.
- 1.6 "CERCLA"** means the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, et seq.
- 1.7 "District"** means the San Miguel Community Services District, a California special district, and all the territory lying within the service boundaries of the District as presently existing or as such boundaries as may be modified during the term of this Agreement.
- 1.8 "Collect" or "Collection"** means to take physical possession of, transport, and remove solid waste within and from the District.
- 1.9 "Commercial and Industrial Property"** means property upon which business activity is conducted, including, but not limited to, retail sales, services, wholesale operations, manufacturing, and industrial operations, but excluding businesses conducted upon residential properties which are permitted under applicable zoning regulations and are not the primary use of the property.
- 1.10 "Construction Debris"** means used or discarded construction materials removed from a premise during the construction, repair, or renovation of a structure.
- 1.11 "Container"** means any bin, vessel, can or receptacle used for collecting and storing solid waste before removal.
- 1.12 "Demolition Debris"** means used construction materials removed from a premise during the razing or renovation of a structure.
- 1.13 "Designated Collection Location"** means the place where an authorized recycling agent or a solid waste collector has contracted with either the District or a private entity to collect solid waste.
- 1.14 "Disposal Site(s)"** means any properly licensed and permitted solid waste facility or facilities arranged by Franchisee after consultation with District for the ultimate disposal of solid waste collected by Franchisee.
- 1.15 "Designated Processing Facility"** means any properly licensed and permitted

plant or site used for the purpose of sorting, cleansing, treating, reconstituting, processing, and marketing recyclable materials, which has been arranged by Franchisee after consultation with District.

1.16 "Disposal" means the ultimate disposition of solid waste collected by Franchisee at a landfill in full regulatory compliance or other fully permitted disposal site.

1.17 "Facility" means any plant or site, owned or leased and maintained and/or operated or used by Franchisee for purposes of performing under this Agreement.

1.18 "Food Waste" means wastes derived from pre- and post-processed plants and animals (excluding those wastes generated at rendering facilities) for the explicit creation of foods for human and/or animal consumption. This includes, but may not be limited to, those foods and scraps processed or produced at restaurants, hospitals, food distributors, schools, and residences.

1.19 "Franchise" means the special right granted by the San Miguel Community Services District to operate a solid waste collection company providing such services within the District.

1.20 "Franchisee" means San Miguel Garbage Company, a corporation organized and operating under the laws of the State of California, and its officers, directors, employees, and agents.

1.21 "Full Regulatory Compliance" means compliance with all applicable permits for a facility and with other applicable regulations such that the Franchisee will at all times maintain the ability to fully comply with its obligations under this Agreement.

1.22 "Green Waste" or "Greenwaste" means tree trimmings, grass cuttings, dead plants, leaves, branches, and dead trees (no more than six (6) inches in diameter) and similar materials generated at the premises.

1.23 "Gross Revenues" means the sum of the cash receipts derived by Franchisee from customer billings for solid waste collection services provided in the District.

1.24 "Hazardous Waste" is as defined in California Health and Safety Code Section 25117 and California Public Resource Code Section 40141. For the purposes of this Agreement, however, hazardous waste shall not include household hazardous waste which may be contained in solid waste.

1.25 "Household Hazardous Waste" means hazardous waste generated at residential premises.

1.26 "Interruption of Service" means (a) any period during which Franchisee's operations are diminished or discontinued by circumstances beyond its control, or (b) any

period during which operations are diminished or discontinued as a result of any breach of the Agreement by Franchisee or (c) any period after the District has terminated the franchise and until the District can reasonably acquire other suitable service and/or enter into a new franchise agreement.

1.27 "Materials Recovery Facility" means a permitted facility where solid wastes are sorted or separated for the purposes of recycling or reuse.

1.28 "Medical Waste" means biohazardous waste, sharp wastes, waste which is generated or produced as a result of the diagnosis, treatment or immunization of human beings or animals, in research pertaining thereto, or in the production or testing of biological products, pursuant to California Health and Safety Code Section 25023.2.

1.29 "Multi-Family Dwelling Unit" means any premises, other than a single-family dwelling unit, used for residential purposes, irrespective of whether residence therein is transient, temporary, or permanent.

1.30 "Person" means any individual, firm, association, organization, partnership, corporation, business trust, joint venture business entity, the United States, the State of California, the County of San Luis Obispo, local agencies, and special purpose districts.

1.31 "Premises" means any land or building where solid waste is generated or accumulated.

1.32 "Recyclable Materials" means residential and non-residential by-products or discards of economic value which include, but are not limited to, aluminum, glass, paper, plastic, metal, food waste, and green or woody debris.

1.33 "Related Party Entity" means any affiliated entity which has financial transactions with the Franchisee.

1.34 "Residential Property" means property used for residential purposes, irrespective of whether such dwelling units are rental units or are owner-occupied, and includes both single-family and multi-family dwelling units.

1.35 "Rubbish" means all waste wood, wood products, printed materials, paper, pasteboard, rags, straw, used and discarded clothing, packaging materials, ashes, floor sweepings, glass and other materials not included in the definition of garbage, hazardous substance, or recyclable materials.

1.36 "Single Family Dwelling Unit" means each premises used for or designated as a single-family residential dwelling, including each unit of a duplex or triplex in all cases in which there is separate or individual solid waste collection service.

1.37 "Solid Waste" means all putrescible and non-putrescible residential refuse, commercial solid waste, institutional solid waste, garbage, recyclable materials, yard waste, construction and demolition debris, green waste and rubbish, and as otherwise defined in California Public Resources Code Section 40191.

1.38 "Term" means the term of the Agreement, as provided for in Article 3.

1.39 "Waste Generator" means any person as defined by the Public Resources Code, whose act or process produced solid waste as defined in the Public Resources Code, or whose act first causes solid waste to become subject to regulation.

ARTICLE 2. REPRESENTATIONS AND WARRANTIES OF THE FRANCHISEE

2.1 Corporate Status

Franchisee is a corporation duly organized, validly existing and in good standing under the laws of the State of California. It is qualified to transact business in the State of California and has the corporate power to own its properties and to carry on its business as now owned and operated and as required by this Agreement.

2.2 Corporate Authorization

Franchisee has the authority to enter into and perform its obligations under this Agreement. The Board of Directors of Franchisee (or shareholders if necessary) has taken all actions required by law, its articles of incorporation, its bylaws, or otherwise to authorize the execution of this Agreement. The persons signing this Agreement on behalf of Franchisee have the authority to do so.

2.3 Compliance with Laws and Regulations

Franchisee shall comply with all existing and future District, County, other local agencies, State, and Federal laws and regulations.

2.4 Financial Representation

Franchisee represents that it has the financial ability to fully perform its obligations as set forth in this Agreement.

2.5 Absence of Litigation

Franchisee represents that there are no suits or threatened suits which would impair the financial or legal ability of Franchisee to perform its obligations under this Agreement and that the entering into this Agreement by Franchisee will not in any way constitute a breach of any other agreement entered into by Franchisee with other parties, or constitute a violation of any law.

ARTICLE 3. TERM OF AGREEMENT

3.1 Effective Date

The effective date of this Agreement shall be _____, 2020 (the "Effective Date").

3.2 Term

The term of this Agreement shall be fifteen (15) years, commencing at 12:01 a.m., on the Effective Date, and expiring at midnight on that date which is 15 years after the Effective Date, subject to extension as provided in Section 3.3 (Option to Extend).

The District Board may elect to renew this franchise at any time during the term of this Agreement.

3.3 Option to Extend

The District shall have the sole option to extend this Agreement for one five (5) year period. If District elects to exercise this option, it shall give written notice not later than one hundred and eighty (180) days prior to the end of the Term.

3.4 Conditions to Effectiveness of Agreement

The obligation of District to permit this Agreement to become effective and to perform its undertakings provided for in this Agreement is subject to the condition that the representations and warranties made by Franchisee in Article 2 of this Agreement are true and correct on and as of the Effective Date.

ARTICLE 4. SCOPE OF AGREEMENT

4.1 Grant and Acceptance of Exclusive Franchise for Solid Waste Collection, Diversion, and Disposal

Subject to Sections 3.4 (Conditions to Effectiveness of Agreement) and 4.2 (Limitations to Scope), this Agreement grants the Franchisee the exclusive right to arrange for the collection, processing, diversion and disposal of solid waste (including, but not limited to bulky waste, construction and demolition debris, food waste and green waste) from residential and non-residential properties placed in the designated collection location for regular or scheduled collection in accordance with the District's Ordinances, Resolutions, and rules and regulations, except where otherwise precluded by law. This franchise includes the collection, arranging for the processing and marketing of food waste, which shall be undertaken on a weekly basis. Franchisee agrees to perform and be bound by each of the conditions proposed in the grant.

This grant to Franchisee of an exclusive Franchise, right and privilege to collect, transfer, process, divert and dispose of solid waste shall be interpreted to be consistent with State and Federal laws, now and during the term of this Franchise, and the scope of this exclusive franchise shall be limited by current and developing state and federal laws with regard to solid waste handling, exclusive franchise, solid waste flow control, and related doctrines.

4.2 Limitations to Scope

This Agreement for the collection, processing, diversion and disposal of solid waste from

residential and non-residential properties shall be exclusive, except as to the following categories of solid waste, which the Franchisee may, but shall not be obligated to, collect, transfer, process, divert or dispose of:

- A. Recyclable Materials separated from Solid Waste by the Waste Generator and for which Waste Generator sells or is otherwise compensated by a collector in a manner resulting in a net payment to the Waste Generator for such Recycling or related services;
- B. Recyclable Materials donated to a charitable, environmental or other non-profit organization;
- C. Recyclable Materials which are separated at any Premises and which are transported by the owner or occupant of such Premises (or by his/her full-time employee) to a designated processing facility;
- D. Containers delivered for Recycling under the California Beverage Container Recycling Litter Reduction Act, California Public Resources Code Sections 14500 et seq.;
- E. Greenwaste material removed from a premises by a gardening, landscaping, or tree trimming company as an incidental part of a total service offered by that company rather than as a hauling service;
- F. Animal waste and remains from slaughterhouse or butcher shops;
- G. By-products of sewage treatment, including sludge, sludge ash, grit and screening; and
- H. Hazardous waste, liquid waste, and medical waste.

Franchisee acknowledges and agrees that District may permit other persons besides Franchisee to collect any types of solid waste listed in Section 4.2 (F), (G) or (H), inclusive, without seeking or obtaining approval of Franchisee under this Agreement.

4.3 Administration of Franchise

The District Manager shall administer the District's solid waste franchise and shall supervise Franchisee's compliance with the Agreement's terms and conditions.

4.4 Serve Without Interruption

Franchisee shall continue to collect and dispose of solid waste throughout the term of its franchise without interruption.

4.5 Permits and Licenses

Franchisee shall procure all permits and licenses pay all charges and fees related thereto, and give all notices as necessary. At all times during the term of this Agreement, Franchisee shall have in full force and effect, all permits and licenses required of it for the performance of the services described in this Agreement.

4.6 Preservation of District Property

Franchisee shall pay to the District, on-demand, the cost of all repairs to District public property made necessary by any of the operations of Franchisee under this Agreement.

4.7 Franchisee as Arranger

The District and Franchisee mutually agree that the District's granting of this franchise shall not be construed as the District "arranging for" the collection and disposal of solid waste or recyclables within the meaning of CERCLA. The parties further mutually agree that the granting of the franchise by District shall be construed as an action whereby the Franchisee is granted and accepts the rights, responsibilities, benefits, and liabilities of collection and disposal of solid waste. Commencing on the Effective Date of this Agreement and, to the extent that Franchisee's performance under this Agreement requires the collection and disposal of solid waste, and may be construed as "arranging for" collection and disposal of solid waste within the meaning of CERCLA, such actions shall be the sole responsibility of Franchisee and Franchisee expressly agrees to be solely responsible for all such actions.

4.8 Use of Streets within the District

Such grant of the franchise shall give Franchisee the right and privilege to operate solid waste collection vehicles and equipment on such streets, public ways, rights-of-way, or easements owned by, or located within the District.

4.9 Annexation

The Franchisee shall automatically extend all services herein described to any area annexed to the District, except as may be limited by law.

4.10 Ownership of Solid Waste

Once solid waste is placed in containers and properly presented for collection, ownership and the right to possession shall transfer directly from the waste generator to Franchisee by operation of this Agreement. Franchisee is hereby granted the right to retain, process, divert, dispose of, and otherwise use such solid waste, or any part thereof, in any lawful fashion or for any lawful purposed desired by Franchisee.

Subject to this Agreement, Franchisee shall have the right to retain any benefit resulting from its right to retain, process, divert, dispose of, or use the solid waste which it collects. Any cost savings resulting from decreased disposal shall off-set Franchisee's operating expenses.

Solid waste, or any part thereof, which is disposed of at a disposal site or facility (whether landfill, transformation facility, transfer station, or materials recovery facility) shall become the property of the Owner or operator of the disposal site(s) or facility once deposited there by Franchisee.

ARTICLE 5. DIRECT SERVICES

5.1 General

The work to be done by the Franchisee pursuant to this Agreement shall include the furnishing of all labor, supervision, equipment, materials, supplies, and all other items and tasks necessary to perform the services required.

It is mandatory that the work to be done by Franchisee pursuant to this Agreement shall be accomplished in a thorough and professional manner so that all occupied developed properties within the District are provided reliable, courteous, prompt, and high-quality services for the collection of solid waste. All collection activities shall be conducted in such a manner that public and private property will not be damaged. Franchisee shall replace containers and covers in designated collection locations and shall not place them in the street or on adjoining property.

The District reserves the right to revise its laws and regulations pertaining to solid waste collection and disposal in order to protect public health, safety, and welfare. The Franchise Agreement is subject to any such future revisions of the District's laws and regulations, and Franchisee agrees to comply with any such changes in said laws and regulations as if incorporated into the Agreement.

5.2 Single Family Residential Solid Waste Collection Service

For residential customers, Franchisee shall collect solid waste at the curbside at a minimum of once a week. The Franchisee will notify solid waste customers of holiday collection schedules.

Handicapped residents shall have the option of placing their containers near their dwelling, visible from the curb, and the Franchisee will collect their containers at this location and return the container to the same location. Franchisee will notify residents annually, beginning within thirty (30) days of execution of this Agreement, of this collection option. To be eligible for this collection option, residents must present proof of their physical incapacity to the Franchisee.

5.3 Other Solid Waste Collection Service

5.3.1 Multi-family Solid Waste Collection Service

Franchisee shall collect solid waste from all multi-family dwelling units within the District, using containers of a size and shape permitted pursuant to District approval, not less than once per week. The Franchisee and each customer shall agree on the designated collection location. Special consideration shall be given when determining the designated collection location for multi-family accounts to ensure that the flow of traffic is not impeded and that it does not result in the aesthetic degradation of an area. The designated collection location, if disputed by customer or Franchisee, shall be determined by the District.

5.3.2 Commercial, Industrial and Institutional Solid Waste Collection Services

Franchisee shall collect Solid Waste from all commercial, industrial and institutional properties within the District, using containers of a size and shape permitted pursuant to District approval, not less than once per week.

The Franchisee and each customer shall agree on the designated collection location. Special consideration shall be given when determining the designated collection location for commercial and/or industrial accounts to ensure that the flow of traffic is not impeded and that it does not result in the aesthetic degradation of an area. The designated collection location, if disputed by customer or Franchisee, shall be determined by the District.

Additionally, if in the District's opinion, the location of an existing collection location for particular multi-family dwelling unit or commercial, industrial, or institutional property is inappropriate, the District may direct the customer or Franchisee to relocate the collection location. If a customer refuses to comply with the said directive, Franchisee shall decline to collect solid waste from said improperly located containers.

5.4 Public Facilities Collection

Franchisee shall collect and dispose of all solid waste generated at premises owned and/or operated by the District. Franchisee shall make Collections from the District office and water treatment facility, not less than once per week, Monday through Friday or on Saturdays following non-working holidays. Collections shall be scheduled at a time mutually agreed upon by Franchisee and the waste generator.

Franchisee shall provide, at District's direction, additional solid waste collection and disposal and consulting services including:

- (1) Review of plans for land use or property developments with regard to solid waste service issues; and
- (2) Residual solid waste remaining from temporary household hazardous waste collection events.

5.5 Missed Pickups

Upon notification, Franchisee shall collect any missed pickup which had been properly and timely placed for collection within twenty-four (24) hours of said notice.

5.6 Bulky Waste Collection

Franchisee shall make special collection arrangements with waste generators within seven (7) days after waste generators' written or verbal request for the collection of bulky waste for a fee established by the District and updated by resolution when the District adjusts rates. Any single item is not to exceed 200 pounds.

5.7 Bi-Annual Clean-up

Franchisee shall provide to each single and multi-family residential property, additional collection services in the amount of two cans, twice a year. The dates for each event shall be proposed by Franchisee and approved by District prior to September 1st of each year. Franchisee shall pick up authorized cans for these events from single-family dwelling units at the curbside and at pre-arranged locations for multi-family residential properties and transport to a designated disposal site or material recovery facility, at no additional cost to customers.

5.8 District Right to Request Changes

5.8.1 General

District may request Franchisee to perform additional services (including new diversion programs, billing services, etc.) or modify the manner in which it performs existing services. Pilot programs and innovative services which may entail new collection methods, different kinds of services, and/or new requirements for waste generators are included among the kinds of changes which District may request. Franchisee shall present, within thirty (30) days of a request to do so by District, a proposal to provide additional or expanded diversion services pursuant to the terms of Section 5.8.2. Franchisee shall be entitled to an adjustment in its compensation in accordance with Section 9.4, for providing such additional or modified services.

5.8.2 New Programs

Franchisee shall present, within thirty (30) days of a request to do so by District, a proposal to provide additional or expanded services. The proposal shall contain a complete description of the following:

- Collection methodology to be employed (equipment, manpower, etc.).
- Equipment to be utilized (vehicle number, types, capacity, age, etc.).
- Labor requirements (number of employees by classification).
- Type of containers to be utilized.
- Provision for program publicity/education/marketing.
- A projection of the financial results of the program's operations for the remaining Term of the Agreement in a balance sheet and operating statement format including documentation of the key assumptions underlying the projections and the support for those assumptions.
- Materials processing facility to be utilized.

5.8.3 District's Right to Acquire Services

Franchisee acknowledges and agrees that District may permit other persons besides Franchisee to provide additional services not otherwise contemplated under Section 5.8 (District's Right to Request Changes). If pursuant to Section 5.8.2 (New Programs), Franchisee and District cannot agree on terms and conditions of such services in ninety (90) days from the date when District first requests a proposal from Franchisee to perform such services, Franchisee acknowledges and agrees that District may permit persons other than Franchisee to provide such services.

5.9 Report of Accumulation of Solid Waste; Unauthorized Dumping

Franchisee shall direct its drivers to note the addresses of any premises at which they observe that solid waste is accumulating and is not being presented for collection; and the address, or other location description, at which solid waste has been dumped in an unauthorized manner. Franchisee shall report the address or description to the District within twenty-four (24) hours of such observation.

5.10 District Directed Removal of Solid Waste

Franchisee shall arrange for the removal of all accumulated solid waste on any developed or vacant property in the District as directed by the District's Manager. The Franchisee shall make a good faith effort to recover the cost of disposal from the waste generator, and the costs of this effort, as well as the cost of disposal, shall be chargeable to the waste generator. The Franchisee shall be entitled to include the costs incurred and not collected under this section as an operating expense for purposes of rate setting.

5.11 Processing of Solid Waste

The Franchisee shall have the right and obligation, prior to disposal, to direct portions of the waste stream collected under this franchise, to a designated processing facility for separation and recycling of any recyclable materials contained therein. Franchisee shall provide District with reasonable prior written notice concerning any change of service location.

5.12 Designated Disposal Facility

Franchisee shall arrange with the operator of a disposal site situated outside the District service area for disposal of solid waste collected within the District. All solid waste collected within the District and not separated for recycling shall be delivered to the designated disposal site and disposed of according to the regulations of the designated disposal site.

If Franchisee receives notice from the landfill operator or otherwise expects, during the term of this Agreement, to be prevented from delivering solid waste to the designated disposal site, Franchisee shall immediately notify in writing the District Manager, stating the reason(s) Franchisee is prevented or expects to be prevented, from disposing of solid waste in the designated disposal facility. Franchisee shall in good faith expeditiously

identify and evaluate alternative disposal sites. An alternative designated disposal site or sites shall be arranged for and secured by Franchisee, after consultation with the District Manager. Franchisee shall provide District with adequate written notice prior to contracting for any alternate disposal site.

Section 12.5 (Excuse From Performance) does not relieve Franchisee from the good faith obligation to find and secure alternate disposal sites. Absent a Section 12.5 event, Franchisee shall be responsible for any increased costs, including transportation, with respect to the alternate disposal site.

5.13 Hazardous Waste Handling and Disposal

If the Franchisee determines that solid waste placed in any container for collection is a hazardous waste or medical waste, or other solid waste that may not be legally disposed of at the designated disposal site or presents a hazard to the Franchisee's employees, the Franchisee shall have the right to refuse to accept such solid waste. The Franchisee will contact the waste generator and request that the waste generator arranges for proper disposal.

If the waste generator cannot be reached immediately, the Franchisee shall, prior to leaving the premises, leave a tag at least two inches by six inches indicating the reason for refusing to collect the solid waste, in which case, a copy of the tag, along with the address of the premises (and the name of the waste generator, if known) shall be delivered to the District on the following business day.

If the hazardous waste or medical waste or other unauthorized waste is collected before its presence is detected by Franchisee, and if the waste generator cannot be identified or fails to remove the solid waste after being requested to do so, the Franchisee shall arrange for its legal disposal. The Franchisee shall make a good faith effort to recover the cost of disposal of such waste from the waste generator, and the costs of this effort, as well as the cost of disposal, shall be chargeable to the waste generator. Provided the failure to detect the hazardous waste, medical wastes or other unauthorized wastes prior to collection and/or their delivery to the designated disposal site is not due to the negligence of the Franchisee or its employees or due to failure of the Franchisee to have an adequate in place inspection program, the Franchisee shall be entitled to include the costs incurred under this paragraph as an operating expense for purposes of rate setting.

ARTICLE 6. COLLECTION SERVICE STANDARDS

6.1 Operations

6.1.1 Schedules. To preserve peace and quiet, solid waste shall not be collected within two-hundred (200) feet of residential premises between 6:30 p.m. and 5:00 a.m. on any day. When the regularly scheduled collection day falls on a holiday, collection shall take place on the following regularly scheduled collection day.

Franchisee will promptly resolve any complaints of noise to the reasonable satisfaction of the District Manager.

6.1.2 Vehicles.

A. General. Franchisee shall keep a fleet of collection trucks sufficient in number and capacity to efficiently perform the work required in the Agreement in strict accordance with the terms of this Agreement. Franchisee shall provide a detailed description concerning the number and type of vehicles necessary for performance. Franchisee shall have available on collection days sufficient back-up vehicles for each type of collection vehicle (i.e., rear loader, front loader, and roll-off) used to respond to complaints and emergencies. The fleet shall be maintained according to the requirements of the District's Ordinances.

B. Specifications. All vehicles used by Franchisee in providing solid waste collection services shall comply with all Federal, State, and local requirements for such vehicles as they now exist or may be amended in the future, and be registered with the California Department of Motor Vehicles. All such vehicles shall have water-tight bodies designed to prevent leakage, spillage, or overflow. All such vehicles shall comply with U.S. Environmental Protection Agency noise emission regulations and other applicable noise control regulations.

C. Condition.

1) Franchisee shall maintain all of its properties, facilities, and equipment used in providing service under this Agreement in a safe, neat, clean, and operable condition at all times.

2) Franchisee shall inspect each vehicle daily to ensure that all equipment is operating properly. Vehicles which are not operating properly and represent a safety hazard shall be taken out of service until they are repaired and do operate properly and safely. Franchisee shall perform all scheduled maintenance functions in accordance with the manufacturer's specifications and schedule. Franchisee shall keep accurate records of all vehicle maintenance, recorded according to date and mileage, and shall make such records available to District upon request.

3) Franchisee shall repair, or arrange for the repair of, all of its vehicles and equipment for which repairs are needed because of an accident, breakdown, or any other cause so as to maintain all equipment in a safe and operable condition. Franchisee shall maintain accurate records of repair, which shall include the date/mileage, nature of the repair, and the signature of a maintenance supervisor that the repair has been properly performed.

D. Vehicle Identification. Each truck shall display in a prominent place a sign which shall include the Franchisee's name and an identification number.

E. Operation. Vehicles shall be operated in compliance with the California

Vehicle Code, and all applicable Federal, State, and local laws. Franchisee shall not load vehicles in excess of the manufacturer's recommendations or limitations imposed by state or local vehicle weight restrictions.

6.1.3 Containers

- A. Residential Solid Waste Containers.** Not more than six months after the Effective Date, Franchisee shall supply each single-family dwelling unit with waste wheelers in sizes consistent with the District approved solid waste collection program, including separate waste wheelers for garbage, recyclable materials, and green waste. When requested or otherwise required, Franchisee shall supply each multi-family complex with the appropriate type of containers to adequately service the needs of the complex per the solid waste handling location. Franchisee agrees to provide additional appropriate containers, as required.

District and Franchisee acknowledge that from time to time, a customer may damage or destroy a container. District and Franchisee also acknowledge that from time to time containers may be stolen from the curb or damaged due to normal use. When notified of such occurrence, Franchisee shall replace the container at no charge to the customer.

- B. Non-Residential and Multi-Family Dwelling Unit Solid Waste Containers.** Franchisee shall furnish to all customers appropriate containers to collect solid waste at multi-family dwelling units, commercial and industrial properties, and other premises upon customer request. Containers with a capacity of one cubic yard or more shall be available in standard sizes. The kind, size, and the number of containers furnished to particular customers shall be as determined mutually by the customer and Franchisee. Containers which are front-loading bins shall have lids. All containers with a capacity of one cubic yard or more shall meet applicable regulations for the solid waste bin safety and shall have reflectorized markings, shall be maintained in good repair with neatly and uniformly painted surfaces and shall prominently display the name and telephone number of Franchisee. Bins shall be clearly marked and identified as belonging to Franchisee. Franchisee shall not be obligated to provide customers with compactor units but will be obligated to charge the rates set by the District for the collection of compacted solid waste.

Each customer shall be responsible for excess damage to any such containers not caused by Franchisee.

6.1.4 Personnel

- A. General.** Franchisee shall furnish such qualified drivers, mechanical,

supervisory, clerical, and other personnel as may be necessary to provide services required by this Agreement in a safe and efficient manner. If Franchisee needs to provide additional personnel, Franchisee shall be responsible for all costs related to the provision of such additional personnel. Franchisee may only reduce the number and type of personnel required with prior approval of District. If the quality of service declines following such reduction in type and number of personnel, the District, at its discretion, may require the Franchisee to increase the number and type of personnel utilized, at no additional cost to the District.

- B. Identification.** Franchisee shall ensure that while on duty each collection worker wears a clean uniform with conspicuous insignia displaying Franchisee's company name.
- C. Fees and Gratuities.** Franchisee shall not, nor shall it permit any agent, employee, or subcontractors employed by it to request, solicit, demand, or accept, either directly or indirectly, any compensation or gratuity for any services performed under this Agreement, except as provided in Article 9 of this Agreement.
- D. Training.** All drivers shall be trained and qualified in the operation of vehicles they operate and must possess a valid license of the appropriate class, issued by the California Department of Motor Vehicles.

Franchisee shall provide adequate operations, health and safety training, and hazardous waste identification and handling training for all of its employees who use or operate equipment or who are otherwise directly involved in the collection or other related operations.

- E. Customer Courtesy.** Franchisee shall train its employees in customer courtesy; shall prohibit the use of loud or profane language; and shall instruct collection crews to perform the work quietly. Franchisee shall use its best efforts to ensure that all employees present a neat appearance and conduct themselves in a courteous manner. If any employee is found to be discourteous or not to be performing services in the manner required by this Agreement, Franchisee shall take all necessary corrective measures. If District has notified Franchisee of a complaint related to a discourteous or improper behavior, Franchisee will reassign the employee to duties not entailing contact with the public while Franchisee is pursuing its investigation and corrective action process.

6.2 Service Complaints

Franchisee shall maintain and provide copies of all written service complaints and summaries of all oral-service complaints and the Franchisee's response to those

complaints for the term of one year and shall allow District officials to inspect these records during the required office staffing hours after the District has requested such inspection with reasonable notice.

If a disagreement arises between Franchisee and a customer, the customer may request an administrative hearing. The District's Manager shall conduct an investigation, and give notice of that decision. The customer may elect to appeal this decision to the District Board.

6.3 Periodic Performance Audit

The District shall have the right to periodically, not less than annually, request a performance audit or billing audit be completed by the Franchisee, the District, or an independent third party. The District shall be entitled to select the type of consultant that it deems qualified to conduct said audits. The cost of such audits will be an allowable cost under the rate-setting methodology unless there are findings pursuant to Section 12.11.

6.4 Performance Hearing

The District maintains the right to hold a public hearing at any time, not more than once each year, at which the Franchisee shall be present and shall participate, to review Franchisee's services and performance. The purpose of the hearing shall be, in part, to provide for a discussion and review of technological, economic, and regulatory changes and quality of service provided to date. The goal of the performance hearing is to strive for an ever-advancing solid waste management system and to ensure services are provided with adequate quality, efficiency, and economy.

Sixty (60) days after receiving notice from District of a performance review hearing, Franchisee shall, at a minimum, submit a report to District indicating the following:

- Changes recommended and/or new services to improve the District's ability to meet the goals of AB 939 and to contain costs and minimize impacts on rates; and
- Any specific plans for the provision of changed or new services by Franchisee.

The reports required by this Agreement regarding customer complaints shall be used as one basis for review. Franchisee may submit other relevant performance information and reports for consideration. District may request Franchisee to submit specific information for the hearing. In addition, any customer may submit comments or complaints during or before the hearing, either orally or in writing, and these shall be considered.

Topics for discussion and review at the performance review hearing shall include, but shall not be limited to, quality and adequacy of services provided, feasibility of providing new services, application of new technologies, customer complaints, amendments to this Agreement, developments in the law, new initiatives for meeting or exceeding AB 939's goals, regulatory constraints and Franchisee performance. District and Franchisee may each select additional topics for discussion at any performance review hearing.

Not later than sixty (60) days after the conclusion of each performance review hearing, District may issue a report. As a result of the review, District may request Franchisee to provide expanded or new services. Franchisee shall present, within thirty (30) days of a request to do so by District, a proposal to provide additional or expanded diversion services. The proposal shall contain a complete description of the following:

- Collection methodology to be employed (equipment, manpower, etc.)
- Equipment to be utilized (vehicle number, types, capacity, age, etc.).
- Labor requirements (number of employees by classification).
- Type of containers to be utilized.
- Provision for program publicity/education/marketing.
- A projection of the financial results of the program's operations for the remaining term of the Agreement in a balance sheet and operating statement format including documentation of the key assumptions underlying the projections and the support for those assumptions.
- Materials processing facility to be utilized.

ARTICLE 7. OTHER SERVICES: BILLING, REPORTING, RECORD-KEEPING, AND PUBLIC EDUCATION

7.1 Billing

By duly adopted action of the District Board, the District shall establish rates for the services provided by the Franchisee. Franchisee shall bill and collect these rates. Franchisee's billing format and billing frequency shall be subject to approval of the District and District shall have the right to revise the billing format to itemize certain charges.

Franchisee shall maintain copies of said billings and receipts, each in chronological order, for a period of three (3) years after the date of service for inspection by the District, or for such longer-term as the District directs. Franchisee may, at its option, maintain those records in computer form, on microfiche, or in any other manner, provided that the records cannot be altered, and can be preserved and retrieved for inspection and verification in a timely manner. Franchisee shall, in addition, provide an adequate backup system for billing records, regardless of the form in which the records are maintained. Any such backup system shall be subject to approval by the District.

7.2 Collection of Bills from Delinquent Solid Waste Customers

Bills shall be considered delinquent if not paid within thirty (30) days of the date due. Delinquent bills shall be subject to a late fee. Franchisee shall be solely responsible for the collection of delinquent accounts.

7.3 Records

Franchisee shall maintain records required to conduct its operations, to support requests it may make to District, and to respond to requests of the District. Adequate record security shall be maintained to preserve records from events that can be reasonably anticipated such as a fire, theft, and earthquake. Electronically maintained data and records shall be protected and an adequate backup system shall be provided for such data and records. The protection and backup systems shall be subject to approval by the District.

The following records shall be maintained for the District in form and detail satisfactory to the District, relating to:

- Customer services and billing;
- Weight of solid waste, especially as related to reducing and diverting solid waste.
- Special annual clean-up event results;
- Routes;
- Facilities, equipment and personnel used;
- Facilities and equipment operations, maintenance and repair;
- Processing and disposal of solid waste and green waste;
- Complaints; and
- Missed pick-ups.

Franchisee shall maintain records of transfer, diversion and disposal of all solid waste collected in the District for the period of this Agreement and all extensions to this Agreement or successor Agreements. In the event Franchisee discontinues providing solid waste services to District, Franchisee shall provide all records of diversion and disposal of all solid waste collected within the District to District within thirty (30) days of discontinuing service. Records shall be in chronological order and organized in a form readily and easily interpreted.

Records for other programs shall be tailored to specific needs. In general, they shall include:

- Plans, tasks, and milestones; and,
- Accomplishments in terms such as dates, activities conducted, quantities of products used, produced or distributed, and numbers of participants and responses.

7.4 Waste Generation/Characterization Studies

Franchisee acknowledges that the District may be required to perform solid waste generation and disposal characterization studies periodically to comply with AB 939 requirements. Franchisee agrees to participate and cooperate with the District and its agents, at no cost to the District, to accomplish studies and data collection, and prepare

reports, as needed, to determine weights and volumes of solid waste and characterize solid waste generated, diverted, disposed, transformed, or otherwise handled or processed to satisfy AB 939 requirements.

7.5 Report Formats and Schedule

Records shall be maintained in forms and by methods that facilitate flexible use of data contained in them to structure reports, as needed. Reports are intended to compile recorded data into useful forms of information that can be used to, among other things:

- Determine and set rates, and evaluate the financial efficiency of operations;
- Evaluate past and expected progress towards achieving goals and objectives;
- Determine needs for adjustment to programs; and
- Evaluate customer service and complaints.

The District may at no cost to itself request that Franchisee provide such additional information in the reports set forth below as the District deems necessary or appropriate to meet its needs, including provision of AB 939 report information.

Franchisee may propose report formats that are responsive to the objectives and audiences for each report. The format of each report shall be subject to approval by the District.

Reports shall be submitted within ten (10) calendar days after the end of the report month. Any quarterly reports shall be submitted within fifteen (15) calendar days after the end of the quarter. Quarters end on November 30, February 28, May 31, and August 31.

All reports shall be submitted to:

District Manager
San Miguel Community Services District
1150 Mission Street
Post Office Box 180
San Miguel, California 93451

7.6 Semi-Annual Reports

The information listed shall be the minimum reported for each service:

- An estimate of the Solid waste collected, transferred, diverted, and disposed of by Franchisee, in tons, by month.
- Complaint summary for month and cumulative for report year, as described above, summarized by the nature of complaints.

- Narrative summary of problems encountered and actions taken with recommendations for the District, as appropriate.

7.7 Annual Financial Statement

Franchisee shall submit to the District annual financial statements prepared at Franchisee's expense by an independent Certified Public Accountant (CPA) not later than 180 days following the expiration of the Franchisee's fiscal year. At the time a rate application request is submitted to District, the financial forms contained in the rate application must be reconciled to the financial statements to provide assurance that all of the company's activities are accounted for.

The annual report shall separate out information with respect to revenues and expenses in relation to performance of this Agreement, including detailed information concerning overhead claimed by Franchisee. Operations by Franchisee concerning activities not related to performance of this Agreement shall be maintained in a separate portion of the annual financial statement.

District shall have the right to inspect or review the payroll tax reports, specific documents or records required expressly or by inference pursuant to this Agreement, or any other similar records or reports of Franchisee that District shall deem, in its sole discretion, necessary to evaluate annual reports, compensation applications provided for in this Agreement and Franchisee's performance provided for in this Agreement. The District retains the right to have an independent third party or agent of the District's choosing, such as a CPA, participate in the records inspection. The cost of such inspection or review will be an allowable cost under the rate-setting methodology unless there are findings pursuant to Section 12.11.

The Franchisee shall provide to the District a copy of Chicago Grade Landfill's request for an increase in tipping fees no later than five (5) days following submittal of said request to the County of San Luis Obispo or, with regard to the City of Paso Robles Landfill, as soon as Franchisee becomes aware that a tipping fee increase is being contemplated, and shall provide any information at its disposal to the District concerning any prospective increases in any fees charged to Franchisee by any disposal facility utilized by Franchisee. Additionally, Franchisee shall notify the District of the action taken by the San Luis Obispo County Board of Supervisors or the City of Paso Robles regarding said request within fifteen (15) days following said action.

7.8 Maintenance of Accounting Records

Franchisee shall maintain accounting records in accordance with generally accepted standards and principles of accounting. In its accounting records, Franchisee shall discreetly maintain and clearly identify all items of revenue and expense pertaining to the District's franchised operations. Cost and revenue information for the District shall be segregated from other geographical areas served by Franchisee. Cost and revenue information for the District, in addition, shall be segregated from other business activities

of the Franchisee. Separate detailed records shall be maintained by Franchisee with respect to all transactions with affiliated entities that affect the cost and revenue of Franchisee in providing the franchise collection services.

7.9 Right to Audit Records

In addition to other reporting requirements in this Agreement, the District may review, test, and audit the books and records of the Franchisee or may engage a CPA for this purpose. The cost of such inspection or review will be an allowable cost under the rate-setting methodology unless there are findings pursuant to Section 12.11.

7.10 Inspection by District

The designated representatives of the District shall have the right to observe and review Franchisee operations and enter Franchisee's premises for the purpose of such observation and review during business hours with reasonable notice.

7.11 Office

Franchisee shall maintain an office with a telephone where customers may apply for service, pay bills, and register complaints. At a minimum, Franchisee shall staff this office from 9:00 a.m. to 4:00 p.m., Monday through Friday, except legal holidays observed by the District. A representative of Franchisee shall be available during office hours to communicate with the public in person and directly by telephone.

7.12. Customer Information

Franchisee shall prepare and keep current a flier acceptable to the District which summarizes solid waste regulations, all services provided by Franchisee, solid waste collection and disposal rates, telephone numbers, special collection events, collection schedules, complaint procedures, and other pertinent information. Franchisee shall have copies of this flier available at all times in Franchisee's office; shall distribute copies to all new customers; shall annually mail copies to all of its current customers; and shall mail updated copies to all customers as notification of changes in service or rates, prior to such changes.

7.13 Regulatory Reporting

Franchisee shall promptly provide the District copies of each adverse report from, and each regulatory action from local, state, or federal regulatory agencies. In addition, Franchisee shall send copies to District of any reports that Franchisee submits to regulatory agencies with respect to performance of this Agreement.

Franchisee shall provide District promptly with copies of any notices and correspondence from other facilities, including disposal sites, utilized by Franchisee in performance of this Agreement, concerning any breach of agreement with such facility or violation of regulations, including delivery of unauthorized wastes. Franchisee shall direct such facilities to, at all times, simultaneously send copies of such notices and correspondence to District.

Franchisee shall promptly provide District with copies of any reports and correspondence concerning the status of permits with respect to Franchisee and such disposal sites and facilities referenced above.

7.14 Records Retention

Franchisee shall maintain the above records, reports, and data set forth in this Article for such time as District may direct. Franchisee agrees to make all such records, reports, and data available for inspection by District or District's authorized representatives, upon reasonable notice by District.

ARTICLE 8. PAYMENTS TO DISTRICT

8.1 Franchise Fee Payments

In consideration of the exclusive franchise provided for in Article 4 of this Agreement, Franchisee shall pay the District eight percent (8%) of Franchisee's gross revenues for collection and disposal of solid waste within the District. Such franchise fee shall be a "pass-through" expense for purposes of rate review and setting and shall commence not less than sixty days after the Effective Date of this Agreement. Each monthly remittance of fees to District shall be accompanied by a statement detailing gross receipts for the period covered from all operations conducted or permitted pursuant to this Agreement.

8.2 Schedule of Payment

Franchise fees described in Section 8.1 are due on the 30th day of each month for receipts from the previous month. The remittance will be accompanied by a report setting forth the basis, and calculations used for computing the amount due.

8.3 Increase or Decrease

The District shall reserve the right to increase or decrease the Franchise Fee, as the District deems necessary. These fees will be treated as a pass-through expense and Franchisee's rates will be adjusted at the same time or prior to any such increase or decrease.

8.4 Review of Fee Payments

The District, or its agent, reserves the right to annually perform an independent review of fee payments to verify that fees are being paid in accordance with this Agreement. The cost of such inspection or review will be an allowable cost under the rate-setting methodology unless there are findings pursuant to Section 12.11.

8.5 Business License Tax

Franchisee shall pay each year the annual business license tax.

ARTICLE 9. SERVICE RATES AND REVIEW

9.1 General

Franchisee's compensation provided for in this Article shall be the full, entire and complete compensation due to Franchisee pursuant to this Agreement for all labor, equipment, materials, and supplies, taxes, insurance, bonds, overhead, transfer and transport, processing, division, disposal, profit and all other things necessary to perform all the services required by this Agreement in the manner and at the times prescribed.

Franchisee does not look to the District for payment of any sums under this Agreement in consideration of the right to charge and collect from customers for services rendered at rates fixed by the District from time to time. The District shall have the right to structure those rates as it deems appropriate so long as the revenues forecasted to be received by Franchisee from charging such rates can reasonably be expected to generate sufficient revenues to provide for Franchisee's fair and reasonable rate of return.

9.2 Service Rates

Service rates are those established by resolution adopted by District Board. Franchisee shall provide the services required by this Agreement and charge no more than the rates authorized by District resolution.

9.3 Rate Review

Franchisee may submit to the District an application for rate review annually, in accordance with the procedures mutually agreed upon by the District and Franchisee. In addition to the procedures contained in the "City of San Luis Obispo Rate Setting Process and Methodology Manual for Integrated Solid Waste Management Rates," Franchisee shall submit any and all data requested by and in the format prescribed by the District. In the event Franchisee shall fail to meet the schedule set forth in the above-referenced manual, a revision of rates for the following year shall not be authorized until the 1st day of the first calendar month following a 120 day period from the date that the complete application is submitted and such revision shall contain no consideration for Franchisee's failure to submit the application in accordance with the schedule set forth in the above-referenced manual.

9.4 Special Interim Rate Review

The District or Franchisee may request an extraordinary or consequential adjustment outside of the base year and interim year adjustment schedules. To be extraordinary and consequential, cost changes must be significant enough to require a greater than five percent (5%) decrease or increase in monthly rates for basic residential service.

9.5 Allowable Profit

When performing the services described in this Agreement, the allowable profit on expenses shall be calculated using targeted operating ratio of ninety-two percent (92%), with a range of ninety percent (90%) to ninety-four percent (94%), applied to Franchisee's reasonable and necessary allowable costs, incurred in the performance of its obligations under this Agreement.

9.6 Publication of Rates

Franchisee shall provide written notice to subscribers of all rate changes, prior to implementation. If appropriate, this notice should include reasons and background for the rate change.

ARTICLE 10. INDEMNITY, INSURANCE, AND PERFORMANCE BOND

10.1 Indemnification

10.1.1 General. Franchisee agrees to defend, indemnify, protect and hold the

District and its Board members, agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including, but not limited to, injury to the Franchisee's employees, agents or officers which arise from or are connected with or are caused or claimed to be caused by the acts or omission of the Franchisee, and its agents, officers, directors or employees, in performing the services herein, and all expenses of investigating and defending against same; provided, however, that the Franchisee's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the District, its agents, officers or employees.

10.1.2 CERCLA. Franchisee agrees to defend and indemnify and hold the

District, Board members, officers, employees and agents harmless from all actions of the Franchisee associated with the Franchisee's role as the arranger of solid waste service, or as a "potentially responsible party" within the meaning of CERCLA in performing solid waste service under any Federal, State or local laws, rules or regulations. The Franchisee shall further defend and indemnify and hold District, Board members, agents, officers, and employees harmless from any and all legal actions against District on the basis of the assertion that the District is an arranger of solid waste services as a result of this Agreement.

10.1.3 Integrated Waste Management Act. Franchisee agrees to defend and indemnify and hold the District, Board members, officers, employees and agents harmless from any fines or penalties imposed by the California Integrated Waste Management Board or its agents in the event that Franchisee's delays in providing information or reports required pursuant to this Agreement prevent the District from submitting reports or attaining goals in a timely manner as required by the Integrated Waste Management Act.

10.1.4 Challenge to Service Rates. Franchisee agrees to defend, indemnify and hold

the District and its Board members, officers, employees and agents harmless from and against any and all liability, loss, damage, expense, cost (including without limitation attorney's fees and court costs) of every nature and kind in the event of a challenge, based on Proposition 218 or any other law, to the Solid Waste collection, diversion, and disposal service rates (as described in Article 9 hereof) authorized by District.

10.2 Insurance

Franchisee shall procure and maintain, for the duration of the franchise, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services hereunder by the Franchisee, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
- (2) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability insurance.
- (4) Pollution Legal Liability

B. Minimum Limits of Insurance. Franchisee shall maintain limits no less than:

- (1) **Commercial or Comprehensive General Liability:** Four Million Dollars (\$4,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.
- (2) **Automobile Liability:** Four Million Dollars (\$4,000,000) combined single limit per accident for bodily injury and property damage.
- (3) **Workers' Compensation and Employers Liability:** Workers' compensation limits as required by the Labor Code of the State of California and employers liability with limits of \$1,000,000 per accident for bodily injury or disease.
- (4) **Pollution Liabilities:** Fifty Thousand Dollars (\$50,000.00) each loss/One Hundred Thousand Dollars (\$100,000.00) annual aggregate all losses.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, Board members, its officers, officials, employees, agents and volunteers; or the Franchisee shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. Any insurance policies providing for self-insured retentions shall further provide that legal costs and costs of investigation, including consultant fees, with respect to any claim or suit, shall apply to the self-insured retention amount.

D. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- (1) The District, Board members, its officers, officials, employees, agents, and volunteers are to be covered as insurers as respects: liability arising out of activities performed by or on behalf of the Franchisee; products and completed operations of the Franchisee; premises owned, occupied or used by the Franchisee; or automobiles owned, leased, hired or borrowed by the Franchisee. The coverage shall contain no special limitations on the scope of protection afforded to the District, its officers, officials, employees, agents, or volunteers.
- (2) For any claims related to this project, the Franchisee's insurance coverage shall be primary insurance as respects the District, Board members, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, agents, or volunteers shall be excess of the Franchisee's insurance and shall not contribute with it.
- (3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the District, Board members, its officers, officials, employees, agents, or volunteers.
- (4) The Franchisee's insurance shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.
- (5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written

notice by certified mail, return receipt required, has been given to the District.

- (6) The Automobile Liability Policy shall be endorsed to delete the Pollution exclusion and add the Motor Carrier Act endorsement (MCS-90), TL 1005, TL 1007, and/or other endorsements required by federal or state authorities.
- (7) Pollution, if on a Claims Made form:
 - a. The "Retro Date" must be shown, and must be before the date of the contract or the beginning contract work.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. If coverage is canceled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, the Franchisee must purchase "extended reporting" coverage for a minimum of two years after completion of the contract.

E. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII. Insurers selected by Franchisee shall be admitted to issue insurance in the State of California.

F. Verification of Coverage. Franchisee shall furnish the District with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by or acceptable to the District and are to be received and approved by the District before performance under this Agreement commences. The District reserves the right to require complete certified copies of all required policies at any time, and Franchisee shall provide said copies upon request.

G. Subcontractors. Franchisee shall include all subcontractors (such as San Miguel Roll-Off, Inc.) as insurers under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

H. Occurrence Based Coverage. All policies secured by Franchisee shall be occurrence and not claims based unless District so consents in writing.

10.3 Performance Bond

Simultaneously with the execution of this Agreement, Franchisee shall file with the District a bond, payable to District, securing Franchisee's faithful performance of its obligations under this Agreement. The principal sum of the bond shall be Twenty Five Thousand Dollars (\$25,000.00). The bond shall be executed as surety by a corporation authorized to issue surety bonds in the State of California, with a financial condition and record of service satisfactory to District. The bond shall be in a form approved by the District. If such bond at any time ceases to be effective for any reason, this shall be deemed a breach of this Agreement by Franchisee and the District shall be entitled to proceed as hereinafter provided.

ARTICLE 11. DISTRICT'S RIGHT TO PERFORM SERVICE

11.1 General

In the event that Franchisee, for any reason whatsoever, fails, refuses or is unable to collect, transport or process any or all solid waste materials which it is required by this Agreement to collect and process, at the time and in the manner provided in this Agreement, for a period of more than seven (7) calendar days, and if, as a result thereof, solid waste should accumulate in the District to such an extent, in such a manner, or for such a time that the District Manager should find that such accumulation endangers or menaces the public health, safety or welfare, then District shall have the right, but not the obligation, upon twenty-four (24) hour prior written notice to Franchisee during the period of such emergency as determined by the District Manager, (1) to perform, or cause to be performed, such services itself with its own or other personnel without liability to Franchisee; and/or (2) to take possession of any or all of Franchisee's land, equipment and other property to collect, transport or process any solid waste generated within the District which Franchisee would otherwise be obligated to collect, transport, process or market pursuant to this Agreement. In the event, the District takes possession of the Franchisee's equipment and other property, the District shall be entitled to have another franchisee operate such equipment and property under District direction. Additionally, in the event, the District takes possession of the Franchisee's equipment and other property, the District does not guarantee repair of existing problems with equipment and facilities.

Notice of Franchisee's failure, refusal, or neglect to collect, transport, or process solid waste may be given orally by telephone to Franchisee at its principal office and shall be effective immediately. Written confirmation of such oral notification shall be sent to Franchisee within twenty-four (24) hours of the oral notification.

Franchisee further agrees that in such event:

- It will take direction from District to effect the transfer of possession of property to District for District's use.
- It will, if District so requests, keep in good repair and condition all of such property, provide all motor vehicles with fuel, oil, and other service, and provide

such other service as may be necessary to maintain said property in operational condition.

- District may immediately engage all or any personnel necessary or useful for the collection, transportation, and processing solid waste, including, if District so desires, employees previously or then employed by Franchisee, Franchisee further agrees, if District so requests, to furnish District the services of any or all management or office personnel employed by Franchisee whose services are necessary or useful for solid waste collection, transportation, and processing operations and for the billing and collection of fees for these services.

District agrees that it assumes complete responsibility for the proper and normal use of such equipment and facilities while in its possession.

If the interruption or discontinuance in service is caused by any of the reasons listed in Section 12.5 (Excuse From Performance), District shall pay to Franchisee the reasonable rental value of the equipment and facilities, possession of which is taken by District, for the period of District's possession, if any, which extends beyond the period of time for which Franchisee has rendered bills in advance of service.

Except as otherwise expressly provided in the previous paragraph, District's exercise of its rights under this Article 11 (1) does not constitute a taking of private property for which compensation must be paid; (2) will not create any liability on the part of District to Franchisee; and (3) does not exempt Franchisee from the indemnity provisions of Article 10, Indemnification, Insurance and Bond, which are meant to extend to circumstances arising under this section, provided that Franchisee is not required to indemnify District against claims and damages arising from the sole negligence of District officers, employees, and agents in the operation of collection vehicles during the time District has taken possession of such vehicles.

11.2 Temporary Possession of Franchisee's Property

If the District suffers an interruption or discontinuance of service as described in Section 11.1 (including interruptions and discontinuance due to events described in Section 12.5, Excuse from Performance), District may take possession of and use all of Franchisee's property described above until other suitable arrangements can be made for the provision of solid waste collection and disposal services which may include the grant of a contract to another company. The same notice requirements of Section 11.1 are applicable.

11.3 Billing and Compensation to District During District's Possession

During such time that District is providing solid waste services, as above provided, Franchisee shall continue to bill and collect payment from all users of the above-mentioned services. Franchisee further agrees that, in such event, it shall reimburse District for any and all costs and expenses incurred by District in taking over possession of the above-mentioned property for solid waste service in such manner and to an extent as would otherwise be required of Franchisee under the terms of this Agreement. Such

reimbursement shall be made from time to time after submission by District to Franchisee of each statement listing such costs and expenses, but in no event later than five (5) working days from and after each such submission. The District shall have the right, at its sole discretion, to take over billing and payment collection activities. The District shall then pay any net revenues to the Franchisee, after deducting all expenses, including District-incurred expenses.

11.4 District's Right to Relinquish Possession

It is further mutually agreed that District may at any time at its discretion relinquish possession of any or all of the above-mentioned property to Franchisee and thereupon demand that Franchisee resume the solid waste services as provided in this Agreement, whereupon Franchisee shall be bound to resume the same.

11.5 Duration of District's Possession

District's right, pursuant to this Article to retain temporary possession of Franchisee's facilities and equipment, and to render collection services, shall terminate when District determines that such services can be resumed by Franchisee, or when District no longer reasonably requires such facilities or equipment. In any case, the District has no obligation to maintain possession of Franchisee's property and/or continue its use for any period of time and may at any time, in its sole discretion, relinquish possession to Franchisee.

ARTICLE 12. DEFAULT AND REMEDIES

12.1 Events of Default

All provisions of this Agreement to be performed by Franchisee are considered material. Each of the following shall constitute an event of default.

A. Fraud or Deceit. If Franchisee practices, or attempts to practice, any fraud or deceit upon District.

B. Insolvency or Bankruptcy. If Franchisee becomes insolvent, unable, or unwilling to pay its debts when due, or upon listing of an order for relief in favor of Franchisee in a bankruptcy proceeding. The Franchisee is also in default if there is an assignment of this Agreement for the benefit of its creditors.

C. Failure to Maintain Coverage. If Franchisee fails to provide or maintain in full force and effect the Workers' Compensation, liability, indemnification coverage, or any insurance coverage or bond required under this Agreement.

D. Violations of Regulation. If Franchisee's facilities fall out of full regulatory compliance or if Franchisee violates any orders or filings of any

regulatory body having jurisdiction over Franchisee relative to this Agreement, provided that Franchisee may contest any such orders or filings by appropriate proceedings conducted in good faith, in which case no breach of the Agreement shall be deemed to have occurred.

E. Failure to Perform. If Franchisee ceases to provide solid waste services as required under this Agreement for a period of two (2) days or more, for any reason within the control of Franchisee.

F. Failure to Pay/Report. If Franchisee fails to make any timely payments, including liquidated damages and penalties, required under this Agreement and/or fails to provide District with required information, reports, and/or records in a timely manner as provided for in the Agreement.

G. Acts or Omissions. Any other act or omission by Franchisee which violates the terms, conditions, or requirements of this Agreement, the California Integrated Waste Management Act of 1989, as it may be amended from time to time, or any order, directive, rule, or regulation issued thereunder and which is not corrected or remedied within the time set in the written notice the violation or, if Franchisee cannot reasonably correct or remedy the breach within the time set forth in such notice, if Franchisee should fail to commence to correct or remedy such violation within the time set forth in such notice and diligently effect such correction or remedy thereafter.

H. False or Misleading Statement. Any representation or disclosure made to District by Franchisee in connection with or as an inducement to entering into this Agreement, or any future amendment to this Agreement, which proves to be false or misleading in any material respect as of the time such representation or disclosure is made, whether or not any such representation or disclosure appears as part of this Agreement.

I. Attachment. There is a seizure of attachment of, or levy on, the operation equipment of Franchisee, including without limits its equipment, maintenance or office facilities, or any part thereof.

J. Suspension or Termination of Service. There is any termination or suspension of the transaction of business by Franchisee, including without limit, due to labor unrest including strike, work stoppage or slowdown, sickout, picketing, or other concerted job action lasting more than two (2) days.

12.2 Right to Terminate Upon Breach

Upon default by Franchisee, the District Manager shall provide written notice to Franchisee of the default. The District Manager shall include in the notice, a demand that the Franchisee corrects the default within ten (10) days following the delivery of said

notice. If the default is not corrected within the ten (10) days, the Franchisee shall be in breach of this Agreement and District shall have the right to terminate the Agreement per the provisions provided in this Section 12.2. For purposes of this Agreement and any notice required hereunder, the term "days" shall mean calendar days. Upon a breach of this Agreement by Franchisee, District shall have the right to terminate this Agreement upon a ten (10) days notice if the public health or safety is threatened, or otherwise, a thirty (30) days notice, but without the need for any hearing, suit or legal action. This right of termination is in addition to any other rights of District upon a failure of Franchisee to perform its obligations under this Agreement.

12.3 Possession of Property and Billing Records and Systems Upon Termination

In the event of termination for default, the District shall have the right, subject to the obligations contained in Article 12 hereof, to take possession of any and all of Franchisee's land, equipment, and other property used or useful in the collection, diversion and/or disposal of solid waste and to conduct all activities concerning billing and collection of fees for these services and to use such property. The District shall have the right to retain the possession of such property until other suitable arrangements can be made for the provision of solid waste collection services, which may include the award of an agreement or franchise to another waste hauling company. If the District retains possession thereof after the period of time for which Franchisee has already been paid by means of bills issued in advance of providing service for the class of service involved, Franchisee shall be entitled to the reasonable rental value of such property (which shall be offset against any damages due to the District for the Franchisee's default).

Franchisee shall provide the District immediate access to all of its business records and billing system related to its billing of accounts for services and shall take direction from the District regarding the billing of customers during the period between the District's termination of the Agreement for default until other suitable arrangements can be made for the billing of solid waste collection services. The provisions of this Section 12.3 shall survive the termination of this Agreement.

12.4 District's Remedies Cumulative; Specific Performance

The District's right to terminate the Agreement under Section 12.2 and to take possession of the Franchisee's properties under Section 12.3 are not exclusive, and the District's termination of the Agreement shall not constitute an election of remedies. Instead, they shall be in addition to any and all other legal and equitable rights and remedies which the District may have.

By virtue of the nature of this Agreement, the urgency of timely, continuous and high-quality service, the lead time required to effect alternative service, and the rights granted by the District to Franchisee, the remedy of damages for a breach hereof by Franchisee is inadequate and the District shall be entitled to injunctive relief and/or specific performance if it so desires.

12.5 Excuse from Performance

The parties shall be excused from performing their respective obligations hereunder in the event they are so prevented by reason of floods, earthquakes, other "acts of God," war, civil insurrection, riots, acts of any government (including judicial action), and other similar catastrophic events which are beyond the control of and not the fault of the party claiming excuse from performance hereunder. Labor unrest, including but not limited to strike, work stoppage or slowdown, sick-out, picketing, or other concerted job action conducted by Franchisee's employees or directed at Franchisee or its selected facilities is not an excuse from performance and Franchisee shall be obligated to continue to provide service notwithstanding the occurrence of any or all such events.

The party claiming excuse from performance shall, within two (2) days after such party has notice of such cause, give the other party notice of the facts constituting such cause and asserting its claim to excuse under this section.

The interruption or discontinuance of Franchisee's services caused by one or more of the events excused shall not constitute a default by Franchisee under this Agreement. Notwithstanding the foregoing, however, if Franchisee is excused from performing its obligations hereunder for any of the causes listed in this section for a period of seven (7) days or more, District shall have the right to review the circumstances under which the excuse from performance was granted. After such review, if the District determines the excuse from service is no longer valid, the District shall notify the Franchisee in writing to resume service within two (2) days from the receipt of such notification. If the Franchisee fails to resume service within the two (2) days, the District shall have the right to terminate this Agreement by giving ten (10) days notice, in which case the provisions relative to taking possession of Franchisee's land, equipment and other property and engaging Franchisee's personnel in Article 11 (District's Right to Perform Services) and this Article 12 shall apply.

12.6 Liquidated Damages

A. General. District finds, and Franchisee agrees, that as of the time of the execution of this Agreement, it is impractical, if not impossible to reasonably ascertain the extent of damages which shall be incurred by District as a result of a default by Franchisee of its obligations under this Agreement. The factors relating to the impracticability of ascertaining damages include, but are not limited to, the fact that:

- Substantial damage results to members of the public who are denied services or denied quality or reliable service;
- Such defaults cause inconvenience, anxiety, frustration, and deprivation of the benefits of the Agreement to individual members of the general public for whose benefit this Agreement exists, in subjective ways and in varying degrees of intensity which are incapable of measurement in

precise monetary terms;

- Services might be available at substantially lower costs than alternative services and the monetary loss resulting from denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms; and
- The termination of this Agreement for a breach, and other remedies are, at best, a means of future correction and not remedies which make the public whole for past defaults. However, a substantial breach may result in the termination of this Agreement as described in Section 12.2.

B. Service Performance Standards; Liquidated Damages for Failure to Meet Standards. The parties further acknowledge that consistent, reliable solid waste collection service is of utmost importance to District and that District has considered and relied on Franchisee's representations as to its quality of service commitment in awarding the franchise to it. The parties further recognize that if Franchisee fails to achieve the performance standards, or fails to submit required documents in a timely manner, District and its residents will suffer damages and that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages which District will suffer. Therefore, without prejudice to District's right to treat such non-performance as an event of default under this Article 12, the parties agree that the following liquidated damage amounts represent a reasonable estimate of the amount of such damages considering all of the circumstances existing on the date of this Agreement, including the relationship of the sums to the range of harm to District that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or inconvenient.

Franchisee agrees to pay (as liquidated damages and not as a penalty) the amounts set forth below.

12.7.1 Collection Reliability and Quality

- For each failure over five (5) annually to commence service to a new customer account within seven (7) days after order: \$150.00
- For each failure over ten (10) annually to collect solid waste, which has been properly set out for Collection, from an established customer account on the scheduled Collection day: \$150.00
- For each failure to collect solid waste which has been properly set out for collection, from the same customer on two (2) consecutive scheduled pickup days: \$150.00
- For each occurrence over five (5) annually of damage to private property: \$250.00

- For each occurrence of discourteous behavior: \$250.00
- For each failure over ten (10) annually to clean up solid waste spilled from bins: \$150.00
- For each occurrence over five (5) annually of collecting solid waste during unauthorized hours: \$250.00
- For each failure to respond to a customer complaint within twenty-four (24) working hours: \$100.00
- For each failure to prepare for or properly conduct twice annual clean-ups including advertising and press releases; \$250.00
- For each failure to perform and submit billing reviews: \$250.00
- For each occurrence over ten (10) annually of failure to properly return containers to avoid pedestrian or vehicular traffic impediments or to place cans upright with lid secured: \$150.00
- For each occurrence of excessive noise above the limits specified in this Agreement: \$250.00

12.8 Customer Responsiveness

- For each failure to respond to a customer complaint within sixteen (16) working hours: \$100.00
- For each failure to process customer complaints to District: \$200.00
- For each failure to carry out responsibilities for establishing service: \$200.00

12.9 Timeliness of Submissions to District

A. Reports. Any report shall be considered late until such time as a correct and complete report is received by District. For each calendar day, a report is late, the daily assessment shall be:

Monthly Reports: For each infraction \$100 per day

Quarterly Reports: For each infraction \$100 per day

Annual Reports: For each infraction \$100 per day

Liquidated damages will only be assessed after Franchisee has been given the opportunity but failed to rectify the damages, as described in this Agreement (e.g., twenty-four (24) working hours to respond to a complaint). District may determine the occurrence of events giving rise to liquidated damages through the observation of its own employees or representative or investigation of customer complaints.

Prior to assessing liquidated damages, District shall give Franchisee notice of its intention to do so. The notice will include a brief description of the incident(s)/non-performance. Franchisee may review (and make copies at its own expense) all information in the possession of District relating to incident(s)/non-

performance. Franchisee may, within ten (10) days after receiving the notice, request a meeting with District. If a meeting is requested, it shall be held by the District Manager or his/her designee. Franchisee may present evidence in writing and through testimony of its employees and others relevant to the incident(s)/non-performance. The District Manager or designee will provide Franchisee with a written explanation of his or her determination on each incident(s)/non-performance prior to authorizing the assessment of liquidated damages. The decision of the District Manager or designee shall be final.

B. Amount. The District Manager may assess liquidated damages for each calendar day or event, as appropriate, that Franchisee is determined to be liable in accordance with this Agreement.

C. Timing of Payment. Franchisee shall pay any liquidated damages assessed by District within ten (10) days after they are assessed. If they are not paid within the ten (10) day period, District may proceed against the performance bond required by this Agreement or order the termination of this Agreement, or both pursuant to the terms of this Agreement.

12.10 Notice, Hearing and Appeal

Should the Franchisee contend that the District is in breach of the Agreement, Franchisee shall file a written request with the District Manager for a consultation regarding the allegations. Such consultation shall be held within thirty (30) calendar days of the receipt of Franchisee's request. Franchisee shall present its position and all relevant facts to the District Manager. Franchisee shall be notified of the District Manager's judgment within ten (10) calendar days of the consultation.

If the Franchisee is not in agreement with the ruling issued by the District Manager, it shall have the right to appeal the decision to the District Board. This appeal shall be made in writing to the District no later than fourteen (14) days after the notification is mailed by the District Board of the judgment. The District Board shall notify Franchisee of the time and date of the review of allegation within thirty (30) calendar days of the request. Franchisee shall present its position and all relevant facts to the District Board. Franchisee shall be notified in writing within fourteen calendar days of the District Board's ruling.

12.11.1 Financial Material Errors, Omissions or Irregularities

The District may review, test, and audit the books and records of the Franchisee for the purpose of determining whether the Franchisee is complying with the terms of the Agreement. In the event that material errors or omissions or irregularities are identified, then the cost associated with the audit, test, or review shall be paid by the Franchisee to the District. In the case of financial errors,

materiality shall be deemed to be two percent (2%) or greater of the gross revenues of the Franchisee from activities performed under this agreement. Recovery of any overpayment will be negotiated on a case by case basis, either immediately or through the next rate-setting evaluation.

ARTICLE 13. ASSIGNMENT

13.1.1 Assignment

Except as provided in Article 11 (District's Right to Perform Service), neither party shall assign its rights nor delegate or otherwise transfer its obligations under this Agreement to any other person without the prior written consent of the other party. Any such assignment made without the consent of the other party shall be void and the attempted assignment shall constitute a material breach of this Agreement. The District may, however, assign its rights and delegate its obligations under this Agreement to a joint powers authority without the prior written consent of Franchisee.

Notwithstanding any language to the contrary in this Agreement, a transfer of ownership in Franchisee between members of the Kardashian family, and from George Kardashian and/or Linda Kardashian to any of their children, sons-in-laws or daughter-in-law, or to their grandchildren, shall not be considered as "assignment" for the purposes of this Agreement.

For purposes of this section, "assignment" shall include, but not be limited to:

- A. A sale, exchange or other transfer to a third party of at least fifty-one percent (51%) of Franchisee's assets dedicated to service under this Agreement;
- B. A sale, exchange or other transfer to a third party, (not including other shareholders or family members), of outstanding common stock of Franchisee which may result in a change of control of Franchisee;
- C. Any dissolution, reorganization, consolidation, merger, recapitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation or other transaction which Franchisee or any of its shareholders is a party which results in a change of ownership or control of Franchisee; and
- D. Any assignment by operation; of law, including insolvency or bankruptcy, assignment for the benefit of creditors, writ of attachment for an execution being levied against this Agreement, appointment of a receiver taking possession of Franchisee's property, or transfer occurring in the probate proceeding; and

E. Any combination of the foregoing (whether or not in related or contemporaneous transactions), which has the effect of any such transfer or change of ownership, or change of control of Franchisee.

Franchisee acknowledges that this Agreement involves rendering a vital service to District residents and businesses, and that District has selected Franchisee to perform the services specified herein based on:

1. Franchisee's experience, skill and reputation for conducting its solid waste management operations in a safe, effective and responsible fashion, at all times in keeping with applicable environmental laws, regulations and best waste management practices, and
2. Franchisee's financial resources to maintain the required equipment and to support its indemnity obligations to District under this Agreement. District has relied on each of these factors, among others, in choosing Franchisee to perform the services to be rendered by Franchisee under this Agreement.

If Franchisee requests District's consideration of and consent to an assignment, District may deny or approve such request in its complete discretion. The District is concerned about the possibility that assignment could result in significant rate increases, as well as a change in the quality of service. Accordingly, the following standards have been set to ensure that assignment will result in continued quality service. In addition, the District reserves the right to solicit competitive bids for these services if the assignment results in a request by the assignee for rate increases that are higher than the inflationary index and do not reflect value changes in service standards. At a minimum, no request by Franchisee for consent to an assignment need be considered by District unless and until Franchisee has met the following requirements:

- A. Franchisee shall pay to District its reasonable expenses for attorney's fees and related costs incurred in investigating the suitability of any proposed assignee, and to review and finalize any documentation required as a condition for approving any such assignment;
- B. Franchisee shall furnish District with audited financial statements of the proposed assignee's operations for the immediately preceding three (3) operating years;
- C. Franchisee shall furnish District with satisfactory proof:
 1. That the proposed assignee has at least ten (10) years of solid waste management experience on a scale equal to or exceeding the scale of operations conducted by Franchisee under

this Agreement;

2. That in the last five (5) years, the proposed assignee or affiliates has not suffered any significant citations or other censure from any federal, state or local agency having jurisdictions over its waste management operations due to any significant failure to comply with state, federal or local environmental laws and that the assignee has provided District with a complete list of such citations and censures;

3. That the proposed assignee has at all times conducted its operations in an environmentally safe and conscientious fashion;

4. That the proposed assignee conducts its solid waste management practices in accordance with sound waste management practices in full compliance with all federal, state and local laws regulating the collection and disposal of solid waste, including hazardous wastes; and,

5. Of any other information required by District to ensure the proposed assignee can fulfill the terms of this Agreement in a timely, safe and effective manner.

Under no circumstances shall the District be obliged to consider any proposed assignment by Franchisee, if Franchisee is in default at any time during the period of consideration.

ARTICLE 14. OTHER AGREEMENTS OF THE PARTIES

14.1 Relationship of Parties

The parties intend that Franchisee shall perform the services required by this Agreement as an independent contractor engaged by the District and not as an officer or employee of the District nor as a partner of a joint venturer with the District. No employee or agent of franchise shall be nor shall be deemed to be an employee or agent of the District. Except as expressly provided herein, Franchisee shall have the exclusive control over the manner and means of conducting the solid waste collection and disposal services performed under this Agreement, and over all persons performing such services. Franchisee shall be solely responsible for the acts and omissions of its officers, directors, employees, subcontractors, and agents. Neither Franchisee nor its officers, employees, subcontractors, and agents shall obtain any rights to retirement benefits, workers compensation benefits, or any other benefits which accrue to District employees by virtue of their employment with the District.

14.2 Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

14.3 Legal Responsibilities

The Franchisee shall keep itself informed if State, Federal, and local laws and regulations which in any way affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Franchisee shall at all times observe and comply with all such laws and regulations. The District, and its directors, officers, and employees, shall not be liable at law or in equity occasioned by failure of the Franchisee to comply with this Section.

14.4 Jurisdiction

Any lawsuits between the parties arising out of this Agreement shall be brought and concluded in the courts of the State of California, which shall have exclusive jurisdiction over such lawsuits. With respect to venue, the parties agree that this Agreement is made in and will be performed in San Luis Obispo County.

14.5 Subcontracting

District understands and agrees that the roll-off box services provided by Franchisee shall be undertaken by Franchisee under an agreement with San Miguel Roll-Off, Inc. Except as approved in writing by the District, Franchisee shall not enter into an agreement to have another person perform Franchisee's duties of this Agreement. Franchisee shall undertake to pay District its reasonable expenses for attorney's fees and investigation costs necessary to investigate the suitability of any proposed subcontractor, and to review and finalize any documentation required as a condition for approving any such subcontracting agreement.

14.6 Interests of Franchisee

Franchisee covenants that it presently has no interest, and shall not acquire any interest direct or indirect or otherwise, which would conflict in any manner or degree with the performance of the work hereunder. The Franchisee further covenants that, in the performance of this work, no subcontractor of any person having such an interest shall be employed. The Franchisee certifies that no one who has or will have any financial interest in performing this work is an officer or employee of the District.

14.7 Binding on Successors

The provisions of this Agreement shall insure to the benefit of and be binding on the successors and permitted assigns of the parties.

14.8 Transition of Next Franchise

At the point of transition to a new franchise, Franchisee will cooperate with the District

and subsequent franchisee(s) to assist in an orderly transition which will include Franchisee providing route lists and billing information. Franchisee will not be obliged to sell collection vehicles, bins, and containers to the next franchisee. The Franchisee, at its option, may enter into negotiations with the next franchisee to sell (in part or all) collection vehicles, bins, and containers.

14.9 Parties in Interest

Nothing in this Agreement, whether express or implied, is intended to confer any rights on any persons other than the parties to it and their representatives, successors, and permitted assigns.

14.10 Waiver

The waiver by either party of any breach or violation of any provision(s) of this Agreement shall not be deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach or violation of the same or any other provision. The subsequent acceptance by either party of any monies which become due hereunder shall not be deemed to be a waiver of any pre-existing or concurrent breach or violation by the other party of any provision of this Agreement.

14.11 District Free to Negotiate with Third Parties

The District may investigate, during the term and thereafter, all options for the collection, diversion, and disposal of solid waste after the expiration of the term. Without limiting the foregoing, the District may solicit proposals from Franchisee and from third parties for the provision of collection services, disposal services, recycling services, green waste collection and composting, and any combination thereof, and may negotiate and execute agreements for such services which will take effect upon the expiration or earlier termination under Section 11.1 of this Agreement.

14.12 Immigration Act of 1986

The Franchisee warrants on behalf of itself and all subcontractors engaged for the performance of this work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of this work.

14.13 Non-Discrimination

In the performance of this work, the Franchisee agrees that it will not engage in, nor permit such subcontractors as it may employ, to engage in discrimination in the employment of persons because of age, race, color, sex, national origin or ancestry, sexual orientation, physical disability, mental condition or religion of such persons.

14.14 Public and Employee Safety

Whenever the Franchisee's operations create a condition hazardous to the public or District employees, it shall, at its expense and without cost to the District, furnish, erect and maintain such fences, temporary railings, barricades, lights, signs, and other devices,

and take such other protective measures as are necessary to prevent accidents or damage or injury to the public and employees.

14.15 Recycled Products

The District encourages the Franchisee's use of recycled products.

14.16 Notice

All notices, demands, requests, proposals, approvals, consent, and other communications which this Agreement requires, authorizes or contemplates, except as provided in Section 12.1, shall be in writing and shall either be personally delivered to a representative of the parties at the address below or be deposited in the United States mail, first-class postage prepaid, addressed as follows:

District: District Manager
San Miguel Community Services District
1150 Mission Street
Post Office Box 180
San Miguel, California 93451

Franchisee: San Miguel Garbage Company
6625 Benton Road
San Miguel, California 93451

The address to which communications may be delivered may be changed from time to time by a notice given in accordance with this section.

Notice shall be deemed given on the day it is personally delivered or, if mailed, three (3) days from the date it is deposited in the mail.

14.17 Representatives of the Parties

References in this Agreement to the "District" shall mean the District Board and all actions to be taken by the District shall be taken by the District Board except as provided below. The District Board may delegate, in writing, authority to the District Manager, and/or to other District officials and may permit such officials, in turn, to delegate in writing some or all of such authority to subordinate officers. Franchisee may rely upon actions taken by such delegates if they are within the scope of the authority properly delegated to them.

Franchisee shall, by the effective date, designate in writing a responsible officer who shall serve as the representative of Franchisee in all matters related to the Agreement and shall inform the District in writing of such designation and of any limitations upon his or her authority to bind Franchisee. The District may rely upon action taken by such designated representative as actions of Franchisee unless they are outside the scope of the authority delegated to him/her by Franchisee as communicated to the District.

14.18 Entire Agreement

This Agreement represents the full and entire Agreement between the parties with respect to the matters covered herein. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely on the representations set forth herein and upon each party's own independent investigation of any and all facts, such party deems material.

14.19 Section Headings

The article headings and section headings in this Agreement are for convenience and reference only and are not intended to be used in the construction of this Agreement nor to alter or affect any of its provisions.

14.20 References to Laws

All references in this Agreement to laws shall be understood to include such laws as they may be subsequently amended or recodified, unless otherwise specifically provided.

14.21 Interpretation

This Agreement shall be interpreted and construed reasonably and neither for nor against either party, regardless of the degree to which either party participated in its drafting.

14.22 Amendment

This Agreement may not be modified or amended in any respect except by another Agreement in writing signed by the parties.

14.23 Severability

If any non-material provision of this Agreement is for any reason deemed to be invalid and unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement which shall be enforced as if such invalid or unenforceable provision had not been contained herein.

14.24 Counterparts

This Agreement may be executed in counterparts each of which shall be considered an original.

14.25 Use of "Will"

The use of the word "will" shall be construed as interchangeable with the word "shall."

14.26 Surviving Provisions

Sections 7.9, 7.14, 8.5, 10.1, 10.2, and other provisions of this Agreement so providing, shall survive termination of this Agreement.

14.27 Investigation

Franchisee has relied on its own investigations in deciding to enter into this Agreement and has not relied upon any representations of the District, its Board members, officers, directors, employees, or agents.

14.28 Authority to Execute

The person or persons executing this Agreement on behalf of Franchisee warrants and represents that he/she has the authority to execute this Agreement on behalf of the Franchisee and has the authority to bind Franchisee to the performance of its obligations hereunder.

(signatures on next page)

San Miguel Community Services District

San Miguel Garbage Company
A California Corporation

By: _____
Robert Roberson, Interim General Manager

By: _____
George Kardashian, President

ATTEST:

APPROVED AS TO FORM:

Tamara Parent, District Board Clerk

Douglas L. White, District General Counsel



San Miguel Community Services District Board of Directors Staff Report

July 23, 2020

AGENDA ITEM: XI-4

SUBJECT: Fire Department Temporary Housing Unit Continuation.

RECOMMENDATION: Discuss options for providing a Temporary Fire Department Staffing Housing Unit including space for a Sheriff's Beat Station.

The San Miguel Fire Department currently shares space with the CSD Staff and is beyond workspace capacity. Additionally, the Fire Department currently lacks the ability to provide accommodations for Department Members to provide 24-hour District coverage when required. Additionally, the Board has expressed interest in including a Sheriff's Beat Station within the temporary housing unit. Providing a "Beat Station" for the North County Sheriff's Deputies includes complexities such as increased cost, increased unit size, access, and security.

On July 13, 2020, Assistant Chief Scott Young contacted Vicki Jensen with Supervisors Peshong's office via email. Mrs. Jensen requested a phone follow-up. A call was placed on July 13, 2020, to discuss the project. It was conveyed that the Supervisors Office was in support of the proposed project.

On July 15, 2020, Assistant Chief Scott Young contacted Ian Parkinson via email. Staff is awaiting a response.

STAFF RECOMMENDATION.

Continue to discuss options for Sheriff Beat Station to be included in the Departments Temporary Housing Unit and the potential leasing of the property directly South of the Current Fire Department location.

FISCAL IMPACT:

The potential fiscal impact for furnishing and installing a prefabricated modular unit shall be determined upon completion of the preliminary pricing efforts, prior to proceeding with the final pricing phase.

PREPARED BY: Scott Young

APPROVED BY: Rob Roberson



San Miguel Community Services District

Board of Directors Staff Report

July 23, 2020

AGENDA ITEM: XI-5

SUBJECT: Continued Discussion on the status of the Machado Wastewater Treatment Facility expansion and the aerator upgrade project.

RECOMMENDATION: Discuss status of the Machado Wastewater Treatment Facility expansion and the aerator upgrade project.

CURRENT STATUS:

WWTF

The existing plant upgrade was completed in 2001, at that time it was upgraded to a maximum capacity of 200,000 gallons per day.

COMPLIANCE – Based on the 4th quarter 2019 testing the plant is out of compliance for a single sample and is out of compliance for the 6-sample average in regard to TDS, Sodium and Chloride

FLOW – In *June* the plant averaged 153,501 gallons per day (77% of hydraulic design capacity) with a max day of 173,736 gallons (87% of hydraulic design capacity)

On 6/18/18 the District received a letter from SWRCB outlining the status of the plant and setting a timeline of approximately 2.9 years before the plant reaches capacity. This is the window to complete the expansion to prevent potential overflows and potential violations.

Monsoon Consultants is currently working on design requirements and options to meet current/future and proposed regulatory requirements.

- August 2018 WWTP Expansion engineering report.
- November 2018 DE presented options to the Board and discussed the engineering study and alternatives
- December 2018 DOU and Engineer from Monsoon Consultants toured SBR and MBR plants and talked to operators about process benefits and issues
- January 2019 the DE delivered the Final engineering report to the Board at the regular Board Meeting and the Board subsequently approved the report.

- January 2019 the District submitted the Final Engineering Report to the CCWQCB for their review and comment.
- February 2019 DE and Director of Utilities met with CCWQCB staff to discuss the engineering report and future project phases, requirements, funding, permitting, and schedules.
- February 2019 the District submitted the Final Engineering Report to PG&E for their review in advance of a meeting to discuss future WWTF electrical service requirements and the potential for technical/financial assistance for the WWTF expansion/renovation.
 - The District also applied for a service change to PG&E to begin the process of determining the extent of improvements needed to service the new power requirements.
- February 2019 the District applied to SoCal Gas for service and is in the process of determining costs to bring gas to the plant.
- August 2019 DE and DOU toured manufacturing plant and installations MBR package plants
- October 2019 the Board approved a contract with Monsoon Consultants to prepare the construction plans for the WWTF expansion
- November 2019 District received an agreement for a \$250,000 planning grant for the WWTF expansion.
- March 2020 RFP was released for an environmental consultant for the WWTF
- April 2020 Submitted Preliminary Engineering Report to USDA for review for Grant/ Loan funding. Comments were received back from the USDA which are being addressed by the DE
- April 23, 2020, the Board approved DUDEK proposal to perform environmental consultation for the District in relation to the WWTF and Recycled Water distribution system (purple pipe)
- May 2020 the District received the signed agreement back for the planning grant and submitted the initial invoice for reimbursement.
- June 2020 DE completed an analysis of the flooding risk to the WWTF site from Salinas River flood flows. The results of the study will be incorporated into the final design.
- June 2020 the DE completed the revisions of the USDA Preliminary Engineering Report (PER) and will resubmit to the USDA for funding consideration.
- On June 18, 2020 The Central Coast Regional Water Quality Control Board release it's DRAFT General Waste Discharge Requirements (Order No. R3-2020-0020) for Discharges from Domestic Wastewater Systems with Flows >100,000 GPD. The DE has participated in four virtual meetings to discuss this DRAFT order with Waterboard staff and other dischargers that will be subject to this order when it is finalized. The District WWTP, including the planned expansion / renovation will be subject to the requirements in this order

AERATOR PROJECT

5/17/18 WSC has issued the Final Technical Memorandum outlining some of the options for the replacement of the existing surface aerators with bubbler aeration in the ponds. Part of the recommendation is to install a headworks to prevent fouling the diffusers.

The Energy Watch and PG&E are working on preliminary paperwork for On-Bill Financing for this project once it is ready.

The aeration project is being modified as part of the overall expansion of the WWTF. It is possible that the original project will be scrapped in favor of other assistance available from PG&E.

FUNDS EXPENDED

Total Costs incurred to date

- Property acquisition - \$240,140 (Paid with Capital Funds not covered under any grant FY2016-17)
- Engineering - \$170,740 (Reimbursable through the IRWM Grant) (\$112,000 received to date)

GRANT FUNDING

Awarded

- Integrated Regional Water Management (IRWM) Prop 1 DAC -- \$177,750 for Wastewater plant upgrade analysis, basin recharge study.
- The agreement for this grant was received in February 2019 and has been processed and returned, invoices have been submitted to IRWM and the District should receive reimbursement for the initial requests after July.
- State Revolving Fund (SRF) -- \$250,000 for construction design and engineering – The District received the agreement for this grant in November 2019. The grant is retroactive to 2017.

Applied for/ to

- Started discussion with SLO County on the potential for CDBG funds to help pay for construction. The application is in process.
- Preparing to apply to DWR and USDA
- Held pre-application meeting with USDA to start application process 1/10/2020
- Met with Cayucos Sanitary District to discuss how they are financing their Wastewater treatment plant currently under construction
- Discussed additional funding with the Department of Financial Assistance at the state about construction financing.
- Submitted a Pre-Application to DWR for \$14.5M in funding through the Small Community Funding Program on May 5, 2020.

NEXT STEPS:

WWTF

Now that the FINAL engineering report is completed and has been approved by the Board, the DE has begun working on a proposed schedule/ timeline which will be presented to the Board for the preparation of construction documentation, environmental/regulatory compliance measures, and permitting. At that time, the DE will provide cost estimates associated with that schedule.

One of the first things that will be needed will be a headworks and larger lift station. Once a capacity is determined that will be brought to the board for approval.

Based on discussions with the DE, we have initiated the final design phase for the recommended WWTP upgrade and expansion design alternative. We have scheduled approximately 9 months to complete the final design and the preparation of the Construction / Bidding Documents. On April 23, 2020, the Board awarded a contract to Dudek for Environmental Studies as required for CEQA/NEPA Compliance for the recommended WWTP upgrade and expansion design alternative. The timing of the environmental compliance & permitting work will coincide with the completion of the final design phase. Under our currently planned schedule, the District should plan on initiating the process of obtaining financing for the WWTP upgrade and expansion project during the third quarter of 2020, with the goal of having financing in place to advertise and award a construction project in 2021.

Although the District staff are aggressively researching and applying for grant funding opportunities, it is likely that, in order to meet our deadline, the District may need to pay out of pocket for some of the construction design work.

AERATOR PROJECT

Once design criteria are determined for the WWTF and it is determined that the aeration upgrade will be maintained with the plant expansion then staff will bring additional items to the board to facilitate the approval and construction of the aeration upgrade.

COUNT DOWN CLOCK

Notice issued – June 2018 Deadline given – March 2021 (2.9 years)

Time remaining— 8 months

FISCAL IMPACT

No impact resulting from this information.

RECOMMENDATION

This item is for information and discussion only.

Due to the limited time frame, this item will be updated monthly and the Board will likely have additional items for approval in conjunction with this report.

PREPARED BY:

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