



BOARD OF DIRECTORS

Raynette Gregory, President Anthony Kalvans, Vice-President
Ward Roney, Director Hector Palafox, Director Vacancy, Director

REGULAR MEETING AGENDA

Open Session 7:00 - then convene to Closed Session

601 12th Street San Miguel, CA Date: 09-22-2022

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.

Public Comment: Sign in sheet at podium for public comment. 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 item "Public Comment and Communications for items not on the agenda". Person(s) who wish to submit written correspondence, may do so at www.sanmiguelcsd.org. All correspondence is distributed to each Board Director and will become part of the record of that board meeting. Any member of the public may address the Board of Directors on items on the consent calendar.

Meeting Schedule: Regular Board of Director meetings are held 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 Posting Board/ San Miguel CSD office, 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.

1. **Call to Order**
2. **Roll Call**
3. **Approval of Regular Meeting Agenda**
4. **Call to Order for Regular Board Meeting/Pledge of Allegiance**

5. 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 sign in with name and address at podium.*

6. Special Presentations/Public Hearings/Other

1. Presentation from Bartle Wells and Associates (BWA) regarding the current rate study process.

Receive presentation and ask questions regarding the rate study process.

7. Non- District Reports:

1. San Luis Obispo County Organizations

Verbal/Report

2. Camp Roberts—Army National Guard

Verbal

3. Community Service Organizations

Verbal

8. Staff & Committee Reports - Receive & File

1. General Manager

Receive report

2. District Counsel

Receive and File

3. District Utilities

Receive and File

4. Fire Chief Report

Receive and File

- 9. 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. Approve contract language for the previously approved agreement with ForeFront Power to install photovoltaic power at the Machado Wastewater Treatment Facility

Approve contract language for the previously approved agreement with ForeFront Power to install photovoltaic power at the Machado Wastewater Treatment Facility

2. Authorize the General Manager to act as authorized representative for Clean Water State Revolving Fund Grants for the Machado Wastewater Treatment Facility

Approve RESOLUTION 2022-49 authorizing the General Manager, Kelly Dodds to act as authorized representative for Clean Water State Revolving Fund Grants for the Machado Wastewater Treatment Facility

3. Authorize release of Tank Coating RFQ/P

Authorize the General Manager to release an RFQ/P for the inspection and assessment of the .65 Million Gallon Water tank.

4. 8-16-2022 Draft Special Meeting Minutes- Closed Session Only

Receive and File

5. 8-16-2022 Draft Special BHI #2 Meeting Minutes

Receive and File

6. 8-25-2022 Draft Regular Board Meeting Minutes

Receive and File

7. Approve revised job descriptions for General Manager, Director of Utilities, Fire Chief, Fire Prevention Officer, and Board Clerk/ Account Manager

Approved RESOLUTION 2022-53 adopting revised job descriptions for General Manager, Director of Utilities, Fire Chief, Fire Prevention Officer, and Board Clerk/Account Manager.

10. Board Action Items

1. Fire Chief Employment Agreement between the San Miguel Community Services District and Scott Young

Appoint Scott Young as the District Fire Chief and Approve the Fire Chief Employment Agreement between the San Miguel Community Services District and Scott Young

2. Financial Reports - August 2022

Review, Discuss and Receive the Enumeration of Financial Reports for August 2022. The Financial Reports are for review and information. After the Audit a final Financial Report will be presented.

3. Authorize purchase of a replacement scissor lift (Project 22001).

Approve RESOLUTION 2022-51 authorizing the General Manager to purchase a replacement scissor lift in an amount not to exceed \$30,000 (Project 22001).

4. Authorizing banking powers for General Manager and Financial Officer, and removing banking powers for former Interim General Manager Robert Roberson

Approve RESOLUTION 2022-50 authorizing banking powers for General Manager Kelly Dodds and Financial Officer Michelle Hido for District bank accounts and removing banking powers for former Interim General Manager Robert Roberson

5. Discussion on the Board Handbook.

Discuss previously mentioned changes and provide any additional changes or language to staff for inclusion in the handbook revision

6. Rural Fire Capacity (RFC) / Volunteer Fire Capacity (VFC) Grant

Approve RESOLUTION 2022-48 authorizing the Assistant Fire Chief to accept the Rural Fire Capacity (RFC) / Volunteer Fire Capacity (VFC) grant award from Cal Fire in the amount of \$18,153.59 for the purchase of equipment as described and approved within the grant application submitted March 8, 2022.

Total purchases shall not exceed \$36,307.18

7. Rural Fire Capacity / Volunteer Fire Capacity Grant Budget adjustment

Approve RESOLUTION 2022-52 authorizing a budget adjustment required to accept the Rural Fire Capacity (RFC) / Volunteer Fire Capacity (VFC) grant award from Cal Fire in the amount of \$18,153.59 for the purchase of equipment as described and approved within the grant application submitted March 8, 2022. Total purchases shall not exceed \$36,307.18

8. Fire Department Code Enforcement Violation

Continue discussion on the correctional measures to resolve the Code Enforcement Notice of Violation for the existing conditions at the San Miguel Fire Station

9. Machado Wastewater Treatment Facility expansion and upgrade project.

Continued discussion on the status of the Machado Wastewater Treatment Facility expansion and upgrade project.

11. 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.

12. **Adjourn to Closed Session/Closed Session Agenda** *Public comment for items on closed session agenda.*

1. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9:1

Discussion

13. Report out of Closed Session: Report out of closed session by District General Counsel (WhiteBrenner, LLP)

14. Adjournment to Next Regular Meeting

ATTEST:

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

I, Tamara Parent, Board Clerk of San Miguel Community Services District, hereby certify that I caused the posting of this agenda at the SMCSD office.

Date:

Raynette Gregory, SMCSD Board President 2022
Kelly Dodds, SMCSD General Manager
Tamara Parent, SMCSD Board Clerk

**Board of Directors
Staff Report**

September 22, 2022

AGENDA ITEM: 1

SUBJECT: Presentation from Bartle Wells and Associates (BWA) regarding the current rate study process.

SUGGESTED ACTION: Receive presentation and ask questions regarding the rate study process.

DISCUSSION:

FISCAL IMPACT:

There is no additional cost associated with this presentation.

PREPARED BY: Kelly Dodds

**Board of Directors
Staff Report**

September 22, 2022

AGENDA ITEM: 1

SUBJECT: San Luis Obispo County Organizations

SUGGESTED ACTION: Verbal/Report

DISCUSSION:
Verbal/Report

FISCAL IMPACT:
None

PREPARED BY: Tamara Parent

**Board of Directors
Staff Report**

September 22, 2022

AGENDA ITEM: 2

SUBJECT: Camp Roberts—Army National Guard

SUGGESTED ACTION: Verbal

DISCUSSION:
Verbal/Report

FISCAL IMPACT:
None

PREPARED BY: Tamara Parent

**Board of Directors
Staff Report**

September 22, 2022

AGENDA ITEM: 3

SUBJECT: Community Service Organizations

SUGGESTED ACTION: Verbal

DISCUSSION:
Verbal/Report

FISCAL IMPACT:
None

PREPARED BY: Tamara Parent

**Board of Directors
Staff Report**

September 22, 2022

AGENDA ITEM: 1

SUBJECT: General Manager

SUGGESTED ACTION: Receive report

DISCUSSION:

Verbal

FISCAL IMPACT:

None

PREPARED BY: Kelly Dodds

**Board of Directors
Staff Report**

September 22, 2022

AGENDA ITEM: 2

SUBJECT: District Counsel

SUGGESTED ACTION: Receive and File

DISCUSSION:

Verbal

FISCAL IMPACT:

None

PREPARED BY: Kelly Dodds

Board of Directors Staff Report

September 22, 2022

AGENDA ITEM: 3

SUBJECT: District Utilities

SUGGESTED ACTION: Receive and File

DISCUSSION:

Well Status:

- Well 4 is fully operational – Well Level 111’ 8/22/2022 (STATIC)
- Well 3 is fully operational – Well Level 108.22’ 8/31/2022 (STATIC)
- SLT well is fully operational
- **Total combined average running hours per day (9.85)**

(threshold for stage 1 resource severity level determination is 17 hours per day)

Water System status:

Water leaks this month:0 This calendar year: 1

Water related calls through the alarm company after hours this month: 0 This Year: 2

- Participating in PG&E Emergency Load Reduction Program (ELRP) to help prevent brownouts and blackouts.

Sewer System status:

Sewer overflows this month: 0 this year: 1

Sewer related calls through the alarm company this month: 0 This Year: 1

- Video inspection of all sewer lines is in progress as time permits.

WWTF status:

- Notice of Intent (NOI) for new general order permit from the Waterboard is in progress.
 - NOI was submitted and we are awaiting a response from the Waterboard.

State Water Resources Control Board (SWRCB):

- .

Division of Water Resources (DWR):

- .

Regional Water Management Group (RWMG)/ Water Resources Advisory Committee (WRAC):

- The RWMG and WRAC approved sending a recommendation to the Board of Supervisors to approve funding for Prop 1 round 2 grant funding.
 - That proposal included \$300,000 for replacement of the water line in the Mission alley between San Luis Obispo and 10th street.

Billing related activity:

- **Total active accounts (at the time of this report)**
- 915 water accounts
- 816 wastewater accounts
- **Overdue accounts (at the time of this report)**
- 11 accounts 60 days past due
- **Accounts on a Payment Arrangement Agreement**
- 0 accounts have started the arrangement
- **Service orders (for this month at the time of this report)**
- 3 service orders issued and completed

Lighting status:

- .

Mission street Landscaping:

- Located and fixed additional leaks in the irrigation along mission street.
- Repaired 2 park benches, one from vehicle damage and the other from normal wear.

Solid Waste:

Mattress recycling

- Mattresses are accepted by appointment only, Monday, Wednesday, Friday between 8 am and 11 am.

E-Waste collection

- E-waste is accepted Monday, Wednesday, Friday between 8 am and 11 am.

Planning another cleanup day with CalTrans October 29th.

SB-1383:

- Met with IWMA and Cal Recycle regarding the District and SB 1383. We are currently in compliance and Cal Recycle is happy that we are exceeding what is required. That is in large part to the proactive work of San Miguel Garbage.

Project status:

- **Replacement water tank and pump station on east side of river/ water line replacement.** (21007) started February 2022
 - **(POTENTIALLY GRANT FUNDED)**
 - Project was proposed to the RWMG to be included in the IRWM round 2 funding.
 - Working on other funding opportunities for this project.
- **Study to determine condition and I&I of the existing sewer collection system** (21008) started February 2021
 - **(100% GRANT FUNDED)**
 - Application is in review by DFA awaiting award approval.
- **Mission Gardens Replacement Generator Project** (21001) started January 2022
 - **(FUNDED WITH SURCHARGE FEES)**
 - Waiting on Gas meter for startup
- **Cost of Service Rate Study** (22005) started June 2022
 - Bartle Wells Associates (BWA) providing an overview at this meeting

Staffing

- One vacant position.
- WWTF Operator Lead, which will remain vacant until we are closer to WWTF construction.
- Investigating feasibility of hiring an additional person to fill a need for compliance and reporting in the utilities departments.

SLO County in San Miguel:

- .

Caltrans in San Miguel:

- .

FISCAL IMPACT:

None

PREPARED BY: Kelly Dodds

**Board of Directors
Staff Report**

September 22, 2022

AGENDA ITEM: 4

SUBJECT: Fire Chief Report

SUGGESTED ACTION: Receive and File

DISCUSSION:
See Attachments

FISCAL IMPACT:
None

PREPARED BY: Robert Roberson

San Miguel Community Services District Board of Directors Meeting



Staff Report

September 22, 2022

SUBJECT: Fire Chief & Asst Fire Chief Report for August 2022.

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

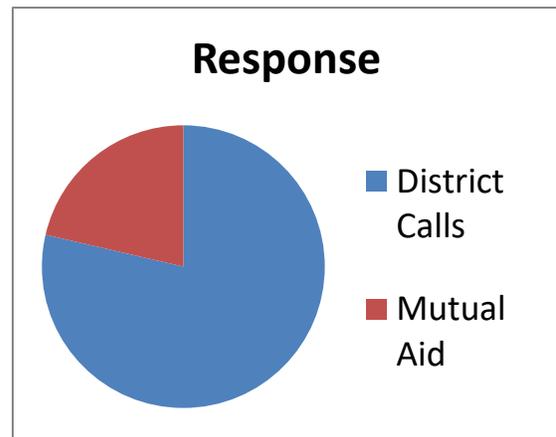
INCIDENT RESPONSE:

- Total Incidents for August 2022 **29**
- Average Calls for per 7 Months in 2022 **31**
- Total calls for the year to date **248**

Emergency Response Man Hours in August = 76	Total	771
Stand-By Man Hours for August = 6	Total	<u>32</u>
	Total hr.	803

Emergency Response Man Hours = **2.6 hr.** Per call for August **3.1** Per call for the year
 Stand-By Average per Call = **.02** Per call for, August **.12** Per call for the year

August YTD 248 calls	
District calls	195= 78%
Mutual aid calls	53 =21%
Assist Camp Roberts	11 = .04%



Fire Department Financial overview

July

Beginning – **\$1,070,268.96**

Received – \$626.82 = \$1,071,522.0

Transferred in - \$20,863.22 = \$1,092,385.22

Disbursed – \$0 = \$1,092,385.22

Transferred Out- \$142,598.06 = **\$949,133.94**

August

Beginning – **\$942,971.63**

Received – \$53,983,055 = \$996,955.18

Transferred in - \$559,171.50 = \$1,556,126.68

Disbursed – \$0 = \$1,509,626.68

Transferred Out- \$613,113.34 = **\$943,013.34**

Equipment:

- All equipment is in service
- Radio upgrade

Activities:

- Still actively working within the COVID standards.
- Temporary Housing Unit permit has been submitted.
- Working on the Temporary Housing Unit Installation.
- Completed the Fire Department Strategic Master Plan with BHI.
- Working on facility plans for Phase 2 Apparatus Bay and Phase 3 Fire Station Remodel design.
- Reviewing fire department financials for the 2021/2022 Audit.

Information:

- Fire Prevention Report.

County Fire Chiefs Meeting Report:

- Updating the MDC system for the entire County.
- Additional fees will be assessed with the county dispatch services for the systems connection.

Prepared By:

Rob Roberson | Scott Young

Rob Roberson, Fire Chief & Scott Young, Assistant Fire Chief

FIRE EQUIPMENT

2022 MILEAGE / FUEL REPORT

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	13	0	34	19	43	0	134	20	130	43.1	106	26	460	108	4.3
E-8668	88	14	32	23	68	25	276	15	150	59	144	72.2	758	208	3.6
P-8651	65	30	26	0	65	40	93	23	104	7	39.7	6.2	392.6	106	3.7
6 Month Total												1610.6	423	3.8	
Gas	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	
U-8630	233	18	111	9	317	21	1263	83	174	13	1566	71	3879.3	215	18.0
C-8601	266	19	201	32	330	0	327	34	190	0	921	103	2235	188	11.9
C-8600	460	30	303	28	174	0	353	36	555	24	387	34	2232	152	14.7
6 Month Total												8346.3	555	15.1	

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	154	42	34	0	0	0	0	0	0	0	0	0	648	150	4.3
E-8668	229	85	105	40	0	0	0	0	0	0	0	0	863	248	3.6
P-8651	36	14.2	29.2	0	0	0	0	0	0	0	0	0	457.8	120	3.7
12 Month Total												1968.8	519	3.8	
Gas	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	
U-8630	76.6	21	75.8	17	0	0	0	0	0	0	0	0	4031.7	253	17.0
C-8601	451	24	279	0	0	0	0	0	0	0	0	0	2965	212	13.0
C-8600	499	27	212	36	0	0	0	0	0	0	0	0	2943	215	13.7
12 Month Total												9939.7	680	14.6	

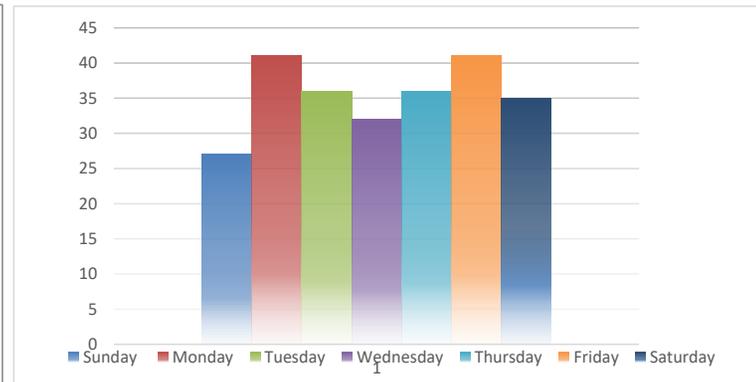
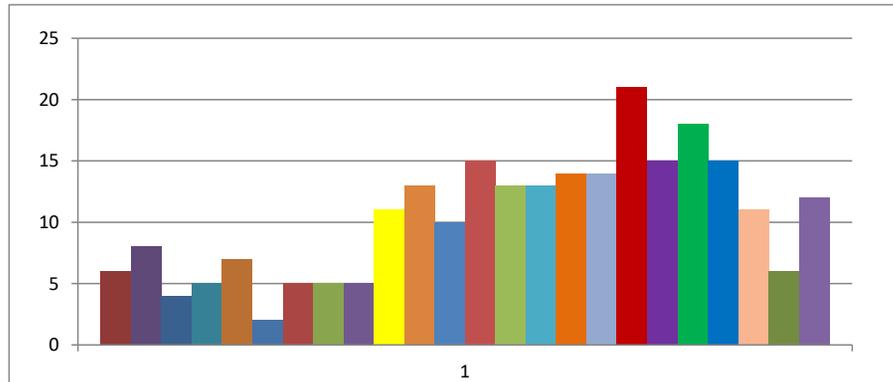
YTD 2021 Total	mi.	gal.	Avg. MPG
Diesel	1968.8	519	3.8
Gas	9939.7	555	17.9

Call per time of day and day of the week 2022

	After Hours						CSD Work Hours										Off Hours									
	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	Total	
Sunday	1	1	1	0	1	0	0	0	1	0	1	1	2	2	2	0	3	4	1	3	1	1	1	0	27	10%
Monday	1	2	2	1	1	0	1	2	2	1	1	3	2	2	1	3	1	3	1	1	1	3	3	3	41	16%
Tuesday	1	2	1	2	2	1	1	1	1	2	3	2	1	2	1	3	1	3	1	1	2	1	1	0	36	14%
Wednesday	0	1	0	0	0	0	1	0	1	1	2	1	5	2	3	2	2	2	2	2	2	2	0	1	32	12%
Thursday	0	0	0	2	2	0	2	2	0	4	3	1	1	2	4	3	1	1	3	3	1	1	0	0	36	14%
Friday	2	1	0	0	0	1	0	0	0	2	2	1	3	2	2	2	3	2	2	5	5	1	0	5	41	16%
Saturday	1	1	0	0	1	0	0	0	0	1	1	1	1	1	0	1	3	6	5	3	3	2	1	3	35	14%
Hour Total	6	8	4	5	7	2	5	5	5	11	13	10	15	13	13	14	14	21	15	18	15	11	6	12	248	
	2%	3%	1%	2%	2%	1%	2%	2%	2%	4%	5%	4%	6%	5%	5%	5%	5%	8%	6%	7%	6%	4%	2%	4%	93%	

Total calls during CSD Work Hours	84	33%
Total calls during Off time and weekends	164	66%
After Hours calls 22:00 to 06:00	50	20%
Total Weekend Calls	62	25%
Total Calls Monday thru Friday	186	75%

8am to 8pm 47 18%



	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	0	0	0	1	3	1	0	1											3	3
Veg. Fires	0	0	0	0	0	0	0	0	1	2	0	0	2	0	0	0											3	2
Vehicle Fires	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	1											2	1
Misc. Fires	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0											1	0
Illegal Burning	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0											1	0
Vehicle Accidents	2	0	4	3	1	1	4	2	4	3	1	1	4	1	1	1											21	12
False Alarms	1	0	0	0	0	0	1	1	0	0	2	0	1	0	0	0											5	1
Hazardous Condition	0	0	2	0	0	0	0	0	1	1	0	0	1	0	0	0											4	1
Hazardous Materials	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0											1	0
Standby	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0											0	0
Pub.Svc.Asst.	1	0	0	0	3	0	1	0	0	0	0	0	2	0	0	0											7	0
Medical Aids	18	3	11	2	12	2	23	3	19	8	14	3	28	9	22	3											147	33
Call TOTALS	22	3	17	5	16	3	31	6	25	14	18	5	43	11	23	6	0	0	0	0	0	0	0	0	0	0	195	53
	25		22		19		37		39		23		54		29		0		0		0		0		248			
<i>CPR</i>	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0											0	0
Mutual Aid SLO/Mon.	2	0	5	0	3	0	6	0	13	0	5	0	11	0	6	0											51	
Camp Bob Asst.	0		0		1		0		1		2		7		0												11	
Average Calls Per	<i>Month</i>		31.2	<i>Day</i>	1	<i>SLO Co. MA</i>					51	<i>Montrey Co. MA</i>					0	<i>CPR TOTAL</i>					0					

San Miguel Fire Department

San Miguel, CA

This report was generated on 9/13/2022 2:06:15 PM



Daily Log Items per Personnel for Activity Code for Personnel

Activity Codes: All Activity Codes | Personnel: Young, Scott P | Start Time: 00:00 | End Time: 23:00 | Start Date: 08/01/2022 | End Date: 08/31/2022

START	END	LOG TYPE	APPARATUS	NOTES	HOURS
Young, Scott P					
08/01/2022 06:49:00	08/01/2022 07:21:00	INCIDENT	E8668	Incident 2022-220 - EMS call, excluding vehicle accident with injury: Apparatus E8668 responded to 1428 K ST	0.53
08/01/2022 08:30:00	08/02/2022 08:30:00	DAYBOOK	SMF 1		24.00
08/01/2022 12:45:00	08/01/2022 13:08:00	INCIDENT	E8668	Incident 2022-221 - EMS call, excluding vehicle accident with injury: Apparatus E8668 responded to 8742 Magdalena ST	0.38
08/01/2022 13:35:00	08/01/2022 14:12:00	INCIDENT	E8668	Incident 2022-222 - EMS call, excluding vehicle accident with injury: Apparatus E8668 responded to 6385 Cross Canyons RD	0.62
08/02/2022 08:30:00	08/03/2022 08:30:00	DAYBOOK	SMF 1		24.00
08/02/2022 18:00:00	08/02/2022 22:00:00	DAYBOOK		Firefighter Training: Scene Size up Lead Instructor: Young, Scott P	4.00
08/03/2022 08:30:00	08/03/2022 17:00:00	DAYBOOK	SMF 1		8.50
08/04/2022 08:30:00	08/04/2022 17:00:00	DAYBOOK	SMF 1		8.50
08/07/2022 08:30:00	08/08/2022 08:30:00	DAYBOOK	8601		24.00
08/08/2022 08:30:00	08/08/2022 14:00:00	DAYBOOK	SMF 1		5.50
08/15/2022 08:30:00	08/16/2022 08:30:00	DAYBOOK	8601		24.00
08/16/2022 08:30:00	08/16/2022 22:30:00	DAYBOOK	SMF 1		14.00
08/16/2022 18:00:00	08/16/2022 22:00:00	DAYBOOK		EMS : EMS Lead Instructor:	4.00
08/17/2022 08:30:00	08/17/2022 17:00:00	DAYBOOK	SMF 1		8.50
08/17/2022 09:00:00	08/17/2022 10:00:00	DAYBOOK	8601	Meeting with Nelson re demo permit	1.00
08/18/2022 08:30:00	08/18/2022 17:00:00	DAYBOOK	SMF 1		8.50
08/21/2022 08:30:00	08/22/2022 08:30:00	DAYBOOK	8601		24.00
08/22/2022 08:30:00	08/22/2022 08:30:00	DAYBOOK	SMF 1		0.00
08/23/2022 08:30:00	08/23/2022 20:00:00	DAYBOOK	SMF 1		11.50
08/24/2022 08:30:00	08/24/2022 17:00:00	DAYBOOK	SMF 1		8.50
08/25/2022 08:30:00	08/25/2022 23:00:00	DAYBOOK	SMF 1		14.50
08/28/2022 08:30:00	08/29/2022 08:30:00	DAYBOOK	8601		24.00
08/29/2022 08:30:00	08/30/2022 08:30:00	DAYBOOK	SMF 1		24.00
08/30/2022 08:30:00	08/30/2022 17:00:00	DAYBOOK	SMF 1		8.50
08/31/2022 08:30:00	08/31/2022 17:00:00	DAYBOOK	SMF 1		8.50
Total Hours for: Young, Scott P					283.53
Total of all Personnel Hours					283.53

Lists the Daily Log items, grouped by Personnel, corresponding to the selected Activity Code and Personnel.



**Board of Directors
Staff Report**

September 22, 2022

AGENDA ITEM: 1

SUBJECT: Approve contract language for the previously approved agreement with ForeFront Power to install photovoltaic power at the Machado Wastewater Treatment Facility

SUGGESTED ACTION: Approve contract language for the previously approved agreement with ForeFront Power to install photovoltaic power at the Machado Wastewater Treatment Facility

DISCUSSION:

This Agreement has been reviewed by Legal Counsel.

FISCAL IMPACT:

There are no additional cost associated with this approval. The Board approved an agreement with ForeFront at the August Board meeting.

PREPARED BY: Christina Pritchard

CONFIDENTIAL AND PROPRIETARY

**GENERAL TERMS AND CONDITIONS OF
ENERGY SERVICES AGREEMENT**

These General Terms and Conditions of Energy Services Agreement are dated as of the ____ day of _____, 2022 and are witnessed and acknowledged by FFP BTM SOLAR, LLC, a Delaware limited liability company (“ForeFront Power”) and San Miguel Community Services District, a California Special District, (“Purchaser”), as evidenced by their signature on the last page of this document. These General Terms and Conditions are intended to be incorporated by reference into Energy Services Agreements that may be entered into between ForeFront Power and Purchaser or between their respective Affiliates. These General Terms and Conditions shall have no binding effect upon ForeFront Power or Purchaser, respectively, except to the extent Purchaser or ForeFront Power (or an Affiliate thereof) becomes a party to an Energy Services Agreement that incorporates these General Terms and Conditions.

1. DEFINITIONS.

1.1 In addition to other terms specifically defined elsewhere in this Agreement, where capitalized, the following words and phrases shall be defined as follows:

“Affiliate” means, with respect to any specified Person, any other Person directly or indirectly controlling, controlled by or under common control with such specified Person.

“Agreement” means, the Energy Services Agreement.

“Applicable Law” means, with respect to any Person, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, Governmental Approval, consent or requirement of any Governmental Authority having jurisdiction over such Person or its property, enforceable at law or in equity, including the interpretation and administration thereof by such Governmental Authority.

“Assignment” has the meaning set forth in Section 13.1.

“Bankruptcy Event” means with respect to a Party, that either (i) such Party has (A) applied for or consented to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property; (B) admitted in writing its inability, or be generally unable, to pay its debts as such debts become due; (C) made a general assignment for the benefit of its creditors; (D) commenced a voluntary case under any bankruptcy law; (E) filed a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) taken any corporate or other action for the purpose of effecting any of the foregoing; or (ii) has a petition in bankruptcy filed against it, and such petition is not dismissed within ninety (90) days after the filing thereof.

“Business Day” means any day other than Saturday, Sunday or any other day which is deemed a holiday pursuant to California Code of Civil Procedure §6700.

“Commercial Operation” has the meaning set forth in Section 3.3(b).

“Commercial Operation Date” has the meaning set forth in Section 3.3(b).

“Confidential Information” has the meaning set forth in Section 15.1.

“Covenants, Conditions and Restrictions” or “CCR” means those requirements or limitations related to the Premises as may be set forth in a lease, if applicable, or by any association or other organization, having the authority to impose restrictions.

“Delay Liquidated Damages” means the daily payment of (i) \$0.250/day/kW (DC) of the estimated nameplate capacity of the System (as set forth in Schedule 1 of the Special Conditions).

“Disruption Period” has the meaning set forth in Section 4.3.

“Early Termination Date” means any date on which this Agreement terminates other than by reason of expiration of the then applicable Term.

“Early Termination Fee” means the fee payable by Purchaser to Provider under the circumstances described in Section 2.2, Section 2.3 or Section 11.2.

“Effective Date” has the meaning set forth in the preamble to the Special Conditions.

“Energy Services” has the meaning set forth in the Special Conditions.

“Energy Services Agreement” means each Energy Services Agreement (including the Schedules attached thereto) that may be entered into between ForeFront Power and Purchaser or between their respective Affiliates that incorporates these General Terms and Conditions by reference.

“Energy Services Payment” has the meaning set forth in the Special Conditions.

“Environmental Attributes” shall mean, without limitation, carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags, tradable renewable credits, or Green-e® products.

“Environmental Documents” has the meaning set forth in Section 7.2(f).

“Environmental Law” means any and all applicable federal, state, local, provincial and foreign, civil and criminal laws, statutes, ordinances, orders, common law, codes, rules, regulations, judgments, decrees, injunctions relating to the protection of health and the environment, worker health and safety, and/or governing the handling, use, generation, treatment, storage, transportation, disposal, manufacture, distribution, formulation, packaging, labeling, or release to the environment of or exposure to Hazardous Materials, including any such requirements implemented through Governmental Approvals.

“Estimated Remaining Payments” means as of any date, the estimated remaining Energy Services Payments to be made through the end of the then-applicable Term, as reasonably determined by Provider.

“Expiration Date” means the date on which this Agreement terminates by reason of expiration of the Term.

“Fair Market Value” means, with respect to any tangible asset or service, the price that would be negotiated in an arm’s-length, free market transaction, for cash, between an informed, willing seller and an informed, willing buyer, neither of whom is under compulsion to complete the transaction. Fair Market Value of the System will be determined pursuant to Section 2.4.

“Financing Party” means, as applicable (i) any Person (or its agent) from whom Provider (or an Affiliate of Provider) leases the System, (ii) any Person (or its agent) who has made or will make a loan to or otherwise provides financing to Provider (or an Affiliate of Provider) with respect to the System, or (iii) any Person acquiring a direct or indirect interest in Provider or in Provider’s interest in this Agreement or the System as a tax credit investor.

“Force Majeure Event” has the meaning set forth in Section 10.1.

“ForeFront Power” has the meaning set forth in the Preamble.

“General Terms and Conditions” means these General Terms and Conditions of the Energy Services Agreement, including all Exhibits hereto.

“Guaranteed Commercial Operation Date” has the meaning set forth in Section 5 of the Special Conditions, subject to extension as set forth in Section 2.2(b).

“Guaranteed Construction Start Date” has the meaning set forth in Section 5 of the Special Conditions, subject to extension as set forth in Section 2.2(b).

“Governmental Approval” means any approval, consent, franchise, permit, certificate, resolution, concession, license, or authorization issued by or on behalf of any applicable Governmental Authority, including any such approval, consent, order or binding agreements with or involving a governmental authority under Environmental Laws.

“Governmental Authority” means any federal, state, regional, county, town, city, or municipal government, whether domestic or foreign, or any department, agency, bureau, or other administrative, regulatory or judicial body of any such government.

“Hazardous Materials” means any hazardous or toxic material, substance or waste, including petroleum, petroleum hydrocarbons or petroleum products, and any other chemicals, materials, substances or wastes in any amount or concentration which are regulated under or for which liability can be imposed under any Environmental Law.

“Initial Term” has the meaning set forth in Section 2 of the Special Conditions.

“Installation Work” means the construction and installation of the System and the start-up, testing and acceptance (but not the operation and maintenance) thereof, all performed by or for Provider (by using one or more qualified contractors holding the appropriate licenses required in the jurisdiction where the System will be installed) at the Premises.

“Invoice Date” has the meaning set forth in Section 6.2.

“Liens” has the meaning set forth in Section 7.1(d).

“Local Electric Utility” means the local electric distribution owner and operator providing electric distribution and interconnection services to Purchaser at the Premises.

“Losses” means all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs and expenses (including all attorneys’ fees, expert witness fees, and other costs and expenses incurred in defending any such claims or other matters or in asserting or enforcing any indemnity obligation).

“Option Price” has the meaning set forth in Section 2.3(i).

“Party” or “Parties” has the meaning set forth in the preamble to the Special Conditions.

“Person” means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, firm, or other entity, or a Governmental Authority.

“Pre-existing Environmental Conditions” means any: (i) violation of, breach of or non-compliance with any Environmental Laws with respect to the Premises that first existed, arose or occurred on or prior to Provider’s commencement of construction at the Premises and (ii) the presence or release of, or exposure to, any Hazardous Materials at, to, on, in, under or from the Premises that first existed, arose or occurred on or prior to Provider’s commencement of construction at the Premises.

“Premises” means the premises described in Schedule 1 of the Special Conditions. The Premises includes the entirety of any structures and underlying real property located at the address in Schedule 1 of the Special Conditions.

“Provider” has the meaning set forth in the Special Conditions.

“Provider Default” has the meaning set forth in Section 11.1(a).

“Provider Indemnified Parties” has the meaning set forth in Section 16.2.

“Purchase Date” means the first Business Day that occurs after the applicable purchase date set forth in Schedule 3 of the Special Conditions.

“Purchaser” has the meaning set forth in the preamble to the Special Conditions.

“Purchaser Default” has the meaning set forth in Section 11.2(a).

“Purchaser Indemnified Parties” has the meaning set forth in Section 16.1.

“Renewal Term” if applicable, has the meaning set forth in Section 2 of the Special Conditions.

“Representative” has the meaning set forth in Section 15.1.

“Security Interest” has the meaning set forth in Section 8.2(a).

“Site-Specific Requirements” means the site-specific information and requirements as may be set forth in Schedule 6 of the Special Conditions.

“Special Conditions” means each Energy Services Agreement, excluding these General Terms and Conditions.

“Stated Rate” means a rate per annum equal to the lesser of (a) the “prime rate” (as reported in The Wall Street Journal) plus two percent (2%) or (b) the maximum rate allowed by Applicable Law.

“System” has the meaning set forth in Schedule 1 of the Special Conditions.

“System-based Incentives” means any accelerated depreciation, installation or production-based incentives, investment tax credits and subsidies including, but not limited to, the subsidies in Schedule 1 of the Special Conditions and all other related subsidies and incentives.

“System Operations” means Provider’s operation, maintenance and repair of the System performed by Provider or for Provider (by using one or more qualified contractors holding the appropriate licenses required in the jurisdiction where the System will be installed) in accordance with the requirements herein.

“Term” means the Initial Term, and the subsequent Renewal Term(s), if any.

“Term Year” means a twelve (12) month period beginning on the first day of the Term and each successive twelve (12) month period thereafter.

“Termination Date” means the date on which this Agreement ceases to be effective, including on an Early Termination Date or the Expiration Date.

“WREGIS” means the Western Renewable Energy Generation Information System.

1.2 Interpretation. The captions or headings in these General Terms and Conditions are strictly for convenience and shall not be considered in interpreting this Agreement. Words in this Agreement that impart the singular connotation shall be interpreted as plural, and words that impart the plural connotation shall be interpreted as singular, as the identity of the parties or objects referred to may require. The words “include”, “includes”, and “including” mean include, includes, and including “without limitation” and “without limitation by specification.” The words “hereof”, “herein”, and “hereunder” and words of similar import refer to this Agreement as a whole and not to any particular provision of this Agreement. Except as the context otherwise indicates, all references to “Articles” and “Sections” refer to Articles and Sections of these General Terms and Conditions.

2. TERM AND TERMINATION.

2.1 Term. The Initial Term is as specified in the Special Conditions.

2.2 Early Termination.

(a) Purchaser may terminate this Agreement prior to any applicable Expiration Date for any reason upon sixty (60) days’ prior written notice.

(i) If Purchaser terminates the Agreement after commencement of the Installation Work but prior to the Expiration Date of the Initial Term, Purchaser shall pay, as liquidated damages, the Early Termination Fee set forth on Schedule 3, Column 1 of the Special Conditions, and Provider shall cause the System to be disconnected and removed from the Premises in accordance with Section 2.4. Upon Purchaser’s payment to Provider of the Early Termination Fee, this Agreement shall terminate automatically.

(ii) If Purchaser terminates the Agreement prior to commencement of the Installation Work, Purchaser shall pay, as liquidated damages, the Early Termination Fee set forth in Schedule 3, Column 1 of the Special Conditions or a Pre-Installation Termination Payment, whichever is lesser. The Pre-Installation Termination Payment shall be equal to the sum of (after Provider has taken action to minimize the liability of Provider and Purchaser, including returning or re-allocating already purchased equipment):

- a. Documented costs incurred by Provider towards the installation of the System plus twenty percent (20%) of such costs;
- b. Documented financing costs associated with the costs incurred by Provider towards the installation of the System up until the date of termination;
- c. Documented site restoration costs, if site restoration is required by the Purchaser; and
- d. Any and all other documented amounts previously accrued under this Agreement and then owed by Purchaser to Provider.

Upon Purchaser’s payment to Provider of the Pre-Installation Termination Payment, this Agreement shall terminate automatically

(b) Purchaser may (i) if Provider fails to commence construction by the Guaranteed Construction Start Date, be entitled (as its sole remedy) to Delay Liquidated Damages not to exceed \$22.5/kW (DC) of the estimated nameplate capacity of the System (as set forth in Schedule 1 of the Special Conditions), (ii) terminate this Agreement with no liability whatsoever, including, but not limited to the Early Termination Fee, if Provider fails to commence construction of the System by the date that is ninety (90) days after the Guaranteed Construction Start Date, or (iii) if Provider fails to achieve Commercial Operation by the Guaranteed Commercial Operation Date, be entitled (as its sole remedy) to Delay Liquidated Damages not to exceed \$15/kW (DC) of the estimated nameplate capacity of the System (as set forth in Schedule 1 of the Special Conditions), plus (if Installation Work had commenced at the Premises as of the date of termination) any costs reasonably incurred by Purchaser to return its Premises to its condition prior to commencement of the Installation Work. Further, Purchaser may terminate this Agreement with no liability whatsoever, including, but not limited to the Early Termination Fee, if Provider fails to commence Commercial Operation by the date that is sixty (60) days after the Guaranteed Commercial Operation Date. The Guaranteed

Construction Start Date and Guaranteed Commercial Operation Date shall be extended on a day-for-day basis if any of the following occurs: (x) notwithstanding Provider's commercially reasonable efforts, interconnection approval is not obtained within sixty (60) days after the Effective Date, provided that interconnection applications are submitted within 45 days of the later of (a) the Effective Date and (b) finalization of the System layout, (y) a Force Majeure Event occurs or for any delays by the Local Electric Utility or (z) an occurrence of any other unforeseeable event outside of Provider's reasonable control, provided that Provider makes reasonable efforts to mitigate the impact of such events on the Guaranteed Construction Start Date or Guaranteed Commercial Operation Date (as applicable). Any such extension pursuant to subsection (z) shall be subject to the approval of Purchaser which shall not be unreasonably withheld, conditioned or delayed.

2.3 Purchase Option.

(i) On any Purchase Date, so long as a Purchaser Default shall not have occurred and be continuing, Purchaser has the option to purchase the System for a purchase price (the "Option Price") equal to the greater of (a) the Fair Market Value of the System as of the Purchase Date, or (b) the Early Termination Fee as of the Purchase Date, as specified in Schedule 3, Column 2 of the Special Conditions. To exercise its purchase option, Purchaser shall, not less than one hundred and eighty (180) days prior to the proposed Purchase Date, provide written notice to Provider of Purchaser's intent to exercise its option to purchase the System on such Purchase Date. Within thirty (30) days of receipt of Purchaser's notice, Provider shall specify the Option Price, and provide all calculations and assumptions supporting said Option Price to Purchaser. Purchaser shall then have a period of thirty (30) days after notification to confirm or retract its decision to exercise the purchase option or, if the Option Price is equal to the Fair Market Value of the System, to dispute the determination of the Fair Market Value of the System. In the event Purchaser confirms its exercise of the purchase option in writing to Provider (whether before or after any determination of the Fair Market Value determined pursuant to Section 2.3(ii)), (i) the Parties shall promptly execute all documents necessary to (A) cause title to the System to pass to Purchaser on the Purchase Date, free and clear of any Liens, and (B) assign all vendor warranties for the System to Purchaser, and (ii) Purchaser shall pay the Option Price to Provider on the Purchase Date, such payment to be made in accordance with any previous written instructions delivered to Purchaser by Provider or Provider's Financing Party, as applicable, for payments under this Agreement. Upon execution of the documents and payment of the Option Price, in each case as described in the preceding sentence, this Agreement shall terminate automatically. Payment of the Option Price shall be in lieu of and instead of any payments as described in Section 2.2 hereof. In the event Purchaser retracts its exercise of, or does not timely confirm, the purchase option, the provisions of this Agreement shall be applicable as if Purchaser had not exercised any option to purchase the System.

(ii) Determination of Fair Market Value. If the Option Price indicated by Provider in accordance with Section 2.3(i) is equal to the Fair Market Value (as determined and demonstrated by supporting documentation provided by Provider) and Purchaser disputes such stated Fair Market Value within thirty (30) days of receipt of such notice from Provider, then the Parties shall mutually select an independent appraiser with experience and expertise in the Energy Services industry. Such appraiser shall have expertise and experience in valuing photovoltaic systems, resale markets for such systems and related environmental attributes, and shall act reasonably and in good faith to determine Fair Market Value and shall set forth such determination in a written opinion delivered to the Parties. The valuation made by the appraiser shall be binding upon the Parties in the absence of fraud or manifest error; however, if Purchaser in good faith disputes the valuation made by the appraiser, Purchaser shall have the right to retract its decision to exercise the Purchase Option. The costs of the appraisal shall be borne by Purchaser if such appraisal results in a value equal or greater than the value provided by Provider pursuant to Section 2.3(i); otherwise, the Parties shall equally share such cost.

2.4 Removal of System at Expiration. Subject to Purchaser's exercise of its purchase option under Section 2.3, upon the expiration or earlier termination of this Agreement, Provider shall, at Provider's expense, remove all of its tangible property comprising the System from the Premises on a mutually convenient date but in no case later than ninety (90) days after the Termination Date. The Premises shall be returned to its original condition, except for System mounting pads or other support structures on roof-mounted systems only, and ordinary wear and tear. If the System is to be located on a roof, then in no case shall Provider's removal of the System affect the integrity of Purchaser's roof, which shall be as leak proof as it was prior to removal of System (other than ordinary wear and tear). For purposes of Provider's removal of the System, Purchaser's covenants pursuant to Section 7.2 shall remain in effect until the date of actual removal of the System. Provider shall leave the Premises in neat and clean order. If Provider

fails to remove or commence substantial efforts to remove the System by such agreed upon date, Purchaser shall have the right, at its option, to remove the System to a public warehouse and restore the Premises to its original condition (other than System mounting pads or other support structures and ordinary wear and tear) at Provider's reasonable cost.

2.5 Conditions Prior to the Commercial Operation Date.

(a) In the event that any of the following events or circumstances occur prior to the Commercial Operation Date, Provider may (at its sole discretion) provide notice that it is terminating this Agreement, in which case neither Party shall have any liability to the other except for any such liabilities that may have accrued prior to such termination, including but not limited to Provider's restoration of the Premises in accordance with Section 2.4:

(i) Provider determines that the Premises, as is, is insufficient to accommodate the System or unsuitable for construction or operation of the System.

(ii) There exist site conditions (including environmental conditions) or construction requirements that were not known as of the Effective Date and that could reasonably be expected to materially increase the cost of Installation Work or would adversely affect the electricity production from the System as designed.

(iii) There is a material adverse change in the regulatory environment, incentive program or federal or state tax code (including the expiration of any incentive program or tax incentives in effect as of the Effective Date) that could reasonably be expected to adversely affect the economics of the installation for Provider and its investors.

(iv) Provider is unable to obtain financing for the System on terms and conditions satisfactory to it.

(v) Provider has not received: (1) a fully executed license in the form of Exhibit A of these General Conditions from the owner of the Premises (if the Purchaser is a tenant), (2) a release or acknowledgement from any mortgagee of the Premise, if required by Provider's Financing Party, to establish the priority of its security interest in the System, and (3) such other documentation as may be reasonably requested by Provider to evidence Purchaser's ability to meet its obligations under Section 7.2(d)(ii) to ensure that Provider will have access to the Premises throughout the Term.

(vi) There has been a material adverse change in the rights of Purchaser to occupy the Premises or Provider to construct the System on the Premises.

(viii) Purchaser has determined that there are easements, CCRs or other land use restrictions, liens or encumbrances that would materially impair or prevent the installation, operation, maintenance or removal of the System.

(ix) There has been a material adverse change in Purchaser's credit-worthiness.

(b) If any of the conditions set forth in Section 2.5(a) are partly or wholly unsatisfied, and Provider wishes to revise the information in the Special Conditions, then Provider may propose modifications to the Special Conditions for acceptance by Purchaser. If Purchaser does not accept such modified Special Conditions, Provider may terminate this Agreement as provided in Section 2.5(a) and shall restore the Premises in accordance with Section 2.4. If Purchaser accepts such revised Special Conditions, such revised Special Conditions shall be deemed an amendment of this Agreement, and this Agreement shall remain in force and effect upon execution by both Parties.

2.6 Co-Located Systems. With respect to any Systems that are co-located at the same Premises and connected to the same meter, the Parties acknowledge that the Systems are intended to be owned and operated as one integrated system, and that the Energy Services Payment (a) represents the added value of integrating the Systems to enable Provider's delivery of the Energy Services pursuant to the Agreements when needed by Purchaser, and (b) is a component part of the total consideration payable to Provider in exchange for Provider's comprehensive duties under this Agreement and the Agreement(s) related to the other co-located System(s). Accordingly, the Parties further agree (x) to treat the Systems as one integrated system for all purposes, and (y) that any right or option that is exercised with

respect to the System or this Agreement, whether in respect of early termination, purchase option or otherwise, shall also be exercised with respect to the Agreement(s) related to the other co-located System(s).

3. CONSTRUCTION, INSTALLATION AND TESTING OF SYSTEM.

3.1 Installation Work. Provider will cause the System (by using one or more qualified contractors holding the appropriate licenses required in the jurisdiction where the System will be installed) to be designed, engineered, installed and constructed substantially in accordance with Schedule 1 of the Special Conditions and Applicable Law. At its request, Purchaser shall have the right to review all construction plans and designs, including engineering evaluations of the impact of the System. Provider shall perform the Installation Work at the Premises between the hours of 7:00 a.m. and 7:00 p.m. in a manner that minimizes inconvenience to and interference with the use of the Premises to the extent commercially practical.

3.2 Approvals; Permits. Purchaser shall assist Provider in obtaining all necessary consents, approvals and permits required to perform Purchaser's and Provider's obligations under this Agreement, including but not limited to those related to the Local Electric Utility, any Governmental Approval, and any consents, waivers, approvals or releases required pursuant to any applicable contract or CCR.

3.3 System Acceptance Testing.

(a) Provider shall conduct testing of the System in accordance with such methods, acts, guidelines, standards and criteria reasonably accepted or followed by providers of Energy Services similar to those provided by the System in the United States. Provider shall provide Purchaser with reasonable advanced notice of such testing and shall permit Purchaser or Purchaser's representative to observe such testing. Purchaser's observation of such testing shall not be construed as or deemed an approval of such testing or test results.

(b) If the results of such testing indicate that the System is capable of providing the Energy Services, using such instruments and meters as have been installed for such purposes, and the System has been approved for interconnected operation by the Local Electric Utility ("Commercial Operation"), then Provider shall send a written notice to Purchaser to that effect, and the date of such notice shall be the "Commercial Operation Date".

4. SYSTEM OPERATIONS.

4.1 Provider as Owner and Operator. The System will be owned by Provider or Provider's Financing Party and will be operated and maintained and, as necessary, repaired by Provider at its sole cost and expense; *provided*, any repair or maintenance costs incurred by Provider as a result of Purchaser's negligence or breach of its obligations hereunder shall be reimbursed by Purchaser.

4.2 Metering. Provider shall install and maintain a utility grade kilowatt-hour (kWh) meter for the measurement of electrical energy provided by the System and may, at its election, install a utility grade kilowatt-hour (kWh) meter for the measurement of electrical energy delivered by the Local Electric Utility and consumed at the Premises. Such meter(s) shall meet the general commercial standards of the solar photovoltaic industry or the required standards of the Local Electric Utility.

4.2.1 Meter Testing.

(a) Provider shall provide certificates of calibration for all meters prior to the time of their installation, no meter will be placed in service for which Provider has not provided certificates of calibration. Provider shall test or arrange for all meters to be tested in accordance with the meter manufacturer's recommendations. Provider shall bear all costs and expenses associated with each meter testing. Purchaser shall be notified at least ten (10) days in advance of such testing and shall have the right to be present during such tests. Provider shall provide Purchaser with detailed written results of all meter tests.

(b) Provider shall test or arrange for meter inspection and testing bi-annually when performing System operations and maintenance.

4.2.2 Cost of Meter Repair.

(a) If meter testing, as described above demonstrates that a meter was operating outside of its allowable calibrations (+/- 2%), then Provider will pay for the cost of repairs or replacement necessary to restore a meter to proper working order.

(b) If a meter is found to be inaccurate by more than two percent (2%), invoices for the prior six (6) months or from the last date such meter was registering accurately, whichever period is less, shall be adjusted to reconcile the discrepancy and payment for the amount of the adjustment issued by the appropriate party within 45 days, except that Purchaser shall not be obligated to pay interest on any amount found to be due because a meter was operating outside of its allowable calibration (+/- 2%).

4.2.3 Meter Data. Provider shall gather and maintain the data from all meters, including but not limited to, interval data registered at least once every fifteen (15) minutes ("Meter Data"), and shall make such Meter Data promptly available to Purchaser at Purchaser's request.

4.3 System Disruptions. In the event that (a) the owner or lessee of the Premises repairs the Premises for any reason not directly related to damage caused by the System, and such repair requires the partial or complete temporary disassembly or movement of the System, or (b) any act or omission of Purchaser or Purchaser's employees, Affiliates, agents or subcontractors (collectively, a "Purchaser Act") results in a disruption or outage in System production, then, in either case, Purchaser shall (i) pay Provider for all work required by Provider to disassemble or move the System and (ii) continue to make all payments for the Energy Services during such period of System disruption (the "Disruption Period"), and (iii) reimburse Provider for any other lost revenue during the Disruption Period, including any lost revenue associated with any reduced sales of Environmental Attributes and any reduced System-based Incentives, if applicable, during the Disruption Period. For the purpose of calculating Energy Services Payments and lost revenue for such Disruption Period, Energy Services for each month of said months shall be deemed to have been produced at the average rate over the same month for which data exists (or, if the disruption occurs within the first twelve (12) months of operation, the average over such period of operation). Notwithstanding the foregoing, Purchaser shall be entitled to exercise its rights under Section 9 (Allowed Disruption Time) of the Special Conditions.

5. TITLE TO SYSTEM.

5.1 Throughout the duration of this Agreement, Provider or Provider's Financing Party shall be the legal and beneficial owner of the System at all times, and the System shall remain the personal property of Provider or Provider's Financing Party and shall not attach to or be deemed a part of, or fixture to, the Premises. The System shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. Purchaser covenants that it will use reasonable commercial efforts to place all parties having an interest in or lien upon the real property comprising the Premises on notice of the ownership of the System and the legal status or classification of the System as personal property. If there is any mortgage or fixture filing against the Premises which could reasonably be construed as attaching to the System as a fixture of the Premises, Purchaser shall provide, at Provider's request, a disclaimer or release from such lien holder. If Purchaser is the fee owner of the Premises, Purchaser consents to the filing by Provider, on behalf of Purchaser, of a disclaimer of the System as a fixture of the Premises in the office where real estate records are customarily filed in the jurisdiction of the Premises. If Purchaser is not the fee owner, Purchaser will, at Provider's request, use commercially reasonable efforts to obtain such consent from such owner.

5.2 Environmental Attributes And System-Based Incentives. Purchaser's purchase of Energy Services includes Environmental Attributes, but does not include System-based incentives. System-based Incentives shall be owned by Provider or Provider's financing party for the duration of the System's operating life. Purchaser disclaims any right to System-based Incentives based upon the installation of the System at the Premises, and shall, at the request of Provider, execute any document or agreement reasonably necessary to fulfill the intent of this Section 5.2. During the Term, Provider shall establish and maintain a WREGIS sub-account to register and track renewable energy certificates (RECs) associated with generation produced by the System. Unless Purchaser prefers a different sub-account designation, RECs transferred into the WREGIS sub-account will be tagged by Provider as retired on behalf of Purchaser. Provider will provide Purchaser read-only access to the WREGIS sub-account and provide an annual report to Purchaser on the status of the RECs. Purchaser understands that if RECs are retired they cannot be used for any other purpose or 'un-retired'

6. PRICE AND PAYMENT.

6.1 Consideration. Purchaser shall pay to Provider a monthly Energy Services Payment for the Energy Services provided during each calendar month of the Term as set forth in the Special Conditions.

6.2 Invoice. Provider shall invoice Purchaser on or about the first day of each month (each, an “Invoice Date”), commencing on the first Invoice Date to occur after the Commercial Operation Date, for the Energy Services Payment in respect of the immediately preceding month. The last invoice shall include Energy Services provided only through the Termination Date of this Agreement. Invoices shall state, at a minimum, (i) the amount of actual electricity produced by the System and delivered to the delivery point during the invoice period (if applicable), (ii) the rates applicable to, and any charges incurred by, Purchaser under this Agreement, and (iii) the total amount due from Purchaser.

6.3 Time of Payment. Purchaser shall pay all undisputed amounts due hereunder within thirty (30) days after Purchaser’s receipt of an invoice from Provider.

6.4 Method of Payment. Purchaser shall make all payments under this Agreement either (a) by electronic funds transfer in immediately available funds to the account designated by Provider from time to time or (b) by check timely delivered to the location designated by Provider from time to time. All payments that are not paid when due shall bear interest accruing from the date becoming past due until paid in full at a rate equal to the Stated Rate.

6.5 Disputed Payments. If a *bona fide* dispute arises with respect to any invoice, Purchaser shall not be deemed in default under this Agreement and the Parties shall not suspend the performance of their respective obligations hereunder, including payment of undisputed amounts owed hereunder. If an amount disputed by Purchaser is subsequently deemed to have been due pursuant to the applicable invoice, interest shall accrue at the Stated Rate on such amount from the date becoming past due under such invoice until the date paid.

7. GENERAL COVENANTS.

7.1 Provider’s Covenants. Provider covenants and agrees to the following:

(a) Notice of Damage or Emergency. Provider shall (x) promptly notify Purchaser if it becomes aware of any damage to or loss of the use of the System or that could reasonably be expected to adversely affect the System, (y) immediately notify Purchaser if it becomes aware of any event or circumstance relating to the System or the Premises that poses a significant risk to human health, the environment, the System or the Premises. In the event of unreasonable damage to the Premises caused by, or as the result of, the System, Provider shall, at its sole cost, repair said Premises to the condition existing prior to such damage.

(b) Governmental Approvals. While providing the Installation Work, Energy Services, and System Operations, Provider shall obtain and maintain and secure all Governmental Approvals required to be obtained and maintained and secured by Provider and to enable Provider to perform such obligations.

(c) Health and Safety. Provider shall take all necessary and reasonable safety precautions with respect to providing the Installation Work, Energy Services, and System Operations that shall comply with all Applicable Laws pertaining to the health and safety of persons and real and personal property. All work shall be performed by licensed professionals, as may be required by Applicable Law, and in accordance with such methods, acts, guidelines, standards and criteria reasonably accepted or followed by a majority of System integrators in the United States.

(d) Liens. Other than a Financing Party’s security interest in or ownership of the System, Provider shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics’, labor or materialman’s lien), charge, security interest, encumbrance or claim of any nature (“Liens”) on or with respect to the Premises or any interest therein, in each case to the extent such Lien arises from or is related to Provider’s performance or non-performance of its obligations hereunder. If Provider breaches its obligations under this Section, it shall (i) immediately notify Purchaser in writing, (ii) promptly cause such Lien to be discharged and

released of record without cost to Purchaser, and (iii) defend and indemnify Purchaser against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing such Lien; *provided*, Provider shall have the right to contest any such Lien, so long as it provides a statutory bond or other reasonable assurances of payment that either remove such Lien from title to the Premises or that assure that any adverse judgment with respect to such Lien will be paid without affecting title to the Premises.

(e) System Condition. Provider shall take all actions reasonably necessary, including but not limited to repair and maintenance, to ensure that the System is capable of operating at a commercially reasonable continuous rate throughout the Term.

(f) Environmental Indemnification by Provider. Provider shall indemnify, hold harmless and defend Purchaser Indemnified Parties from and against all claims, pay costs and expenses, and conduct all actions required under Environmental Laws in connection with the deposit, release, or spill of any Hazardous Materials at, on, above, below or near the Premises by Provider. In no event shall Provider be responsible for the existence of any Hazardous Materials at the Premises prior to the Effective Date. Provider shall promptly notify Purchaser if it becomes aware of any Hazardous Materials, or any deposit, spill, or release of any Hazardous Materials at, on, above, below or near the Premises.

(g) Production Data. Provider shall provide Purchaser with access to System production data in electronic format, such as tabular Excel or csv with each production unit in a separate cell. Production data could be delivered monthly or by granting Purchaser access to a web portal.

7.2 Purchaser's Covenants. Purchaser covenants and agrees as follows:

(a) Notice of Damage or Emergency. Purchaser shall (i) promptly notify Provider if it becomes aware of any damage to or loss of the use of the System or that could reasonably be expected to adversely affect the System, (ii) immediately notify Provider it becomes aware of any event or circumstance that poses an imminent risk to human health, the environment, the System or the Premises. In the event of damage to Purchaser's premises caused by, or as the result of, the System, Provider shall, at its sole cost, repair said premises to the condition existing prior to such damage.

(b) Liens. Purchaser shall not directly or indirectly cause, create, incur, assume or suffer to exist any Liens on or with respect to the System or any interest therein. If Purchaser breaches its obligations under this Section, it shall immediately notify Provider in writing, shall promptly cause such Lien to be discharged and released of record without cost to Provider, and shall indemnify Provider against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing such Lien.

(c) Consents and Approvals. To the extent that only Purchaser is authorized to request, obtain or issue any necessary approvals, Governmental Approvals, rebates or other financial incentives, Purchaser shall cooperate with Provider to obtain or issue such approvals, Governmental Approvals, rebates or other financial incentives in the name of Provider. Purchaser shall provide to Provider copies of all Governmental Approvals and CCRs applicable to the Premises, other than those obtained by Provider or to which Provider is a party.

(d) Access to Premises, Grant of License.

(i) Purchaser hereby grants to Provider a revocable non-exclusive license coterminous with the Term containing all the rights necessary for Provider to use and occupy portions of the Premises for the installation, operation, maintenance and removal of the System pursuant to the terms of this Agreement, including ingress and egress rights to the Premises for Provider and its employees, contractors and subcontractors and access to electrical panels and conduits to interconnect or disconnect the System with the Premises' electrical wiring; *provided*, with respect to Provider's access to the Site, such license shall be subject to conditions or limitations for the protection of minor students that are imposed generally on commercial contractors by Purchaser or by Applicable Law. If Provider's financing structure requires that Purchaser enter into a license agreement directly with Financing Party, Provider shall enter into such an agreement which shall be in a form set forth by Provider and which contain substantially the same rights as set forth in this Section 7.2(d).

(ii) Regardless of whether Purchaser is owner of the Premises or leases the Premises from a landlord, Purchaser hereby covenants that (x) Provider shall have access to the Premises and System during the Term of this Agreement and for so long as needed after termination to remove the System pursuant to the applicable provisions herein, and (y) neither Purchaser nor Purchaser's landlord will interfere or handle any Provider equipment or the System without written authorization from Provider; *provided*, Purchaser and Purchaser's landlord shall at all times have access to and the right to observe the Installation Work or System removal.

(iii) If Purchaser is a lessee of the Premises, Purchaser further covenants that it shall deliver to Provider, a license from Purchaser's landlord in substantially the form attached hereto as Exhibit A of these General Conditions.

(e) Temporary storage space during installation or removal. Purchaser shall use commercially reasonable efforts to provide for sufficient space at the Premises for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during the Installation Work, System Operations or System removal, and access for rigging and material handling. Subject to Purchaser's indemnity obligations set forth herein, Purchaser shall have no liability whatsoever in connection with personal property or equipment of Provider or Provider's employees, consultants, contractors, subcontractors, and vendors. Provider shall be solely responsible for the safety and security of Provider's employees, consultants, contractors, subcontractors, and vendors, as well as any personal property, including but not limited to, any tools, materials, and equipment of such parties used or stored on the Premises. Provider shall repair any damage to the storage space caused by Provider's, or Provider's employees, agents, or subcontractors, use of the storage space.

(f) Environmental Documents. On or before the Effective Date of the Special Conditions, Purchaser shall identify and set forth in the Special Conditions and, unless previously delivered, Purchaser shall, to the extent the same are known and in the possession or control of Purchaser, identify and deliver to Provider copies of all reports, agreements, plans, inspections, tests, studies or other materials concerning the presence of Hazardous Materials at, from or on the Premises including, but not limited to, soil reports, design drawings, environmental reports, sampling results or other documents relating to Hazardous Materials that have been identified or may be present on, in or under the Premises (collectively, the "Environmental Documents"). Thereafter, Purchaser agrees to provide copies of any new Environmental Documents within ten (10) days of receipt of same. Purchaser hereby agrees to furnish such other documents in Purchaser's possession or control with respect to Governmental Approvals compliance with Environmental Law or Hazardous Materials with respect to the Premises as may be reasonably requested by Provider from time to time.

(g) Compliance with Environmental Laws. Notwithstanding anything to the contrary in this Agreement, Purchaser shall operate and maintain the Premises to comply with the requirements of all applicable Environmental Laws that limit or govern the conditions or uses of the Premises, without impairing or interfering with Provider's construction, operation and ownership of the System or occupancy of the Premises. In no event shall Provider have any liability or obligation with respect to any Pre-existing Environmental Condition on, in or under the Premises, or operations or maintenance of the Premises required to comply with Environmental Laws with respect to Pre-Existing Environmental Conditions.

(h) Environmental Indemnification by Purchaser. Purchaser shall indemnify, hold harmless and defend Provider from and against all claims, pay costs and expenses, and conduct all actions required under Environmental Laws in connection with (i) the existence at, on, above, below or near the Premises of any Pre-existing Environmental Conditions, and (ii) any Hazardous Materials released, spilled or deposited at, on above or below the Premises by the Purchaser. Purchaser shall promptly notify Provider if it becomes aware of any Hazardous Materials, or any deposit, spill, or release of any Hazardous Materials at, on, above, below or near the Premises.

8. REPRESENTATIONS & WARRANTIES.

8.1 Representations and Warranties of Both Parties. In addition to any other representations and warranties contained in this Agreement, each Party represents and warrants to the other as of the Effective Date that:

- (a) it is duly organized and validly existing and in good standing in the jurisdiction of its organization;

(b) it has the full right and authority to enter into, execute, deliver, and perform its obligations under this Agreement;

(c) it has taken all requisite corporate or other action to approve the execution, delivery, and performance of the Agreement;

(d) this Agreement constitutes its legal, valid and binding obligation enforceable against such Party in accordance with its terms, except as may be limited by applicable bankruptcy and other similar laws now or hereafter in effect;

(e) there is no litigation, action, proceeding or investigation pending or, to the best of its knowledge, threatened before any court or other Governmental Authority by, against, affecting or involving any of its business or assets that could reasonably be expected to adversely affect its ability to carry out the transactions contemplated herein;

(f) its execution and performance of this Agreement and the transactions contemplated hereby do not and will not constitute a breach of any term or provision of, or a default under, (i) any contract, agreement or Governmental Approval to which it or any of its Affiliates is a party or by which it or any of its Affiliates or its or their property is bound, (ii) its organizational documents, or (iii) any Applicable Laws; and

(g) its execution and performance of this Agreement and the transactions contemplated hereby do not and will not require any consent from a third party, including any Governmental Approvals from any Governmental Authority, that are not identified in the Special Conditions.

8.2 Representations of Purchaser. Purchaser represents and warrants to Provider as of the Effective Date that:

(a) Purchaser acknowledges that it has been advised that part of the collateral securing the financial arrangements for the System may be the granting of a first priority perfected security interest (the "Security Interest") in the System to a Financing Party;

(b) To Purchaser's knowledge, the granting of the Security Interest will not violate any term or condition of any covenant, restriction, lien, financing agreement, or security agreement affecting the Premises;

(c) Purchaser is aware of no existing lease, mortgage, security interest or other interest in or lien upon the Premises that could attach to the System as an interest adverse to Provider's Financing Party's Security Interest therein;

(d) To Purchaser's knowledge, there exists no event or condition which constitutes a default, or would, with the giving of notice or lapse of time, constitute a default under this Agreement;

(e) To Purchaser's knowledge, Purchaser has identified and disclosed to Provider in the Special Conditions (i) all Environmental Documents in Purchaser's possession or control, (ii) all CCRs, Governmental Approvals or other restrictions imposed under Applicable Laws with respect to the use of the Premises that could affect the construction and operation of the System within Purchaser's possession or control, and (iii) all environmental reports, studies, data or other information relating to the use of the Premises by Provider within the Purchaser's possession or control;

(f) To Purchaser's knowledge, the Premises is in compliance with Environmental Laws, and that Purchaser holds and is in compliance with all Governmental Approvals required for the ownership and any current operations or activities conducted at the Premises; and

(g) Purchaser has identified in the Special Conditions and delivered to Provider all material reports and information concerning the presence or release of Hazardous Materials on, in or under the Premises in Purchaser's possession or control.

Any Financing Party shall be an intended third-party beneficiary of this Section 8.2.

8.3 EXCLUSION OF WARRANTIES. EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY SET FORTH HEREIN OR IN THE SPECIAL CONDITIONS, THE INSTALLATION WORK, SYSTEM OPERATIONS, AND ENERGY SERVICES PROVIDED BY PROVIDER TO PURCHASER PURSUANT TO THIS AGREEMENT SHALL BE “AS-IS WHERE-IS.” NO OTHER WARRANTY TO PURCHASER OR ANY OTHER PERSON, WHETHER EXPRESS, IMPLIED OR STATUTORY, IS MADE AS TO THE INSTALLATION, DESIGN, DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, USEFUL LIFE, FUTURE ECONOMIC VIABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE SYSTEM, THE ENERGY SERVICES OR ANY OTHER SERVICE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH ARE EXPRESSLY DISCLAIMED BY PROVIDER.

9. TAXES AND GOVERNMENTAL FEES.

9.1 Purchaser Obligations. Purchaser shall reimburse and pay for any documented taxes, fees or charges imposed or authorized by any Governmental Authority and paid by Provider due to Provider’s sale of the Energy Services to Purchaser (other than income taxes imposed upon Provider). Provider shall notify Purchaser in writing with a detailed statement of such amounts, which shall be invoiced by Provider and payable by Purchaser. Purchaser shall timely report, make filings for, and pay any and all sales, use, income, gross receipts or other taxes, and any and all franchise fees or similar fees assessed against it due to its purchase of the Energy Services. This Section 9.1 excludes taxes specified in Section 9.2.

9.2 Provider Obligations. Subject to Section 9.1 above, Provider shall be responsible for all income, gross receipts, ad valorem, personal property or real property or other similar taxes and any and all franchise fees or similar fees assessed against it due to its ownership of the System.

10. FORCE MAJEURE.

10.1 Definition. “Force Majeure Event” means any act or event that prevents the affected Party from performing its obligations in accordance with this Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing conditions, “Force Majeure Event” shall include without limitation the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning, volcanic eruptions and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion; (iv) strikes or labor disputes (except strikes or labor disputes caused solely by employees of Provider or as a result of such party’s failure to comply with a collective bargaining agreement); and (v) action or inaction by a Governmental Authority (unless Purchaser is a Governmental Authority and Purchaser is the Party whose performance is affected by such action nor inaction). A Force Majeure Event shall not be based on the economic hardship of either Party, or upon the expiration of any lease of the Premises by the Purchaser from the owner of the Premises.

10.2 Excused Performance. Except as otherwise specifically provided in this Agreement, neither Party shall be considered in breach of this Agreement or liable for any delay or failure to comply with this Agreement (other than the failure to pay amounts due hereunder), if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; *provided*, the Party claiming relief under this Article 10 shall as soon as practicable after becoming aware of the circumstances constituting Force Majeure (i) notify the other Party in writing of the existence of the Force Majeure Event, (ii) exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure Event, (iii) notify the other Party in writing of the cessation or termination of said Force Majeure Event and (iv) resume performance of its obligations hereunder as soon as practicable thereafter; *provided*, Purchaser shall not be excused from making any payments and paying any unpaid amounts due in respect of Energy Services delivered to Purchaser prior to the Force Majeure Event performance interruption. Subject to Section 10.3 below, the Parties agree that to the extent permitted by Applicable Law, the Term of this Agreement shall extend on a day for day basis for every day in which the occurrence of a Force Majeure Event has affected either Party’s performance of its obligations hereunder.

10.3 Termination in Consequence of Force Majeure Event. If a Force Majeure Event shall have occurred that has affected Provider's performance of its obligations hereunder and that has continued for a continuous period of one hundred eighty (180) days, then either Party shall be entitled to terminate this Agreement upon ninety (90) days' prior written notice to the other Party. If at the end of such ninety (90) day period such Force Majeure Event shall still continue, this Agreement shall automatically terminate. Upon such termination for a Force Majeure Event, neither Party shall have any liability to the other (other than any such liabilities that have accrued prior to such termination, including but not limited to Provider's obligations to remove the System and restore the Premises as set forth herein), and Purchaser shall have no obligation to pay the Early Termination Fee.

11. DEFAULT.

11.1 Provider Defaults and Purchaser Remedies.

(a) Provider Defaults. The following events shall be defaults with respect to Provider (each, a "Provider Default"):

- (i) A Bankruptcy Event shall have occurred with respect to Provider;
- (ii) Provider fails to pay Purchaser any undisputed amount owed under the Agreement within thirty (30) days from receipt of notice from Purchaser of such past due amount; and
- (iii) Provider breaches any material representation, covenant or other term of this Agreement and (A) if such breach can be cured within thirty (30) days after Purchaser's written notice of such breach and Provider fails to so cure, or (B) Provider fails to commence and pursue a cure within such thirty (30) day period if a longer cure period is needed.

(b) Purchaser's Remedies. If a Provider Default described in Section 11.1(a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Article 12, Purchaser may terminate this Agreement with no penalty or liability whatsoever, including but not limited to the Early Termination Fee, and exercise any other remedy it may have at law or equity or under this Agreement.

11.2 Purchaser Defaults and Provider's Remedies.

(a) Purchaser Default. The following events shall be defaults with respect to Purchaser (each, a "Purchaser Default"):

- (i) A Bankruptcy Event shall have occurred with respect to Purchaser;
- (ii) Purchaser breaches any material representation, covenant or other term of this Agreement if (A) such breach can be cured within thirty (30) days after Provider's notice of such breach and Purchaser fails to so cure, or (B) Purchaser fails to commence and pursue said cure within such thirty (30) day period if a longer cure period is needed, such longer cure period not to exceed ninety (90) days; and
- (iii) Purchaser fails to pay Provider any undisputed amount due Provider under this Agreement within thirty (30) days from receipt of notice from Provider of such past due amount.

(b) Provider's Remedies. If a Purchaser Default described in Section 11.2(a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Article 12, Provider may terminate this Agreement and upon such termination, (A) Provider shall be entitled to receive from Purchaser the Early Termination Fee set forth on Schedule 3, Column 1 of the Special Conditions, and (B) Provider may exercise any other remedy it may have at law or equity or under this Agreement.

11.3 Cross Default. With respect to any Systems that are co-located at the same Premises, if a Party defaults under this Agreement, it shall also be a default of such Party under the Agreement(s) related to the other co-located System(s); *provided*, a cure of the original default shall be a cure of any such cross default. In the event of a

cross default, the non-defaulting Party shall be entitled to exercise its rights with respect to this Agreement and all such other Agreements, including terminating all such Agreements and, if Provider terminates one or more Agreements due to a Purchaser Default, Purchaser shall pay the Early Termination Fees for all such terminated Agreements.

11.4 Removal of System. Upon any termination of this Agreement pursuant to this Article 11 and payment of the Early Termination Fee (if applicable), Provider will remove the System pursuant to Section 2.4 hereof.

12. LIMITATIONS OF LIABILITY.

12.1 Except as expressly provided herein, neither Party shall be liable to the other Party or its Indemnified Persons for any special, punitive, exemplary, indirect, or consequential damages, losses or damages for lost revenue or lost profits, whether foreseeable or not, arising out of, or in connection with this Agreement.

12.2 A Party's maximum liability to the other Party under this Agreement, shall be limited to the aggregate Estimated Remaining Payments as of the date of the events giving rise to such liability, *provided*, the limits of liability under this Section 12.2 shall not apply with respect to (i) indemnity obligations hereunder in respect of personal injury, property damage, or environmental claims and (ii) any obligation of Purchaser to pay Energy Service Payments, the Early Termination Fee or the Option Price, (iii) any obligation of Provider to pay for Lost Savings in accordance with the Special Conditions and (iv) if applicable, any obligation of Provider to remove the System and restore the Premises in accordance with Section 2.4.

13. ASSIGNMENT.

13.1 Assignment by Provider. Provider shall not sell, transfer or assign (collectively, an "Assignment") the Agreement or any interest therein, without the prior written consent of Purchaser, which shall not be unreasonably withheld, conditioned or delayed; *provided*, Purchaser agrees that Provider may assign this Agreement without the consent of the Purchaser to an Affiliate of Provider or any party providing financing for the System. In the event that Provider identifies a secured Financing Party in the Special Conditions, or in a subsequent notice to Purchaser, then Purchaser shall comply with the provisions set forth in Exhibit B of these General Terms and Conditions and agrees to provide such estoppels, acknowledgments and opinions of counsel as Provider may reasonably request from time to time. Any Financing Party shall be an intended third-party beneficiary of this Section 13.1. Any Assignment by Provider without obtaining the prior written consent and release of Purchaser, when such consent is required by this Section 13.1, shall not release Provider of its obligations hereunder.

13.2 Acknowledgment of Collateral Assignment. In the event that Provider identifies a secured Financing Party in the Special Conditions, or in a subsequent notice to Purchaser, then Purchaser hereby acknowledges:

(a) The collateral assignment by Provider to the Financing Party, of Provider's right, title and interest in, to and under this Agreement, as consented to under Section 13.1 of this Agreement.

(b) That the Financing Party as such collateral assignee shall be entitled to exercise any and all rights of lenders generally with respect to Provider's interests in this Agreement.

(c) That it has been advised that Provider has granted a first priority perfected security interest in the System to the Financing Party and that the Financing Party has relied upon the characterization of the System as personal property, as agreed in this Agreement in accepting such security interest as collateral for its financing of the System.

Any Financing Party shall be an intended third- party beneficiary of this Section 13.2.

13.3 Assignment by Purchaser. Purchaser shall not assign this Agreement or any interest therein, without Provider's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Any

Assignment by Purchaser without the prior written consent of Provider shall not release Purchaser of its obligations hereunder.

14. NOTICES.

14.1 Notice Addresses. Unless otherwise provided in this Agreement, all notices and communications concerning this Agreement shall be in writing and addressed to the other Party (or Financing Party, as the case may be) at the addresses set forth in the Special Conditions, or at such other address as may be designated in writing to the other Party from time to time.

14.2 Notice. Unless otherwise provided herein, any notice provided for in this Agreement shall be hand delivered, sent by registered or certified U.S. Mail, postage prepaid, or by commercial overnight delivery service, and shall be deemed delivered to the addressee or its office when received at the address for notice specified above when hand delivered, upon confirmation of sending when sent by facsimile (if sent during normal business hours or the next Business Day if sent at any other time), on the Business Day after being sent when sent by overnight delivery service (Saturdays, Sundays and legal holidays excluded), or five (5) Business Days after deposit in the mail when sent by U.S. mail.

14.3 Address for Invoices. All invoices under this Agreement shall be sent to the address provided by Purchaser. Invoices shall be sent by regular first class mail postage prepaid.

15. CONFIDENTIALITY.

15.1 Confidentiality Obligation. If either Party provides confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copyrighted or trademarked information, and/or technical information regarding the financing, design, operation and maintenance of the System or of Purchaser's business ("Confidential Information") to the other or, if in the course of performing under this Agreement or negotiating this Agreement a Party learns Confidential Information regarding the facilities or plans of the other, the receiving Party shall (a) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (b) refrain from using such Confidential Information, except in the negotiation and performance of this Agreement. Notwithstanding the above, a Party may provide such Confidential Information to its officers, directors, members, managers, employees, agents, contractors, consultants, Affiliates, lenders (existing or potential), investors (existing or potential) and potential third-party assignees of this Agreement or third-party acquirers of Provider or its Affiliates (provided and on condition that such potential third-party assignees be bound by a written agreement restricting use and disclosure of Confidential Information) (collectively, "Representatives"), in each case whose access is reasonably necessary. Each such recipient of Confidential Information shall be informed by the Party disclosing Confidential Information of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. In any event, each Party shall be liable (with respect to the other Party) for any breach of this provision by any entity to whom that Party improperly discloses Confidential Information. The terms of this Agreement (but not its execution or existence) shall be considered Confidential Information for purposes of this Article, except as set forth in Section 15.3. All Confidential Information shall remain the property of the disclosing Party and shall be returned to the disclosing Party or destroyed after the receiving Party's need for it has expired or upon the request of the disclosing Party.

15.2 Permitted Disclosures. Notwithstanding any other provision herein, neither Party shall be required to hold confidential any information that:

- (a) Becomes publicly available other than through the receiving Party;
- (b) Is required to be disclosed by a Governmental Authority, under Applicable Law, including but not limited to the California Public Records Act, or pursuant to a validly issued subpoena or required filing, but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement;
- (c) Is independently developed by the receiving Party; or

(d) Becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality.

15.3 Goodwill and Publicity. Neither Party shall use the name, trade name, service mark, or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of this Agreement, and each Party shall have the right to promptly review, comment upon, and approve any publicity materials, press releases, or other public statements by the other Party that refer to, or that describe any aspect of, this Agreement; *provided*, no such publicity releases or other public statements (except for filings or other statements or releases as may be required by Applicable Law) shall be made by either Party without the prior written consent of the other Party. At no time will either Party acquire any rights whatsoever to any trademark, trade name, service mark, logo or other intellectual property right belonging to the other Party. Notwithstanding the foregoing, Purchaser agrees that Provider may, at its sole discretion, take photographs of the installation process of the System and/or the completed System, and Provider shall be permitted to use such images (regardless of media) in its marketing efforts, including but not limited to use in brochures, advertisements, websites and news outlet or press release articles. The images shall not include any identifying information without Purchaser permission and the installation site shall not be disclosed beyond the type of establishment (such as "Retail Store," "Distribution Center," or such other general terms), the city and state.

15.4 Enforcement of Confidentiality Obligation. Each Party agrees that the disclosing Party would be irreparably injured by a breach of this Article 15 by the receiving Party or its Representatives or other Person to whom the receiving Party discloses Confidential Information of the disclosing Party and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this Article 15. To the fullest extent permitted by Applicable Law, such remedies shall not be deemed to be the exclusive remedies for a breach of this Article 15, but shall be in addition to all other remedies available at law or in equity.

16. INDEMNITY.

16.1 Provider's Indemnity. Subject to Article 12, Provider agrees that it shall indemnify and hold harmless Purchaser, its permitted successors and assigns and their respective directors, officers, members, shareholders and employees (collectively, the "Purchaser Indemnified Parties") from and against any and all Losses incurred by Purchaser Indemnified Parties to the extent arising from or out of the following: any claim for or arising out of any injury to or death of any Person or loss or damage to property of any Person to the extent arising out of Provider's negligence or willful misconduct. Provider shall not, however, be required to reimburse or indemnify any Purchaser Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of any Purchaser Indemnified Party.

16.2 Purchaser's Indemnity. Subject to Article 12 and to the extent permitted by Applicable Law, Purchaser agrees that it shall indemnify and hold harmless Provider, its permitted successors and assigns and their respective directors, officers, members, shareholders and employees (collectively, the "Provider Indemnified Parties") from and against any and all Losses incurred by Provider Indemnified Parties to the extent arising from or out of any claim for or arising out of any injury to or death of any Person or loss or damage to property of any Person to the extent arising out of Purchaser's negligence or willful misconduct. Purchaser shall not, however, be required to reimburse or indemnify any Provider Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of any Provider Indemnified Party.

17. INSURANCE.

17.1 Generally. Purchaser and Provider shall each maintain the following insurance coverages in full force and effect throughout the Term either through insurance policies or acceptable self-insured retentions: (a) Workers' Compensation Insurance as may be from time to time required under applicable federal and state law, (b) Commercial General Liability Insurance with limits of not less than \$2,000,000 general aggregate, \$1,000,000 per occurrence, and (c) automobile insurance with commercially reasonable coverages and limits. Additionally, Provider

shall carry adequate property loss insurance on the System which need not be covered by Purchaser's property coverage. The amount and terms of insurance coverage will be determined at Provider's sole discretion.

17.2 Certificates of Insurance. Each Party, upon request, shall furnish current certificates evidencing that the insurance required under Section 17.1 is being maintained. Each Party's insurance policy provided hereunder shall contain a provision whereby the insured agrees to give the other Party thirty (30) days' written notice before the insurance is cancelled or materially altered.

17.3 Additional Insureds. Each Party's insurance policy shall be written on an occurrence basis and shall include the other Party as an additional insured as its interest may appear.

17.4 Insurer Qualifications. All insurance maintained hereunder shall be maintained with companies either rated no less than A- as to Policy Holder's Rating in the current edition of Best's Insurance Guide (or with an association of companies each of the members of which are so rated) or having a parent company's debt to policyholder surplus ratio of 1:1.

18. MISCELLANEOUS.

18.1 Integration; Exhibits. The Agreement, together with the Exhibits and Schedules attached thereto or incorporated by reference, constitute the entire agreement and understanding between Provider and Purchaser with respect to the subject matter thereof and supersedes all prior agreements relating to the subject matter hereof which are of no further force or effect. The Exhibits and Schedules attached to this Agreement, including these General Terms and Conditions as incorporated by reference, are integral parts of this Agreement and are an express part of this Agreement. In the event of a conflict between the provisions of these General Terms and Conditions and any applicable Special Conditions, the provisions of the Special Conditions shall prevail.

18.2 Amendments. This Agreement may only be amended, modified or supplemented by an instrument in writing executed by duly authorized representatives of Provider and Purchaser.

18.3 Industry Standards. Except as otherwise set forth herein, for the purpose of this Agreement the normal standards of performance within the Energy Services industry in the relevant market shall be the measure of whether a Party's performance is reasonable and timely. Unless expressly defined herein, words having well-known technical or trade meanings shall be so construed.

18.4 Cumulative Remedies. Except as set forth to the contrary herein, any right or remedy of Provider or Purchaser shall be cumulative and without prejudice to any other right or remedy, whether contained herein or not.

18.5 [Reserved].

18.6 Limited Effect of Waiver. The failure of Provider or Purchaser to enforce any of the provisions of this Agreement, or the waiver thereof, shall not be construed as a general waiver or relinquishment on its part of any such provision, in any other instance or of any other provision in any instance.

18.7 Survival. The obligations under Section 2.4 (Removal of System), Section 7.1 (Provider Covenants), Sections 7.2(d), (e), (f), (g) and (h) (Purchaser Covenants), Section 8.3 (Exclusion of Warranties), Article 9 (Taxes and Governmental Fees), Article 12 (Limitation of Liability), Article 14 (Notices), Article 15 (Confidentiality), Article 18 (Miscellaneous), all payment or indemnification obligations accrued prior to termination of this Agreement, or pursuant to other provisions of this Agreement that, by their sense and context, are intended to survive termination of this Agreement shall survive the expiration or termination of this Agreement for any reason.

18.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to any choice of law principles. The Parties agree that the courts of the State of California and the Federal Courts sitting therein shall have jurisdiction over any action or proceeding arising under this Agreement to the fullest extent permitted by Applicable Law. The Parties waive to the fullest extent

permitted by Applicable Law any objection it may have to the laying of venue of any action or proceeding under this Agreement any courts described in this Section 18.8.

18.9 Severability. If any term, covenant or condition in this Agreement shall, to any extent, be invalid or unenforceable in any respect under Applicable Law, the remainder of this Agreement shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Law and, if appropriate, such invalid or unenforceable provision shall be modified or replaced to give effect to the underlying intent of the Parties and to the intended economic benefits of the Parties.

18.10 Relation of the Parties. The relationship between Provider and Purchaser shall not be that of partners, agents, or joint ventures for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes. Provider and Purchaser, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

18.11 Successors and Assigns. This Agreement and the rights and obligations under this Agreement shall be binding upon and shall inure to the benefit of Provider and Purchaser and their respective successors and permitted assigns.

18.12 Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

18.13 Electronic Delivery. This Agreement may be duly executed and delivered by a Party by execution and facsimile or electronic, "pdf" delivery of the signature page of a counterpart to the other Party.

18.14 Liquidated Damages Not Penalty. Purchaser acknowledges that the Early Termination Fee constitutes liquidated damages, and not penalties, in lieu of Provider's actual damages resulting from the early termination of this Agreement. Purchaser further acknowledges that Provider's actual damages may be impractical and difficult to accurately ascertain, and in accordance with Purchaser's rights and obligations under this Agreement, the Early Termination Fee constitutes fair and reasonable damages to be borne by Purchaser in lieu of Provider's actual damages.

[Remainder of page intentionally left blank.]

These General Terms and Conditions are witnessed and acknowledged by ForeFront Power and Purchaser below. Neither ForeFront Power nor Purchaser shall have any obligations or liability resulting from its witnessing and acknowledging these General Terms and Conditions.

“FOREFRONT POWER”: FFP BTM SOLAR, LLC

By: _____

Name: _____

Title: _____

Date: _____

“PURCHASER”: SAN MIGUEL COMMUNITY SERVICES DISTRICT

By:

Name: _____

Title: _____

Date: _____

Exhibit A
of General Terms and Conditions

[PURCHASER'S LETTERHEAD]

[Landlord's Address]

Attn: Authorized Representative

Re: Proposed Energy System Installation at [Address of Premises]. Lease dated [] between [PURCHASER] and [LANDLORD] (the "Lease")

Dear Authorized Representative:

As has been discussed with you, [PURCHASER] ("Purchaser") and [FFP Entity], LLC ("Provider") have entered into an Energy Services Agreement, pursuant to which Provider will install, finance, operate, and maintain a [solar photovoltaic] [battery storage] system at the above-referenced premises which [PURCHASER] leases from you pursuant to the Lease. By signing below and returning this letter to us, you confirm that:

1. The [solar photovoltaic] [battery storage] system and the renewable energy (including environmental credits and related attributes) produced by the system are personal property, and shall not be considered the property (personal or otherwise) of [LANDLORD] upon installation of the system at the premises. Landlord consents to the filing by Provider of a disclaimer of the System as a fixture of the Premises in the office where real estate records are customarily filed in the jurisdiction of the Premises.
2. Provider or its designee (including finance providers) shall have the right without cost to access the premises in order to install, operate, inspect, maintain, and remove the [solar photovoltaic] [battery storage] system. [LANDLORD] will not charge Purchaser or Provider any rent for such right to access the premises.
3. [LANDLORD] has been advised that the finance providers for the [solar photovoltaic] [battery storage] system have a first priority perfected security interest in the system. Provider and the finance providers for the [solar photovoltaic] [battery storage] system (including any system lessor or other lender) are intended beneficiaries of [LANDLORD]'s agreements in this letter.
4. [LANDLORD] will not take any action inconsistent with the foregoing.

We thank you for your consideration of this opportunity and we look forward to working with you in our environmental campaign to increase the utilization of clean, renewal energy resources.

Very truly yours,

[PURCHASER]

By: _____

Name:

Title:

Acknowledged and agreed by:

[LANDLORD]

By: _____

Name:

Title:

Exhibit B
of General Terms and Conditions

Certain Agreements for the Benefit of the Financing Parties

Purchaser acknowledges that Provider will be receiving financing accommodations from one or more Financing Parties and that Provider may sell or assign the System or this Agreement and/or may secure Provider's obligations by, among other collateral, a pledge or collateral assignment of this Agreement and a first security interest in the System. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any such Financing Party, Purchaser agrees as follows:

(a) **Consent to Collateral Assignment.** Purchaser consents to either the assignment, sale or conveyance to a Financing Party or the collateral assignment by Provider to a Financing Party, of Provider's right, title and interest in and to this Agreement.

(b) **Notices of Default.** Purchaser will deliver to the Financing Party, concurrently with delivery thereof to Provider, a copy of each notice of default given by Purchaser under this Agreement, inclusive of a reasonable description of Provider default. No such notice will be effective absent delivery to the Financing Party. Purchaser will not mutually agree with Provider to cancel, modify or terminate this Agreement without the written consent of the Financing Party, however, this provision shall not be interpreted to limit any termination rights of either Party as set forth in the Agreement.

(c) **Rights Upon Event of Default.** Notwithstanding any contrary term of this Agreement:

i. The Financing Party shall be entitled to exercise, in the place and stead of Provider, any and all rights and remedies of Provider under this Agreement in accordance with the terms of this Agreement and only in the event of Provider's or Purchaser's default. The Financing Party shall also be entitled to exercise all rights and remedies of secured parties generally with respect to this Agreement and the System.

ii. The Financing Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Provider thereunder or cause to be cured any default of Provider thereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Financing Party to cure any default of Provider under this Agreement or (unless the Financing Party has succeeded to Provider's interests under this Agreement) to perform any act, duty or obligation of Provider under this Agreement, but Purchaser hereby gives it the option to do so.

iii. Upon the exercise of remedies under its security interest in the System, including any sale thereof by the Financing Party, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Provider to the Financing Party (or any assignee of the Financing Party) in lieu thereof, the Financing Party shall give notice to Purchaser of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement.

iv. Upon any default not reasonably susceptible to cure by a Finance Party, including, without limitation, rejection or other termination of this Agreement pursuant to any process undertaken with respect to Provider under the United States Bankruptcy Code, at the request of the Financing Party made within ninety (90) days of such default, Purchaser shall enter into a new agreement with the Financing Party or its designee having the same terms and conditions as this Agreement.

(d) **Right to Cure.**

i. Purchaser will not exercise any right to terminate or suspend this Agreement unless it shall have given the Financing Party prior written notice by sending notice to the Financing Party (at the address provided by Provider) of its intent to terminate or suspend this Agreement, specifying the condition giving rise to such right, and the Financing Party shall not have caused to be cured the condition giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement. The Parties agree that the cure rights described herein are in addition to and apply and commence following the expiration of any notice

and cure period applicable to Provider. The Parties respective obligations will otherwise remain in effect during any cure period; *provided*, if such Provider default reasonably cannot be cured by the Financing Party within such period and the Financing Party commences and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed additional ninety (90) days.

ii. If the Financing Party (including any purchaser or transferee), pursuant to an exercise of remedies by the Financing Party, shall acquire title to or control of Provider's assets and shall, within the time periods described in Sub-section (c)(i). above, cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement and which are capable of cure by a third person or entity, then such person or entity shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.

Exhibit C
of General Conditions

Requirements Applicable to the Installation Work

Section B.1 **Prohibition Against Use of Tobacco.** All properties and facilities owned, leased or operated by the Purchaser are tobacco-free work places. No person on, at or in any Purchaser-controlled property or facility, including, without limitation, the Premises, may smoke, chew or otherwise use tobacco products. Provider shall be responsible for: (i) informing any and all persons present on or at the Premises on account of the Installation Work about the Purchaser's tobacco-free policy; and (ii) strictly enforcing such policy with respect to the Premises. The Purchaser, Provider, and each Subcontractor shall require that any person present on or at the Premises on account of the Installation Work who violates such policy must permanently leave the Premises, and shall prohibit such person from thereafter being present or performing any of the Installation Work on or at the Premises.

Section B.2 **Prohibition Against Use of Drugs.**

(a) **Purchaser Drug-Free Policy.** All properties and facilities owned, leased or operated by the Purchaser are drug-free work places. No person on, at or in any Purchaser-controlled property or facility, including, without limitation, the Premises, may: (i) engage in the unlawful manufacture, dispensation, possession or use, including being under the influence, of any controlled substance, (ii) possess or use any alcoholic beverage, or (iii) use any substance which may cause significant impairment of normal abilities. Provider shall be responsible for: (i) informing any and all persons present on or at the Premises on account of the Installation Work about the Purchaser's drug-free policy; and (ii) strictly enforcing such policy with respect to the Premises. The Purchaser, Provider, and each Subcontractor shall require that any person present on or at the Premises on account of the Installation Work who violates such policy must permanently leave the Premises, and shall prohibit such person from thereafter being present or performing any of the Installation Work on or at the Premises.

(b) **Drug-Free Workplace Certification.** Provider is hereby made subject to the requirements of Government Code Sections 8350 et seq., the Drug-Free Workplace Act of 1990.

Section B.3 **Compliance with Labor Requirements.** The Installation Work is a "public works" project as defined in Section 1720 of the California Labor Code ("Labor Code") and made applicable pursuant to Section 1720.6 of the Labor Code. Therefore, the Installation Work is subject to applicable provisions of Part 7, Chapter 1, of the Labor Code and Title 8 of the California Code of Regulations, Section 16000 et seq. (collectively, "Labor Law"). Provider acknowledges that, as provided by Senate Bill 854 (Stats. 2014, Ch. 28), the Project is subject to labor compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR").

Section B.4 **Compliance with Labor Code Requirements.** Provider must be, and shall be deemed and construed to be, aware of and understand the requirements of the Labor Law that require the payment of prevailing wage rates and the performance of other requirements on public works projects. Provider, at no additional cost to the Purchaser, must: (i) comply with any and all applicable Labor Law requirements, including, without limitation, requirements for payment of prevailing wage rates, inspection and submittal (electronically, as required) of payroll records, interview(s) of workers, et cetera; (ii) ensure that its Subcontractors are aware of and comply with the Labor Law requirements; (iii) in connection with Labor Law compliance matters, cooperate with the DIR, the Purchaser and other entities with competent jurisdiction; and (iv) post all job-site notices required by law in connection with the Installation Work, including, without limitation, postings required by DIR regulations. A Subcontractor that has been debarred in accordance with the Labor Code, including, without limitation, pursuant to Sections 1777.1 or 1777.7, is not eligible to bid on, perform, or contract to perform any portion of the Installation Work. Wage rates for the Installation Work shall be in accordance with the general prevailing rates of per-diem wages determined by the Director of Industrial Relations pursuant to Labor Code Section 1770. The following Labor Code sections are by this reference incorporated into and are a fully operative part of the Contract, and Provider shall be responsible for compliance therewith:

(a) Section 1735: Anti-Discrimination Requirements;

- (b) Section 1775: Penalty for Prevailing Wage Rate Violations;
- (c) Section 1776: Payroll Records;
- (d) Sections 1777.5, 1777.6 and 1777.7: Apprenticeship Requirements;
- (e) Sections 1810 through 1812: Working Hour Restrictions;
- (f) Sections 1813 and 1814: Penalty for Failure to Pay Overtime; and
- (g) Section 1815: Overtime Pay.

Section B.5 Requirements for Payroll Records. Provider must comply with all applicable provisions of Labor Code Sections 1776 and 1812, which relate to preparing and maintaining accurate payroll records, and making such payroll records available for review and copying by the Purchaser, the DIR Division of Labor Standards Enforcement, and the DIR Division of Apprenticeship Standards. The payroll records must be certified and made available as required by Labor Code Section 1776.

Section B.6 Contractor Registration. On and after March 1, 2015, no contractor may bid on a public works project unless the contractor is, and no subcontractor may be listed in any bid for a public works project unless the subcontractor is, currently registered with the DIR and qualified to perform public work pursuant to Labor Code Section 1725.5. On and after April 1, 2015, no contractor or subcontractor may be awarded a contract for work on a public works project, or may perform any work on a public works project, unless the contractor or subcontractor is currently registered with the DIR and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of Labor Code Section 1725.5 for an unregistered contractor to submit a bid authorized by Business and Professions Code Section 7029.1 or Public Contract Code Section 20103.5, if the contractor is registered at the time the contract is awarded.

Section B.7 Permits and Licenses. Without limiting anything set forth in Section B.7 of this Exhibit C, Provider, its Subcontractors, and all of their respective employees and agents: (i) shall secure and maintain in force at all times during the performance of the Installation Work such licenses and permits as are required by law; and (ii) shall comply with all federal and State, and County laws and regulations, and other governmental requirements applicable to the System or the Installation Work. Provider or its subcontractors shall obtain and pay for all permits and licenses required for the performance of, or necessary in connection with, the Installation Work, and shall give all necessary notices and deliver all necessary certificates to the Purchaser, and shall pay all royalties and license fees arising from the use of any material, machine, method or process used in performing the Installation Work. Provider shall be solely responsible for all charges, assessments and fees payable in connection with any such licenses, permits, materials, machines, methods, and processes.

Section B.8 Protection of Minor-Aged Students. Provider, in conformance with Education Code Section 45125.1, shall require and be responsible for ensuring compliance by each and every person who will be on or at the Premises in connection with the construction, maintenance, operation or other purposes related to the System with all California Department of Justice guidelines and requirements relating to fingerprinting and criminal-history background checks, regardless of whether Section 45125.1 otherwise by its terms would apply to any such activities. In the event Education Code Section 45125.1 is repealed or superseded, Provider, following receipt of written notice from the Purchaser, shall comply with such successor or other requirements as determined by the Purchaser in its reasonable discretion. The Purchaser, in its discretion, may exempt in writing any person(s) from the foregoing requirements if Provider makes alternative arrangements for supervision of such person(s) that are acceptable to the Purchaser in its sole discretion.

ENERGY SERVICES AGREEMENT – SOLAR

San Miguel Community Services District

Machado Wastewater Treatment Facility

This Energy Services Agreement (“Agreement”) is made and entered into as of this ____ day of _____, 2022 (or, if later, the latest date of a Party’s execution and delivery to the other Party of this Agreement, the “Effective Date”), between FFP BTM SOLAR, LLC, a Delaware limited liability company (“Provider”), and *San Miguel Community Services District, a California Special District* (“Purchaser”; and, together with Provider, each, a “Party” and together, the “Parties”).

RECITALS

- A. Purchaser desires that Provider install and operate a solar photovoltaic system at the Premises (as hereafter defined) for the purpose of providing Energy Services (as hereafter defined), and Provider is willing to have the Installation Work performed by using one or more qualified contractors holding the appropriate licenses required in the jurisdiction where the System will be installed;
- B. Provider is in the business of designing, constructing, owning, financing, and operating solar photovoltaic systems for the purpose of selling power generated by the systems to its purchasers;
- C. California Government Code sections 4217.10 et seq. authorizes a public entity to enter into energy service contracts, facility financing contracts, and related agreements to implement the State’s conservation and alternative energy supply source policy;
- D. Purchaser’s governing body has made those findings required by Government Code section 4217.12 that the anticipated cost to the Purchaser for Energy Services provided by the System under this Agreement is expected to be less than the anticipated marginal cost to the Purchaser of electrical energy that would have been consumed by Purchaser in the absence of its purchase of the Energy Services;
- E. Provider and Purchaser acknowledged those certain General Terms and Conditions of Energy Services Agreement between FFP BTM Solar, LLC and Purchaser dated as of _____, 2022 (“General Terms and Conditions”), which are incorporated by reference as set forth herein; and
- F. The terms and conditions of this Energy Services Agreement, excluding the General Terms and Conditions incorporated herein, constitute the “Special Conditions” referred to in the General Terms and Conditions.

In consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. Incorporation of General Terms and Conditions. The General Terms and Conditions are incorporated herein as if set forth in their entirety.
- 2. Initial Term. The initial term of this Agreement shall commence on the Effective Date and shall continue for Twenty (20) years from the Commercial Operation Date (as defined in the General Terms and Conditions), unless and until extended or terminated earlier pursuant to the provisions of this Agreement (the “Initial Term”). After the Initial Term, this Agreement may be renewed for an additional five (5) year term (“Renewal Term”). At least one hundred eighty (180) days, but no more than three hundred sixty-five (365) days, prior to the expiration of the Initial Term, Provider shall give written notice to Purchaser of the availability of the Renewal Term. Purchaser shall have sixty (60) days to agree to continuation of this Agreement for the Renewal Term. Absent agreement to the Renewal Term this Agreement shall expire on the Expiration Date. The Initial Term and the subsequent Renewal Term, if any, are referred to collectively as the “Term”.

3. Schedules. The following Schedules hereto are hereby incorporated into this Agreement:

Schedule 1	Description of the Premises, System and Subsidy
Schedule 2	Energy Services Payment
Schedule 3	Early Termination Fee
Schedule 4	Estimated Annual Production
Schedule 5	Notice Information
Schedule 6	Reserved
Schedule 7	Specific Items for Scope of Work
Schedule 8	Acknowledgment of Upgrades, Schedule or Scope Change
Schedule 9	System Layout
Schedule 10	SMCSD WASTEWATER TREATMENT PLANT - SITE PLAN

4. Privacy. Purchaser acknowledges that the System may collect certain information about Purchaser’s electricity usage and the System performance. Such information may be stored and processed in the United States or any other country in which Provider or its third-party service providers, or its or their respective affiliates, subsidiaries, or service providers, maintain facilities. Purchaser consents to any such transfer of information outside of Purchaser’s country.

5. Milestone Dates.

5.1 The Guaranteed Construction Start Date is 730 days from Effective Date provided that the Local Electric Utility is prepared to begin its construction on any required utility, (distribution or transmission), upgrades, if any, and the Purchaser has completed construction of the Facility. In the event that the Local Electric Utility is not prepared to commence construction on required upgrades, if any are required, or the Purchaser has not completed construction of the Facility, Provider will be allowed a day for day extension to the Guaranteed Construction Start Date, as defined in the Definitions section of Exhibit A General Terms and Conditions between the Parties.

5.2 The Guaranteed Commercial Operation Date is 270 days from Guaranteed Construction Start Date.

6. Purchase Requirement: Energy Services Payment. “Energy Services” means the supply of electrical energy output from the System and any associated reductions in Purchaser’s peak demand from its Local Electric Utility. Purchaser agrees to purchase one hundred percent (100%) of the Energy Services generated by the System and made available by Provider to Purchaser during each relevant month of the Term, up to a maximum of one hundred and ten percent (110%) of Estimated Annual Production, as defined in Schedule 4. While the Energy Services are calculated and billed on a per kWh basis as set forth in Schedule 2 of these Special Conditions, they represent a package of services and benefits.

7. Net Energy Metering. The Parties acknowledge that the pricing assumes Net Energy Metering (NEM) 2.0 for the Initial Term. If (i) Provider fails to submit interconnection applications by January 15, 2022, or (ii) prior to the Commercial Operation Date, Provider fails to keep such interconnection applications in good standing such that the System would not be eligible for NEM 2.0, Purchaser may terminate this Agreement with no liability whatsoever, including, but not limited to the Early Termination Fee. The foregoing shall not apply to the extent Provider’s failure is caused by an act or omission by Purchaser in connection with Provider’s submittal of interconnection applications.

7.1 Prior to commencing construction, Provider shall supply evidence of eligibility of NEM 2.0 tariff status to Purchaser. Purchaser shall have the right to provide approval to proceed with construction upon receipt of evidence of NEM 2.0 tariff status. This approval shall not be unreasonably withheld, conditioned or delayed.

(a) Should the evidence not provide that the Premises is eligible for the NEM 2.0 tariff, the Purchaser has the right to terminate with no liability of either Party to the other, including but not limited to any payments otherwise due for early termination of the Agreement.

- (b) Should the Premises be determined eligible for the NEM 2.0 tariff and Purchaser terminated the Agreement, the Purchaser shall reimburse Provider for actual costs associated with the System (*see* provision 2.2 (Early Termination) of the General Terms and Conditions).

7.2 If, following the Purchaser’s approval, Provider fails to keep the submitted interconnection application in good standing and the System loses eligibility for the NEM 2.0 tariff for at least twenty (20) years from the Commercial Operation Date as indicated by the tariff description set forth on the interconnection agreement, the Purchaser in its sole discretion may terminate this Agreement with no further liability to the Provider, including but not limited to any payments otherwise due for early termination of the Agreement. The foregoing shall not apply to the extent such loss of eligibility for NEM 2.0 is caused by an act or omission by Purchaser in connection with Provider’s submittal of interconnection applications. Purchaser’s termination right described in this paragraph shall cease upon commencement of the Installation Work.

Provided, however, that in the event of a change in Applicable Law that occurs after the Commercial Operation Date and results in a loss of NEM 2.0 grandfathering, Purchaser shall have no such termination right. Provided further that Purchaser shall ensure any correspondence with the Local Electric Utility regarding the tariff and changes to the interconnection agreement are promptly shared with Provider.

- 8. Estimated Annual Production. The annual estimate of electricity generated by the system for each year of the initial term is set as forth in Schedule 4 of the Special Conditions (“Estimated Annual Production”). Within sixty (60) days of each annual anniversary of the Commercial Operation Date, Provider will provide a statement to Purchaser that shows the actual annual kWh production from the System for the Term Year, the Estimated Annual Production, and the Minimum Guaranteed Output (defined below).
- 9. Minimum Guaranteed Output. If the System fails to generate at least ninety-five percent (95%) of the Estimated Annual Production for a full Term Year (such amount, the “Minimum Guaranteed Output”), other than as a result of the acts or omissions of Purchaser or the Local Electric Utility (including a Disruption Period), or a Force Majeure Event, Provider shall credit Purchaser an amount equal to Purchaser’s Lost Savings on the next invoice or invoices during the following Term Year. The formula for calculating Lost Savings for the applicable Term Year is as follows:

$$\text{Lost Savings} = (\text{MGO} * \text{WPR} - \text{AE}) \times \text{RV}$$

MGO = Minimum Guaranteed Output, as measured in total kWh, for the System for the applicable Term Year.

WPR = Weather Performance Ratio, measured as the ratio of the actual insolation over typical (pro-forma) insolation. Such Weather Performance Ratio shall only apply if the ratio is less than 1.00.

AE = Actual Electricity, as measured in total kWh, delivered by the System for the Term Year plus the estimated lost energy production during a Disruption Period.

$$\text{RV} = (\text{ATP} - \text{kWh Rate})$$

ATP = Average tariff price, measured in \$/kWh, for the Term Year paid by Purchaser with respect to the Premises. This price is determined by dividing the total cost for delivered electricity, including all charges associated with such electricity howsoever named, including, without limitation, charges for distribution, transmission, demand, and systems benefits, paid to the Local Electric Utility during the applicable Term Year by the total amount of delivered electricity by the electric utility during such Term Year.

kWh Rate = the kWh Rate in effect for the applicable Term Year(s), measured in \$/kWh.

If the RV is zero or less, then no Lost Savings payment is due to Purchaser. Any Lost Savings payment shall occur no later than sixty (60) days after the end of the Term Year during which such Lost Savings occurred.

10. Allowed Disruption Time. Notwithstanding the provisions in Section 4.3 of the General Terms and Conditions to the contrary, during years 4 through 20 (but not years 1 through 3) of the Term, Purchaser shall be afforded a one-time allocation of fifteen (15) days which may be used consecutively or in separate periods of at least twenty-four (24) hours each ("Allowed Disruption Time") during which the System shall be rendered non-operational. Purchaser shall not be obligated to make payments to Provider for electricity not received during the Allowed Disruption Time, nor shall Purchaser be required to reimburse Provider for any other lost revenue during the Allowed Disruption Time, including any lost revenue associated with any reduced sales of Environmental Attributes, and Provider shall be credited for the estimated lost production the System would have produced during such Allowed Disruption Time toward satisfaction of its Minimum Guaranteed Output, as set forth in Section 8 of the Special Conditions, such estimated lost production to be calculated in the same manner as set forth in Section 4.3 of the General Conditions.
11. Distribution Upgrades, Scope and Schedule Changes.
 - 11.1 For any distribution upgrades required or changes to the scope of Installation Work made pursuant to Schedule 2 of the Special Conditions, the Parties may execute an acknowledgment in the form attached hereto as Schedule 8 detailing (i) the description of the distribution upgrades or change in scope of the Installation Work (ii) the amount of the adjustment in the kWh Rate and Early Termination Fee that corresponds to such costs, if any (iii) changes to the Estimated Annual Production in Schedule IV, if any, and (iv) any change to the Guaranteed Construction Start Date and Guaranteed Commercial Operation Date resulting from such upgrades or scope changes;
 - 11.2 For any day for day extensions made pursuant to Section 2.2(b) of the General Conditions, the Parties may execute an acknowledgment in the form attached hereto as Schedule 8 detailing (i) the circumstances that warrant such day for day extension and (ii) the updated Guaranteed Construction Start Date and/or Guaranteed Commercial Operation Date;
 - 11.3 For any extensions that are not made pursuant to Section 2.2(b) of the General Conditions, Provider may request extensions to the Guaranteed Construction Start Date and/or Guaranteed Commercial Operation Date to the extent that Provider can demonstrate to Purchaser that Provider is seeking such extension for good cause. Purchaser in its sole discretion may approve such extension(s) by executing an acknowledgment in the form attached hereto as Schedule 8 on which Provider details (i) the circumstances for which Provider deems good cause for such extension(s), (ii) the actions that Provider is taking to complete the System on a schedule agreeable to the Purchaser and (iii) the updated Guaranteed Construction Start Date and/or Guaranteed Commercial Operation Date. Provider shall not unreasonably withhold approval.

For the avoidance of doubt, Purchaser designates the Purchaser's District General Manager as authorized to execute the acknowledgment form attached hereto as Schedule 8 provided the terms of such acknowledgment comply with this Section 11.

12. Sunlight Access. Purchaser will take all reasonable actions as necessary to prevent other buildings, structures or flora from overshadowing or otherwise blocking access of sunlight to the System.
13. Use of System. Purchaser will not use electrical energy generated by the System for the purposes of heating a swimming pool within the meaning of Section 48 of the Internal Revenue Code.

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Provider and Purchaser have executed this Agreement as of the Effective Date.

PROVIDER:
FFP BTM SOLAR, LLC

PURCHASER:
SAN MIGUEL COMMUNITY SERVICES DISTRICT

By: _____
Name:
Title:
Date:

By: _____
Name:
Title:
Date:

SCHEDULES

I. Schedule 1 – Description of the Premises, System and Subsidy

<u>A. Premises</u>	1765 Bonita Pl., San Miguel, CA 93451/1800 Mission St, San Miguel, CA 93451
Site diagram attached:	X Yes <input type="checkbox"/> No
<u>B. Description of Solar System</u>	Behind the meter, grid interconnected, canopy mounted solar.
Solar System Size:	798.66 kW (DC) (this is an estimate (and not a guarantee) of the System size; Provider may update the System Size prior to the Commercial Operation Date.)
<u>C. Anticipated Subsidy or Rebate</u>	\$0

II. Schedule 2 – Energy Services Payment

Purchaser shall pay to Provider a monthly payment (the “Energy Services Payment”) for the Energy Services provided by the System during each calendar month of the Term equal to the product of (x) Actual Monthly Production for the System for the relevant month multiplied by (y) the kWh Rate.

The “Actual Monthly Production” means the amount of energy recorded by Provider’s metering equipment during each calendar month of the Term.

The kWh Rate with respect to the System under this Agreement shall be in accordance with the following schedule:

PPA Rate Table

Term Year	kWh Rate (\$/kWh)	Term Year	\$/kWh Rate (\$/kWh)
1	\$0.1440	11	\$0.1440
2	\$0.1440	12	\$0.1440
3	\$0.1440	13	\$0.1440
4	\$0.1440	14	\$0.1440
5	\$0.1440	15	\$0.1440
6	\$0.1440	16	\$0.1440
7	\$0.1440	17	\$0.1440
8	\$0.1440	18	\$0.1440
9	\$0.1440	19	\$0.1440
10	\$0.1440	20	\$0.1440

Distribution Upgrades. Within thirty (30) days of receipt of notice from the Local Electric Utility of distribution upgrade costs required by the Local Electric Utility, Purchaser will provide written notice (email is acceptable) to Provider of Purchaser's election of one of the following options:

- a. Purchaser will bear all the distribution upgrade costs, and the kWh Rates stated in the PPA Rate Table will remain unchanged. Purchaser shall make payments directly to the Local Electric Utility in accordance with the requirements of the Local Electric Utility.
- b. For every \$0.01 per watt DC of such distribution upgrade costs, the kWh rate in the PPA Rate Table will increase \$0.00068 per kWh.

Scope Changes (ITC Eligible). If changes in project scope occur that are eligible for the Federal Investment Tax Credit (including but not limited to adverse geotechnical conditions or the inclusion of spare conduit) and the costs directly related such changes go beyond those contemplated as part of the development and implementation of the System in this Agreement, Provider will provide reasonable documentation demonstrating the direct and actual time and materials costs relating to such costs to Purchaser. Within thirty (30) days after Purchaser receives such documentation, Purchaser will provide written notice to Provider of Purchaser's election of one of the following options:

- a. Purchaser will bear all of the reasonably documented scope change costs, and the kWh rate as stated in Table 1 will remain unchanged.
- b. For every \$0.01 per watt DC of such costs, the kWh rate in Table 1 will increase \$0.00042 per kWh.

Scope Changes (Non-ITC Eligible). If changes in project scope occur that are not eligible for the Federal Investment Tax Credit (including but not limited to ADA compliance costs not related to System configuration or construction) and the costs directly related such changes go beyond those contemplated as part of the development and implementation of the System in this Agreement, Provider will provide reasonable documentation demonstrating the direct and actual time and materials costs relating to such costs to Purchaser. Within thirty (30) days after Purchaser receives such documentation, Purchaser will provide written notice to Provider of Purchaser's election of one of the following options:

- a. Purchaser will pay the entire amount of such associated costs, and the kWh rate as stated in the PPA Rate Table will remain unchanged.
- b. For every \$0.01 per watt DC of such associated costs, the kWh rate in the PPA Rate Table will increase \$0.00057 per kWh.

The following shall apply to any of the scenarios of Sections 1 through 3, above. The kWh rate shall not exceed the maximum total increase of \$0.01546. If the aggregate of costs set forth above for which Purchaser has elected to pay for via increased kWh Rate exceed the maximum total kWh Rate increase of \$0.01546, the Provider has the option to absorb such costs with no increases above the maximum kWh Rate increase or to terminate this Agreement and to remove the System pursuant to Section 2.4 of the General Conditions.

The values in Schedule 3 will be similarly adjusted in association any adjustment to the kWh rate in this Schedule 2.

III. Schedule 3 – Early Termination Fee

The Early Termination Fee with respect to the System under this Agreement shall be calculated in accordance with the following:

Early Termination Occurs in Year:	Column 1 Early Termination Fee where Purchaser does <u>not</u> take Title to the System (\$/Wdc including costs of removal)	Purchase Date Occurs on the 91st day following: (Each “Anniversary” below shall refer to the anniversary of the Commercial Operation Date)	Column 2 Early Termination Fee where Purchaser takes Title to the System (\$/Wdc, does <u>not</u> include costs of removal)
1*	\$4.57		--
2	\$3.89		--
3	\$3.66		--
4	\$3.44		--
5	\$3.22		--
6	\$3.01		--
7	\$2.97	5 th Anniversary	\$2.51
8	\$2.94	6 th Anniversary	\$2.47
9	\$2.91	7 th Anniversary	\$2.44
10	\$2.88	8 th Anniversary	\$2.41
11	\$2.84	9 th Anniversary	\$2.38
12	\$2.81	10 th Anniversary	\$2.34
13	\$2.77	11 th Anniversary	\$2.31
14	\$2.73	12 th Anniversary	\$2.27
15	\$2.69	13 th Anniversary	\$2.23
16	\$2.65	14 th Anniversary	\$2.19
17	\$2.61	15 th Anniversary	\$2.15
18	\$2.56	16 th Anniversary	\$2.11
19	\$2.52	17 th Anniversary	\$2.06
20	\$2.47	18 th Anniversary	\$2.02
		19 th Anniversary	\$1.97

At Expiration (the end of the Initial Term), the amount in Column 1 shall be deemed to be zero (0).

*Includes Early Termination prior to the Commercial Operation Date.

IV. Schedule 4 – Estimated Annual Production

Estimated Annual Production commencing on the Commercial Operation Date with respect to System under this Agreement shall be as follows:

Term Year	Estimated Production (kWh)	Term Year	Estimated Production (kWh)
1	1,404,044	11	1,335,401
2	1,397,024	12	1,328,724
3	1,390,039	13	1,322,080
4	1,383,089	14	1,315,470
5	1,376,173	15	1,308,892
6	1,369,292	16	1,302,348
7	1,362,446	17	1,295,836
8	1,355,634	18	1,289,357
9	1,348,856	19	1,282,910
10	1,342,111	20	1,276,496

The values set forth in the table above are estimates (and not guarantees), of approximately how many kWhs are expected to be generated annually by the System assuming the System size indicated in Schedule 1 and based on initial System designs. Provider may deliver to Purchaser an updated table on or about the Commercial Operation Date based on the actual System size and design.

V. Schedule 5 – Notice Information

Purchaser:

San Miguel Community Services District
Attn: Director of Utilities
Po Box 180 / 1150 MISSION ST
SAN MIGUEL CA 93451
(805) 467-3388
Kelly.dodds@sanmiguelcsd.org

With copy to

White Brenner LLP
Attn: Douglas L. White
1414 K Street, 3rd Floor
Sacramento, CA 95814
(916) 468-0950
Doug@whitebrennerllp.com

Provider:

FFP BTM Solar, LLC
c/o Forefront Power, LLC
Attn: Director, Energy Services
100 Montgomery St., Suite 725
San Francisco, CA 94104

With a copy to

FFP BTM Solar, LLC
c/o Forefront Power, LLC
Attn: Legal Department
100 Montgomery St., Suite 725
San Francisco, CA 94104
Email: FPLegal@forefrontpower.com

Financing Party:

[To be provided by Provider when known]

VI. Schedule 6 – Reserved

VII. Schedule 7 –Specific Items for Scope of Work

1. Provider Responsibilities:

- 1.1. All System structures shall be permitted through the authority having jurisdiction over carports or shade structures, as applicable. Provider shall obtain permits on behalf of the project(s), including building department, structural, grading, and/or electrical permits as required.
- 1.2. Provider and Purchaser are operating under the assumption that the premises will be eligible for a CEQA Notice of Exemption (NOE), and that a special use, conditional use, or zoning permit will not be required. Provider assumes that Purchaser, as lead agency, will issue a Notice of Exemption for CEQA. Upon request, Provider shall provide such limited support as necessary to Purchaser to obtain the NOE, including, if necessary, biological study and associated consultant statement and summary citing exemptions applicable. Provider shall not be responsible for costs or delays associated with any unforeseen required CEQA studies, special use, conditional use, or zoning permits, or mitigations that may result from a CEQA submittal and public comment. Additionally, Provider shall not be responsible for costs or delays associated with CEQA-related mitigations resulting from construction activities, including but not limited to Archaeological, Cultural or Biological discoveries.

- 1.3. Purchaser shall be responsible for all costs associated with all efforts and expenses required to obtain CEQA approval beyond the securing of a CEQA Notice of Exemption. The Construction Start Date shall be extended on a day for day basis for delays associated with CEQA review.
- 1.4. Solar arrays will be canopy height of 10' minimum clearance.
- 1.5. Provider shall be responsible for all tree trimming and tree removal in order to facilitate the installation of the Systems. Provider will remove trees such that the Project area is flush with grade. Purchaser shall acknowledge and approve removal of trees identified by Provider, in order to install the System and such approval shall not be unreasonably withheld. Purchaser shall be responsible for the costs associated with afforestation or reforestation for any trees removed. Purchaser can elect to address afforestation or reforestation itself, or require that Provider address it through the change order process described in Schedule 2. Irrigation re-routing shall not be the responsibility of the Provider.
- 1.6. Provider intends to interconnect the System to Purchaser-owned 480V service conductors at a mutually agreeable location. Based on the information Purchaser has provided (included as Schedule 9), Provider believes that the existing or to be installed conductors and service equipment are sufficiently capable of accepting the additional electrical load of the System. Provider assumes that the existing conductors and service equipment are sufficiently capable of accepting the additional electrical load of the System. Provider shall not bear responsibility for any required upgrades to the pre-existing electrical system.
- 1.7. Provider shall be responsible for all fees associated with the interconnection application, except that Provider shall not be responsible for transmission and distribution upgrades determined necessary by the Local Electric Utility.
- 1.8. Provider assumes that soil conditions are not such soils that are rocky, sandy, contaminated, ground water, caving, or otherwise have problematic construction limitations. Specifically, ForeFront Power assumes no required shoring or de-watering for trenches, and a maximum required pier depth of 10' and diameter of 30". If soil conditions prove to be more adverse than these assumptions, Provider shall not be responsible for such additional expenses. Provider shall work with Purchaser in good faith to determine a mutually acceptable solution for Purchaser to pay such additional costs, including potentially an increase in the kWh rate in Schedule 2.
- 1.9. Fencing shall be 6' tall chain link, without barbed wire. Provider will determine the number of gates that are to be installed on the perimeter fencing, and such location(s) will be indicated on Provider's drawings and plan submittals to Purchaser.
- 1.10. Provider assumes that existing grade is level and that no grading is required in support of System installation.
- 1.11. Provider intends to configure the System to be operated in parallel with electric distribution services from the Local Electric Utility. Provider and Purchaser agree that during Local Electric Utility power outages, public safety power shut offs or other instances when the Local Electric Utility ceases to provide electric distribution services to the Premises, the System shall cease providing Energy Services to the Premises until such time as the Local Electric Utility resumes electrical distribution services.
- 1.12. Provider assumes free, unobstructed native soil, capable of providing structural support to the photovoltaic system. Provider shall not be responsible for such additional expenses related to underground conditions that are rocky, sandy, contaminated, contain ground water, result in caving, or otherwise have problematic construction limitations. Additional expenses related to these conditions include, but are not limited to, hard rock drilling, de-watering, installation of casings, spread footings, importing of backfill, or other abnormal installation methods. Provider

shall work with Purchaser in good faith to determine a mutually-acceptable solution for Purchaser to pay such additional costs, including potentially an increase in the kWh rate in Schedule 2.

- 1.13. Provider shall not be responsible for exporting soils. Any spoils that result from the installation of the System are assumed to be spread on site.
 - 1.14. Provider assumes Risk Level I BMPs as it relates to relevant SWPP assumptions for the installation of the System.
 - 1.15. Provider will execute a Phase I ESA, in accordance with ASTM e1527. Provider assumes that there are no REC's, HREC's or de minimis concerns associated with the Project Site.
 - 1.16. Provider agrees to construct the System in no more than 1 construction phase(s).
 - 1.17. Provider assumes that there is a potable water source on site, and available for Provider's use in cleaning and maintaining the system. The estimated quantity of water needed is approximately 2,500 gallons annually.
 - 1.18. Provider shall be responsible for all inspection and inspector costs associated with the installation of the system.
2. Purchaser Responsibilities:
- 2.1. Purchaser shall deliver to Provider all as-built drawings or design drawings in order to fully develop the solar plan sets and designs. Provider shall not be responsible for the accuracy of the as-built drawings.
 - 2.2. Purchaser shall provide eight (8) 2" conduits for Providers use from the point interconnection to the system arrays.
 - 2.3. Purchaser shall provide 20' wide solar access road as indicated on the layout in schedule 9.

VIII. Schedule 8 – Acknowledgment of Upgrades, Schedule or Scope Change
Upgrades, Scope and/or Schedule Change Acknowledgment

This Acknowledgment is made in accordance with Section 10 of the Special Conditions, as defined in that Energy Service Agreement – [Solar], between [PURCHASER] (“Purchaser”) and FFP BTM Solar, LLC (“Provider”), dated [_____, 20__] (the “Agreement”). Upon execution by both Purchaser and Provider, this Acknowledgment shall be effective as of [INSERT DATE] (the “Acknowledgment Effective Date”).

1. Type of Change:

- Distribution Upgrades
- Scope Changes (ITC Eligible)
- Scope Changes (Non-ITC Eligible)
- Day for Day Extension
- Extension for Good Cause

2. Description of Change

[INSERT DESCRIPTION AND IF PROVIDER SEEKING EXTENSION FOR GOOD CAUSE, PROVIDER TO DETAIL CIRCUMSTANCES AND ACTIONS PROVIDER IS TAKING TO COMPLETE SYSTEM ON AGREED UPON SCHEDULE]

3. kWh Rate and Early Termination Fee [IF NO IMPACT TO RATE OR ETF THEN DELETE]

[INSERT UPDATED KWH RATE AND EARLY TERMINATION FEE TABLE]

4. Estimated Annual Production [IF NO IMPACT TO ESTIMATED ANNUAL PRODUCTION THEN DELETE]

[INSERT UPDATED SCHEDULE 4 ESTIMATED ANNUAL PRODUCTION TABLE]

5. Updated Guaranteed Construction Start Date and Guaranteed Commercial Operation Date [IF NO IMPACT TO CLIFF DATES THEN DELETE]

The Parties hereby agree that the Guaranteed Construction Start Date and the Guaranteed Commercial Operation Date as defined in the Agreement are updated as follows:

Guaranteed Construction Start Date: [_____]

Guaranteed Commercial Operation Date: [_____]

The Parties hereby acknowledge and confirm the terms set forth herein as of the Acknowledgment Effective Date.

[PURCHASER]

FFP BTM Solar, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

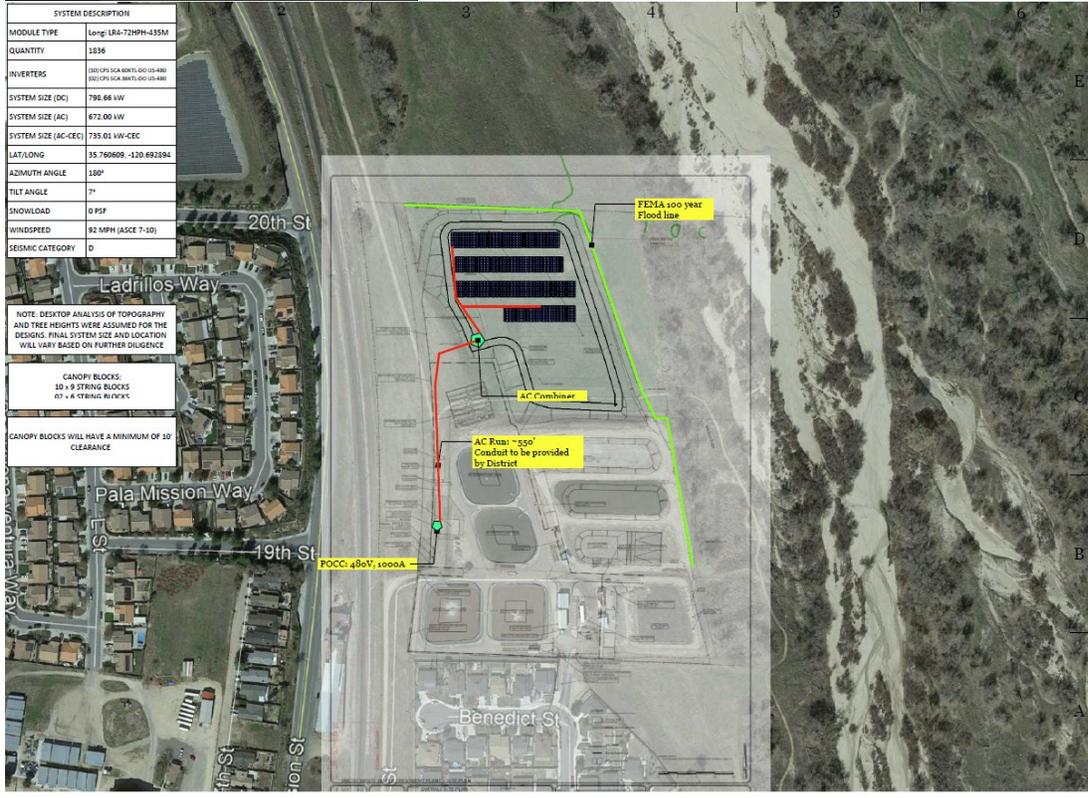
IX. Schedule 9 – System Layout

SYSTEM DESCRIPTION	
MODULE TYPE	Long LR4-72MH-435M
QUANTITY	1836
INVERTERS	100 CPS SCA 60KTL0010-480 100 CPS SCA 60KTL0010-480
SYSTEM SIZE (DC)	796.66 kW
SYSTEM SIZE (AC)	672.00 kW
SYSTEM SIZE (AC-CEC)	735.01 kW-CEC
LAT/LONG	35.760609, -120.692894
AZIMUTH ANGLE	180°
TILT ANGLE	7°
SNOWLOAD	0 PSF
WINDSPEED	92 MPH (ASCE 7-10)
SEISMIC CATEGORY	D

NOTE: DESKTOP ANALYSIS OF TOPOGRAPHY AND TREE HEIGHTS WERE ASSUMED FOR THE DESIGN. FINAL SYSTEM SIZE AND LOCATION WILL VARY BASED ON FURTHER DILIGENCE

CANOPY BLOCKS:
10 x 9 STRING BLOCKS
OF 4 STRING BLOCKS

CANOPY BLOCKS WILL HAVE A MINIMUM OF 10' CLEARANCE





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301 FOREFRONT POWER, LLC AND ITS
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SAN FRANCISCO, CA 94104
(415) 394-5045
www.ForefrontPower.com

STAMP:

NOT FOR CONSTRUCTION

**San Miguel Community Service District
San Miguel WWTP**

1800 Mission St,
San Miguel, CA 92451

PROJECT NUMBER:
CA-21-0229

SHEET TITLE:
CONCEPTUAL LAYOUT

SHEET SIZE:
TABLOID 11" X 17"

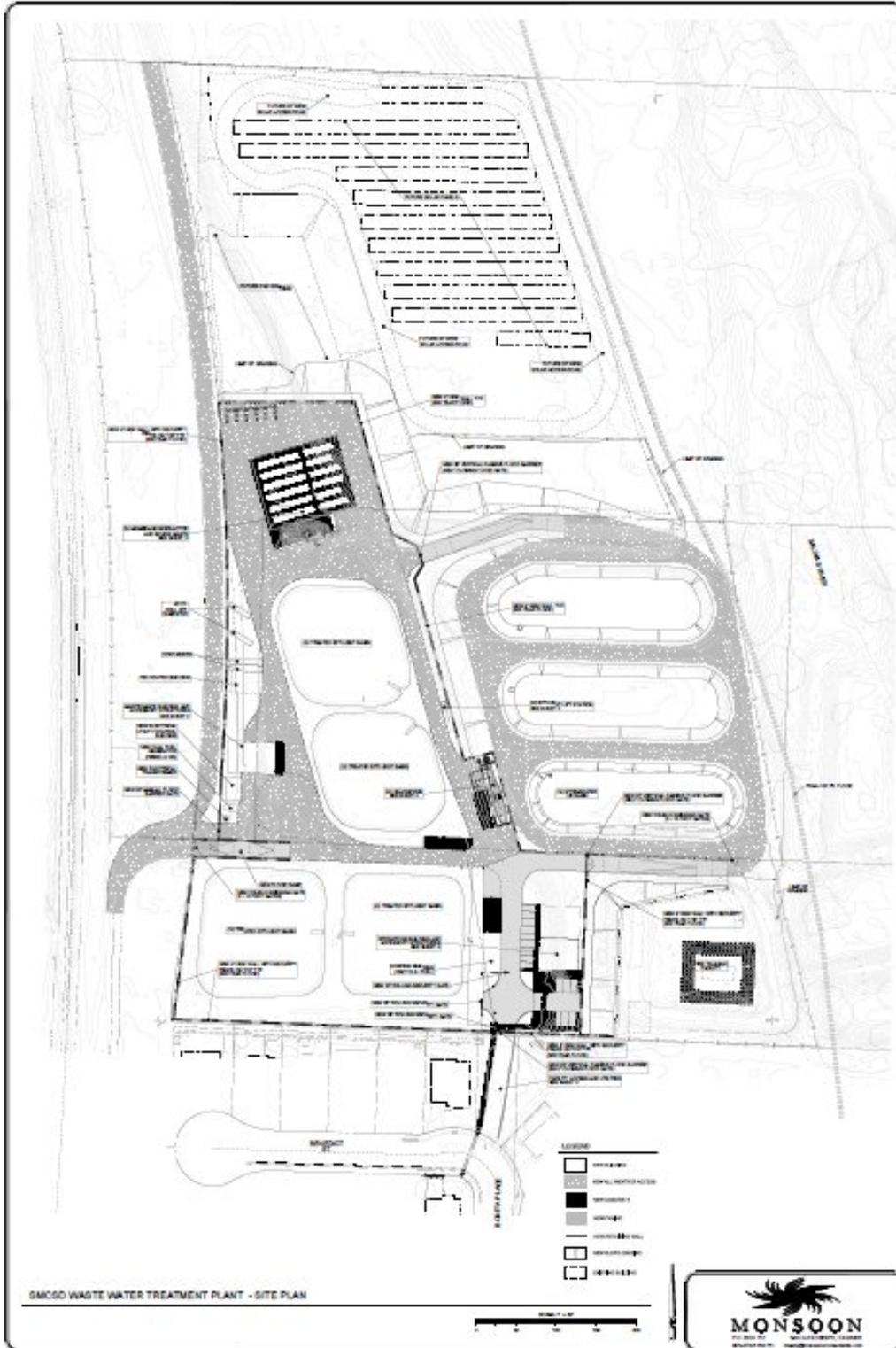
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NO.	REVISION	DATE	INIT.

DATE: July 13, 2022
DRAWN BY: RP
ENGINEER: RP
APPROVED BY: _____

PROJECT PHASE: PRELIMINARY DESIGN
SCALE: 1" = 200'
SHEET NO:
CL-1

X. Schedule 10 – SMCSO WASTEWATER TREATMENT PLANT - SITE PLAN



**Board of Directors
Staff Report**

September 22, 2022

AGENDA ITEM: 2

SUBJECT: Authorize the General Manager to act as authorized representative for Clean Water State Revolving Fund Grants for the Machado Wastewater Treatment Facility

SUGGESTED ACTION: Approve RESOLUTION 2022-49 authorizing the General Manager, Kelly Dodds to act as authorized representative for Clean Water State Revolving Fund Grants for the Machado Wastewater Treatment Facility

DISCUSSION:

The approval of RESOLUTION 2022-49 clarifies the authorized representative for the administration of CWSRF grants as the General Manager. This will allow the District to continue to manage our grant(s) in accordance with our agreement.

This clarification is being required by the State Water Resources Control Board.

FISCAL IMPACT:

None.

PREPARED BY: Kelly Dodds

RESOLUTION NO. 2022-49

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN MIGUEL COMMUNITY SERVICES DISTRICT AUTHORIZING SUBMISSION
OF APPLICATION(S) FOR FINANCIAL ASSISTANCE FOR THE PLANNING,
DESIGN AND CONSTRUCTION OF IMPROVEMENTS TO THE DISTRICTS
MACHADO WASTEWATER TREATMENT FACILITY (WWTF).**

WHEREAS, San Miguel Community Services District (“District”) has the responsibility to maintain the community’s wastewater treatment facility; and

WHEREAS, the District has been awarded grant funds from the Clean Water State Revolving Fund; and

WHEREAS, the District is applying for additional grant funds and, in order to continue to meet our obligation under the current grant, and for potential future grants, the previously designated District representative authorized to sign, file, for and on behalf of the District, financial assistance applications must be corrected.

NOW THEREFORE, BE IT RESOLVED, the San Miguel Community Services District Board of Directors (“Board”) does hereby resolve, determine, and order as follows:

1. The General Manager of the San Miguel Community Services District is designated as the District’s “Authorized Representative” for purposes of obtaining financial assistance from the State Water Resources Control Board.
2. The Authorized Representative, or his designee, is directed to sign and file, for and on behalf of the District, a Financial Assistance Application for a financing agreement from the State Water Resources Control Board for the planning, design, and construction of improvements to the Districts Machado Wastewater Treatment Facility (the “Project”).
3. The Authorized Representative, or his designee, is directed to provide the assurances, certifications, and commitments required for the financial assistance application, including executing a financial assistance agreement from the State Water Resources Control Board and any amendments or changes thereto.
4. The Authorized Representative, or his designee, is authorized to represent the District in carrying out the District’s responsibilities under the financing agreement, including certifying disbursement requests on behalf of the District and compliance with applicable state and federal laws

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 22nd day of September 2022.

Raynette Gregory, Board President

ATTEST:

Douglas L. White, District General Counsel

**Board of Directors
Staff Report**

September 22, 2022

AGENDA ITEM: 3

SUBJECT: Authorize release of Tank Coating RFQ/P

SUGGESTED ACTION: Authorize the General Manager to release an RFQ/P for the inspection and assessment of the .65 Million Gallon Water tank.

DISCUSSION:

Authorize the General Manager to release and RFQ/P for the inspection and assessment of the .65 Million Gallon Water tank. This tank was installed in 2009. The tank coating system is a multipart system, of which the outer "protective" layer is peeling. The proposed RFP is to inspect and assess the current coating, and provide a recommendation as to the best way to fix the coating damage.

FISCAL IMPACT:

There are minor costs associated with the release of this RFP. Namely related to posting the RFP and review of the RFP responses by staff and the District engineer.

PREPARED BY: Kelly Dodds



REQUEST FOR QUALIFICATIONS/ PROPOSALS

SAN MIGUEL COMMUNITY SERVICES DISTRICT 0.65 MG TANK REHABILITATION DESIGN

Issue Date:
September 22, 2022

Proposal Due Date and Time:
Friday, October 14, 2022, 12:00 pm (Pacific time)

Mailing Address:
PO BOX 180
San Miguel CA 93451

Delivery Address:
1150 Mission Street
San Miguel CA 93451

Contact:
Kelly Dodds, General Manager Kelly.dodds@sanmiguelcsd.org
phone: 805-467-3388 / fax: 805-467-9212

REQUEST FOR QUALIFICATIONS/PROPOSALS SMCSD 0.65 MG TANK REHABILITATION DESIGN

The San Miguel Community Services District (District) has prepared this Request for Qualifications/Proposals (RFQ/P) for engineering services for the design of construction documents for rehabilitation of the District's 0.65 million gallon (MG) steel drinking water storage tank for the community of San Miguel, San Luis Obispo County, California.

Proposal Due Date: October 14, 2022, 12 p.m. local time. Any proposals received after this date/time will be returned to the proposer un-opened. It shall be the proposers' responsibility to verify and confirm receipt of the proposals by the specified due date and time.

Proposal Delivery Location: 1150 Mission Street, San Miguel, CA 93451 or via USPS at PO Box 180, San Miguel, CA 93451. To safeguard against pre-mature opening, all proposals shall be in sealed envelopes/containers, with a label containing proposal title, proposer's name, and proposal due date and time.

Number of Copies of Proposal to be Provided: 2 hard copies, one thumb drive. The thumb drive shall include a complete copy of the Proposal, EXCLUDING PROPOSED FEES.

Contact: Kelly Dodds, General Manager, San Miguel Community Services District, kelly.dodds@sanmiguelcsd.org, (805) 467-3388 for details and information regarding this RFQ/P and proposal requirements. Firms must notify Kelly Dodds via email of their intent to propose in order to receive any addenda or response to questions.

BACKGROUND

San Miguel is an unincorporated community in San Luis Obispo County, with approximately 2,820 residents. San Miguel is located approximately 7 miles north of the City of Paso Robles. The San Miguel Community Services District was formed in 2000 combining the San Miguel Fire District, County Service Area 1, San Miguel Sanitary District, and San Miguel Lighting Districts. The District currently provides fire services, street lighting and landscaping, wastewater collection and treatment, potable water production and distribution, and solid waste services. The District is Governed by a Board of five Directors and has a General Manager, six admin and Utilities Personnel, a Fire Chief, Assistant Fire Chief and up to 20 paid on-call firefighters. The majority of operating funds for the District come from user fees and property tax.

District's 0.65 MG steel drinking water storage tank was built in 2009. The tank has not had sediment removed since construction was completed. The last dive inspection was performed in 2010 for the one year warranty inspection. The 0.65 MG tank has visible signs of corrosion on the interior of the tank above the water line, especially around rafter/roof connections. The 0.65 MG tank also shows evidence of aging exterior paint

REQUEST FOR QUALIFICATIONS/PROPOSALS SMCSD 0.65 MG TANK REHABILITATION DESIGN

that requires rehabilitation. The District would like the Consultant to review the safety features of the tank and perform a preliminary assessment of conformance with current seismic standards.

INFORMATION AVAILABLE

Consultants are encouraged to review current available project-related information electronically; such documents will be made available by download using the District's file sharing service. Contact Kelly Dodds for a download link. The following documents are available for review electronically:

- 0.65 MG Tank Record Drawings
- One Year Warranty Inspection Dive Report

REQUEST FOR QUALIFICATIONS/PROPOSALS SMCSD 0.65 MG TANK REHABILITATION DESIGN

INQUIRIES DURING PROPOSAL PERIOD

Consultants must direct all inquiries to the District in writing, via email to the General Manager, Kelly Dodds kelly.dodds@sanmiguelcsd.org. All inquiries will be responded to in writing, and questions and responses will be disseminated to all consultant teams for their consideration. The origination of the questions will not be disclosed. **All inquiries must be received no later than Friday, October 7, 2022, 5pm in order to receive responses from the District.** Inquiries received after this deadline may not be responded to.

MANDATORY PRE-PROPOSAL MEETING

A mandatory in-person pre-proposal meeting will be held Thursday, September 29, 2022, from 10:00 a.m. to 11:00 a.m., at the tank site (858 10th street San Miguel CA 93451). Attendance is mandatory for all prime consultants but is not mandatory for subconsultant team members. The District will present an overview of the project and will review the proposal requirements. The District will answer any questions from attendees during the meeting.

ADDENDA TO RFP

Through the course of the proposal development, consultants may raise questions concerning the RFQ/P, which may impact proposals. The District will issue addenda as necessary to further clarify the requirements and expectations of the RFQ/P. Consultants shall acknowledge receipt of addenda in the proposal cover letter.

REQUEST FOR QUALIFICATIONS/PROPOSALS SMCSD 0.65 MG TANK REHABILITATION DESIGN

PROPOSAL REQUIREMENTS

Submit One Proposal. Prime consultants shall be limited to only one proposal/project team for the Project. Subconsultants, however, may be included in multiple proposals with various prime consultants.

Proposal Rejection or Withdrawal. Late proposals (submitted after the specified due date/time) shall be rejected by the District and returned un-opened to the Proposer. The District reserves the right to accept or reject any or all proposals. Proposals may be withdrawn by a signed written request submitted to the District at any time prior to 5 p.m. of the due date of the proposal.

Project Manager. The Project Manager shall be the same person named as Project Manager in the Proposal and shall be dedicated to this Project as appropriate to execute the project in a timely and effective manner. Should the designated Project Manager not be able to fulfill this commitment during the course of the Project, the Consultant shall notify the District within 10 working days of proposed personnel change and shall submit the qualifications of the new proposed Project Manager, subject to approval by the District.

Agreement. Consultants shall review the District's Standard Agreement, liability, and insurance requirements, included as **Attachment A** to this RFQ/P. Each individual firm submitting a proposal shall meet all the terms and conditions contained in the Agreement, and/or shall submit proposed exceptions to the Agreement in the Consultant's proposal. The District is willing to negotiate such requirements with candidates; however, the Proposer shall bear in mind that should a funding agency used by the District require specific terms and conditions not included in District's Agreement, Consultant shall abide by all funding agency requirements without exception. This Agreement and RFQ/P is for the design services and optional services for assistance during bidding and engineering support during construction.

Agreement Execution. The selected consultant shall execute the written contract included in Attachment A, with the District within 10 working days after notice of award has been granted by the District. Failure to accept and execute said Agreement will cancel the notice of award, and the District will continue negotiations with the next highest ranked firm.

Proof of Insurance. The District will require the individual or engineering firm selected to maintain general liability, automobile, workers' compensations, and errors and omissions insurance. The contract will contain provisions requiring the selected firm to indemnify the District. Other required provisions will include the District's right to terminate the agreement, at its sole discretion, upon the provision of notice. Consultant shall provide proof of insurance in the form, coverages, and amounts specified in the Agreement within 7 working days following notice of contract award. Such insurance proof shall be a pre-condition of contract execution.

REQUEST FOR QUALIFICATIONS/PROPOSALS SMCSD 0.65 MG TANK REHABILITATION DESIGN

General Conditions.

- Preference will be given to Firms with offices within 120 miles of the District, Proposer shall indicate where the office that would service this contract is located.
- The District shall not be liable for any pre-contractual expenses incurred by any proposer, nor shall any firm include such expenses as part to the proposed cost. Pre-contractual expenses include any expense incurred by a proposal and negotiation of any terms with the District.
- The District reserves the right to withdraw this RFP at any time without prior notice and to reject any all proposals submitted without indicating any reasons. Any award of contract for services shall be made to the firm best qualified and responsive in the opinion of the District.
- Proposals may, at the District's option, be rejected if they contain any alterations, additions, conditional or alternatives, are incomplete, or contain erasures or irregularities of any kind.
- The District reserves the right to reject any and all proposals. The District expressly reserves the right to postpone submittal opening for its convenience and to reject any and all submittals responding to this RFP.
- Proposal will NOT be opened publicly.
- The selected firm must agree to indemnify and hold harmless the District, its officers, agents and assigns from any liability or loss resulting from suits, claims, or actions brought against the District which result directly or indirectly from the wrongful or negligent actions of the consultant in the performance of the contract.
- The selected firm will be required to comply with all existing State and Federal labor laws including the applicable to equal opportunity employment provisions.
- The District reserves the right to negotiate special requirements and proposed service levels using the selected proposal as a basis. Compensation for services will be negotiated with the selected firm.
- All responses to this RFP shall become the property of the District and will be retained or disposed of accordingly.
- No amendments, additions or alternates shall be accepted after the submission date and time.
- All documents, records, designs, and specifications developed by the selected firm in the course of providing services for the District shall be the property of the District.
- Anything considered to be proprietary in the proposal should be so designated by the firm.
- Acceptance by the District of any proposal submitted pursuant to this RFP shall not constitute any implied intent to enter into a contract for services.
- The District reserves the right to issue a written notice to all participating firms of any change in the proposal requirements or submission schedule should the District determine, in its sole discretion, that such changes are necessary.
- All services provided by the firm shall be in accordance with State, Federal, County, and District's standards.

REQUEST FOR QUALIFICATIONS/PROPOSALS SMCSD 0.65 MG TANK REHABILITATION DESIGN

PROPOSAL FORMAT

General. Proposals shall be prepared in accordance with the format specified in this section. Proposals that do not follow this format will be subject to rejection by the District. Provide proposals in the following format:

- **Provide your proposed fees in a separate sealed envelope, clearly marked with the proposer’s company name and address, and labeled “Proposed Fees for SMCSD 0.65 MG Tank Rehabilitation Design”. Prime consultant fees shall be broken down by hours per task, in accordance with the labor classifications and rates specified, and per Section 4 of the Proposal.**
- **Letter of Transmittal.** Provide a brief transmittal letter (2 pages maximum) transmitting the proposal to the District.
- **Table of Contents.**
- **Section 1. Project Understanding and Approach.** Provide your team’s understanding and approach to the overall project. Discuss issues and concerns and express your ideas and methodology on how best to approach and execute the project. Include your approach to project management, teamwork, communications, quality assurance/control, and cost and schedule controls.
- **Section 2. Project Team/Qualifications.** Provide an organization chart showing design team, organization/lines of communication, and team member qualifications germane to this project. Clearly state your proposed Project Manager and corresponding qualifications. The proposed Project Manager must be a California licensed Professional Engineer. Include all subconsultants as part of the proposed team and describe your past working relationships with each subconsultant. Full resumes shall be placed in Appendix A. Team member references shall be included in Appendix B. Provide a minimum of three references, two of which must be for the proposed Project Manager. State the contact/agency name, brief title/description of project, contact telephone number.
- **Section 3. Relevant Project Experience.** Provide your team’s relevant project experience as it relates to the nature of this project, including the experience of proposed subconsultants. Include projects of similar nature, magnitude, and complexity to this project. Provide the year(s) the Work was performed and identify key team members and their roles on the project. Projects listed should be specifically relevant to key aspects of the tank rehabilitation design.

REQUEST FOR QUALIFICATIONS/PROPOSALS SMCSD 0.65 MG TANK REHABILITATION DESIGN

- **Section 4. Scope of Services.** Provide a detailed scope of services for the project. Embellish on the scope outline in this RFP. Include a subsection in this Section 4 specifically to present any exceptions to the Agreement for Services.

- **Section 5. Conflicts of Interest.** Firms submitting a proposal in response to this RFP must disclose any actual, apparent, direct, or indirect, or potential conflicts of interest that may exist with respect to the firm, management, or employees of the firm or other persons relative to the services to be provided under the Agreement for engineering services to be awarded pursuant to this RFP. If a firm has no conflicts of interest, a statement to that effect shall be included in the Proposal.

- **Section 6. Project Schedule.** Provide a detailed project schedule, in graphic format, along with written explanation of assumptions, or specific details, issues or concerns regarding the proposed schedule. Show graphically and clearly indicate all schedule components, including mandatory compliance schedules, those schedule items for District and agency review, and other items as deemed necessary. Include in the schedule all anticipated time allotments for agency reviews, public participation, and other schedule provisions. Clearly state all assumptions and basis for the proposed schedule. The proposal and project award schedule follows:

Item	Date
Proposal Due	10/14/2022, 12 p.m. local time
District Review of Proposals	10/14/2022 through 10/20/2022
Interviews (if desired by the District)	TBD
District Recommendation of Selected Firm/Staff Report	10/27/2022
Consultant Notice of Contract Award/Begin Contract Negotiations	10/28/2022
Delivery of Bid Documents	7/15/2023

- Appendix A. Team Member Resumes

- Appendix B. References

- Appendix C. Billing Rates

- **Fees. IN A SEPARATE SEALED ENVELOPE,** provide a fee estimate, broken down by hours and task, demonstrating your understanding of the scope of work and level of effort required to accomplish all tasks. Provide

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proposed consultant fees, using the same hourly rates proposed in Consultant's billing rate schedule. Provide the standard billing rate sheets for the prime consultant and each subconsultant and include such billing rate sheets in Appendix C. **DO NOT PROVIDE THE FEE ESTIMATE AS PART OF THE PROPOSAL, AND DO NOT PROVIDE PROPOSED FEES ON THE THUMB DRIVE. THE PROPOSED FEES SHALL BE SEALED IN A SEPARATE ENVELOPE, CLEARLY MARKED SUCH, AND ENCLOSED WITHIN THE ENVELOPE FOR THE HARD COPIES OF THE PROPOSALS.**

Proposal Length. The District has no required proposal length; however, the District requests Proposers to be concise and to only include information germane to the Proposal.

Other Requirements. The hard copies of proposals shall be bound. **Minimum font size for text shall be 11 point, except for headers, footers, footnotes, etc.**

PROPOSAL RANKING CRITERIA

Proposals will be ranked by the District based on established ranking criteria. The value of each criterion is stated immediately following each criterion. Criteria and relative "point" values are as follows:

- Project Understanding and Approach, 40 points
- Team qualifications, 20 points
- Project Schedule, 20 points
- Responsiveness to RFP, 15 points
- Local Presence, 5 points

All proposals will be ranked on these criteria, and a short-list of a maximum of three firms will be chosen. If interviews are warranted, the District will select the interview times at random, and will notify each team as to their respective time slots for interviews. The interviews will consist of a half-hour presentation by the project team, followed by a one-hour question and answer period. The top candidates may be interviewed, and the top firm selected based on the outcome of the respective proposals and interviews. The top-ranked firm will then enter contractual and fee negotiations with the District, and should the District and top-ranked firm not satisfactorily negotiate the agreement, the second-ranked firm will enter negotiations, and so forth.

OVERVIEW OF SCOPE OF SERVICES

Consultants shall prepare a scope of services to provide engineering services for the tank rehabilitation design. The scope of services shall include services for the following:

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1. **Progress Meetings and Coordination.** The Consultants project manager and project engineer shall attend a project kick-off meeting and progress meetings during the course of the project. The Consultant shall provide project oversight and coordination as necessary for successful completion of the contract engineering services.
2. **Research, Data Collection, and Field Investigation.** Consultant shall collect, review, and analyze all available plans, reports, and records regarding the project as necessary to successfully complete the engineering services for the project.

Consult shall arrange for and conduct a site investigation, including diving the tank, to gather needed data and confirm information from existing records and reports. The inspection will confirm the items for rehabilitation and replacement as part of the project and should include:

- i. Roofing system including the existing screens at all vents, hatches, and safety equipment
 - ii. Overflow piping
 - iii. Internal/external elbows and pipes
 - iv. Inlet/outlet valves and appurtenant piping
 - v. Interior coating, including the shell, valves, floor, etc.
 - vi. Tank foundation
 - vii. Walkways, catwalks, and safety railing
 - viii. Exterior tank conditions including corrosion, paint condition, etc.
 - ix. Condition of cathodic protection system
 - x. Drain valves and drain valve covers
 - xi. Tank level indicator(s)
 - xii. Sediment removal
3. **Preliminary Design Report.** Consultant shall prepare a preliminary design report with recommended solutions and cost estimates for the rehabilitation of the tank. Consultant shall submit the preliminary design report to the District for review and approval. The design should address, at a minimum:

General:

- i. Summary of required shutdowns and durations.
- ii. Evaluation of constructability and recommendations for phasing.
- iii. Prepare an inspection plan based on the proposed project phasing.
- iv. Identify required permits, if any.
- v. Address noise, odor, and safety issues related to the project.

Structural, Seismic, and Safety:

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- i. Summary of field investigation including all measurements and evaluations of the tank physical condition.
- ii. Recommendations for flexible inlets and outlets, added manways, vent screens, safety climbs, safety hatches, cable restraint systems, guardrails, catwalks, etc.

Painting and Coating:

- i. If required, considering the tank age, laboratory analysis of two samples of interior coating and two sample of exterior paint to determine if they contain lead, chromium compounds, zinc, or other hazardous material per current regulations.
- ii. Summarize findings, including results of paint/coating laboratory analysis, and incorporate the findings in the design for methods of removal, protection of workers and the environment, and disposal methods and operations.
- iii. Evaluate the existing paint and coating systems and recommend rehabilitation methods.
- iv. Evaluate and recommend preferred paint and coating system options for consideration by the District. Recommendations should include:
 - Coating life expectations
 - Years in use
 - Availability of qualified applicators
 - Labor and material costs
 - Maintenance costs
 - Need for dehumidification
 - Impacts from noise, odor, and safety issues as applicable
- v. Evaluate existing cathodic protection systems and recommendations for rehabilitation, as needed.

Provide periodic submittals of project design concepts and criteria and participate in conference calls or informal meetings with the District during the preliminary design development to assure agreement and reduce formal District review periods.

4. **Final Design.** The Final Design shall not commence until authorized by the District. Consultant shall not proceed with final engineering until all reports are completed by the Consultant and have been approved by the District.

Consultant shall prepare one bid package of detailed drawings and specifications for competitive bidding for the proposed construction work including cost

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estimates. Consultant shall submit specifications, drawings, and cost estimates to the District for review at the 60% (Draft), 90% (Draft Final), and 100% (Final) milestones. Consultant shall prepare documents including, but not limited to:

Construction Drawings

- i. Title Sheet, location map, vicinity map, and signature blocks applicable to the project
- ii. General site plan with appropriate general notes
- iii. Symbols and abbreviations
- iv. Location of known and proposed piping, valves, ladders, hatches, inlets, outlets, cathodic protection anodes, guard railing, catwalks, and other relevant appurtenances
- v. Repair details and notes

Specifications

- i. Consultant shall prepare technical specification for construction following CSI 50 Division MasterFormat.
- ii. Technical Specifications shall be suitable for competitive bidding of the proposed work and shall be coordinated with the District prepared Division 00 sections. Consultant shall support the District during preparation of Supplemental Conditions.
- iii. The District will prepare Division 00 procurement specification sections (Front Ends) using standard EJCDC construction series documents.

Cost Estimate and Bid Schedule

- i. Consultant shall prepare a bid schedule that includes an estimate of materials and quantities.
- ii. Consultant shall prepare a construction cost estimate for the proposed work at the 60%, 90%, and 100% design milestones. The cost estimate will match the bid schedule.

Consultants project manager, project engineer, and QA/QC coordinator shall perform routine and final review of all submitted documents prior to submittal and prior to signing the plans. Consultant shall respond to District review comments and edit the design documents as required.

Consultant shall submit one set of signed and stamped drawings on 22" x 34" sheets prepared using AutoCAD along with a pdf of the submitted drawings suitable for review and reproduction. Project drawings shall be signed and sealed by a professional engineer registered in the appropriate discipline in the State of California. An electronic copy of the AutoCAD file(s) shall be given to the District.

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5. **Bid Phase Support.** The Consultant shall attend and participate in a pre-bid conference at a date and time to be set by the District. The Consultants responsibilities shall generally include:
- i. Supporting the District in instructing prospective bidders as to the types of information required by the contract documents to be submitted with the bid and the format in which the bid shall be presented.
 - ii. Reviewing special project requirements and the contract documents in general.
 - iii. Reviewing the pre-bid agenda and meeting minutes, which will be prepared by the District.
 - iv. Interpreting and clarifying the contract documents through Request for Information/ Request for Clarification (RFI/RFC), and answering the RFI/RFC via addenda, as needed.

Consultant shall prepare addenda or interpretations to the bid documents as required. The District will issue the addenda. Assume preparation of 2 addenda.

Consultant shall assist the District during the bid opening. Consultant shall answer questions as appropriate during the bid opening, make preliminary tabulation of bids, and review bid documents for completeness.

Consultant shall provide recommendations to the District regarding award of the contract.

6. Engineering Support During Construction.

Office Engineering Support

- i. Consultant shall provide general contract administration for the construction of the Project, provide office engineering and consultation as required.
- ii. Consultant shall interpret contract documents through Request for Information/Request for Clarification (RFI/RFC).
- iii. Consultant shall review construction shop drawings for conformance with the contract plans, specifications, and documents. Consultant will review contractor requested deviations and substitutions to confirm they conform with the requirements for substitution in the contract documents, make recommendations to the District, and receive District concurrence prior to approving any substitution. Consultant shall submit to the District electronic copies of all preliminary and final shop drawings that have been reviewed for conformance.
- iv. Consultant shall document and review testing of equipment, materials, and appurtenances for conformance with design concepts and construction contract plans, specifications, and documents. Test shall be

REQUEST FOR QUALIFICATIONS/PROPOSALS SMCSD 0.65 MG TANK REHABILITATION DESIGN

conducted by the vendor or contractor to assure conformance with the designer's intent and operational criteria. As appropriate, shop acceptance testing shall be witnessed by the Consultant and the District. Consultant shall review and evaluate said tests and make appropriate recommendations to the District prior to contractor installation of equipment and the acceptance of the constructed or furnished facilities.

- v. Consultant shall assist in verification of intermediate and final acceptance. Final acceptance shall require facility components be fully operational by way of all necessary testing, start-up, and jurisdictional transfer of all or only the respective portions of each substantially completed facility from its construction phase to the District.
- vi. Consultant shall prepare supplementary sketches and details as required to resolve field construction problems that may be encountered.

Record Drawing Preparation

- i. Consultant shall review up-to-date construction information recorded by project inspector(s) during the course of construction to be used and recorded in preparation of the construction record drawings.
- ii. Consultant shall prepare record drawings by marking original drawings from the approved design (or conformed drawings, if issued) and updating electronic drawing files in AutoCAD format to reflect field changes. Record drawings will be dated and marked as delta revisions and include all changes clearly highlighted by revision clouds.
- iii. Upon District approval, Consultant shall provide one (1) set of record drawings prepared on 22" x 34" sheets, an electronic copy of the revised AutoCAD file, and .pdf files of the AutoCAD drawing and the scanned revised and drawings to the District.

- 7. Optional Task: Construction Administration and Observation.** If requested by the District, prepare a scope and fee for consideration with submission of the 90% design documents. Coordinate with the District to establish the required scope based on the proposed project elements. The District reserves the right to seek a third party to perform Construction Administration and Observation.

SUMMARY OF DELIVERABLES:

- 1. Draft and Final Preliminary Design Report
- 2. 60% Design Documents (i.e., plans, specifications, and estimates)
- 3. 90% Design Documents
- 4. 100% Design Documents

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5. Conformed Design Documents (if required)
6. Bid Addenda (up to 2)
7. Recommendation for Award
8. Record Drawings
9. Submittals, RFI/RFC, and other documents prepared during the construction phase

Contract Template

The District will be utilizing the EJCDC E-500 Contract Agreement template for this contract. Please outline any concerns with this contract in your proposal.

**REQUEST FOR QUALIFICATIONS/PROPOSALS
SMCSD 0.65 MG TANK REHABILITATION DESIGN**

**Board of Directors
Staff Report**

September 22, 2022

AGENDA ITEM: 4

SUBJECT: 8-16-2022 Draft Special Meeting Minutes- Closed Session Only

SUGGESTED ACTION: Receive and File

DISCUSSION:

FISCAL IMPACT:

None

PREPARED BY: Tamara Parent

XII. BOARD COMMENT: None

XIII. ADJOURNMENT TO NEXT REGULAR MEETING	6:01 PM
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**Board of Directors
Staff Report**

September 22, 2022

AGENDA ITEM: 5

SUBJECT: 8-16-2022 Draft Special BHI #2 Meeting Minutes

SUGGESTED ACTION: Receive and File

DISCUSSION:

FISCAL IMPACT:

None

PREPARED BY: Tamara Parent

XII. BOARD COMMENT:

Director Gregory thanked staff for their hard work and the rest of the Directors for realistic goals

Director Kalvans voiced his appreciation and asked if the final draft will be available for approval in October.

Discussion ensued

XIII. ADJOURNMENT -

7:51 PM

**Board of Directors
Staff Report**

September 22, 2022

AGENDA ITEM: 6

SUBJECT: 8-25-2022 Draft Regular Board Meeting Minutes

SUGGESTED ACTION: Receive and File

DISCUSSION:

FISCAL IMPACT:

None

PREPARED BY: Tamara Parent



BOARD OF DIRECTORS

Raynette Gregory, President Anthony Kalvans, Vice-President
Ward Roney, Director Hector Palafox, Director Crystal Lara, Director

**REGULAR MEETING MINUTES 6:00 P.M. Closed Session 7:00 P.M. Opened Session
SMCSD Boardroom 08-25-2022**

- 1. **Call to Order: 6:00pm:**
6:01 P.M.
- 2. **Roll Call:** *Anthony Kalvans, Hector Palafox, Raynette Gregory, Ward Roney*
ABSENT: Crystal Lara
- 3. **Approval of Regular Meeting Agenda:**
Kalvans arrived at 6:40 pm

Motion By: Ward Roney
Second By: Hector Palafox
Motion: To Approve Regular Meeting Agenda

Board Members	Ayes	Noes	Abstain	Absent
Ward Roney	X			
Hector Palafox	X			
Raynette Gregory	X			
Anthony Kalvans				X

- 4. **Adjourn to Closed Session/Closed Session Agenda:**
6:02 P.M.

1. PUBLIC EMPLOYMENT

Title: Fire Chief; Public Employee Appointment Section GC 54957:5

Discussion

- 2. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of
Section 54956.9:1

Discussion

- 3. **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***

Discussion

- 5. **Call to Order for Regular Board Meeting/Pledge of Allegiance:**

7:03 P.M.

- 6. **Report out of Closed Session:**

Doug White: Nothing to Report

Move item XI-12 to item XI-1; all items move down

Motion By: Ward Roney

Second By: Hector Palafox

Motion: To Approve to move Action Item XI-12 to XI-1

Board Members	Ayes	Noes	Abstain	Absent
Anthony Kalvans	X			
Ward Roney	X			
Hector Palafox	X			
Raynette Gregory	X			

- 7. **Public Comment and Communications for items not on the agenda:**

Greg Grewal- Creston Resident: spoke on a variety of GSA and CSD items.

Ashley Sangster- San Miguel resident: spoke about the minutes, Resolutions in Consent Calendar and the Board Vacancy

Shelly Anderson- San Miguel/Camp Roberts Resident: Spoke of the accomplishments of the District and how the communities should work together.

Written Comment: District General Counsel Doug White voiced that the District received one written comment or communication for item not on the agenda, from an unknown source. It has been provided to all the Board Members and will be maintained on file with the District with tonight's meeting information.

- 8. **Special Presentations/Public Hearings/Other:**

- 1. **PUBLIC HEARING: Consider Adoption of the Mitigated Negative Declaration**
Conduct Public Hearing to Consider Adoption of the Mitigated Negative Declaration Prepared by Dudek Environmental Consultants for the Machado Wastewater Treatment Facility Upgrade and Expansion by RESOLUTION 2022-45

Kelly Dodds Presented item, added clarifications.

Public Comment: None

Board Comment: None

Motion By: Anthony Kalvans

Second By: Ward Roney

Motion: To Approve Resolution 2022-45 as written

Board Members	Ayes	Noes	Abstain	Absent
Anthony Kalvans	X			
Ward Roney	X			
Hector Palafox	X			
Raynette Gregory	X			

2. PUBLIC HEARING: Energy Service Agreement with ForeFront Power.

Conduct Public Hearing on Renewable Energy Assessment for Machado WWTF and Forefront Power Solar Project; Review and Consider RESOLUTION 2022-46 Authorizing General Manager or his designee to execute an Energy Services Agreement with ForeFront Power

Presented by Kelly Dodds and representative for Spurr and ForeFront gave a Power Purchase Agreement presentation.

Board Comment:

Director Gregory asked about CSD monthly power bill reduction post project initiation and purchase cost after year 5? Representative for Spurr and ForeFront explained that a 3rd party appraiser would come in to give a cost appraisal amount to buy it out.

Public Comment:

Ashley Sangster: San Miguel Resident: asked when the RFP was run and award made; Agreed Contract costs set and spoke about savings through the life of the system. Shelly Anderson: San Miguel Resident Voiced that she felt that there will be long range savings when electric vehicles are required by the State of California.

Representative form Spurr and ForeFront: responded to public comment.

Board Comment: None.

Motion By: Anthony Kalvans

Second By: Ward Roney

Motion: To Approve Resolution 2022-46 as written

Board Members	Ayes	Noes	Abstain	Absent
Anthony Kalvans	X			
Ward Roney	X			
Hector Palafox	X			
Raynette Gregory	X			

9. Non District Reports:

1. San Luis Obispo County Organizations

Verbal/Report

Sheriff's Department gave verbal report for July call statistics

Board Comment:

Director Kalvans asked Sheriff about his professional opinion about the " Broken Window's Theory"

Public Comment: None

2. Camp Roberts—Army National Guard

Verbal

No Report

3. Community Service Organizations

Verbal

San Miguel Firefighters Association representative Shelly Anderson spoke that they are having a school supply collections for San Miguel Elementary School and Pleasant Valley School- Drop off will be in early September.

Board Comment:

Director Gregory asked about Pleasant Valley School, and voiced her appreciation for including them.

Public Comment: None

Staff & Committee Reports:

4. Interim General Manager

Receive and File

Interim General Manager Rob Roberson presented for both June and July information. Updated Board about COVID in San Luis Obispo, notification of District Counsel Cost increase of 3.2%, Utility rate increase 3% Water and 4.5% Sewer, 1 Million grant award for recycled water program was awarded to San Miguel, Strategic plan update, FD code violation update, and Audit dates scheduled for September. Mr. Roberson also spoke about the two Board of Director seats up for election, North County Sheriff Department is working with a 20% decline in staffing, and County Supervisor John Peschong report to the advisory council that the state has an internet affordable connectivity program with signups Sat. from 9am to noon.

Board Comment: None

Public Comment: None

5. District General Counsel

Receive and File

District Counsel Doug White update about Gov. Newsom charging the Districts with keeping meeting disruptions contained and that the Board will give a warning before a persons removal from the meeting. White Brenner would like to voice his congratulations on Mr. Roberson retirement.

Board Comment: None
Public Comment: None

6. District Utilities

Receive and File

Director of Utilities Kelly Dodds- Submitted report as written.

Mr. Dodds Explained that the State has put us as a disadvantage community, and this will help with funding, and moving forward with the grants. Discussion ensued.

Board Comment:

Director Kalvans talked about DAC in SLO County includes San Luis Obispo City. Director Gregory asked about Well levels within the District? Mr. Dodds explained that the levels are still within a foot of their usual level for this time of the year. Recharge is good. Discussion on dates for the next Community Clean-up. October 29th 2022

Public Comment: None

7. Fire Chief Report

Receive and File

Fire Chief Rob Roberson - submitted report as written.

Board Comment: None

President Gregory asked for any other Public Comment for all Staff & Committee Reports: None

10. Consent Calendar:

Board Comment: None

Public Comment: None

Motion By: Hector Palafox

Second By: Ward Roney

Motion: To Approve whole consent calendar

Board Members	Ayes	Noes	Abstain	Absent
Anthony Kalvans	X			
Ward Roney	X			
Hector Palafox	X			
Raynette Gregory	X			

1. Approve Draft Board Meeting Minutes Review

and Approve as part of Consent Calendar

Minutes from 4/28/22, 5/29/22, 6/23/22, 7/7/22 meetings included.

2. Approve RESOLUTION 2022-42 approving participation in the Desalination Executable Solution and Logistics (DESAL) plan.

Review and Approve as part of the Consent Calendar

3. Discuss and authorize the Director of Utilities to release a Request for Qualifications/ Proposal for Water and Wastewater Masterplan Update.

Thru consensus, authorize the Director of Utilities to release an Request for Qualifications/ Proposal for Water and Wastewater Masterplan Update as part of the Consent Calendar

4. Reapprove revised RESOLUTION 2022-31 to include language to clarify budget adjustments and transfers between the funds. (Resolution was originally passed May 26, 2022).

Reapprove Revised Resolution 2022-31 for clarification as part of the Consent Calendar

11. Board Action Items:

1. Financial Reports - June

Review, Discuss and Receive the Enumeration of Financial Reports for June 2022

Financial Officer Michelle Hido updated the Board of Directors on June and July Financial reports and reminded the Board that they are just receiving the information until after the Audit, because there will be Journal entries that will effect the reports. Mrs. Hido explained that once the Audit is complete she will bring back these Financials to officially file. Mrs. Hido went on to explain (pg132) has the FY 21-22 Record of Reimbursements that is required by Gov Code 53065.5 annually and that this last Fiscal Year's expenditures and revenues are explained in a visual representation graph for Board information (pg133-134). Explanation of the graphs and District Transparency Certifications ensued.

2. Financial Reports - July

Review, Discuss and Receive the Enumeration of Financial Reports for July 2022

Board Comment:

Director Kalvans thanked Mrs. Hido for the informative Financial Reports and joining the Government Financial Officers Association (GFOA) to get Financial Transparency recognition for the District.

Public Comment:

Greg Grewal- Creston Resident: asked about the cost of the Steinbeck litigation, since there had been five days of trial.

Financial Officer Michelle Hido responded to Mr. Grewal and informed him that the information that his was looking for was in the Financial Report (pg 84) of the Board Packet.

District Counsel White voiced for record that the District did not sue anyone. It was the District that got sued, and because of that the District is defending ourselves in this lawsuit.

Interim General Manager Rob Roberson responded that there has been a lot of allegations about corruption in this District and a lot of misinformation is being put out into the public without any follow-through or getting both sides. As the Public can see Staff takes a lot of pride in these financial reports, and in the past 20 years of the CSD there has never been this much transparency. Mr. Roberson continued and explained that all audits are clean and all accounts are within budget, with all having reserves. Mr. Roberson again invited the

Public in for both sides of the record before they continue to slander the District and Staff.

3. RESOLUTION 2022-38 Amending the District’s Conflict of Interest Code

Review and approve amendment to the current policy and adopt RESOLUTION 2022-38. As a follow up action, staff will submit proof of the Conflict-of-Interest Code review and the updated Designated Positions List to the San Luis Obispo Board of Supervisors. Item was Presented by Board Clerk Tamara Parent, explaining to the Board of Directors that this is a requirement per Gov Code 87300, and is reviewed bi-annually and District Staff and General Counsel conducted a review of its Conflict of Interest Code and determined that minor adjustments to the Designated Positions List are necessary to correspond with current titles. Board Clerk asked that the Board of Directors Review and approve amendments to the Conflict of Interest Code and Adopt Resolution 2022-38. As a follow up action, staff will submit the revised Conflict of Interest Code to the San Luis Obispo Board of Supervisors.

Board Comment: None

Public Comment: None

Motion By: Hector Palafox

Second By: Ward Roney

Motion: To Approve Resolution 2022-38

Board Members	Ayes	Noes	Abstain	Absent
Anthony Kalvans	X			
Ward Roney	X			
Hector Palafox	X			
Raynette Gregory	X			

4. Discussion on Status of Fire Department Code Enforcement Violation

Discussion

Item Presented by Assistant Fire Chief/Fire Prevention Officer Scott Young, giving a brief history and updating the Board on any new developments.

Board Comment:

Director Gregory asked about when demolition would start? Assistant Chief Young voiced that as soon as he receives the permit, and explained that it has been submitted, and no fines have been issued and is working closely with County employees. Director Gregory voiced that the funds that have been approved by the current Board of Directors will be used for? Assistant Chief Young explained that the fund in the amount \$46,500 will be used to return the structure to the original constructions state as of the construction documents for an essential services structure dated the year 2000. Addition information was given for clarification. Director Gregory also asked about relocation of the District Staff. Assistant Chief Young voiced that she was correct, but that as always, his concern is with the Fire Department, and explained that it's another item will be presented by Utilities Staff. He explained that the Fire Department has a Temporary Housing Unit, that has nothing to do with said structure.

Public Comment:

Greg Grewall: Creston resident: spoke of his opinion of District money lost on the building materials.

Owen Davis: San Miguel resident: spoke that he agreed with Mr. Grewall and gave his opinion that he feels that over 200k has been spent on this project and having the past Board and Staff should resign and repay the District for the costs.

Ashley Sangster: San Miguel resident: spoke on his opinion of District accountability for this issue, and that Assistant Chief Young's dates are incorrect.

Shelly Anderson: San Miguel resident: spoke on her opinion on moving on.

Board Comment:

Director Gregory voiced that the past Board members should be held accountable, and hopes that they never run for office again. Director Gregory also spoke about the long-term project that included a remodel of the Fire Department, and this just moves the timeline forward.

Interim General Manager/Fire Chief explained that he takes offense to the words corruption and the dollar amount of 200k is incorrect and this is an inherited problem and project.

Director Gregory reiterated Mr. Roberson's comments.

Director Kalvans voiced that the General Manager at the time has past away, we can't go back to the culture of the early 2000s Board, that let these things happen. The Board is working hard to move towards having a more positive and productive Board for the community.

Assistant Chief Scott Young commented on the validity of his reports and opinion on the building, and that Mr. Davis is out of line with his cost estimate and to Mr. Sangster your narrative is incorrect and information is jaded and that the personnel attacks is not warranted.

Director Kalvans thanked Mr. Young.

5. Discussion of Status of Fire Department Temporary Housing unit

Discuss the status and next steps for the Fire Department Temporary Housing unit. Presented by Assistant Fire Chief/Fire Prevention Officer Scott Young updating the Board of Directors that plans and construction documents were submitted to the County of San Luis Obispo on July 21, 2022. A fee waiver was approved for San Miguel School and that saved the District over 3k in fees and construction fees have been waived from the County for around 5k. Mr. Young explained that they did have to pay a minor use permit due to the Community Design Plan in the amount of \$1,700 that was not expected.

Board Comment:

Director Kalvans thanked Mr. Young for working on getting the fees waived.

Public Comment: None

Director Roney had to leave due to his work schedule 9:03 PM

- 6. Review and approve RESOLUTION 2022-43 authorizing the Director of Utilities to contract with Wallace Group to provide engineering, design and project management services for the Machado Wastewater Treatment Facility upgrade in an amount not to exceed \$798,128 and authorize a budget adjustment to the Wastewater Department with corresponding transfers from Capital Reserves. (Object 587 – Project 20001).** Approve RESOLUTION 2022-43 authorizing the Director of Utilities to contract with Wallace Group for engineering, design and project management services for the Machado

Wastewater Treatment Facility upgrade and corresponding budget adjustment and transfer.
Item presented by Director of Utilities Kelly Dodds

Board Comment:

Director Kalvans asked about the Wallace Group and who will be our point of contact? Mr. Dodds explained that Brian Childress would be the contact at the Wallace Group.

Public Comment:

Owen Davis: San Miguel resident: Spoke on his opinion on the proposals and asked why the Wallace group was chosen and not WSC? Director Of Utilities Kelly Dodds responded that four firms come to the pre-bidding meeting, of those only two proposals were submitted. regarding the comment that we gave WSC 1.2 Million is incorrect, and explained that it was proposed and that the Board of Directors requested a RFP be sent out for bids.

Board Comment: None

Motion By: Hector Palafox

Second By: Anthony Kalvans

Motion: To Approve Resolution 2022-43

Board Members	Ayes	Noes	Abstain	Absent
Anthony Kalvans	X			
Hector Palafox	X			
Raynette Gregory	X			
Ward Roney				X

7. Discuss and approve RESOLUTION 2022-39 changing the District Board of Directors meeting location from 1150 Mission Street San Miguel to 601 12th Street San Miguel.

Approve RESOLUTION 2022-39 changing the District Board meeting location to 601 12th street (San Miguel Senior Center).

Item was Presented by Director of Utilities Kelly Dodds explaining the reasons for suggested change in venue.

Director Kalvans asked for District Counsel to weigh in on if he needed to recuse himself due to being part of the Lion's Club. Counsel White said it was not a conflict.

Board Comment:

Director Gregory asked about A/C and Wi-Fi? Mr. Dodds explained that the District has hot spots, and Wi-Fi at the District Well Site next door.

Assistant Chief Young asked about Special Meetings. Counsel White explained that Special Meetings can be noticed and changed but Regular Meetings need to be at a fixed location.

Board Comment:

Director Kalvans voiced that the Community Center is very old and has really bad acoustics.

Public Comment: None

Motion By: Hector Palafox

Second By: Raynette Gregory

Motion: To Approve as Amended Resolution 2022-39

Board Members	Ayes	Noes	Abstain	Absent
Anthony Kalvans	X			
Hector Palafox	X			
Raynette Gregory	X			
Ward Roney				X

8. **Review and Approve Resolution No. 2022-40 Amending Chapter 11: Order of Business, of the San Miguel Community Services District Board Members' Handbook.** Approve Resolution No. 2022-40 Amending Chapter 11: Order of Business, of the San Miguel Community Services District Board Members' Handbook. Item was presented by Counsel Doug White, he explained that the order change is due to the lack of private place in the Senior Center. Meetings would still start at 7:00 and Closed Session would start after the Open Session. Public may come back in for "Report out of Closed Session" after the Closed Session has adjourned.

Board Comment: None

Public comment: None

Motion By: Hector Palafox

Second By: Anthony Kalvans

Motion: To Approve as Amended Resolution 2022-40

Board Members	Ayes	Noes	Abstain	Absent
Anthony Kalvans	X			
Hector Palafox	X			
Raynette Gregory	X			
Ward Roney				X

9. **Review and approve RESOLUTION 2022-41 authorizing the Director of Utilities to enter into contracts to install a temporary modular office at the Machado WWTF and to relocate the CSD Administrative and Utility Office Staff to the Machado WWTF with corresponding budget adjustments.**

Approve RESOLUTION 2022-41 authorizing the Director of Utilities to enter into contracts to install a temporary modular office at the Machado WWTF and to relocate the CSD Administrative and Utility Staff to the Machado WWTF with corresponding budget adjustments.

Item was presented by Director of Utilities Kelly Dodds.

Board Comment:

Director Gregory asked if the proposal includes removing existing trailer. Mr. Dodds explained that it would be removed and surplus. Director Gregory voiced that School

modular trailers are built well. Mr. Dodds explained that there are multiple unknowns and the cost of prevailing wage adds a lot of costs. Discussion ensued.

Interim General Manager Rob Roberson mentioned that there needs to be a correction to report: monthly cost is \$2,100, not \$50,400 a month, that is the total for two-years. Mr. Dodds thanked Mr. Roberson for the correction.

Director Gregory concerned about needing it longer than 2 years, should we purchase instead, Discussion ensued about timeline of construction at WWTF. Mr. Dodds explained that when he researched it a used one was about \$140k would assume even higher now. Assistant Chief Young voiced that numbers are transposed in the report, and correct the error.

Board Clerk Parent advised that the resolution is correct.

Public Comment:

Ashley Sangster: San Miguel Resident: Asked what the loss would be for old trailer and spoke on his opinion of how costs accusations come to 200k for the Code violation. Owen Davis: San Miguel Resident: Asked what the dimensions of existing trailer are? Mr. Davis estimated around 600 Sq ft. spoke of his opinions on what should be done for office space, and to remember that it is the communities money.

Shelly Anderson: San Miguel Resident: asked about zoning issues of stacking more than one modular.

Director of Utilities Kelly Dodds responded that the existing trailer is 400 Sq ft., and explanation of who uses the trailer, and that there is not enough space for two single-wide. ADA compliance and maneuverability is an issue of attaching another trailer. As a District we can occupy the same structure but it is difficult for productivity. Mr. Dodds explained that he is expecting to take a loss on surplus of the existing trailer.

Assistant Fire Chief Scott Young commented on the \$200k and clarified fire sprinklers cost.

Board Comment:

Director Gregory has been to the trailer and Treatment Facility, and Discussion ensued about ADA and the Public.

Director Kalvans voiced that the District plan to accomplish this had to be accelerated due to the code violation, and costs have increased.

Director Gregory voiced that she never likes renting discussion with Mr. Dodds, he doesn't like renting either, but this is the best solution, and is confident on the WWTF construction progress.

Motion By: Hector Palafox

Second By: Anthony Kalvans

Motion: To Approve Resolution 2022-41

Board Members	Ayes	Noes	Abstain	Absent
Anthony Kalvans	X			
Hector Palafox	X			
Raynette Gregory	X			
Ward Roney				X

10. Continued Discussion on the status of the Machado Wastewater Treatment Facility

expansion and the aerator upgrade project.

Discuss status of the Machado Wastewater Treatment Facility expansion and the aerator upgrade project.

Item was Presented by Director of Utilities Kelly Dodds with updates on the progress of the WWTF, and explained the process of funding and is working through the process with good news from the state.

Board Comment:

Director Gregory voiced that it is nice to hear positive items about the WWTF

Public Comment: None

11. Review and approve RESOLUTION 2022-44 authorizing the Director of Utilities to act as the authorized representative and accept a grant award from Mattress Recycling Council in an amount of \$10,000 and to purchase a forklift in an amount not to exceed \$25,000 to be funded from solid waste (New Project 22011).

Approve RESOLUTION 2022-44 authorizing the Director of Utilities to accept the MRC grant award in an amount of \$10,000 and to purchase a forklift in an amount not to exceed \$25,000.

Item was Presented by Director of Utilities Kelly Dodds, explaining that the District was awarded a grant of 10k for the purchase of a Forklift to assist with Mattress Recycling. Mr. Dodds explained that this is a matching grant.

Board Comment:

Director Palafox asked about the number of mattresses/month? Mr. Dodds explained that around 20+month, but that was 1 day a week. Starting next week we will accept them 3 days a week.

Director Kalvans explained that this recycling program is appreciated by the community, and asked if it was a worthy program. Mr. Dodds explained that he feels that it is. Director Gregory if used or new forklift are being considered, and explained that she has purchased from Cromer in Santa Maria. Mr. Dodds explained that they are looking for used but well maintained. Discussion ensued.

Public Comment:

Owen Davis: San Miguel Resident: asked if the District didn't already have a forklift? And if this is really needed.

Mr. Dodds responded that we have a fork attachment for the tractor, but we are looking for something that can be driven into the trailer.

Board Comment: None

Motion By: Anthony Kalvans

Second By: Hector Palafox

Motion: To Approve Resolution 2022-44

Board Members	Ayes	Noes	Abstain	Absent
Anthony Kalvans	X			
Hector Palafox	X			
Raynette Gregory	X			
Ward Roney				X

12.

General Manager Employment Agreement between the San Miguel Community Service District and Kelly Dodds by RESOLUTION 2022-47.

Appoint Kelly Dodds as the District General Manager and approve the General Manager Employment Agreement between the San Miguel Community Service District and Kelly Dodds.

This Item XI-12 was moved to VIII- 1 per Motion By Director Roney Seconded by Director Palafox (after Public Comment not on the Agenda)

SMCSD YouTube Video Part 2 at minute 12:11

District Counsel Doug White Presented item and explained highlights of the agreement and Mr. Dodds experience with the District and qualifications for the position.

Board Comment:

Director Gregory explained that this item has been discussed during the negotiations and asked if any of the Directors had any other questions.

Director Kalvans asked District Counsel Doug White to clarification proposed salary as compared to similarly populated agencies. Counsel White read list, and explained that the District will still be using Mr. Dodd's licenses for treatment plant operations and will be doing both jobs.

Director Gregory voiced that she wanted the public to understand that the Board wanted to promote within, and have a local person knows the community and it's issues, and feels that this a very good choice.

Counsel White voiced that they did look at using a recruitment process and that the cost would be in the \$30,000 range, and in addition it would take four to six months.

Public Comment:

Ashley Sangster: San Miguel Resident. Spoke on his opinion on the recruitment process.
Greg Grewal: Creston Resident. Spoke on his opinion of the process of filling of the GM position.

Owen Davis: San Miguel Resident. Spoke on his opinion of the closed session on July 7th Special Meeting.

Counsel White responded to Mr. Sangster's comment and explained that they used comparison cities and these are the pool of candidates that the CSD is competing with. Mr. Roberson's retiring before the next election, so needs to be concluded by then. Mr. White wanted to make it clear that Mr. Dodds did not write his own contract as expressed by Owen Davis that Mrs. Henshaw from White Brenner's firm negotiated the contract with the Board and Mr. Dodds.

Board Comment:

Director Kalvans Spoke about State law requires Districts have a General Manager at all times, and asked Doug White for him to voice his experience in contract law, Counsel White explained that he has been a lawyer for over twenty years, working with contracts and small districts.

Motion By: Ward Roney

Second By: Hector Palafox

Motion: To Approve Resolution 2022-47 as written

Board Members	Ayes	Noes	Abstain	Absent
Anthony Kalvans	X			
Ward Roney	X			
Hector Palafox	X			
Raynette Gregory	X			

12. Board Comment:

Director Kalvans spoke about the Climate bill- potential grant opportunities for landscaping. Spoke of bringing back Board Handbook and would like to see Term Limits for Board Members. Director Kalvans asked about District Based elections. District Counsel White advised that the District may not be large enough to afford it, a 20,000 population better justifies it.

Director Gregory reminded Public that the next meeting will be at the Senior Center. *601 12th Street.*

Board Clerk voiced that the staff is moving to Granicus Peak Agenda.

13. Adjournment to Next Regular Meeting :

10:13 adjournment

**Board of Directors
Staff Report**

September 22, 2022

AGENDA ITEM: 7

SUBJECT: Approve revised job descriptions for General Manager, Director of Utilities, Fire Chief, Fire Prevention Officer, and Board Clerk/ Account Manager

SUGGESTED ACTION: Approved RESOLUTION 2022-53 adopting revised job descriptions for General Manager, Director of Utilities, Fire Chief, Fire Prevention Officer, and Board Clerk/Account Manager.

DISCUSSION:

General Counsel has recommended the District’s job descriptions be updated to provide clarification of legal requirements related to employment practices.

In the course of regular business, incomplete or incorrect references were found to exist in the current job descriptions and the District’s General Counsel has further advised that these references should be updated to align with District policies, procedures, and objectives.

FISCAL IMPACT:

None

PREPARED BY: Christina Pritchard

RESOLUTION NO. 2022-53

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN MIGUEL COMMUNITY SERVICES DISTRICT APPROVING REVISED JOB
DESCRIPTIONS FOR THE POSITIONS OF FIRE CHIEF, FIRE PREVENTION
OFFICER, GENERAL MANAGER, DIRECTOR OF UTILITIES, AND BOARD
CLERK/ACCOUNT CLERK MANAGER**

WHEREAS, the San Miguel Community Services District’s (“District”) General Counsel has recommended the District’s job descriptions be updated to provide clarification of legal requirements related to employment practices; and

WHEREAS, in the course of regular business, incomplete or incorrect references were found to exist in the current job descriptions and the District’s General Counsel has further advised that these references should be updated to align with District policies, procedures, and objectives; and

WHEREAS, the District desires to have up-to-date, legally sound, and accurate job descriptions; and

NOW THEREFORE, BE IT RESOLVED, the Board does, hereby, approve the revised job descriptions, attached hereto as **Exhibit A**.

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 22nd^h day of September 2022.

Raynette Gregory, President
Board of Directors

ATTEST:

APPROVED AS TO FORM:

Kelly Dodds, General Manager

Douglas L. White, District General Counsel



TITLE: GENERAL MANAGER
REPORTS TO: Board of Directors
PAY GRADE: Employment Agreement
FLSA: Exempt
CONFIDENTIAL: Yes

SUPERVISORY RESPONSIBILITIES

DIRECT: Board Clerk, Director of Utilities, Financial Officer, District Office Staff
INDIRECT: None

MINIMUM QUALIFICATION REQUIREMENTS

Unless required by law, experience and education may be substituted for each other upon approval by the Board of Directors. The following qualifications are generally required at the time of hire ; however, the Board in its discretion may accept any combination of experience and education which the Board determines encompasses the necessary skills, knowledge, and abilities to perform the duties of the position to the standards of the District.

EDUCATION: Undergraduate degree from an accredited four (4) year college or university with a major in Business Administration, Public Administration, Engineering, or a closely related field.

EXPERIENCE: Minimum of five (5) years of broad and extensive work experience in a management or administrative position in a private or public utility agency. Background should include responsibility for formulation and implementation of programs, budgets, and administrative operations.

CONTACT RESPONSIBILITY

INTERNAL: Interaction with: Board of Directors to receive policy direction and project directives, receive specific work assignments and review results; Board Clerk, Fire Chief and Director of Utilities to discuss outstanding issues and coordinate assignments; and all other District personnel as required.

EXTERNAL: Interaction with the general public to answer questions pertaining to the San Miguel Community Services District ("District"); intergovernmental and regulatory agencies to foster cooperative working relationships; and community groups, businesses, media, and emergency service personnel as required.

PHYSICAL REQUIREMENTS/ ENVIRONMENTAL CONDITIONS

While performing the indoor duties of this job, the employee is regularly required to sit, stand, communicate with others, , and hear. The employee is occasionally required to , walk, bend, stoop, kneel, twist or crouch. When working indoors, work is performed in an office environment with lighting and ventilation. The indoor working environment is subject to conversational noise from other personnel, as well as standard background noise found in an office environment and exposure to a computer screen.

Employee may occasionally be required to work outdoors in attending to emergencies or overseeing District projects. The outdoor working environment may require the ability to traverse long distances, at times on uneven terrain; ascend hills and ladders, Employee may be exposed to unpleasant elements such as dust, mud, fumes, odors, dampness, raw or treated sewage, noise levels, fumes, or airborne particles, toxic or caustic chemicals, risk of electrical shock, and vibration. or outside weather conditions

Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception, and the ability to adjust focus. Employee may occasionally be required to lift up to 50 pounds. Employee may also be occasionally required to wear personal protective equipment ("PPE").

DETAILED DUTIES AND RESPONSIBILITIES - ESSENTIAL FUNCTIONS

The General Manager is the executive officer of the District and for the Board of Directors ("Board").

This at-will, exempt position plans, organizes, directs, and coordinates all District functions and activities, subject to approval by the District's Board, in order to provide customers with safe and reliable water, wastewater, and fire services. This position provides day-to-day leadership for the District and develops policies and objectives for the District in accordance with the Board's directives. This position must perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, or ability required.

Must be able to effectively lead, supervise, motivate, train, and evaluate personnel. Must be able to exercise sound and independent judgment to prioritize and manage projects. Must be familiar with public administration and budget development as they pertain to the District's water, wastewater, and fire services. Must be able to maintain confidentiality; to maintain a professional demeanor when interacting with the public, which at times may be in a contentious setting; to respond professionally to the public and emergencies; and prepare policy reports and letters. Must have knowledge of pertinent federal, state, and local laws, codes, and regulations. Must be able to communicate clearly and concisely, both orally and in writing.

Basic knowledge of personal computer use is preferred, as this position will be required to monitor timeclock use, set up video conferences for meetings, and assist in running payroll, among other duties.

The following tasks are typical for this classification. Incumbents may not regularly perform all the listed duties but may be required to perform additional or different duties from those set forth below to address business or staffing needs and changing business practices, as defined by the Board.

Administrative

- Daily Administration
 - Provides day-to-day leadership for the District;
 - Plans, organizes, coordinates, and administers, either directly or through subordinate department heads, the work of the District in accordance with the adopted goals and objectives of the Board and applicable laws and regulations;
 - Directs and coordinates the development and implementation of goals, objectives, policies, procedures, and programs for the District, as defined by the Board;
 - Implements administrative policies, procedures, and work standards to assure that goals and objectives are met and that programs provide mandated services in an effective and efficient manner;
 - Coordinates the activities of the water, wastewater, Streetlighting/ Landscaping, solid waste and fire (in consult with the Fire Chief), and administrative departments to effect operational efficiency and economy;
 - Maintains cordial relationships with all persons entitled to the services of the District and attempts to reasonably resolve all public complaints;
 - Directs the maintenance of District records and documents;
 - Supervises the District's facilities, services, and finances;
 - Maintains custody and manages the condition of all District property; and
 - Uses independent judgment and follows proper protocol to address emergencies and provide direction to department heads.

- Long-Term Operations
 - Plans, develops, and implements immediate and long-term District policies and goals, as defined by the Board;
 - Confers with administrative personnel and reviews activity, operating, and expense reports to determine if any changes in programs or operations are required;
 - Directs preparation of directives to department heads (with the exception of the Fire Department), outlining policy, programs, or operational changes to be implemented;
 - Consults with Fire Chief on coordinating the impact to the District of Fire Department policies, programs, or operational changes and
 - Supports the District mission statement.
- Executive Officer for the District
 - Facilitates constructive and harmonious Board relations;
 - Attends all meetings of the District's Board and such other meetings as the Board may specify from time to time;
 - Represents the Board and District in contacts with governmental agencies, community groups and various businesses, professional and legislative organizations, District customers, and the media;
 - Consults with legal counsel concerning matters of litigation, contracts, and District operations;
 - Monitors legislation on the state, federal, and local level;
 - Directs and coordinates changes required by new legislation;
 - Coordinates press releases as necessary; and
 - Acts as staff for the Board and advises the Board on District issues and programs.
- Budgeting
 - Directs and coordinates the preparation and administration of the District annual budget;
 - Evaluates and reviews current programs and formulates long-range financial goals of the District;
 - Reviews all District expenditures;
 - Provides financial management for the District;
 - With the exception of the Fire Department, manages all departmental budget, budget requests, and controls expenditures to ensure adherence to the District budget;
 - Works with the Fire Chief to ensure adherence of Fire Department budget to overall District budget;
 - Ensures accurate records are being developed and maintained in all District departments;
 - Prepares procedures for tracking and evaluating the budget through the year; and
 - Calculates anticipated revenue or expenditures.

Personnel Supervisor

- Appoints and employs District personnel in the competitive service as the Board or he or she deems necessary for the proper administration and operation of the District, in accordance with District regulations and other applicable laws;
- Recommends changes in organizational structure and position classification;
- Maintains the authority to hire, discipline, and discharge employees;
- Approves or disapproves merit salary increases pursuant to District policies;
- Plans and directs the selection, training, assignment, supervision, and evaluation of employees;
- Delegates authority to carry out certain duties at his or her discretion;
- Provides supervision to District employees;
- Directs all personnel in accordance with District regulations and other applicable laws;
- Functions as the District's bargaining representative in negotiations with personnel bargaining units;
- Coordinates investigations and resolutions of personnel grievances within his or her delegated authority;
- Approves overtime, vacation, and other time off for department heads;
- Trains personnel as needed;
- Analyzes problems that arise in the areas of supervision and implements solutions;

- Follows the employee relations system established by the Board when appointing, supervising, disciplining, and dismissing District employees;
- Evaluates and recommends to the Board, the hiring, promotion, or salary increase of District personnel pursuant to District policies; and
- Performs performance evaluations for department heads and other District personnel as needed.

The employee must be able to perform the essential functions of the position satisfactorily and, if requested, reasonable accommodations will be made to enable the employee with disabilities to perform the essential functions of the job, absent undue hardship to the District. Any request for accommodation should be directed to the Board.

DETAILED DUTIES AND RESPONSIBILITIES - NON-ESSENTIAL FUNCTIONS

Related Duties

- Performs all other related duties as assigned by the Board of Directors.



TITLE: DIRECTOR OF UTILITIES
REPORTS TO: General Manager
PAY GRADE: Employment Agreement
FLSA: Exempt
CONFIDENTIAL: Yes

SUPERVISORY RESPONSIBILITIES

DIRECT: All Utility Operators, Utility Worker(s), Seasonal Worker(s)
INDIRECT: None

MINIMUM QUALIFICATION REQUIREMENTS

Unless required by law, experience and education may be substituted for each other upon approval by the General Manager who in their discretion may accept any combination of experience and education which the General Manager determines encompasses the necessary skills, knowledge and abilities to perform the duties of the position to the standards of the District

The following certifications are required at the time of hire date or an equivalent combination of education and experience sufficient to successfully perform the duties of the position:

- California State Water Resources Control Board Wastewater Grade 2 certification; ;and
- California State Water Resources Control Board Grade 2 in Water Distribution; and
- California State Water Resources Control Board Grade 2 in Water Treatment.

The following licenses and certifications are required:

- Valid California Commercial Driver's License Class A
- Standard First Aid certification (training and periodic updates provided by the District)
- Standard CPR certification (training and periodic updates provided by the District)
- California Water Environment Association Collection Systems Maintenance 1 Certificate
- American Backflow Preventors Association Certification as a Backflow Tester

Certification or other proof of formal training in water or wastewater fields, including automatic valves, pumps, and safety, is desirable.

EDUCATION: Minimum of a high school education. A Bachelor of Science degree or an Associate of Arts degree in Water Utility Science or related field is preferred.

EXPERIENCE: Minimum of four years of increasingly responsible experience in the construction, operation, and maintenance of water/wastewater facilities; proven ability to supervise, train, evaluate, and coordinate staff; proven ability to organize and manage competing tasks and priorities; ability to effectively utilize a personal computer.

This position requires the ability to work a varying work schedule and to be "on-call," for scheduled weekdays, weekends, furlough and holidays as needed.

CONTACT RESPONSIBILITY

INTERNAL: Interaction with: General Manager and San Miguel Community Services District ("District") personnel to give and receive specific work assignments and review results, to discuss and resolve technical issues, to coordinate assignments; and all other contact and communications as required.

EXTERNAL: Interaction with: general public to answer questions during the course of carrying out the work assignment, outside agency personnel, and vendors to obtain parts and supplies; and emergency service personnel as required.

PHYSICAL REQUIREMENTS

While performing the duties of this job, the employee is regularly required to sit, and communicate , . The employee is frequently required to walk or traverse distances of varying lengths. The employee is occasionally required to: stand, manipulate, handle, reach and control objects, tools, and controls; access and move machinery and tools, climb and balance, and taste and smell. The employee may be exposed to extreme dampness, heights, and vibrations.

The employee will engage in active physical work without prolonged heavy exertion; but with continuous exposure to unpleasant elements such as dust, mud, fumes, odors, dampness, raw or treated sewage, noise levels, or outside weather conditions. The employee will be on his or her feet for most of the time, which involves bending, stopping, squatting, twisting, reaching, working on irregular surfaces, traversing long distances, and ascend and descend hills and ladders. The employee will frequently lift objects up to fifty (50) pounds and occasionally lift objects weighing over one hundred (100) pounds. The employee must have good hearing, sight, and communication capabilities.

ENVIRONMENTAL CONDITIONS

When working outdoors, work is performed in all types of weather. The employee will be subject to: noisy conditions, odors, contact with animals and insects, hazardous traffic conditions, confined spaces, variable weather conditions, possible exposure to heavy equipment, dust, and fumes. The employee will wear protective clothing as required. Appropriate personal safety equipment is provided.

When working indoors, work is performed in an office environment with lighting and ventilation. The indoor working environment is subject to conversational noise from other personnel within the facility, as well as standard background noise found in an office environment and exposure to a computer screen.

DETAILED DUTIES AND RESPONSIBILITIES - ESSENTIAL FUNCTIONS

This exempt position assigns, reviews, and evaluates the work of all utility personnel in the operation, installation, maintenance, and repair of the Machado Wastewater Treatment Facility, water distribution and treatment systems, wastewater collection system, water reclamation and distribution systems, street lighting, solid waste management; and all other related District facilities and equipment. This position must perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, or ability required.

Must be detail oriented. Must be able to effectively lead, supervise, motivate, train, and evaluate personnel. Must be able to exercise sound and independent judgment to prioritize and manage projects. Must be familiar with public administration and budget development as they pertain to water and wastewater system maintenance. Must be able to implement and use proper techniques and equipment used in the operations, maintenance, and repair of water and wastewater systems and facilities. Must be knowledgeable about the methods, tools, and materials used in the water and wastewater fields, including knowledge of the processes involved with the distribution and treatment of potable water and the collection and treatment of wastewater. Must ensure safety protocols are followed. Must have knowledge of computer programs and SCADA for treatment, operation, and maintenance. Must be able to use personal computers, keep accurate reports, maintain confidentiality, respond professionally to emergencies, and prepare basic reports and business letters. Must have knowledge of pertinent federal, state, and local laws, codes, and regulations. Must be able to communicate clearly and concisely, both orally and in writing.

The following tasks are typical for this classification. Incumbents may not regularly perform all the listed duties but may be required to perform additional or different duties from those set forth below to address business or staffing needs and changing business practices, as defined by the General Manager.

Field Work

- Uses independent judgment to address routine and emergency operation, maintenance of District's water, wastewater, street lighting, and solid waste management facilities; and
- Utilizes the skills of carpentry, painting, plumbing, plastering, welding, cement finishing, masonry and similar skills, and performs the following:
 - Laying and joining pipe;
 - Breaking out pavement for installations;
 - Maintenance/repair of mains and services;
 - Repairing land areas for planting;
 - Installing and maintaining customer meters;
 - Performing routine maintenance on District equipment and facilities;
 - Operating a variety of equipment, in the course of the above, including backhoe, earthmover, trucks, compressors, pneumatic hammers, drills and related machinery, welders, hand tools and similar equipment; and
 - Administering, testing, and maintaining District's backflow system.
- Supervises day-to-day utility operations and emergency operations of District's water, wastewater, street lighting and solid waste facilities, including, but not limited to:
 - Overseeing operations, maintenance, and repair of the District's water, wastewater, reclaimed water, and street lighting systems;
 - Going to the work sites to oversee day-to-day operations;
 - Ensuring supplies are properly inventoried and procured;
 - Coordinating with vendors and contractors;
 - Determining work priorities and monitoring workflow;
 - Meeting with staff to identify and address problems;
 - Ensures the District complies with state and federal requirements relative to drinking water, wastewater, and reclaimed water including treatment, testing, monitoring, and reporting;
 - Reading, interpreting, and coordinating execution of plans and specifications;
 - Performing inspection of private construction of water and wastewater facilities;
 - Coordinate and ensuring equipment and facilities are maintained in proper working order; and
 - Administers/coordinates contracts with outside firms/ agencies/ contractors for goods and services.

Personnel Supervisor

- Assigns, reviews, plans, coordinates, and guides the work of other employees;
- Ensures that work schedules and operational logs are properly maintained;
- Evaluates and implements, the hiring, transfer, promotion, salary increase, discipline, or discharge of staff;
- Evaluates the work of employees and prepares performance appraisals;
- Promotes staff development and motivation;
- Approves overtime, vacation, and other time off;
- Analyzes problems that arise in the areas of supervision, recommends and implements solutions; and
- Addresses and resolves complaints.

Training

- Coordinates and provides training on procedures, safety, use and operation of equipment, machinery and vehicles; and
- Ensures that District safety rules and regulations are being followed.

Administrative

- Long-Term Utility Operations:
 - Directs and participates in the development of goals, objectives, rules, policies, and operating procedures for the utilities departments;
 - Coordinates the activities of the utilities departments with other District departments;
 - Coordinates work with other county, state, and federal agencies;
 - Maintains water rights permits and oversees preparation of periodic reports to federal, state, county, and local agencies;
 - Approves the requisition of materials, supplies, and equipment;
 - Supports the District Strategic Plan and Mission Statement;
 - Identifies opportunities for improving service delivery methods and procedures, and implements improvements; and
 - Develops long-range strategic and financial goals for the utilities department.
- Advice and Consultation:
 - Attends meetings of the District Board of Directors (“Board”);
 - Prepares detailed staff reports and makes presentations to the Board;
 - Provides technical information, advice, and consultation to the Board and the General Manager on water, wastewater, or lighting activities or problems;
 - Responds to citizen inquiries and complaints concerning operations and activities;
 - Keeps the General Manager informed of pertinent matters; and
 - Participates on District or community committees, as assigned.
- Reporting and Budgeting:
 - Prepares departmental budgets, budget requests, and controls expenditures;
 - Prepares cost estimates and specifications for outside contract work;
 - Calculates anticipated revenue and expenditures;
 - Develops and maintains accurate water, wastewater, and lighting maintenance information and records;
 - Directs the preparation of and prepares a variety of reports related to operations, functions, and activities; and
 - Tracks and evaluates the budget through the year.

The employee must be able to perform the essential functions of the position satisfactorily and, if requested, reasonable accommodations will be made to enable the employee with disabilities to perform the essential functions of the job, absent undue hardship to the District. Any request for accommodation should be directed to the General Manager.

DETAILED DUTIES AND RESPONSIBILITIES - NON-ESSENTIAL FUNCTIONS

Related Duties

- Performs all related duties as assigned by the General Manager.



JOB DESCRIPTION

Class Title: *Fire Chief*
Reports to: Board of Directors
Department: Fire
FLSA: Exempt
CONFIDENTIAL: Yes

SUPERVISORY RESPONSIBILITIES

DIRECT: All Fire Personnel
INDIRECT: None

GENERAL PURPOSE

Performs a variety of technical, administrative, and supervisory work in planning, organizing, directing, and implementing fire prevention, suppression, and emergency medical services to prevent or minimize the loss of life and property by fire and emergency medical conditions.

SUPERVISION RECEIVED

The Fire Chief reports to the Board of Directors. The Fire Chief shall be held responsible for the general condition and efficient operation of the San Miguel Fire Department.

SUPERVISION EXERCISED

Directly Supervises the Assistant Fire Chief, Fire Captains, and other Fire Department staff through these subordinate officers.

ESSENTIAL RESPONSIBILITIES

Plans, coordinates, supervises, and evaluates Fire operations.

Establishes policies and procedures for the Fire Department in order to implement directives from the Board of Directors.

Plans and implements Fire programs for the District in order to better carry out the policies and goals including those set forth in the Standard Operating Procedures document.

Consults with General Manager on coordinating impact to the District of Fire Department policies, procedures, plans and programs.

Reviews Departmental performance and effectiveness; formulates programs or policies to alleviate deficiencies.

Supervises and coordinates the preparation and presentation of an annual budget for the Fire Department (in consult with the General Manager) and directs implementation of the Department's budgets.

Plans for and reviews specifications for new or replaced equipment.

Responds to alarms and may direct activities at the scene of major emergencies.

Supervises inspection of buildings and other properties for fire hazards and enforces fire prevention ordinances, local and state fire codes, while also following UBC, UFC, and The Life and Safety code.

Directs the operation of departmental in-service training activities.

Controls the expenditure of departmental appropriations.

Handles grievances as directed by the General Manager, maintains Departmental discipline and the conduct and general behavior of assigned personnel.

Attends monthly Board of Director meetings and other community meetings, as directed by the Board of Directors.

Prepares and submits monthly reports to the Board of Directors regarding Department activities.

Prepares other reports as appropriate, including annual report of activities.

Plans departmental operations for equipment, apparatus, and personnel; supervises the implementation of such plans; and assigns personnel and equipment to such duties and uses as the service requires.

Evaluates the need for and recommends the purchase of new equipment and supplies.

Trains and supervises subordinate personnel.

Communicates effectively orally and in writing.

Exercises sound judgment in evaluating situations and in making decisions.

Effectively gives and receives instructions.

Establishes and maintains effective working relationships with other employees, supervisors, and the public.

Maintains a professional demeanor with co-workers and the public, which at times may be in a contentious setting.

Competently operates required tools and equipment

Meets with elected or appointed officials, other Fire officials, community and business representatives, and the public on all aspects of the Departments' activities.

Attends conferences and meetings to keep abreast of current trends in the field; represents the San Miguel Fire Department in a variety of local, county, state and other meetings.

Perform the duties of command personnel as needed and fulfills obligations during duty days or duty weeks.

Performs any and all other duties as may be assigned by the Board of Directors.

DESIRED MINIMUM QUALIFICATIONS

Education and Experience:

Unless otherwise required by law, experience and education may be substituted for each other upon approval of the Board of Directors. The following qualifications are generally required; however, the Board in its discretion may accept any combination of experience and education which the Board determines encompasses the necessary skills knowledge and abilities to perform the duties of the position to the standards of the district.

(A) Graduation from high school or GED equivalent; and

(B) Ten (10) years prior work experience of a progressively responsible nature in firefighting and prevention and emergency medical services, including supervisory duties which must have been equivalent to Fire Captain or higher.

Necessary Knowledge, Skills and Abilities:

(A) Thorough knowledge of modern fire suppression and prevention and emergency medical services principles, procedures, techniques, and equipment; working knowledge of first aid and resuscitation techniques and their application as demonstrated through State E.M.R. or E.M.T Certification; considerable knowledge of applicable laws, ordinances, departmental standard operating procedures and regulations; thorough knowledge of operation procedures for necessary tools and equipment; and

(B) Ability to meet the special requirements listed below.

SPECIAL REQUIREMENTS

(A) Must possess, or be able to obtain by time of hire, a valid State Driver's License with Commercial Driver's License endorsement and participate in the Employer Pull Notice Program EPN without record of suspension or revocation in any state;

(B) No criminal convictions or disqualifying criminal histories within the past ten (10) years;

(C) Ability to read, write, and communicate effectively with others; and

(D) Ability to meet Departmental physical standards

TOOLS AND EQUIPMENT USED

Emergency medical aid unit, fire apparatus, fire pumps, hoses, and other standard firefighting equipment, ladders, first aid equipment, radio, pager, personal computer, and phone.

PHYSICAL REQUIREMENTS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is frequently required to remain in a stationary position; communicate effectively with others; move inside the office or change locations, traverse distances, use, access, position, or operate objects, tools, or controls; and the employee is occasionally required to ascend or descend heights, move through small spaces, work atop uneven or unstable surfaces; and discern tastes and odors.

The employee must frequently lift and/or move up to 10 pounds and occasionally lift and/or move up to 150 pounds. Specific vision abilities required by this job include ability to detect, perceive, and identify objects and details at close range and distances, ability to detect and identify colors, peripheral images and objects, judge distances, and the ability to adjust focus.

ENVIRONMENTAL CONDITIONS

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

Work is performed primarily in office, vehicles, and outdoor settings, in all weather conditions, including temperature extremes, during day and night shifts. Work is often performed in emergency and stressful situations. Individual is exposed to hearing alarms and hazards associated with fighting fires and rendering emergency medical assistance, including smoke, noxious odors, fumes, chemicals, liquid chemicals, solvents, and oils.

The employee occasionally works near moving mechanical parts and in high, precarious places and is occasionally exposed to wet and/or humid conditions, fumes, or airborne particles, toxic or caustic chemicals, risk of electrical shock, and vibration.

The noise level in the work environment is usually quiet in office settings, and loud at an emergency scene.

DETAILED DUTIES AND RESPONSIBILITIES - ESSENTIAL FUNCTIONS

The following tasks are typical for this classification. Incumbents may not regularly perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business or staffing needs and changing business practices as defined by the Board of Directors.

% TIME TASKS

70%

Develops, coordinates, and maintains fire protection management database and related activities, such as:

Communicates District policies and procedures and safety rules and regulations to customers, and is active participant in the District's safety programs as necessary.

Uses computer, computer software, data and applications, copy machine, and other office equipment; proofread documents for details and accuracy; and composes reports or correspondence as required

Coordinates with and works with other District staff to resolve issues; may work with outside contractors to solve specific technical issues, maintains the database for fire vehicle and equipment records, and operational preventative maintenance logs, reports and records as directed.

Develops consistent, effective strategies of tracking preventative maintenance schedules. Reviews, evaluates, develops, and implements programs, policies, and procedures for training and fire prevention.

Supervises subordinate volunteer officers in their assigned duties.

Assist in the planning and implementation of Fire programs for the District in order to better carry out the policies and goals of the District.

Responds to multiple alarm fire as needed. Performs the duties of command personnel as needed and fulfills obligations during duty days or duty weeks.

25%

Prepare and submit periodic reports to the General Manager and/or Board of Directors regarding the Department activities.

Handles grievances from officers and firefighters.

Maintains departmental discipline and the conduct and general behavior of Fire Department personnel.

Directs and supervises departmental in-service training activities.

Provides general administrative support.

Implements policy changes in order to streamline department operations.

Answers inquiries involving department procedures, activities, and functions.

Generates original, clear, and concise department business correspondence, forms, and notices, which may require posting and/or publication.

Edits and proofreads department memos, reports, agendas, policies, and Board related correspondence.

Performs all related duties as assigned by the Board of Directors.

Meets with elected or appointed officials, other Fire officials, community and business representatives and the public on all aspects of the Department's activities.

Attends conferences and meetings to keep abreast of current trends in the field; represents the Fire Departments in a variety of local, county, state, and other meetings.

PERIPHERAL FUNCTIONS

5%

Performs copying, faxing, filing, and other administrative tasks.

Proofreads the Operations section of the District web site and recommends corrections.

Assigns personnel and equipment as required to such duties and uses based on service needs.

Provides administrative and project support to General Manager and/or staff; including the preparation of agreements, request for purchase orders, contracts, and other documentation.

Maintains department files and records in accordance with approved records retention schedules.

NOTE:

The examples of duties are intended only as illustrations of the various types of work performed. The omission of specific statements of duties does not exclude them from the position if the work is similar related or a logical assignment to the position.

The employee must be able to perform the essential functions of the position satisfactorily. If requested reasonable accommodations will be made to enable the employee with disabilities to perform the essential functions of the job, absent undue hardship to the District. Any request for accommodation should be directed to the Board of Directors.



JOB DESCRIPTION

Class Title: *Fire Prevention Officer*
Reports to: Fire Chief
Department: Fire
FLSA: Exempt
CONFIDENTIAL: Yes

SUPERVISORY RESPONSIBILITIES

DIRECT: None
INDIRECT: All Fire Officers and Firefighters

GENERAL PURPOSE

Under the supervision of the Fire Chief, the Fire Prevention Officer inspects for fire and life safety hazards and enforces all applicable codes, regulations, and ordinances for the prevention of fire and the protection of life and property against fire or other disaster. In addition, the Fire Prevention Officer will establish an efficient and sustainable Fire Prevention program to be administered by the San Miguel Fire Department.

SUPERVISION RECEIVED

Works under the general guidance and direction of the Fire Chief.

SUPERVISION EXERCISED

Supervises all officers and firefighters, either directly or through other subordinate officers, and as directed or assigned by Fire Chief.

ESSENTIAL RESPONSIBILITIES

- Assume responsibility for a wide variety of fire prevention activities at the Department.
- Oversees weed abatement program as needed.
- Oversees the hydrant inspection program.
- Reports violation of laws, ordinances, and safety standards to the appropriate agencies.
- Maintains required records and prepares reports.
- Participates in planning activities both locally and statewide related to Fire Prevention and Education.
 - Participates in the local school programs currently in place and or create new Fire Prevention programs as necessary.
 - Attends classes, seminars, and training required to remain current and proficient with the latest fire prevention practices.
- Receives, reviews, corrects, and accepts construction drawings for new construction and remodeling projects within the District's authority.

- Attends preplanning & planning meetings with County of San Luis Obispo Staff, elected officials, developers, and individuals for all items related to construction having Fire and Life Safety components within the District's jurisdiction.
- Reviews all planning documentation for any projects subject to the District's Fee Schedule.
- Represents the District for all construction items related to Fire and Life Safety throughout the planning process.
- Represents the District in all matters related to Fire & Life Safety Code Enforcement items.
 - Responds to and follows up on call-in complaints.
 - Performs annual building inspections on all businesses, assembly occupancies, multifamily complexes, daycare facilities, and any other facility requiring annual inspections.
 - Completes inspection forms and follows up on any items failing to pass inspection.
- Represents the District in all matters related to Fire & Life Safety Inspections.
 - Perform inspections for any construction project subject to the District's current Plan Check, Inspection Process, and Fee Schedule.
 - Inspections typically involve 1- rough inspection and 1- final inspection per County permit. Additional inspections may be required at an additional cost to the permittee.
 - Issues correction notices and citations.
 - Issues permits for public assemblies and all occupancies listed in the Fire and Building Code.
- Participates in continuing education and County Planning activities.
 - Participates in continuing education as required to remain proficient in Fire and Life Safety.
 - Participates in County Hazard Mitigation Planning.

DESIRED MINIMUM QUALIFICATIONS

Education and Experience:

Unless otherwise required by law, experience and education may be substituted for each other upon approval of the Fire Chief. The following qualifications are generally required; however, the Fire Chief in his or her discretion may accept any combination of experience and education which the Fire Chief determines encompasses the skills, knowledge and ability to perform the duties of the position.

(A) Graduation from high school or GED equivalent;

(B) College degree in fire suppression or similar fire protection service is preferred; and

(C) Five (5) years prior work experience as a volunteer firefighter, including certification as an E.M.R., E.M.T. or First Responder, Driver's License Class B or Firefighter Endorsement, and two (2) years of supervisory duties which must have been equivalent to Captain or higher rank.

Necessary Knowledge, Skills and Abilities:

- **Knowledge of:**
 - Principles, systems, procedures, practices, and methods employed in fire prevention, inspection, and investigation.
 - Local, state, and national codes and laws that are related to fire prevention.
 - Operation and capabilities of different types of fire department apparatus and the ability to apply this knowledge to fire prevention situations.
 - Building materials and construction and the principles of heat travel and combustion.
 - Firefighting methods and equipment.
 - Fire engineering principles and the systems and equipment used in detecting and suppressing fires.
 - Water systems and roadways.
 - Geography and major target hazards in the District.

- **Ability and Skills to:**
 - Make independent decisions in emergent and non-emergent situations based on applicable law and established procedures.
 - Investigate complaints, make recommendations or corrections, write letters or citations, and monitor cases until they are closed.
 - Work with other agencies in making inspections and assisting them with investigations as necessary.
 - Conduct inspections of a variety of facilities.
 - Be firm, yet tactful, in enforcing compliance with plans, specifications, ordinances, and codes.
 - Understand, explain, and apply policies and procedures.
 - Conduct educational programs and respond to a variety of questions relating to fire prevention.
 - Analyze fire protection problems and develop objective solutions by applying innovative approaches to problem solving.
 - Conduct research related to codes, regulations, and laws and make effective recommendations.
 - Prepare and present oral and written reports.
 - Communicate clearly and concisely, both orally and in writing.
 - Work with minimum supervision in an efficient, well-organized manner to meet deadlines.
 - Prepare clean and concise reports.
 - Operate a personal computer and software program to including word processing, spreadsheets, and database at a level sufficient for successful job operations.

- Continue to pursue education necessary to remain current with all aspects of the position.

SPECIAL REQUIREMENTS

(A) Must be eighteen (18) years of age or older at time of hire;

(B) Must possess, or be able to obtain by time of hire, a valid State Driver's License with a Firefighter endorsement, Commercial Driver's License endorsement or certification of Emergency Vehicle Accident Prevention Program (EVAP) without record of suspension or revocation in any state;

(C) No felony convictions or disqualifying criminal histories within the past ten years;

(D) Ability to read and write the English language; and

(E) Ability to meet departmental physical fitness standards.

TOOLS AND EQUIPMENT USED

Emergency medical aid unit, fire apparatus, fire pumps, hoses, and other standard firefighting equipment, ladders, first aid equipment, radio, pager, personal computer, and phone.

PHYSICAL REQUIREMENTS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to remain in a stationary position; communicate effectively with others; move inside the office or change locations, traverse distances, use, access, position, or operate objects, tools, or controls; and the employee is occasionally required to ascend or descend heights, move through small spaces, work atop uneven or unstable surfaces; and discern tastes and odors.

The employee must frequently lift and/or move up to 10 pounds and occasionally lift and/or move up to 150 pounds. Specific vision abilities required by this job include ability to detect, perceive, and identify objects and details at close range and distances, ability to detect and identify colors, peripheral images and objects, judge distances, and the ability to adjust focus.

ENVIRONMENTAL CONDITIONS

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is performed primarily in office, vehicles, and outdoor settings, in all weather conditions, including temperature extremes, during day and night shifts. Work is often performed in emergency and stressful situations. Individual is exposed to hearing alarms and hazards associated with fighting

fires and rendering emergency medical assistance, including smoke, noxious odors, fumes, chemicals, liquid chemicals, solvents, and oils.

The employee occasionally works near moving mechanical parts and in high, precarious places and is occasionally exposed to wet and/or humid conditions, fumes, or airborne particles, toxic or caustic chemicals, risk of electrical shock, and vibration.

The noise level in the work environment is usually quiet in office settings, and loud at an emergency scene.

NOTE: Appointees will be subject to completion of a 12-month probationary period.

The examples of duties are intended only as illustrations of the various types of work performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

The employee must be able to perform the essential functions of the position satisfactorily. If requested reasonable accommodations will be made to enable the employee with disabilities to perform the essential functions of the job, absent undue hardship to the District. Any request for accommodation should be directed to the Fire Chief and/or the General Manager.



TITLE: BOARD CLERK/ACCOUNTS CLERK MANAGER
REPORTS TO: General Manager
PAY GRADE: Employment Agreement
FLSA: Exempt
CONFIDENTIAL: Yes

SUPERVISORY RESPONSIBILITIES

DIRECT: Account Clerk I, Account Clerk II/ Operations Coordinator
INDIRECT: None

MINIMUM QUALIFICATION REQUIREMENTS

Unless required by law, experience and education may be substituted for each other upon approval by the General Manager or their designee. The following qualifications are generally required; however, the General Manager in their discretion may accept any combination of experience and education which they determine encompasses the necessary skills, knowledge, and abilities to perform the duties of the position to the standards of the District.

EDUCATION: Education equivalent to graduation from high school. Valid California driver's license and proof of insurability are required. Standard First Aid and CPR certifications are required by the Special District's Risk Management Authority. Advanced Board Secretary/Clerk program certificate desirable.

EXPERIENCE: Minimum of three (3) years' experience performing a variety of administrative support functions and working with computer applications or databases; ability to effectively utilize a personal computer and various computer applications; proven ability to organize and manage competing tasks and priorities. Minimum of two (2) years' experience as a Board Clerk/Secretary for a Governmental Agency.

CERTIFICATE: Special District Board Secretary/Clerk Certificate shall be obtained through the California Special District's Association within the first eighteen (18) months of employment.

CONTACT RESPONSIBILITY

INTERNAL: Interaction with General Manager to receive specific work assignments, general direction, and have results reviewed Interaction with the Financial Officer to ensure accuracy in account receivables.

EXTERNAL: Interaction with Board Directors, consultants, contractors, customers, vendors, and government agencies.

PHYSICAL REQUIREMENTS

Ability to effectively and accurately relay and receive information, communicate and converse with others, ability to operate and utilize a personal computer; able to tolerate periods of continuous stationary work, traverse short distances, position self to maintain files; may, on an infrequent basis, assist with lifting up to 25 pounds.

ENVIRONMENTAL CONDITIONS

Work is primarily performed within an enclosed office setting with lighting and ventilation. Subject to conversational noise from other personnel within the facility, along with standard background noise found in an office environment. Subject to long periods of stationary work and exposure to computer screen. When performing work outside the facility, subject to variable weather conditions and possible exposure to heavy equipment, dust, fumes, odor, and noise. Appropriate personal safety equipment is provided.

DETAILED DUTIES AND RESPONSIBILITIES - ESSENTIAL FUNCTIONS

This at will, exempt position performs a wide variety of administrative functions related to maintaining the records of the San Miguel Community Services District (“District”) Board of Directors (“Board”). This position is also responsible for Board Clerk duties, described in more detail below.

Must possess the ability to effectively organize and manage competing priorities, represent the District professionally, work cooperatively with staff, members of the Board of Directors, and members of the public, and supervise other administrative staff.

Must be able to cross train and provide administrative back-up support as needed.

Requires the ability to efficiently utilize a computer, computer software, data and applications, copy machine, and other office equipment.

Must be able to compose reports or correspondence as required.

Requires a working knowledge, understanding, and ability to communicate District policies and procedures to customers, both external and internal.

A working knowledge and understanding of District safety rules and regulations, as well as active participation in the District’s safety programs is necessary.

Must maintain strict confidentiality of privileged information and effectively utilize District resources.

Reliable, stable attendance is required.

TASKS

The following tasks are typical for this classification. Incumbents may not regularly perform all of the listed duties or may be required to perform additional or different duties from those set forth below to address business or staffing needs and changing business practices, as defined by the General Manager.

Board Clerk Functions

- Prepares minutes for all Board of Directors meetings and committee meetings;
- Drafts agenda for all Board of Directors meetings and committee meetings;
- Coordinates staff reports and resolutions to be included in the Board meeting packet;
- Revise and prepare resolutions and staff reports as needed to assist District General Manager;
- Prepares and distributes Board of Directors' packet to Board Directors and relevant staff;
- Provides official notification of public notices for Board of Directors meetings and public hearings;
- Processes resolutions, contracts, and dissemination of Board actions in accordance with State and local laws;
- Serves as the District's Elections Official; plans, organizes, and directs the conduct of District elections, in accordance with State and local laws, including initiative, referendum, or recall elections;
- Serves as the Filing Officer/Filing Official under the provisions of the Political Reform Act and the Fair Political Practices Commission, as it pertains to the filing of campaign statements and Statements of Economic Interests for all elected officials and designated employees;
- Serves as the custodian of official District records, including Board minutes, resolutions, ordinances, agreements, contracts, deeds, and bonds;
- Serves as the designated recipient of official documents such as claims, lawsuits, subpoenas, and bids;
- Certifies and records District documents;
- Maintains department files and records in accordance with approved records retention schedules;
- Assists Director of Utilities and District Engineer with grant funding documentation and processing; and
- Acting Board Clerk for the District Ground Water Sustainability Agency

Billing (Board Clerk shall be responsible for the General Billing duties during such time an Account Clerk is unavailable.)

- Maintains deposit records of all monies, cash, and checks for all District departments;
- Deposit all funds into the District bank accounts on a regular schedule;
- Processes utility billing for all new construction;
- Produces and sends water and sewer bills to residents based on meter reads for water and sewer usage;
- Processes Point N Pay credit card daily;
- Drafts water and sewer rental deposit reports;
- Maintains adjustment journals for water accounts;
- Maintains utility billing journal vouchers;
- Drafts cash receipting and billing summaries;
- Ensures monthly water and sewer usage totals match up with billing totals;
- Maintains accounts receivable; and
- Processes payments from residents for water or sewer billing.

Assists with the creation and maintenance of regulatory reports:

- Gathers and collates information into Water Quality Reports;
- Evaluates data from Systems Operation staff for errors and organizes the information for reports; and
- Participates in the preparation and completion of the annual Electronic Annual Report and submittal to State regulatory agencies.

General Administrative Support (Board Clerk shall be responsible for the General Administrative Support duties during such time an Account Clerk is unavailable.)

- Maintains District website;
- Provides administrative and project support to the General Manager, department supervisors, or staff;
- Suggests policy changes in order to streamline department operations;
- Answers inquiries involving department procedures, activities, and functions;
- Schedules and coordinates meetings, appointments, and events, including the completion of event registration and travel arrangements;
- Edits and proofreads department memos, reports, policies, and Board-related correspondence;
- Performs copying, faxing, filing, and other administrative tasks;
- Assists District personnel with meeting preparations, set-up, and clean-up;
- Distributes department incoming mail and organizes outgoing mail;
- Provides back-up support for the District front desk, including assisting customers, taking messages and relaying calls, receiving payments, and operating the cash drawer;
- Prepares, presents, and administers the “Administrative” budget.

DETAILED DUTIES AND RESPONSIBILITIES - NON-ESSENTIAL FUNCTIONS

Performs all related duties as assigned by the General Manager.

The employee must be able to perform the essential functions of the position satisfactorily. If requested reasonable accommodations will be made to enable the employee with disabilities to perform the essential functions of the job, absent undue hardship to the District. Any request for accommodation should be directed to the General Manager.

% TIME TASKS

40% Board Clerk Functions

- Prepares minutes for all Board of Directors meetings and committee meetings;
- Drafts agenda for all Board of Directors meetings and committee meetings;
- Coordinates staff reports and resolutions to be included in the Board meeting packet;
- Revise and prepare resolutions and staff reports as needed to assist District General Manager
- Prepares and distributes Board of Directors’ packet to Board Directors and relevant staff;
- Provides official notification of public notices for Board of Directors meetings and public hearings;
- Processes resolutions, contracts, and dissemination of Board actions; accordance with State and local laws;

- Serves as the District’s Elections Official; plans, organizes, and directs the conduct of District elections, in accordance with State and local laws, including initiative, referendum, or recall elections;
- Serves as the Filing Officer/Filing Official under the provisions of the Political Reform Act and the Fair Political Practices Commission, as it pertains to the filing of campaign statements and Statements of Economic Interests for all elected officials and designated employees;
- Serves as the custodian of official District records, including Board minutes, resolutions, ordinances, agreements, contracts, deeds, and bonds;
- Serves as the designated recipient of official documents such as claims, lawsuits, subpoenas, and bids;
- Certifies and records District documents;
- Maintains department files and records in accordance with approved records retention schedules;
- Assists Director of Utilities and District Engineer with grant funding documentation and processing; and
- Acting Board Clerk for the District Ground Water Sustainability Agency.

30% Billing (Board Clerk shall be responsible for the General Billing duties during such time an Account Clerk is unavailable.)

- Maintains deposit records of all monies, cash, and checks for all District departments;
- Deposit all funds into the District bank accounts on a regular schedule;
- Processes utility billing for all new construction;
- Produces and sends water and sewer bills to residents based on meter reads for water and sewer usage;
- Processes Point N Pay credit card daily;
- Drafts water and sewer rental deposit reports;
- Maintains adjustment journals for water accounts;
- Maintains utility billing journal vouchers;
- Drafts cash receipting and billing summaries;
- Ensures monthly water and sewer usage totals match up with billing totals;
- Maintains accounts receivable; and
- Processes payments from residents for water or sewer billing.

20% Assists with the creation and maintenance of regulatory reports:

- Gathers and collates information into Water Quality Reports;
- Evaluates data from Systems Operation staff for errors and organizes the information for reports; and
- Participates in the preparation and completion of the annual Electronic Annual Report and submittal to State regulatory agencies.

10% General Administrative Support (Board Clerk shall be responsible for the General Administrative Support duties during such time an Account Clerk is unavailable.)

- Maintains District website;
- Provides administrative and project support to the General Manager, department supervisors, or staff;
- Suggests policy changes in order to streamline department operations;

- Answers inquiries involving department procedures, activities, and functions;
- Schedules and coordinates meetings, appointments, and events, including the completion of event registration and travel arrangements;
- Edits and proofreads department memos, reports, policies, and Board-related correspondence;
- Performs copying, faxing, filing, and other administrative tasks;
- Assists District personnel with meeting preparations, set-up, and clean-up;
- Distributes department incoming mail and organizes outgoing mail;
- Provides back-up support for the District front desk, including assisting customers, taking messages and relaying calls, receiving payments, and operating the cash drawer; and
- Prepares, presents, and administers the “Administrative” budget.

**Board of Directors
Staff Report**

September 22, 2022

AGENDA ITEM: 1

SUBJECT: Fire Chief Employment Agreement between the San Miguel Community Services District and Scott Young

SUGGESTED ACTION: Appoint Scott Young as the District Fire Chief and Approve the Fire Chief Employment Agreement between the San Miguel Community Services District and Scott Young

DISCUSSION:

See staff report

FISCAL IMPACT:

See staff report

PREPARED BY: Christina Pritchard



San Miguel Community Services District

Board of Directors Staff Report

September 22, 2022

SUBJECT: Fire Chief Employment Agreement between the San Miguel Community Services District and Scott Young.

RECOMMENDATION:

Appoint Scott Young as the District Fire Chief and approve the Fire Chief Employment Agreement between the San Miguel Community Services District and Scott Young.

BACKGROUND:

Robert Roberson has acted as the District's Interim General Manager on a part-time basis since 2017, as well as the District's Fire Chief. The District has an immediate need to appoint a full-time, permanent Fire Chief, as Robert Roberson will be retiring soon.

DISCUSSION:

The District's General Counsel has negotiated an employment agreement (the "Employment Agreement") with Scott Young ("Young") to serve as the Fire Chief and maintain his current responsibilities as the Fire Prevention Officer. The Employment Agreement will become effective October 3, 2022, should the Board approve it.

Young currently serves as the District's Assistant Fire Chief and Fire Prevention Officer and will perform the duties of Fire Chief in addition to his existing duties as Fire Prevention Officer, until such time as the Board fills the Fire Prevention Officer position. The Board is not currently considering any candidates to fill the position of Assistant Fire Chief. Young has extensive knowledge of the District's Fire Department and its internal procedures by virtue of his 16 years of service with the District. As such, Young is the best candidate to provide Fire Chief services.

The Fire Chief performs a variety of technical, administrative, and supervisory work in planning, organizing, directing, and implementing fire prevention, suppression, and emergency medical services to prevent or minimize the loss of life and property by fire and emergency medical

conditions. As Fire Chief, Young will be required to carry out these directives under the direction of the Board and in accordance with the terms of the Employment Agreement.

FISCAL IMPACT:

The substantive terms of the proposed Employment Agreement are below:

- The term of the Employment Agreement is three (3) years.
- A base salary of \$100,000.
- Annual cost of living increase, subject to any adjustment to the All-Urban Consumer Price Index for the San Francisco-Oakland-Hayward area (“CPI”), capped at 4%. The cost-of-living increase shall be suspended in any year in which the District projects a deficit in the annual budget, if the District is actively furloughing employees, or if the District projects laying off employees during the applicable fiscal year.
- In addition to Young’s base salary, Young shall also receive compensation for responding to any emergency calls outside of the District’s normal business hours or his regular/average hours of work due to staffing shortages or District business needs. Young shall receive the same after-hours compensation as other District employees subject to the Fire Department’s Stipend Rate Schedule for Chief Officer, as may be amended. Additionally, Young shall also receive compensation for training or drills Young is required to participate in outside of normal business hours or is regular/average hours of work. Young shall receive the same training/drill compensation as other District employees subject to the Fire Department’s Flat Rate Schedule, as may be amended.
- The District will continue to contribute to Young’s retirement through the California Public Employees Retirement System (“CalPERS”) at rate currently provided for in his Assistant Fire Chief Employment Agreement.
- The District will contribute 80%, not to exceed \$900.00 per month, of the monthly cost of medical insurance for Young and his dependents through CalPERS. Should Young elect not to receive medical insurance from the District, he will receive \$250 as taxable income per pay period in addition to his base salary.
- Vision and dental coverage at the same rate and under the same terms and conditions as District employees covered by the San Miguel Employees Associate Memorandum of Understanding (“SMEA MOU”), as may be amended.
- Vacation accruals at the same rate as District employees under the District’s Personnel Policies, based on Young’s years of overall service with the District.
- Sick leave accrual at the same rate as District employees under the District’s Personnel Policies. However, should the District agree to increase the vacation accrual rate for

bargaining unit employees covered by the SMEA MOU, Young shall receive a like kind increase.

- Cash value of 60 hours deposited annually to Young's deferred compensation plan.
- Should Young be deployed to an emergency or incident to an agency outside of the District's jurisdiction under the terms of a Mutual Aid Agreement, Young will be compensated for hours deployed at the rate of reimbursement provided under the Mutual Aid Agreement.
- 6 months' severance and benefits for termination without good cause, subject to decrease by 1 month for every year Young serves as Fire Chief.

RECOMMENDATION:

Staff recommends that the Board adopt the attached Resolution approving the Employment Agreement between the District and Young.

PREPARED BY:

Douglas L. White, General Counsel

Attachment: Resolution Approving the Appointment of Scott Young as District Fire Chief and Authorizing Execution of the Employment Agreement

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into this 22nd day of September 2022, by and between the San Miguel Community Services District, a California community services district ("District"), and Scott Young, an individual ("Employee"). The District and Employee may individually be referred to herein as "Party" or collectively as "Parties." There are no other parties to this Agreement.

RECITALS

A. Employee has served the District as a volunteer Firefighter for approximately five (5) years, a Fire Captain for approximately six (6) years, and the Assistant Fire Chief / Fire Prevention Officer for over three (3) years, for a total commitment of over sixteen (16) years to the District.

B. The District, acting by and through the Board, has evaluated Employee's knowledge, experience, administrative skills, and abilities, and desires to employ Employee in the position of Fire Chief pursuant to the terms of this Agreement. The Parties anticipate that Employee will continue to retain responsibility for, and oversight of, his current duties as Fire Prevention Officer to the degree necessary for the efficient operation of the District.

C. The Parties agree that this Agreement shall be the sole agreement between the Parties regarding the employment of Employee as Fire Chief.

D. The Parties desire to execute this Agreement pursuant to the authority of and subject to the provisions of California Government Code ("Government Code") section 53260 et seq.

NOW, THEREFORE, in consideration of the mutual covenants entered into between the Parties, and in consideration of the benefits that accrue to each, it is agreed as follows:

AGREEMENT

Section 1. Recitals. The recitals set forth above ("Recitals") are incorporated herein by this reference and made a part of this Agreement. In the event of any inconsistencies between the Recitals and Sections 1 through 10 of this Agreement, Sections 1 through 10 will prevail.

Section 2. Effective Date. This Agreement shall be effective as of October 3, 2022, once executed by both the District and Employee ("Effective Date"). The anniversary date of this Agreement shall be October 1st of each year of the Term (as defined in section 3.2 of this Agreement).

Section 3. Appointment of Fire Chief, Duties, and Term.

Section 3.1. Appointment and Duties. The Board hereby appoints Employee to the position of Fire Chief, in and for the District, to perform the functions and duties associated with

the position of Fire Chief under the direction of the District Board of Directors (“Board”). Employee accepts such appointment and employment pursuant to the terms of this Agreement. Employee shall further perform the functions and duties specified below under the laws of the state of California, Resolutions of the District, and such other duties and functions as the Board may from time-to-time assign.

Section 3.2. Term. The term of this Agreement shall be for three (3) years from the Effective Date (“Term”) unless this Agreement is terminated earlier pursuant to Section 6 of this Agreement. Three (3) additional one (1) year extensions may be granted by the Board at the same terms.

No later than six (6) months prior to the expiration of the Term, the Board shall provide written notice to Employee as to whether the Board intends to extend or renegotiate this Agreement. If the contract is to be renegotiated, then negotiations shall commence no later than five (5) months prior to the expiration of the existing Agreement. Should the Board fail to provide written notice pursuant to this Section 3.2, this Agreement shall automatically extend for an additional one (1) year at the same terms.

Section 3.3. Fire Chief Duties. For the Term of this Agreement, Employee shall perform all associated duties, functions, and requirements of the Fire Chief in accordance with the terms of this Agreement and the Fire Chief job description, attached hereto and incorporated herein by this reference as **Exhibit A**, and shall additionally retain responsibility for and oversight of the duties set forth in the Fire Prevention Officer job description, attached hereto and incorporated herein by this reference as **Exhibit B**, to the degree necessary for the efficient operation of the District, unless that position is otherwise filled during the term of this Agreement. In addition, Employee shall comply with the District’s Drug and Alcohol Abuse policies and procedures. Failure to adhere to those policies may be considered a material breach of this Agreement and be cause for termination under Section 6 of this Agreement.

Section 3.4. Secondary Employment. Employee shall not hold any secondary employment or engage in activities which conflict with, or present the appearance or possibility of conflicting with, the District’s legitimate business interests. As such, Employee agrees that Employee will notify the Board in writing if Employee wishes to accept secondary employment sufficiently in advance to allow the Board to determine whether there is the appearance of, or an actual conflict or potential conflict with the satisfactory performance of Employee’s duties or the best interest of the District. Should the Board make such a determination, Employee agrees that Employee will forgo the proposed secondary employment. Notwithstanding the foregoing, Employee shall have the right to volunteer for such nonprofit organizations as he may see fit, provided that such volunteer services shall not interfere with his duties on behalf of the District.

Section 3.5. Exempt Employee. The general business hours of the District are Monday through Friday, 8:00 a.m. to 5:00 p.m. However, it is recognized by the Parties that Employee is an exempt employee for purposes of the Fair Labor Standards Act of 1938 (29 U.S.C. § 201 et seq.). Employee shall not receive overtime or extra compensation for hours worked outside of the District’s general business hours, which are necessary to fulfill the duties as Fire Chief, unless otherwise provided in this Agreement.

Section 3.6. Schedule. Employee's daily and weekly work schedule shall vary in accordance with the work required to be performed. The Fire Chief position includes attendance at evening Board meetings and frequent irregular hours, as necessary to meet deadlines and achieve objectives. The Board recognizes that Employee must devote a great deal of his time outside normal office hours to business of the District and, to that end, will be allowed to adjust his weekly or daily schedule as he deems reasonable, so long as all objectives have been met and Employee is available as needed to fully accomplish his duties and responsibilities; which should generally average eighty (80) hours per pay period.

Section 3.7. No Property Right in Employment. Employee understands and agrees that, as an at-will employee, the terms of his employment are governed only by this Agreement and that no right of employment for any specific term is created by this Agreement. Employee further understands that pursuant to Government Code Section 3254, subdivision (c), he has no property interest in his employment by virtue of this Agreement or otherwise, and that he is not entitled to due process for any disciplinary actions under the District's Personnel Rules, including termination, except as provided under Section 6 of this Agreement.

Unless otherwise specified in this Agreement, Employee shall be bound by all the policies, rules, and regulations of the District now in force and effect applicable to Employee's position, and by all such other applicable policies, rules, and regulations as may be hereafter implemented and called to his notice and will faithfully observe and abide by the same. No such policy, rule or regulation shall alter, modify, or revoke Employee's status as an at-will employee or any other provision of this Agreement.

Section 3.8. No Membership in Bargaining Unit. Employee understands that as Fire Chief, he is not a member of any bargaining unit and is not covered by the terms of any Memorandum of Understanding with any represented or unrepresented group of District employees.

Section 4. Compensation and Evaluations.

Section 4.1. Base Salary. The District agrees to pay Employee an annual salary for fiscal year 2022-23 of One Hundred Thousand and 00/100 Dollars (\$100,000.00) ("Base Salary"), payable in installments, at the same time the other District employees are paid. The Base Salary does not include any other benefits or supplemental pay Employee may be entitled to, as otherwise set forth in this Agreement.

Section 4.2. Cost of Living Increase. Employee's Base Salary shall increase annually by the Consumer Price Index for the period of twelve (12) months ending in August of the preceding year, not to exceed four percent (4%). Any annual Base Salary increase shall be effective as of October 1st of each year. The annual cost of living increase provided for by this paragraph shall be suspended in the event the approved annual District budget projects a deficit in the applicable fiscal year, if the District is actively furloughing employees when the increase is to be effective in any given year, or when employee layoffs are projected for the applicable fiscal year.

Section 4.3. After Hours Response. If staffing shortages or the District's business needs require Employee to respond to emergency calls outside of the normal business hours and/or Employee's regular/average hours of work (generally eighty (80) hours in a two (2) week period), he shall receive compensation in an amount determined by the rate and methodology provided for by the Fire Department's Stipend Rate Schedule for Chief Officer (CO), as may be amended during the Term of this Agreement. Additionally, should Employee be required to participate in training or drills outside of the normal business hours and/or Employee's regular/average hours of work, Employee shall be compensated at the Fire Department's Flat Rate Schedule, as may be amended from time to time during the term of this Agreement. Compensation under this Section 4.3 is not subject to contributions nor reportable to CalPERS (as defined in Section 5.1 of this Agreement).

Section 4.4. Pro-Rata Decrease. Employee acknowledges that the Base Salary may be subject to a pro-rata decrease based on the Board's adoption of a District-wide unpaid Mandatory Furlough Program adopted as a budgetary measure. Employee's Base Salary shall not be decreased if Employee is required to work or provide coverage on Furlough days in order to meet minimum staffing.

Section 4.5. Reopener. Upon mutual agreement, the District or employee may reopen negotiations of this Agreement if:

- a) At the end of a given fiscal year the total Operational Reserves for the District falls below fifteen percent (15%) of the Board approved, budgeted revenue for that fiscal year; or
- b) There are significant changes in the duties or responsibilities of Employee.

Section 4.6. Review and Evaluation. The Board agrees to review and evaluate Employee's performance of his duties as Fire Chief pursuant to the terms of this Agreement ("Review and Evaluation") after Employee completes six (6) months in the position and on not less than an annual basis thereafter, and to provide Employee with a written performance review. The annual Review and Evaluation shall be conducted no later than September 1st of each year, however, it may be conducted earlier at the Board's discretion.

Section 5. Employment Benefits.

Section 5.1. Retirement Benefits. The District participates in the California Public Employees Retirement System ("CalPERS"). The District will continue to contribute to Employee's retirement at the rate which it is currently, and Employee will continue to pay Employee's share at his current rate, subject to any changes required by CalPERS during the Term of this Agreement.

Section 5.2. Medical Benefits. The District will contribute eighty percent (80%) of the monthly cost of medical insurance benefits for Employee and his dependent(s), through CalPERS; however, the District's monthly contribution shall be capped at Nine Hundred Dollars (\$900.00).

In the event Employee elects not to receive medical insurance from the District, Employee will receive Two Hundred Fifty Dollars (\$250) as taxable income per pay period in addition to his

Base Salary. Employee shall provide documentation that he has healthcare provided through another source in order to receive the Two Hundred Fifty Dollar (\$250) benefit. Notwithstanding the foregoing, if during the Term of this Agreement, the District agrees to provide employees covered by the Memorandum of Understanding between the District and the San Miguel Employees' Association ("MOU") contributions in excess of those set forth in this Section 5.2, the District's contributions on behalf of Employee shall be increased to the same amount.

At such time as the District offers a cafeteria plan to District employees, Employee may elect to transfer the cash in lieu payment towards such cafeteria plan based on his eligibility.

Employee shall be eligible to receive vision and dental coverage, if any, at the same rate and under the same terms and conditions as District employees covered by the MOU, as may be amended during the Term of this Agreement.

Section 5.3. Vacation. Employee shall be entitled to receive vacation hours based on the accrual rate set forth in the District's Personnel Rules. Employee's accrual rate shall be based on Employee's years of overall service with the District. Notwithstanding the foregoing, should the District agree to increase the vacation accrual rate for bargaining unit employees covered by the MOU during the term of this Agreement, Employee shall receive a like kind increase.

Section 5.4. Holidays. Employee shall be entitled to all holidays as provided in the District's Personnel Rules. Employee may use any District holiday as a floating holiday so long as it does not adversely affect the operation of the District. Should Employee be required to work on a designated holiday, Employee shall receive eight (8) hours pay based on Employee's Base Salary in addition to holiday pay pursuant to the District's Personnel Rules.

Section 5.5. Deferred Compensation. Employee is exempt from coverage under the Fair Labor Standards Act ("FLSA"). As such, he does not receive compensation for hours worked over forty (40) hours per week. The District recognizes that Employee must devote a great deal of time outside the normal office hours to District business. In recognition of the extra hours required, Employee shall receive equivalent cash value of sixty (60) hours deposited to his deferred compensation 457 plan, which deposit will be made within the first pay period of July annually

Section 5.6. Sick Leave. Employee shall accrue sick leave at a rate set forth in the District's Personnel Rules. Notwithstanding the foregoing, should the District agree to increase the vacation accrual rate for bargaining unit employees covered by the MOU during the term of this Agreement, Employee shall receive a like kind increase. Employee shall not be entitled to cash out accrued sick time upon separation. Employee may convert unused accrued sick leave into service credits with CalPERS upon retirement pursuant to the applicable regulations effective at the time of retirement. Unused sick leave shall roll over annually and there shall not be a cap on sick leave accrual.

Section 5.7. District Vehicle. The District shall provide Employee with a District vehicle for use by Employee as Fire Chief. Employee shall provide proof of insurance coverage, pursuant to California law, annually to the District. Both Parties agree to comply with the District's

applicable Vehicle & Equipment Replacement Policies and Procedures in effect on the Effective Date of this Agreement and as may be amended from time to time.

Section 5.8. Cell Phone Allowance. District shall provide a District-owned smart phone, with phone, text, and data plan, for use solely by Employee in his position as Fire Chief. If the District does not provide a District owned Smart Phone, then the District will pay Employee \$50 per month phone stipend.

Section 5.9. Professional and Educational Development. The District agrees to budget reasonable costs of travel and business expenses for Employee to attend trainings, seminars, and symposiums that are necessary or beneficial to the maintenance of the required licensing for the Fire Chief position, or for the continued operation of the Fire Department.

Section 5.10. Emergency Response/Mutual Aid Services. Should Employee be required to respond to serve on a special assignment with a strike team for unanticipated emergency fire operations outside the District's local jurisdiction either through the CalFire Assistance by Hire Agreement or the California Fire Assistance Agreement ("CFAA") shall be paid at the rate set forth in the applicable CFAA Rate Letter, the negotiated reimbursement mechanism for local government fire agency responses through the California Fire Service and Rescue Emergency Mutual Aid System. Employee will be compensated for hours deployed at the rate of reimbursement provided under the CFAA Rate Letter, for the appropriate federal, state, or local agencies. Employee will continue to receive his full salary, provided that Employee is able to continue to meet his responsibilities as Fire Chief during his deployment. Compensation under this Section 5.10 is not subject to contributions nor reportable to CalPERS.

Section 5.11. Other Benefits. During the Term of this Agreement, Employee shall be entitled to receive the benefits set forth in this Agreement. Any benefits listed in Sections 5.1-5.9 of this Agreement shall be in lieu of those benefits provided in the District's Personnel Rules, unless otherwise stated. Any benefits not specifically listed in Sections 5.1-5.9 of this Agreement are enumerated in the District's Personnel Rules, which may be amended from time to time.

Section 6. Termination of Employment.

Section 6.1. Voluntary Resignation. Employee may resign at any time and agrees to give the District at least thirty (30) calendar days advance written notice of the effective date of Employee's resignation, unless the Parties otherwise agree in writing. If Employee retires from full time public service with the District, Employee shall provide three (3) months advance written notice. Employee's actual retirement date will be mutually established between the Parties. During the notice period, all rights and obligations of the Parties under this Agreement shall remain in full force and effect. Promptly after the effective date of resignation, the District shall pay to Employee all salary and benefit amounts, both accrued and owing under this Agreement.

Section 6.2. Termination by the Board. If the Board removes Employee from his position as Fire Chief, pursuant to California Government Code section 3254, subdivision (c), the Board shall provide Employee with written notice, the reason(s) for removal, and an opportunity for an administrative appeal. Within ten (10) days of the Board's termination of this Agreement,

Employee may make a written request for an administrative hearing before a neutral hearing officer, as required by the California Firefighter Bill of Rights (Government Code, § 3250 et seq.) In the event Employee does not timely request an administrative hearing, the Board's termination decision will stand.

Notwithstanding any provision in this Agreement to the contrary, the Board may suspend Employee with full pay and benefits at any time during the Term of this Agreement.

Section 6.3. Termination for Good Cause. The District may at any time immediately terminate this Agreement for Good Cause, as defined below, by a three-fifths (3/5) vote of the Board at a duly noticed meeting. If Employee is terminated for Good Cause, the District shall have no obligation to Employee beyond those benefits accrued as of Employee's last day of employment, including, but not limited to, any outstanding and owed standby compensation at the rate set forth in this Agreement and any and all benefits the District is obligated to provide under federal or state law.

"Good Cause," for purposes of this Agreement, means a fair and honest cause or reason for termination. These reasons include, but are not limited to:

1. Conviction of a felony;
2. Disclosing confidential information of the District;
3. Gross carelessness or misconduct;
4. Unjustifiable and willful neglect of the duties of Fire Chief;
5. Any conduct which violates the District's Personnel Rules and for which a District employee may be terminated;
6. Repeated, protracted, or unexcused absences from the Fire Chief's office and duties;
7. Willful destruction or misuse of District property;
8. Conduct that in any way has a direct, substantial, and adverse effect on the District's reputation;
9. Willful violation of federal or state discrimination laws or District discrimination rules;
10. Breach of any provision of this Agreement;
11. Continued substance abuse which adversely affects performance of Employee's duties as Fire Chief;
12. Refusal to take or subscribe any oath or affirmation which is required by law;
13. Disability that renders Employee unable to perform the essential functions of his job, with or without reasonable accommodation, which places an undue burden on the District;
14. Dishonesty;
15. Engaging in other employment or activities which conflict with, or present the appearance or possibility of conflicting with, the District's legitimate business interests; or
16. Continuous or repeated failure or refusal to perform Employee's duties to the standards set by the District.

Section 6.4. Termination Without Good Cause. The District may at any time terminate this Agreement without Good Cause by a three-fifths (3/5) vote of the Board at a duly noticed meeting. If Employee is terminated by the Board without Good Cause during such time that Employee is willing and able to perform his duties under this agreement, employee shall no longer be entitled to accrue or receive any benefits afforded to him by the District after the date of termination; however, the District agrees to pay Employee a lump sum cash payment equal to six (6) months' salary and health insurance benefits ("Severance Payment"). Severance Payment will decrease by one (1) month for every year the Employee serves as Fire Chief.

Any Severance Payment payable under this Agreement shall be contingent on Employee's signature on a release of all claims in a format satisfactory to the District and is subject to the restrictions of Government Code section 53260. Additionally, any cash settlement related to the termination of this Agreement received by Employee from the District shall be fully reimbursed to the District if Employee is convicted of a crime involving an abuse of his office or position while employed with the District, pursuant to Government Code section 53243.2. Any Severance Payment shall be paid in the same manner as other employees unless otherwise agreed to by the District and Employee.

Notwithstanding any other provision of this Agreement, Employee shall not be terminated or otherwise removed from the position of Fire Chief without Good Cause during a period of six (6) months following any general election in which a new member is elected to the Board or during a period of six (6) months following any appointments of new members to the Board.

Section 6.5. Reinstatement as Assistant Fire Chief/Fire prevention Officer If employee is unable to perform the duties of Fire Chief to the satisfaction of the Board, resulting in a termination without Good Cause (as defined in Section 6.3 of this Agreement), Employee may, by written notice to the Board within five (5) business days of the Board's decision to terminate, opt to be reinstated to his previous position as Assistant Fire Chief/Fire Prevention Officer under the same terms as the agreement dated February 24, 2022 setting forth the terms and conditions for Employee's employment as Assistant Fire Chief/Fire Prevention Officer so long as that position is vacant. Should Employee opt to return to his former position, Employee shall not be eligible to receive a Severance Payment pursuant to Section 6.4 of this Agreement.

Section 7. Indemnification. The District shall defend, hold harmless, and indemnify Employee against any tort, personnel, civil rights, or professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Fire Chief in accordance with California's Tort Claims Act (Government Code section 825 et seq.), and shall provide a defense to Employee in accordance with Government Code sections 995-996.5. The District may decline to defend or indemnify Employee only as permitted by the Government Code. The District may compromise and settle any such claim or suit and pay the amount of any resulting settlement or judgment. Provided, however, that the District's duty to defend and indemnify shall be contingent upon Employee's good faith cooperation with such defense. In the event the District provides funds for legal criminal defense pursuant to this Section, Employee shall reimburse the District for such legal criminal defense funds if Employee is convicted of a crime involving an abuse of office or position, as provided by Government Code sections 53243-53243.4.

Section 10. General Provisions.

Section 10.1. Modification of Agreement. This Agreement may be supplemented, amended, or modified only by a writing signed by the District and Employee.

Section 10.2. Entire Agreement. This Agreement constitutes the final, complete, and exclusive statement of the terms of this Agreement for duties as a Fire Chief between the Parties and supersedes all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement is of no effect as to any other agreement between the Parties, including any related to employment as a Director of Utilities.

Section 10.3. Severability of Agreement. If a court or an arbitrator of competent jurisdiction holds any section of this Agreement to be illegal, unenforceable, or invalid for any reason, the validity and enforceability of the remaining sections of this Agreement shall not be affected.

Section 10.4. Authority. All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented, or purported to be represented by such entities, persons, states, or firms and that all former requirements necessary or required by state or federal law in order to enter into this Agreement had been fully complied with. Further, by entering into this Agreement, neither Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

Section 10.5. Headings. The headings in this Agreement are included for convenience only and neither affect the construction or interpretation of any section in this Agreement nor affect any of the rights or obligations of the Parties to this Agreement.

Section 10.6. Necessary Acts and Further Assurances. The Parties shall, at their own cost and expense, execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

Section 10.7. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the state of California.

Section 10.8. Waiver. No covenant, term, or condition, or the breach thereof, shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

Section 10.9. Counterparts. This Agreement may be executed in counterparts and all so executed shall constitute an agreement which shall be binding upon the Parties hereto,

notwithstanding that the signatures of all Parties and Parties' designated representatives do not appear on the same page.

Section 10.10. Venue. Venue for all legal proceedings shall be in the Superior Court of California in and for the County of San Luis Obispo.

Section 10.11. Attorney's Fees and Costs. If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret sections of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

[SIGNATURE PAGE DIRECTLY FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been entered into by and between EMPLOYEE and DISTRICT as of the date of the Agreement set forth above.

DISTRICT:

EMPLOYEE:

By: _____
Raynette Gregory, President of the Board
San Miguel Community Services District,
a California community services district

By: _____
Scott Young, an individual

Date: _____

Date: _____

Approved as to Form and Content:

By: _____
Douglas L. White
General Counsel for the District

EXHIBIT A
Fire Chief Job Description

Exhibit B
Fire Prevention Officer Job Description

RESOLUTION NO. 2022-54

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN MIGUEL COMMUNITY SERVICES DISTRICT APPROVING THE
APPOINTMENT OF SCOTT YOUNG AS THE DISTRICT'S FIRE CHIEF AND
AUTHORIZING THE BOARD PRESIDENT TO EXECUTE AND ENTER INTO AN
EMPLOYMENT AGREEMENT ON BEHALF OF THE DISTRICT**

WHEREAS, San Miguel Community Services District ("District") appointed Robert Roberson as part-time Fire Chief on September 24, 2015; and

WHEREAS, Robert Roberson will retire no later than September 30, 2022; and

WHEREAS, Scott Young has served the District as a volunteer Firefighter for approximately five (5) years, a Fire Captain for approximately six (6) years, and the Assistant Fire Chief / Fire Prevention Officer for over three (3) years, for a total commitment of over sixteen (16) years to the District; and

WHEREAS, the District Board of Directors ("Board") has determined that Scott Young is the most qualified candidate for the position of Fire Chief; and

WHEREAS, the District anticipates Scott Young will continue to retain responsibility for, and oversight of, his current duties as Fire Prevention Officer to the degree necessary for the efficient operation of the District Fire Department unless and until the Fire Prevention Officer position is filled; and

WHEREAS, the District's General Counsel prepared an employment agreement with Scott Young detailing the terms and conditions of his employment as Fire Chief ("Agreement"); and

WHEREAS, the Board wishes to appoint Scott Young as the District's Fire Chief and approve the Agreement; and

NOW THEREFORE, BE IT RESOLVED, the Board does, hereby, adopt this Resolution approving the Employment Agreement For Fire Chief between Scott Young and the San Miguel Community Services District, attached hereto as Exhibit A.

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 22nd day of September 2022.

Raynette Gregory, President
Board of Directors

ATTEST:

APPROVED AS TO FORM:

Tamara Parent, Board Clerk

Douglas L. White, District General Counsel

EXHIBIT A

**Board of Directors
Staff Report**

September 22, 2022

AGENDA ITEM: 2

SUBJECT: Financial Reports - August 2022

SUGGESTED ACTION: Review, Discuss and Receive the Enumeration of Financial Reports for August 2022. The Financial Reports are for review and information. After the Audit a final Financial Report will be presented.

DISCUSSION:
August 2022 Financial Reports are attached.

FISCAL IMPACT:
None

PREPARED BY: Michelle Hido



San Miguel Community Services District August 2022 Financial Report

September 14, 2022

BOARD ACTION: Review the enumeration of Financial Reports for August 2022,

AUGUST 2022 Revenue: \$215,624.64 Sales Revenue, Dumping Fees and Franchise Fees.

AUGUST 2022 Expenses: \$101,369.03

FIRE DEPT PROJECTS:

Resolution 2021-05: MDC- Budget: \$20,000.00

AUGUST costs: \$0

Project costs to date: \$6,707.59 (34% spent)

Status: In Process

Resolution 2022-22: Fire Temporary Housing Unit- Budget: \$274,378.95

AUGUST costs: \$0

Project costs to date: \$13,880.13 (5% spent)

Status: In Process

Fire Station Remodel- Budget: none

AUGUST costs: \$0

Project costs to date: \$3,545.34

Status: In Process

Resolution 2022-31 Fire Station Code Enforcement Violation- Budget: \$46,500.00

AUGUST costs: Permit, Plans, Network Rack \$2,815.63

Project costs to date: \$7,474.81 (16% spent)

Status: In Process

UTILITY DEPT PROJECTS:

Resolution 2021-06: Generator Project- \$230,000.00 CALOES Power Resiliency Grant

AUGUST costs: \$0

Grant use to date: \$197,363.42 (currently 86% of the Grant has been used)

Status: In Process

WWTF Expansion Resolution 2021-20,32,33,35- by SWRCB Order June 2018

AUGUST costs: \$0

Project costs to date: \$494,101.59

Status: In Process

WWTF Resolution 2021-33: MBR- Budget: \$206,835.37/\$6,894,512.30

AUGUST costs: \$0

Project costs to date: \$128,468.83 (62% spent)

Status: In Process

**San Miguel Community Services District
August 2022 Financial Report**

WWTF Resolution 2021-35: Headworks- Budget: \$250,231.00

AUGUST costs: \$0

Status: Started

WWTF Resolution 2022-04: WSC – NOI for Permit- Budget: \$50,000.00

AUGUST costs: \$0

Project costs to date: \$18,075.00 (36% spent)

Status: In Process

Resolution 2022-03: Mission Gardens Lift Stations Generator- Budget: \$27,722.34

AUGUST costs: \$0

Project costs to date: \$23,722.34 (83% spent)

Status: In Process

C.S.D. PROJECTS:

Resolution 2022-20: IT Equipment Replacement- Budget: \$20,463.50

AUGUST costs: Cloud Migration P1, Scada Relocation, Network Refresh \$10,331.25

Project costs to date: \$14,207.29 (69% spent)

Status: In Process

LEGAL SERVICES

AUGUST Legal bills: \$10,287.60 for services rendered through July 2022

2022/23 LEGAL EXPENSES TO DATE:

BOARD MEETINGS:	\$ 705.60
CSD BOARD REQUESTS:	\$ 235.20
FIRE:	\$ -
GENERAL CSD/ADMIN:	\$ -
GENERAL HR AND HR CONTRACTS:	\$ 1,630.23
HR INVESTIGATION/ARBITRATION:	\$ -
PUBLIC RECORDS REQUESTS:	\$ 377.78
RECALL:	\$ 1,310.39
SEWER:	\$ 252.00
SOLID WASTE:	\$ -
WATER:	\$ -
OTHER:	\$ 5,776.40
	\$ -
	\$ 10,287.60

**San Miguel Community Services District
August 2022 Financial Report**

TOP 5 GENERAL OPERATING EXPENSES (at the time of this report):

- SLO County Fire \$15,074.80 – 2022/23 Dispatch Agreement
- Black Mt Software \$9,828.00 – 2022/23 Service and Support
- Core & Main \$2,910.46 – Water Meters x8
- HydroPro Solutions \$2,810.04 – Water Meters x2
- Univar USA \$2,358.17 – Sodium Hypochlorite Liquid Chlorine

MONTHLY RECURRING EXPENSES (at the time of this report):

CalPERS Employer (includes annual UAL)	\$10,442.00
PG&E (Facilities & Lighting)	\$13,723.65
US Bank SMCSD Credit Cards (P7+8)	\$10,481.48
WEX Bank SMCSD District Vehicle Fuel	\$1,149.53

The information provided is current as of the time of this report, and is subject to change based on final adjustment and the Annual Audit.

RECOMMENDATION:

The August 2022 SMCSD Financial Reports are for review and information. After the Audit a final Financial Report will be presented.

PREPARED BY:

Michelle Hido
Financial Officer

REVIEWED BY:

General Manager

* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
8322	19834S	650 13 STARS MEDIA	59.24						
1	9771	08/05/22 NOI ENERGY SERVICE CONTRACT	59.24			40 64000	393		10200
		Total for Vendor:	59.24						
8313	19859S	617 ACTIVE911 INC.	300.00						
22/23	ALERTING	SUBSCRIPTION X20							
1	435003	08/15/22 22/23 ALERTING SUBSCRIPTION	300.00			20 62000	370		10200
		Total for Vendor:	300.00						
8275	19854S	671 ALAMEDA ELECTRICAL DIST	63.12						
1	S5379284	07/25/22 1-1/4 45D FLX CONN	179.88*			60 66000	580		10200
9900	S5377699	07/25/22 2" 45D FLEX CONN	-116.76*			60 66000	580		10200
CI	10								
8276	19854S	671 ALAMEDA ELECTRICAL DIST	118.10						
1	S5377699	07/21/22 2" 45D FLX CONN	118.10*			60 66000	580		10200
		Total for Vendor:	181.22						
8332	19860S	689 AMAZON CAPITOL SERVICES	215.58						
1HKQ-WRGP-11PQR									
1		08/01/22 TONERS, NOTEPADS, MNTR ARM	51.74			20 62000	410		10200
1HKQ-WRGP-11PQR									
2		08/01/22 TONERS, NOTEPADS, MNTR ARM	5.39			30 63000	410		10200
1HKQ-WRGP-11PQR									
3		08/01/22 TONERS, NOTEPADS, MNTR ARM	77.61			40 64000	410		10200
1HKQ-WRGP-11PQR									
4		08/01/22 TONERS, NOTEPADS, MNTR ARM	76.53			50 65000	410		10200
1HKQ-WRGP-11PQR									
5		08/01/22 TONERS, NOTEPADS, MNTR ARM	4.31			60 66000	410		10200
1HKQ-WRGP-11PQR									
		Total for Vendor:	215.58						
8329	19861S	714 AT&T MOBILITY	89.04						
FIRE CELL PHONES									
1	08102022	08/02/22 FIRE CELL PHONE - ROBERSON	44.52			20 62000	465		10200
2	08102022	08/02/22 FIRE CELL PHONE - YOUNG	44.52			20 62000	465		10200
		Total for Vendor:	89.04						

* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
8273	19855S	33 BLACK MOUNTAIN SOFTWARE	9,563.00						
Annual Maintenances Cloud, Accounting, Budget Prep., Permitting, CR, UB, SO, ACH, BILL EMAILS,									
PAYROLL 2022/2023									
1	28244	08/01/22 22/23 CSD SERVICE/SUPPORT	1,665.12			20 62000	334		10200
2	28244	08/01/22 22/23 CSD SERVICE/SUPPORT	173.45*			30 63000	334		10200
3	28244	08/01/22 22/23 CSD SERVICE/SUPPORT	2,497.68			40 64000	334		10200
4	28244	08/01/22 22/23 CSD SERVICE/SUPPORT	2,462.99			50 65000	334		10200
5	28244	08/01/22 22/23 CSD SERVICE/SUPPORT	138.76*			60 66000	334		10200
6	28244	08/01/22 22/23 UTIL SERVICE/SUPPORT	1,312.50			40 64000	334		10200
7	28244	08/01/22 22/23 UTIL SERVICE/SUPPORT	1,312.50			50 65000	334		10200
8274	19855S	33 BLACK MOUNTAIN SOFTWARE	265.00						
Annual Maintenance- SERVICE ORDERS 2022/2023									
6	28265	08/01/22 22/23 UTIL SERVICE/SUPPORT SO	132.50			40 64000	334		10200
7	28265	08/01/22 22/23 UTIL SERVICE/SUPPORT SO	132.50			50 65000	334		10200
Total for Vendor:			9,828.00						
8361	19878S	34 BLAKE'S INC	18.88						
1	1509076	08/22/22 WELL 4 PAINT SUPPLIES	18.88			50 65000	353		10200
8362	19878S	34 BLAKE'S INC	83.53						
1	1508197	08/16/22 WELL 4 PAINT AND PAINT SUPPLI	83.53			50 65000	352		10200
Total for Vendor:			102.41						
8323	19862S	340 C&N TRACTORS	49.98						
1	62101P	05/13/22 CHAINSAW REPAIR	49.98			20 62000	351		10200
Total for Vendor:			49.98						
8355	19879S	87 CALIFORNIA WATER ENVIRONMENT	95.00						
ID: 000053249I Collection System Maintenance Grade Certification Renewal Fees									
1	53249	08/22/22 KD G1 Cert Renewal Fees	95.00			40 64000	715		10200
Valve									
Total for Vendor:			95.00						

* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
8372	-99333E	416 CALPERS	700.00						
Fees for GASB-68 Reports & Schedules Customer ID: 5069981886									
1	16886516	08/18/22 GASB-68 Reports & Schedules	161.00			20 62000	325		10250
2	16886516	08/18/22 GASB-68 Reports & Schedules	14.00			30 63000	325		10250
3	16886516	08/18/22 GASB-68 Reports & Schedules	245.00			40 64000	325		10250
4	16886516	08/18/22 GASB-68 Reports & Schedules	266.00			50 65000	325		10250
5	16886516	08/18/22 GASB-68 Reports & Schedules	14.00			60 66000	325		10250
Total for Vendor:			700.00						
8291	19856S	67 CHARTER COMMUNICATIONS	119.98						
Acct# 8245 10 105 0040553 1765 Bonita Treatment Facility									
Service from 5/18/2022 - 6/17/2022									
1	0553071822	07/18/22 Internet/Voice WWTP 7/18-8	59.99			40 64000	375		10200
2	0553071822	07/18/22 Internet/Voice WWTP 7/18-8	59.99			50 65000	375		10200
8358	19880S	67 CHARTER COMMUNICATIONS	129.98						
Acct# 8245 10 105 0027311 Spectrum Business Internet/Voice									
Service 7/11/22 - 8/10/22									
1	08/11/22	Internet/Voice CSD AUGUST	64.99			40 64000	375		10200
0027311071122									
2	08/11/22	Internet/Voice CSD AUGUST	64.99			50 65000	375		10200
0027311071122									
Total for Vendor:			249.96						
8318	19863S	712 CIO SOLUTIONS	2,500.00						
RESOLUTION 2022-20									
1	96166-122	07/31/22 CLOUD MIGRATION DOWNPYMT	925.00*			20 62000	475		10200
96166-122									
2	96166-122	07/31/22 CLOUD MIGRATION DOWNPYMT	50.00			30 63000	475		10200
96166-122									
3	96166-122	07/31/22 CLOUD MIGRATION DOWNPYMT	750.00			40 64000	475		10200
96166-122									
4	96166-122	07/31/22 CLOUD MIGRATION DOWNPYMT	725.00			50 65000	475		10200
96166-122									

* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
5	96166-122	07/31/22 CLOUD MIGRATION DOWNPYMT	50.00			60 66000	475		10200
	96166-122								
8319	19863S	712 CIO SOLUTIONS	1,137.50						
		SCADA NETWORK RELOCATION							
3	96122-122	07/31/22 SCADA NETWORK RELOCATION	568.75			40 64000	475		10200
	96122-122								
4	96122-122	07/31/22 SCADA NETWORK RELOCATION	568.75			50 65000	475		10200
	96122-122								
8320	19863S	712 CIO SOLUTIONS	131.25						
		PHONE MDM SETUP							
1	96157-122	07/31/22 PHONE MDM SETUP	32.81			30 63000	305		10200
	96157-122								
2	96157-122	07/31/22 PHONE MDM SETUP	32.82			40 64000	305		10200
	96157-122								
3	96157-122	07/31/22 PHONE MDM SETUP	32.81			50 65000	305		10200
	96157-122								
4	96157-122	07/31/22 PHONE MDM SETUP	32.81			60 66000	305		10200
	96157-122								
8321	19863S	712 CIO SOLUTIONS	6,693.75						
		RESOLUTION 2022-20							
1	96120-122	07/31/22 2022-20 NETWORK REFRESH	2,476.67			20 62000	321		10200
	96120-122								
2	96120-122	07/31/22 2022-20 NETWORK REFRESH	133.88			30 63000	321		10200
	96120-122								
3	96120-122	07/31/22 2022-20 NETWORK REFRESH	2,008.13			40 64000	321		10200
	96120-122								
4	96120-122	07/31/22 2022-20 NETWORK REFRESH	1,941.19			50 65000	321		10200
	96120-122								
5	96120-122	07/31/22 2022-20 NETWORK REFRESH	133.88			60 66000	321		10200
	96120-122								

* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
8326	19863S	712 CIO SOLUTIONS	1,823.00						
1	96365-122	08/14/22 IT SUPPORT - AUGUST	674.51			20 62000	321		10200
96365-122									
2	96365-122	08/14/22 IT SUPPORT - AUGUST	36.46			30 63000	321		10200
96365-122									
3	96365-122	08/14/22 IT SUPPORT - AUGUST	546.90			40 64000	321		10200
96365-122									
4	96365-122	08/14/22 IT SUPPORT - AUGUST	528.67			50 65000	321		10200
96365-122									
5	96365-122	08/14/22 IT SUPPORT - AUGUST	36.46			60 66000	321		10200
96365-122									
8339	19863S	712 CIO SOLUTIONS	819.62						
1	96134-122	07/31/22 NETWORK RACK	819.62			20 62000	352		10200
		Total for Vendor:	13,105.12						
8333	19864S	584 CORE & MAIN LP	2,910.46						
1	R304706	08/05/22 BL09 METER X8	2,713.90*			50 65000	525		10200
2	R304706	08/05/22 UTILITY BOX X2	196.56			50 65000	353		10200
		Total for Vendor:	2,910.46						
8284	19857S	654 CULLIGAN WATER	42.95						
1	23572	07/31/22 WATER DELIVERY JULY	21.48			40 64000	305		10200
2	23572	07/31/22 WATER DELIVERY JULY	21.47			50 65000	305		10200
		Total for Vendor:	42.95						
8330	19865S	109 FERGUSON ENTERPRISES	45.05						
1	0062495-1	07/28/22 MTR BOX	45.05			50 65000	353		10200
8331	19865S	109 FERGUSON ENTERPRISES	1,250.54						
1	0062495	07/28/22 MTR BX, CNCRT LID	1,250.54			50 65000	353		10200
		Total for Vendor:	1,295.59						

* ... Over spent expenditure

Claim/ Line #	Check #	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
8294 2	19858S 282417A	112 FGL - ENVIRONMENTAL ANALYTICAL 07/28/22 WET CHEMISTRY	159.00 159.00			40 64000	355		10200
8295 1	19858S 282489A	112 FGL - ENVIRONMENTAL ANALYTICAL 08/03/22 WET CHEMISTRY	159.00 159.00			40 64000	355		10200
8296 1	19858S 282599A	112 FGL - ENVIRONMENTAL ANALYTICAL 07/28/22 METALS	70.00 70.00			40 64000	355		10200
8297 1	19858S 282597A	112 FGL - ENVIRONMENTAL ANALYTICAL 07/28/22 METALS	81.00 81.00			40 64000	355		10200
8298 1	19858S 282110A	112 FGL - ENVIRONMENTAL ANALYTICAL 07/26/22 METALS	216.00 216.00			40 64000	355		10200
8299 1	19858S 282059A	112 FGL - ENVIRONMENTAL ANALYTICAL 07/26/22 WET CHEMISTRY	159.00 159.00			40 64000	355		10200
8300 1	19858S 282725A	112 FGL - ENVIRONMENTAL ANALYTICAL 07/28/22 Metals	95.00 95.00			50 65000	358		10200
8301 1	19858S 282636A	112 FGL - ENVIRONMENTAL ANALYTICAL 07/28/22 Metals	95.00 95.00			50 65000	358		10200
8302 1	19858S 282600A	112 FGL - ENVIRONMENTAL ANALYTICAL 07/28/22 Metals	95.00 95.00			50 65000	358		10200
8303 1	19858S 282455A	112 FGL - ENVIRONMENTAL ANALYTICAL 07/26/22 Metals	95.00 95.00			50 65000	358		10200
8311 1	19866S 282831A	112 FGL - ENVIRONMENTAL ANALYTICAL 08/04/22 Metals	95.00 95.00			50 65000	358		10200

* ... Over spent expenditure

Claim/ Line #	Check Invoice	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
8312 3	19866S 282724A	112 FGL - ENVIRONMENTAL ANALYTICAL 08/04/22 COLIFORM	225.00 225.00			50 65000	359		10200
8342 1	19881S 282776A	112 FGL - ENVIRONMENTAL ANALYTICAL 08/18/22 WET CHEMISTRY	159.00 159.00			40 64000	355		10200
8343 1	19881S 282607A	112 FGL - ENVIRONMENTAL ANALYTICAL 08/18/22 METALS	205.00 205.00			40 64000	355		10200
8344 1	19881S 282997A	112 FGL - ENVIRONMENTAL ANALYTICAL 08/24/22 METALS	81.00 81.00			40 64000	355		10200
8345 1	19881S 283012A	112 FGL - ENVIRONMENTAL ANALYTICAL 08/18/22 WET CHEMISTRY	14.00 14.00			50 65000	356		10200
8346 1	19881S 283011A	112 FGL - ENVIRONMENTAL ANALYTICAL 08/18/22 WET CHEMISTRY	14.00 14.00			50 65000	357		10200
8347 1	19881S 283010A	112 FGL - ENVIRONMENTAL ANALYTICAL 08/18/22 Metals	95.00 95.00			50 65000	358		10200
Total for Vendor:			2,112.00						
8268 19836S 632 FRONTIER COMMUNICATIONS (216-5)									
Acct #805-467-2015-051216-5									
Service from 08/1/22 - 08/31/22									
SCADA									
1	AUG 2022	08/01/22 Alarm/SCADA	48.65			40 64000	310		10200
2	AUG 2022	08/01/22 Alarm/SCADA	48.65			50 65000	310		10200
Total for Vendor:			97.30						
8286 19837S 308 FRONTIER COMMUNICATIONS (412-5)									
Acct #8054672818010412-5									
Service from 7/22/22 - 8/21/22									
FS/CSD ALARM									
1	08/15/22	FS/CSD Alarm AUG	14.95			20 62000	310		10200
2	08/15/22	FS/CSD Alarm AUG	1.56			30 63000	310		10200

* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
3	08/15/22	FS/CSD Alarm AUG	22.43			40 64000	310		10200
4	08/15/22	FS/CSD Alarm AUG	22.12			50 65000	310		10200
5	08/15/22	FS/CSD Alarm AUG	1.25			60 66000	310		10200
Total for Vendor:			62.31						
8288 19838S 125 GREAT WESTERN ALARM 32.00									
GW-661 SCADA									
Service Period: 8/1/22 - 8/31/22									
1	2207005451	08/01/22 Alarm Monitoring AUG	16.00			40 64000	380		10200
2	2207005451	08/01/22 Alarm Monitoring AUG	16.00			50 65000	380		10200
8289 19838S 125 GREAT WESTERN ALARM 83.16									
A0702 UTILITIES EMERGENCY									
Service Period: 8/01/22 - 8/31/22									
Inv 220602242101									
1	2207022421	08/01/22 Answering Service AUG	41.58			40 64000	380		10200
2	2207022421	08/01/22 Answering Service AUG	41.58			50 65000	380		10200
8365 19882S 125 GREAT WESTERN ALARM 83.16									
A0702 UTILITIES EMERGENCY									
Service Period: 9/01/22 - 9/31/22									
Inv 220802242101									
1	2208022421	09/01/22 Answering Service SEPT	41.58			40 64000	380		10200
2	2208022421	09/01/22 Answering Service SEPT	41.58			50 65000	380		10200
Total for Vendor:			198.32						
8317 19867S 724 HYDROPRO SOLUTIONS WEST INC 2,810.04									
1	0001056-IN	08/05/22 WATER METERS	2,810.04*			50 65000	525		10200
Total for Vendor:			2,810.04						
8328 19868S 147 JB DEWAR 1,589.75									
1	214361	07/30/22 Clear Diesel- 148.3 GAL	857.31			20 62000	485		10200
2	214361	07/30/22 Clear Diesel- 63.35 GAL	366.22			40 64000	485		10200
3	214361	07/30/22 Clear Diesel- 63.35 GAL	366.22			50 65000	485		10200
Total for Vendor:			1,589.75						

* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
8267	19839S	633 KELLY-MOORE PAINTS	107.63						
1	123417	08/02/22 PAINT	107.63			50 65000	352		10200
		Total for Vendor:	107.63						
8265	19840S	646 MISSION UNIFORM SERVICE	50.29						
		Uniforms; Dodds, Sobotka, Pittman, Paslay							
1	517517395	07/06/22 Employee Uniforms	1.00			30 63000	495		10200
2	517517395	07/06/22 Employee Uniforms	24.14			40 64000	495		10200
4	517517395	07/06/22 Employee Uniforms	24.15			50 65000	495		10200
5	517517395	07/06/22 Employee Uniforms	1.00			60 66000	495		10200
8266	19840S	646 MISSION UNIFORM SERVICE	53.29						
		Uniforms; Dodds, Sobotka, Pittman, Paslay							
1	07/27/22	UNIFORMS	1.06			30 63000	495		10200
517475191									
2	07/27/22	UNIFORMS	25.58			40 64000	495		10200
517475191									
3	07/27/22	UNIFORMS	25.58			50 65000	495		10200
517475191									
4	07/27/22	UNIFORMS	1.07			60 66000	495		10200
517475191									
8310	19869S	646 MISSION UNIFORM SERVICE	50.29						
		Uniforms; Dodds, Sobotka, Pittman, Paslay							
1	517559902	08/10/22 Employee Uniforms	1.00			30 63000	495		10200
2	517559902	08/10/22 Employee Uniforms	24.14			40 64000	495		10200
4	517559902	08/10/22 Employee Uniforms	24.15			50 65000	495		10200
5	517559902	08/10/22 Employee Uniforms	1.00			60 66000	495		10200
8340	19883S	646 MISSION UNIFORM SERVICE	50.29						
		Uniforms; Dodds, Sobotka, Pittman, Paslay							
1	517601977	08/17/22 Employee Uniforms	1.00			30 63000	495		10200
2	517601977	08/17/22 Employee Uniforms	24.14			40 64000	495		10200
4	517601977	08/17/22 Employee Uniforms	24.15			50 65000	495		10200
5	517601977	08/17/22 Employee Uniforms	1.00			60 66000	495		10200

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8341	19883S	646 MISSION UNIFORM SERVICE	50.29						
		Uniforms; Dodds, Sobotka, Pittman, Paslay							
1	517645727	08/24/22 Employee Uniforms	1.00			30 63000	495		10200
2	517645727	08/24/22 Employee Uniforms	24.14			40 64000	495		10200
4	517645727	08/24/22 Employee Uniforms	24.15			50 65000	495		10200
5	517645727	08/24/22 Employee Uniforms	1.00			60 66000	495		10200
		Total for Vendor:	254.45						
8290	19841S	17 N. REX AWALT CORPORATION	20.03						
1	20556	07/26/22 3/4" COUPLERS 40 PVC	20.03			30 63000	353		10200
8325	19870S	17 N. REX AWALT CORPORATION	7.19						
1	20575	07/31/22 2X4 NIPPLE GALV	7.19			50 65000	353		10200
		Total for Vendor:	27.22						
8324	19871S	725 NRB DRAFTING SERVICES, INC	1,275.00						
		FIRE STATION DEMO PERMIT							
1	22-06/03-0	08/10/22 FIRE STATION DEMO PERMIT	1,275.00			20 62000	352		10200
		Total for Vendor:	1,275.00						
8356	19884S	208 PG&E #6480-8	1,102.69						
		Acct #8565976480-8							
1	08/17/22	12th & K 8565976725	9.74			30 63000	381		10200
2	08/17/22	11TH STREET - 8562053214	48.01			30 63000	381		10200
3	08/17/22	RIO MESA CIR - 8564394360	23.81			30 63000	381		10200
4	08/17/22	VERDE/RIO MESA - 8560673934	59.51			30 63000	381		10200
5	08/17/22	Mission Heights - 8565976482	172.22			30 63000	381		10200
6	08/17/22	Tract 2605 - 8565976109	36.90			30 63000	381		10200
7	08/17/22	9898 River Rd. - 8565976002	355.36			30 63000	381		10200
8	08/17/22	9898 River Rd. - 8565976004	44.20			30 63000	381		10200
9	08/17/22	9898 River Rd. - 8565976008	208.73			30 63000	381		10200
10	08/17/22	9898 River Rd. - 8565976014	71.95			30 63000	381		10200
11	08/17/22	9898 River Rd. - 8565976481	51.70			30 63000	381		10200
12	08/17/22	9898 River Rd. - 8565976483	20.56			30 63000	381		10200
		Total for Vendor:	1,102.69						

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8357	19885S	209 PG&E #6851-8	13,723.65						
Acct #3675186851-8									
1	08/18/22	Old Fire Station/1297 L St	25.40			20 62000	381		10200
2	08/18/22	Fire Station/1150 Mission	9.86			20 62000	381		10200
3	08/18/22	Water Works #1/Well 3	2,723.38			50 65000	381		10200
4	08/18/22	Bonita Pl & 16th/Well 4	2,157.94			50 65000	381		10200
5	08/18/22	N St/WWTF	8,003.94			40 64000	381		10200
6	08/18/22	2HP Booster Station	9.86			50 65000	381		10200
7	08/18/22	Mission Heights Booster	9.90			50 65000	381		10200
8	08/18/22	14th St. & K St.	103.58			50 65000	381		10200
9	08/18/22	942 Soka Way lift station	104.41			40 64000	379		10200
10	08/18/22	Missn & 12th Lanscape~St light	115.35			30 63000	381		10200
11	08/18/22	SLT Well	460.03			50 65000	381		10200
Total for Vendor:			13,723.65						
8327	19872S	651 PITTMAN, DUSTIN	95.00						
1	428443	08/15/22 CWEA G1 CERT Reimbursement	95.00			40 64000	715		10200
8360	19886S	651 PITTMAN, DUSTIN	190.26						
1	08/25/22	UNIFORM PANTS	95.13			40 64000	495		10200
2	08/25/22	UNIFORM PANTS	95.13			50 65000	495		10200
Total for Vendor:			285.26						
8279	19842S	585 PRW STEEL SUPPLY	564.37						
1	404807	07/25/22 GENR. RISER	564.37*			60 66000	580		10200
Total for Vendor:			564.37						
8293	19843S	481 SAN MIGUEL COMMUNITY SERVICES	100.00						
1	07/22/22	BANNER PERMIT- CONSERV WATER	100.00*			50 65000	393		10200
8348	19887S	481 SAN MIGUEL COMMUNITY SERVICES	4.77						
01001-00									
1	08/15/22	1144 Mission Street	4.77			20 62000	384		10200

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Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
8349 01004-00	19887S	481 SAN MIGUEL COMMUNITY SERVICES	286.73						
1	08/15/22	1150 Mission Street	143.36			50 65000	384		10200
2	08/15/22	1150 Mission Street	143.37			40 64000	384		10200
8350 01004B-00	19887S	481 SAN MIGUEL COMMUNITY SERVICES	2.00						
1	1004B-00	08/15/22 1150 Mission Street	2.00			20 62000	384		10200
8351 20547-00	19887S	481 SAN MIGUEL COMMUNITY SERVICES	1,105.49						
1	08/15/22	1203 Mission St Irrigation Mtr	1,105.49			30 63000	384		10200
8352	19887S	481 SAN MIGUEL COMMUNITY SERVICES	54.09						
1	08/15/22	942 Soka Way	54.09			40 64000	384		10200
8353 Acct#27475-00	19887S	481 SAN MIGUEL COMMUNITY SERVICES	57.09						
1	08/15/22	1765 Bonita	57.09			40 64000	384		10200
8354 ACCT# 27476-00	19887S	481 SAN MIGUEL COMMUNITY SERVICES	130.70						
1	08/15/22	1199 Mission Irrigation Meter	130.70			30 63000	384		10200
		Total for Vendor:	1,740.87						
8269 ACCT# 318691	19844S	238 SAN MIGUEL GARBAGE	116.68						
1	080122	08/01/22 AUGUST 2022	58.34			40 64000	383		10200
2	080122	08/01/22 AUGUST 2022	58.34			50 65000	383		10200
		Total for Vendor:	116.68						
8309 Dispatch agreement with San Miguel Fire Department FY 22/23	19873S	440 SLO COUNTY FIRE	15,074.80						
1	1624	08/11/22 FIRE DISPATCH AGREEMENT 22/23	15,074.80			20 62000	370		10200
		Total for Vendor:	15,074.80						

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8334	19874S 999999	SMITH, NICOLE & CHRISTOPHER	47.53						
		Water & Sewer deposit refund							
		1963 SBV ST							
27389-06									
2	27389-06 08/15/22	W&S DEPOSIT REFUND 1963 SBV	23.76			50 20550			10200
3	27389-06 08/15/22	W&S DEPOSIT REFUND 1963 SBV	23.77			40 20550			10200
		Total for Vendor:	47.53						
8359	19888S 606	SOBOTKA, MICHAEL	439.53						
		UNIFORM PANT&BOOTS PER MOU							
1	082522 08/25/22	UNIFORM PANT&BOOTS PER MOU	219.76			40 64000	495		10200
2	082522 08/25/22	UNIFORM PANT&BOOTS PER MOU	219.77			50 65000	495		10200
		Total for Vendor:	439.53						
8271	19845S 657	SOUTHERN CALIFORNIA GAS COMPANY	35.24						
1	0630707762 07/24/22	JULY SLT WELL	35.24			50 65000	396		10200
8272	19845S 657	SOUTHERN CALIFORNIA GAS COMPANY	416.57						
3	6309852306 07/23/22	WELL 3 NATURAL GAS	416.57			50 65000	396		10200
		Total for Vendor:	451.81						
8285	19846S 565	STAR DRUG TESTING, INC.	45.00						
		New Employees VALENCIA							
3	67700 07/29/22	New Employee Drug Test KV	22.50			40 64000	329		10200
4	67700 07/29/22	New Employee Drug Test KV	22.50			50 65000	329		10200
8314	19875S 565	STAR DRUG TESTING, INC.	45.00						
		New Employees JAP							
3	67069 05/13/22	New Employee Drug Test JAP	22.50			40 64000	329		10200
4	67069 05/13/22	New Employee Drug Test JAP	22.50			50 65000	329		10200
		Total for Vendor:	90.00						
8287	19847S 695	STONE IT SOLUTIONS	200.00						
1	2221 07/28/22	SCADA ATA INSTALL WWTF	100.00			40 64000	305		10200
2	2221 07/28/22	SCADA ATA INSTALL WWTF	100.00			50 65000	305		10200
		Total for Vendor:	200.00						

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8283 1	19848S 15042	707 SUPERB GRAPHICS INC 07/20/22 CONSERVE WATER BANNER	1,011.34 1,011.34*			50 65000	393		10200
8316 1	19876S 15049	707 SUPERB GRAPHICS INC 07/25/22 CONSERVE WATER SIGNS X2	690.56 690.56			50 65000	395		10200
		Total for Vendor:	1,701.90						
8281 1	19849S 122-1051	282 THE BLUEPRINTER 07/12/22 FIRE PLANS	16.31 16.31			20 62000	352		10200
8282 1	19849S 22-749	282 THE BLUEPRINTER 07/15/22 UPDATE LOGO TO VECTOR	54.38 54.38*			50 65000	393		10200
		Total for Vendor:	70.69						
8336 1	19877S 50445212	298 UNIVAR USA INC 08/31/22 SOD HYPO 12.5%Liquichlor	866.02 866.02			50 65000	481		10200
8337 1	19877S 50445213	298 UNIVAR USA INC 08/31/22 SOD HYPO 12.5%Liquichlor	782.23 782.23			50 65000	482		10200
8338 1	19877S 20445211	298 UNIVAR USA INC 08/31/22 SOD HYPO 12.5%Liquichlor	709.92 709.92			50 65000	483		10200
		Total for Vendor:	2,358.17						
8304 1	19850S RR JUL2022	301 US BANK 07/22/22 LOWES- SHELIVING	704.70 704.70			20 62000	352		10200
8306 1	19850S TP STATEMENT DATE	301 US BANK 07/22/22 ZOOM - BOARD MEETINGS	1,150.95 3.07			20 62000	385		10200
		2 TP JUL22 07/22/22 ZOOM - BOARD MEETINGS	0.30			30 63000	385		10200
		3 TP JUL22 07/22/22 ZOOM - BOARD MEETINGS	5.70			40 64000	385		10200
		4 TP JUL22 07/22/22 ZOOM - BOARD MEETINGS	5.62			50 65000	385		10200
		5 TP JUL22 07/22/22 ZOOM - BOARD MEETINGS	0.30			60 66000	385		10200
		6 TP JUL22 07/22/22 RINGCENTRAL JULY PHONE	76.45			20 62000	310		10200

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Claim/ Line #	Check	Invoice	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
7	TP JUL22	07/22/22	RINGCENTRAL JULY PHONE	7.96			30 63000	310		10200
8	TP JUL22	07/22/22	RINGCENTRAL JULY PHONE	114.68			40 64000	310		10200
9	TP JUL22	07/22/22	RINGCENTRAL JULY PHONE	113.08			50 65000	310		10200
10	TP JUL22	07/22/22	RINGCENTRAL JULY PHONE	6.37			60 66000	310		10200
11	TP JUL22	07/22/22	USPS- STAMPS, CALPERS	16.19			20 62000	315		10200
12	TP JUL22	07/22/22	USPS- STAMPS, CALPERS	1.68			30 63000	315		10200
13	TP JUL22	07/22/22	USPS- STAMPS, CALPERS	24.27			40 64000	315		10200
14	TP JUL22	07/22/22	USPS- STAMPS, CALPERS	23.93			50 65000	315		10200
15	TP JUL22	07/22/22	USPS- STAMPS, CALPERS	1.35			60 66000	315		10200
16	TP JUL22	07/22/22	WEYRICK TITLE	180.00			20 62000	305		10200
17	TP JUL22	07/22/22	WEYRICK TITLE	18.75			30 63000	305		10200
18	TP JUL22	07/22/22	WEYRICK TITLE	270.00			40 64000	305		10200
19	TP JUL22	07/22/22	WEYRICK TITLE	266.25			50 65000	305		10200
20	TP JUL22	07/22/22	WEYRICK TITLE	15.00			60 66000	305		10200
8307 19850S 301 US BANK				1,214.48						
KD STATEMENT DATE 07/22/2022										
1	KD JUL22	07/22/22	SITEONE- IRRG VALVE MISSION	110.37			30 63000	353		10200
2	KD JUL22	07/22/22	DG- DRINKING WATER	7.35			40 64000	305		10200
3	KD JUL22	07/22/22	DG- DRINKING WATER	7.35			50 65000	305		10200
4	KD JUL22	07/22/22	LOWES- MORTAR, ALUM LINE	56.68			50 65000	353		10200
5	KD JUL22	07/22/22	OREILLY- VAC TRAILER	4.34			40 64000	351		10200
6	KD JUL22	07/22/22	OREILLY- VAC TRAILER	15.21			40 64000	351		10200
7	KD JUL22	07/22/22	LOWES- GRAFFITI REPAIR WELL4	42.80			50 65000	353		10200
8	KD JUL22	07/22/22	LOWES- DRIVEWAY RESURFACER	35.87			50 65000	353		10200
9	KD JUL22	07/22/22	AM WATER COLLEGE	249.99			50 65000	386		10200
10	KD JUL22	07/22/22	DMV	11.77			40 64000	715		10200
11	KD JUL22	07/22/22	DMV	11.76			50 65000	715		10200
12	KD JUL22	07/22/22	COSTCO- WATER	267.99			40 64000	305		10200
13	KD JUL22	07/22/22	COSTCO- WATER	268.00			50 65000	350		10200
14	KD JUL22	07/22/22	ABPA- BACKFLOW TESTER	100.00			50 65000	715		10200
15	KD JUL22	07/22/22	ABPA- FIELD TESTER	25.00			50 65000	715		10200
8308 19850S 301 US BANK				1,471.43						
SY STATEMENT DATE 7/22/22										
1	SY JUL22	07/22/22	AMZN- RESPIR TUBES	270.18			20 62000	450		10200
2	SY JUL22	07/22/22	SPOKEO SEARCH	0.95			20 62000	305		10200

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3	SY JUL22 07/22/22	AMZN- BP CUFF, BANDAGES	145.14			20 62000	450		10200
4	SY JUL22 07/22/22	SPOKEO SEARCH	24.95			20 62000	305		10200
5	SY JUL22 07/22/22	DOS HERMANOS 22-198	135.00*			20 62000	335		10200
6	SY JUL22 07/22/22	IMS- NAME TAGS	54.00*			20 62000	348		10200
7	SY JUL22 07/22/22	AMZN- LED FLASHLIGHT X5	682.65			20 62000	351		10200
8	SY JUL22 07/22/22	AMZN- MAGNETIC MIC	128.55			20 62000	470		10200
9	SY JUL22 07/22/22	SAN PASO DEF E8668	30.01			20 62000	485		10200
8367	19889S	301 US BANK	430.33						
		RR STATEMENT DATE 8/22/2022							
1	RR AUG2022 08/22/22	TRACTOR SUPPLY- VEH CLEANE	54.33			20 62000	354		10200
2	RR AUG2022 08/22/22	MANNY'S PIZZA- INC# 011678	76.00*			20 62000	335		10200
3	RR AUG2022 08/22/22	EMSP- RR PARAMEDIC LIC	300.00			20 62000	385		10200
8368	19889S	301 US BANK	4,310.85						
		TP STATEMENT DATE 8/22/2022							
1	TP AUG22 08/22/22	ZOOM - BOARD MEETINGS	3.07			20 62000	385		10200
2	TP AUG22 08/22/22	ZOOM - BOARD MEETINGS	0.30			30 63000	385		10200
3	TP AUG22 08/22/22	ZOOM - BOARD MEETINGS	5.70			40 64000	385		10200
4	TP AUG22 08/22/22	ZOOM - BOARD MEETINGS	5.62			50 65000	385		10200
5	TP AUG22 08/22/22	ZOOM - BOARD MEETINGS	0.30			60 66000	385		10200
6	TP AUG22 08/22/22	RINGCENTRAL AUG PHONE	77.57			20 62000	310		10200
7	TP AUG22 08/22/22	RINGCENTRAL AUG PHONE	8.08			30 63000	310		10200
8	TP AUG22 08/22/22	RINGCENTRAL AUG PHONE	116.35			40 64000	310		10200
9	TP AUG22 08/22/22	RINGCENTRAL AUG PHONE	114.74			50 65000	310		10200
10	TP AUG22 08/22/22	RINGCENTRAL AUG PHONE	6.46			60 66000	310		10200
11	TP AUG22 08/22/22	USPS- STAMPS	28.80			20 62000	315		10200
12	TP AUG22 08/22/22	USPS- STAMPS	3.00			30 63000	315		10200
13	TP AUG22 08/22/22	USPS- STAMPS	43.20			40 64000	315		10200
14	TP AUG22 08/22/22	USPS- STAMPS	42.60			50 65000	315		10200
15	TP AUG22 08/22/22	USPS- STAMPS	2.40			60 66000	315		10200
16	TP AUG22 08/22/22	KATOM- ICE MACHINE	199.21			30 63000	305		10200
17	TP AUG22 08/22/22	KATOM- ICE MACHINE	1,792.86			40 64000	305		10200
18	TP AUG22 08/22/22	KATOM- ICE MACHINE	1,792.86			50 65000	305		10200
19	TP AUG22 08/22/22	KATOM- ICE MACHINE	199.21			60 66000	305		10200
20	TP AUG22 08/22/22	CSDA- TP CONFERENCE	144.00			20 62000	386		10200
21	TP AUG22 08/22/22	CSDA- TP CONFERENCE	15.00			30 63000	386		10200

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22	TP AUG22 08/22/22	CSDA- TP CONFERENCE	216.00			40 64000	386		10200
23	TP AUG22 08/22/22	CSDA- TP CONFERENCE	213.00			50 65000	386		10200
24	TP AUG22 08/22/22	CSDA- TP CONFERENCE	12.00			60 66000	386		10200
27	TP AUG22 08/22/22	BUY ROLLS- THERMAL PAPER	39.65			40 64000	410		10200
28	TP AUG22 08/22/22	BUY ROLLS- THERMAL PAPER	39.65			50 65000	410		10200
30	TP AUG22 08/22/22	MICROSOFT 365 CREDIT	-218.58*			20 62000	475		10200
31	TP AUG22 08/22/22	MICROSOFT 365 CREDIT	-22.77			30 63000	475		10200
32	TP AUG22 08/22/22	MICROSOFT 365 CREDIT	-327.88			40 64000	475		10200
33	TP AUG22 08/22/22	MICROSOFT 365 CREDIT	-323.33			50 65000	475		10200
34	TP AUG22 08/22/22	MICROSOFT 365 CREDIT	-18.22			60 66000	475		10200
35	TP AUG22 08/22/22	CSDA MH HR CLASS	24.00			20 62000	386		10200
36	TP AUG22 08/22/22	CSDA MH HR CLASS	2.50			30 63000	386		10200
37	TP AUG22 08/22/22	CSDA MH HR CLASS	36.00			40 64000	386		10200
38	TP AUG22 08/22/22	CSDA MH HR CLASS	35.50			50 65000	386		10200
39	TP AUG22 08/22/22	CSDA MH HR CLASS	2.00			60 66000	386		10200
8369	19889S	301 US BANK	527.13						
KD STATEMENT DATE 08/22/2022									
1	KD AUG22 08/22/22	LOWES- RO FILTER	4.98			20 62000	352		10200
2	KD AUG22 08/22/22	LOWES- SS STAIN OIL	4.35			30 63000	353		10200
3	KD AUG22 08/22/22	LOWES- 2X25 19-GA	87.96			30 63000	353		10200
4	KD AUG22 08/22/22	LOWES- SHOVEL	14.71			40 64000	490		10200
5	KD AUG22 08/22/22	LOWES- SHOVEL	14.71			50 65000	490		10200
6	KD AUG22 08/22/22	FINLEY FAMILY NURSERY- GATEW	200.00			30 63000	353		10200
7	KD AUG22 08/22/22	LOWES- PS 69IN PST	21.74			40 64000	490		10200
8	KD AUG22 08/22/22	LOWES- PS 69IN PST	21.74			50 65000	490		10200
9	KD AUG22 08/22/22	LOWES- DOWEL, GLUE, PHIL WS	17.20			30 63000	353		10200
10	KD AUG22 08/22/22	OAK CNTY LUMBER- 2 RAILS	56.09			30 63000	353		10200
11	KD AUG22 08/22/22	LOWES- CAT5 COUPLER, DATA MO	41.82			40 64000	475		10200
12	KD AUG22 08/22/22	LOWES- CAT5 COUPLER, DATA MO	41.83			50 65000	475		10200
8370	19889S	301 US BANK	671.61						
SY STATEMENT DATE 8/22/22									
1	SY AUG22 08/22/22	AMZN- AA/AAA BATTERIES	64.32			20 62000	305		10200
2	SY AUG22 08/22/22	AMZN- WOUND CARE, DRESSING	83.66			20 62000	450		10200
3	SY AUG22 08/22/22	AMZN- AAA, 123 BATTERIES	111.40			20 62000	305		10200
4	SY AUG22 08/22/22	CURTIS- RING REMOVAL	343.03			20 62000	351		10200

* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
5	SY AUG22 08/22/22	DOLLAR GENERAL- WATER, GATOR	59.75			20 62000	305		10200
6	SY AUG22 08/22/22	USPS- UNKNOWN	9.45			20 62000	315		10200
Total for Vendor:			10,481.48						
8277	19851S	303 USA BLUEBOOK	913.31						
LS-10		LEVEL TRANSMITTER							
1	52451 07/21/22	LS-10 LEVEL TRANSMITTER	913.31			50 65000	351		10200
8278	19851S	303 USA BLUEBOOK	315.25						
LS-10		LEVEL TRANSMITTER							
1	55468 07/25/22	PUMP TUBE	105.09			50 65000	356		10200
2	55468 07/25/22	PUMP TUBE	105.08			50 65000	357		10200
3	55468 07/25/22	PUMP TUBE	105.08			50 65000	358		10200
Total for Vendor:			1,228.56						
8270	19852S	327 VALLI INFORMATION SYSTEMS	136.50						
Web Posting Service and Postage for JULY Billing									
1		Web Posting, Postage JUNE	0.00			40 64000	374		10200
2		Web Posting, Postage JUNE	0.00			50 65000	374		10200
3		Printing JUNE	0.00			40 64000	374		10200
4		Printing JUNE	0.00			50 65000	374		10200
5	83622 07/31/22	OTC/Online Monthly Maintenance	37.50			40 64000	334		10200
6	83622 07/31/22	OTC/Online Monthly Maintenance	37.50			50 65000	334		10200
7		Printed insert RATE CHANGE	0.00			40 64000	395		10200
8		Printed insert RATE CHANGE	0.00			50 65000	395		10200
9		Printed insert BOARD ELECTIONS	0.00			20 62000	395		10200
10		Printed insert BOARD ELECTIONS	0.00			30 63000	395		10200
11		Printed insert BOARD ELECTIONS	0.00			40 64000	395		10200
12		Printed insert BOARD ELECTIONS	0.00			50 65000	395		10200
13		Printed insert BOARD ELECTIONS	0.00			60 66000	395		10200
14		Printed insert COMM CLEAN-UP	0.00			60 66000	395		10200
15	83622 07/31/22	IVR SERVICE FEE	30.75			40 64000	374		10200
16	83622 07/31/22	IVR SERVICE FEE	30.75			50 65000	374		10200

* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
8292	19852S	327 VALLI INFORMATION SYSTEMS	715.94						
		Web Posting Service and Postage for JULY Billing							
1	83359 07/22/22	Web Posting, Postage JUNE	203.29			40 64000	374		10200
2	83359 07/22/22	Web Posting, Postage JUNE	203.30			50 65000	374		10200
3	83359 07/22/22	Printing JUNE	104.28			40 64000	374		10200
4	83359 07/22/22	Printing JUNE	104.28			50 65000	374		10200
5		OTC/Online Monthly Maintenance	0.00			40 64000	334		10200
6		OTC/Online Monthly Maintenance	0.00			50 65000	334		10200
7		Printed insert RATE CHANGE	0.00			40 64000	395		10200
8		Printed insert RATE CHANGE	0.00			50 65000	395		10200
9	83359 07/22/22	Printed insert BOARD ELECTIONS	12.10			20 62000	395		10200
10	83359 07/22/22	Printed insert BOARD ELECTIONS	1.26			30 63000	395		10200
11	83359 07/22/22	Printed insert BOARD ELECTIONS	18.14			40 64000	395		10200
12	83359 07/22/22	Printed insert BOARD ELECTIONS	17.89			50 65000	395		10200
13	83359 07/22/22	Printed insert BOARD ELECTIONS	1.00			60 66000	395		10200
14	83359 07/22/22	Printed insert RATE CHANGE	25.20			40 64000	395		10200
15	83359 07/22/22	Printed insert RATE CHANGE	25.20			50 65000	395		10200
16		IVR SERVICE FEE	0.00			40 64000	374		10200
17		IVR SERVICE FEE	0.00			50 65000	374		10200
8366	19890S	327 VALLI INFORMATION SYSTEMS	721.34						
		Web Posting Service and Postage for AUGUST Billing							
1	83867 08/24/22	Web Posting, Postage JUNE	195.59			40 64000	374		10200
2	83867 08/24/22	Web Posting, Postage JUNE	195.59			50 65000	374		10200
3	83867 08/24/22	Printing JUNE	108.72			40 64000	374		10200
4	83867 08/24/22	Printing JUNE	108.73			50 65000	374		10200
5	83867 08/24/22	OTC/Online Monthly Maintenance	111.96			40 64000	334		10200
6		OTC/Online Monthly Maintenance	0.00			50 65000	334		10200
7		Printed insert RATE CHANGE	0.00			40 64000	395		10200
8		Printed insert RATE CHANGE	0.00			50 65000	395		10200
9		Printed insert BOARD ELECTIONS	0.00			20 62000	395		10200
10		Printed insert BOARD ELECTIONS	0.00			30 63000	395		10200
11		Printed insert BOARD ELECTIONS	0.00			40 64000	395		10200
12		Printed insert BOARD ELECTIONS	0.00			50 65000	395		10200
13		Printed insert BOARD ELECTIONS	0.00			60 66000	395		10200
14		Printed insert COMM CLEAN-UP	0.00			60 66000	395		10200

* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
15	83867	08/24/22 IVR SERVICE FEE	0.37			40 64000	374		10200
16	83867	08/24/22 IVR SERVICE FEE	0.38			50 65000	374		10200
Total for Vendor:			1,573.78						
8373 -99332E 511 VERIZON TABLETS: FIRE x2 07/09/22 ~ 08/08/22			50.04						
1	9912963589	08/08/22 RR DATA PLAN	25.02			20 62000	465		10200
2	9912963589	08/08/22 SY DATA PLAN	25.02			20 62000	465		10200
8374 -99331E 511 VERIZON TABLETS: UTILITIES x4 CELL PHONE: TMP, MS, TP, KD, DP 07/09/22 - 08/08/22			325.33						
1	9912963588	08/08/22 TABLETS UTILITY JULY X4	20.04			40 64000	310		10200
2	9912963588	08/08/22 TABLETS UTILITY JULY X4	20.04			50 65000	310		10200
3	9912963588	08/08/22 UTILITIES CELL PHONES	4.08			30 63000	465		10200
4	9912963588	08/08/22 UTILITIES CELL PHONES	97.86			40 64000	465		10200
5	9912963588	08/08/22 UTILITIES CELL PHONES	97.86			50 65000	465		10200
6	9912963588	08/08/22 UTILITIES CELL PHONES	4.08			60 66000	465		10200
7	9912963588	08/08/22 T PARENT CELL PHONE	11.05			20 62000	465		10200
8	9912963588	08/08/22 T PARENT CELL PHONE	1.02			30 63000	465		10200
9	9912963588	08/08/22 T PARENT CELL PHONE	19.27			40 64000	465		10200
10	9912963588	08/08/22 T PARENT CELL PHONE	19.01			50 65000	465		10200
11	9912963588	08/08/22 T PARENT CELL PHONE	1.02			60 66000	465		10200
12	9912963588	08/08/22 4GB DATA PLAN	0.60			30 63000	465		10200
13	9912963588	08/08/22 4GB DATA PLAN	14.40			40 64000	465		10200
14	9912963588	08/08/22 4GB DATA PLAN	14.40			50 65000	465		10200
15	9912963588	08/08/22 4GB DATA PLAN	0.60			60 66000	465		10200
Total for Vendor:			375.37						
8363	19891S	726 VINCENT COMMUNICATIONS	138.34						
1	84642	08/23/22 BK M150 MIC REPAIR	138.34			20 62000	351		10200

* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
8364	19891S	726 VINCENT COMMUNICATIONS	203.97						
1	84643	08/23/22 BK M150 MIC REPAIR	203.97			20 62000	351		10200
		Total for Vendor:	342.31						
8280	19853S	317 WESTERN JANITOR SUPPLY INC	203.88						
1	196792	07/28/22 CLEANING GOODS	136.48			20 62000	351		10200
2	196792	07/28/22 CLEANING GOODS	33.70			40 64000	351		10200
3	196792	07/28/22 CLEANING GOODS	33.70			50 65000	351		10200
		Total for Vendor:	203.88						
8315	-99334E	612 WEX BANK	1,149.53						
		FUEL BILL CLOSING DATE: 08/07/22							
1	82953485	08/07/22 Fuel 8600 JULY	209.05			20 62000	485		10200
2	82953485	08/07/22 Fuel 8601 JULY	152.64			20 62000	485		10200
3	82953485	08/07/22 Fuel 8630 JULY	58.72			20 62000	485		10200
4	82953485	08/07/22 FUEL OES	0.00			20 62000	307		10200
5	82953485	08/07/22 Fuel U8632 JULY	181.72			40 64000	485		10200
8	82953485	08/07/22 Fuel U8632 JULY	181.73			50 65000	485		10200
9	82953485	08/07/22 Fuel U8634 JULY	37.96			40 64000	485		10200
10	82953485	08/07/22 Fuel U8634 JULY	37.97			50 65000	485		10200
11	82953485	08/07/22 Fuel U8636 JULY	150.86			50 65000	485		10200
12	82953485	08/07/22 Fuel U8636 JULY	150.87			40 64000	485		10200
13	82953485	08/07/22 REBATE ADJUSTMENT	-4.34			20 62000	485		10200
14	82953485	08/07/22 REBATE ADJUSTMENT	-3.82			40 64000	485		10200
15	82953485	08/07/22 REBATE ADJUSTMENT	-3.83			50 65000	485		10200
		Total for Vendor:	1,149.53						
8371	19892S	473 WHITE BRENNER LLP	10,287.60						
		FOR LEGAL SERVICES JULY 2022							
2		SOLID WASTE LEGAL	0.00			60 66000	327		10200
3		SOLID WASTE LEGAL SB3183	0.00			60 66000	327		10200
4		Water Legal- GSA MEETING	0.00			50 65000	327		10200
6	45912	JULY 08/18/22 HR LEGAL	104.83*			20 62000	333		10200
7	45912	JULY 08/18/22 HR LEGAL	10.92			30 63000	333		10200

* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
8	45912 JULY 08/18/22	HR LEGAL	157.25			40 64000	333		10200
9	45912 JULY 08/18/22	HR LEGAL	155.06			50 65000	333		10200
10	45912 JULY 08/18/22	HR LEGAL	8.74			60 66000	333		10200
11		SEWER/WATER BILLING	0.00			40 64000	327		10200
12		SEWER/WATER BILLING	0.00			50 65000	327		10200
13		COVID-19: BILL FEES/LIENS	0.00			40 64000	327		10200
14		COVID-19: BILL FEES/LIENS	0.00			50 65000	327		10200
15	45912 JULY 08/18/22	CEQA NOTICE/COMPLIANCE	252.00			40 64000	327		10200
16		ADU	0.00			40 64000	327		10200
17		ADU	0.00			50 65000	327		10200
18	45912 JULY 08/18/22	General Legal - RECALL	314.50			20 62000	327		10200
19	45912 JULY 08/18/22	General Legal - RECALL	32.76			30 63000	327		10200
20	45912 JULY 08/18/22	General Legal - RECALL	471.74			40 64000	327		10200
21	45912 JULY 08/18/22	General Legal - RECALL	465.19			50 65000	327		10200
22	45912 JULY 08/18/22	General Legal - RECALL	26.20			60 66000	327		10200
23	45912 JULY 08/18/22	General Legal - BOARD MEET	169.34			20 62000	327		10200
24	45912 JULY 08/18/22	General Legal - BOARD MEET	17.64			30 63000	327		10200
25	45912 JULY 08/18/22	General Legal - BOARD MEET	254.02			40 64000	327		10200
26	45912 JULY 08/18/22	General Legal - BOARD MEET	250.49			50 65000	327		10200
27	45912 JULY 08/18/22	General Legal - BOARD MEET	14.11			60 66000	327		10200
28		General Legal - ADMIN	0.00			20 62000	327		10200
29		General Legal - ADMIN	0.00			30 63000	327		10200
30		General Legal - ADMIN	0.00			40 64000	327		10200
31		General Legal - ADMIN	0.00			50 65000	327		10200
32		General Legal - ADMIN	0.00			60 66000	327		10200
33	45912 JULY 08/18/22	General Legal - BOARD	56.45			20 62000	327		10200
34	45912 JULY 08/18/22	General Legal - BOARD	5.88			30 63000	327		10200
35	45912 JULY 08/18/22	General Legal - BOARD	84.67			40 64000	327		10200
36	45912 JULY 08/18/22	General Legal - BOARD	83.50			50 65000	327		10200
37	45912 JULY 08/18/22	General Legal - BOARD	4.70			60 66000	327		10200
38	45915 JULY 08/18/22	General Legal - PUBLIC REC	90.67			20 62000	319		10200
39	45915 JULY 08/18/22	General Legal - PUBLIC REC	9.44			30 63000	319		10200
40	45915 JULY 08/18/22	General Legal - PUBLIC REC	136.00			40 64000	319		10200
41	45915 JULY 08/18/22	General Legal - PUBLIC REC	134.12			50 65000	319		10200
42	45915 JULY 08/18/22	General Legal - PUBLIC REC	7.55			60 66000	319		10200
43	45914 JULY 08/18/22	General Legal - HR	286.46*			20 62000	333		10200
44	45914 JULY 08/18/22	General Legal - HR	29.84			30 63000	327		10200

* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
45	45914	JULY 08/18/22 General Legal - HR	429.62			40 64000	327		10200
46	45914	JULY 08/18/22 General Legal - HR	423.65			50 65000	327		10200
47	45914	JULY 08/18/22 General Legal - HR	23.86			60 66000	327		10200
Total for Vendor:			10,287.60						
# of Claims			108	Total:	101,369.03	# of Vendors	46		
Total Electronic Claims				2,224.90					
Total Non-Electronic Claims				99144.13					

* ... Over spent expenditure

Claim Line #	Check Invoice #/Inv Date	Vendor #/Name/Description	Document \$/Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	*** Cancelled in 8/22 ****	*** Claim from another period (12/15) ****						
1451	483 STROUSS, ROBERTA		4.36					
	DEPOSIT REFUND CK STALE DATED, CUSTOMER MOVED/NO CURRENT CONTACT INFO, CK CANCELED PER GOV CODE 50055							
	Customer Refund Water Deposit Service Address: 1977 L Street							
1	12/14/15 Account #20275-01		4.36			50 65000	805	10200
	*** Cancelled in 8/22 ****	*** Claim from another period (8/16) ****						
2281	526 SANDOVAL, LUPE & TRINI		3.51					
	DEPOSIT REFUND CK STALE DATED, CUSTOMER MOVED/NO CURRENT CONTACT INFO, CK CANCELED PER GOV CODE 50055							
	Water Overpayment on Acct #01709-02 Sandoval / 785 River Road							
1	01709-02 08/15/16 Acct #01709-02 / 785 River R		3.51			50 65000	805	10200
	*** Cancelled in 8/22 ****	*** Claim from another period (12/16) ****						
2594	545 GIBSON, TOM		8.22					
	DEPOSIT REFUND CK STALE DATED, CUSTOMER MOVED/NO CURRENT CONTACT INFO, CK CANCELED PER GOV CODE 50055							
	Refundable Water Deposit Acct #01675-01 Gibson, Tom / 1428 N St							
1	01675-01 12/14/16 1428 N St.		8.22			50 65000	805	10200
	*** Cancelled in 8/22 ****	*** Claim from another period (9/18) ****						
4297	999999 ANTHONY BLOUIN C/O MARIKO BLOUIN		1.82					
	DEPOSIT REFUND CK STALE DATED, CUSTOMER MOVED/NO CURRENT CONTACT INFO, CK CANCELED PER GOV CODE 50055							
	water & Sewer deposit refund 811 Mission Street							
1	16068-01 09/14/18 Water & Sewer deposit refund		1.82			50 20550		10200
	# of Claims	4	Total:	17.91				

Fund/Account	Amount
20 FIRE PROTECTION DEPARTMENT	
10200 Operating Cash - Premier	\$29,940.00
10250 Pac Premier - Payroll	\$161.00
30 STREET LIGHTING DEPARTMENT	
10200 Operating Cash - Premier	\$3,736.29
10250 Pac Premier - Payroll	\$14.00
40 WASTEWATER DEPARTMENT	
10200 Operating Cash - Premier	\$25,069.65
10250 Pac Premier - Payroll	\$245.00
50 WATER DEPARTMENT	
10200 Operating Cash - Premier	\$40,438.02
10250 Pac Premier - Payroll	\$266.00
60 SOLID WASTE DEPARTMENT	
10200 Operating Cash - Premier	\$1,467.16
10250 Pac Premier - Payroll	\$14.00
Total:	\$101,351.12

Fund	Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
20 FIRE PROTECTION DEPARTMENT						
40000						
40420	Ambulance Reimbursement	0.00	0.00	5,000.00	5,000.00	0 %
	Account Group Total:	0.00	0.00	5,000.00	5,000.00	0 %
43000	Property Taxes Collected					
43000	Property Taxes Collected	0.00	0.00	466,232.00	466,232.00	0 %
	Account Group Total:	0.00	0.00	466,232.00	466,232.00	0 %
46000	Revenues & Interest					
46000	Revenues & Interest	46,560.75	46,599.20	46,500.00	-99.20	100 %
46151	Refund/Adjustments	0.00	138.37	0.00	-138.37	** %
46153	Plan Check Fees and Inspections	1,200.00	1,650.00	0.00	-1,650.00	** %
	Account Group Total:	47,760.75	48,387.57	46,500.00	-1,887.57	104 %
	Fund Total:	47,760.75	48,387.57	517,732.00	469,344.43	9 %
30 STREET LIGHTING DEPARTMENT						
43000	Property Taxes Collected					
43000	Property Taxes Collected	0.00	0.00	145,677.00	145,677.00	0 %
	Account Group Total:	0.00	0.00	145,677.00	145,677.00	0 %
46000	Revenues & Interest					
46000	Revenues & Interest	-2,283.30	-2,108.56	0.00	2,108.56	** %
46100	Realized Earnings	0.00	-130.75	0.00	130.75	** %
46151	Refund/Adjustments	0.00	13.50	0.00	-13.50	** %
46155	Will Serve Processing Fees	50.00	400.00	0.00	-400.00	** %
	Account Group Total:	-2,233.30	-1,825.81	0.00	1,825.81	** %
	Fund Total:	-2,233.30	-1,825.81	145,677.00	147,502.81	-1 %
40 WASTEWATER DEPARTMENT						
40000						
40900	Wastewater Sales	79,801.37	176,233.87	1,099,618.00	923,384.13	16 %
40901	Riverzone Surcharge	1,551.70	3,057.97	18,388.00	15,330.03	17 %
40910	Wastewater Late Charges	1,538.38	3,290.49	0.00	-3,290.49	** %
	Account Group Total:	82,891.45	182,582.33	1,118,006.00	935,423.67	16 %
43000	Property Taxes Collected					
43000	Property Taxes Collected	0.00	0.00	72,713.00	72,713.00	0 %
	Account Group Total:	0.00	0.00	72,713.00	72,713.00	0 %
46000	Revenues & Interest					
46000	Revenues & Interest	286.18	437.51	0.00	-437.51	** %
46008	DWR Grants	0.00	0.00	70,000.00	70,000.00	0 %
46150	Miscellaneous Income	2,348.00	3,500.60	0.00	-3,500.60	** %
46151	Refund/Adjustments	0.00	256.51	0.00	-256.51	** %

Fund	Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
40 WASTEWATER DEPARTMENT						
46155	Will Serve Processing Fees	400.00	2,400.00	0.00	-2,400.00	** %
	Account Group Total:	3,034.18	6,594.62	70,000.00	63,405.38	9 %
	Fund Total:	85,925.63	189,176.95	1,260,719.00	1,071,542.05	15 %
50 WATER DEPARTMENT						
41000 Water Sales						
41000	Water Sales	80,596.25	175,128.55	920,172.00	745,043.45	19 %
41003	Water Surcharge	45.00	90.00	0.00	-90.00	** %
41005	Water Late Charges	1,462.80	3,285.00	0.00	-3,285.00	** %
	Account Group Total:	82,104.05	178,503.55	920,172.00	741,668.45	19 %
46000 Revenues & Interest						
46000	Revenues & Interest	38.12	58.10	0.00	-58.10	** %
46150	Miscellaneous Income	100.00	2,453.82	0.00	-2,453.82	** %
46151	Refund/Adjustments	0.00	253.12	0.00	-253.12	** %
46155	Will Serve Processing Fees	650.00	2,900.00	0.00	-2,900.00	** %
	Account Group Total:	788.12	5,665.04	0.00	-5,665.04	** %
	Fund Total:	82,892.17	184,168.59	920,172.00	736,003.41	20 %
60 SOLID WASTE DEPARTMENT						
46000 Revenues & Interest						
46000	Revenues & Interest	-2,316.03	-2,312.63	0.00	2,312.63	** %
46005	Franchise Fees	3,595.42	7,445.30	39,600.00	32,154.70	19 %
46151	Refund/Adjustments	0.00	13.50	0.00	-13.50	** %
46155	Will Serve Processing Fees	0.00	100.00	0.00	-100.00	** %
	Account Group Total:	1,279.39	5,246.17	39,600.00	34,353.83	13 %
	Fund Total:	1,279.39	5,246.17	39,600.00	34,353.83	13 %
	Grand Total:	215,624.64	425,153.47	2,883,900.00	2,458,746.53	15 %

Fund	Received			Revenue	
	Current Month	Received YTD	Estimated Revenue	To Be Received	% Received
20 FIRE PROTECTION DEPARTMENT	47,760.75	48,387.57	517,732.00	469,344.43	9 %
30 STREET LIGHTING DEPARTMENT	-2,233.30	-1,825.81	145,677.00	147,502.81	-1 %
40 WASTEWATER DEPARTMENT	85,925.63	189,176.95	1,260,719.00	1,071,542.05	15 %
50 WATER DEPARTMENT	82,892.17	184,168.59	920,172.00	736,003.41	20 %
60 SOLID WASTE DEPARTMENT	1,279.39	5,246.17	39,600.00	34,353.83	13 %
Grand Total:	215,624.64	425,153.47	2,883,900.00	2,458,746.53	15 %

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	12,145.38	24,578.88	164,684.00	164,684.00	140,105.12	15 %
	111 BOD Stipend	154.00	154.00	2,880.00	2,880.00	2,726.00	5 %
	120 Workers' Compensation	0.00	30,752.74	11,312.00	11,312.00	-19,440.74	272 %
	121 Physicals	0.00	0.00	2,400.00	2,400.00	2,400.00	0 %
	125 Volunteer Firefighter Stipends	9,213.70	9,213.70	45,000.00	45,000.00	35,786.30	20 %
	135 Payroll Tax - FICA/SS	547.47	547.47	2,790.00	2,790.00	2,242.53	20 %
	140 Payroll Tax - Medicare	312.08	492.36	2,978.00	2,978.00	2,485.64	17 %
	155 Payroll Tax - SUI	93.81	93.81	2,984.00	2,984.00	2,890.19	3 %
	160 Payroll Tax - ETT	2.02	2.02	0.00	0.00	-2.02	*** %
	205 Insurance - Health	600.08	899.08	14,592.00	14,592.00	13,692.92	6 %
	210 Insurance - Dental	58.27	89.86	697.00	697.00	607.14	13 %
	215 Insurance - Vision	9.29	14.29	112.00	112.00	97.71	13 %
	225 Retirement - PERS Expense	644.25	3,351.09	8,503.00	8,503.00	5,151.91	39 %
	305 Operations & Maintenance	441.37	578.65	6,000.00	6,000.00	5,421.35	10 %
	310 Phone & Fax Expense	168.97	181.52	1,500.00	1,500.00	1,318.48	12 %
	315 Postage, Shipping & Freight	54.44	54.44	200.00	200.00	145.56	27 %
	319 Legal: P.R.A.s - Professional Svcs	90.67	90.67	360.00	360.00	269.33	25 %
	321 IT Services - Professional Svcs	3,151.18	3,151.18	7,140.00	7,140.00	3,988.82	44 %
	323 Auditor - Professional Svcs	0.00	0.00	4,200.00	4,200.00	4,200.00	0 %
	325 Accounting - Professional Svcs	161.00	161.00	7,200.00	7,200.00	7,039.00	2 %
	326 Engineering - Professional Svcs	0.00	0.00	2,000.00	2,000.00	2,000.00	0 %
	327 Legal: General - Professional Svcs	540.29	540.29	18,000.00	18,000.00	17,459.71	3 %
	328 Insurance - Prop & Liability	0.00	16,373.45	15,687.00	15,687.00	-686.45	104 %
	333 Legal: HR - Professional Svcs	391.29	391.29	0.00	0.00	-391.29	*** %
	334 Maintenance Agreements	1,665.12	2,341.62	5,000.00	5,000.00	2,658.38	47 %
	335 Meals	211.00	211.00	0.00	0.00	-211.00	*** %
	340 Meetings and Conferences	0.00	0.00	500.00	500.00	500.00	0 %
	345 Mileage Expense Reimbursement	0.00	0.00	250.00	250.00	250.00	0 %
	348 Safety Equipment and Supplies	54.00	54.00	0.00	0.00	-54.00	*** %
	350 Repairs & Maint - Computers	0.00	0.00	4,000.00	4,000.00	4,000.00	0 %
	351 Repairs & Maint - Equip	1,554.45	1,554.45	5,000.00	5,000.00	3,445.55	31 %
	352 Repairs & Maint - Structures	2,820.61	2,831.25	6,000.00	52,500.00	49,668.75	5 %
	354 Repairs & Maint - Vehicles	54.33	54.33	10,000.00	10,000.00	9,945.67	1 %
	370 Dispatch Services (Fire)	15,374.80	15,374.80	16,000.00	16,000.00	625.20	96 %
	375 Internet Expenses	0.00	0.00	2,000.00	2,000.00	2,000.00	0 %
	376 Web Page - Upgrade/Maint	0.00	768.00	1,000.00	1,000.00	232.00	77 %
	380 Utilities - Alarm Service	0.00	0.00	288.00	288.00	288.00	0 %
	381 Utilities - Electric	35.26	73.99	6,000.00	6,000.00	5,926.01	1 %
	382 Utilities - Propane	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
	384 Utilities - Water/Sewer	6.77	8.77	622.00	622.00	613.23	1 %
	385 Dues and Subscriptions	306.14	631.14	5,234.00	5,234.00	4,602.86	12 %
	386 Education and Training	168.00	168.00	10,000.00	10,000.00	9,832.00	2 %
	393 Advertising and Public Notices	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
	394 LAFCO Allocations	0.00	1,482.74	1,600.00	1,600.00	117.26	93 %
	395 Community Outreach	12.10	12.10	1,000.00	1,000.00	987.90	1 %
	405 Software	0.00	0.00	3,000.00	3,000.00	3,000.00	0 %
	410 Office Supplies	51.74	51.74	1,000.00	1,000.00	948.26	5 %
	445 CPR/FIRST AID TRAINING MATERIAL	0.00	0.00	500.00	500.00	500.00	0 %

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
20 FIRE PROTECTION DEPARTMENT							
450	EMS Supplies	498.98	498.98	5,000.00	5,000.00	4,501.02	10 %
455	Fire Safety Gear & Equipment	0.00	0.00	5,000.00	5,000.00	5,000.00	0 %
465	Cell phones, Radios and Pagers	150.13	301.47	1,500.00	1,500.00	1,198.53	20 %
470	Communication Equipment	128.55	128.55	7,500.00	7,500.00	7,371.45	2 %
475	Computer Supplies & Upgrades	706.42	867.86	0.00	0.00	-867.86	*** %
485	Fuel Expense	1,303.39	1,303.39	9,000.00	9,000.00	7,696.61	14 %
490	Small Tools & Equipment	0.00	0.00	2,000.00	2,000.00	2,000.00	0 %
495	Uniform Expense	0.00	0.00	5,000.00	5,000.00	5,000.00	0 %
500	Capital Outlay	0.00	47,082.69	0.00	0.00	-47,082.69	*** %
503	Weed Abatement Costs	0.00	0.00	3,000.00	3,000.00	3,000.00	0 %
505	Fire Training Grounds	0.00	0.00	5,000.00	5,000.00	5,000.00	0 %
510	Fire Station Addition	0.00	0.00	2,000.00	2,000.00	2,000.00	0 %
511	Fire- Temp Housing Unit	0.00	0.00	6,800.00	6,800.00	6,800.00	0 %
710	County Hazmat Dues	0.00	2,000.00	2,000.00	2,000.00	0.00	100 %
	Account Total:	53,881.35	169,512.66	456,013.00	502,513.00	333,000.34	34 %
	Account Group Total:	53,881.35	169,512.66	456,013.00	502,513.00	333,000.34	34 %
	Fund Total:	53,881.35	169,512.66	456,013.00	502,513.00	333,000.34	34 %
30 STREET LIGHTING DEPARTMENT							
63000 Lighting							
63000 Lighting							
105	Salaries and Wages	1,097.81	2,191.62	20,667.00	20,667.00	18,475.38	11 %
111	BOD Stipend	14.00	14.00	300.00	300.00	286.00	5 %
115	Payroll Expenses	0.00	0.00	250.00	250.00	250.00	0 %
120	Workers' Compensation	0.00	18.13	52.00	52.00	33.87	35 %
121	Physicals	0.00	0.00	50.00	50.00	50.00	0 %
135	Payroll Tax - FICA/SS	4.07	7.25	100.00	100.00	92.75	7 %
140	Payroll Tax - Medicare	16.65	33.50	300.00	300.00	266.50	11 %
155	Payroll Tax - SUI	1.06	3.47	971.00	971.00	967.53	0 %
160	Payroll Tax - ETT	0.00	0.06	0.00	0.00	-0.06	*** %
205	Insurance - Health	128.92	190.91	2,241.00	2,241.00	2,050.09	9 %
210	Insurance - Dental	6.41	9.71	115.00	115.00	105.29	8 %
215	Insurance - Vision	1.06	1.62	19.00	19.00	17.38	9 %
225	Retirement - PERS Expense	109.30	418.67	1,575.00	1,575.00	1,156.33	27 %
305	Operations & Maintenance	250.77	250.77	1,500.00	1,500.00	1,249.23	17 %
310	Phone & Fax Expense	17.60	18.82	37.00	37.00	18.18	51 %
315	Postage, Shipping & Freight	4.68	4.68	100.00	100.00	95.32	5 %
319	Legal: P.R.A.s - Professional Svcs	9.44	9.44	45.00	45.00	35.56	21 %
320	Printing & Reproduction	0.00	0.00	150.00	150.00	150.00	0 %
321	IT Services - Professional Svcs	170.34	170.34	398.00	398.00	227.66	43 %
323	Auditor - Professional Svcs	0.00	0.00	420.00	420.00	420.00	0 %
325	Accounting - Professional Svcs	14.00	14.00	720.00	720.00	706.00	2 %
326	Engineering - Professional Svcs	0.00	0.00	5,000.00	5,000.00	5,000.00	0 %
327	Legal: General - Professional Svcs	86.12	86.12	1,875.00	1,875.00	1,788.88	5 %
328	Insurance - Prop & Liability	0.00	3,073.10	1,050.00	1,050.00	-2,023.10	293 %
329	New Hire Screening	0.00	0.00	50.00	50.00	50.00	0 %
330	Contract Labor	0.00	0.00	5,000.00	5,000.00	5,000.00	0 %

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
30 STREET LIGHTING DEPARTMENT							
	331 Legal: SMEA - Professional Svcs	0.00	0.00	250.00	250.00	250.00	0 %
	333 Legal: HR - Professional Svcs	10.92	10.92	400.00	400.00	389.08	3 %
	334 Maintenance Agreements	173.45	239.45	104.00	104.00	-135.45	230 %
	335 Meals	0.00	0.00	150.00	150.00	150.00	0 %
	340 Meetings and Conferences	0.00	0.00	350.00	350.00	350.00	0 %
	345 Mileage Expense Reimbursement	0.00	0.00	150.00	150.00	150.00	0 %
	348 Safety Equipment and Supplies	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
	350 Repairs & Maint - Computers	0.00	0.00	150.00	150.00	150.00	0 %
	351 Repairs & Maint - Equip	0.00	0.00	10,000.00	10,000.00	10,000.00	0 %
	352 Repairs & Maint - Structures	0.00	0.00	500.00	500.00	500.00	0 %
	353 Repairs & Maint - Infrastructure	496.00	496.00	10,000.00	10,000.00	9,504.00	5 %
	354 Repairs & Maint - Vehicles	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
	375 Internet Expenses	0.00	0.00	27.00	27.00	27.00	0 %
	376 Web Page - Upgrade/Maint	0.00	48.00	48.00	48.00	0.00	100 %
	380 Utilities - Alarm Service	0.00	0.00	36.00	36.00	36.00	0 %
	381 Utilities - Electric	1,218.04	2,441.24	20,000.00	20,000.00	17,558.76	12 %
	382 Utilities - Propane	0.00	0.00	50.00	50.00	50.00	0 %
	383 Utilities - Trash	0.00	0.00	63.00	63.00	63.00	0 %
	384 Utilities - Water/Sewer	1,236.19	2,296.33	15,100.00	15,100.00	12,803.67	15 %
	385 Dues and Subscriptions	0.60	0.60	1,348.00	1,348.00	1,347.40	0 %
	386 Education and Training	17.50	17.50	2,000.00	2,000.00	1,982.50	1 %
	393 Advertising and Public Notices	0.00	0.00	500.00	500.00	500.00	0 %
	394 LAFCO Allocations	0.00	1,482.73	1,600.00	1,600.00	117.27	93 %
	395 Community Outreach	1.26	1.26	150.00	150.00	148.74	1 %
	410 Office Supplies	5.39	5.39	500.00	500.00	494.61	1 %
	432 Utility Rate Design Study	0.00	0.00	30,000.00	30,000.00	30,000.00	0 %
	465 Cell phones, Radios and Pagers	5.70	11.65	59.00	59.00	47.35	20 %
	475 Computer Supplies & Upgrades	27.23	42.98	1,000.00	1,000.00	957.02	4 %
	485 Fuel Expense	0.00	0.00	200.00	200.00	200.00	0 %
	490 Small Tools & Equipment	0.00	0.00	5,000.00	5,000.00	5,000.00	0 %
	495 Uniform Expense	5.06	6.05	52.00	52.00	45.95	12 %
	715 Licenses, Permits and Fees	0.00	0.00	100.00	100.00	100.00	0 %
	940 Bank Service Charges	0.00	0.00	15.00	15.00	15.00	0 %
	949 Lease agreements	0.00	0.00	455.00	455.00	455.00	0 %
	Account Total:	5,129.57	13,616.31	145,342.00	145,342.00	131,725.69	9 %
	Account Group Total:	5,129.57	13,616.31	145,342.00	145,342.00	131,725.69	9 %
	Fund Total:	5,129.57	13,616.31	145,342.00	145,342.00	131,725.69	9 %

40 WASTEWATER DEPARTMENT

64000 Sanitary
64000 Sanitary

	105 Salaries and Wages	17,744.73	34,752.25	307,977.00	307,977.00	273,224.75	11 %
	109 Stand-by Hours	0.00	0.00	12,500.00	12,500.00	12,500.00	0 %
	111 BOD Stipend	252.00	252.00	4,320.00	4,320.00	4,068.00	6 %
	115 Payroll Expenses	0.00	0.00	3,000.00	3,000.00	3,000.00	0 %
	120 Workers' Compensation	0.00	9,451.82	9,811.00	9,811.00	359.18	96 %
	121 Physicals	0.00	0.00	150.00	150.00	150.00	0 %

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
40 WASTEWATER DEPARTMENT							
135	Payroll Tax - FICA/SS	92.42	168.73	2,000.00	2,000.00	1,831.27	8 %
140	Payroll Tax - Medicare	260.38	506.45	4,466.00	4,466.00	3,959.55	11 %
155	Payroll Tax - SUI	81.04	180.75	14,475.00	14,475.00	14,294.25	1 %
160	Payroll Tax - ETT	1.72	3.84	0.00	0.00	-3.84	*** %
205	Insurance - Health	2,060.62	3,092.47	38,641.00	38,641.00	35,548.53	8 %
206	Insurance - CalPers Health Retiree	0.00	0.00	1,700.00	1,700.00	1,700.00	0 %
210	Insurance - Dental	116.72	180.07	2,261.00	2,261.00	2,080.93	8 %
215	Insurance - Vision	18.65	28.66	321.00	321.00	292.34	9 %
225	Retirement - PERS Expense	1,420.19	11,215.27	18,885.00	18,885.00	7,669.73	59 %
305	Operations & Maintenance	2,492.50	2,492.50	8,000.00	8,000.00	5,507.50	31 %
310	Phone & Fax Expense	322.15	408.53	1,316.00	1,316.00	907.47	31 %
315	Postage, Shipping & Freight	67.47	67.47	1,000.00	1,000.00	932.53	7 %
319	Legal: P.R.A.s - Professional Svcs	136.00	136.00	540.00	540.00	404.00	25 %
320	Printing & Reproduction	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
321	IT Services - Professional Svcs	2,555.03	2,555.03	5,660.00	5,660.00	3,104.97	45 %
323	Auditor - Professional Svcs	0.00	0.00	4,480.00	4,480.00	4,480.00	0 %
325	Accounting - Professional Svcs	245.00	245.00	7,680.00	7,680.00	7,435.00	3 %
326	Engineering - Professional Svcs	0.00	0.00	25,000.00	25,000.00	25,000.00	0 %
327	Legal: General - Professional Svcs	1,492.05	1,492.05	27,000.00	27,000.00	25,507.95	6 %
328	Insurance - Prop & Liability	0.00	17,708.07	14,448.00	14,448.00	-3,260.07	123 %
329	New Hire Screening	45.00	45.00	100.00	100.00	55.00	45 %
330	Contract Labor	0.00	0.00	5,000.00	5,000.00	5,000.00	0 %
331	Legal: SMEA - Professional Svcs	0.00	0.00	2,250.00	2,250.00	2,250.00	0 %
333	Legal: HR - Professional Svcs	157.25	157.25	3,000.00	3,000.00	2,842.75	5 %
334	Maintenance Agreements	4,092.14	5,346.14	5,739.00	5,739.00	392.86	93 %
335	Meals	0.00	0.00	100.00	100.00	100.00	0 %
340	Meetings and Conferences	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
345	Mileage Expense Reimbursement	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
348	Safety Equipment and Supplies	0.00	0.00	2,000.00	2,000.00	2,000.00	0 %
349	Repairs & Maint - Mission Gardens	0.00	0.00	10,000.00	10,000.00	10,000.00	0 %
350	Repairs & Maint - Computers	0.00	0.00	1,600.00	1,600.00	1,600.00	0 %
351	Repairs & Maint - Equip	53.25	142.71	8,000.00	8,000.00	7,857.29	2 %
352	Repairs & Maint - Structures	0.00	0.00	1,500.00	1,500.00	1,500.00	0 %
353	Repairs & Maint - Infrastructure	0.00	0.00	15,000.00	15,000.00	15,000.00	0 %
354	Repairs & Maint - Vehicles	0.00	5.27	3,000.00	3,000.00	2,994.73	0 %
355	Testing & Supplies (WWTP)	1,289.00	1,359.00	12,000.00	12,000.00	10,641.00	11 %
374	CSD Utilities - Billing Services	643.00	643.00	3,500.00	3,500.00	2,857.00	18 %
375	Internet Expenses	124.98	189.97	1,187.00	1,187.00	997.03	16 %
376	Web Page - Upgrade/Maint	0.00	768.00	768.00	768.00	0.00	100 %
379	Utilities - Electric Mission Gardens	104.41	220.03	2,000.00	2,000.00	1,779.97	11 %
380	Utilities - Alarm Service	99.16	115.16	1,320.00	1,320.00	1,204.84	9 %
381	Utilities - Electric	8,003.94	16,116.15	80,000.00	80,000.00	63,883.85	20 %
382	Utilities - Propane	0.00	0.00	510.00	510.00	510.00	0 %
383	Utilities - Trash	58.34	116.68	504.00	504.00	387.32	23 %
384	Utilities - Water/Sewer	254.55	460.12	2,470.00	2,470.00	2,009.88	19 %
385	Dues and Subscriptions	11.40	11.40	3,984.00	3,984.00	3,972.60	0 %
386	Education and Training	252.00	252.00	2,500.00	2,500.00	2,248.00	10 %
393	Advertising and Public Notices	59.24	59.24	1,000.00	1,000.00	940.76	6 %
394	LAFCO Allocations	0.00	1,482.74	1,600.00	1,600.00	117.26	93 %
395	Community Outreach	43.34	43.34	1,200.00	1,200.00	1,156.66	4 %

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
40 WASTEWATER DEPARTMENT							
396	Utilities - SoCal Gas	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
410	Office Supplies	117.26	117.26	2,000.00	2,000.00	1,882.74	6 %
432	Utility Rate Design Study	0.00	0.00	0.00	28,507.50	28,507.50	0 %
459	SCADA - Maintenance Fees	0.00	0.00	1,500.00	1,500.00	1,500.00	0 %
465	Cell phones, Radios and Pagers	131.53	262.33	1,394.00	1,394.00	1,131.67	19 %
475	Computer Supplies & Upgrades	1,032.69	1,331.94	2,000.00	2,000.00	668.06	67 %
485	Fuel Expense	732.95	732.95	6,000.00	6,000.00	5,267.05	12 %
490	Small Tools & Equipment	36.45	36.45	5,500.00	5,500.00	5,463.55	1 %
495	Uniform Expense	437.03	461.18	1,248.00	1,248.00	786.82	37 %
545	Sewer System Mgmt Plan (SSMP)	0.00	0.00	4,000.00	4,000.00	4,000.00	0 %
560	Sewer Line Repairs	0.00	0.00	10,000.00	10,000.00	10,000.00	0 %
570	Repairs, Maint. & Video Sewer Lines	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
580	MISSION GARDENS LIFT STATION PROJECTS	0.00	0.00	10,000.00	10,000.00	10,000.00	0 %
582	WWTP Plant Maintenance	0.00	0.00	40,000.00	40,000.00	40,000.00	0 %
583	WWTP Drying Pond Maintenance	0.00	0.00	40,000.00	40,000.00	40,000.00	0 %
705	Waste Discharge Fees/Permits	0.00	0.00	30,000.00	30,000.00	30,000.00	0 %
715	Licenses, Permits and Fees	201.77	2,958.27	4,000.00	4,000.00	1,041.73	74 %
805	Refundable Water/Sewer/Hydrant	0.00	0.00	100.00	100.00	100.00	0 %
940	Bank Service Charges	0.00	7.00	100.00	100.00	93.00	7 %
949	Lease agreements	0.00	0.00	8,400.00	8,400.00	8,400.00	0 %
960	Property Tax Expense	0.00	0.00	150.00	150.00	150.00	0 %
970	WWTF Long Term Maintenance	0.00	0.00	100,000.00	100,000.00	100,000.00	0 %
971	Loan Principal Payment	0.00	0.00	150,000.00	150,000.00	150,000.00	0 %
972	Loan Interest Payment	0.00	0.00	150,000.00	150,000.00	150,000.00	0 %
	Account Total:	47,339.35	118,377.54	1,258,855.00	1,287,362.50	1,168,984.96	9 %
	Account Group Total:	47,339.35	118,377.54	1,258,855.00	1,287,362.50	1,168,984.96	9 %
	Fund Total:	47,339.35	118,377.54	1,258,855.00	1,287,362.50	1,168,984.96	9 %
50 WATER DEPARTMENT							
65000 Water							
65000 Water							
105	Salaries and Wages	21,932.63	43,781.68	303,673.00	303,673.00	259,891.32	14 %
109	Stand-by Hours	0.00	0.00	12,500.00	12,500.00	12,500.00	0 %
111	BOD Stipend	266.00	266.00	4,260.00	4,260.00	3,994.00	6 %
115	Payroll Expenses	0.00	0.00	3,000.00	3,000.00	3,000.00	0 %
120	Workers' Compensation	0.00	13,323.34	13,240.00	13,240.00	-83.34	101 %
121	Physicals	0.00	0.00	150.00	150.00	150.00	0 %
135	Payroll Tax - FICA/SS	93.30	169.61	2,000.00	2,000.00	1,830.39	8 %
140	Payroll Tax - Medicare	321.10	636.47	4,403.00	4,403.00	3,766.53	14 %
155	Payroll Tax - SUI	81.72	181.44	14,273.00	14,273.00	14,091.56	1 %
160	Payroll Tax - ETT	1.76	3.88	0.00	0.00	-3.88	*** %
205	Insurance - Health	2,564.59	3,848.65	28,444.00	28,444.00	24,595.35	14 %
206	Insurance - CalPers Health Retiree	0.00	0.00	1,700.00	1,700.00	1,700.00	0 %
210	Insurance - Dental	142.77	220.22	1,987.00	1,987.00	1,766.78	11 %
215	Insurance - Vision	22.81	35.10	326.00	326.00	290.90	11 %
225	Retirement - PERS Expense	1,981.45	12,306.52	26,093.00	26,093.00	13,786.48	47 %
305	Operations & Maintenance	2,220.74	2,220.74	8,000.00	8,000.00	5,779.26	28 %

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
50 WATER DEPARTMENT							
310	Phone & Fax Expense	318.63	404.71	1,316.00	1,316.00	911.29	31 %
315	Postage, Shipping & Freight	66.53	66.53	1,000.00	1,000.00	933.47	7 %
319	Legal: P.R.A.s - Professional Svcs	134.12	134.12	532.00	532.00	397.88	25 %
320	Printing & Reproduction	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
321	IT Services - Professional Svcs	2,469.86	2,469.86	5,633.00	5,633.00	3,163.14	44 %
323	Auditor - Professional Svcs	0.00	0.00	4,480.00	4,480.00	4,480.00	0 %
324	GSA-GSP - Professional Svcs	0.00	203.82	15,000.00	15,000.00	14,796.18	1 %
325	Accounting - Professional Svcs	266.00	266.00	7,680.00	7,680.00	7,414.00	3 %
326	Engineering - Professional Svcs	0.00	0.00	27,500.00	27,500.00	27,500.00	0 %
327	Legal: General - Professional Svcs	1,222.83	1,222.83	26,625.00	26,625.00	25,402.17	5 %
328	Insurance - Prop & Liability	0.00	29,123.64	23,603.00	23,603.00	-5,520.64	123 %
329	New Hire Screening	45.00	45.00	100.00	100.00	55.00	45 %
330	Contract Labor	0.00	0.00	5,000.00	5,000.00	5,000.00	0 %
331	Legal: SMEA - Professional Svcs	0.00	0.00	2,250.00	2,250.00	2,250.00	0 %
333	Legal: HR - Professional Svcs	155.06	155.06	3,000.00	3,000.00	2,844.94	5 %
334	Maintenance Agreements	3,945.49	5,182.99	9,260.00	9,260.00	4,077.01	56 %
335	Meals	0.00	0.00	100.00	100.00	100.00	0 %
340	Meetings and Conferences	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
345	Mileage Expense Reimbursement	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
348	Safety Equipment and Supplies	0.00	0.00	2,000.00	2,000.00	2,000.00	0 %
350	Repairs & Maint - Computers	268.00	268.00	1,500.00	1,500.00	1,232.00	18 %
351	Repairs & Maint - Equip	947.01	1,036.49	4,000.00	4,000.00	2,963.51	26 %
352	Repairs & Maint - Structures	191.16	191.16	2,000.00	2,000.00	1,808.84	10 %
353	Repairs & Maint - Infrastructure	1,653.57	2,988.51	50,000.00	50,000.00	47,011.49	6 %
354	Repairs & Maint - Vehicles	0.00	5.27	3,000.00	3,000.00	2,994.73	0 %
356	Testing & Supplies - Well #3 (Water)	119.09	119.09	3,500.00	3,500.00	3,380.91	3 %
357	Testing & Supplies - Well #4 (Water)	119.08	119.08	3,500.00	3,500.00	3,380.92	3 %
358	Testing & Supplies - SLT Well (Water)	675.08	675.08	6,000.00	6,000.00	5,324.92	11 %
359	Testing & Supplies - Other	225.00	225.00	6,000.00	6,000.00	5,775.00	4 %
362	Cross-Connection Control Svcs.	0.00	361.00	1,000.00	1,000.00	639.00	36 %
374	CSD Utilities - Billing Services	643.03	643.03	3,500.00	3,500.00	2,856.97	18 %
375	Internet Expenses	124.98	189.97	1,187.00	1,187.00	997.03	16 %
376	Web Page - Upgrade/Maint	0.00	768.00	768.00	768.00	0.00	100 %
380	Utilities - Alarm Service	99.16	115.16	1,320.00	1,320.00	1,204.84	9 %
381	Utilities - Electric	5,464.69	11,283.36	46,000.00	46,000.00	34,716.64	25 %
382	Utilities - Propane	0.00	0.00	2,010.00	2,010.00	2,010.00	0 %
383	Utilities - Trash	58.34	116.68	504.00	504.00	387.32	23 %
384	Utilities - Water/Sewer	143.36	240.85	622.00	622.00	381.15	39 %
385	Dues and Subscriptions	11.24	11.24	4,072.00	4,072.00	4,060.76	0 %
386	Education and Training	498.49	498.49	5,000.00	5,000.00	4,501.51	10 %
393	Advertising and Public Notices	1,165.72	1,165.72	1,000.00	1,000.00	-165.72	117 %
394	LAFCO Allocations	0.00	1,482.73	1,600.00	1,600.00	117.27	93 %
395	Community Outreach	733.65	733.65	1,200.00	1,200.00	466.35	61 %
396	Utilities - SoCal Gas	451.81	1,046.69	1,500.00	1,500.00	453.31	70 %
410	Office Supplies	116.18	116.18	2,000.00	2,000.00	1,883.82	6 %
432	Utility Rate Design Study	0.00	0.00	0.00	28,807.50	28,807.50	0 %
459	SCADA - Maintenance Fees	0.00	0.00	1,500.00	1,500.00	1,500.00	0 %
465	Cell phones, Radios and Pagers	131.27	261.81	1,398.00	1,398.00	1,136.19	19 %
475	Computer Supplies & Upgrades	1,012.25	1,307.56	2,500.00	2,500.00	1,192.44	52 %

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
50 WATER DEPARTMENT							
	481 Chemicals- Well #3	866.02	866.02	4,000.00	4,000.00	3,133.98	22 %
	482 Chemicals- Well #4	782.23	782.23	4,000.00	4,000.00	3,217.77	20 %
	483 Chemicals- SLT Well	709.92	709.92	3,000.00	3,000.00	2,290.08	24 %
	485 Fuel Expense	732.95	732.95	6,000.00	6,000.00	5,267.05	12 %
	490 Small Tools & Equipment	36.45	36.45	6,000.00	6,000.00	5,963.55	1 %
	495 Uniform Expense	437.08	461.24	1,248.00	1,248.00	786.76	37 %
	520 Water Main Valves Replacement	0.00	0.00	10,000.00	10,000.00	10,000.00	0 %
	525 Water Meter Replacement	5,523.94	5,523.94	0.00	0.00	-5,523.94	*** %
	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	136.76	2,009.26	7,000.00	7,000.00	4,990.74	29 %
	805 Refundable Water/Sewer/Hydrant	-16.09	-16.09	100.00	100.00	116.09	-16 %
	930 Interest Fees	2,775.30	2,775.30	60,000.00	60,000.00	57,224.70	5 %
	940 Bank Service Charges	0.00	0.00	100.00	100.00	100.00	0 %
	949 Lease agreements	0.00	0.00	8,362.00	8,362.00	8,362.00	0 %
	Account Total:	70,865.51	161,895.63	920,119.00	948,926.50	787,030.87	17 %
	Account Group Total:	70,865.51	161,895.63	920,119.00	948,926.50	787,030.87	17 %
	Fund Total:	70,865.51	161,895.63	920,119.00	948,926.50	787,030.87	17 %
60 SOLID WASTE DEPARTMENT							
66000 SOLID WASTE							
	66000 SOLID WASTE						
	105 Salaries and Wages	1,095.83	2,188.51	19,370.00	19,370.00	17,181.49	11 %
	111 BOD Stipend	14.00	14.00	240.00	240.00	226.00	6 %
	115 Payroll Expenses	0.00	0.00	250.00	250.00	250.00	0 %
	120 Workers' Compensation	0.00	18.15	37.00	37.00	18.85	49 %
	121 Physicals	0.00	0.00	50.00	50.00	50.00	0 %
	135 Payroll Tax - FICA/SS	4.07	7.24	150.00	150.00	142.76	5 %
	140 Payroll Tax - Medicare	16.05	31.83	281.00	281.00	249.17	11 %
	155 Payroll Tax - SUI	1.07	3.48	910.00	910.00	906.52	0 %
	160 Payroll Tax - ETT	0.01	0.06	0.00	0.00	-0.06	*** %
	205 Insurance - Health	123.45	185.38	2,132.00	2,132.00	1,946.62	9 %
	210 Insurance - Dental	6.23	9.58	105.00	105.00	95.42	9 %
	215 Insurance - Vision	0.99	1.53	17.00	17.00	15.47	9 %
	225 Retirement - PERS Expense	109.15	418.41	1,475.00	1,475.00	1,056.59	28 %
	305 Operations & Maintenance	247.02	247.02	1,000.00	1,000.00	752.98	25 %
	310 Phone & Fax Expense	14.08	15.31	37.00	37.00	21.69	41 %
	315 Postage, Shipping & Freight	3.75	3.75	100.00	100.00	96.25	4 %
	319 Legal: P.R.A.s - Professional Svcs	7.55	7.55	30.00	30.00	22.45	25 %
	320 Printing & Reproduction	0.00	0.00	150.00	150.00	150.00	0 %
	321 IT Services - Professional Svcs	170.34	170.34	356.00	356.00	185.66	48 %
	323 Auditor - Professional Svcs	0.00	0.00	420.00	420.00	420.00	0 %
	325 Accounting - Professional Svcs	14.00	14.00	720.00	720.00	706.00	2 %
	327 Legal: General - Professional Svcs	68.87	68.87	1,500.00	1,500.00	1,431.13	5 %
	328 Insurance - Prop & Liability	0.00	1,143.86	837.00	837.00	-306.86	137 %
	329 New Hire Screening	0.00	0.00	50.00	50.00	50.00	0 %
	330 Contract Labor	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
60 SOLID WASTE DEPARTMENT							
331	Legal: SMEA - Professional Svcs	0.00	0.00	250.00	250.00	250.00	0 %
333	Legal: HR - Professional Svcs	8.74	8.74	400.00	400.00	391.26	2 %
334	Maintenance Agreements	138.76	204.76	104.00	104.00	-100.76	197 %
335	Meals	0.00	0.00	100.00	100.00	100.00	0 %
340	Meetings and Conferences	0.00	0.00	100.00	100.00	100.00	0 %
345	Mileage Expense Reimbursement	0.00	0.00	50.00	50.00	50.00	0 %
348	Safety Equipment and Supplies	0.00	0.00	500.00	500.00	500.00	0 %
350	Repairs & Maint - Computers	0.00	0.00	150.00	150.00	150.00	0 %
351	Repairs & Maint - Equip	0.00	0.00	500.00	500.00	500.00	0 %
352	Repairs & Maint - Structures	0.00	0.00	100.00	100.00	100.00	0 %
353	Repairs & Maint - Infrastructure	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
354	Repairs & Maint - Vehicles	0.00	0.00	150.00	150.00	150.00	0 %
375	Internet Expenses	0.00	0.00	27.00	27.00	27.00	0 %
376	Web Page - Upgrade/Maint	0.00	48.00	48.00	48.00	0.00	100 %
380	Utilities - Alarm Service	0.00	0.00	36.00	36.00	36.00	0 %
383	Utilities - Trash	0.00	0.00	189.00	189.00	189.00	0 %
384	Utilities - Water/Sewer	0.00	0.00	39.00	39.00	39.00	0 %
385	Dues and Subscriptions	0.60	0.60	1,321.00	1,321.00	1,320.40	0 %
386	Education and Training	14.00	14.00	500.00	500.00	486.00	3 %
393	Advertising and Public Notices	0.00	0.00	500.00	500.00	500.00	0 %
394	LAFCO Allocations	0.00	1,482.73	1,600.00	1,600.00	117.27	93 %
395	Community Outreach	1.00	1.00	750.00	750.00	749.00	0 %
410	Office Supplies	4.31	4.31	150.00	150.00	145.69	3 %
432	Utility Rate Design Study	0.00	0.00	0.00	16,472.50	16,472.50	0 %
465	Cell phones, Radios and Pagers	5.70	11.40	57.00	57.00	45.60	20 %
475	Computer Supplies & Upgrades	31.78	47.53	500.00	500.00	452.47	10 %
485	Fuel Expense	0.00	0.00	200.00	200.00	200.00	0 %
490	Small Tools & Equipment	0.00	0.00	500.00	500.00	500.00	0 %
495	Uniform Expense	5.07	6.06	52.00	52.00	45.94	12 %
580	MISSION GARDENS LIFT STATION PROJECTS	745.59	745.59	0.00	0.00	-745.59	*** %
650	SB1383 Compliance	0.00	0.00	5,000.00	5,000.00	5,000.00	0 %
940	Bank Service Charges	0.00	0.00	15.00	15.00	15.00	0 %
949	Lease agreements	0.00	0.00	387.00	387.00	387.00	0 %
	Account Total:	2,852.01	7,123.59	46,492.00	62,964.50	55,840.91	11 %
	Account Group Total:	2,852.01	7,123.59	46,492.00	62,964.50	55,840.91	11 %
	Fund Total:	2,852.01	7,123.59	46,492.00	62,964.50	55,840.91	11 %
	Grand Total:	180,067.79	470,525.73	2,826,821.00	2,947,108.50	2,476,582.77	16 %

SAN MIGUEL COMMUNITY SERVICES DISTRICT
Cash Report
For the Accounting Period: 8/22

Fund/Account	Beginning Balance	Received	Transfers In	Disbursed	Transfers Out	Ending Balance
20 FIRE PROTECTION DEPARTMENT						
10200 Operating Cash - Premier	9,576.28	46,500.00	397,235.92	0.00	192,158.99	261,153.21
10250 Pac Premier - Payroll	-6,063.37	0.00	26,605.96	0.00	23,941.35	-3,398.76
10340 Pac Premier Operational Reserve	507,684.34	7,444.81	135,329.62	0.00	397,013.00	253,445.77
10350 Pac Premier- Capital Reserve	431,774.38	38.74	0.00	0.00	0.00	431,813.12
Total Fund	942,971.63	53,983.55	559,171.50		613,113.34	943,013.34
30 STREET LIGHTING DEPARTMENT						
10200 Operating Cash - Premier	92,202.80	1,823.39	22.77	2,325.00	5,503.77	86,220.19
10250 Pac Premier - Payroll	3,669.72	0.00	1,739.01	0.00	1,393.28	4,015.45
10340 Pac Premier Operational Reserve	210,282.61	19.28	0.00	0.00	0.00	210,301.89
10350 Pac Premier- Capital Reserve	249,712.54	22.42	0.00	0.00	0.00	249,734.96
10460 Cantella & Co. Investment Acct.	153,659.35	0.00	0.00	0.00	0.00	153,659.35
Total Fund	709,527.02	1,865.09	1,761.78	2,325.00	6,897.05	703,931.84
40 WASTEWATER DEPARTMENT						
10200 Operating Cash - Premier	373,520.43	107,664.68	1,532.76	21,039.06	50,594.88	411,083.93
10250 Pac Premier - Payroll	45,872.19	0.00	25,041.96	0.00	22,293.47	48,620.68
10260 Pac Western Bank --Long Term	500,194.23	127.45	0.00	0.00	0.00	500,321.68
10340 Pac Premier Operational Reserve	330,396.84	30.29	0.00	0.00	0.00	330,427.13
10350 Pac Premier- Capital Reserve	1,431,358.48	128.44	0.00	0.00	0.00	1,431,486.92
Total Fund	2,681,342.17	107,950.86	26,574.72	21,039.06	72,888.35	2,721,940.34
50 WATER DEPARTMENT						
10150 Cash in SLO County	77,836.10	0.00	0.00	0.00	0.00	77,836.10
10200 Operating Cash - Premier	150,941.82	109,783.06	345.07	21,016.42	66,829.69	173,223.84
10250 Pac Premier - Payroll	-33,556.74	0.00	24,694.13	0.00	27,674.13	-36,536.74
10340 Pac Premier Operational Reserve	155,324.59	14.24	0.00	0.00	0.00	155,338.83
10350 Pac Premier- Capital Reserve	259,591.06	23.29	0.00	43,859.24	0.00	215,755.11
10400 HOB - USDA Reserve	70,002.77	0.59	0.00	0.00	0.00	70,003.36
Total Fund	680,139.60	109,821.18	25,039.20	64,875.66	94,503.82	655,620.50
60 SOLID WASTE DEPARTMENT						
10200 Operating Cash - Premier	34,998.43	3,595.42	134.98	2,325.00	2,999.04	33,404.79
10250 Pac Premier - Payroll	4,082.20	0.00	1,391.20	0.00	1,384.85	4,088.55
10340 Pac Premier Operational Reserve	72,282.93	6.63	0.00	0.00	0.00	72,289.56
10350 Pac Premier- Capital Reserve	26,095.90	2.34	0.00	0.00	0.00	26,098.24
Total Fund	137,459.46	3,604.39	1,526.18	2,325.00	4,383.89	135,881.14
71 PAYROLL CLEARING FUND						
10250 Pac Premier - Payroll	-733.32	0.00	75,987.08	76,088.99	0.00	-835.23
73 CLAIMS CLEARING FUND						
10200 Operating Cash - Premier	50,830.14	0.00	101,043.90	115,220.56	0.00	36,653.48
10250 Pac Premier - Payroll	0.00	0.00	700.00	700.00	0.00	0.00
Total Fund	50,830.14		101,743.90	115,920.56		36,653.48
Totals	5,201,536.70	277,225.07	791,804.36	282,574.27	791,786.45	5,196,205.41

*** Transfers In and Transfers Out columns should match, with the following exceptions:

- 1) Cancelled electronic checks increase the Transfers In column. Disbursed column will be overstated by the same amount and will not balance to the Redeemed Checks List.
- 2) Payroll Journal Vouchers including local deductions with receipt accounting will reduce the Transfers Out column by the total amount of these checks.

SAN MIGUEL CSD Investment Portfolio Report - MONTHLY

8/31/2022

SECURITY	PRICE	COUPON	AMOUNT	YIELDS AVG YIELD	ANNUAL CASH FLOW	MATURITY DATE	FDIC CERT #	SETTLE DATE	MARKET VALUE AS OF REPORT	PORTFOLIO % BY INVESTMENT
Fidelity Govt MMKT	N/A								\$ 15,716.56	
Morgan Stanley Bank NA	\$ 100.00	3.05%	\$ 75,000.00	3.05%	\$ 2,287.50	2/14/2024	32992	2/14/2019	\$ 74,775.00	54%
Comenity Cap. Bank	\$ 100.00	2.75%	\$ 65,000.00	2.75%	\$ 1,787.50	4/15/2024	57570	4/15/2019	\$ 64,435.15	46%
Total & Average:			\$ 140,000.00	2.90%	\$ 4,075.00				\$ 154,926.71	

SMCSD BMS Accounts: 30-46000, 30-46100



SECURITIES & ADVISORY SERVICES
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MEMBER FINRA/SIPC

Disclosure Page

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SMCSD STATEMENTS OF INFORMATION:

As of this report date the District is in compliance with the SMCSD Investment Policy.

As of this report date the District has the ability to meet it's expenditure requirements through: February 28, 2023

Kelly Dodds

Kelly Dodds, General Manager SMCSD

Michelle Hido

Michelle Hido, Financial Officer SMCSD

**Board of Directors
Staff Report**

September 22, 2022

AGENDA ITEM: 3

SUBJECT: Authorize purchase of a replacement scissor lift (Project 22001).

SUGGESTED ACTION: Approve RESOLUTION 2022-51 authorizing the General Manager to purchase a replacement scissor lift in an amount not to exceed \$30,000 (Project 22001).

DISCUSSION:

The Street Lighting/Landscape Department owns and maintains a 2006 JLG scissor lift which was purchased used in 2014. Since its purchase the District has performed regular maintenance and repairs, but the condition of the lift has steadily declined and is becoming a safety issue.

The current lift is routinely used in the street and on the sidewalk to repair streetlights and install and maintain banners and the banner cables. It is also used by the water and wastewater departments to perform regular maintenance and repairs to structures. A lift is necessary for the continued maintenance of the Districts facilities, at a cost of \$300 per day plus transportation it is not cost effective to rent a scissor lift.

Currently the lift is experiencing electrical issue which are effecting it charging and control functions. To this point the issues have only stranded operators at the fire station and at the WWTF but there is a possibility that an operator is stranded in the middle of the roadway installing a banner. In the past we have had trouble sourcing the parts to repair the lift and they have always come at a significant cost. Staff is recommending that the lift is replaced to reduce future repairs and repair costs. Additionally Staff is recommending that the current 'warehouse' lift be replaced with an all terrain type lift that will be more versatile and be able to be used at the WWTF to perform more of the long term maintenance on the new facility.

Staff is requesting approval of \$30,000 for the purchase of a newer scissor lift. This cost is proposed to be shared by Lighting (45%), Wastewater (45%) and Water (10%) due to the projected regular use of the scissor lift in the future. The current lift will be surplus and all funds from the sale will be restored to the lighting department as they initially funded the current lift.

FISCAL IMPACT:

This project (22001) was initially approved in the 2022-23 budget

Approval of this Resolution will authorize a budget adjustment in an amount not to exceed \$30,000 as follows.

Increase fund 30 (lighting) object 500 (capital outlay) \$13,500

Increase fund 40 (wastewater) object 500 (capital outlay) \$13,500

Increase fund 50 (water) object 500 (capital outlay) \$3,000

Actual funds spent will be transferred from each funds capital reserve to operating cash.

PREPARED BY: Kelly Dodds

RESOLUTION NO. 2022-51

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN MIGUEL COMMUNITY SERVICES DISTRICT AUTHORIZING THE GENERAL
MANAGER TO PURCHASE A REPLACEMENT SCISSOR LIFT IN AN AMOUNT NOT TO
EXCEED \$30,000 WITH CORRESPONDING BUDGET ADJUSTMENTS.**

WHEREAS, The San Miguel Community Services District operates Streetlighting and Landscaping, Wastewater, and Water departments within the community; and

WHEREAS, the District currently owns a scissor lift which is used in all the above departments and is prone to mechanical failure and otherwise does not meet the current and future needs of the District; and

WHEREAS, the purchase of a replacement scissor lift will require an adjustment to the Fiscal Year ("FY") 2022-23 Budget.

NOW THEREFORE, BE IT RESOLVED, the San Miguel Community Services District Board of Directors ("Board") does hereby resolve, determine, and order as follows:

1. The Board authorizes the General Manager to purchase a scissor lift in an amount not to exceed \$30,000.
2. The Board authorizes a FY 2022-23 Budget adjustment and fund transfer as follows:
 - Increase to Fund 30 -Expense Object 500 in the amount of \$13,500
 - Increase to Fund 40 -Expense Object 500 in the amount of \$13,500
 - Increase to Fund 50 -Expense Object 500 in the amount of \$3,000
3. The Board directs the Financial Officer to transfer of up to \$30,000 in total from Funds 30, 40, 50 capital funds to operational cash based on final cost of the scissor lift.

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 22nd day of September 2022.

Raynette Gregory, Board President

ATTEST:

APPROVED AS TO FORM AND CONTENT:

Kelly Dodds, General Manager

Douglas L. White, District General Counsel

**Board of Directors
Staff Report**

September 22, 2022

AGENDA ITEM: 4

SUBJECT: Authorizing banking powers for General Manager and Financial Officer, and removing banking powers for former Interim General Manager Robert Roberson

SUGGESTED ACTION: Approve RESOLUTION 2022-50 authorizing banking powers for General Manager Kelly Dodds and Financial Officer Michelle Hido for District bank accounts and removing banking powers for former Interim General Manager Robert Roberson

DISCUSSION:

With the transition from Interim General Manager Robert Roberson to General Manager Kelly Dodds, it is necessary to remove banking powers from Mr. Roberson and approve banking powers to Mr. Dodds.

FISCAL IMPACT:

None.

PREPARED BY: Kelly Dodds

REVISED RESOLUTION NO. 2022-50

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MIGUEL COMMUNITY SERVICES DISTRICT APPROVING THE ASSIGNMENT OF BANKING POWERS FOR GENERAL MANAGER KELLY DODDS AND FINANCIAL OFFICER MICHELLE HIDO FOR DISTRICT BANK ACCOUNTS AND REMOVING FORMER INTERIM GENERAL MANAGER ROBERT ROBERSON

WHEREAS, the San Miguel Community Services District (“SMCSD”) has bank accounts at Pacific Premier Bank (“PPB”) and Pacific Western Bank (“PWB”) to pay operating expenses; and

WHEREAS, SMCSD has previously provided PPB & PWB with an approved resolution stating which SMCSD Board of Directors (“Board”) and staff have been assigned banking powers on behalf of SMCSD; and

WHEREAS, the Board desires to grant the General Manager Kelly Dodds and Financial Officer Michelle Hido banking powers authority with PPB and PWB, which are necessary for the operation of SMCSD; and

WHEREAS, the Board desires to approve assignment of banking powers to SMCSD General Manager Kelly Dodds and Financial Officer Michelle Hido; and

WHEREAS, the Board of Directors desires to remove assignment of banking powers from former Interim General Manager Robert Roberson; and

NOW THEREFORE, BE IT RESOLVED, by the Board of SMCSD that General Manager Kelly Dodds is hereby granted the following banking powers and authority necessary for the operation of SMCSD:

1. To open any deposit or share account(s) in the name of SMCSD; and
2. To endorse checks and orders for the payment of money; and
3. Withdraw or transfer funds on deposit with PPB and PWB.

NOW THEREFORE, BE IT FURTHER RESOLVED, by the Board of SMCSD that Financial Officer Michelle Hido is hereby granted the following banking powers and authority necessary for the operation of SMCSD:

1. To open any deposit or share account(s) in the name of SMCSD, with prior Interim General Manager or SMCSD Board approval; and
2. Withdraw or transfer funds on deposit with PPB and PWB with prior Interim General Manager or SMCSD Board approval

PASSED AND ADOPTED by the Board of Directors on a motion of Director _____, seconded by Director _____ by the following roll call vote:

- AYES:**
- NOES:**
- ABSENT:**
- ABSTAINING:**

The foregoing Resolution is hereby passed and adopted this 22nd day of September.

Raynette Gregory,
President Board of Directors

ATTEST:

APPROVED AS TO FORM:

Kelly Dodds, General Manager

Douglas L. White, District General Counsel

Tamara Parent, Board Clerk

Board of Directors Staff Report

September 22, 2022

AGENDA ITEM: 5

SUBJECT: Discussion on the Board Handbook.

SUGGESTED ACTION: Discuss previously mentioned changes and provide any additional changes or language to staff for inclusion in the handbook revision

DISCUSSION:

The Board Handbook is the document which guides the actions of the Board. Over the life of this document, it has been modified to include, and remove, legal and board directed requirements to provide a basis for how the board conducts themselves, as well as their interaction with the public.

Over the last several months, several Board members have requested to have items revised in, or added, to the handbook. Those items specifically mentioned are listed below with a brief review of those items. This is not an exhaustive list and if the Board wishes to add or remove some or all of these items they should do so and provide direction to staff. There are also numerous clerical errors in the Handbook which, although not discussed or listed here, will be corrected in the version of the handbook that returns to the Board for further review and approval.

Board requested items:

- **Board works for the Community (Chapter 1)**
 - The Board should decide whether they would like to include a more robust statement at the beginning of the Handbook delineating the Boards commitment to the Community and to operate in the best interest of all that receive services from the District.
- **Incorporation of term limits (Chapter 1)**
 - Several Board Members have expressed the need for term limits. Although most of the current board is in their first term, several prior board members had been on the board for multiple terms.
 - The Board should decide if term limits should be included in the handbook and if so what that limit should be.
- **Missing meetings Reg/ Abandonment (Chapter 2 and 4)**
 - Several Board Members have requested to review the attendance requirements for Board Members.
 - The current wording on absences reads; *For the purpose of this Chapter, an “Absence” includes failure to arrive during “Roll Call”, leaving prior to “Adjournment”, departure from a Board Meeting for more than thirty (30) minutes, or failure to attend an entire Board Meeting.*
 - The current wording provides for some excused absences but states: *A Board Member who has three (3) unexcused Absences for a period of three (3) consecutive months will result in a vacancy of his or her seat on the Board*
 - The Board receives a stipend for each meeting that they attend and the requirements for attendance dictate whether a member receives a stipend or not.
 - The Board should decide is the wording in this section should be revised to include special

meetings in the unexcused absences and if changes should be made to the amount of time a member can come in late or leave early before they are no longer eligible for their stipend.

- **Completion of required training to receive a stipend (Chapter 2)**

- The Board is required to have specific training by law, such as ethics and sexual harassment training.
- Since some past board members have refused to take the required training and that training is required by law, but also is required for the District to receive some certifications in transparency and distinction. Some Board members have requested that the training be completed prior to receiving the Board Stipend.
- The Board should decide if the required training should be a requirement to receive a stipend.

- **Tracking of Board training (Chapter 2)**

- The required training for Board members is already being tracked by the Board Clerk.
- The Board should decide whether or not additional language should be added to the Handbook regarding this tracking.

- **Decorum at Board Meetings- SB1100 (Chapter 13)**

- As briefly discussed at the August Board meeting the state passed Senate Bill 1100 which provides additional guidance and regulation on the Decorum at Board Meetings by the Public as well as the Board.
- Legal Counsel recommends that this language and associated references be added to the handbook.
- Unless the Board has specific objection to this, staff will direct Legal to add the necessary section and references.

- **Election Districts**

- Across the state many jurisdictions have switched to election districts.
- Given the size of our District and the difficulty in attracting and retaining Board Members Staff does not feel that further restricting the ability of the few community members to be Board members is prudent at this time.
- The Board should discuss whether or not incorporating election districts will be beneficial for the overall inclusion of the community and oversight of the District. If so, this will need to be researched further with additional information being brought back to the Board for review.

Staff requested items:

- **Completion and filing of required conflict of interest and other forms (Chapter 8)**

- The Board is required to file specific forms with the state as part of being an elected official.
- Since some prior board members have refused to file these forms, specifically the Conflict-Of-Interest Form 700, Staff is recommending that the Board stipend be withheld from Board members who do not complete and submit the required forms. For Board members who must file the Form 700 upon leaving office, staff recommends that the final stipend be withheld until the form is filed.
- The Board should decide if the required filings should be a requirement to receive a stipend.

- **Inclusion of statement regarding use of District Email**

- Staff recommends including a statement that all email transmittal of District related business by Board Members be by Secure District email. Use of personal emails for District Business opens the District and the Board Member to potential legal liability.
- **Inclusion of statement regarding providing board packets in digital format.**
 - Staff recommends including a statement that, where possible, all information, including Board Packets, will be by email or other secure electronic means. That printing of large amounts of information is wasteful and harmful to the environment.

FISCAL IMPACT:

Staff and legal time to make revisions and prepare a draft handbook copy for the board.

PREPARED BY: Kelly Dodds

San Miguel
Community
Services District



Board Members'
Handbook

Board Members' Handbook September 2017
Revised January 18, 2018
Revised January 23, 2020
Revised Chapter 4 September 24, 2020
Revised October 28, 2021
Revised Chapter 11, November 19, 2021
Revised Chapter 11, August 25, 2022 (2022-40)

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PART I: ADMINISTRATIVE GUIDELINES

Chapter 1: Introduction & Overview

A. Purpose of San Miguel Community Services District Board Member's Handbook

The San Miguel Community Services District ("District") has prepared this Board Members' Handbook ("Handbook") to assist Board Members and other District Officials (collectively, "District Officials") by documenting accepted practices and clarifying expectations. This Handbook should serve as a reference on adopted practices and procedures pertaining to District Board of Directors ("Board") meetings, committee meetings or advisory groups, if any, provide an overview of District operations, Board powers and responsibilities, expected behavior and decorum from Board Members and other elected or appointed officials, and other related matters.

The Handbook supersedes any other Handbooks which govern the Board, Committees, or Advisory Groups.

B. Overview of Basic Documents

This Handbook is a summary of the important aspects of District Officials' activities. However, it cannot incorporate all materials and information necessary for understanding the business of District Officials. Many other laws, plans, and documents exist which bind the District Officials to certain courses of action and practices. A summary of some of the most notable documents which establish District Officials' direction is provided below.

1. California Government Code

The California Government Code contains many requirements for the operation of local government and administration of public meetings throughout the state. Many of these requirements, such as open meeting laws, is to ensure there is broad awareness of such requirements. The District is a "Special District" which means it is organized in accordance with provisions of the California Government Code and it is bound by the state's general law.¹

2. Annual Budget

The District's annual budget provides a description of District services and the resources used to provide services. The document contains a broad overview of the budget, as well as descriptions of programs offered within each division of the organization.

3. Emergency Operations Plan

The District is in the process of drafting an emergency plan entitled "Emergency Operations Plan", which will describe actions to be taken in periods of extreme emergency. The Emergency Operations Plan may be updated from time to time. The Board may be called upon during an emergency to establish policies related to the specific incident.

C. Orientation of New District Officials

It is important that new and incoming District Officials gain an understanding of the full range of services and programs provided by the District. As Board Members join the Board, or other District Officials join their respective committees, the General Manager is instructed to provide invitations for Members to tour facilities and meet with key Staff. At any time if there are facilities or programs about which Board Members would like more information, arrangements will be made to increase awareness of these operations.

D. Board Member Qualifications

Each Board Member shall not hold an incompatible office. Each Board Member shall hold office and discharge his or her duties with loyalty. Each Board Member shall attend all regular and special meetings of the Board, unless there is good cause. Removal or replacement of a Board Member shall be governed by the requirements set out in Government Code §§ 1770-1782 and outlined in detail in Chapter 8 of this Handbook.

E. Basic Definitions

1. Chair/Presiding Officer is the individual authorized by law or District Policy to oversee, direct and preside over the public meeting of the Board or any other District Committee.
2. Board of Directors is the governing body of the District, comprised of four (4) directors and one (1) President of the Board. Each Board Member serves a term of office of four (4) years or until his or her successor qualifies and takes office. Board Members shall take office at noon on the first Friday in December following their election.
3. District Official is any elected or appointed Member of the Board or District Committee established by resolution or Board policy.

Chapter 2: Board—General Powers and Responsibilities

A. Board Authority

The Board is the unit of authority within the District. Board Members have no individual authority. As individuals, Board Members may not commit the District to any policy, act, or expenditure. Board Members do not represent any fractional segment of the community, but are part of the body, which represents and acts for the District as a whole. Routine matters concerning the operational aspects of the District are to be delegated to the professional District Staff Members.

B. Board Functions

The Board is the legislative body of the District; its Members are the community's decision makers. Power is centralized in the elected Board collectively and not in an individual Board Member. The Board approves the budget and determines the public services to be provided and the taxes, fees, and assessments to pay for these public services. It focuses on the District's mission to provide fire protection, wastewater, water, lighting, and solid waste collection. The Board appoints a professional General Manager to carry out the administrative responsibilities of the District.

C. Board President and Vice-President Functions

1. President

The President is to preside at all Meetings of the Board and perform such other duties consistent with the office as may be imposed by the Board. At Board Meetings, the President assists the Board in focusing on the agenda, discussions, and deliberations. The President does not possess any power of veto. As presiding officer of the Board, the President is to faithfully communicate the will of the Board majority in matters of policy. The President is also recognized as the official head of the District for all ceremonial purposes. The President shall be selected by the Board annually in December.

2. Vice-President

The Vice-President shall perform the duties of the President during the President's absence or disability. The Vice-President shall serve in this capacity at the pleasure of the Board.

D. Attendance Requirements

Each Board Member shall attend all Meetings of the Board, unless he or she has an excused absence. For the purpose of this Chapter, an "Absence" includes failure to arrive during "Roll Call", leaving prior to "Adjournment", departure from a Board Meeting for more than thirty (30) minutes, or failure to attend an entire Board Meeting.

An excused absence may include:

- a. Illness of the Member, illness or death of a Member's spouse, domestic partner, parent, child, sibling, or dependent; or
- b. Board-related business; or
- c. Personal leave (limited to one per fiscal year); or
- d. Emergency; or
- e. Required military service; or
- f. Maternity or paternity leave; or
- g. Board consensus excusing such an absence.

A Board Member who has three (3) unexcused Absences for a period of three (3) consecutive months will result in a vacancy of his or her seat on the Board.²

1. **Consent Calendar:** At every Board Meeting, the Board will vote to determine whether an Absence, as defined above, from a meeting will be deemed "excused." Absences of a prior meeting will be considered during the Consent Calendar of the following meeting, unless a Board Member requests that the item be removed in order to further discuss it.
2. **Required Sign-In Sheets.** In order to receive his or her monthly stipend, Board Members will be required to sign-in on two separate occasions at each Board Meeting.

The first sign-in sheet will be circulated at the "Call to Order" agenda item of the open session of the Board Meeting. The second sign-in sheet will be circulated during the "Board Comments" agenda item of the Board Meeting.

E. Appointment of General Manager and District Counsel

The Board appoints two (2) positions within the District organization: General Manager and District Counsel. Both positions serve at the will of the Board.

1. General Manager

Is an employee of the District and has an employment agreement which specifies terms of employment, including an annual evaluation by the Board. The General Manager shall be the administrative head of the District under the direction of the Board. He or she shall be responsible for the efficient administration of all the affairs of the District, which are under the General Manager's control. The General Manager shall also be responsible for the duties outlined in the Government Code.³

2. District Counsel

District Counsel services will be provided by contract. The District Counsel attends all Board Meetings, as well as other meetings at the request of the Board as deemed necessary. The District Counsel is appointed and serves at the pleasure of the Board.

F. Role in Emergency

The Board has some extraordinary powers for the protection of persons and property within the District in the event of an emergency. The District is currently in the process of drafting an "Emergency Operations Plan" by and which the role of Board Members and District Staff will be explained.

G. Standing Committees

Currently the Board does not have any standing committees or advisory groups. In the event the Board elects to reestablish committees or advisory groups in the future, the Handbook will be revised to reflect the general powers and responsibilities for each committee or advisory group.

Chapter 3: Board Administrative Support

A. Requests for Research or Information

Board Members may request information or research from the General Manager on a given topic. All Board Member requests for research or information should only be directed to the General Manager and not directly to a District Staff Member. Requests for new information or policy direction will be brought to the full Board for consideration at a regular meeting. All written products will be provided to the full Board.

B. Inappropriate Actions

The Board has delegated the General Manager the responsibility to discuss, on behalf of the full Board, any perceived or inappropriate action by a Board Member. The General Manager will discuss with the Board Member the action and suggest a more appropriate process or procedure to follow. After this discussion, if further inappropriate action continues, the General Manager will report the concern to the full Board.

Chapter 4: District Finances

A. Board Member Compensation

Pursuant to Government Code section 61047, Board Members are authorized to receive up to One Hundred Dollars (\$100.00) per day of service, limited to six (6) days in one (1) month, and all other expenses incurred.

Board Members may waive their stipends as provided by state law⁴, however, they may not elect to assign their salary to any person or entity, including a charitable organization.

Per Day of Service means that compensation is limited to no more than One Hundred Dollar stipend (\$100.00) per day (i.e. a special meeting and a regular Board Meeting in the same day would be compensated with a single stipend payment for that day).

The following types of authorized functions are eligible for compensation:

1. Regularly scheduled board Meetings.
2. One (1) special Meeting a month.
3. One (1) special or informal work session or conference per month.
4. Emergency Meetings of any duration.
5. Participation in a training program on a topic that is directly related to the district as assigned or approved by the Board. Members attending must deliver a written report to the Board of Directors regarding the Member's participation at the next Board of Directors' Meeting following the training program.
6. Board-appointed regional meetings that are not already reimbursed. Board Members attending must deliver a written report to the Board of Directors regarding the Member's representation at the next board of directors' meeting following the public meeting or public hearing.
7. Participation in a scheduled Board retreat or Board training session.

Forfeiture of Stipend. A Board Member will not be eligible for a stipend under the following conditions:

1. For the relevant Board Meeting if a Board Member fails to arrive for "Roll Call", leaves prior to "Adjournment", leaves for a period of more than thirty (30) minutes in the middle of that Board Meeting, or fails to attend the entire Board Meeting, without a Board-approved excused absence.
2. No Board Member shall receive a stipend during a fiscal emergency. A fiscal emergency is defined as one of the following:

- a. Half of all departments are running negative budget balances for two (2) consecutive years;
 - b. At any time in which the total Operational Reserve for the District falls below fifteen percent (15%) of the Board approved, operational revenue budget OR operational expenditure budget for that period;
 - c. If the District declares bankruptcy; or
 - d. Existing departmental Staff are laid off due to budget problems.
3. Two (2) unexcused Absences will result in a forfeiture of the Board Member's stipend for the remainder of the fiscal year.

Additional Requirements. As a condition of receiving board stipends, the collective Board shall be required to undergo a yearly Board analysis.

Additional Compensation. Any future increases or changes to these rules that results in an increased fiscal impact to district shall be made through an ordinance pursuant to Government Code 61047(b) and shall be brought before the voters at a regularly scheduled election.

B. Expenditure Allowance

The annual District budget may include an expenditure allowance for expenses necessary for Members to undertake official District business. Eligible expenses include travel expenses, including meals for Board Members, and mileage reimbursement, which are made for District business.⁵ Donations to organizations are not eligible, nor are meals, for individuals other than Board Members.

C. Expenditure Guidelines

Any expense must be related to District affairs.⁶ Public property and funds may not be used for any private or personal purpose. For example, reimbursement is not allowed to pay for meals at a meeting to discuss political or campaign strategies. It is also inappropriate for District funds to pay for a meal or other expenses of a private citizen or spouse attending a meeting.

District budgetary practices and accounting controls apply to expenditures within the District budget. Board Members should plan expenditures which will allow them to remain within the annual allocation. When exceptional circumstances require that additional amounts be allocated, the request must be made to the General Manager, and Board action may be necessary. Reimbursement requests should be made through the General Manager's office, with receipts. Expenditure records are public information.

Chapter 5: Board Member Communications

A. Overview

Perhaps the most fundamental role of a Board Member is communication; communication with the public to assess community options and needs, and communication with Staff to provide policy directions and to gain an understanding of various policy alternatives. Because the Board performs as a body (that is acting based on the will of the majority as opposed to individuals), it is important that general guidelines be understood when speaking “for” the Board. Equally important, when Members are expressing personal views and not those of the Board, the public should be so advised. When responding to constituent requests or concerns, Board Members should respond to the individuals in a positive manner and route their questions to the General Manager.

B. Speaking “for the District”

When Board Members are requested to speak to groups or are asked the Board’s position on an issue, the response should reflect the position of the Board as a whole. Of course, a Board Member may clarify their vote on a matter by stating “While I voted against X, the Board voted in support of it.” When representing the Board at meetings or other venues, it is important that those in attendance gain an understanding of the Board’s position rather than that of an individual Member.

C. Correspondence from Board Members

1. Members of the Board may be called upon to write letters to citizens, businesses or other public agencies. Typically, the President will be charged with transmitting the District’s position on policy matters to outside agencies on behalf of the Board. Individual Members of Board will often prepare letters for constituents in response to inquiries or to provide requested information.
2. The following is the policy of the Board relative to official and non-official correspondence by Members of the Board:
 - a. Board Members shall not write or send letters on District stationary or letterhead without Board approval.
 - b. The President is authorized to send thank you and acknowledgement letters as they directly pertain to the District in its usual course of business. Such correspondence shall not represent or include Board endorsements, positions, etc. All correspondence signed by the President shall have a copy forwarded to each Board Member.

- c. Board Members may endorse political candidates, initiatives, legislation or positions using their own stationary. They may identify themselves by Board position and title, but in no case shall said endorsements infer that the District or Board supports said position or candidate. Board Members are encouraged to notify or send copies of said endorsement to the full Board.
- d. The Board policy is that it will not support individual political candidates but may vote to support or take stands on initiatives, measures, or other legislation as appropriate and permissible under state law. The President shall be authorized to sign letters stating the Board's position.

D. Confidential Issues

Confidential issues, including anything which has been discussed in a closed session, shall not be disclosed to any Member of the public, including the press.

E. Local Ballot Measures

At times, ballot measures may be placed on the ballot that affect Board policy. There are restrictions regarding what actions the Board or individual Members may take on ballot measures under California law.

F. State Legislation, Propositions

The Board may be asked to take action on pending State legislation. The Board has adopted a practice of requiring analysis of bills prior to taking any official position. The analysis is to include a summary of the legislation's purpose and a listing of those entities both in support and against the proposed legislation.

G. Proclamations

Ceremonial proclamations are often requested of the District in recognition of an event or individual. Proclamations are not statements of policy but a manner in which the District can make special recognition of an event (e.g. Recycling Week). As part of his or her ceremonial responsibilities, the President is charged with administration of proclamations. Individual Board Members do not issue proclamations but may request that the President issue a proclamation.

Chapter 6: District Officials—Conflicts & Liability

A. Conflict of Interest

State laws are in place that attempt to eliminate any action by a District Official that may reflect a conflict of interest. The purpose of such laws and regulations is to ensure that all actions are taken in the public interest.

Newly elected officials are required to file a Statement of Economic Interest (Form 700) within thirty (30) days of being sworn into office. Thereafter, elected officials are required to file an annual Form 700. The General Manager will notify the District Officials of any filing requirements. Written permission must be obtained before posting elected officials' home addresses or telephone numbers on the Internet.

At any time if a District Official believes that a potential for conflict of interest exists, he or she is encouraged to consult with the District Counsel, or private legal counsel, for advice. Staff may also request an opinion from the District Counsel regarding a District Official's potential conflict. Laws which regulate conflicts are very complicated. Violations may result in significant penalties or fines, including criminal prosecution. While not inclusive, a general summary of conflict rules has been prepared and appears below.

There are several laws that govern conflicts of interest for public officials in California – the Political Reform Act and Government Code sections 1090 and 87105 (<http://leginfo.legislature.ca.gov/faces/codes.xhtml>). In general terms, the Political Reform Act prohibits a public official from having a financial interest in a decision before the official. Government Code section 1090 prohibits a public official from being interested in government contracts; Government Code section 87105 requires a public official who has a conflict of interest to publicly announce the conflict, recuse himself or herself, and leave the room until after the discussion and voting on the matter is complete.

B. Political Reform Act

The Political Reform Act prohibits public officials from making, participating in, or in any way attempting to use their official position to influence a governmental decision in which they know, or have reason to know, that they have a disqualifying conflict of interest. Therefore, if a public official has a conflict of interest, the public official must disqualify himself or herself from acting on, or participating in, the decision before the District. During that discussion, the public official must leave the area where the discussion is taking place.

A public official has a financial interest if “it is reasonably foreseeable that the decision will have a material financial effect, distinguishable from the effect on the public generally” on one (1) or more of the economic interests of the public official or a Member of the public official’s immediate family.⁷

As of 2016, economic interests include interests in businesses worth Two Thousand Dollars (\$2,000) or more, interests in real property, both ownership and leases, worth Two Thousand Dollars (\$2,000) or more, a source of income in an amount of Five Hundred Dollars (\$500) or more, and gifts of Four Hundred Sixty Dollars (\$460) or more provided to or received within one (1) year of the decision.⁸ These dollar amounts are subject to annual increases. Please check with the District Counsel to verify the current dollar amounts.

Often the economic interest involved is real property owned or leased by the District Official. In these cases, a public official is presumed to have a conflict of interest if he or she has a direct or indirect interest worth Two Thousand Dollars (\$2,000) or more in fair market value.⁹ If a Board Member has a pro rata share interest in real property, in which the Board Member or immediate family Member owns, and has a ten percent (10%) or greater interest in the property, then that is also a conflict of interest.¹⁰

Determining whether a Board Member has a disqualifying conflict of interest is very complicated and fact specific. Please contact the District Counsel if you suspect that you may have a conflict of interest so that a formal four-step analysis of the potential conflict can be provided.

Government Code section 87105 states that a Board Member who has a conflict of interest must recuse himself or herself and leave the room, unless the matter is on the consent calendar.¹¹ After it has been determined that a conflict of interest exists under the Political Reform Act, the following steps must take place:

1. Publicly identify the financial interest.

This must be done in enough detail for the public to understand the economic interest that creates the conflict of interest. Residential street addresses do not have to be disclosed.

2. Recuse yourself from both the discussion and the vote on the matter.

Recusal applies to all proceedings related to the matter

3. Leave the room until the matter has been completed.

The matter is considered complete when there is no further discussion, vote, or any other action.¹²

Exceptions: if the matter is on the consent calendar, recusal is not required. Additionally, if the individual with the conflict wants to speak during public comment, he or she may do so as a private citizen. However, this is the only time he or she may be in the room while the matter is being considered.

The Fair Political Practices Commission (“FPPC”) has published lengthy regulations and opinions on conflicts of interest that are useful in determining whether a particular financial interest or decision could give rise to disqualification based on a potential conflict of interest. The FPPC also puts out informational pamphlets to assist public officials in determining what types of situations may give rise to prohibited conflicts of interest.

C. Government Code Section 1090

Government Code section 1090 is similar to the Political Reform Act, but it applies only to District contracts in which a public official has a financial interest. The financial interests covered by Government Code section 1090 are different than those in the Political Reform Act. Having an interest in a contract may preclude the District from entering into the contract at all. In addition, the penalties for violating Government Code section 1090 are severe. If a District Official believes that he or she may have any financial interest in a contract that will be before the Board, the District Official should immediately seek advice from the District Counsel or the District Official’s personal attorney.

There are a number of other restrictions placed on Board actions, which include prohibitions on secrecy and discrimination, as well as assurance that all District funds are spent for public purposes. Violations of these restrictions may result in a personal liability for individual District Officials.

D. Conflict of Interest Forms

Annual disclosure statements are required of all Board Members and senior Staff. These disclosure statements indicate potential conflicts of interest, including sources of income, ownership of property, and receipt of loans and gifts. Board Members often serve on the governing board of other local agencies as a result of appointment or delegation through the Board. These agencies will also require submittal of disclosure forms. These forms require information including income, loans, receipt of gifts, and interest in real property, among other items.

E. Ex Parte Communications

All Board Members may have “ex parte” communications – meaning communications outside the meeting forum. However, such communication should not be encouraged, made, or accepted when such communication is designed to influence the official decision or conduct of the District Official in order to obtain a more favored treatment or special consideration to advance the personal or private interests of himself or herself, or others. This guarantees that all interested parties to any matter shall have equal opportunity to express and represent their interests. The applicable California law, the Brown Act, is discussed in Chapter 9 of this Handbook and provides more detail as to Board Members’ obligations under California State law.

F. Liability

The District offers a variety of services and may often find itself subject to legal actions through lawsuits. The District must always approach its responsibilities in a manner which reduces risk to all involved. However, with such a wide variety of high profile services (e.g. fire, utilities), risk cannot be eliminated. The District belongs to the Special District Risk Management Association to manage insurance and risk activities. When claims are filed against the District they are sent to the District's claims examiner to review and make recommendations. Unless there is a clear liability on the part of the District, the claim will normally be recommended for denial. The claim is placed on the District agenda for rejection, but will only be discussed in closed session if the Board desires. The Board should be careful discussing details of a claim or lawsuit outside of closed session.

It is important to note that violations of certain laws and regulations by individual District Officials may result in that official being personally liable for damages which would not be covered by the District's insurance. Examples may include discrimination, harassment, or fraud.

G. AB 1234 Training

California State law requires the District to advise District Officials, subject to California's ethics education requirements, about their compliance options at least once a year.¹³ The District will ensure that all District Officials will be provided the AB 1234 Ethics Training.

H. AB 1661 Training

Beginning January 1, 2017, the state law will require local agency officials to receive sexual harassment prevention training and education within the first six (6) months of taking office and every two (2) years thereafter.¹⁴

Chapter 7: District Officials—Interaction with Staff and Officials

A. Overview

Board policy is implemented through District Staff. Therefore, it is critical that the relationship between the Board and Staff be well understood by all parties so policies and programs may be implemented successfully. To maintain effective relationships between the Board and Staff, it is important that roles are clearly recognized.

B. Board-Manager Relationship

1. Employment Relationship Between the Board and the General Manager

This relationship honors the fact that the General Manager is the chief executive officer of the District. The Board should avoid situations that can result in District Staff being directed, intentionally or unintentionally, by one (1) or more Members of the Board. Regular communication between the Board and the General Manager is important in maintaining open communications. All dealings with the General Manager, whether in public or private, should respect the authority of the General Manager in administrative matters. Disagreements should be expressed in policy terms rather than in terms that question satisfaction with or support of the General Manager.

2. Evaluation

The Board is to evaluate the General Manager on an annual basis and pursuant to the terms of the General Manager's contract with the District.

3. Open Communication

As in any professional relationship, it is important that the General Manager keep the Board informed. The General Manager respects, and is sensitive to, the political responsibility of the Board and acknowledges that the final responsibility for establishing the policy direction of the District is held by the Board. The General Manager encourages regular one on one meetings with Board Members to provide information on various issues before the Board.

4. Staff Roles

The Board recognizes the primary functions of Staff as executing Board policy and actions taken by the Board and in keeping the Board informed. Staff is obligated to take guidance and direction only from the Board as a whole through the General Manager or from the appropriate management supervisors. The Board is discouraged from instructing Staff directly, but should instead, submit any requests to the General Manager or District Counsel. Further, any comments or concerns from the Board should be communicated to the General Manager or District Counsel. Staff is directed to reject any attempts by individual Members of the Board to unduly direct, or otherwise pressure, them into making, changing, or otherwise influencing recommendations. District Staff will make every effort to respond in a timely and professional manner to all requests made by the General Manager on behalf of an individual Board Member for information or assistance, provided that the request is not of a magnitude, either in terms of workload or policy, which would require that it would be more appropriately assigned to Staff through the direction of the full Board.

C. General Manager Code of Ethics

The General Manager is subject to a professional code of ethics from his or her professional association. These standards appear in Appendix A of this Handbook, the International City/County Management Association (“ICMA”) Code of Ethics. It should be noted that this code binds the General Manager to certain practices which are designed to ensure actions are in support of the District’s best interests. Violations of such standards can result in censure by the professional association.

D. Board-District Counsel Relationship

1. District Counsel

The District Counsel is the legal advisor for the Board, the General Manager, and department heads. The District Counsel will keep the Board apprised of current, relevant court rulings and legislation as it pertains directly to District business or litigation.

2. District Counsel Legal Responsibilities

The general legal responsibilities of the District Counsel are to:

- a. Provide legal assistance necessary for formulation and implementation of legislative policies and projects;
- b. Represent the District’s interest, as determined by the District, in litigation, administrative hearings, negotiations and similar proceedings;
- c. Prepare ordinances, resolutions, contracts, and other legal documents to best reflect and implement the purposes for which they are prepared; and
- d. To keep the Board and Staff apprised of court rulings and legislation affecting the legal interest of the District.

3. District Counsel Representation

It is important to note that the District Counsel does not represent individual Board Members but the Board as a whole.

E. General Manager-District Counsel Relationship

The District Counsel provides legal support and advice to the General Manager to assist him or her in implementing Board policies and exercising his or her authority as the chief executive officer of the District. The District Counsel also keeps the General Manager apprised of current relevant court rulings and legislation. It is important to note that the District Counsel represents the Board and the District as a whole, not the General Manager, Board Members, or individual residents of the District. The District Counsel may share confidential information obtained from the General Manager with the Board if necessary to protect the best interests of the District and vice versa.

1. District Officials

In order to manage the costs of legal services, the Board must meet and discuss in closed session and a quorum of Board members must agree that an individual Board member may contact District Counsel on any matters which would cause District Counsel to undertake legal research and analysis in order to provide an opinion or guidance to the member. This does not apply to any perfunctory inquiries or ministerial matters where the Board member contacts District Counsel. The Board President need not seek nor obtain Board approval to confer with District Counsel on any matter which he or she deems necessary or in circumstances where Counsel reaches out to the President in order to facilitate the appropriate performance of District or Board business.

F. Access to Information and Communications Flow

1. Objectives

It is the responsibility of Staff to ensure Board Members have access to information from the District and to ensure such information is communicated completely and with candor to those making the request. However, Board Members must avoid intrusion into those areas that are the responsibility of the Staff. Individual Board Members shall not intervene in Staff decision-making, the development of Staff recommendations, scheduling of work, and executing department priorities. This is necessary to protect Staff from undue influence and pressure from individual Board Members and to allow Staff to execute priorities given by the General Manager on behalf of the Board as a whole without fear of reprisal.

2. Board Roles

The full Board retains power to accept, reject, amend, influence, or otherwise guide and direct Staff actions, decisions, recommendations, workloads and schedules, departmental priorities, and the performance of District business. Individual Members of the Board shall not make direct attempts to pressure or influence Staff decisions, recommendations, workloads, schedules, and department priorities. If a Board Member wishes to influence the actions, decisions, recommendations, workloads, work schedule, and priorities of Staff, that Member must prevail upon the Board to do so as a matter of Board policy. Board Members also have a responsibility of information flow. It is critical that they make extensive use of Staff reports, Committee reports, and committee minutes. Board Members should come to meetings prepared—having read the board agenda packet materials and supporting documents, as well as any additional information or memoranda provided on District projects or evolving issues. Additional information may be requested from Staff, if necessary.

3. Access to Information

Individual Board Members, as well as the Board as a whole, are permitted complete freedom of access to any information requested of Staff and shall receive the full cooperation and candor of Staff in being provided with any requested information. Any request for information shall be directed to the General Manager. The General Manager or District Counsel will pass critical information to all Board Members. The Board will always be informed by the General Manager or District Counsel when a critical or unusual event occurs about which the public would be concerned.

There are limited restrictions when information cannot be provided. Draft documents (e.g. Staff reports in progress) are under review and not available for release until complete and after review by District management. In addition, there are legal restrictions on the District's ability to release certain personnel information even to Members of the Board. Confidential personnel information also has restrictions on its ability to be released. Any concerns Board Members may have regarding the release of information, or the refusal of the General Manager to release information, should be discussed with the District Counsel for clarification.

G. Dissemination of Information

In cases where a Staff response to an individual Board Member request involves written materials which may be of interest to other Board Members, the General Manager will provide copies of the material to all other Board Members. In making this judgment, the General Manager will consider whether the information is significant, new, otherwise not available to the Board, or of interest to the Board.

H. Restrictions on Political Involvement by Staff

Local governments are non-partisan entities. Staff formulates recommendations in compliance with District policy and for the good of the community and is not influenced by political factors. For this reason, it is very important to understand the restrictions of Staff in any level of political involvement through campaigns, fundraisers, or other means.

1. Staff Members

By working for the District, Staff Members do not surrender rights to be involved in local elections. Indeed, laws are in place to preserve those rights. However, there are limitations to such involvement. Different restrictions apply to management and general employees.

2. Management Staff

The General Manager strongly discourages any involvement in local campaigns even while on personal time. Such involvement erodes the tenet that Staff are to provide an equal level of service to all Members of the Board.

3. General Employees

These employees have no restrictions while off the job, however, no participation in campaigns or other activities may take place while on the job. No District resources may be used by Staff in support of any campaign. Even while off the job, no employee may participate in campaigns or other political activities while in District uniform. For example, posing for a promotional photograph for a candidate for local office while in uniform is inappropriate. The support of the Board in these matters is requested. A Board Member asking Staff to sign petitions or similar items can create an awkward situation.

I. General Conduct Expectations

Board Members are expected to uphold a high standard of civility towards each other and to abide by the District's Ethics and Civility Code. Civility is expected between Board Members, the public, and District Staff while in Board Meetings and when out in public. Rude behavior and profanity will not be tolerated. While in public, Board Members should be aware that they are still viewed as elected representatives of the residents of the District. As such, Board Members' behavior in public shall be appropriate and shall not include inappropriate gesturing (including, but not limited to, crude or offensive body language, gyrating, or other inappropriate body movements) or profanity. While social media, with its use of popular abbreviations and shorthand, does not adhere to standard conventions of correspondence, the content and tenor of online conversations, discussions, and information posts should model the same professional behavior displayed during Board Meetings and community Meetings.

Social media sites are not to be used as mechanisms for conducting official District business other than to informally communicate with the public. Examples of business that may not be conducted through social media include making policy decisions, official public noticing, and discussing items of legal or fiscal significance that have not been previously released to the public. Officials' social media site(s) should contain links directing users back to the District's official website for in-depth information, forms, documents, or online services necessary to conduct official District business. Officials will not post or release proprietary, confidential, or sensitive information on social media websites. Board Members must conduct themselves in a respectable manner so as not to damage the prestige of his or her elected title. In the performance of their official duties and in public, they should refrain from any form of conduct which may cause any reasonable person unwarranted offense or embarrassment. Board Members will be provided District e-mail addresses. Board Members shall not use his or her personal e-mail address for District-related matters.

Chapter 8: Leaving Office

A. Filling Board Vacancies

Once it has been determined that a seat on the Board is vacant, the District must notify the San Luis Obispo County elections official that there is a vacancy within fifteen (15) days of the Board being notified of the vacancy, or the effective date of the vacancy, whichever date comes later.¹⁵ A vacancy on the Board may be filled by appointment, call of a special election, or in the manner prescribed by law.¹⁶ Alternatively, the Board may appoint a person to fill a vacancy on the Board to hold office only until the date of a special election, which shall be immediately called to fill the remainder of the term.

1. Appointing a New Member

If the Board wishes to appoint a new Member, it must do so within sixty (60) days of either being notified of the vacancy or the effective date of the vacancy, whichever date comes later.¹⁷ Once the appointment has been made, the District must notify the San Luis Obispo County elections official within fifteen (15) days of the appointment.¹⁸

2. Special Election

If the Board wishes to hold a special election, it must call the election within sixty (60) days of either being notified of the vacancy or the effective date of the vacancy, whichever comes later.¹⁹ The election shall be held on the next established election date, as long as it is at least one hundred thirty (130) days after the call of the election.²⁰

3. Intervention by the Board of Supervisors

If the Board chooses not to call an election or make an appointment within sixty (60) days to fill the vacancy, then the San Luis Obispo County Board of Supervisors may fill the vacancy with an appointment or call for an election within ninety (90) days of the vacancy.²¹ If the County Board of Supervisors call for an election, it shall be held on the next established election date, which is at least one hundred and thirty (130) days from when the election is called.²²

B. Conflicts of Interest While Leaving Office

A public official may not use his or her official position to influence prospective employment. California law prohibits elected officials, who held a position with the agency from lobbying the agency, to take any action within one (1) year of the official's departure from office or employment.²³ However, the individual may appear before the agency with which the official worked if the official is appearing on behalf of another public agency, or in their individual capacity.

PART II: BOARD PROCEDURAL GUIDELINES

Chapter 9: Open Meetings—Brown Act

A. Policy

1. Introduction

The Board shall comply with the provisions of the Ralph M. Brown Act, the Open and Public Meeting Law (the "Brown Act").²⁴

2. Penalties and Applicability

The intent of the Brown Act is to ensure that deliberation and actions of local public agencies are conducted in open and public meetings.

a. Penalties.

The law provides for misdemeanor penalties for Members of a body who violate the Brown Act.²⁵ Violations are also subject to civil action.²⁶

b. Applicability.

The Brown Act applies to the Board, committees, and ad hoc committees that advise the Board. Staff cannot promote actions which would violate the Brown Act.

B. Meetings

1. General

All meetings shall be open and public. A meeting takes place whenever a quorum (three (3) or more Members) is present and information about the business of the body is received; discussions qualify as a meeting. Motions must be passed unanimously if only three (3) Board Members attend.²⁷ Social functions do not fall under the Brown Act unless District business is discussed.

2. Serial Meetings

These can take place, and are prohibited by the Brown Act, when any Member of the Board or District Staff contact more than two (2) Board Members for the purpose of deliberating or acting upon an item pending before the Board (does not apply to the public or media). Correspondence that merely takes a position on an issue is acceptable.

C. Procedure

The following procedure shall be followed:

a. Posting the Agenda

Agendas for regular Meetings must be made available seventy-two (72) hours in advance of the Meeting in the District's office and must include the following: Time and location of the Meeting.

- i. Description of the agenda items. The description should be reasonably calculated to adequately inform the public and should include the contemplated Board action.

- ii. Public Comments Section. A section providing an opportunity for Members of the public to address the Board. (The public comments portion of the agenda meets this requirement.)

b. Agenda Items

Requests for items to appear on the Board's regular Meeting agenda shall be presented to the General Manager, or his or her designee, in writing no later than 4:30 p.m., two (2) weeks prior to the meeting date.

D. Actions

No action can be taken on any item not appearing on the posted agenda, except as set forth in Government Code section 54954.2.

E. Ex Parte Communication

Board Members who have ex parte communications with a party that appears before them at the Meeting, should disclose that he or she had ex parte communication with the party. This can be done by stating that the Board Member had ex parte communication with a party, at a time in the meeting when the item is discussed.

Any written ex parte communication received by a District Official in a matter when all interested parties should have an equal opportunity for a hearing, shall be made a part of the record by the recipient.

Further information pertaining to ex parte communication can be found in Chapter 6, subsection E of this Handbook.

Chapter 10: Board Meetings

A. Board Meetings

1. Regular Meetings

Regular Meetings of the Board shall be held the fourth Thursday of each month, whereby closed session will commence at 6:00 p.m. and the regular Meeting will commence at 7:00 p.m., at the San Miguel Fire Station located at 1150 Mission Street, San Miguel, California.

a. Other Locations

The Board may, from time to time, elect to meet at other locations within the District and upon such election, shall give public notice of the change of location in accordance with provisions of the Government Code.²⁸

b. Location During Local Emergency

If by reason of fire, flood, or other emergency, it shall be unsafe to meet at the San Miguel Fire Station, the Meetings may be held for the duration of the emergency at such other place as may be designated by the President, or if the President does not so designate, by the Vice President or the General Manager.²⁹

c. Holidays

When the day for any regular meeting falls on a legal holiday, the regularly scheduled meeting for that day shall be held on the next regular business day at the regular time and place or at such other time as shall be determined and noticed by the Board.

2. Special Meetings & Emergency Meetings

Special Meetings and emergency Meetings of the Board may be called and held from time to time consistent with, and pursuant to, the procedures set forth in the Government Code.³⁰

Notice for a special Meeting must be delivered personally or by mail at least twenty-four (24) hours before the time of such meeting as specified in the notice to all Board Members. The call and notice shall specify the time and place of the special meeting and the business to be transacted or discussed. The call and notice shall be posted at least twenty-four (24) hours prior to the special meeting in a location that is freely accessible to Members of the public.

Written notice to all Board Members can be waived if the majority of the Board declares an emergency situation pursuant to Government Code section 54956.5, which requires the District to act immediately to preserve public peace, health, and safety over the District.

3. Adjourned Meetings

The Board may adjourn any regular, adjourned regular, special or adjourned special meeting to a time and place specified in the order of adjournment pursuant to the procedures set forth in the Government Code.³¹

At 10:00 p.m., the Board may finish a pending agenda item, but then must adjourn the meeting to the next regularly scheduled meeting, or to a special meeting. The Board, by a unanimous vote, may vote to finish the remaining agenda items past the 10:00 p.m. deadline.

4. Closed Session

The Board may hold closed sessions during any regular or special meeting, or any time otherwise authorized by law, to consider or hear any matter which is authorized by state law to be heard in closed session. The general subject matter for consideration shall be expressed in open meeting before such session is held.³²

a. Time Limit

Closed session may begin earlier than 6:00 p.m., as needed, as long as the closed session items are agendaized and the time for their consideration is specified in the agenda. Closed session must conclude promptly at 7:00 p.m. regardless of whether there is a pending action that must be taken. Closed session may be continued and reconvened after the regular meeting to finish any unfinished agenda items.

5. Cancellation of Regular Meetings

Any meeting of the Board may be canceled in advance by a majority of the Board.

6. Quorum.³³

A majority of the Board constitutes a quorum for transaction of business. However, a motion must pass unanimously if only three (3) Board Members attend. Less than a majority may adjourn from time to time and compel attendance of absent Members in the manner and under the penalties prescribed by resolution. If all Board Members are absent from any regular meeting, the General Manager shall declare the meeting adjourned to a stated day and hour. The General Manager shall cause a written notice of the adjournment to be delivered personally to each Board Member at least three (3) hours before the adjourned meeting.

7. Chair.³⁴

The President shall preside over all Board Meetings. The President shall have the authority to preserve order at all Board Meetings, to call for the removal of any person or persons from any meeting of the Board for disorderly conduct, to interpret and enforce the procedural guidelines of the Board, and to determine the order of business under the guidelines of the Board.

a. Absence of President

The Vice President shall act as President in the absence or disability of the President.³⁵

b. President & Vice President Absence

When the President and Vice President are absent from any meeting of the Board, the Board Members present may choose another Member to act as President and that person shall, during that meeting, have the duties of the President. Upon the arrival of the President or Vice President, the acting President shall relinquish the chair at the conclusion of the business before the Board.

c. Presiding Officer

The Presiding Officer for any District appointed or created committees and boards shall preside over public meetings of such committees and boards.

8. Attendance by the Public

Except as specifically provided by law for closed sessions,³⁶ all meetings of the Board shall be open to the public in accordance with the terms, provisions, and exceptions consistent with state law.³⁷

9. Action Minutes

The General Manager, or his or her designee, will maintain a written record and attest to the proceedings of the Board in the form of action minutes. Action minutes will include final motions with votes of the Board and reflect the names of public speakers.³⁸

10. Recordings of Meetings

Audio recordings of proceedings shall be made and shall be permanently maintained by the General Manager.³⁹

B. Policy Decision Making Process

1. Ad-Hoc Committees

The President shall appoint such ad-hoc committees as may be deemed necessary or advisable by the Board. Ad-hoc committees are formed on an as needed basis with a clearly defined purpose and term. The duties of an ad-hoc committee shall be outlined at the time of appointment, and the committee shall dissolve when its final report has been made.

2. Town Hall or Community Meetings

Such meetings may be held by an individual Board Member and are not considered official governmental committees or Board Meetings. Town hall or community Meetings do not require formation or appointment by the President or Board. The Board Member shall disclose this fact at their town hall Meeting(s). To avoid possible Brown Act violations, only two (2) Board Members may participate in the discussion at a town hall or community Meeting.

Chapter 11: Order of Business

A. General Order

The business of the Board at its Meetings will generally be conducted in accordance with the following order of business, unless otherwise specified. A closed session may be held at any time during a Meeting consistent with applicable law.

1. CALL TO ORDER (approximately 7:00 p.m.)

2. ROLL CALL

The General Manager, or his or her designee, shall call the roll of the Board Members. The roll shall be called randomly, except that the name of the President shall be called last. The names of each Board Member shall be called on each roll call whether they are present or absent and shall be entered into the minutes.

3. APPROVAL OF AGENDA.

A motion should be made to approve the agenda for the current Meeting. Should a Board Member wish to remove an item from the consent calendar for separate discussion, any Board Member may do so during the approval of the agenda or during the approval of the consent calendar.

4. PLEDGE OF ALLEGIANCE

5. PUBLIC COMMENT (NON AGENDA ITEMS)

6. SPECIAL PRESENTATIONS/PUBLIC HEARINGS

All special presentations and public hearings will be calendared and coordinated through the President or the General Manager. The guidelines for conducting public hearings are discussed below at subsection B of this Chapter.

7. STAFF REPORTS/COMMITTEE REPORTS

1. San Luis Obispo County
2. Camp Roberts – Army National Guard
3. Community Service Organizations
4. General Manager
5. District General Counsel
6. Director Utilities
7. Fire Chief

8. AGENDA

- a. Consent Calendar

All matters listed under the consent calendar are considered by the Board to be routine and will be acted upon in a single motion. Separate discussions of these items may be requested by a Board Member or Staff Member prior to the time the Board considers the motion to adopt. A Member of the public may not pull an item from the consent calendar.

Agenda items requested for removal from the consent calendar by Board Member or Staff will be considered at the beginning of the "Staff/Committee Reports" section of the agenda. A Board Member may vote "no" on any consent item without comment or discussion. Any substantive Board comments, questions, or discussion on an item will require removal of the item from the consent calendar.

9. BOARD ACTION ITEMS

- a. Unfinished Business
- b. New Business

10. BOARD COMMENTS

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

11. CLOSED SESSION (IF NECESSARY)

- a. The Board meets from time to time in closed sessions which are duly held Meetings, or a portion thereof, at which certain actions may be taken and are not open to public and news media. These are:
 - i. Closed sessions held at such times pursuant to Government Code section 54957.6 where the Board meets with its designated representatives prior to and during consultation and discussions with representatives of employee organizations.
 - ii. Security or emergencies.
 - iii. Personnel sessions.
 - iv. Closed sessions to consider potential or pending litigation in which the District or an officer or employee is or could be a party.
- b. Matters discussed in closed sessions are considered confidential:
 - i. Labor Relations: As a matter of policy, the Board acknowledges that the District and its taxpayers are best served if positions authorized during such sessions are presented as those of the Board as a whole. Members of the Board agree that positions and agreements shall not be divulged.
 - ii. Personnel Sessions: Matters discussed and reviewed in personnel sessions shall remain confidential in order to protect employees' rights to privacy.

- iii. Security: Arrangements made to address threats to the District or its property must be kept confidential.
- iv. Litigation: Discussion of probable or pending litigation could waive attorney-client privilege to the detriment of the District's position.
- c. The Board must adhere to the time limits for closed session in order to begin the regular meeting in a timely manner. If the Board does not conclude the closed session in the required timeframe as set forth in the agenda, the Board will temporarily conclude the closed session meeting until the close of the regular meeting.

12. CALL TO ORDER FOR REGULAR BOARD MEETING/REPORT OUT OF CLOSED SESSION

13. ADJOURNMENT TO NEXT REGULAR MEETING OF (Date)

B. Conduct of Business

The following is the preferred sequence of the decision-making process:

- a. Announce business item;
- b. Review Staff report;
- c. Board comment and discussion;
- d. Hear public comment;
- e. Board comment and discussion;
- f. Present motion;
- g. Second;
- h. Roll call or voice vote; and
- i. Announcement of the decision.

C. Action on Agenda Items

In accordance with the Ralph M. Brown Act, the Board may not take action on any item that did not appear on the posted Board agenda seventy-two (72) hours prior to the Board Meeting unless an exception is made as permitted by the Government Code.⁴⁰

D. Items Placed on Written Agenda

Items of business shall be placed upon the written agenda prior to the deadline announced, or observed for the preparation thereof, at the request of the General Manager or the District Counsel.

Any Member of the Board may place an item on a future agenda by making a formal request to the General Manager at a Meeting of the Board. The General Manager will place Board items on a future Board agenda when reasonable based on the Staff time and research necessary to prepare the item for Board consideration.

E. Items from the Board, General Manager, or District Counsel

These sections of the agenda provide the opportunity for brief comment on District business, District operations, District projects, and other items of general interest.⁴¹

F. Public Hearings:

1. General Procedure

The Board may, at its discretion or in compliance with applicable law, call a public hearing on any subject within its purview. The Board procedure for the conduct of public hearings is generally as follows:

- a. The Staff Presents its Report.
After the President/Chair announces the item as it appears on the agenda, District Staff will give a presentation to the Board and the public on the Staff report prepared for the matter.
- b. Initial Questions to Staff by the Board.
Prior to opening up a public hearing on a matter, Board Members may ask questions of Staff, or third-party consultants, regarding the Staff report and the item.
- c. President/Chair Opens the Public Hearing:
 - i. Applicant or Appellant Presentation. The applicant or appellant then has the opportunity to present comments, testimony, or argument.
 - ii. Public Testimony. Members of the public are provided with the opportunity to present their comments, testimony, or argument. Members of the public presenting comments, testimony, or argument will follow the following guidelines:
 1. Members of the Public Request to Speak. Any person desiring to speak or present evidence shall make his or her presence known to the President/Chair and upon being recognized by the President/Chair, the person may speak or present evidence relevant to the matter being heard. No person may speak without first being recognized by the President/Chair.

2. Board Questions of Speakers. Members of the Board who wish to ask questions of the speakers or each other during the public hearing portion may do so, but only after first being recognized by the President/Chair.
 3. Public Oral Presentations. All Board guidelines pertaining to oral presentation by Members of the public apply during public hearings. These guidelines are discussed in this Handbook in Chapter 13: “Addressing the Board.”
 4. Materials for Public Record. All persons interested in the matter being heard by the Board shall be entitled to submit written evidence or remarks, as well as other graphic evidence.
 5. Germane Comments. No person will be permitted during the hearing to speak about matters or present evidence which is not germane to the matter being considered. A determination of relevance shall be made by the President/Chair, but may be appealed to the full Board.
 - a. The applicant or appellant is given an opportunity for rebuttal or closing argument.
 - b. The public input portion of the public hearing is closed.
- d. Questions and discussion from the Board.
Board Members should not express their opinions on an item prior to the close of the public hearing, as the Board Members should not form or express an opinion until after all testimony has been received. Questions and comments from the Board should not be argumentative, and the Board should not engage in debates with Staff, or those Members of the public testifying to an opinion, until after all testimony has been received.
Any Board Member shall have the right to express dissent from, or protest to, any action of the Board and have the reason entered in the minutes. If the dissenting Board Member desires such dissent or protest to be entered into the minutes, this should be made clear by language such as “I would like the minutes to show that I am opposed to this action for the following reasons...”
- e. Board decision occurs.
Once the Board completes its discussion of the matter, a Board Member may make a motion to take action on the item. A Board Member may also make a motion to table, amend, substitute, postpone, or continue the matter, pursuant to these procedures. If the Board is unsuccessful in carrying a motion on the matter before the adjournment of the Meeting, the motion shall be deemed to have failed.

The President/Chair will announce the final decision of the Board.

2. Time for Consideration

Matters noticed to be heard by the Board will commence at the time specified in the notice of hearing, or as soon thereafter as is reasonably possible and will continue until the matter has been completed, or until other disposition of the matter has been made.

3. Continuance of Hearing

Any hearing being held, noticed, or ordered to be held by the Board at any Board Meeting may, by order, notice, or continuance, be continued or re-continued to any subsequent hearing.

4. Communications and Petitions

Written communications and petitions concerning the subject matter of the hearing will be noted and summarized by the President/Chair. A reading in full shall take place where a majority of the Board votes to have that correspondence read into the record.

5. Ex-Parte Contacts

6. Should a Board Member, and one (1) or more Members of the public, make contact outside of the hearing process regarding a matter which is, or may be, before the Board for a quasi-judicial hearing, as soon as the Board is informed that the matter will come before it as a quasi-judicial hearing, that Board Member must disclose the substance of the contact and the names of the parties on the record at the beginning of the Board's quasi-judicial hearing. Visits by Board Members to sites or properties that are the subject of such pending hearings, shall also be disclosed at the beginning of the Board's quasi-judicial hearing.

Resolutions

A resolution is generally adopted by the Board to deal with temporary or special matters, such as when the Board makes only a factual determination or certification that certain necessary conditions or requirements set by statute have been met. Resolutions can also express opinions of the legislative body or set temporary standards (i.e. amount of processing fees that may be changed again by future resolutions). Resolutions are recorded and kept on file with the General Manager or the Account Clerk.

7. Voting & Publishing Requirements for Resolutions and Ordinances

a. Voting.

All resolutions require a recorded majority vote of the total Membership of the Board.⁴² Resolutions shall be signed by the President and attested by the General Manager.

b. Publishing.

The rates of taxes to be levied, or the amount of revenue required to be raised by taxation, may be fixed either by ordinance or resolution. Where the tax rate or the amount of revenue required to be raised by taxation is fixed by resolution, such resolution shall be published in the same manner and within the same time as ordinances are required to be published. Within fifteen (15) days after the ordinance passes, the Account Clerk shall cause each ordinance to be published at least once, with the names of those Board Members voting for and against the ordinance, in a newspaper of general circulation circulated in the District. Ordinances shall not be published in a newspaper if the charge exceeds the customary rate charged by the newspaper for publication of private legal notices, but these ordinances shall be posted in the manner and at the time required by California law.

Chapter 12: Guidelines of Conduct

A. General Procedures

It is the policy of the Board not to become involved in the protracted discussion over parliamentary procedure. Consistent with any statute or other legal requirement, any issue of procedure relating to conduct of a meeting or hearing, not otherwise provided for herein, may be determined by the President/Presiding Officer, subject to appeal to the full Board.

B. Authority of the President/Presiding Officer

Subject to appeal to the full Board, the President/Presiding Officer shall have the authority to prevent the misuses of motions, the abuse of any privilege, or obstruction of the business of the Board, by ruling any such matter out of order. In so ruling, the President/Presiding Officer shall be courteous and fair and should presume that the moving party is acting in good faith.

C. President to Facilitate Board Meetings

The Board delegates the responsibility and expands the role of President/Presiding Officer to include the facilitation of Board Meetings. In the role as facilitator, the President/Presiding Officer will assist the Board to focus on their agenda, discussions and deliberations.

D. Board Deliberation & Order of Speakers

The President/Presiding Officer is delegated the responsibility to oversee the debate and the order of speakers. Speakers will generally be called upon in the order they request to speak as recognized by the President/Presiding Officer.

E. Limit Deliberation to Item at Hand

Board Members will limit their comments to the subject matter, item, or motion being currently considered by the Board.

F. Length of Board Comments

Board Members will govern themselves as to the length of their comments or presentations. The Board delegates to the President/Presiding Officer the responsibility to assist the Board by signaling if a Board Member has been speaking for an excessive time period. Comments from Board Members are limited to five (5) minutes for each Board Member, unless the Board, by concurrence, extend such time.

G. Limitations of Debate

Board Members will be allowed to speak once before the President/Presiding Officer opens the matter for public comment. Board Members may speak a second time after the close of Public Comment if more time is allowed by the President/Presiding Officer or the majority of the Board. Comments from Board Members are limited to the question under debate, avoiding all personalities and indecorous language. Comments are limited to five (5) minutes for each Board Member, unless the Board, by concurrence, extend such time.

H. Obtaining the Floor

Any Member of the Board wishing to speak must first obtain the floor by being recognized by the President/Presiding Officer. The President/Presiding Officer must recognize any Board Member who seeks the floor when appropriately entitled to do so.

Once recognized, a Board Member shall not be interrupted when speaking unless it shall be to call him or her to order. If a Board Member, while speaking, is called to order, he or she shall cease speaking until the question of order has been determined and, if in order, he or she shall be permitted to proceed.

I. Motions

Motions may be made by any Member of the Board, including the President/Presiding Officer, providing that before a motion is offered by the President/Presiding Officer, the opportunity for making a motion is offered to the other Board Members. Any Members of the Board, other than the person offering the motion, may second the motion.

1. Procedure for Motions

Before a motion can be considered or debated, it must be seconded. Once the motion has been properly made and seconded, the President/Presiding Officer shall open the matter for discussion offering the first opportunity to the moving party and, thereafter, to any Board Member properly recognized by the President/Presiding Officer. Once the matter has been fully discussed and the vote is called for, no further discussion will be allowed; however, Board Members may be allowed to explain their vote.

a. Process to Make and Second a Motion.

Board Members wanting to make or second a motion may do so through a verbal request to the President/Presiding Officer.

2. Precedence of Motions

When a motion is on the floor, no other motion shall be entertained except the following, which shall have precedence in the following order:

a. Motion to Adjourn the Meeting (not debatable).

A motion to adjourn shall be in order at any time, except as follows:

- I. When repeated after defeat without any intervening business or discussion.
- II. When made as an interruption of a Board Member who is speaking.
- III. While a vote is being taken.

A motion to adjourn "to another time" shall be debatable only as to the time which the meeting is adjourned

b. Motion to Fix Hour of Adjournment.

Such motion shall be set to a definite time at which to adjourn and shall be undebatable and unamendable except to the time set. Notice of the adjournment and the date of the subsequent meeting shall be conspicuously posted on or near where the meeting was held within twenty-four (24) hours of the adjournment.⁴³

If the subsequent meeting occurs within five (5) days of the original meeting, the Board may consider matters placed on the original meeting agenda without posting a new agenda. If the subsequent meeting occurs more than five (5) days from the original meeting, a new agenda must be prepared and posted.⁴⁴

c. Motion to Table.

A motion to table shall be used to temporarily bypass the subject. A motion to table shall be undebatable and shall preclude all amendments or debate of the subject under consideration. The tabled item may be "taken from the table" at any time by a motion made prior to the end of the meeting. If the item is not taken from the table prior to the end of the meeting, it shall be placed on a future agenda as a new matter.

d. Motion to Amend.

A motion to amend can be made after a motion is introduced and seconded. A motion to amend shall be debatable only as to the amendment. A motion to amend an amendment shall be in order, but a motion to amend an amendment to an amendment shall not be in order. An amendment modifying the intention of a motion shall be in order, but an amendment relating to a different matter shall not be in order. A motion to amend shall be voted on first, followed by a vote on the original motion, as amended or as originally stated, depending on whether the motion to amend carries.

e. Motion to Substitute.

A motion to substitute can be made after a motion is introduced and seconded. A substitute motion on the same subject shall be acceptable and voted on before a vote on a motion to amend the main motion amendment.

f. Motion to Continue.

Motions to continue to a definite time shall be amendable and debatable as to the propriety of postponement and time set. If desired, the Board Member who initiates the motion to continue may also move to reopen the hearing to receive further testimony.

3. Motions Introducing Ordinances

Ordinances shall not be passed within five (5) days of their introduction unless they are urgency ordinances. Ordinances may only be passed at a regular meeting and must be read in full at the time of introduction and passage except when, after reading the title, further reading is waived. Motions introducing ordinances for adoption at a future meeting are deemed to include a waiver by the Board of the full reading of the text and title of the proposed ordinance unless the motion otherwise specifically so provided. When ordinances, other than urgency ordinances, are altered after introduction, they shall be passed only at a regular meeting held at least five (5) days after alteration. Corrections of typographical or clerical errors are not considered alterations for purposes of this paragraph.

J. Voting Procedures

Any Board Member present at a meeting when a question comes up for a vote, should vote for or against the measure, unless he or she is disqualified from voting and abstains because of such disqualification. All votes shall be roll call votes, except for minute actions. The call of roll call votes shall not be interrupted. Minute actions may be taken by voice vote. The results reflecting all "ayes" and "noes" and "abstentions" must be clearly set forth for the record. Unless a Board Member clearly states that he or she is not voting because of a conflict of interest, his or her silence shall be recorded as an affirmative vote.

1. Abstention

An abstention does not count as a vote for or against a matter. If a Board Member abstains, he or she is counted as present for quorum purposes, but is not deemed to be "voting" for purposes of determining whether there has been a "majority vote of those Members present and voting." If a Board Member abstains from voting on the grounds that he or she has, or may have, a conflict of interest, that abstention shall be made either at the beginning of the Board's consideration of the matter, or as soon as the Board Member recognizes that he or she may have such a conflict or potential conflict. In addition, the Board Member shall state for the record the precise nature of the interest which he or she may have that creates the conflict or potential conflict and shall leave the room where the Board Meeting is taking place during discussion of the item when required to do so by the Political Reform Act.⁴⁵

2. Tie Votes

A tie vote results in a lost motion. In such an instance, any Member of the Board may offer a motion for further action. If there is no action by an affirmative vote, the result is no action. If the matter involves an appeal and an affirmative vote does not occur, the result is that the decision appealed stands as decided by the decision-making person or body from which the appeal was taken.

3. Motion for Reconsideration

Motions for reconsideration of a matter may only be made at the same meeting at which the Board takes action on a matter. Such motion may only be made by a Board Member who voted with the side that prevailed on the matter in question. With regard to a tie vote resulting in a lost motion, the prevailing side will be deemed to be those Board Members who voted in the negative. Any Member of the Board may second a motion for reconsideration. A motion to reconsider shall be debatable.

K. Non-Observance of Guidelines

The guidelines are adopted to expedite and facilitate the transaction of the business of the Board in an orderly fashion and shall be deemed to be procedural only. The Board shall not be required to follow formal organizational procedures such as Robert's Rules of Order. Failure to strictly observe the guidelines shall not affect the jurisdiction of, or invalidate any action taken by the Board.⁴⁶

L. Non-Exclusive Guidelines

These guidelines are not exclusive and do not limit the inherent power and general legal authority of the Board or of the President/Presiding Officer, to govern the conduct of Board Meetings as may be considered appropriate from time to time or in particular circumstances, for purposes of orderly and effective conduct of the affairs of the District.

Chapter 13: Addressing the Board

A. Oral Presentations by Members of the Public

The rules governing oral presentations by Members of the public at Board Meetings are as follows:

1. Prior to the Meeting, or during the Meeting prior to a matter being reached, persons wishing to address the Board are requested to fill out a “Board Appearance Request Form” and submit it to the General Manager.
2. When called upon, the person is requested to come to the podium, state his or her name and address for the record (although not required), and, if speaking for an organization or other group, identify the organization or group represented.
3. All remarks should be addressed to the Board as a whole not to an individual Board Member.
4. Questions, if any, should be directed to the President/Presiding Officer who will determine whether, or in what manner, an answer will be provided.

B. Public Comment

Public Comment is that period set aside at Board Meetings for Members of the public to address the Board on items of District business other than scheduled agenda items. The Public Comment portion of the Board Meeting is the opportunity for Members of the public to address the District in compliance with the Government Code.⁴⁷

1. Timing

Public Comment for each speaker is limited to three (3) minutes, unless the Board, by concurrence, extend such time.

2. Board Appearance Request Form

Persons wishing to speak under Public Comment should submit a “Board Appearance Request Form” to the General Manager, or his or her designee, prior to the start of the Board item. Preference may be given to those persons who have notified the General Manager, or his or her designee, in advance of their desire to speak.

3. District Matters

Presentations under Public Comment are limited to items within the subject matter jurisdiction of the District.

4. Response to Public Comment

The Board, at its discretion, may direct Staff to respond to a concern or question raised, place items on the agenda for consideration at a future Board Meeting, or permit individual discussions between a Board Member and an individual providing the Public Comment for the purposes of clarification or discovery of facts, subject to recognition.

C. Agenda Item Oral Presentation

Any Member of the public wishing to address the Board orally on District business matters appearing on the Board Agenda, may do so when that item is taken up by the Board, or as otherwise specified by the Board or the President/Presiding Officer.

1. Presentations Submitted in Writing

Persons who anticipate oral presentations exceeding three (3) minutes, are encouraged to submit comments in writing, in advance, care of the General Manager, for prior distribution to the Board and other interested parties. Submission of comments in writing is encouraged in lieu of possible lengthy oral presentations which may not be permitted.

2. Timing

Comments by the public on District business matters appearing on the agenda may do so once the President/Presiding Officer opens the matter for public comment. Members of the public may speak a second time after the close of Public Comment only if more time is allowed by the President/Presiding Officer or the majority of the Board.

3. Assigning Time

Persons wishing to assign their time for oral presentations to other individuals may do so only with authorization of the President/Presiding Officer or a majority of the Board.

4. Reading Written Comments

Persons wishing to read written comments into the record may do so only with authorization of the President/Presiding Officer or a majority of the Board. Additional procedures for written comments is detailed below.

D. Comments in Writing Encouraged

Members of the public may submit, and are encouraged to submit, comments in writing to the Board, care of the General Manager, relating to any items of District business, whether on the Board agenda or otherwise. Such comments will be distributed to Members of the Board and considered and acted upon, or not acted upon, as the Board, in its judgment, may deem appropriate. All written comments submitted prior to or during the item the comments relate to, will be part of the record on that particular item. Written comments will not be read aloud at the Board Meeting.

1. Comment Cards

Comment cards may be used by Members of the public in attendance at the Meeting who do not wish to, or cannot verbally, address the Board during a Meeting. A person may indicate his or her brief comments on the card and his or her opposition or support for an item on a comment card. During the public testimony on the item, the President indicates that the Board has received comment cards from (name of person) in support of the project or issue and comment cards from (name of person) in opposition of the project or issue.

2. Repetitious Comments Prohibited

Speakers shall not present the same, or substantially the same, items or arguments to the Board repeatedly or be repetitious in presenting their oral comments. If a matter has been presented orally before the Board, whether the Board has taken action, or determined to take no action, the same or substantially the same matter may not be presented orally by the same person any further. Nothing in the foregoing precludes submission of comments to the Board in writing for such action or non-action as the Board, in its discretion, may deem appropriate.

E. Speaker Time Limits for An Agenda Item

In order to expedite matters and to avoid repetitious presentations, whenever any group of persons wishes to address the Board on the same subject matter, the President/Presiding Officer may request that a spokesperson be chosen by the group, and in case additional matters are to be presented by any other Member of the group, that there be a limit on the number of such persons addressing the Board. A specific time limit may also be set for the total presentation. No group shall arrange themselves so as to use individual speakers' times in sequential order to circumvent the time limits.

F. Waiver of Guidelines

Any of the foregoing guidelines may be waived by majority vote of the Board Members present when it is deemed that there is good cause to do so, based upon the particular facts and circumstances involved.

G. Decorum

It is crucial that the public have confidence in the integrity of its local government. Further, to ensure that the Board's business is conducted in a manner that is both professional and efficient, it is important that all participants in the process exercise decorum and civility.

The President/Presiding Officer shall maintain order, decorum, and the fair and equitable treatment of all speakers. The President/Presiding Officer shall keep discussions and questions focused on the specific agenda item under consideration.

Board Members shall perform their duties in accordance with the District's processes and rules of order governing the deliberation of public policy issues, the involvement of the public, and the implementation of policy decisions of the Board by District Staff. They shall work together collaboratively, assisting each other in conducting the affairs of the District. Board Members shall fully participate in public Meetings, in both the open and closed sessions, while demonstrating respect and courtesy to others. Board Members and the General Manager shall stay focused, stay on topic, and act efficiently during public Meetings. They shall refrain from interrupting other speakers or otherwise interfering with the orderly conduct of the meetings.

No person shall engage in harassment of another person during a public meeting. Harassment includes, but is not limited to:

1. Verbal harassment such as racial epithets, derogatory comments, or slurs;
2. Physical harassment such as assault, impeding or blocking movement, or any other physical interference or threat directed at an individual; and
3. Sexual harassment such as unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature, such as name calling, suggestive comments, or lewd talks and jokes that unreasonably interferes with an individual's work performance or has the purpose or effect of creating an intimidating, hostile, or offensive work environment.

During public meetings, all present shall:

1. Preserve safety and order;
2. Not block the audience from viewing the proceedings;
3. Not block or impede the microphone, which audibly records the proceedings;
4. Not engage in disruptive behavior, including but not limited to: heckling, whistling, yelling, and other similar demonstrations;
5. Not willfully disrupt the peace and order of the meeting;
6. Listen to others respectfully and not interrupt those whom are speaking;
7. Refrain from making comments that personally attack an individual in a way that disrupts, disturbs, or otherwise impedes orderly conduct;
8. Avoid the use of profanity, obscene language, and threats that disrupt, disturb, or otherwise impede orderly conduct;
9. Not use unlawful physical force. Physical force includes, but is not limited to: grabbing, pushing, slapping, punching, kicking, or otherwise striking the body of another or an object attached to another's body;
10. Not harass any other person in any way;

11. Avoid obscene gestures or motions that could be viewed as threatening or an effort to intimidate. Unacceptable gestures include, but are not limited to: those of a sexual nature, finger pointing and fist shaking in an overly aggressive or accusatory manner, miming the use of weapons or other violent acts and other movements that could be seen as threatening; and
12. Avoid raising voices beyond what is necessary to be heard by the audience.

Unruly conduct that disrupts the meeting such as undue noise, hissing, profanity, inappropriate applause, insults or physical disturbance shall not be permitted.

If these rules are violated, the District has the following recourse:

1. The President/Presiding Officer can call a point of order;
2. A Board Member present at the public Meeting may move to require the President/Presiding Officer to enforce the rules and upon majority vote, the President/Presiding Officer shall be required to do so;
3. The President/Presiding Chair may stop the Meeting and call the Sheriff's Department to enforce the rules; and
4. Once called, the Sheriff's Department may order an individual to sit, refrain from addressing the Board or remove the disruptive person from the meeting.

Any person making personal, impertinent, or derogatory remarks, or who shall become boisterous while addressing the Board, shall be barred from further audience before the Board at said Meeting by the President/Presiding Officer unless permission to continue is granted by a majority of the Board.⁴⁸

Appendix A
ICMA Code of Ethics

ICMA Code of Ethics

The mission of ICMA is to create excellence in local governance by developing and fostering professional local government management worldwide. To further this mission, certain principles, as enforced by the Rules of Procedure, shall govern the conduct of every Member of ICMA, who shall:

Tenet 1

Be dedicated to the concepts of effective and democratic local government by responsible elected officials and believe that professional general management is essential to the achievement of this objective.

Tenet 2

Affirm the dignity and worth of the services rendered by government and maintain a constructive, creative, and practical attitude toward local government affairs and a deep sense of social responsibility as a trusted public servant

Tenet 3

Be dedicated to the highest ideals of honor and integrity in all public and personal relationships in order that the Member may merit the respect and confidence of the elected officials, of other officials and employees, and of the public.

Tenet 4

Recognize that the chief function of local government at all times is to serve the best interests of all people.

Tenet 5

Submit policy proposals to elected officials; provide them with facts and advice on matters of policy as a basis for making decisions and setting community goals; and uphold and implement local government policies adopted by elected officials.

Tenet 6

Recognize that elected representatives of the people are entitled to the credit for the establishment of local government policies; responsibility for policy execution rests with the Members.

Tenet 7

Refrain from all political activities which undermine public confidence in professional administrators. Refrain from participation in the election of the Members of the employing legislative body.

Tenet 8

Make it a duty continually to improve the Member's professional ability and to develop the competence of associates in the use of management techniques.

Tenet 9

Keep the community informed on local government affairs; encourage communication between the citizens and all local government officers; emphasize friendly and courteous service to the public; and seek to improve the quality and image of public service.

Tenet 10

Resist any encroachment on professional responsibilities, believing the Member should be free to carry out official policies without interference, and handle each problem without discrimination on the basis of principle and justice.

Tenet 11

Handle all matters of personnel on the basis of merit so that fairness and impartiality govern a Member's decisions pertaining to appointments, pay adjustments, promotions, and discipline.

Tenet 12

Seek no favor; believe that personal aggrandizement or profit secured by confidential Information, or by misuse of public time is dishonest.

Appendix B
Referenced Code Citations

- ¹ Gov. Code, § 61000 *et seq.*
- ² Gov. Code, § 1770, subd. (g).
- ³ Gov. Code, § 61051.
- ⁴ Gov. Code, § 61047.
- ⁵ Gov. Code, § 53232.2
- ⁶ *Ibid.*
- ⁷ Gov. Code, § 87103.
- ⁸ *Ibid.*
- ⁹ Gov. Code, § 82033.
- ¹⁰ *Ibid.*
- ¹¹ Gov. Code, § 87105.
- ¹² Gov. Code, § 87105, subds. (a)(1)-(3).
- ¹³ Gov. Code, § 53235, subd. (f).
- ¹⁴ Gov. Code, § 53237.1.
- ¹⁵ Gov. Code, § 1780, subd. (b).
- ¹⁶ Gov. Code, § 1780, subd. (c).
- ¹⁷ Gov. Code, § 1780, subd. (d)(1).
- ¹⁸ *Ibid.*
- ¹⁹ Gov. Code, § 1780, subd. (e)(1).
- ²⁰ Gov. Code, § 1780, subd. (g)(2).
- ²¹ Gov. Code, § 1780, subd. (f)(1).
- ²² Gov. Code, § 1780, subd. (f)(2).
- ²³ Gov. Code, § 87406.3.
- ²⁴ Gov. Code, § 61044.
- ²⁵ Gov. Code, § 54959.
- ²⁶ Gov. Code, § 54960.
- ²⁷ Gov. Code, § 61045.
- ²⁸ Gov. Code, § 54954, subd. (b).
- ²⁹ Gov. Code, § 54954, subd. (e).
- ³⁰ Gov. Code, §§ 54956, 54956.5. Special meetings and emergency meetings, respectively.
- ³¹ Gov. Code, §§ 54955, 54956.
- ³² Gov. Code, § 54954.5.
- ³³ Gov. Code, § 61045.
- ³⁴ Gov. Code, § 61043
- ³⁵ Gov. Code, § 61043, subd. (b).
- ³⁶ Gov. Code, § 54954.5.
- ³⁷ Gov. Code, § 54953.
- ³⁸ Gov. Code, § 61045.
- ³⁹ Gov. Code, § 54953.5. The statute only requires maintenance of the audio or visual recording for thirty (30) days where there are other records of the meeting that are retained pursuant to Gov. Code, § 6250 *et seq.*
- ⁴⁰ Gov. Code, § 54954.
- ⁴¹ Gov. Code, § 54954.2, subd. (a).
- ⁴² Gov. Code, § 61045, subd. (c).
- ⁴³ Gov. Code, § 54955.
- ⁴⁴ Gov. Code, § 54955.2, subd. (b)(3).
- ⁴⁵ Gov. Code, § 87100 *et seq.* A Board Member should leave the room when he or she identifies that he or she has a financial interest in the decision being discussed. Prior to leaving the room, the Board Member should publicly identify the financial interest at stake and recuse himself or herself from that portion of the meeting.
- ⁴⁶ *City of Pasadena v. Paine* (1954) 126 Cal.App.2d 93.
- ⁴⁷ Gov. Code, § 54954.3.
- ⁴⁸ Gov. Code, § 54957.9.

**Board of Directors
Staff Report**

September 22, 2022

AGENDA ITEM: 6

SUBJECT: Rural Fire Capacity (RFC) / Volunteer Fire Capacity (VFC) Grant

SUGGESTED ACTION: Approve RESOLUTION 2022-48 authorizing the Assistant Fire Chief to accept the Rural Fire Capacity (RFC) / Volunteer Fire Capacity (VFC) grant award from Cal Fire in the amount of \$18,153.59 for the purchase of equipment as described and approved within the grant application submitted March 8, 2022.

Total purchases shall not exceed \$36,307.18

DISCUSSION:

See attached report

FISCAL IMPACT:

See attached report

PREPARED BY: Scott Young



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

September 22, 2022

SUBJECT: Rural Fire Capacity (RFC) / Volunteer Fire Capacity (VFC) Grant.

RECOMMENDATION: Approve Resolution 2022-48 authorizing the Assistant Fire Chief to accept the Rural Fire Capacity (RFC) / Volunteer Fire Capacity (VFC) grant award from Cal Fire in the amount of \$18,153.59 for the purchase of equipment as described and approved within the grant application submitted March 8, 2022. Total purchases shall not exceed \$36,307.18.

Background:

On March 8, 2022, San Miguel Fire applied for the 2022 RFC / VFC Grant in the amount of \$39,998.53 for assistance with the procurement of essential items required for Firefighter safety (attachment 1). This application was for matching grant funding of up to 50% of the requested amount. The original grant funding request was \$19,999.26 with a total line item of \$39,998.53.

On September 6, 2022, San Miguel Fire was notified of the RFC / VFC grant award in the amount of \$18,153.59 for the acquisition of the approved items (attachment 2). The awarded amount is \$1,845.47 less than the original requested amount.

Fiscal Impact:

A budget adjustment of \$36,307.18 to 2022/2023 budget account 20 object code 456 shall be required of which \$18,153.59 shall be recovered via grant funding.

PREPARED BY: Scott Young, Assistant Chief

APPROVED BY: Kelly Dodds, General Manager

**State of California
Department of Forestry and Fire Protection (CAL FIRE)
Cooperative Fire Protection
GRANT AGREEMENT**

APPLICANT:

PROJECT TITLE: Volunteer Fire Capacity

GRANT AGREEMENT: 7GF22103

PROJECT PERFORMANCE PERIOD is from date upon approval through June 30, 2023.

Under the terms and conditions of this Grant Agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through the Department of Forestry & Fire Protection, agrees to fund the project up to the total state grant amount indicated.

PROJECT DESCRIPTION: Cost-share funds awarded to provide assistance to rural areas in upgrading their capability to organize, train, and equip local forces for fire protection.

Total State Grant not to exceed \$ 18,153.59 (or project costs, whichever is less).

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

**STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY
AND FIRE PROTECTION**

Applicant	
By	By
Signature of Authorized Representative	
Title	Title: Matthew Sully Staff Chief, Cooperative Fire Programs
Date	Date

CERTIFICATION OF FUNDING

GRANT AGREEMENT NUMBER	PO ID	SUPPLIER ID
FUND 0001	FUND NAME General Fund	
PROJECT ID 354022DG2012142	ACTIVITY ID SUBGNT	AMOUNT OF ESTIMATE FUNDING \$ 18,153.59
GL UNIT 3540	BUD REF 001	CHAPTER 43
PROGRAM NUMBER 9999000FED	ENY 2022	ADJ. INCREASING ENCUMBRANCE \$ 0.00
ACCOUNT 5340580	ALT ACCOUNT 5340580002	ADJ. DECREASING ENCUMBRANCE \$ 0.00
REPORTING STRUCTURE 35409206	SERVICE LOCATION 92734	UNENCUMBERED BALANCE \$ 18,153.59

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

Signature of CAL FIRE Accounting Officer

Date

**VOLUNTEER FIRE CAPACITY PROGRAM
TERMS AND CONDITIONS**

DEPARTMENT OF FORESTRY AND FIRE PROTECTION

STATE OF CALIFORNIA
Natural Resources Agency

Agreement for the Volunteer Fire Capacity Program of the
Cooperative Forestry Assistance Act of 1978

THIS AGREEMENT, made and entered between the STATE of California, acting through the Director of the Department of Forestry and Fire Protection hereinafter called "STATE", and _____ hereinafter called "LOCAL AGENCY", covenants as follows:

RECITALS:

1. STATE has been approved as a passthrough agent of the United States Department of Agriculture, (USDA), Forest Service for the purpose of administering the Volunteer Fire Capacity program in California, hereinafter referred to as VFC, authorized by the Cooperative Forestry Assistance Act (CFAA) of 1978 (PL 95-313, 92 Stat 365, 16 U.S.C. 2101-2114), as amended.
2. This is a subaward under the 2022 Volunteer Fire Capacity Grant #22-DG-11052012-142 awarded to STATE by the Forest Service on August 26 ,2022. The Federal Assistance Listing for the award is 10.664, Cooperative Forestry Program. This subaward is funded solely with Federal funds and is subject to the Office of Management and Budget (OMB) guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400, and under certain terms and conditions to LOCAL AGENCY to assist LOCAL AGENCY to upgrade its fire protection capability.
3. LOCAL AGENCY desires to participate in said VFC and agrees to the terms and conditions specified in the Procedural Guide for Volunteer Fire Capacity Program 2022.

NOW THEREFORE, it is mutually agreed between the parties as follows:

4. **APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. LOCAL AGENCY may not commence performance until such approval has been obtained.**
5. **INCORPORATION: The Procedural Guide for Volunteer Fire Capacity Program 2022, submitted Application for Funding and associated Grant Assurances are hereby incorporated by reference as part of the Grant Agreement.**
6. **TIMELINESS: Time is of the essence in this Agreement.**
7. **FORFEITURE OF AWARD: LOCAL AGENCY must return this Agreement and required resolution properly signed and executed to STATE at the email address specified in paragraph 12, with a timestamp no later than December 1, 2022 or LOCAL AGENCY will forfeit the funds.**

8. GRANT AND BUDGET CONTINGENCY CLAUSE: It is mutually understood between the parties that this **Agreement** may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the **Agreement** were executed after that determination was made.

This **Agreement** is valid and enforceable only if sufficient funds are made available to the STATE by the United States Government for the **State Fiscal Year 2022** for the purpose of this program. In addition, this **Agreement** is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this **Agreement** in any manner.

The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this **Agreement** shall be amended to reflect any reduction in funds.

The STATE has the option to invalidate the **Agreement** under the 30-day cancellation clause or to amend the **Agreement** to reflect any reduction in funds.

9. REIMBURSEMENT: STATE will reimburse LOCAL AGENCY, from funds made available to STATE by the Federal Government, an amount not to exceed **\$18,153.59** on a 50/50 matching funds basis, for the performance of specific projects and/or purchase of specific items identified in Proposed Project, Application for Funding, attached hereto. **Reimbursement will be only for those projects accomplished and/or items purchased between THE LAST SIGNATORY DATE ON PAGE 1 and JUNE 30, 2023.** This sum is the sole and maximum payment that STATE will make pursuant to this Agreement. **LOCAL AGENCY must bill STATE at the e-mail address specified in paragraph 12, with a timestamp no later than September 1, 2023 in order to receive the funds.** The bill submitted by LOCAL AGENCY must clearly delineate the projects performed and/or items purchased. A vendor's invoice and proof of payment to vendor(s) must be included for items purchased.
10. LIMITATIONS: Expenditure of the funds distributed by STATE herein is subject to the same limitations as placed by the VFC, upon expenditure of United States Government Funds. Pursuant to 2CFR200.313 Equipment, subject to the obligations and conditions set forth in that section; title to any equipment and supplies acquired under this **Agreement** vests with the LOCAL AGENCY. For any equipment items over \$5,000, the federal government may retain a vested interest in accordance with paragraph 17 below.
11. MATCHING FUNDS: Any and all funds paid to LOCAL AGENCY under the terms of this **Agreement**, hereinafter referred to as "VFC Funds", shall be matched by LOCAL AGENCY on a dollar-for-dollar basis, for each project listed on attachment(s) hereto identified as "Proposed Project". No amount of unpaid "contributed" or "volunteer" labor or services shall be used or consigned in calculating the matching amount "actually spent" by LOCAL AGENCY.

LOCAL AGENCY shall not use VFC Funds as matching funds for other federal grants, including Department of Interior (USDI) Rural Fire Assistance grants, nor use funds from other federal grants, including USDI Rural Fire Assistance grants, as matching funds for VFC Funds.

- 12. ADDRESSES: The mailing addresses of the parties hereto under the terms of the Agreement are:

LOCAL AGENCY: _____

Attention: _____
Telephone Number(s): _____
E-mail _____

STATE: **Department of Forestry and Fire Protection**
Grants Management Unit, Attn: Megan Esfandiary
P. O. Box 944246
Sacramento, California 94244-2460
PHONE: (916) 894-9845
E-MAIL: Megan.Esfandiary@fire.ca.gov

- 13. PURPOSE: Any project to be funded hereunder must be intended to specifically assist LOCAL AGENCY to organize, train, and/or equip local firefighting forces in the aforementioned rural area and community to prevent or suppress fires which threaten life, resources, and/or improvements within the area of operation of LOCAL AGENCY. Project funds are not to be used for research and development.
- 14. COMBINING: In the event funds are paid for two or more separate, but closely related projects, the 50/50 cost-sharing formula will be applied to the total cost of such combined projects.
- 15. OVERRUNS: In the event that the total cost of a funded project exceeds the estimate of costs upon which this Agreement is made, LOCAL AGENCY may request additional funds to cover the **Agreement** share of the amount exceeded. However, there is no assurance that any such funds are, or may be, available for reimbursement. Any increase in funding will require an amendment.
- 16. UNDERRUNS: In the event that the total cost of a funded project is less than the estimate of costs upon which this **Agreement** is made, LOCAL AGENCY may request that additional eligible projects/items be approved by STATE for **Agreement** funding. However, there is no assurance that any such approval will be funded. Approval of additional projects/items, not listed on the Proposed Project application, made by STATE, will be in writing and will require an amendment.
- 17. FEDERAL INTEREST IN EQUIPMENT: The Federal Government has a vested interest in any item purchased with VFC funding in excess of \$5,000 regardless of the length of this **Agreement**, until such time as the fair market value is less than \$5,000. The VFC percentage used to purchase the equipment will be applied to the sale price and recovered for the Government during the sale. This percentage will remain the same even following depreciation. The Federal Government may not have to be reimbursed if the disposal sale amounts to a fair market value of less than \$5,000. LOCAL AGENCY will notify STATE of the disposal of such items.

18. EQUIPMENT INVENTORY: Any single item purchased in excess of \$5,000 will be assigned an VFC Property Number by the STATE. LOCAL AGENCY shall forward a copy of the purchase documents listing the item, brand, model, serial number, any LOCAL AGENCY property number assigned, and a LOCAL AGENCY contact and return address to STATE at the address specified in paragraph 12. The STATE will advise the LOCAL AGENCY Contact of the VFC Property Number assigned.
19. AUDIT: LOCAL AGENCY agrees that the STATE, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this **Agreement**. LOCAL AGENCY agrees to maintain such records for possible audit for a minimum of five (5) years after final payment, unless a longer period of records retention is stipulated. LOCAL AGENCY agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, LOCAL AGENCY agrees to include a similar right of the State of California to audit records and interview staff in any subcontract related to performance of this **Agreement**. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).
20. DISPUTES: In the event of any dispute over qualifying matching expenditures of LOCAL AGENCY or audit findings, the dispute will be decided by STATE and its decision shall be final and binding.
21. MONITORING: LOCAL AGENCY agrees to the monitoring of activities as necessary by STATE to ensure that the award is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the agreement; and that performance goals are achieved.
22. INDEMNIFICATION: LOCAL AGENCY agrees to indemnify, defend, and save harmless, the STATE, its officers, agents, and employees, from any and all claims and losses, accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this **Agreement**, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by LOCAL AGENCY in the performance of this **Agreement**.
23. CIVIL RIGHTS: LOCAL AGENCY agrees to comply with civil rights requirements as detailed in the Complying With Civil Rights Requirements brochure (FS-850) and the And Justice For All poster (AD-475A). The poster is to be placed at all public point of contact/reception areas.
24. DRUG-FREE WORKPLACE REQUIREMENTS: LOCAL AGENCY will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed **Agreement** will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the **Agreement**.

Failure to comply with these requirements may result in suspension of payments under the **Agreement** or termination of the **Agreement** or both and LOCAL AGENCY may be ineligible for funding of any future State **Agreement** if the department determines that any of the following has occurred: (1) the LOCAL AGENCY has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

25. **TERM:** The term of the **Agreement** SHALL COMMENCE ON THE LAST SIGNATORY DATE ON PAGE 1 and continue through June 30, 2023.
26. **TERMINATION:** This **Agreement** may be terminated by either party giving 30 days written notice to the other party or provisions herein amended upon mutual consent of the parties hereto.
27. **AMENDMENTS:** No amendment or variation of the terms of this **Agreement** shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or **Agreement** not incorporated in the **Agreement** is binding on any of the parties.
28. **INDEPENDENT CONTRACTOR:** LOCAL AGENCY, and the agents and employees of LOCAL AGENCY, in the performance of this **Agreement**, shall act in an independent capacity and not as officers or employees or agents of the STATE or the Federal Government.
29. **INDIRECT RATE:** LOCAL AGENCY may not assess an indirect rate in excess of their Federally approved Negotiated Indirect Cost Rate Agreement (NICRA), a de minimis rate if LOCAL AGENCY does not have an approved NICRA, or the VFC program cap rate of 10%, whichever is lesser. LOCAL AGENCY may also elect not to assess an indirect rate. The approved indirect cost rate at the time of execution is 0%.

30. MEDIA: LOCAL AGENCY shall acknowledge STATE and USDA Forest Service support in any publications, audiovisuals and electronic media developed as a result of this award.

It is encouraged to give public notice of the receipt of this award and announce progress and accomplishments, acknowledging STATE and USDA Forest Service support. Follow direction in USDA Supplemental 2 CFR 415.2.

31. ASSIGNMENT: This Agreement is not assignable by LOCAL AGENCY either in whole or in part.

**BEFORE THE BOARD OF DIRECTORS OF THE
SAN MIGUEL COMMUNITY SERVICES DISTRICT
COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA**

IN THE MATTER OF:

Resolution Number: 2022-48

Approving the Department of Forestry and Fire Protection Agreement #7GF22103 for services from the date of last signatory on page 1 of the Agreement to June 30, 2023, under the Volunteer Fire Capacity Program of the Cooperative Forestry Assistance Act of 1978.

BE IT RESOLVED by the Board of Directors of the San Miguel Community Services District, that said Board does hereby approve the Agreement with the California Department of Forestry and Fire Protection dated as of the last signatory date on page 1 of the Agreement, and any amendments thereto. This Agreement provides for an award, during the term of this Agreement, under the Volunteer Fire Capacity Program of the Cooperative Fire Assistance Act of 1978 during the State Fiscal Year 2022-23 up to and no more than the amount of \$18,153.59.

BE IT FURTHER RESOLVED that Raynette Gregory, Board President of said Board be and hereby is authorized to sign and execute said Agreement and any amendments on behalf of the San Miguel Community Services District.

The foregoing resolution was duly passed and adopted by the Board of Directors of the San Miguel Community Services District, at a regular meeting thereof, held on the 22 day of September, 2022, by the following vote:

AYES:

Signature, Board of Directors Member

NAYS:

ABSENT:

Printed Name and Title

Signature, Board of Directors Member

Printed Name and Title

-----**CERTIFICATION OF RESOLUTION**-----

ATTEST:

I Tamara Parent, Clerk of the San Miguel Community Services District, County of San Luis Obispo California do hereby certify that this is a true and correct copy of the original Resolution Number 2022-48.

WITNESS MY HAND OR THE SEAL OF THE San Miguel Community Services District, on this 22 day of September, 2022.

**OFFICIAL SEAL
OR NOTARY CERTIFICATON**

Signature

Clerk of the Board, San Miguel Community Services District
Title and Name of Local Agency

**Board of Directors
Staff Report**

September 22, 2022

AGENDA ITEM: 7

SUBJECT: Rural Fire Capacity / Volunteer Fire Capacity Grant Budget adjustment

SUGGESTED ACTION: Approve RESOLUTION 2022-52 authorizing a budget adjustment required to accept the Rural Fire Capacity (RFC) / Volunteer Fire Capacity (VFC) grant award from Cal Fire in the amount of \$18,153.59 for the purchase of equipment as described and approved within the grant application submitted March 8, 2022. Total purchases shall not exceed \$36,307.18

DISCUSSION:

See attached staff report and resolution.

FISCAL IMPACT:

See attached staff report and resolution.

PREPARED BY: Scott Young



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

September 22, 2022

SUBJECT: Rural Fire Capacity (RFC) / Volunteer Fire Capacity (VFC) Grant Budget Adjustment.

RECOMMENDATION: Approve Resolution 2022-52 authorizing a budget adjustment required to accept the Rural Fire Capacity (RFC) / Volunteer Fire Capacity (VFC) grant award from Cal Fire in the amount of \$18,153.59 for the purchase of equipment as described and approved within the grant application submitted March 8, 2022. Total purchases shall not exceed \$36,307.18.

Background:

On March 8, 2022, San Miguel Fire applied for the 2022 RFC / VFC Grant in the amount of \$39,998.53 for assistance with the procurement of essential items required for Firefighter safety. This application was for matching grant funding of up to 50% of the requested amount. The original grant funding request was \$19,999.26 with a total line item of \$39,998.53.

On September 6, 2022, San Miguel Fire was notified of the RFC / VFC grant award in the amount of \$18,153.59 for the acquisition of the approved items. The awarded amount is \$1,845.47 less than the original requested amount.

Approval of resolution 2022-52 will authorize a budget adjustment and transfer to account for the revenue and expense incurred as part of the RFC/ VFC grant.

Fiscal Impact:

A budget adjustment of \$36,307.18 be transferred from fund 20 operational reserve to the fund 20 2022/2023 operational budget object code 456 shall be required of which \$18,153.59 shall be recovered via grant funding.

PREPARED BY: Scott Young

APPROVED BY:

RESOLUTION NO. 2022-52

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN MIGUEL COMMUNITY SERVICES DISTRICT AUTHORIZING A BUDGET
ADJUSTMENTS AS REQUIRED FOR THE ACCEPTANCE OF THE RURAL FIRE CAPACITY
(RFC) / VOLUNTEER FIRE CAPACITY GRANT**

WHEREAS, the San Miguel Community Services District Fire Department applied for and was awarded matching grant funding for the 2022-2023 Rural Fire Capacity (RFC) / Volunteer Fire Capacity (VFC) Grant by Cal Fire in the amount of \$18,153.59 for the purchase of equipment, which purchase is not to exceed \$36,307.18; and

WHEREAS, the purchase of equipment pursuant to the RFC / VFC grant will require an adjustment to the Fiscal Year (“FY”) 2022-2023 Budget.

NOW THEREFORE, BE IT RESOLVED, the San Miguel Community Services District Board of Directors (“Board”) does hereby resolve, determine, and order as follows:

1. The Board authorizes a budget increase to the FY 2022-2023 Fund 20 Operational Budget Object Code 456 in the amount of \$36,307.18, as required to accommodate and track the expenditures as stated with the RFC / VFC grant details.
2. The Board authorizes a FY 2022-23 budget adjustment and fund transfer as follows:
 - Increase expense item Fund 20 Object Code 456 in the amount of \$36,307.18.
 - Transfer from Fund 20 Operational Reserve to Operating cash up to \$18,153.59 to match the grant funds.
 - Increase revenue account 40500 in the amount of \$18,153.59.

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 22nd day of September 2022.

Raynette Gregory, Board President

ATTEST:

APPROVED AS TO FORM AND CONTENT:

Kelly Dodds, General Manager

Douglas L. White, District General Counsel

**Board of Directors
Staff Report**

September 22, 2022

AGENDA ITEM: 8

SUBJECT: Fire Department Code Enforcement Violation

SUGGESTED ACTION: Continue discussion on the correctional measures to resolve the Code Enforcement Notice of Violation for the existing conditions at the San Miguel Fire Station

DISCUSSION:
See attached report

FISCAL IMPACT:
See attached report

PREPARED BY: Scott Young



San Miguel Community Services District Board of Directors Staff Report

September 22, 2022

SUBJECT: Fire Department Code Enforcement Violation.

RECOMMENDATION: Continue with the correctional measures to resolve the Code Enforcement Notice of Violation for the existing conditions at the San Miguel Fire Station.

Background:

On February 23, 2022, the San Miguel Fire Department received a Notice of Violation, CODE2022-00043 dated February 16, 2022, from the County of San Luis Obispo Department of Building & Planning citing the San Miguel Fire Department for a violation of SLOCC22.01.080 unlawful construction / alteration to a building and or structure.

Initial contact with County Code Enforcement was made on February 24, 2022 to discuss the Notice of Violation, an onsite meeting at 1150 Mission Street San Miguel, CA. 93451 was scheduled for 9:00 AM on March 3, 2022, with County Code Enforcement, and an in-person meeting with County Building Department Staff to review the documentation and current building conditions.

Original construction plans, preliminary "As Built" plans, and a preliminary demolition plan were produced and provided on March 15, 2022, to the County Agencies for use of conversations and determination of scope necessary to correct the Notice of Violation.

Upon review it was determined that all post construction items beyond the original fire station construction completed in September 2000 was performed without benefit of permit or inspections. No building permits for construction or alteration to the structure other than the solar project permit were on file with the County Building Department. A Commercial Addition / Alteration permit was applied for on March 29, 2003, however, no records exist relating to this application and the permit process was not completed as of June 6, 2003. The permit application was eventually closed by an Administrative Closure on June 16, 2018.

Additional construction / alterations took place between 2016 & 2018 without the benefit of permits and inspections to the existing undocumented spaces as noted on the preliminary As Built plans.

Overview:

The San Miguel Fire Station was built in 2000 using grant fund to construct an Essential Services Structure for the Fire Department's soul use.

On January 24, 2000, the San Miguel Community Services District (CSD) was formed combining Water, Wastewater, Lighting, and Fire services.

Upon completion of the Fire Station CSD staff occupied space planned for Fire Department Staff.

CSD Board of Directors elected to expand the Fire Station in 2003 without the benefit of permits and inspection to accommodate CSD administrative, utility and billing staff with little or no consideration to the Fire Department's needs. Additional construction was performed between 2016 & 2018 as an effort to remedy the overcrowding of a structure that was not designed for the use beyond the Fire Departments use.

Follow Up:

At the May 26, 2022, Regular Board Meeting the Board unanimously voted and approved by Resolution 2022-31 the authorization to proceed with corrective measures and a budget adjustment of \$46,500.00 from funds 30, 40, 50, & 60 to fund 20 object code 352 required for the corrective action necessary to remove the code violation from the property.

The relocation of contents has begun, a 20-foot lockable storage container was purchased and placed in the parking area for Fire Department storage, onsite meetings were conducted relating to the relocation of SCADA & other server items currently located on the second floor, plans have been reproduced, and contractors have been contacted regarding tentative scheduling.

Permit documentation has been submitted to the County Department of Building and Safety for approval.

Plan check corrections were submitted on September 13, 2022 for project scope clarification.

Final permit approval is pending.

PREPARED BY: Scott Young

APPROVED BY: Kelly Dodds

**Board of Directors
Staff Report**

September 22, 2022

AGENDA ITEM: 9

SUBJECT: Machado Wastewater Treatment Facility expansion and upgrade project.

SUGGESTED ACTION: Continued discussion on the status of the Machado Wastewater Treatment Facility expansion and upgrade project.

DISCUSSION:

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 1st quarter 2022 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 *July* the plant averaged *151,454 gallons per day (76% of hydraulic design capacity)* with a *max day of 173,670 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.

CURRENT PROGRESS:

- Initial meetings held with Wallace Group to complete the design and engineering of the WWTF expansion.
 - Additional meetings scheduled in October to continue the forward progress.
 - CEQA passed in August.
-

FISCAL IMPACT:

No additional impact resulting from this report

PREPARED BY: Kelly Dodds

**Board of Directors
Staff Report**

September 22, 2022

AGENDA ITEM: 1

SUBJECT: CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9:1

SUGGESTED ACTION: Discussion

DISCUSSION:

FISCAL IMPACT:

None

PREPARED BY: Kelly Dodds
