

TO: BOARD OF DIRECTORS

FROM: MARIO IGLESIAS
GENERAL MANAGER



DATE: MARCH 3, 2022

AGENDA ITEM

E-1

MARCH 8, 2023

CONSIDER FIRST AMENDMENT TO GRANT AGREEMENT WITH ACHIEVEMENT HOUSE INC. FOR SOLID WASTE REMOVAL IN NIPOMO COMMUNITY COMMON AREAS

ITEM

Consider First Amendment to Grant Agreement with Achievement House Inc., for solid waste removal in the Nipomo Community common areas [RECOMMEND APPROVE FIRST AMENDMENT TO AGREEMENT WITH ACHIEVEMENT HOUSE FOR SOLID WASTE REMOVAL]

BACKGROUND

In April 2022, the Nipomo Community Services District ("District") entered into a Community Grant Agreement ("Agreement") with Achievement House, Inc., to provide solid waste removal from roadways in defined common areas of Nipomo.

Achievement House has provided clean-up services for the community of Nipomo for several years through a Nipomo Community Services District ("District") grant supported by solid waste franchise fees. A pilot program started in 2012 with a combined effort between the Nipomo Chamber of Commerce, Achievement House and the District. In early 2017 the program was discontinued due to irregularities within one of the contract parties, which resulted in the District cancelling the agreement. Since that time your Board has not approved a solid waste program grant request.

The current Agreement ends on March 31, 2023. The Achievement House Inc. is interested in renewing the Agreement for another year. The District has negotiated with Achievement House Inc. to amend the Agreement to the satisfaction of both parties. Achievement House Inc. is looking to increase the hourly rate they charge the District for labor by 8%, raising the current \$78/hour to \$85/hour. The District is asking Achievement House Inc. to include an additional area between Juniper and Tefft along a dead-end section of North Frontage Rd.

With the increase in the hourly labor rate, and the addition of the section to the cleanup schedule on North Frontage Rd., the First Amendment to the Agreement increases from \$51,172 to \$64,760. The First Amendment to the Agreement also includes a shift to arrearage payments by the District for each month of service and extends the Agreement to March 31, 2024.

FISCAL IMPACT

Funds to support solid waste services may be allocated from the District solid waste fund. Solid waste reserves are approximately \$460,000. Solid waste net fund revenue from franchise fees is approximately \$16,000 monthly. It is anticipated that the Solid Waste fund will have a balance of over \$500,000 by the end of the fiscal year. There are sufficient monies in Solid Waste Fund #300 to continue working with Achievement House Inc. should the Board approve the First Amendment to the Agreement.

STRATEGIC PLAN

Goal 8. ADDITIONAL COMMUNITY SERVICES. Staff should focus on meeting the goals and objectives of existing services. Adding new services will be considered on a case-by-case basis and entered into only if funding can be found and existing services are not harmed.

- A.1 SOLID WASTE. Seek to maximize solid waste services for community and build understanding of services like hazardous waste, recycling, etc. and District's role.

RECOMMENDATION

Staff recommends that the Board direct the General Manager to enter into the Agreement with Achievement House, Inc.

ATTACHMENTS

- A. Achievement House Proposal
- B. Grant Agreement

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ATTACHMENT A



March 2, 2023

Mario Iglesias
General Manager
Nipomo Community Services District
148 South Wilson Street
Nipomo, CA 93444

Re: Request for Proposal - Trash Pick-up & Removal on a Bi-monthly Schedule

Dear Mario,

Thank you for taking the time to meet with us and for reviewing our proposals for the Nipomo Chamber & Nipomo Rotary contracts.

For the Nipomo Community Services District (District), Achievement House Inc. would like to provide one grounds working crew (4-person) to perform trash pick-up & removal services for the District Monday-Friday, up to 28 hours per week on a bi-monthly schedule. Additionally, weed-eating services along the North & South Frontage Road to be provided as needed. Services will be provided along the pre-designated zones as defined in the District's Grant Agreement (Agreement), Exhibit A - Scope of Work. The Agreement is for a period of 12 months commencing April 1, 2023, and ending March 31, 2024, with an option to reinstate for continual service years.

April 1, 2023, through March 31, 2024, the rate will be \$85.00 per hour for up to 28 hours per week (\$2,389) approximately twice monthly (26 weeks) or \$61,880 annually plus \$2,880.00 for dumping fees for a total not to exceed the Agreement amount of \$64,760 annually.

If you have any questions, please contact me.

Best Regards,

Courtney Musgrave

Courtney Musgrave
Program Coordinator
Achievement House, Inc.
(805) 938 - 6201
cmusgrave@achievementhouse.org

3003 Cuesta College Road San Luis Obispo, CA 93405
805-543-9383 Fax 805-543-9384 www.achievementhouse.org

Trash Pick-up Bi-Monthly Schedule

Monday (Zone 1)

- A - Tefft (Pomeroy to Hazel)
- B - Tefft (Hwy 101 to Pomeroy)
- C - Orchard Rd (Tefft to Southland)
- D - Division St. (Orchard to S. Frontage)
- E - Grande St. (Orchard to S. Frontage)

Tuesday (Zone 2)

- A - South Frontage Rd (Tefft to Southland) to include:

Weed cutting on east side roadway shoulder between edge of pay to Hwy 101 fence

- B - Tefft (Thompson to Hwy 101)
- C - Mallagh St (Tefft to Eve)
- D - Hill St. (S. Frontage to Blume)

Wednesday (Zone 3)

- A - North Frontage Road (Sandydale to Juniper) to include

Weed cutting on east side roadway shoulder between edge of pay to Hwy 101 fence

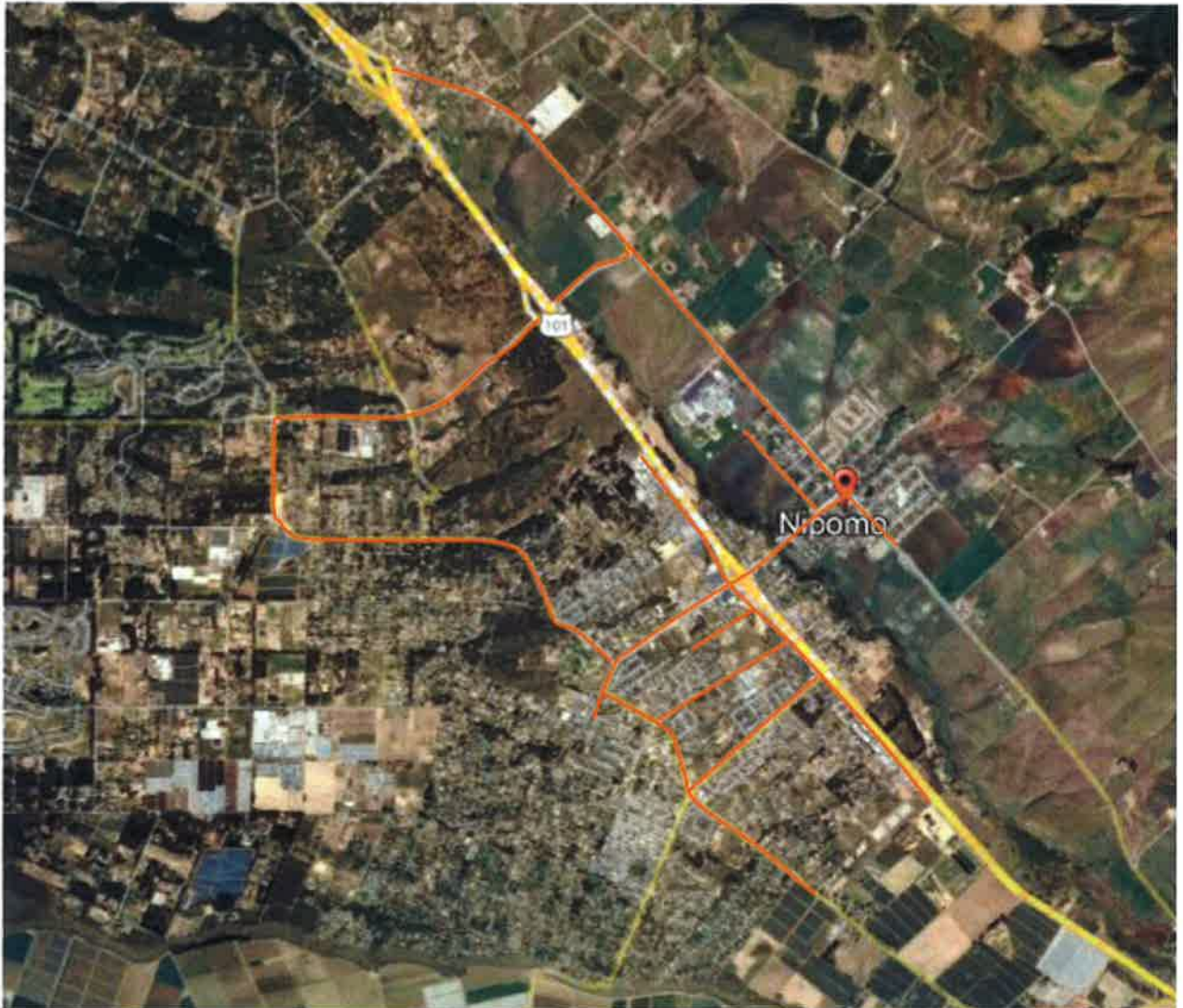
Pathway between Juniper and Tefft (added to 2023-24 Contract)

- B - Pomeroy (Tefft to Camino Caballo)
- C - Pomeroy (Camino Caballo to Willow Rd.)

Thursday (Zone 4)

- A - Thompson (Knotts to Leaf)
- B - Thompson (Leaf to Willow)
- C - Thompson (Willow to Hwy 101)
- D - Willow (Pomeroy to Hwy 101)
- E - Willow (Hwy 101 to Thompson)

Any other areas that may be requested on an as needed basis





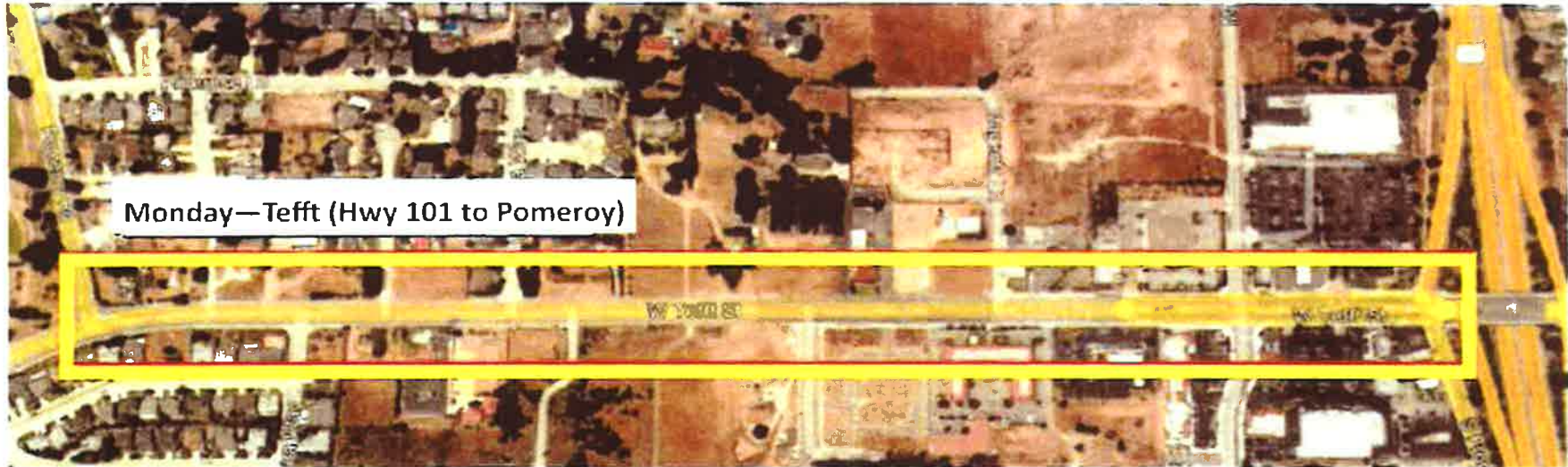
MONDAY

TUESDAY

WEDNESDAY

THURSDAY

MONDAY

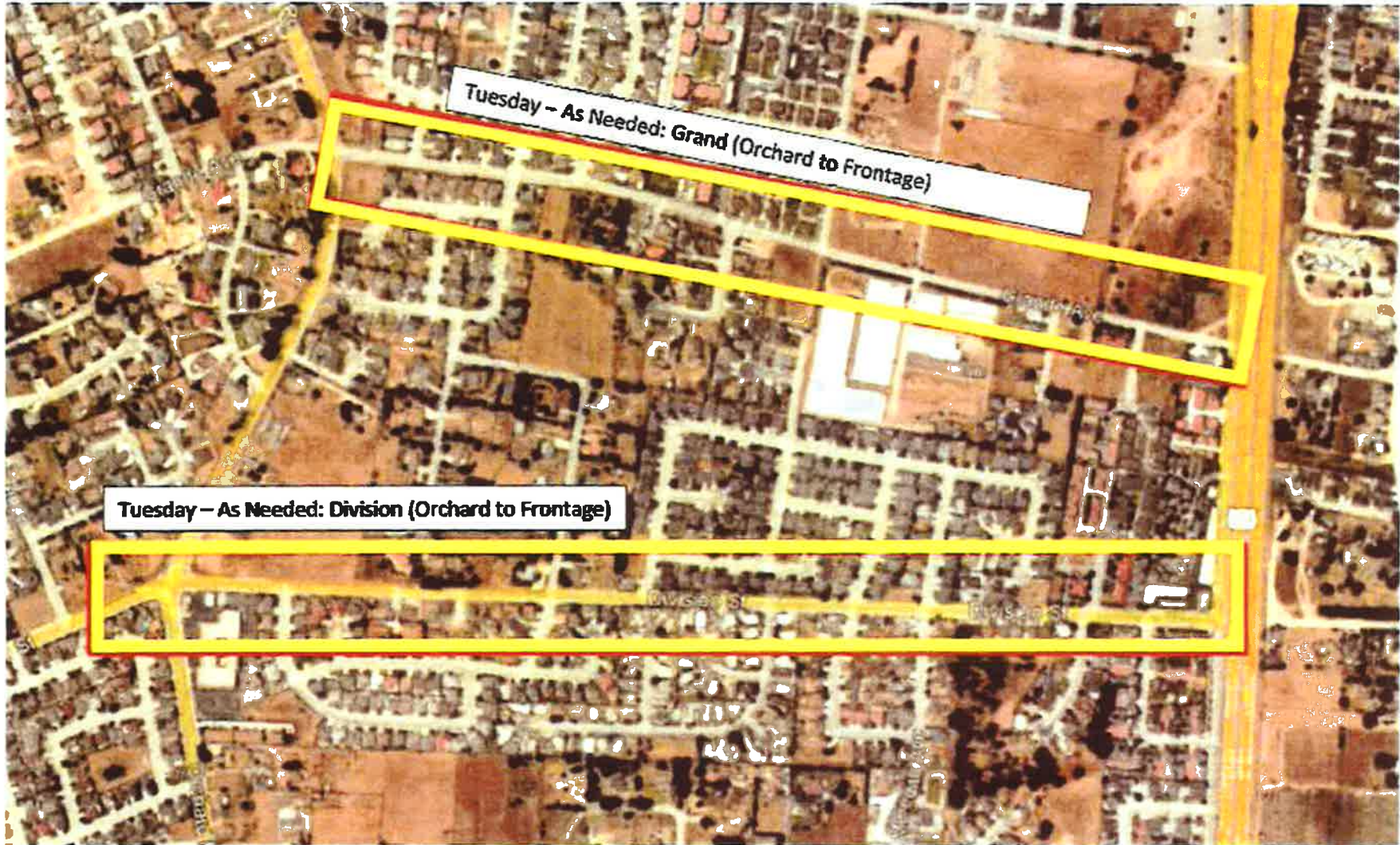


Monday—Tefft (Hwy 101 to Pomeroy)



Monday—Tefft (Pomeroy to Hazel)

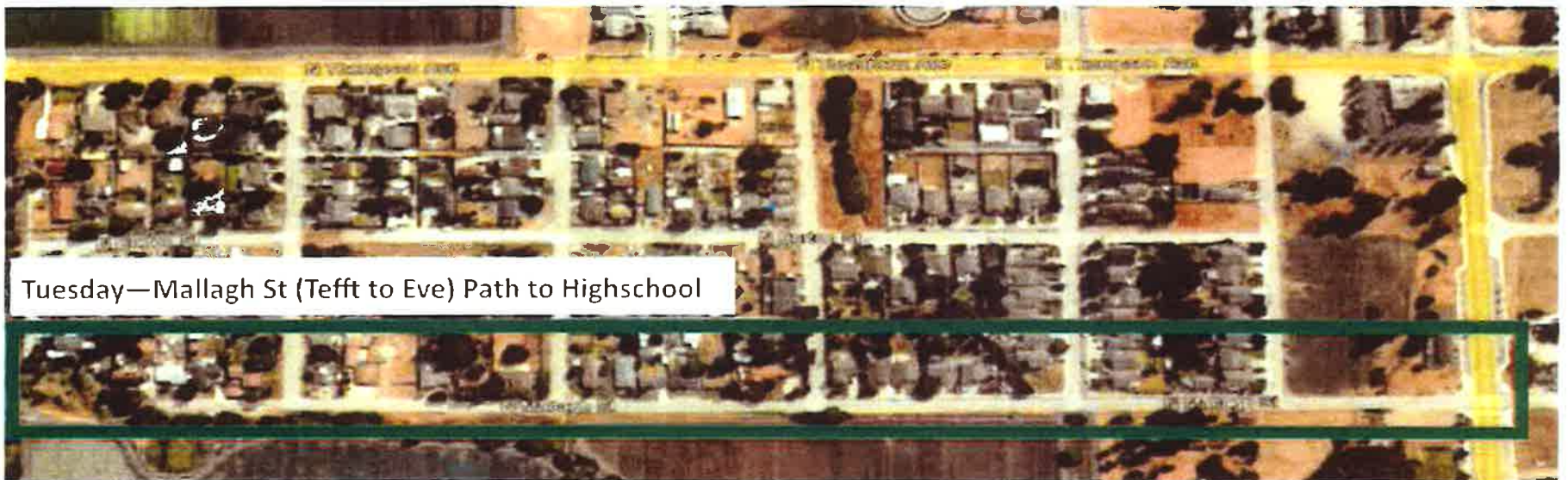
MONDAY



MONDAY



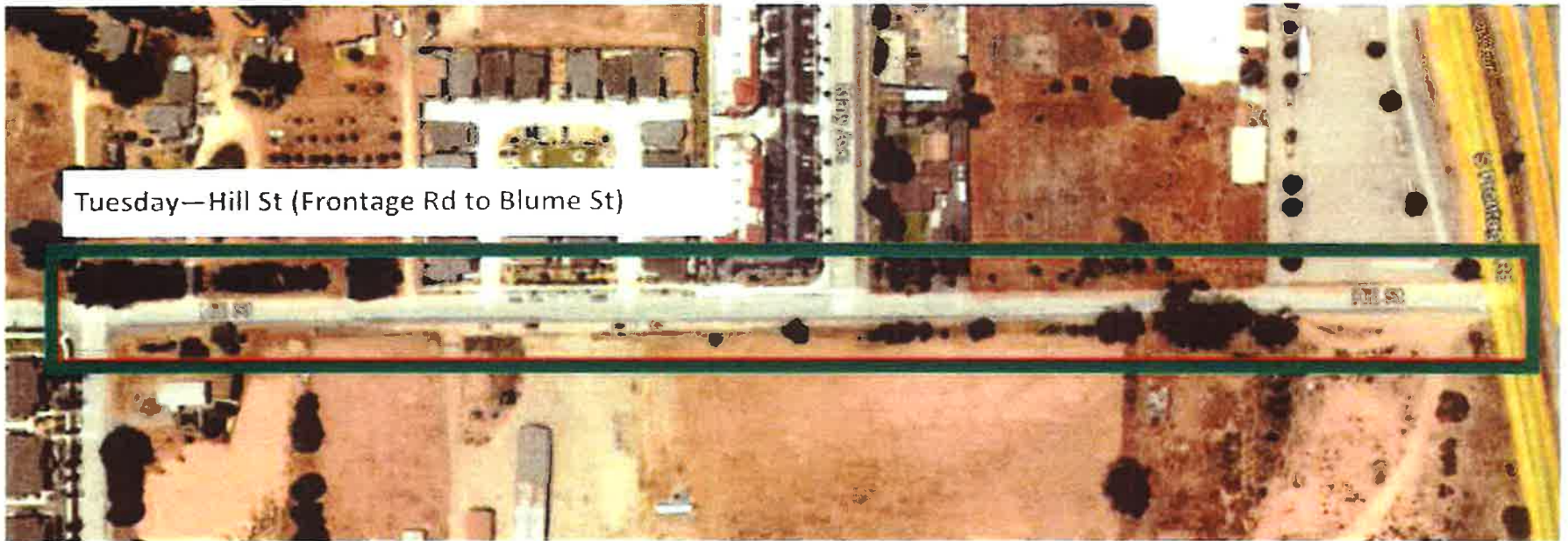
TUESDAY



TUESDAY

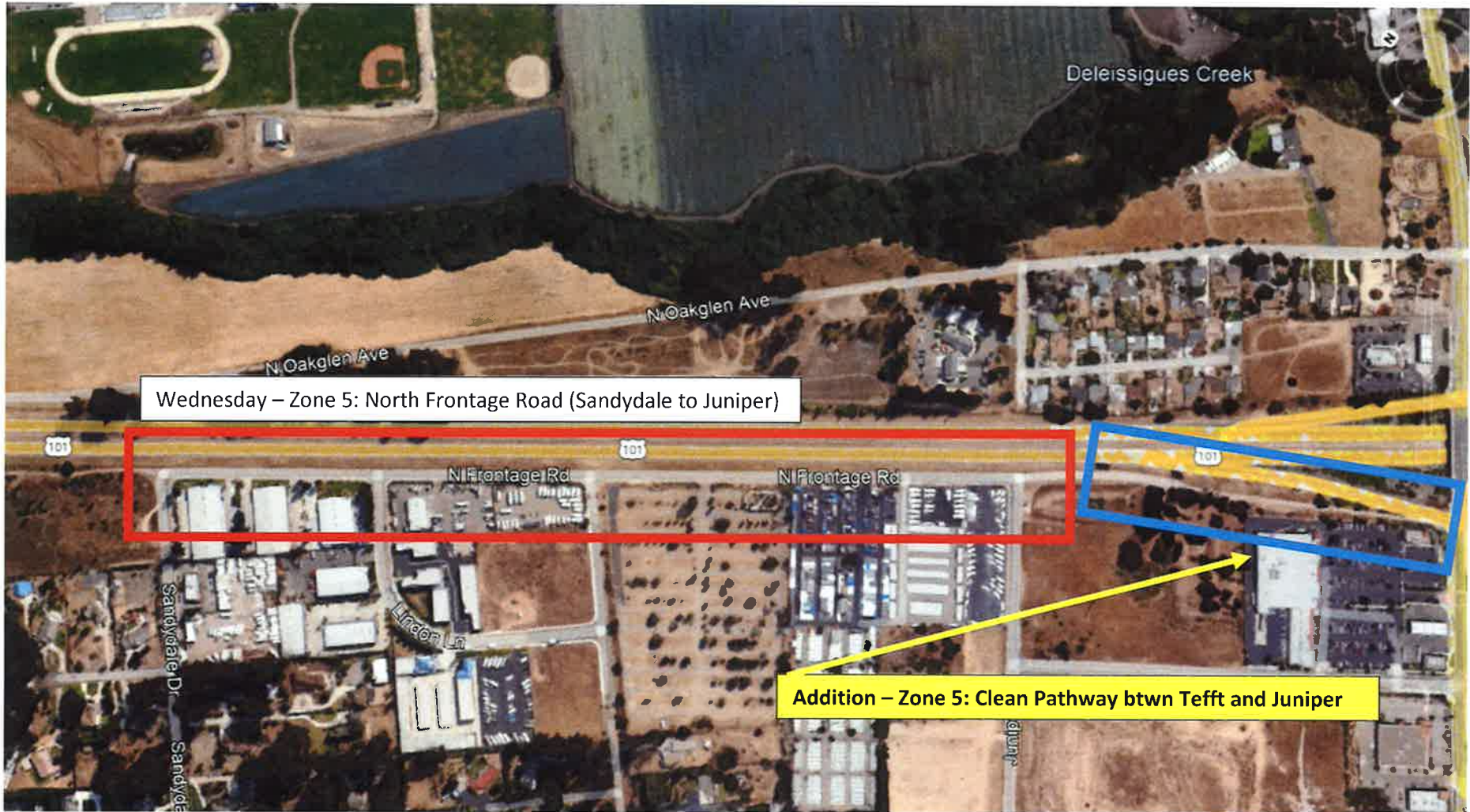


Tuesday—Tefft (Highway 101 to Thompson)



Tuesday—Hill St (Frontage Rd to Blume St)

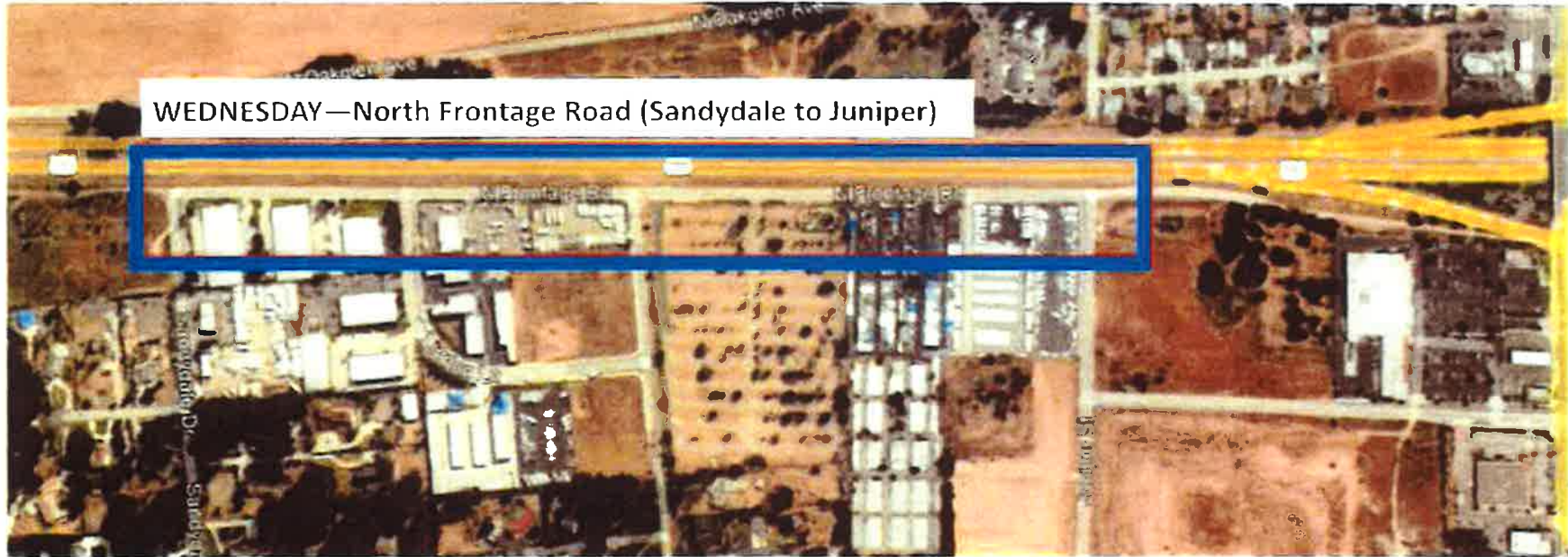
Wednesday



Wednesday – Zone 5: North Frontage Road (Sandydale to Juniper)

Addition – Zone 5: Clean Pathway btwn Tefft and Juniper

WEDNESDAY

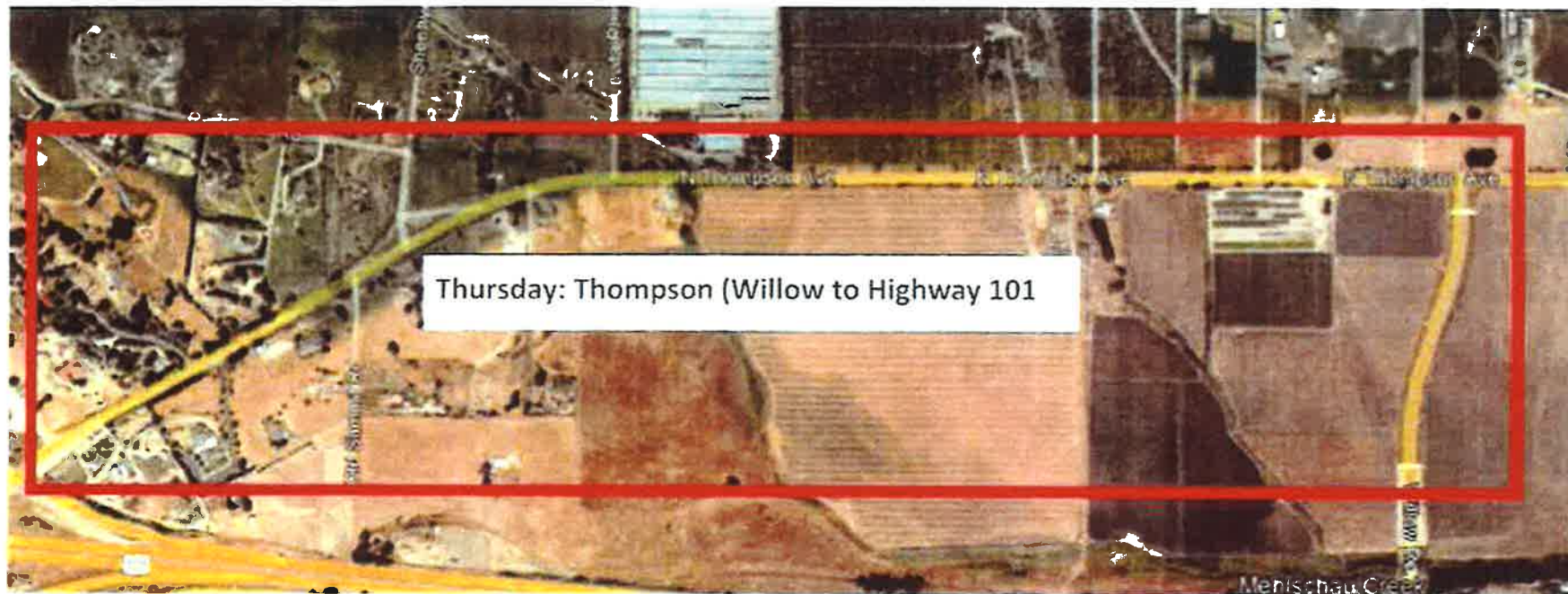
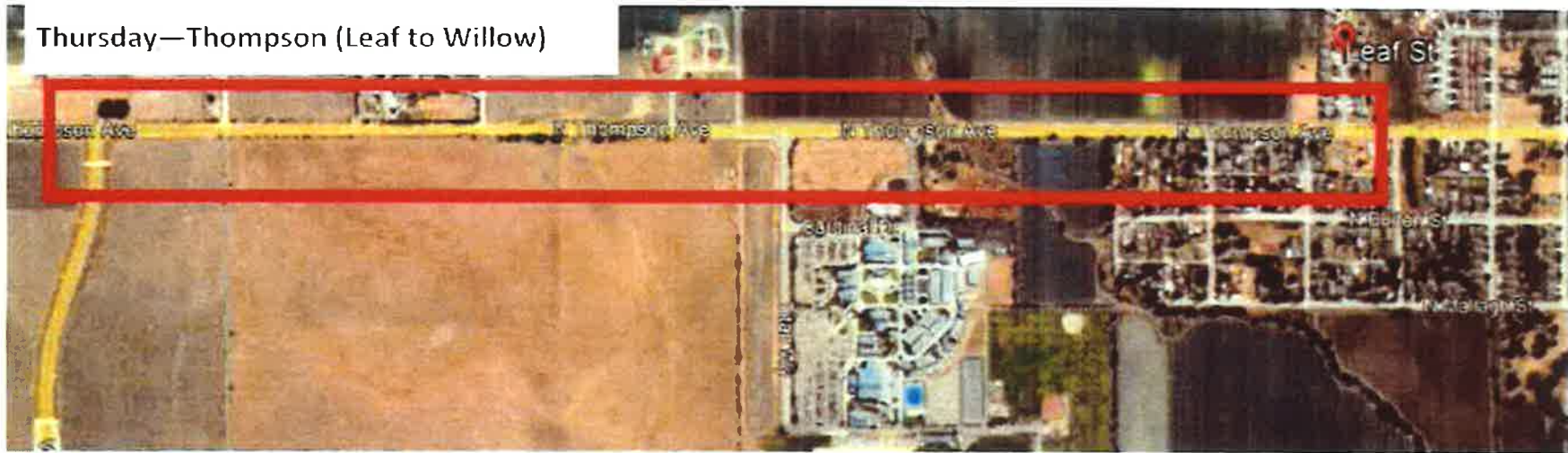


WEDNESDAY

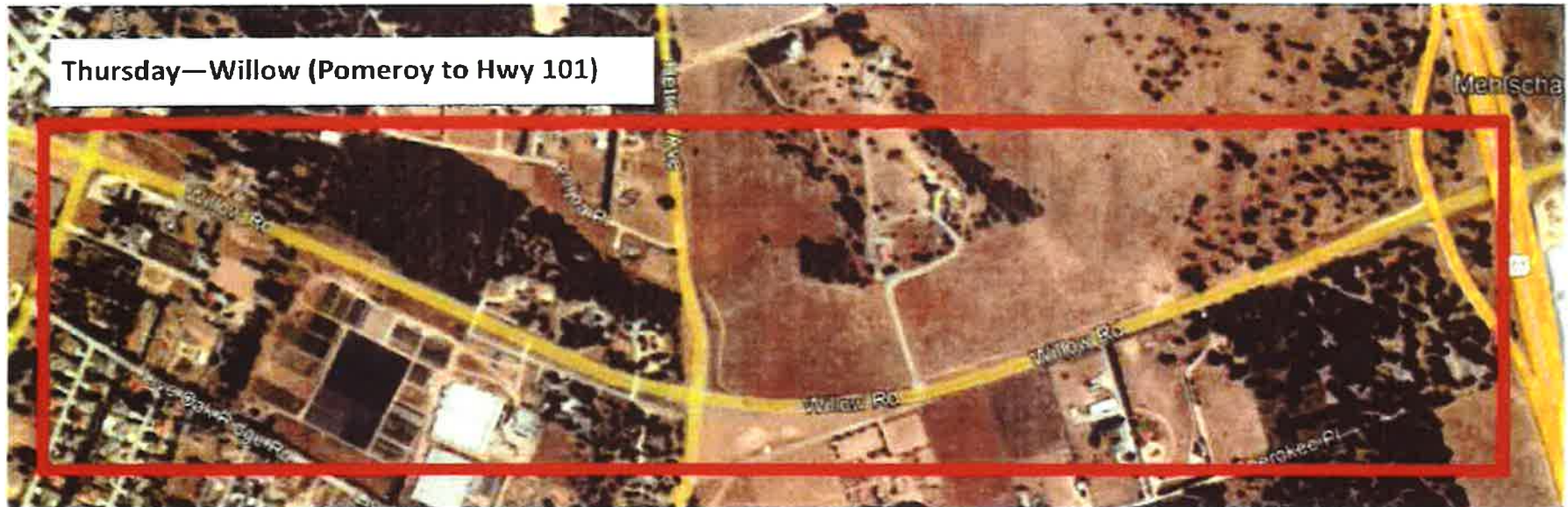
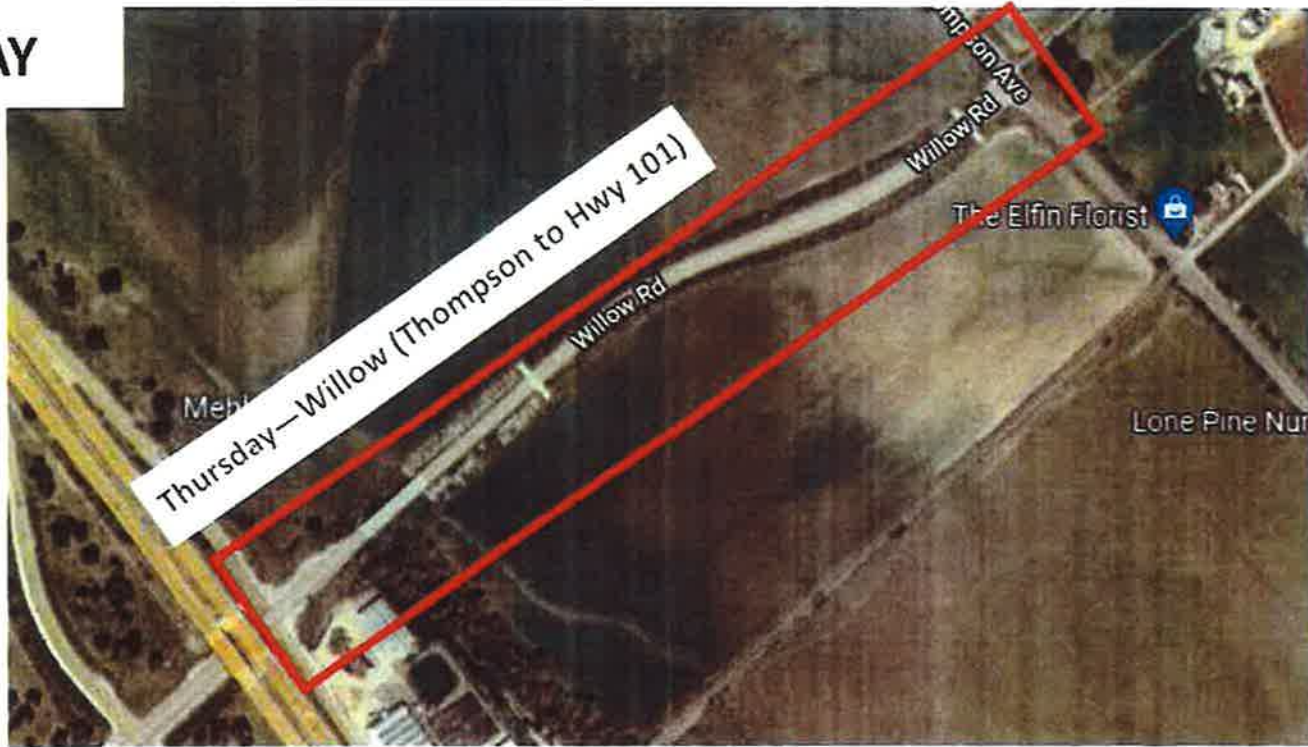
WEDNESDAY—Pomeroy (Camino Caballo to Willow)



THURSDAY



THURSDAY



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ATTACHMENT B

NIPOMO COMMUNITY SERVICES DISTRICT

First Amendment to Community Grant Agreement with ACHIEVEMENT HOUSE, INC. ("GRANTEE")

THIS FIRST AMENDMENT TO THAT CERTAIN GRANT AGREEMENT by and between the NIPOMO COMMUNITY SERVICES DISTRICT ("NCS D"), and Achievement House, Inc. ("RECIPIENT") dated April 1, 2022 ("Agreement") is hereby approved to be effective April 1, 2023. In consideration of the mutual covenants, conditions and undertakings set forth herein, NCS D and RECIPIENT agree to amend the Agreement as follows:

A. Section 2 of the Agreement is hereby amended to read as follows:

"2. GRANT. NCS D shall provide grant funding to RECIPIENT in the total annual amount not to exceed Sixty-four Thousand, Seven Hundred and Sixty dollars (\$64,760) paid in twelve (12) equal monthly amounts, at the rates set forth in Exhibit B, with the invoices issued by the RECIPIENT at the end of each month of services provided for the Project subject to the provisions of this Agreement ("Grant Funds"), and payment issued by NCS D within thirty days of NCS D's receipt of each of said invoices."

B. Section 4 of the Agreement is hereby amended to read as follows:

"4. TERM. This Agreement, as amended, shall commence on April 1, 2024, and shall remain and continue in effect until March 31, 2024, unless sooner terminated pursuant to the provisions of this Agreement."

C. Section 5 of the Agreement is hereby amended in its entirety to read as follows:

"5. GRANT REPORT. Recipient shall provide to NCS D a monthly grant report when submitting the monthly invoice that includes the following information and documentation:

- A. Description of how the grant was used to support and improve the Nipomo community – number of bags of refuse removed from streets or pounds of refuse as demonstrated by attaching copies of tipping fees paid (see example form under Exhibit C).
- B. The measurable and/or quantifiable impacts attributable to the Grant Funds (e.g., the number of volunteers who participated in the Project, the number of sites cleaned, etc.).

In addition to the information listed here, RECIPIENT must provide any other information requested by NCS D as it relates to the use of the Grant Funds."

D. Exhibits A and B to the Agreement are hereby replaced by amended Exhibits A and B, attached hereto and incorporated herein by this reference.

E. Except as amended herein, all other provisions of the Agreement shall remain in further force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and effective as of the day and year written above.

NIPOMO COMMUNITY SERVICES DISTRICT

**First Amendment to Community Grant Agreement with ACHIEVEMENT HOUSE, INC.
("GRANTEE")**

NIPOMO COMMUNITY SERVICES DISTRICT

Mario Iglesias, General Manager

RECIPIENT

By: _____
Name:
Title:

By: _____
Name:
Title: