

TO: BOARD OF DIRECTORS
FROM: RAY DIENZO, P.E. R.D.
GENERAL MANAGER
DATE: APRIL 4, 2024

**AGENDA ITEM
E-1
APRIL 10, 2024**

CONSIDER SECOND AMENDMENT TO GRANT AGREEMENT WITH ACHIEVEMENT HOUSE INC. FOR SOLID WASTE REMOVAL IN THE NIPOMO COMMUNITY SERVICES DISTRICT COMMON AREAS

ITEM

Consider Second Amendment to Grant Agreement with Achievement House Inc., for solid waste removal in the Nipomo Community Services District common areas [RECOMMEND APPROVE SECOND 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. ("Achievement House"), to provide solid waste removal from roadways in defined common areas of the Nipomo Community Services District.

Achievement House has provided clean-up services for the community of Nipomo for several years through a District grant supported by solid waste franchise fees. A pilot program started in 2012 between the Nipomo Chamber of Commerce, Achievement House and the District, was discontinued in early 2017 due to irregularities within one of the contract parties. This resulted in the District cancelling the agreement. Since then, your Board has approved an agreement with Achievement House to provide solid waste cleanup services throughout the community.

The current Agreement ends on March 31, 2024. The Achievement House is interested in renewing the Agreement for another year. The District has negotiated with Achievement House to amend the Agreement to the satisfaction of both parties. Both parties agreed to extend the existing terms of the First Amendment through the end of this fiscal year, from April 1, 2024 to June 30, 2024. Both parties also agreed to the Achievement House's new terms for next fiscal year, July 1, 2024 to June 30, 2025, as follows: increase the hourly rate from \$85/hour to \$87/hour for up to 28 hours per week approximately twice monthly (26 weeks) or \$63,335 annually, plus \$2,990 for dumping fees for a total not-to-exceed agreement amount of \$66,326 annually. The scope of work agreed upon in the First Amendment remains unchanged in this Second Amendment.

FISCAL IMPACT

Funds to support solid waste services may be allocated from District Solid Waste Fund #300. Solid waste reserves are approximately \$320,000. Solid waste net fund revenue from franchise fees is approximately \$7,000 monthly. It is anticipated that the fund will have a balance of over \$370,000 by the end of the fiscal year. There are sufficient monies

in the fund to continue working with Achievement House should the Board approve the Second 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. Second Amendment to Community Grant Agreement
- B. Exhibit A – Scope of Work
- C. Exhibit B – Response to Request for Proposal

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ATTACHMENT A

NIPOMO COMMUNITY SERVICES DISTRICT

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

THIS SECOND AMENDMENT TO THAT CERTAIN GRANT AGREEMENT by and between the NIPOMO COMMUNITY SERVICES DISTRICT ("NCSD"), and Achievement House, Inc. ("GRANTEE") dated April 1, 2022 ("Agreement") is hereby approved to be effective April 1, 2024. In consideration of the mutual covenants, conditions and undertakings set forth herein, NCSD and GRANTEE agree to amend the Agreement as follows:

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

"2. GRANT. NCSD and the GRANTEE shall extend the terms of the First Amendment for the period of April 1, 2024 to June 30, 2024. For period of July 1, 2024 to June 30, 2025, the NCSD shall provide grant funding to GRANTEE in the total annual amount not to exceed Sixty-six Thousand, Three Hundred and Twenty-six dollars (\$66,326) paid in twelve (12) equal monthly amounts, at the rates set forth in Exhibit B, with the invoices issued by the GRANTEE 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 NCSD within thirty days of NCSD'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 June 30, 2025, 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. GRANTEE shall provide to NCSD 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
- 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, GRANTEE must provide any other information requested by NCSD 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.

NIPOMO COMMUNITY SERVICES DISTRICT

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

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

Ray Dienzo, General Manager

GRANTEE

By: _____

Name: Courtney Musgrave

Title: Program Coordinator

By: _____

Name:

Title:

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ATTACHMENT B

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

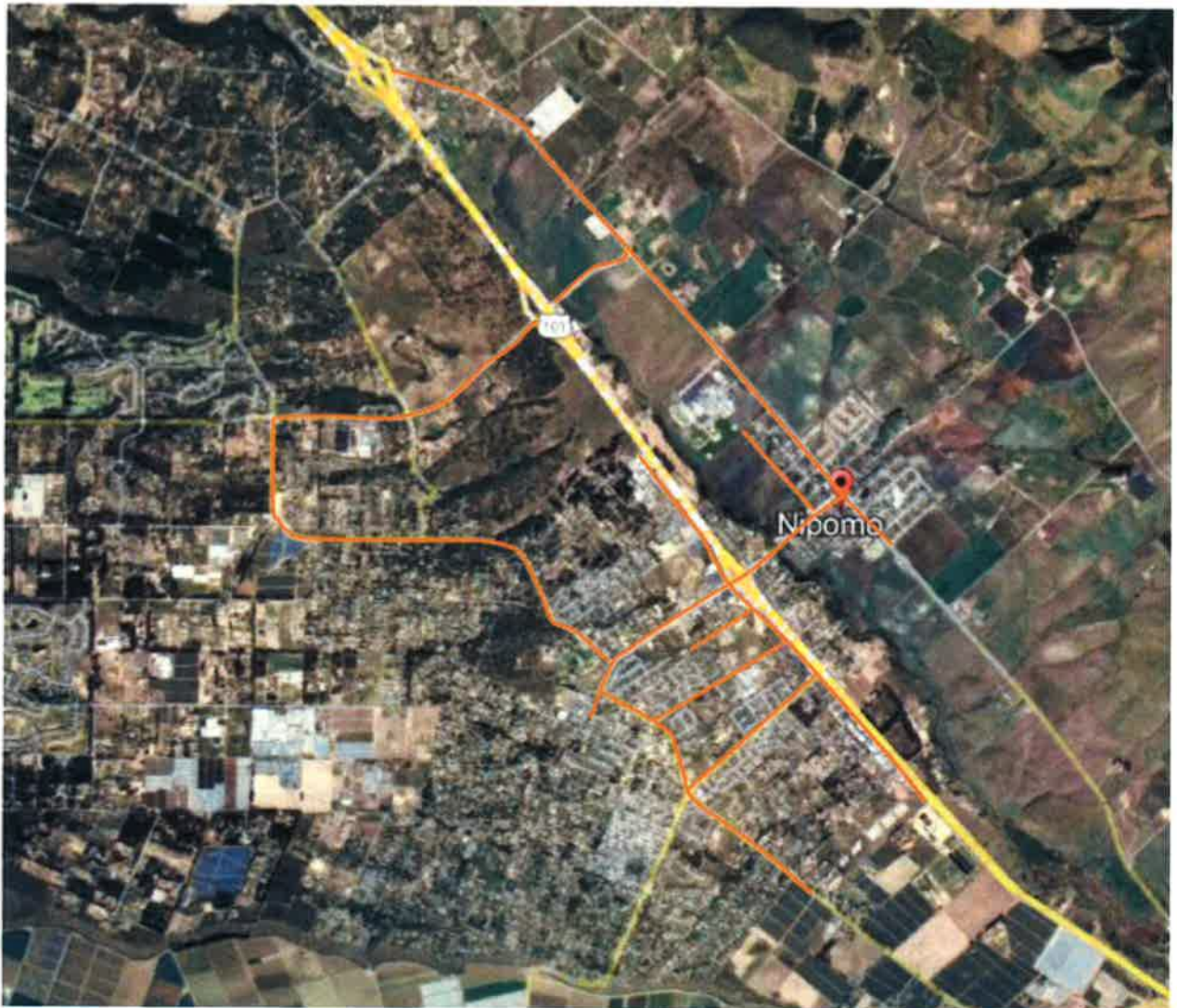
Pathway between Juniper and Tefft (added to 2023-24 Contract- First Amendment)

- 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



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ATTACHMENT C



March 21, 2024

Raymond Dienzo, P.E.
General Manager
Nipomo Community Services District

Re: Request for Proposal - Trash Pick-up & Removal on a Bi-monthly Schedule 2024-2025

Dear Raymond,

Thank you for taking the time to review 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 15 months commencing April 1, 2024, and ending June 30, 2025, with an option to reinstate for continual service years.

From April 1, 2024, to June 30, 2024, Achievement House agrees to extend the terms of the First Amendment agreement. For July 1, 2024, through July 30, 2025, the rate will be \$87.00 per hour for up to 28 hours per week (\$2,436) approximately twice monthly (26 weeks) or \$63,336 annually plus \$2,990.00 for dumping fees for a total not to exceed the Agreement amount of \$66,326 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

TO: BOARD OF DIRECTORS
FROM: RAY DIENZO, P.E. R.D.
GENERAL MANAGER
DATE: April 4, 2024



**REVIEW AND FILE NOTICE OF VACANCY ON
THE NIPOMO COMMUNITY SERVICES DISTRICT'S
GOVERNING BOARD OF DIRECTORS**

ITEM

Review and discuss the appropriate response to the vacancy on the Nipomo Community Services District's ("District") Governing Board. [RECOMMEND RECEIVE, DISCUSS, AND PROVIDE DIRECTION TO STAFF REGARDING FILLING THE VACANCY]

BACKGROUND

With the vacancy on the District's Governing Board, the District's legal counsel has provided discussion points in a memorandum [Attachment A] for the Board of Directors to consider when addressing the matter of filling the post.

FINANCIAL IMPACT

No financial impact.

STRATEGIC PLAN

Goal 6. GOVERNANCE AND ADMINISTRATION. Conduct District activities in an efficient, equitable and cost-effective manner.

RECOMMENDATION

It is recommended that the Board of Directors review and discuss how best to address the current vacancy on its Board and direct staff.

ATTACHMENTS

- A. RWG Memorandum – Notice of Vacancy on the Governing Board and Options for Filling the Vacancy
- B. Letter of Resignation from Director Malvarose

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ITEM E-2

ATTACHMENT A



Craig A. Steele

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MEMORANDUM

TO: Honorable President Eby and Members of the Board

CC: Raymond Dienzo, General Manager

FROM: Craig A. Steele, General Counsel

DATE: April 10, 2024

SUBJECT: Notice of Vacancy on the Governing Board and Options for Filling the Vacancy

Director Richard Malvarose has submitted a letter stating that he plans to resign from the Board of Directors effective April 5, 2024. He is moving out of the District. Under Government Code Section 1770(a), this memorandum constitutes notice to the Board that Director Malvarose's office is vacant. Government Code Section 1780 provides the procedures the Board must follow to fill the vacancy. Those steps are summarized in this memorandum, and all of the deadlines stated below are based on the April 10, 2024 date of this notice of vacancy was provided to the Board.

First, the District must notify the County Elections Official of the vacancy no later than 15 days after the Board was notified of the vacancy. The deadline for this notification will be **April 25, 2024**. We will provide a notice for the General Manager to send to the County Elections Official.

The remaining members of the Board can fill the vacancy within 60 days after the Board was notified of the vacancy, either by making an appointment to fill Director Malvarose's office temporarily or by calling an election. The deadline for making this decision is **June 9, 2024**. Because June 9, 2024 is a Sunday, the deadline will be extended to Monday, June 10, 2024.

If the Board chooses to appoint a person to Director Malvarose's office, the District must first post a notice of vacancy in at least three conspicuous places in the District at least 15 days before the Board makes the appointment. Director Malvarose's term would have expired immediately after the November 2024 District election. Under Government Code Section 1780(d)(3), because Director Malvarose was filling the last half of a term that expires in 2024, any person appointed to the office would serve only until the election results from the next

general District election scheduled for November 5, 2024 are certified and the new Director is seated.

The Board will not be able to call a special election to fill the remaining portion of this term because Director Malvarose's term will have expired by the next established election date. Under Government Code Section 1780(e)(2), a special election must be held on the "next established election date...that is 130 or more days after the date the district board calls the election." Under Elections Code Section 1000, the only 2024 established election date that will be at least 130 days after the Board calls the election will be on November 5, 2024.

If the Board does not fill the vacancy by appointment or call an election within 60 days, the San Luis Obispo County Board of Supervisors may call an election or appoint a person to fill the vacancy within 90 days of the date the District Board is notified of the vacancy. If the Board of Supervisors does not act by the 90th day, then the District Board must call an election to fill the vacancy.

No formal action will be proposed at the April 10, 2024 meeting, because the District must take the preliminary steps noted above. The Board will have at least one regular meeting scheduled before the June 10, 2024 deadline to act and could schedule other meetings if necessary. However, the Board should give direction to staff if the Board intends to start a process of appointment.

RECOMMENDATION:

Staff recommends that the Board discuss the options and, if there is a consensus to pursue an appointment, direct staff to start that process. The election process is well-established; but if the Board intends to make an appointment, we suggest that you provide staff with direction as to what process the Board would use to choose a candidate. Some boards take applications from interested persons and conduct interviews. Other boards simply discuss known candidates and make an appointment. There is no appointment process the Board is required to follow, other than discuss and make any appointment in an open meeting and follow the notice requirements specified above. Most recently, the Board has accepted written applications and chosen from among the applicants.

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ATTACHMENT B

General Manager Dienzo and the Nipomo Community Services Board of Directors,

I am respectfully submitting my letter of resignation from the NCSD Board of Directors effective April 5th, 2024. I no longer have a home within the NCSD boundaries and can no longer perform my duties. It has been a pleasure and honor to have served beside you and I wish you the best as you continue your important work in serving the community.

Sincerely,

Richard Malvarose

Richard Malvarose

NCSD Board of Directors

TO: BOARD OF DIRECTORS
 FROM: RAY DIENZO, P.E. *R.D.*
 GENERAL MANAGER
 DATE: APRIL 4, 2024

**AGENDA ITEM
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 APRIL 10, 2024**

GENERAL MANAGER'S REPORT

ITEM

Standing report to your Honorable Board -- *Period covered by this report is 3/24/2024 to 4/6/2024.*

DISTRICT BUSINESS

Administrative

The District encourages residents to provide reports of any observed water waste. The District also keeps an accounting of leak adjustments as a measure of non-revenue water lost to leaks and tracks late fee waivers. The table below provides March 2024 data, which is the most recent monthly data available. No leak adjustments or late fee waivers were applied in March.

OFFICE ACTIVITIES			
		Mar 24	Jan 24- Jan 25
Reports of Water Waste		0	0
Leak Adjustments		1	4
Leak Adjustment Amount		\$119.38	\$865.65
Late Fee Waivers		0	3
Late Fee Waiver Adjustment Amount		0	\$54.14

Water Resources

For the eight months of the 2023-24 Fiscal Year, the District's total combined production, including groundwater production wells and supplemental water imported through the Joshua Road Pump Station, registered 111.8 AF; the previous month registered 95.4 AF.

The District imported more water through the Joshua Road Pump Station than it produced from groundwater sources. This trend will continue through the year as the District strives to maintain the 50% groundwater reduction goal while also reaching the District's contract import water take amount of 1,000 AFY minimum.

	Mar 24	Jul 23 - Jun 24
Groundwater Production	29.5	487.3
Supplemental Water Imported	<u>82.3</u>	<u>855.3</u>
Total Production	111.8	1342.6

NCSD GW Reduction

The District's purveyor customers, Golden State Water Company and Woodlands Mutual Water Company, each are responsible for 16.66% (cumulatively 33.33%) of the imported water NCSD brings onto the basin through the NSWP. Of the 1,000 AF minimum imported water from the City of Santa Maria, 333 AF or 33.33% of the total imported water – whichever is greater – will be credited to these two purveyor customers. The credited amount must be added to the

District’s groundwater pumping total every month to reflect the groundwater pumped by these customers in-lieu of taking imported water from the District. Table 2, below, captures this data.

	Mar-24	Jul 23 - June 24
NCSD GW Well Production	29.5	487.3
Purveyor Customer Credit (33.3% of Import Water)	26.7	282.5
NCSD Total Calculated GW Production	56.2	769.9
Average GW Production for 2009-2013	160.4	1648.7
NCSD Percentage of GW Reduction	65%	57%

2023-24 Fiscal Year Groundwater Pumping Forecast

Below, Table 3 projects the District’s groundwater pumping reduction for the 2023-24 Fiscal Year. Under the current Stage 4 NMMA Water Shortage Response Stages, the District’s targeted groundwater pumping reduction goal is to pump no more than 1,266 AFY (50% of 2009-2013 average District GW Pumping). The first eight months of fiscal year 2023-24 actual – July through March – shows a groundwater pumping reduction of 65% while projected year end groundwater reduction estimates a 59% level of reduction.

Table 3. Projected Groundwater Pumping

	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Year-to-Date Jul-Jun 2024	Target	Over/(Under)
NCSD GW Well Production	82.6	90.3	72.4	71.8	52.3	45.7	24.4	18.5	29.5	663.4	1,266.7	227
Purveyor Customer Credit (33.3% of Import Water)	36.7	34.2	35.4	36.6	32.9	28.7	28.0	23.4	26.7	376.7		AcFt
NCSD Total Calculated GW Production	119.2	124.5	107.8	108.4	85.2	74.3	52.3	41.9	56.2	1,040.2	1,266.7	
Average GW Production for 2009-2013	291.2	284.7	264.7	223.6	179.1	141.4	142.1	122.0	160.4	2,533.4	2,533.4	
NCSD Percentage of GW Reduction	59%	56%	59%	51.5%	52%	47%	63%	66%	65.0%	58.9%	50.0%	

As demonstrated in Table 3, the District anticipates it will achieve its 50% groundwater pumping reduction target by 227 AcFt under the conditions stated in the previous paragraph.

On the following page, the Table 4 data provides operations personnel with insight into year-end water production values and assists in their efforts to balance import and groundwater production with the purpose of reducing groundwater pumping to meet the self-imposed 50% pumping groundwater reduction – the current stage IV objective.

Table 4 compares groundwater pumping for the same periods in 2023 and 2022.

Table 4. FY 2023 vs. FY 2022 Groundwater Pumping

	Mar-24	Jul 23 - Jun 24	Mar-23	Jul 22 - Jun 23
NCSD GW Well Production	29.5	487.3	13.1	600.7
Purveyor Customer Credit (33.3% of Import Water)	27.4	282.5	26.7	104.2
NCSD Total Calculated GW Production	56.9	769.9	39.8	704.9
Average GW Production for 2009-2013	122.0	1,809.1	122.0	1,809.1
NCSD Percentage of GW Reduction	53.3%	57.4%	67.4%	61.0%

Rainfall Gauge

Below is the most recent available rain data¹ for the Fiscal Year 2023-24.

(Reported in inches)	Nipomo East (Dana Hills Reservoirs)	Nipomo South (Southland Plant)
Mar 2024 Total	3.75	0.96
July-2023 through June-2024 (Season Total)	20.48	15.46
<hr/>		
County Reported Avg. Ann. Year Rainfall ¹	18.00	14.00
2006 - 2020 Avg. Ann. Year Rainfall ¹	15.39	13.30
2006 - 2020 Median Ann. Rainfall ¹	12.64	11.30

Note:

1. Data from County website

Connections Report

This chart will be updated next month

Other Items

Incidental Take Permit for the Blacklake Sewer System Consolidation Project — this is the official name of the “Frog Permit” that we have officially received. Staff will now incorporate the mitigation conditions into the construction phase's plans and specifications. We will continue to provide more updates on this Consolidation project as details emerge.

Safety Program

No Safety Issues

Supplemental Water Capacity Accounting

This table will be revised when information is updated. Currently, there is sufficient supplemental water capacity for all planned development.

Meetings Attended (remote or in person) March 23 to April 6

- 3/27/2024 - Board Meeting
- 3/28/2024 - NMMA TG Meeting
- 3/28/2024 - Discuss Strategic Plan with Director Eby
- 4/2/2024 - Management Team Meeting
- 4/2/2024 - NCSD Board Officers
- 4/2/2024 - NCSD Refunding Loan kick off meeting with Financial Consultants
- 4/3/2024 - Dana Reserve - Phasing Plan Discussion with NKT
- 4/4/2024 - Board Packet Deliveries

Upcoming Water Resource and Other Meetings

4/23/2024	- Dana Reserve - County Board	9:00 AM	County Board Room
4/24/2024	- Dana Reserve - County Board	9:00 AM	County Board Room
4/25/2024	- NMMA - TG Meeting	9:00 AM	remote
4/25/2024	- Finance and Audit Committee	2:00 PM	District Board Room
5/1/2024	- WRAC meeting	1:30 PM	SLO Library Room

RECOMMENDATION

Staff seeks direction and input from your Board.

ATTACHMENTS

None