

Pursuant to Governor Newsom's Executive Order N-29-20, members of the Board of Directors and staff will participate in this meeting via a teleconference. Members of the public can submit written comments to the Board Secretary at boardcomment@cambriacsd.org.



CAMBRIA COMMUNITY SERVICES DISTRICT

Thursday, July 8, 2021 - 2:00 PM

AGENDA

REGULAR MEETING OF THE CAMBRIA COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS

Please click the link below to join the webinar:

<https://zoom.us/j/98569955455?pwd=Wm00WjVXbDNbV3lxNW9peHdGUWwzUT09>

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1. OPENING

- A. Call to Order
- B. Pledge of Allegiance
- C. Establishment of Quorum
- D. President's Report
- E. Agenda Review: Additions/Deletions

2. BOARD MEMBER COMMUNICATIONS

Any Board Member may make an announcement, report briefly on his or her activities, or ask a question for clarification.

3. COMMISSION REPORT

- A. PROS Chairman's Report

4. PUBLIC COMMENT

Members of the public may now address the Board on any item of interest within the jurisdiction of the Board but not on its agenda today. Future agenda items can be suggested at this time. In compliance with the Brown Act, the Board cannot discuss or act on items not on the agenda. Each speaker has up to three minutes.

5. CONSENT AGENDA

All matters on the consent calendar are to be approved by one motion. If Directors wish to discuss a consent item other than simple clarifying questions, a request for removal may be made. Such items are pulled for separate discussion and action after the consent calendar as a whole is acted upon.

- A.** Consideration of Approval of Resolution 25-2021 to Finance the Purchase of a Replacement Truck for the Facilities & Resources Department

6. REGULAR BUSINESS

- A.** Discussion and Consideration of Draft Policy 2225 on Encampments on District Property
- B.** Discussion and Consideration to Vote for a Candidate to serve on the California Special Districts Board (CSDA) Board of Directors, Coastal Network Seat A
- C.** Discussion and Consideration of Resuming In-Person CCSD Board, Standing Committee, and PROS Commission Regular and Special Meetings

7. BOARD MEMBER, COMMITTEE AND LIAISON REPORTS

- A.** Public Comment: The President will be asking for public comment before the reports.
- B.** Finance Committee's Report
- C.** Policy Committee's Report
- D.** Resources and Infrastructure Committee's Report
- E.** Other Liaison Reports and Ad Hoc Committee Reports

8. FUTURE AGENDA ITEM(S)

This is an opportunity to request a formal agenda report be prepared and the item placed on a future agenda. No formal action can be taken except to direct the General Manager to place a matter of business on a future agenda by majority vote.

9. ADJOURN TO CLOSED SESSION

- A.** Public Comment
- B.** CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION Pursuant to Government Code Section 54956.9(d)(1)
Name of Case: Afifi v. CCSD, et al.

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **5.A.**FROM: John F. Weigold IV, General Manager
Pamela Duffield, Finance Manager

Meeting Date: July 8, 2021

Subject: Consideration of Approval of Resolution 25-2021 to Finance the Purchase of a Replacement Truck for the Facilities & Resources Department

RECOMMENDATIONS:

Staff recommends that the Board:

- Consider adoption of Resolution 25-2021, authorizing the execution and delivery of a lease purchase agreement with Ford Motor Credit Company LLC to finance the purchase of a replacement truck for the Facilities & Resources Department over 4 years at an annual interest rate of 5.35%.
- Authorize the General Manager to apply and execute a lease purchase agreement with Ford Motor Credit Company LLC.

FISCAL IMPACT:

The lease purchase agreement with Ford Motor Credit Company LLC is for four years (48 months) with an annual interest rate of 5.35%. The purchase price is \$40,000.00, plus underwriting fees of \$545.00 with a monthly payment of \$935.99.

The Facilities & Resources budget for fiscal year (FY 2020-21) included the purchase and financing of this truck, in the amount of \$40,000. Future debt service payments of \$11,231.88 will have to be included in the Facilities & Resources budget for the next four years, beginning in FY 2021-22, to finance the purchase of this truck. A budget adjustment will be included as part of the First Quarter Financial Report, to recognize the total amount of payments due for FY 2021-22.

DISCUSSION:

The Board approved the Facilities & Resources Department's request to purchase a replacement truck as part of the FY 2020-21 budget. This past February, staff began the process of procuring this truck, but due to COVID-19 inventory was very low and there were not any trucks available until possibly November. In early June, Santa Maria Ford contacted staff with an available truck, which met the Facilities & Resources Department specifications.

CCSD entered into a Master Lease Agreement with Ford Motor Company LLC on February 26, 2016, which is included as Attachment 01. To proceed with this specific truck lease purchase, the General Manager is required to complete an application, and after approval, execute the lease purchase agreement, which are included as Attachments 02 & 03, respectively. Staff recommends the Board authorize the lease purchase financing of the Facilities & Resources replacement truck and authorize the General Manager to apply and execute the lease purchase agreement.

Attachments: Resolution 25-2021
Attachment 01 – Ford Motor Credit LLC Master Lease Agreement
Attachment 02 – Lease Application
Attachment 03 – Sample Lease Purchase Agreement
Attachment 04 – Sample Amortization Schedule

RESOLUTION NO. 25-2021
JULY 8, 2021

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
CAMBRIA COMMUNITY SERVICES DISTRICT
AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE/PURCHASE AGREEMENT
AND AUTHORIZING AND DIRECTING CERTAIN ACTIONS IN CONNECTION
WITH THE ACQUISITION OF A TRUCK FOR THE FACILITIES & RESOURCES
DEPARTMENT

WHEREAS, the Cambria Community Services District (the "CCSD") is a community services district duly organized and existing under and pursuant to the laws of the State of California; and

WHEREAS, the CCSD desires to obtain financing in the approximate amount of \$40,000, plus \$545 in underwriting fees for the acquisition of a truck (the "Property"); and

WHEREAS, Ford Motor Credit Company (the "Lender") has proposed a cost effective four-year lease/purchase financing arrangement at an annual interest rate of 5.35%.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Cambria Community Services District as follows:

SECTION 1. Lease/Purchase Agreement. The General Manager is hereby authorized to enter into a Lease/Purchase Finance Agreement (the "Lease/Purchase Agreement") with the Lender to finance the purchase of the Property, subject to approval as to form by the CCSD's legal counsel.

SECTION 2. Attestations. The Board Secretary or other appropriate officer of the CCSD is hereby authorized and directed to attest the signature of the General Manager, and to affix and attest the seal of the CCSD, as may be required or appropriate in connection with the execution and delivery of the Lease/Purchase Agreement.

SECTION 3. Other Actions. The General Manager and other officers of the CCSD are each hereby authorized and directed, jointly and severally, to take any and all actions and to execute and deliver any and all documents, agreements and certificates which they may deem necessary or advisable in order to carry out, give effect to and comply with the terms of this Resolution and the Lease/Purchase Agreement. Such actions are hereby ratified, confirmed and approved.

SECTION 4. Qualified Tax-Exempt Obligations. The Lease/Purchase Agreement is hereby designated as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). The CCSD, together with all subordinate entities of the CCSD, do not reasonably expect to issue during the calendar year in which the Lease/Purchase Agreement is issued more than \$10,000,000 of obligation which could be designated as "qualified tax-exempt obligations" under Section 265(b) of the Code.

SECTION 5. Effect. This Resolution shall take effect immediately upon its passage.

PASSED, APPROVED AND ADOPTED this 8th day of July, 2021.

Cindy Steidel, President
Board of Directors

ATTEST:

APPROVED AS TO FORM:

Ossana Terterian
Board Secretary

Timothy J. Carmel
District Counsel



FORD CREDIT

**FORD MOTOR CREDIT COMPANY LLC
MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT**

Lease No. 9109301

Lessee: Cambria Community Services District
1316 Tamsen Dr
Cambria, CA 93428

Lessor: Ford Motor Credit Company LLC
1 American Road
Dearborn, MI 48126

The terms of this Master Equipment Lease Purchase Agreement (the "Master Agreement") are terms which will be incorporated into, and constitute a part of, one or more lease schedules executed from time to time by Lessor and Lessee (together with all attachments thereto, a "Schedule," or "Lease" or collectively, the "Schedules" or "Leases"), pursuant to which Lessee agrees to lease from Lessor, the equipment, including all additions, attachments, accessions, and substitutions thereto (the "Equipment"), described in each such Schedule. Each executed and delivered Schedule will constitute a separate, assignable obligation.

1. TERM AND TERMINATION. The lease term (the "Lease Term") for the Equipment listed in each Schedule will commence on the earlier of (i) the date on which the Equipment listed on the Schedule is accepted by Lessee by the execution of a Delivery and Acceptance Certificate as required under Section 3 below, or (ii) the date on which sufficient moneys to purchase such Equipment are deposited for that purpose with an escrow agent (the "Commencement Date"), and, unless earlier terminated as expressly provided for in Sections 6, 19 or 20 of this Master Agreement, will continue until the expiration date (the "Expiration Date") set forth in the applicable Schedule.

2. LEASE PAYMENTS. For the lease of the Equipment listed in each Schedule, Lessee shall pay to Lessor the lease payments and other charges (the "Lease Payments") set forth in the applicable Schedule. As set forth in the applicable Schedule, each Lease Payment includes a principal portion and an interest portion. The Lease Payments will be payable without notice or demand at the office of Lessor (or such other place as Lessor or its assignee may from time to time designate in writing) on the first Lease Payment Date and thereafter as set forth in the applicable Schedule. If any Lease Payment is received later than 10 days after the due date, Lessee will pay a late payment charge equal to 1.8% of the amount of the Lease Payment or the maximum amount permitted by law, whichever is less. Except as specifically provided in Section 6 hereof, the obligation of Lessee to make the Lease Payments hereunder and perform all of its other obligations hereunder will be absolute and unconditional in all events and will not be subject to any abatement, setoff, defense, counterclaim, or recoupment for any reason whatsoever including, without limitation, any failure of the Equipment to be delivered or installed, any defects, malfunctions, breakdowns or infirmities in the Equipment or any accident, condemnation or unforeseen circumstances. Lessee reasonably believes that sufficient funds can be obtained to make all Lease Payments during the applicable Lease Term and hereby covenants that the official of Lessee responsible for budget preparation will do all things lawfully within his or her power to obtain, maintain and properly request and pursue funds from which the Lease Payments may be made, including making provisions for Lease Payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using his or her best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. It is Lessee's intent to make Lease Payments for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the use of the Equipment is essential to its proper, efficient and economic operation. The foregoing provisions shall not be construed to require Lessee's governing body or other governmental body charged with budgeted or appropriating funds for Lessee to budget or appropriate funds to make Lease Payments. Lessor and Lessee understand and intend that the obligation of Lessee to pay Lease Payments hereunder and each Schedule hereto shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

3. CONDITIONS TO LESSOR'S PERFORMANCE UNDER SCHEDULES; DELIVERY AND ACCEPTANCE OF EQUIPMENT. (a) As a prerequisite to the performance by Lessor of any of its obligations pursuant to the execution and delivery of any Schedule, Lessee shall deliver to Lessor the following: (i) if requested by Lessor, a certification satisfactory to Lessor of the Clerk or Secretary or other comparable officer of Lessee as to due authorization and approval, incumbency of officers and such other matters as Lessor may require; (ii) if requested by Lessor, an opinion of counsel to Lessee respecting such Schedule in substantially the form attached hereto as **Exhibit A** and otherwise satisfactory to Lessor; (iii) all documents, including an application for certificate of title with lien notice, as applicable, and other financing statements, affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate at that time pursuant to Sections 8 and 15; (iv) board minutes in a form acceptable to Lessor; (v) a copy of the executed Internal Revenue Services ("IRS") form 8038-G or 8038-GC, as appropriate, as filed, or to be filed, with the IRS, (vi) satisfactory proof of property and liability insurance coverage and (vii) such other items, if any, as are set forth in such Schedule or are reasonably required by Lessor. This Master Agreement is not a commitment by Lessor to enter into any Schedule not currently in existence, and nothing in this Master Agreement shall be construed to impose any obligation upon Lessor to enter into any proposed Schedule, it being understood that whether Lessor enters into any proposed Schedule shall be a decision solely within Lessor's discretion, and no Lease will be binding or commence until accepted by Lessor. Without limiting the foregoing, Lessee will provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Schedule. Such documentation may include, without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

(b) Lessor will cause the Equipment to be delivered to Lessee at the location specified in the applicable Schedule ("Equipment Location"). Lessee will pay all transportation and other costs, if any, incurred in connection with the delivery and installation of the Equipment. Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor within three days of delivery of the Equipment.

4. WARRANTIES. (a) Assignment of Warranties. So long as no Event of Default has occurred and is continuing, Lessor assigns to Lessee during the Lease Term of the Equipment all manufacturer's warranties, if any, expressed or implied with respect to the

Equipment, and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's expense. Lessee will resolve any claims under such warranties directly with the appropriate manufacturer or supplier of the Equipment. Lessee's sole remedy for the breach of any warranty shall be against the party providing the warranty, and not against Lessor. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties of the manufacturer or supplier of the Equipment.

(b) **DISCLAIMER OF WARRANTIES.** LESSEE ACKNOWLEDGES AND AGREES THAT (1) THE EQUIPMENT IS OF A SIZE, DESIGN AND CAPACITY SELECTED BY LESSEE, (2) LESSOR IS NOT A MANUFACTURER, DISTRIBUTOR, VENDOR OR SUPPLIER OF THE EQUIPMENT, (3) LESSOR LEASES AND LESSEE TAKES THE EQUIPMENT AND EACH PART THEREOF "AS-IS" AND (4) LESSOR HAS NOT MADE, AND DOES NOT MAKE, ANY REPRESENTATION, WARRANTY, OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, DESIGN, OPERATION, FITNESS FOR USE, OR SUITABILITY OF THE EQUIPMENT IN ANY RESPECT WHATSOEVER OR IN CONNECTION WITH OR FOR THE PURPOSES AND USES OF LESSEE, OR AS TO THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE, OR AS TO THE ABSENCE OF ANY INFRINGEMENT OF ANY PATENT, TRADEMARK OR COPYRIGHT, OR AS TO ANY OBLIGATION BASED ON STRICT LIABILITY IN TORT OR ANY OTHER REPRESENTATION, WARRANTY, OR COVENANT OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT THERETO, IT BEING AGREED THAT ALL RISKS INCIDENT THERETO ARE TO BE BORNE BY LESSEE AND LESSOR SHALL NOT BE OBLIGATED OR LIABLE FOR ACTUAL, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES OF OR TO LESSEE OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE EQUIPMENT AND THE MAINTENANCE THEREOF.

5. RETURN OF EQUIPMENT. Unless Lessee shall have exercised its purchase option as provided in Section 20 hereof, upon the expiration or earlier termination of the Lease Term of the Equipment pursuant to the terms hereof, Lessee shall, at its sole expense but at Lessor's option, return the Equipment to Lessor in good working condition, packed for shipment in accordance with manufacturer's specifications and freight prepaid and insured to any location designated by Lessor.

6. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Master Agreement or any Schedule to the contrary, in the event no funds or insufficient funds are appropriated and budgeted and sufficient funds are not otherwise made available in any fiscal period for all Lease Payments under a Lease, Lessee will immediately notify Lessor in writing of such occurrence and provide documentation evidencing such non-appropriation satisfactory to Lessor, and the Lease Term for the Equipment under that Lease shall terminate on the last day of the fiscal period for which sufficient appropriations have been received or made without penalty or expense to Lessee, except as to Lessee's obligations and liabilities under any Lease relating to, or accruing or arising prior to, such termination. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment under that Lease to Lessor on the date of such termination in the manner set forth in Section 5 hereof and Lessor will have all legal and equitable rights and remedies to take possession of the Equipment.

7. REPRESENTATIONS AND WARRANTIES. Lessee represents and warrants as of the date hereof, and as of the date of each Schedule, that: (a) Lessee is a State or a fully constituted political subdivision of a State, and has a substantial amount of one or more of the following sovereign powers: (1) power to tax, (2) power of eminent domain, or (3) police power, and will do or cause to be done all things necessary to preserve and keep in full force and effect its existence; (b) Lessee is authorized under the constitution and laws of the State to enter into and agree to the terms of this Master Agreement and, as of the date of each Schedule, that Schedule and the transactions contemplated thereby and to perform all of its obligations thereunder; (c) the execution, delivery and performance by the Lessee of this Master Agreement, and each Schedule incorporating the terms of this Master Agreement has been duly authorized by proper action and approval of its governing body at a meeting duly called, regularly convened and attended throughout by a requisite majority of the members thereof or by other appropriate official approval, and will not result in contravention of any state, county, district, city or town statute, charter, ordinance, resolution, rule, regulation or other governmental provision or requirement, including, without limitation any applicable debt limitations; (d) each Schedule incorporating the terms of this Master Agreement constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally; (e) all required public bidding procedures, and the purchase of the Equipment covered by each Schedule have been followed by Lessee, and, as of the date of each Schedule, no governmental orders, permissions, consents, approvals or authorizations are required to be obtained and no registrations or declarations are required to be filed in connection with the execution and delivery of that Schedule; (f) Lessee has made sufficient appropriations or other funds available to pay all Lease Payments and other amounts due hereunder for the current fiscal period; (g) the use of the Equipment by Lessee is essential to and will be limited to the performance by Lessee of one or more governmental functions of Lessee consistent with the permissible scope of Lessee's authority; (h) no event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default hereunder or a default under any debt, revenue or purchase obligation which it has issued or to which it is a party exists, nor has it been in default under any such obligation at any time during the past five years; (i) no lease, rental agreement or contract for purchase to which Lessee has been a party at any time during the past five years has been terminated by Lessee as a result of insufficient funds being appropriated in any fiscal period; and (j) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best knowledge of Lessee is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Master Agreement or any Schedule incorporating the terms of this Master Agreement, or any other document, agreement or certificate that is used or contemplated for use in the consummation of the transactions contemplated by this Master Agreement or any Schedule.

8. TITLE TO EQUIPMENT; SECURITY INTEREST. Upon acceptance of the Equipment by Lessee, title to the Equipment will vest in Lessee subject to Lessor's rights under the Schedule and the terms of this Master Agreement; provided, however, that title will immediately vest in Lessor without any action by Lessee and Lessee shall immediately surrender possession of the Equipment to Lessor in accordance with Section 5 hereof, if Lessee terminates the Lease Term of the Equipment pursuant to Section 6, or upon the occurrence of an Event of Default, or if Lessee does not exercise the purchase option prior to the Expiration Date. It is the intent of the parties that any transfer of title to Lessor pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer. In order to secure all of its obligations under each Lease, Lessee hereby (a) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment covered by that Lease including but not limited to computer programs and computer

documentation, if any, relating to the Equipment and in all additions, attachments, accessions, and substitutions thereto whether now owned or hereafter acquired, and on any proceeds therefrom, (b) agrees that the applicable Lease may be filed as a financing statement evidencing such security interest, (c) agrees to execute and deliver all financing statements, certificates of title and other instruments in form satisfactory to Lessor necessary or appropriate to evidence such security interest, and (d) authorizes Lessor acting on behalf of Lessee to file any financing statements and to take any other action required to perfect and maintain Lessor's security interest in the Equipment.

9. USE; REPAIRS. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment. Lessee shall comply with all laws, ordinances, insurance policies and regulations relating to the possession, use, operation or maintenance of the Equipment. Lessee, at its expense, will keep the Equipment in good working order and repair and furnish all parts, mechanisms and devices required therefor.

10. ALTERATIONS. Lessee will not make any modifications, alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such modifications, alterations, additions or improvements may be readily removed without damage to the Equipment.

11. LOCATION; INSPECTION. The Equipment will not be removed from or, if the Equipment consists of rolling stock, its permanent base will not be changed from the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

12. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under any Schedule incorporating the terms of this Master Agreement. Lessee shall pay, when due, to the extent required by law, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges, or taxes when due, Lessor may, but need not, pay said charges or taxes and, in such event, Lessee shall reimburse Lessor therefor on demand, with interest at the maximum rate permitted by law from the date of such payment by Lessor to the date of reimbursement by Lessee.

13. RISK OF LOSS; DAMAGE; DESTRUCTION. Lessee assumes all risk of loss of or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under any Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair, with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, within 30 days of such determination, Lessee, at the option of Lessor, will either (a) replace the same with like equipment in good repair (with its own funds to the extent that sufficient insurance proceeds are not available for that purpose) and convey, to the extent permitted by law, a security interest in such replacement equipment to Lessor (at which time such equipment will become Equipment subject to the Lease), or (b) pay Lessor an amount equal to (1) the Concluding Payment for the immediately preceding Lease Payment Date as set forth in the applicable Schedule, (2) the accrued interest portion of the next Lease Payment through the date such amount is paid, and (3) all other amounts then due under any Schedule with respect to such Equipment. In the event that Lessee is obligated to make such payment pursuant to clause (b) above with respect to less than all of the Equipment under a Schedule, Lessor will provide Lessee with the pro rata amount of the Concluding Payment to be made by Lessee with respect to the Equipment which has suffered the event of loss. The pro rata amount will be calculated on the basis of the Cash Price shown on the Schedule for the particular item of Equipment that has been lost, stolen, destroyed or damaged and the aggregate Cash Price of all items of Equipment under the same Schedule. Upon receipt of the Concluding Payment, Lessee shall be entitled to whatever interest Lessor has in such Equipment, in its then condition and location, without warranties of any kind.

14. PERSONAL PROPERTY. The Equipment is and will remain personal property and will not be deemed to be affixed or attached to real estate or any building thereon. If requested by Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

15. INSURANCE. Lessee, will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers satisfactory to Lessor, or may self-insure against any or all such risks under a self-insurance program satisfactory to Lessor. In no event will the insurance limits be less than the amount of the then applicable Concluding Payment with respect to such Equipment, as shown on the applicable Schedule. Each insurance policy will name Lessee as an insured and Lessor as an additional insured, and will contain a clause requiring the insurer to give Lessor at least 30 days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies or self-insurance will be payable to Lessee and Lessor as their interests may appear. Upon acceptance of the Equipment, on or before each insurance renewal date, and otherwise at Lessor's request, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto and shall permit Lessor to participate and cooperate with Lessee in making any claim for insurance in respect thereof. Should Lessee fail to obtain such insurance or to provide evidence thereof to Lessor, Lessor may, but shall not be obligated to, obtain such insurance on Lessee's behalf and charge Lessee for all costs and expenses associated therewith. Without limiting the generality of the foregoing, Lessee specifically acknowledges and agrees that if Lessor obtains such insurance on Lessee's behalf, Lessee will be required to pay a monthly insurance charge. The insurance charge will include reimbursement for premiums advanced to the insurer, finance charges (which will typically be at a rate higher than the rate used to determine the Lease Payment amount payable by Lessee), billing and tracking fees, administrative expenses and other related fees.

16. INDEMNIFICATION. Since Lessor's sole responsibility in connection with this transaction is to provide an amount equal to the principal portion of the Lease Payments to pay costs of the acquisition and lease of the Equipment, the parties intend that Lessor incur no liability, cost or expense with respect to Lessee's possession, use, condition, storage, operation or return of the Equipment, or the loss of federal tax exemption of the interest on any Lease. Accordingly, Lessee agrees, to the extent permitted by law, to indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, penalties, interest, damages or liabilities, including attorney's fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery,

installation, ownership, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon. The indemnification provided under this Section shall survive the full payment of all obligations under all Schedules or the termination of the Lease Term for a Schedule for any reason.

17. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (a) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of any Schedule, or the Equipment or any interest in this Master Agreement, any Schedule or the Equipment or (b) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may, without the Lessee's consent, assign all or any portion or portions of its rights, title and interest in and to this Master Agreement, any Schedule, the Equipment or any documents executed with respect to this Master Agreement or any Schedule, and/or grant or assign a security interest in this Master Agreement, any Schedule and the Equipment, in whole or in part, and Lessee's rights will be subordinated thereto. Lessee consents and specifically authorizes Lessor to forward any documentation and information that Lessor now has or may hereafter acquire in connection with any transaction between Lessor and Lessee, to any potential investor, rating agency and any other party involved in the sale, transfer, assignment, securitization or participation transaction involving this Master Agreement, any Schedule or the Equipment or any interest in this Master Agreement, any Schedule or the Equipment. Lessor's assignees shall have all of the rights of Lessor under any Lease with respect to the rights and interest assigned. Any such assignment to an assignee may provide that Lessor or the assignee shall act as a collection and paying agent for any assignee, or may provide that a third-party trustee or agent shall act as collection and paying agent for any assignee. Subject to the foregoing, the rights and obligations under any Lease inure to the benefit of and are binding upon the successors and assigns of the parties hereto. Lessee covenants and agrees not to assert against the assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. Upon any assignment by Lessor, unless Lessor provides Lessee written notice to the contrary, all Lease Payments shall continue to be directed to Ford Motor Credit Company LLC ("Ford Credit"), who agrees to accept such payments for the benefit of the assignee. Lessee hereby appoints Ford Credit, or its designee, to act as its registration agent, and Ford Credit shall maintain, or cause to be maintained, a book-entry record identifying the name, address and taxpayer identification number of the owner of payments due under each Schedule, and to keep or cause to be kept a complete and accurate record of all assignments, in form necessary to comply with Section 149(a) of the Internal Revenue Code of 1986, as amended (the "Code"). Lessee agrees to acknowledge in writing, any assignment(s) if so requested, and to make payments directly to the new owner (assignee) if and when so directed.

18. EVENT OF DEFAULT; WAIVERS. Any of the following events shall constitute an "Event of Default" under any Lease: (a) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of that Lease, and any such failure continues for 10 days after the due date thereof; (b) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it under that Lease, other than as referred to in clause (a) above; (c) the discovery by Lessor that any statement, representation, or warranty made by Lessee in that Lease or in any writing ever delivered by Lessee pursuant thereto or in connection herewith was false, misleading, or erroneous in any material respect; (d) any provision of that Lease shall at any time for any reason cease to be valid and binding on Lessee, or shall be declared to be null and void, or the validity or enforceability thereof shall be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee shall deny that it has any further liability or obligation under that Lease; (e) Lessee becomes insolvent, or is unable to pay its debts as they become due, or makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of any of its assets, or a petition for relief is filed by Lessee under any bankruptcy, insolvency, reorganization or similar laws, or a petition in, or a proceeding under, any bankruptcy, insolvency, reorganization or similar laws is filed or instituted against Lessee; (f) Lessee fails to make any payment when due or fails to perform or observe any covenant, condition, or agreement to be performed by it under any other agreement or obligation with Lessor or an affiliate of Lessor and any applicable grace period or notice with respect thereto shall have elapsed or been given; or (g) an attachment, levy or execution is threatened or levied upon or against the Equipment under that Lease. **The waiver by Lessor of any breach by Lessee of any term, covenant or condition of a Lease shall not operate as a waiver of any subsequent breach thereof or of any other Lease.**

19. REMEDIES. Upon the occurrence of an Event of Default under any Lease, and as long as such Event of Default under any Lease is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (a) by written notice to Lessee, declare an amount equal to all amounts then due under that Lease or all Leases, and all remaining Lease Payments due under that Lease or all Leases during the fiscal year of Lessee in which the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (b) Lessor may enter the premises where the Equipment is located and retake possession of the Equipment or require Lessee, at Lessee's expense, to promptly return any or all of the Equipment to the possession of Lessor at a place specified by Lessor, and sell or lease the Equipment or, for the account of Lessee, sublease the Equipment, holding Lessee liable for the difference between (i) the Lease Payments and other amounts payable by Lessee hereunder plus the then applicable Concluding Payment, and (ii) the net proceeds of any such sale, lease or sublease (after deducting all expenses of Lessor in exercising its remedies under the Lease, including without limitation, all expenses of taking possession, storing, reconditioning and selling or leasing the Equipment and all brokerage, auctioneers' and attorneys' fees); provided that the amount of Lessee's liability under this paragraph shall not exceed the Lease Payments and other amounts otherwise due hereunder, plus the remaining Lease Payments and other amounts payable by Lessee hereunder to the end of the then current fiscal year of Lessee; (c) terminate unfunded commitments under any escrow agreement; and (d) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state where the Equipment is then located or any other applicable law or proceed by appropriate court action to enforce the terms of such Lease(s) or to recover damages for the breach of such Lease(s) or to rescind that Lease as to any or all of the Equipment under such Lease(s). In addition, Lessee will remain liable for all covenants and indemnities under the terms of this Master Agreement and any Schedule and, to the extent permitted by law, for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor. Lessor may be a purchaser at any sale of the Equipment pursuant to this Section 19. The proceeds of any sale, lease or sublease of the Equipment pursuant to this Section shall be applied as described in clause (b) above, with the balance, if any, being paid to Lessee.

20. PURCHASE OPTION. On the last day of the Lease Term, as well as at any time upon at least 30 days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, Lessee will have the right to purchase all (but not less than all) of Lessor's interest in the Equipment under any Schedule, at a purchase price equal to the sum of (a) the Concluding Payment for the immediately preceding Lease Payment Date, as set forth in the applicable Schedule, (b) the accrued interest portion of the next Lease Payment through the date the purchase price is paid, and (c) any other amounts then due under the Lease with respect to such Equipment (including the Lease Payment otherwise due, if the purchase date occurs on a Lease Payment Date). Upon satisfaction by Lessee of such

purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied.

21. TAX COVENANTS; INDEMNITY. (a) Tax Assumptions and Covenants. The parties assume that, and Lessor is entering into this Master Agreement and each Schedule with the expectation that, Lessor can exclude from Federal gross income the interest portion of each Lease Payment set forth in each Schedule under the column captioned "Interest Portion." Lessee covenants that (a) Lessee will execute and file, or cause to be filed, with the Internal Revenue Service, the appropriate Form 8038-G or 8038-GC for each Schedule; (b) Lessee shall be the only entity or person (other than its employees within the scope of their employment) to own, use, manage or operate the Equipment during the Lease Term; (c) Lessee will not take any action which results, directly or indirectly, in any Lease being a "private activity bond" within the meaning of Section 141(a) of the Code; (d) Lessee will not take any action which results, directly or indirectly, in the interest portion of any Lease Payment not being excludable from Federal gross income pursuant to section 103 of the Code and will take any reasonable action necessary to prevent such result; and (e) not take any action which results in any Lease becoming, and will take any reasonable action to prevent any Lease from becoming an arbitrage obligation within the meaning of section 148 of the Code or federally guaranteed within the meaning of section 149 of the Code. In the event that a question arises as to Lessee's qualification as a political subdivision, Lessee agrees to cooperate with Lessor to make application to the Internal Revenue Service for a letter ruling with respect to the issue.

(b) Tax Indemnity. In the event that Lessor either (a) receives notice from the Internal Revenue Service, or (b) reasonably determines, based on an opinion of independent tax counsel selected by Lessor and not reasonably objected to by Lessee within 10 days after notice from Lessor of the selection, that the interest portion of any of the Lease Payments set forth in a Schedule is includable in Lessor's gross income for Federal income tax purposes, then Lessee will pay Lessor within 30 days after receiving notice from Lessor of such determination, the amount which, with respect to such Lease Payments previously paid, will restore the after-tax yield (after taking into account all taxes, interest and penalties) on the transactions evidenced by that Schedule to that which would have been had such interest portion not been includable in Lessor's gross income for Federal income tax purposes, and pay as an additional Lease Payment on succeeding Lease Payment due dates such amount as will maintain such after-tax yield. Notwithstanding the earlier termination or expiration of the Lease Term of the Equipment, the obligations provided for in this Section 21 shall survive such earlier termination or expiration.

22. MISCELLANEOUS. (a) Notices. All notices to be given under this Master Agreement or any Schedule shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to mailing.

(b) Section Headings. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Master Agreement or any Lease.

(c) Governing Law. This Master Agreement and any Schedule incorporating the terms of this Master Agreement, shall be construed in accordance with, and governed by, the laws of the state in which Lessee is located.

(d) Delivery of Related Documents. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by a Lease.

(e) Entire Agreement; Severability. This Master Agreement, any Schedule incorporating the terms of this Master Agreement, and the other documents or instruments executed by Lessee and Lessor in connection herewith, including, without limitation, the Delivery and Acceptance Certificates referred to in Section 3, constitutes the entire agreement between the parties with respect to the lease of the Equipment, and neither this Master Agreement nor any Schedule shall be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of this Master Agreement or any Schedule found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Master Agreement or the applicable Schedule. Notwithstanding the foregoing, Lessee authorizes Lessor to insert or correct missing information in this Master Agreement and on each Schedule and related documents, including Lessee's legal name, Equipment identifying information (e.g. VIN), Equipment location, and any other information describing the Equipment.

(f) Interest Rate Limitations. It is the intention of the parties hereto to comply with any applicable usury and other interest rate limitation laws; accordingly, notwithstanding any provisions to the contrary in this Master Agreement or any Schedule, in no event shall this Master Agreement or any Schedule require the payment or permit the collection of interest or any amount in the nature of interest or fees in excess of the maximum permitted by applicable law.


(g) Financial Statements. Lessee shall annually provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing budget year and other financial information relating to the ability of Lessee to continue this Master Agreement and each Schedule incorporating the terms of this Master Agreement, as may be requested by Lessor.

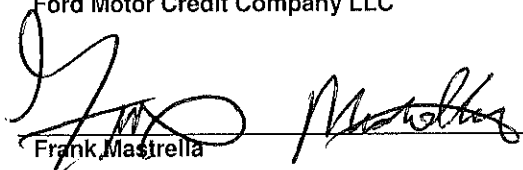
(h) Counterparts; Chattel Paper; Electronic Transaction. This Master Agreement or any Schedule may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument and either of the parties hereto may execute this Master Agreement or any Schedule by signing any counterpart, except that, to the extent that any Schedule constitutes chattel paper, no security interest therein may be perfected through possession except by possession of Counterpart No. 1 of a Schedule, with respect to that Schedule. The parties agree that any Lease and related documents may be stored by electronic means.

IN WITNESS WHEREOF, the parties have executed this Master Agreement as of 02/26/2016.

Lessee: Cambria Community Services District

Lessor: Ford Motor Credit Company LLC

By: 
Jerry Gruber
Title: General Manager

By: 
Frank Mastrella
Title: Operations Manager, Municipal Finance

SCHEDULE 9109301 - MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT

AMENDMENT

That certain Master Equipment Lease-Purchase Agreement, by and between Ford Motor Credit Company ("Lessor") and Cambria Community Services District ("Lessee"), dated as of 02/26/2016 (the "Lease") is hereby amended as follows:

Bank Qualified Tax-Exempt Obligation

(Check box for Bank Qualified designation)

Lessee hereby designates this Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. Lessee reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Lessee) during the calendar year in which the commencement date of this Schedule falls, in an amount not exceeding \$10,000,000.00.

Non-Bank Qualified Tax-Exempt Obligation

(Check box for Non-Bank Qualified designation)

Lessee reasonably anticipates issuing more than \$10,000,000.00 in tax-exempt obligations in the calendar year of the Commencement Date as defined in the Property Schedule.


Except as amended hereby, the Lease shall otherwise remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the 26th day of February, 2016.

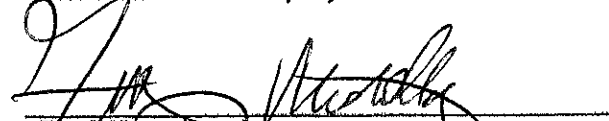
Lessee: Cambria Community Services District

Lessor: Ford Motor Credit Company LLC

By:


 Jerry Gruber
 General Manager

By:


 Frank Mastrella
 Operations Manager, Municipal Finance



MUNICIPAL FINANCE EQUIPMENT LEASE-PURCHASE APPLICATION

Schedule # 9109303

1. Legal Name of Municipality (“Lessee”)	
2. 9 Digit Federal ID Number	
3. Street Address	
4. City, State, Zip Code	
5. County	
6. What is the name of the department using the vehicle(s)/equipment and for what purpose?	
7. How many units currently perform this function?	
8. Does this equipment replace previous equipment?	<input type="checkbox"/> Yes → When was the previous equipment purchased? <input type="checkbox"/> No → What is the reason for the new equipment?
9. Will the payments come from the General Fund?	<input type="checkbox"/> Yes <input type="checkbox"/> No → Please indicate the name of the Fund
10. Accounts Payable Contact Information	Name:
	Telephone:
	Email:
Billing address if different from above	
11. Attorney Contact Information	Name:
	Telephone:
	Email:
<u>DOCUMENTATION</u>	
Please submit the following documents with this application:	
12. A copy of the Board Resolution or Meeting Minutes showing proof of appropriation;	
13. The most recent audited financial statements;	
14. Budget appropriation for the current year highlighting the line item from which the first payment will be made;	
15. A copy of your Tax-Exempt Certificate, if applicable; and,	
16. A copy of your insurance binder if requested financing is over \$250,000.	
<u>CERTIFICATION</u>	
I, the undersigned, certify that:	
1. Lessee has appropriated funds for the first payment.	
2. Lessee has followed all required purchasing procedures regarding the award of the proposed contract.	
3. Lessee has the requisite authority to execute, deliver and perform its obligations under the proposed contract.	
4. The execution, delivery and performance by Lessee of the proposed contract have been duly authorized by all necessary actions on its behalf.	
THE SIGNATURE LINE BELOW IS TO BE SIGNED BY A PERSON DULY AUTHORIZED BY THE GOVERNING BODY TO EXECUTE THE PROPOSED CONTACT ON BEHALF OF THE LESSEE	
Print Name AND Title of authorized Official to sign contract	Wet-Ink Signature of Authorized Official

SCHEDULE NO. «LeaseNo» - MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT

Master Agreement No. «LeaseNo» dated as of «MasterLseDt»

This Equipment Schedule dated as of «ContrMon»/«ContrDay»/«ContrYr», is being executed by Ford Motor Credit Company LLC ("Lessor"), and «Municipality» ("Lessee"). The terms and provisions of the Master Agreement between Lessor and Lessee referenced above (other than to the extent that they relate solely to other Schedules or Equipment under other Schedules) are hereby incorporated by reference and made a part hereof. All terms used herein have the meanings ascribed to them in the Master Agreement.

Lessor hereby leases to Lessee pursuant to this Schedule, and Lessee hereby accepts and leases from Lessor, subject to and upon the terms and conditions set forth herein (including any attachments hereto), the following items of Equipment:

QUANTITY	DESCRIPTION (MANUFACTURER, MODEL AND SERIAL NO.)	CASH PRICE	SUPPLIER NAME
«TotalNoAs sets»	«EquipDesc1», «SerialNo1», «Qty2» «EquipDesc2», «SerialNo2», «EquipDesc3», «SerialNo3», «EquipDesc4», «SerialNo4», «EquipDesc5», «SerialNo5», «EquipDesc6», «SerialNo6», «EquipDesc7», «SerialNo7», «EquipDesc8», «SerialNo8», «EquipDesc9», «SerialNo9»	«EqCost»	«DirName»
EQUIPMENT LOCATION: «LesAddr1», «LesAddr2», «LesCity», «LesState», «LesZip»			
COMMENCEMENT DATE (the date on which the Equipment is accepted by Lessee by the execution of a Delivery and Acceptance Certificate): «ContrMon»/«ContrDay»/«ContrYr»		INITIAL TERM: «Term» months	
		LEASE PAYMENTS: Consecutive «PymtTiming» Payments of \$«Pymt» each (including interest), due under this Schedule. See Attachment I hereto.	

Representations, Warranties and Covenants. Lessee hereby represents warrants and covenants as follows:

- a) The representations, warranties and covenants of Lessee set forth in the Master Agreement are true and correct on the Commencement Date for this Schedule as though made on that Date.
- b) The execution, delivery and performance by Lessee of this Schedule has been duly authorized by proper action and approval of its governing body at a meeting duly called, regularly convened and attended throughout by a requisite majority of the members thereof or by other appropriate official approval.

EXECUTED as of the date first herein set forth.

Lessee: **«Municipality»**Lessor: **Ford Motor Credit Company LLC**By: _____
«LesFirstName» «LesLastName»
Title: «LesTitle»By: _____
Title: **Operations Manager, Municipal Finance**

Counterpart No. 1 of 1 manually executed and serially numbered counterparts. To the extent this Schedule constitutes chattel paper; no security interest herein may be perfected through the possession of any counterpart other than Counterpart No. 1.

SAMPLE



Ford Motor Credit Company LLC
 1 American Road, MD 7500
 Dearborn, MI 48126

DELIVERY AND ACCEPTANCE CERTIFICATE

Master Lease Date	Master Lease No.	Date of Schedule «CMSLeaseNo»	Delivery Number
«MasterLseDt»	«LeaseNo»	«ContrMon»/«ContrDay»/«ContrYr»	1

In accordance with Section 3 of the Master Equipment Lease-Purchase Agreement (the "Master Agreement") executed by Lessee and Lessor, the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

(1) All of the Equipment (as such term is defined in the Master Agreement) described below has been delivered, installed and accepted on the date hereof.

EQUIPMENT INFORMATION

Quantity	Description (Manufacturer, Model, Serial Number)	Supplier Name
«TotalNoAssets»	«EquipDesc1», «SerialNo1», «Qty2» «EquipDesc2», «SerialNo2», «EquipDesc3», «SerialNo3», «EquipDesc4», «SerialNo4», «EquipDesc5», «SerialNo5», «EquipDesc6», «SerialNo6», «EquipDesc7», «SerialNo7», «EquipDesc8», «SerialNo8», «EquipDesc9», «SerialNo9»	«DirName»

(2) Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.

(3) Lessee is currently maintaining the insurance coverage required by Section 15 of the Master Agreement.

(4) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default under any Lease (as those terms are defined in the Master Agreement) exists at the date hereof.

(5) We acknowledge that Lessor is neither the vendor (supplier) nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment. Nothing in this acknowledgement affects any rights Lessee may have against a manufacturer or supplier of the Equipment.

(6) The serial number for each item of Equipment that is set forth on the Equipment Description contained in the Schedule is correct.

LESSEE: «Municipality»

BY: _____

(Title)

DATE ACCEPTED: _____
(the "Commencement Date")

INSURANCE FACT SHEET

Lessee Name: «Municipality»

Lessee Schedule No.: «LeaseNo»

Address: «LesAddr1», «LesAddr2», «LesCity», «LesState» «LesZip»

Telephone No.: «LesContactPh»

Equipment: «Qty1» «Desc1», «Qty2» «Desc2», «Qty3» «Desc3», «Qty4» «Desc4», «Qty5» «Desc5», «Qty6» «Desc6», «Qty7» «Desc7», «Qty8» «Desc8», «Qty9» «Desc9», «Qty10»

Complete at least one of the following steps:

Step 1. Provide an insurance binder with the following required coverage.

- Certificate of Insurance or Declaration Page shown in the name of the Lessee listed above
- Liability and Physical Damage on all vehicles and equipment, Liability and Property Damage on all other Equipment
- Ford Motor Credit Company LLC named as Loss Payee and Additional Insured.
- Minimum of \$1,000,000 public liability coverage or the State maximum (if lower) is required.
- Year, Make, Model and VIN#

Step 2. If no binder is provided, complete the following insurance company information and sign form.

Insurance Company: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Telephone: _____ Agent Name: _____

Policy No.: _____ Expiration Date: _____

Liability: \$_____ Property Damage: \$_____ Physical Damage: \$_____

Step 3. If you are self-insured for any coverage, please provide the following information and sign.

Name of insurance pool/fund: _____

Self-insured Liability \$ _____ Self-Insured Property: \$ _____

Self-Insured Physical: \$ _____ Expiration Date: _____

Sign to acknowledge the provided insurance information is correct:

Signature:

«LesFirstName» «LesLastName», «LesTitle»

SAMPLE

20

Finance Structure



Finance Structure 1

Opportunity



9109303\Cambria Community Services District

Customer



Cambria Community Services District

	Period	Date	Lease	Fee	Payment	Residual	Interest	Principal	Balance
Lease		6/8/2021	\$40,000.00				\$0.00	\$0.00	\$40,000.00
Fee		6/8/2021		\$545.00			\$0.00	\$0.00	\$40,545.00
1		6/8/2021			\$935.99		\$0.00	\$935.99	\$39,609.01
2	1	7/8/2021			\$935.99		\$176.59	\$759.40	\$38,849.61
3	2	8/8/2021			\$935.99		\$173.20	\$762.79	\$38,086.82
4	3	9/8/2021			\$935.99		\$169.80	\$766.19	\$37,320.63
5	4	10/8/2021			\$935.99		\$166.39	\$769.60	\$36,551.03
6	5	11/8/2021			\$935.99		\$162.96	\$773.03	\$35,778.00
7	6	12/8/2021			\$935.99		\$159.51	\$776.48	\$35,001.52
2021 Totals			\$40,000.00	\$545.00	\$6,551.93	\$0.00	\$1,008.45	\$5,543.48	\$35,001.52
8	7	1/8/2022			\$935.99		\$156.05	\$779.94	\$34,221.58
9	8	2/8/2022			\$935.99		\$152.57	\$783.42	\$33,438.16
10	9	3/8/2022			\$935.99		\$149.08	\$786.91	\$32,651.25
11	10	4/8/2022			\$935.99		\$145.57	\$790.42	\$31,860.83
12	11	5/8/2022			\$935.99		\$142.05	\$793.94	\$31,066.89
13	12	6/8/2022			\$935.99		\$138.51	\$797.48	\$30,269.41
14	13	7/8/2022			\$935.99		\$134.95	\$801.04	\$29,468.37
15	14	8/8/2022			\$935.99		\$131.38	\$804.61	\$28,663.76
16	15	9/8/2022			\$935.99		\$127.79	\$808.20	\$27,855.56
17	16	10/8/2022			\$935.99		\$124.19	\$811.80	\$27,043.76
18	17	11/8/2022			\$935.99		\$120.57	\$815.42	\$26,228.34
19	18	12/8/2022			\$935.99		\$116.93	\$819.06	\$25,409.28
2022 Totals			\$0.00	\$0.00	\$11,231.88	\$0.00	\$1,639.64	\$9,592.24	\$25,409.28
20	19	1/8/2023			\$935.99		\$113.28	\$822.71	\$24,586.57
21	20	2/8/2023			\$935.99		\$109.62	\$826.37	\$23,760.20
22	21	3/8/2023			\$935.99		\$105.93	\$830.06	\$22,930.14
23	22	4/8/2023			\$935.99		\$102.23	\$833.76	\$22,096.38
24	23	5/8/2023			\$935.99		\$98.51	\$837.48	\$21,258.90
25	24	6/8/2023			\$935.99		\$94.78	\$841.21	\$20,417.69
26	25	7/8/2023			\$935.99		\$91.03	\$844.96	\$19,572.73
27	26	8/8/2023			\$935.99		\$87.26	\$848.73	\$18,724.00
28	27	9/8/2023			\$935.99		\$83.48	\$852.51	\$17,871.49
29	28	10/8/2023			\$935.99		\$79.68	\$856.31	\$17,015.18
30	29	11/8/2023			\$935.99		\$75.86	\$860.13	\$16,155.05
31	30	12/8/2023			\$935.99		\$72.02	\$863.97	\$15,291.08
2023 Totals			\$0.00	\$0.00	\$11,231.88	\$0.00	\$1,113.68	\$10,118.20	\$15,291.08
32	31	1/8/2024			\$935.99		\$68.17	\$867.82	\$14,423.26
33	32	2/8/2024			\$935.99		\$64.30	\$871.69	\$13,551.57
34	33	3/8/2024			\$935.99		\$60.42	\$875.57	\$12,676.00
35	34	4/8/2024			\$935.99		\$56.51	\$879.48	\$11,796.52
36	35	5/8/2024			\$935.99		\$52.59	\$883.40	\$10,913.12
37	36	6/8/2024			\$935.99		\$48.65	\$887.34	\$10,025.78
38	37	7/8/2024			\$935.99		\$44.70	\$891.29	\$9,134.49
39	38	8/8/2024			\$935.99		\$40.72	\$895.27	\$8,239.22
40	39	9/8/2024			\$935.99		\$36.73	\$899.26	\$7,339.96
41	40	10/8/2024			\$935.99		\$32.72	\$903.27	\$6,436.69
42	41	11/8/2024			\$935.99		\$28.70	\$907.29	\$5,529.40
43	42	12/8/2024			\$935.99		\$24.65	\$911.34	\$4,618.06
2024 Totals			\$0.00	\$0.00	\$11,231.88	\$0.00	\$558.86	\$10,673.02	\$4,618.06
44	43	1/8/2025			\$935.99		\$20.59	\$915.40	\$3,702.66

21	Period	Date	Lease	Fee	Payment	Residual	Interest	Principal	Balance
	45	44	2/8/2025		\$935.99		\$16.51	\$919.48	\$2,783.18
	46	45	3/8/2025		\$935.99		\$12.41	\$923.58	\$1,859.60
	47	46	4/8/2025		\$935.99		\$8.29	\$927.70	\$931.90
	48	47	5/8/2025		\$935.99		\$4.09	\$931.90	\$0.00
	2025 Totals		\$0.00	\$0.00	\$4,679.95	\$0.00	\$61.89	\$4,618.06	\$0.00
	Grand Totals		\$40,000.00	\$545.00	\$44,927.52	\$0.00	\$4,382.52	\$40,545.00	\$0.00

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **6.A.**

FROM: John F. Weigold, IV, General Manager

Meeting Date: July 8, 2021Subject: Discussion and Consideration of Draft
Policy on Encampments on District
Property

RECOMMENDATIONS:

The Policy Committee recommends the Board of Directors review the draft policy on encampments located on District property and discuss and consider adoption of the same.

FISCAL IMPACT:

There are no fiscal impacts associated with adoption of this policy. However, to comply with Section 2225.3.2 of this policy, the General Fund Department of Facilities & Resources will burden the costs to remove these encampments. The FY 2020/21 adopted budget for this activity is \$39,409, which includes encampment cleanup efforts, cover for storage trailer and purchase of an additional trailer for personal property storage. The encampment cleanup efforts during FY 2020/21 incurred significant costs, greater than expected both in outside services and staff time. This increase in costs resulted in a significant budget adjustment of \$37,400, approved by the Board on May 20, 2021.

DISCUSSION:

The Policy Committee met on December 28, 2020 and February 18, 2021 to review and discuss the attached draft policy on encampments on District property. The Committee approved forwarding the draft policy to the Board of Directors for consideration and recommends that the policy be adopted. Currently, there is no active policy on encampments on District-owned property. The draft policy is attached for the Board's discussion and consideration.

Attachment:

Policy 2225 – Encampments on District Property

POLICY 2225 -- Encampments on District Property

2225.1 Purpose

This policy is being created in an effort to protect the overall public health and safety of the Cambria community at large, as well as restricting activities that could negatively impact environmentally sensitive habitat.

2225.2 Background

The CCSO owns property, including the Fiscalini Ranch Preserve and parcels accepted from the Land Conservancy of SLO, dedicated to open space and subject to conservation easements that specifically prohibit camping activities.

2225.3 Policy

2225.3.1 Camping is not permitted on District property unless expressly authorized by the Board of Directors.

2225.3.2 Unauthorized encampments on District property pose significant hazards to public health and safety and create nuisance conditions affecting the surrounding neighborhoods. Thus, after providing proper notice and appropriately storing personal property and belongings, all unauthorized encampments shall be removed from District property promptly, and encampment sites shall be restored to their original condition. Continued monitoring and enforcement actions will be necessary to guarantee that encampments are not reestablished on these corrected sites, a matter of particular concern for the District.

2225.3.3 Since the CCSO provides limited services to the Cambria community and lacks many of the resources necessary to address the core problems surrounding homelessness that are fostering the creation of these unauthorized encampments, the District shall coordinate collaborative efforts and enforcement partnerships with the appropriate County agencies, as well as conservation stakeholders and independent local non-profits.

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **6.B.**

FROM: John F. Weigold IV, General Manager

Meeting Date: July 8, 2021

Subject: Discussion and Consideration to Vote
For a Candidate to Serve on the
California Special District Association
(CSDA) Board of Directors, Coastal
Network Seat A**RECOMMENDATIONS:**

Staff recommends that the Board of Directors discuss and consider selecting a candidate for election to the CSDA Board of Directors, Coastal Network Seat A, and direct the Board Secretary to cast a vote as directed.

FISCAL IMPACT:

There is no cost to the Cambria Community Services District for this action.

DISCUSSION:

The Cambria Community Services District is a member of the California Special District Association ("CSDA"). CSDA is governed by an 18-member Board of Directors elected by mail ballots. The Board consists of three directors from each of the six networks throughout California, and the CCSD is part of the Coastal Network. The CSDA Board meets bi-monthly in Sacramento to guide the Association's legislative and member benefit programs. Each of the six networks has three seats on the CSDA Board with staggered 3-year terms. Candidates for a CSDA Board Network seat must be affiliated with an independent special district that is a CSDA Regular Member in good standing and located within the geographic network that they seek to represent. The CSDA Board is the governing body responsible for all policy decisions related to CSDA's member services, legislative advocacy, education and resources. The CSDA Board is crucial to the operation of the CSDA and to the representation of the common interests of all of California's special districts before the Legislature and the State Administration. Service on the CSDA Board requires one's interest in the issues confronting special districts statewide.

It is recommended that the Board of Directors discuss and consider whether to vote for one of the two candidates for election to Coastal Network Seat A. A Candidate Information Sheet and a Candidate Statement are attached for each candidate.

If the Board decides to vote for a Candidate for Coastal Network Seat A, the Board Secretary will be directed to use a web-based online voting system allowing the District to cast its vote easily and securely. The deadline to complete the voting through the system is July 16, 2021, at 5:00 p.m.

All selected CSDA Board Members will be introduced at the CSDA Annual Conference and Exhibitor Showcase in Monterey in August 2021.

Attachments: CSDA 2021 Board of Directors Elections Email
Elaine L. Magner Candidate Statement & Candidate Information Sheet
Hugh Rafferty Candidate Statement & Candidate Information Sheet

From: vote@simplyvoting.com on behalf of [CSDA](#)
To: [Haley Dodson](#)
Subject: CSDA 2021 Board of Directors Elections
Date: Friday, May 28, 2021 7:03:39 AM

Dear CSDA Member:

A link to an electronic CSDA Board of Directors election ballot is below for your district's use in voting to elect a representative to the CSDA Board of Directors in your Network for Seat A.

To vote, please visit: [REDACTED]

Then enter:

Elector ID - [REDACTED]

Password - [REDACTED]

Or follow this link to access the ballot directly: [REDACTED]

Each of CSDA's six (6) networks has three seats on the Board and the candidates are either a board member or management-level employee of a member district located in your Network. Each Regular Member (district) in good standing shall be entitled to vote for one (1) person to represent its Network in Seat A.

Once logged in, you will see the candidates for CSDA Board Seat A in your Network as well as candidate information for each person who submitted the optional background information. Please vote for **only one** candidate to represent your Network in Seat A and be sure to fully complete all required fields and submit your vote. Unfortunately, if any part of the ballot is not complete, the ballot will not be valid and will not be counted.

The deadline to complete your voting through the system is July 16, 2020 at 5:00 pm.

If you have any questions or would like to request the ability to vote by hard-copy mail, please contact Amber Phelen at 916.442.7887 or amberp@csda.net

Thank you!

[Unsubscribe](#)



**California Special
Districts Association**

Districts Stronger Together

2021 CSDA BOARD CANDIDATE INFORMATION SHEET

The following information **MUST** accompany your nomination form and Resolution/minute order:

Name: Elaine Magner

District/Company: Pleasant Valley Recreation and Park District

Title: Board Director

Elected/Appointed/Staff: Elected

Length of Service with District: Since February 2008

1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):

I currently serve on the CSDA Board of Directors as the Vice President. As the CSDA Vice President I serve on all CSDA committees. In the past I have been on the Fiscal, Audit, Elections and Bylaws, Membership and Professional Development and provide input to many of the CSDA Expert Feedback Teams including Human Resources and Personnel, Governance and Revenue Teams. Also I am one of the three CSDA board directors on the Special Districts Leadership Foundation (SDLF) and the CSDA representative on the SDLF Scholarship Committee.

I attend CSDA Legislative Days and Exhibitors Showcase annually.

2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):

No

3. List local government involvement (such as LAFCo, Association of Governments, etc.):

Serve as the Pleasant Valley Recreation and Park District representative to the Ventura County Special Districts Association. Am one of the PVRPD Board members on the City of Camarillo/PVRPD Liaison Committee focusing on senior needs including facilities.

4. List civic organization involvement:

Member of the Camarillo Health Care District Early Morning Executive Panel – pre-COVID.



Fellow Coastal Network Members,

Having represented the Coastal Network as a CSDA Board member since 2016, I'm requesting your support for re-election.

I'm currently CSDA Board Vice President, having also served as Secretary and Treasurer. I've chaired the Fiscal and Membership committees, now serving as the ex-officio on all CSDA committees. I'm a representative to the Special Districts Leadership Foundation and their Scholarship Committee. I've completed the SDLF Leadership Academy, and regularly attend the annual Legislative Days, Annual Conference and Exhibitor Showcases.

As a Director for the Pleasant Valley Recreation and Park District Board since 2008, I've served as Board Chair, on the Personnel and Liaison Committees, and as PVRPD's representative to the Ventura County Special Districts Association and CSDA. I have been honored by VCSDA as Director of the Year.

My career in Public Service for 31 years was in law enforcement Human Resources. Following my retirement, I worked as a contract investigator for the Department of Justice.

My experience on the PVRPD Board and my work as a public servant has provided me with a solid foundation of experience, enabling me to represent your District's interests on the CSDA Board.

As a board member, I represent all special districts in the Coastal Network, supporting CSDA's on-going efforts to offer educational classes and informative conferences and their pro-active legislative advocacy and policy proposals that impact all Special Districts.

If re-elected, I will continue to work with board members and staff to further advocacy efforts at the state and national level, increase membership, and further enhance services provided to member agencies.

I would appreciate your district's support in my re-election as the Coastal Network representative on the CSDA Board of Directors. I respectfully ask for your vote.

Sincerely,

Elaine L. Magner, Director
Pleasant Valley Recreation and Park District



**California Special
Districts Association**
Districts Stronger Together

2021 CSDA BOARD CANDIDATE INFORMATION SHEET

The following information **MUST** accompany your nomination form and Resolution/minute order:

Name: Hugh Rafferty

District/Company: Santa Maria Public Airport District

Title: Director

Elected/Appointed/Staff: Elected

Length of Service with District: 10 years

1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):

CSDA Secondary Legislative Committee

2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):

California Credit Union League - PAC and Advocacy Committee

3. List local government involvement (such as LAFCo, Association of Governments, etc.):

Santa Barbara County Chapter CSDA

4. List civic organization involvement:

Santa Barbara County Taspayers Association

Chamber of Commerce - Leadership Santa Maria

****Candidate Statement** – Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. **Any statements received in the CSDA office after March 29, 2021 will not be included with the ballot.**

CSDA Board of Directors 2021 – 2023 Election Candidate Statement

I am the Past-president of the Santa Maria Public Airport District, and currently serve as Board Secretary. I have served on the District board for 10 years.

I'm the Past-president of the Santa Barbara County Chapter of CSDA, and continue to serve on the Board of Directors. I've served on the board for approximately 7 years. In addition, I currently serve on the CSDA Secondary Legislative Committee, and have served on the HR Support Committee.

I'm a past member of the Santa Maria Valley Chamber of Commerce Board of Directors, and currently serve on its Leadership Santa Maria Valley Board.

I'm an Honorably Discharged Marine Corps Veteran, and was designated a Lifetime Honorary Commander Emeritus by the 30th Space Wing at Vandenberg Air Force Base.

I hold a BA degree in General Studies, an MA in Human Development and Management, and a Ph. D in Management.

In addition to the above, I serve/have served in the following capacities:

- . Board Member and Past President – Santa Barbara County Taxpayers Association
- . Current President – Committee to Improve North (Santa Barbara) County
- . Chairman – Volunteer Leadership Committee, California Credit Union League
- . Board Member – California Credit Union League Advocacy Committee and Political Action Committee

I'm the recipient of several California Assembly, California State Senate and Congressional Certificates of Recognition, as well as Chamber of Commerce Citizen of the Year, and California Credit Union League Volunteer of the Year Awards.

My work with these various organizations has brought me into contact with numerous City, County, State and Federal elected officials, as well as managers and directors and employees of a number of special districts, and I hope to bring these experiences to the CSDA Board of Directors

I hope you will consider me for election to the CSDA Coastal Network board position.

Hugh Rafferty

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **6.C.**

FROM: John F. Weigold IV, General Manager

Meeting Date: July 8, 2021	Subject: Discussion and Consideration of Resuming In-Person CCSD Board, Standing Committee and PROS Commission Regular and Special Meetings
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RECOMMENDATIONS:

Staff recommends that the Board of Directors discuss and consider options to resume in-person Cambria Community Services District (CCSD) Board, Standing Committee and PROS Commission regular and special meetings and provide direction to staff.

FISCAL IMPACT:

The fiscal impact of resuming in-person CCSD Board, Standing Committee and PROS Commission regular and special meetings includes purchasing hand sanitizer, wipes and masks, AGP Video expenses and possibly the cost of continuing a Zoom subscription. An estimate of cost of expenses for a regular and special Board meeting are listed below. AGP Video does not attend and support Standing Committee and PROS Commission meetings.

Scenario A:

AGP Video on-site; remote Zoom participation with audio & video	
Contract Rate (up to 3 hours)	\$1,000.00
Overtime Rate	\$140.00
SLO-SPAN Streaming	\$200.00
Hand Sanitizer, Wipes & Masks	\$35.00
Grand Total per meeting	\$1,375.00

Scenario B:

AGP Video on-site; remote Zoom participation with audio only	
Contract Rate (up to 3 hours)	\$700.00
Overtime Rate	\$140.00
SLO-SPAN Streaming	\$200.00
Hand Sanitizer, Wipes & Masks	\$35.00
Grand Total per meeting	\$1,075.00

Scenario C:

AGP Video on-site; no remote Zoom participation	
Contract Rate (up to 3 hours)	\$625.00

Overtime Rate	\$140.00
SLO-SPAN Streaming	\$200.00
Hand Sanitizer, Wipes & Masks	\$35.00
Grand Total per meeting	\$1,000.00

AGP Video has been charging a reduced rate during the COVID-19 pandemic to support remote meetings. Effective July 1, 2021, AGP Video services has increased to the amounts listed above. As noted in scenarios A, B and C, these cost increases may require a contract amendment to be brought back to the Board in August.

DISCUSSION:

The Board asked staff to outline scenarios, issues and a timeframe for resuming in-person CCSD Board, Standing Committee and PROS Commission regular and special meetings.

Staff recommends that the Board consider resuming in-person CCSD meetings commencing August 1, 2021, pursuant to Executive Order N-08-21, and consider the various above scenarios with AGP Video and utilizing Zoom as options for any CCSD meetings.

Executive Order N-08-21 sets a date of October 1, 2021, for public agencies to transition back to in-person meetings held in full compliance with the Brown Act. However, there are a number of legislative bills under consideration that include the use of electronic meetings in perpetuity. As of October 1, 2021, the following requirements will return to full force and effect:

- Local bodies must notice each teleconference location from which a member will be participating in a public meeting and each teleconference location must be specifically identified in the meeting notice and agenda, including full address and room number;
- Each teleconference location must be accessible to the public;
- Members of the public must be able to address the body at each teleconference location;
- Local bodies must post agendas at all teleconference locations; and
- During teleconference meetings, at least a quorum of the members of the local body must participate from locations within the boundaries of the territory over which the local body exercises jurisdiction.

Additionally, on June 15, 2021, the State of California returned to normal operations, with the exception of mega events. Mega Events are characterized by large crowds greater than 5,000 (indoors) and 10,000 (outdoors) attendees. The County of San Luis Obispo will be referring to the State's Public Health Officer Order and will not be issuing more restrictive local guidance. There are currently no restrictions applying to indoor and outdoor settings for Board meetings, Standing Committee meetings or PROS Commission meetings, except for unvaccinated employees and unvaccinated members of the public who are required to wear masks in indoor settings. Below are the current San Luis Obispo County restrictions that apply to indoor and outdoor settings.

Restrictions Applying to Indoor and Outdoor Settings	
Vaccine Verification / Negative Testing	Required for Indoor Mega Events / Recommended for Outdoor Mega Events
Capacity Limitations	No restrictions
Physical Distancing	No restrictions for attendees, customers and guests
Masking	Follow current CDPH Guidance for Face Coverings Employers should reference Ca/OSHA
Travelers	Follow CDC recommendations and CDPH Travel Advisory

Guidance for the Use of Face Coverings - Effective June 15, 2021

The California Department of Public Health guidance aligns with the Centers for Disease Control & Prevention and Cal/OSHA, which states that masks are not required for fully vaccinated individuals, except in the following settings where masks are required for everyone, regardless of vaccination status:

- On public transit
- Indoors in K-12 schools, childcare and other youth settings
- Healthcare settings (including long term care facilities)
- State and local correctional facilities and detention centers
- Homeless shelters, emergency shelters and cooling centers

Masks are required for unvaccinated individuals in indoor public settings and businesses (examples: retail, restaurants, theaters, family entertainment centers, meetings, State and local government offices serving the public).

What are the issues related to resuming in-person CCSD meetings?

- The Facilities & Resources Department staff have been working in the Fireside Room at the Veterans' Memorial Building since January 2021. The Fireside Room will be unavailable for the Board's closed session meetings.
- The cost of each meeting is dependent on which option is selected for AGP Video services.
- Masks will be required for unvaccinated individuals at all in-person CCSD Board, Standing Committee and PROS Commission regular and special meetings.

Masks and hand sanitizer will be available to everyone at all Board regular/special meetings, Standing Committee meetings and PROS Commission meetings. Staff will also post California Department of Public Health signs on all Veterans' Memorial Building doors.

What are the pending issues related to resuming in-person CCSD meetings?

1. What kind of cleaning procedures does the District need to have in place after holding in-person CCSD Board, Standing Committee and PROS Commission regular and special meetings?

The CCSD needs to establish and implement the following procedures to help prevent the spread of COVID-19. The following is a list of procedures from Cal/OSHA:

- Establish procedures to routinely clean and disinfect commonly touched surfaces and objects (e.g., door handles, steering wheels, lockers, touch screens, scanners, mobile equipment, equipment controls, carts) throughout the workday. These procedures should include:
 - Using products that are EPA-approved for use against the virus that causes COVID-19.
 - Providing EPA-registered disposable wipes for employees to wipe down commonly used surfaces before use.
 - Following the manufacturer's instructions for all cleaning and disinfection products (e.g., safety requirements, protective equipment, concentration, contact time).
 - Ensuring there are adequate supplies to support cleaning and disinfection practices, including cleaning products and gloves.
 - Cleaning and disinfecting vehicles between shifts and between workers. ○ Creating procedures to close access and deep clean, preferably with a professional cleaning service, an area where a person confirmed or presumed to have COVID-19 has been. Any person cleaning the area should be equipped with proper PPE for COVID-19 disinfection (disposable gown, gloves, eye protection, and mask or respirator) in addition to PPE required for cleaning products.
2. Does the District need to have the Veterans' Memorial Building disinfected after every meeting?
- Yes, per the guidance listed above.

Attachments: Executive Order N-08-21
Please Wear a Face Covering Sign

**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA**

EXECUTIVE ORDER N-08-21

WHEREAS on March 4, 2020, I proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS since March 2020, the State has taken decisive and meaningful actions to reduce the spread, and mitigate the impacts, of COVID-19, saving an untold number of lives; and

WHEREAS as a result of the effective actions Californians have taken, as well as the successful and ongoing distribution of COVID-19 vaccines, California is turning a corner in its fight against COVID-19; and

WHEREAS on June 11, 2021, I issued Executive Order N-07-21, which formally rescinded the Stay-at-Home Order (Executive Order N-33-20, issued on March 19, 2020), as well as the framework for a gradual, risk-based reopening of the economy (Executive Order N-60-20, issued on May 4, 2020); and

WHEREAS in light of the current state of the COVID-19 pandemic in California, it is appropriate to roll back certain provisions of my COVID-19-related Executive Orders; and

WHEREAS certain provisions of my COVID-19 related Executive Orders currently remain necessary to continue to help California respond to, recover from, and mitigate the impacts of the COVID-19 pandemic, including California's ongoing vaccination programs, and the termination of certain provisions of my COVID-19 related Executive Orders during this stage of the emergency would compound the effects of the emergency and impede the State's recovery by disrupting important governmental and social functions; and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this Order would continue to prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of the COVID-19 pandemic.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567, 8571, and 8627, do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

The following provisions shall remain in place and shall have full force and effect through June 30, 2021, upon which time they will expire subject to individual conditions described in the enumerated paragraphs below.

1) State of Emergency Proclamation dated March 4, 2020:

- a. Paragraph 10. Any facility operating under a waiver pursuant to this provision, memorialized in an All Facilities Letter, may operate pursuant to such a waiver through the stated expiration in the All Facilities Letter or September 30, 2021, whichever occurs first;
- b. Paragraph 11;
- c. Paragraph 12; and
- d. Paragraph 13.

2) Executive Order N-25-20:

- a. Paragraph 1; and
- b. Paragraph 7, and as applicable to local governments per Executive Order N-35-20, Paragraph 3. Effective July 1, 2021, the waivers in Executive Order N-25-20, Paragraph 7, and Executive Order N-35-20, Paragraph 3, of reinstatement requirements set forth in Government Code sections 7522.56(f) and (g) are terminated.

3) Executive Order N-26-20:

- a. Paragraph 1;
- b. Paragraph 2;
- c. Paragraph 3;
- d. Paragraph 5;
- e. Paragraph 6; and
- f. Paragraph 7.

4) Executive Order N-27-20:

- a. Paragraph 1;
- b. Paragraph 2; and
- c. Paragraph 3.

5) Executive Order N-28-20:

- a. Paragraph 3; and
- b. Paragraph 6.

6) Executive Order N-31-20:

- a. Paragraph 1; and
- b. Paragraph 2.

7) Executive Order N-35-20:

- a. Paragraph 1. Any facility operating under a waiver pursuant to this provision, memorialized in an All Facilities Letter, may operate pursuant to such a waiver through the stated expiration in the All Facilities Letter or September 30, 2021, whichever occurs first;
- b. Paragraph 4;
- c. Paragraph 6. To the extent the Director exercised their authority pursuant to this provision on or before June 30, 2021, the extension shall remain valid until the effective expiration;

- d. Paragraph 10. The State Bar shall receive the time extension in the aforementioned order for any nomination submitted to the State Bar by the Governor on or before June 30, 2021; and
 - e. Paragraph 11 (as extended and clarified by N-71-20, Paragraph 6). Claims accruing before June 30, 2021 will remain subject to the 120-day extension granted in the aforementioned orders.
- 8) Executive Order N-36-20, Paragraph 1. To the extent the Secretary exercised their authority pursuant to this provision, the Secretary shall allow each facility to resume intake in a manner that clears intake backlog as soon as feasible.
- 9) Executive Order N-39-20:
- a. Paragraph 1. Any facility operating under a waiver pursuant to this provision, memorialized in an All Facilities Letter, may operate pursuant to such a waiver through the stated expiration in the All Facilities Letter or September 30, 2021, whichever occurs first;
 - b. Paragraph 4; and
 - c. Paragraph 7. The leases or agreements executed pursuant to this provision shall remain valid in accordance with the term of the agreement.
- 10) Executive Order N-40-20:
- a. Paragraph 1. For rulemakings published in the California Regulatory Notice Register pursuant to Government Code section 11346.4(a)(5) prior to June 30, 2021, the deadlines in the aforementioned order shall remain extended in accordance with the order;
 - b. Paragraph 2 (as extended and clarified by N-66-20, Paragraph 12, and N-71-20, Paragraph 10). Notwithstanding the expiration of this provision, state employees subject to these training requirements shall receive the benefit of the 120-day extension granted by the aforementioned orders. All required training due on or before June 30, 2021 must be completed within 120 days of the statutorily prescribed due date;
 - c. Paragraph 7 (as extended and clarified by N-66-20, Paragraph 13 and N-71-20, Paragraph 11). With regard to appeals received on or before June 30, 2021, the State Personnel Board shall be entitled to the extension in the aforementioned order to render its decision;
 - d. Paragraph 8. To the extent the deadlines specified in Government Code section 22844 and California Code of Regulations, title 2, sections 599.517 and 599.518 fell on a date on or before June 30, 2021 absent the extension, they shall expire pursuant to the timeframes specified in the aforementioned orders;
 - e. Paragraph 16;
 - f. Paragraph 17; and
 - g. Paragraph 20.
- 11) Executive Order N-45-20:
- a. Paragraph 4;
 - b. Paragraph 8;
 - c. Paragraph 9; and

- d. Paragraph 12. For vacancies occurring prior to June 30, 2021, the deadline to fill the vacancy shall remain extended for the time period in the aforementioned order.

12) Executive Order N-46-20:

- a. Paragraph 1; and
- b. Paragraph 2.

13) Executive Order N-47-20:

- a. Paragraph 2; and
- b. Paragraph 3.

14) Executive Order N-48-20, Paragraph 2 (which clarified the scope of N-34-20).

15) Executive Order N-49-20:

- a. Paragraph 1;
- b. Paragraph 3. For determinations made on or before June 30, 2021, the discharge date shall be within 14 days of the Board's determination; and
- c. Paragraph 4.

16) Executive Order N-50-20, Paragraph 2.

17) Executive Order N-52-20:

- a. Paragraph 6;
- b. Paragraph 7. To the extent an individual has commenced a training program prior to June 30, 2021, that was interrupted by COVID-19, that individual shall be entitled to the extended timeframe in the aforementioned order; and
- c. Paragraph 14; and
- d. Paragraph 16.

18) Executive Order N-53-20:

- a. Paragraph 3;
- b. Paragraph 12 (as extended or modified by N-69-20, Paragraph 10, and N-71-20, Paragraph 27); and
- c. Paragraph 13 (as extended or modified by N-69-20, Paragraph 11, and N-71-20, Paragraph 28).

19) Executive Order N-54-20, Paragraph 7. To the extent the date governing the expiration of registration of vehicles previously registered in a foreign jurisdiction falls on or before June 30, 2021, the deadline is extended pursuant to the aforementioned orders.

20) Executive Order N-55-20:

- a. Paragraph 1. Statutory deadlines related to cost reports, change in scope of service requests, and reconciliation requests occurring on

or before June 30, 2021 shall remain subject to the extended deadline in the aforementioned order;

- b. Paragraph 4;
- c. Paragraph 5;
- d. Paragraph 6;
- e. Paragraph 8;
- f. Paragraph 9;
- g. Paragraph 10;
- h. Paragraph 13;
- i. Paragraph 14. Statutory deadlines related to beneficiary risk assessments occurring on or before June 30, 2021 shall remain subject to the extended deadline in the aforementioned order; and
- j. Paragraph 16. Deadlines for fee-for-service providers to submit information required for a Medical Exemption Request extended on or before June 30, 2021 shall remain subject to the extended deadline granted under the aforementioned order.

21) Executive Order N-56-20:

- a. Paragraph 1;
- b. Paragraph 6;
- c. Paragraph 7;
- d. Paragraph 8;
- e. Paragraph 9; and
- f. Paragraph 11.

22) Executive Order N-59-20, Paragraph 6.

23) Executive Order N-61-20:

- a. Paragraph 1;
- b. Paragraph 2;
- c. Paragraph 3; and
- d. Paragraph 4.

24) Executive Order N-63-20:

- a. Paragraph 8(a) (as extended by N-71-20, Paragraph 40). The deadlines related to reports by the Division of Occupational Safety and Health (Cal/OSHA) and the Occupational Safety & Health Standards Board on proposed standards or variances due on or before June 30, 2021 shall remain subject to the extended timeframe;
- b. Paragraph 8(c). To the extent the date upon which the Administrative Director must act upon Medical Provider Network applications or requests for modifications or reapprovals falls on or before June 30, 2021 absent the extension in the aforementioned order, it shall remain subject to the extended timeframe;
- c. Paragraph 8(e). To the extent filing deadlines for a Return-to-Work Supplement appeal and any reply or responsive papers fall on or before June 30, 2021, absent the extension in the aforementioned order, they shall remain subject to the extended timeframe;
- d. Paragraph 9(a) (as extended and modified by N-71-20, Paragraph 39). Any deadline setting the time for the Labor Commissioner to

issue any citation under the Labor Code, including a civil wage and penalty assessment pursuant to Labor Code section 1741, that, absent the aforementioned order, would have occurred or would occur between May 7, 2020 and September 29, 2021 shall be extended to September 30, 2021. Any such deadline that, absent the aforementioned order, would occur after September 29, 2021 shall be effective based on the timeframe in existence before the aforementioned order;

- e. Paragraph 9(b) (as extended and modified by N-71-20, Paragraph 41);
- f. Paragraph 9(c) (as extended and modified by N-71-20, Paragraph 39). Any deadline setting the time for a worker to file complaints and initiate proceedings with the Labor Commissioner pursuant to Labor Code sections 98, 98.7, 1700.44, and 2673.1, that, absent the aforementioned order, would have occurred or would occur between May 7, 2020 and September 29, 2021 shall be extended to September 30, 2021. Any such deadline that, absent the aforementioned order, would occur after September 29, 2021 shall be effective based on the timeframe in existence before the aforementioned order;
- g. Paragraph 9(d) (as extended and modified by N-71-20, Paragraph 39). Any deadline setting the time for Cal/OSHA to issue citations pursuant to Labor Code section 6317, that, absent the aforementioned order, would have occurred or would occur between May 7, 2020 and September 29, 2021 shall be extended to September 30, 2021. Any such deadline that, absent the aforementioned order, would occur after September 29, 2021 shall be effective based on the timeframe in existence before the aforementioned order;
- h. Paragraph 9(e) (as extended and modified by N-71-20, Paragraph 41);
- i. Paragraph 10;
- j. Paragraph 12. Any peace officer reemployed on or before June 30, 2021 pursuant to the aforementioned order shall be entitled to the extended reemployment period set forth in the order;
- k. Paragraph 13;
- l. Paragraph 14; and
- m. Paragraph 15 (as extended by N-71-20, Paragraph 36).

25) Executive Order N-65-20:

- a. Paragraph 5 (as extended by N-71-20, Paragraph 35; N-80-20, Paragraph 4; and N-01-21). Identification cards issued under Health and Safety Code section 11362.71 that would otherwise have expired absent the aforementioned extension between March 4, 2020 and June 30, 2021 shall expire on December 31, 2021; and
- b. Paragraph 7.

26) Executive Order N-66-20:

- a. Paragraph 3;
- b. Paragraph 4; and
- c. Paragraph 5.

27) Executive Order N-68-20:

- a. Paragraph 1. Notwithstanding the expiration of the aforementioned order, temporary licenses granted on or before June 30, 2021 shall be valid through September 30, 2021; and
- b. Paragraph 2. Renewal fee payments otherwise due to the to the California Department of Public Health absent the extension in the aforementioned order on or before June 30, 2021, shall be entitled to the extensions of time set forth in the aforementioned order.

28) Executive Order N-71-20:

- a. Paragraph 1;
- b. Paragraph 4;
- c. Paragraph 16. Where the statutory deadline for opening or completing investigations is set to occur on or before June 30, 2021, the deadline shall remain subject to the extension in the aforementioned order; and
- d. Paragraph 17. Where the statutory deadline for serving a notice of adverse action is due on or before June 30, 2021, the deadline shall remain subject to the extension in the aforementioned order.

29) Executive Order N-75-20:

- a. Paragraph 7. Children placed in foster care on or before June 30, 2021 shall receive such examinations on or before July 31, 2021;
- b. Paragraph 8;
- c. Paragraph 9;
- d. Paragraph 10. Any facility operating under a waiver pursuant to this provision may operate pursuant to such a waiver through the expiration as set forth by the California Department of Public Health, or September 30, 2021, whichever occurs first; and
- e. Paragraph 13.

30) Executive Order N-76-20, Paragraph 3.

31) Executive Order N-77-20:

- a. Paragraph 1;
- b. Paragraph 2; and
- c. Paragraph 3.

32) Executive Order N-78-20 (as extended and modified by N-03-21):

- a. Paragraph 1; and
- b. Paragraph 2.

33) Executive Order N-83-20:

- a. Paragraph 3. To the extent the Director of the Department of Alcoholic Beverage Control suspends deadlines for renewing licenses upon payment of annual fees on or before June 30, 2021, the extension shall remain valid until the effective expiration;

- b. Paragraph 5 (which repealed and replaced N-71-20, Paragraph 19, which extended N-52-20, Paragraph 1, and N-69-20, Paragraph 3);
- c. Paragraph 6 (which repealed and replaced N-71-20, Paragraph 20, which extended N-52-20, Paragraph 2, and N-69-20, Paragraph 4); and
- d. Paragraph 7 (which repealed and replaced N-71-20, Paragraph 21, which extended N-52-20, Paragraph 3, and N-69-20, Paragraph 5).

34) Executive Order N-84-20:

- a. Paragraph 1;
- b. Paragraph 2;
- c. Paragraph 3; and
- d. Paragraph 5.

The following provisions shall remain in place and shall have full force and effect through July 31, 2021, upon which time they will expire subject to individual conditions described in the enumerated paragraphs below.

35) Executive Order N-39-20, Paragraph 8 (as extended by N-69-20, Paragraph 2 and N-71-20, Paragraph 8).

36) Executive Order N-53-20, Paragraph 11 (as extended or modified by N-68-20, Paragraph 15, and N-71-20, Paragraph 26).

37) Executive Order N-71-20, Paragraph 25.

38) Executive Order N-75-20:

- a. Paragraph 5; and
- b. Paragraph 6

The following provisions shall remain in place and shall have full force and effect through September 30, 2021, upon which time they will expire subject to individual conditions described in the enumerated paragraphs below.

39) State of Emergency Proclamation dated March 4, 2020:

- a. Paragraph 3; and
- b. Paragraph 14. Any facility operating under a waiver pursuant to this provision may operate pursuant to such a waiver through the expiration as set forth by the Department of Social Services, or September 30, 2021, whichever occurs first.

40) Executive Order N-25-20:

- a. Paragraph 2;
- b. Paragraph 3; and
- c. Paragraph 4.

41) Executive Order N-28-20:

- a. Paragraph 4; and
- b. Paragraph 5.

42) Executive Order N-29-20, Paragraph 3, is withdrawn and replaced by the following text:

Notwithstanding any other provision of state or local law (including, but not limited to, the Bagley-Keene Act or the Brown Act), and subject to the notice and accessibility requirements set forth below, a local legislative body or state body is authorized to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to observe and to address the local legislative body or state body. All requirements in both the Bagley-Keene Act and the Brown Act expressly or impliedly requiring the physical presence of members, the clerk or other personnel of the body, or of the public as a condition of participation in or quorum for a public meeting are hereby waived.

In particular, any otherwise-applicable requirements that

- (i) state and local bodies notice each teleconference location from which a member will be participating in a public meeting;
- (ii) each teleconference location be accessible to the public;
- (iii) members of the public may address the body at each teleconference conference location;
- (iv) state and local bodies post agendas at all teleconference locations;
- (v) at least one member of the state body be physically present at the location specified in the notice of the meeting; and
- (vi) during teleconference meetings, a least a quorum of the members of the local body participate from locations within the boundaries of the territory over which the local body exercises jurisdiction

are hereby suspended.

A local legislative body or state body that holds a meeting via teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically, consistent with the notice and accessibility requirements set forth below, shall have satisfied any requirement that the body allow members of the public to attend the meeting and offer public comment. Such a body need not make available any physical location from which members of the public may observe the meeting and offer public comment.

Accessibility Requirements: If a local legislative body or state body holds a meeting via teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically, the body shall also:

- (i) Implement a procedure for receiving and swiftly resolving requests for reasonable modification or accommodation from individuals with disabilities, consistent with the Americans with Disabilities Act and resolving any doubt whatsoever in favor of accessibility; and
- (ii) Advertise that procedure each time notice is given of the means by which members of the public may observe the meeting and offer public comment, pursuant to subparagraph (ii) of the Notice Requirements below.

Notice Requirements: Except to the extent this Order expressly provides otherwise, each local legislative body and state body shall:

- (i) Give advance notice of the time of, and post the agenda for, each public meeting according to the timeframes otherwise prescribed by the Bagley-Keene Act or the Brown Act, and using the means otherwise prescribed by the Bagley-Keene Act or the Brown Act, as applicable; and
- (ii) In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, also give notice of the means by which members of the public may observe the meeting and offer public comment. As to any instance in which there is a change in such means of public observation and comment, or any instance prior to the issuance of this Order in which the time of the meeting has been noticed or the agenda for the meeting has been posted without also including notice of such means, a body may satisfy this requirement by advertising such means using "the most rapid means of communication available at the time" within the meaning of Government Code, section 54954, subdivision (e); this shall include, but need not be limited to, posting such means on the body's Internet website.

All of the foregoing provisions concerning the conduct of public meetings shall apply through September 30, 2021.

43) Executive Order N-32-20:

- a. Paragraph 1;
- b. Paragraph 2; and
- c. Paragraph 3.

44) Executive Order N-35-20:

- a. Paragraph 2; and
- b. Paragraph 12.

45) Executive Order N-39-20:

- a. Paragraph 2;
- b. Paragraph 3; and
- c. Paragraph 6.

46) Executive Order N-40-20:

- a. Paragraph 12 (as extended or modified by N-66-20, paragraph 16, N-71-20, paragraph 14, and N-75-20, Paragraph 12). To the extent the Director exercised their authority pursuant to this provision on or before September 30, 2021, the extension shall remain valid until the effective expiration of the applicable waiver; and
- b. Paragraph 18.

47) Executive Order N-42-20.

48) Executive Order N-43-20.

49) Executive Order N-49-20, Paragraph 2.

50) Executive Order N-54-20:

- a. Paragraph 8 (as extended by N-80-20, Paragraph 6); and
- b. Paragraph 9. To the extent any timeframe within which a California Native American tribe must request consultation and the lead agency must begin the consultation process relating to an Environmental Impact Report, Negative Declaration, or Mitigated Negative Declaration under the California Environmental Quality Act extends beyond September 30, 2021, the tribe and lead agency will receive the benefit of the extension so long as the triggering event occurred on or before September 30, 2021.

51) Executive Order N-55-20:

- a. Paragraph 2;
- b. Paragraph 3;
- c. Paragraph 7. All on-site licensing visits which would have been due on or before September 30, 2021 shall occur before December 31, 2021;
- d. Paragraph 11; and
- e. Paragraph 12.

52) Executive Order N-56-20, Paragraph 10 is withdrawn and superseded by the following text:

Paragraph 42 of this Order, including the conditions specified therein, shall apply to meetings held pursuant to Article 3 of Chapter 2 of Part 21 of Division 3 of Title 2 of the Education Code and Education Code section 47604.1(b).

53) Executive Order N-58-20 (as extended by N-71-20, Paragraph 29).

54) Executive Order N-59-20:

- a. Paragraph 1. The sworn statement or verbal attestation of pregnancy must be submitted on or before September 30, 2021 and medical verification of pregnancy must be submitted within 30

working days following submittal of the sworn statement or verbal attestation for benefits to continue;

- b. Paragraph 2 (as extended and modified by N-69-20, Paragraph 14, and N-71-20, Paragraph 31);
- c. Paragraph 3 (as extended and modified by N-69-20, Paragraph 15, and N-71-20, Paragraph 32); and
- d. Paragraph 4 (as extended and modified by N-69-20, Paragraph 16, and N-71-20, Paragraph 33).

55) Executive Order N-63-20:

- a. Paragraph 8(b). To the extent filing deadlines for claims and liens fall on or before September 30, 2021, absent the extension in the aforementioned order, they shall remain subject to the extended timeframe; and
- b. Paragraph 11.

56) Executive Order N-66-20, Paragraph 6.

57) Executive Order N-71-20:

- a. Paragraph 15;
- b. Paragraph 22; and
- c. Paragraph 23.

58) Executive Order N-75-20:

- a. Paragraph 1;
- b. Paragraph 2; and
- c. Paragraph 4.

59) Executive Order N-80-20:

- a. Paragraph 3; and
- b. Paragraph 7.

60) Executive Order N-83-20

- a. Paragraph 2 is withdrawn and replaced by the following text:

The deadline to pay annual fees, including any installment payments, currently due or that will become due during the proclaimed emergency, as specified in Business and Professions Code sections 19942, 19951, 19954, 19955, 19984, and any accompanying regulations is September 30, 2021; the deadlines for submission of any application or deposit fee, as specified in Business and Professions Code sections 19951 (a), 19867, 19868, 19876, 19877, 19942, 19984, and any accompanying regulations is no later than September 30, 2021, or per existing requirements, whichever date is later.

- b. Paragraph 4.

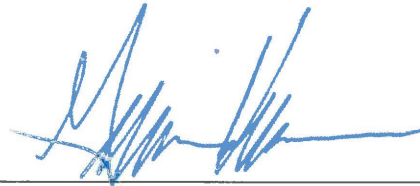
61) Executive Order N-03-21, Paragraph 3, is withdrawn and replaced by the following text:

As applied to commercial evictions only, the timeframe for the protections set forth in Paragraph 2 of Executive Order N-28-20 (and extended by Paragraph 21 of Executive Order N-66-20, Paragraph 3 of Executive Order N-71-20, and Paragraph 2 of Executive Order N-80-20) is extended through September 30, 2021.

IT IS FURTHER ORDERED that, as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 11th day of June 2021.



GAVIN NEWSOM
Governor of California

ATTEST:

SHIRLEY N. WEBER, PH.D.
Secretary of State

Please

Wear a
Face Covering



If you are not
fully vaccinated

**Per California Department of Public Health Guidance*

Friends of The Fiscalini Ranch Preserve Meeting Report June 8, 2021

The most important area of discussion at the final Spring meeting of FFRP was regarding what type of financing FFRP could provide to the Cambria CSD for the upkeep and maintenance of the Ranch.

Finance officer Ted Siegler pointed out that while FFRP has a substantial endowment, these monies cannot be used for Ranch upkeep, and the primary obligation of FFRP is to hold the conservation easement on the Ranch.

Board President John Nixon suggested perhaps increasing the FFRP Budget to assist the District in caring for the Ranch through their Facilities and Resources Department. Mr Siegler observed that FFRP already spends money on bench upkeep, as well as providing hundreds of volunteer hours yearly in trail clearing and improvements, invasive plant and weed removal, and so forth, so contributes in this fashion. Also, there was a recent volunteer group that built the Wallbridge Bridge that improves Ranch access from Huntington Drive.

Ultimately there was some agreement that FFRP could assist the CCSD with needed funding, but on an annual basis only as needed. It was also noted that assisting the District by providing grant writing could be a positive and productive way to cooperatively interact with the CCSD.

In other news, Executive Director Kitty Connolly noted that presently Registered Professional Forester Steve Auten is initiating the California Vegetation Treatment Program on the Covell ranch, and that perhaps this could be used as an example as to how to better maintain the Fiscalini Ranch in the future. Also, substantial donations were received from new members and donors, plus 4 long time members upgraded to substantial membership of at least \$1,000 per year. So overall, while membership numbers are relatively still the same, donations are higher.

Another important topic of discussion was regarding improving foot traffic access on the Ranch, and the proposed Boardwalk halfway between the Seacrift Estates and Marine Terrace entrances that would connect the Bluff Trail with the Fire Road. Overall the cost of constructing this Boardwalk will be \$250-300,000. FFRP is seeking grant funding for this project. The overall time element from beginning to end will likely be about 2-3 years.

Finally, Ranch Committee chairman Michael Thomas said May had been a great month, with new volunteers participating, and paths widened. Also, land restoration through removing unplanned trails has been successful.

The next FFRP monthly meeting will be on Tuesday, July 13th, at 4PM via Zoom. Possibly returning to live in person meetings will be discussed at that time.

Forest Committee Meeting Report June 9, 2021

The almost 2 hour meeting mainly addressed the best practices for maintaining forest health, especially here in Cambria.

This began with a discussion of the recently published book, "Smokescreen: Debunking Wildfire Myths to Save our Forests and Climate", by Dr Chad Hanson, Forest and Fire Ecologist, scientist and environmental activist. His book argues for the need to develop a new era of forest management for the sake of the planet and the human race, and contradicts many of the current fire fighting and forest management practices, especially in California and the western states. Dr Hanson also has an almost 2 hour video presentation that discusses his approach to dealing with wildfire and the overall well being of forested areas and the creatures who live there that is available on the internet.

Those in attendance, including members of the local chapter of the California Native Plant Society, expressed concern regarding the potential "fuel reduction" treatment on the Covell ranch, and the thinning of the forest, especially the removal of Monterey Pines. Also discussed was the upcoming agenda of PG&E for trimming local forested areas in the near future, especially in Fern canyon. In addition, the group revisited what happened on the Fiscalini Ranch roughly two to three years ago, and how the limbing up of tress and removal of the understory has affected the overall health of the forest, and its ability to provide for the deer and other wildlife who live there.

Also examined is the use of drone photography to assist in assessing the health of our Cambria forested area, including surveying the recent plantings of Monterey Pine seedlings adjacent to San Simeon State Park by Greenspace, our local Land Conservancy.

Finally, wildfire home defense was examined. A relatively new product on the market made by the Perimeter Solutions company, Phos-Check, is a fire retardant that reduces the possibility of home fires resulting from flying embers. This is a safe product in that it contains no chemicals.

The next Cambria Forest Committee meeting is on Wednesday, July 14, 2021, at 6:30, via Zoom.

NCAC Liaison Report for CCSD meeting agenda July 8, 2021

The NCAC met on June 16, 2021 via Zoom.

The Special Guest Speaker for June was Devin Best, Executive Director of Upper Salinas-Las Tablas Resource Conservation District. He discussed efforts being undertaken for a fire fuel management plan for the Covell Ranch. This work is being done in collaboration with the SLO Firesafe Council and Cal-Fire. Mr Best gave a slide presentation of aerial photos from 1937 to 2021 showing the changes over the years of the forest and the community and how our area has become at more risk of fire, and he reviewed some fire mitigation plans. His presentation is available on the NCAC website, NCACSLO.org.

Supervisor Bruce Gibson reported that a balanced County budget for ~\$600M is in place for FY21/22. He reported that County Roads Director Mike Britton has retired and a replacement has been found. He also mentioned that CalOSHA and State Public Health COVID guidelines were being aligned soon.

Mike McDonough of the CCHD reported that they were increasing ambulance staffing for the 4th of July holiday weekend. Also, CeCe Lomeli resigned from the CCHD Board and they were looking for volunteers to replace her on the Board.

The Land Use Committee presented three referrals from County Planning for remodels and/or additions, all were approved by the Council.

A change in the NCAC meeting time to 6pm going forward was discussed, as well as the option of continuing meetings via Zoom. It was thought that Zoom meetings would be more convenient for the County Officials as well as the Guest Speakers, and the Council is anticipating the loss of use of the meeting room at Mechanics Bank. These changes will be discussed and voted on at the July 21st meeting.

Business has been reported as robust, and Real Estate is selling at above market value with an average of four days on the market.

Environmental Representative Kitty Connolly reported worsening drought conditions and that measures are being taken to create fire breaks and reduce fire fuels such as weeds and dead trees.

The election for NCAC Representatives to Area 3, Park Hill and Sea Cliff Estates, will be held at the Joslyn Center on July 6 from 10am to 6pm. Installation of new members and officers will be at the July 21 meeting.

The next NCAC meeting, via Zoom, will be held July 21 at 6:30 PM. Special Guest Speaker will be Anna Denver's of SLOCOG, who will be discussing their plans for the 2023 Regional Transportation Plan. The Zoom link and agenda will be available on the NCAC website, NCACSLO.org.