

**BOARD OF DIRECTORS
HILTON CREEK COMMUNITY SERVICES DISTRICT
REGULAR BOARD MEETING
TUESDAY, December 8, 2020
5:00 P.M.
TELECONFERENCE (ZOOM)
AGENDA**

****NOTE:** Members of the public will have the opportunity to directly address the Board of Directors concerning any item listed on the Agenda below before or during consideration of that item. In order to better accommodate members of the public, specific times for Agenda Items will be heard at the specified time or soon thereafter. Agenda Items without specific times may be rearranged to accommodate the Board's schedule. All public comments will be limited by the President of the Board to a speaking time of five minutes.

- 1. CALL MEETING TO ORDER**
 - A. Roll Call
 - B. Oath of Office – Windsor Czeschin, Steve Shipley
 - a. Board Nominations – President, Vice President

- 2. ADDITIONS TO AGENDA**
 - A. Items added to the agenda must be approved by the Board pursuant to Government Code Section 54954.2

- 3. PUBLIC COMMENT**
 - A. The public may make a statement or pose questions on Items NOT on the agenda** (see note above)

- 4. FINANCIAL OFFICER/SECRETARY OF THE BOARD REPORTS**
 - A. Consideration & Approval of Disbursements List for November 2020
 1. Disbursements and Checks
 2. One-signor Checks
 - B. Review & Acceptance of Monthly Financial Reports
 1. Account Balances – All Funds
 2. Budget Report: YTD Actual to Budget Report
 3. Southern California Edison Report
 - C. Mono County Loan Repayment - Discussion
 - D. CalPERS Unfunded Liabilities – Discussion
 - E. Credit Card Payment Portal – Agreement with AllPaid, Inc.
 - F. Infosend Billing Services
 - G. Juniper Drive CPI Increase - Discussion

- 5. APPROVAL OF MINUTES**
 - A. Minutes of the Regular Board Meeting of November 10, 2020

- 6. ADOPT RESOLUTION 2020-12 AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND**

7. **NEW BUSINESS**
 - A. Board Vacancies
 - B. General Manager Paging Policy
 - C. General Manager Uniform Policy
 - D. Juniper Drive Special Zone of Benefit Cost Sharing
8. **OLD BUSINESS**
 - A. Planning Issues, RPAC, Community Center
9. **SEWER FACILITIES UPDATE - GENERAL MANAGER UPDATE**
 - A. General Manager Report on Status of Facilities, Operational Stability
 1. Update on Treatment Plant
 - a. New Monitoring Well and Regional Water Quality Inspector
 - b. Lift Station Pump Rebuild
10. **NEW ITEMS/ADDITIONS FOR FUTURE AGENDAS**
11. **BOARD MEMBER COMMENTS/REPORTS**
12. **ANNOUNCEMENTS**
 - A. Regular Board Meeting: January 12, 2020 at 5:00 p.m.
14. **ADJOURNMENT**

TELECONFERENCE INFORMATION

As authorized by Governor Newsom's Executive Order, N-29-20, dated March 17, 2020, the meeting will be held via teleconferencing with members of the Board attending from separate remote locations. This altered format is in observance of recent recommendations by local officials that certain precautions be taken, including social distancing, to address the threat of COVID-19.

Important Notice to the Public Regarding COVID-19

Based on guidance from the California Department of Public Health and the California Governor's Officer, in order to minimize the spread of the COVID-19 virus, please note the following:

There is no physical location of the meeting open to the public. If you wish to participate in the meeting via teleconferencing, please email your request to info@hiltoncreekcsd.com

If you wish to make a comment on a specific agenda item before the meeting, please submit your comment via email by 5:00 p.m. on the day prior to the Board meeting. Please submit your comment to info@hiltoncreekcsd.com. All comments will be made a part of the

record. Please make sure to submit a separate email for each item that you wish to comment upon.

If you are watching the live stream of the Board meeting and wish to make either a general public comment or to comment on a specific agenda item as it is being heard, please submit your comment to info@hiltoncreekcsd.com. All comments will be made a part of the record. Please make sure to submit a separate email for each item that you wish to comment upon.

Documents and materials relating to an open session agenda item that are provided to the Board of Directors less than 72 hours prior to a regular meeting will be available for public inspection and copying at the District Office, by arrangement, by calling the District Secretary at (760) 965-9696

In compliance with the Americans with Disabilities Act, if you are a disabled person and need a disability-related modification or accommodation to participate in this meeting, then please contact Lorinda Beatty at (760) 965-9696. Requests must be made as early as possible, and at least one full business day before the start of the meeting.

HILTON CREEK COMMUNITY SERVICES DISTRICT
CHECKS WRITTEN - ALL FUNDS

November 18, 2020 through January 1, 2021

Type	Date	Num	Name	Amount
Check	11/18/2020	Autopay	Intuit	-246.00
Check	11/20/2020	Autopay	PERS Health Insurance	-801.61
Check	11/20/2020	AutoPay	VERIZON WIRELESS	-125.23
Liability Check	11/25/2020		QuickBooks Payroll Service	-3,247.86
Paycheck	11/27/2020	DD1030	BEATTY, LORINDA A Void 0.00	0.00
Paycheck	11/27/2020	DD1031	BURNETT, KYLE	0.00
Paycheck	11/27/2020	DD1032	BEATTY, LORINDA A	0.00
Check	12/01/2020	8091	J.T. HATTER ELECTRIC	-750.00
Check	12/02/2020	Auto	PERS 457 Contributions	-329.41
Liability Check	12/03/2020	E-pay	EFTPS	-2,351.84
Liability Check	12/03/2020	E-pay	Emp. Dev. Dept.	-560.52
Liability Check	12/03/2020	E-pay	Emp. Dev. Dept.	-22.70
Liability Check	12/07/2020		QuickBooks Payroll Service Higerd	-260.57
Check	12/08/2020	8096	ADAMSON, CYNTHIA R	-132.49
Check	12/08/2020	8097	BABCOCK LABORATORIES, INC.	-361.00
Check	12/08/2020	8098	Lorinda Beatty	-540.00
Check	12/08/2020	8099	Isabel Connolly	-158.85
Check	12/08/2020	8100	MAMMOTH COMMUNITY WATER DISTRICT	-90.00
Check	12/08/2020	8101	MAMMOTH LOCK AND KEY	-224.37
Check	12/08/2020	8102	MONO COUNTY DEPT. OF PUBLIC WORKS	-245.35
Check	12/08/2020	8103	RS Instruments & Services	-761.40
Check	12/08/2020	8104	STATE WATER RESOURCES CONTROL BOARD	-2,848.00
Check	12/08/2020	8105	STATE WATER RESOURCES CONTROL BOARD	-20,362.00
Check	12/08/2020	8106	UMPQUA BANK	-3,343.71
Check	12/08/2020	8107	USA BLUE BOOK	-398.24
Check	12/08/2020	8108	Western Nevada Supply	-16,054.19
Paycheck	12/08/2020	8109	ADAMSON, CYNTHIA R	-258.82
Paycheck	12/08/2020	8110	CONNOLLY, ISABEL S	-258.82
Paycheck	12/08/2020	8111	CZESCHIN, WINDSOR	-258.82
Paycheck	12/08/2020	8112	SHIPLEY, STEVE H	-258.82
Paycheck	12/08/2020	DD1033	HIGERD, GARRETT	0.00
Check	01/01/2021	8113	J.T. HATTER ELECTRIC	-750.00
Check	12/08/2020	8114	J.T. HATTER ELECTRIC	-2,195.00
Check	12/08/2020	8115	HIGERD, GARRETT	-1,129.00
Check	12/08/2020	8116	Spieß Construction Com. Inc.	-3,135.00
				<u>-62,459.62</u>

**HILTON CREEK COMMUNITY SERVICES DISTRICT
MEMORANDUM**

TO: THE BOARD OF DIRECTORS
FROM: LORINDA BEATTY
SUBJECT: ACCOUNT BALANCES REPORT
DATE: DECEMBER 8, 2020

Notable changes to Account Balances

Sewer Fund Checking – Bank of America \$46,516.32

There were no transfers in November which is an indicator that accounts are starting to level out after many changes within the District.

Transfers have/will be processed to cover Capital expenses and residual Juniper Drive Asphalt expenses.

There is a prior month adjustment that has occurred causing the previous balance to be off by approximately \$894.93 dollars. Analysis continues to attempt to locate and make the appropriate adjustments to rectify the problem.

The largest impact to the checking account fund for upcoming December will be the Permits and Licensing Fees from the State Water Resources Board for over \$23,000.

Capital Reserve \$45,109.25

The Capital Reserve Fund remains stable; however, there will be expenses in December that will impact the available funds. Most notable the pump rebuild that will be slightly over \$16,000.

County Investment Pool -Combined \$596,750.28

No transfers were made from the County Investment Pool to cover expenses for other Funds. An interest deposit of \$2,631.31 was received and was split 52% Sewer Fund and 48% Juniper Drive.

LAIF – Combined \$9,574.22

No Change

County Loan

\$61,936.49

Repayment of the loan will be approximately \$63,602.15 per the Mono County Department of Finance if paid in full by January 15, 2021. This item will be discussed further on Agenda Item 4 C2.

Juniper Drive Checking

\$40,594.62

Very little change to Juniper Drive Checking. Some payments to Spiess Construction have been covered from the Sewer Fund and will be transferred to the Sewer Fund in December.

A \$12,000 payment for the second installment of the snow removal contract will be due by January 15, 2020.

REQUESTED ACTION: Information Only.

Sewer Financial Reports

November 2020

**Hilton Creek Community Services District
Sewer Funds Account Balances
As Of
November 30, 2020**

Account	Previous Balance	Credits	Debits	Adjustments	11/30/2020 Balance
**Bank of America	50,450.58	34,013.31	(37,052.64)	(894.93)	46,516.32
Sewer Fund Use Fees & Expenses		29,954.42	(26,783.50)		
Cancelled Check / Return Payment				(894.93)	***Prior Month Adj.
County Inv. Pool Transfer					
LAIF Transfers					
Capital Reserve Transfer					
County Loan Transfer					
Expense Recovery Payments					
Debit All Checks Fund 164			(9,274.23)		
Adj. JD Deposits / Checks in SF Reg.		4,058.89	(994.91)		
Juniper Drive Transfers					
Capital Reserve	45,108.88	0.37	-	-	45,109.25
Connection Fees					
Transfers					
Interest		0.37			
LAIF	4,949.70	-	-	-	4,949.70
Checking Transfers					
Interest					
Other					
Other					
County Investment Pool	247,748.94	1,368.28	-	-	249,117.22
Checking Transfers					
LAIF Transfers					
Interest		1,368.28			
ERAF Excess 2019/2020 Dist.					
County Loan	61,936.49	-	-		61,936.49
Interest					
Payment					
Other					
Total**	410,194.59	35,381.96	(37,052.64)	(894.93)	407,628.98
					** Juniper Drive Fund Owes Sewer Fund 3,473.11
					Total with Juniper Drive Oweing 411,102.09

*** Prior Month Adjustment is currently being analyzed and an update will be provided once the error is found.

**Juniper Drive Financial Reports
November 2020**

Juniper Drive Special Zone of Benefit Funds

As Of
November 30, 2020

					11/30/2020
	Previous	Credits	Debits	Adjustments	Balance
Bank of America	34,721.90	6,151.22	(84.00)	(194.50)	40,594.62
Juniper Drive Fees Collected		6,151.22		(194.50)	
Juniper Drive Expenses			(84.00)		
LAIF	4,624.52		-	-	4,624.52
Interest					
Other					
County Investment Pool	317,061.26	1,263.03	-	-	318,324.29
Checking Transfers					
Interest		1,263.03			
Other					
Total**	356,407.68	13,565.47	(168.00)	(389.00)	363,543.43
				<i>** Balance Owed to Sewer Fund</i>	<i>(3,473.11)</i>
				<i>Total with Balance Owing to Sewer Fund</i>	<i>360,070.32</i>

Budget Reports Year to Date Actual to Budget November 2020

- Sewer YTD Actual to Budget - 3 Month Review
- Juniper YTD Actual to Budget – 3 Month Review

**HILTON CREEK COMMUNITY SERVICES DISTRICT
 QUARTERLY ACTUAL TO BUDGET 2020/2021
 COMBINED SEWER FUNDS**

Rolling 3 Month View

REVENUES	BUDGET	September	October	November	11/30/2020	Over (Under)
		Month 3	Month 4	Month 5	Year to Date	{+ or -}
General Operating Revenue:						
Property Taxes	122,000.00				-	122,000.00
Sewer Operation & Maintenance Revenue:						
Sewer Use Fees	302,000.00	36,880.33	22,649.02	51,852.04	174,486.63	127,513.37
Sewer connection inspection fees	100.00				-	100.00
Sewer Capital Improvement Revenue:						
Sewer Connection Fees	14,586.00				-	14,586.00
Sewer Availability Fees	500.00				-	500.00
Interest on Investments	4,000.00	0.15	0.24	0.37	19.09	3,980.91
Investment Returns		9,605.66	4,201.71	1,368.65	15,176.02	(15,176.02)
Transfer From Reserves					50,000.00	(50,000.00)
Transfer From Other Funds	-	30,000.00	40,000.00		85,000.00	(85,000.00)
TOTAL REVENUES	443,186.00	76,486.14	66,850.97	53,221.06	324,681.74	118,504.26
EXPENSES						
General Operating Expenses:						
Administration Fee	2,000.00				-	2,000.00
Depreciation Expense (Book Entry Only)					-	-
Director's Fees	6,000.00	2,699.96	1,966.64	1,416.65	7,983.25	(1,983.25)
Director's Medical Expense Reimb. Plan	20,000.00	(5,605.00)	301.60		2,334.60	17,665.40
Dues & Subscriptions	1,700.00			1,586.00	1,736.00	(36.00)
Office Rent					-	-
Travel - other than litigation	200.00				-	200.00
SUBTOTAL:	29,900.00	(2,905.04)	2,268.24	3,002.65	12,053.85	17,846.15
Sewer Operation & Maint. Expenses:						
Salaries & Employee Benefits:						
Manager Salary	72,000.00	5,538.46	8,307.69	5,538.46	49,449.37	22,550.63
Secretarial Services	29,487.00	4,772.63	6,706.63	3,415.77	21,873.29	7,613.71
Employee Health Insurance	8,203.00	2,150.19	2,875.36	721.45	8,366.58	(163.58)
Employee Long-Term Care Insurance	422.00	140.58	70.29		492.03	(70.03)
Employee Med. Exp. Reimb. Plan	6,800.00	-				6,800.00
Employee Retirement Benefits	6,762.00	1,799.83	1,787.31	803.76	7,384.36	(622.36)
Employee 457 Contributions			200.00	400.00		
Employer 457 Contributions				388.23		
Payroll Taxes & Workers Comp Insurance	3,000.00	563.54	723.16	510.62	2,658.30	341.70
Services and Supplies:						
Accounting	6,500.00				-	6,500.00
Legal	10,000.00	3,335.00	1,055.00		16,487.40	(6,487.40)
Auto	3,000.00	251.53	193.66	196.71	251.53	2,748.47
Contingency	5,000.00				-	5,000.00
Insurance	9,350.00	845.55			14,747.80	(5,397.80)
License and Fees	22,500.00				-	22,500.00
Loan Interest (County Loan)	2,187.00				2,346.42	(159.42)
Miscellaneous	395.00				-	395.00
Office Supplies (Bank Charges, Zoom, Web site Postage, Other PR Exp)	6,000.00	1,522.14	701.17	1,669.33	4,188.64	1,811.36
Contract Services (JT Hatter - Paint Services)	26,000.00	750.00	750.00	750.00	3,750.00	22,250.00
Repairs and Maintenance	30,222.00	3,503.47	1,171.12	11,510.93	20,465.49	9,756.51
SCE - Plant	16,000.00	1,852.97	1,506.67	1,237.67	5,972.06	10,027.94
SCE - Pump Station	7,000.00	651.18	647.14	428.64	2,312.21	4,687.79
Snow Removal	7,500.00				-	7,500.00
Supplies	2,000.00	-		51.71	1,372.94	627.06
Educational Expenses	800.00		175.00		650.00	150.00
Telephone	1,500.00	568.96	167.03	166.83	1,052.20	447.80
Water			195.00		195.00	(195.00)
SUBTOTAL:	282,628.00	28,246.03	27,232.23	27,790.11	164,015.62	118,612.38
Sewer Capital Improvement Expenses:						
Capital Purchases/Improvements	67,000.00	3,424.85			3,424.85	63,575.15
Engineering and Consulting Fees	10,000.00				-	10,000.00
Lateral Extensions	5,000.00				-	5,000.00
Debt Service:						
Loan Principal	19,658.00				9,748.83	9,909.17
PERS Unfunded Liability	20,000.00				15,246.90	4,753.10
SUBTOTAL:	121,658.00	3,424.85	-	-	28,420.58	93,237.42
TOTAL EXPENSES	434,186.00	28,765.84	29,500.47	30,792.76	204,490.05	229,695.95
Depreciation Expense (Book Entry Only)		7,500.00	7,500.00	7,500.00	37,500.00	
Adjusted Total Expenses		36,265.84	37,000.47	38,292.76	241,990.05	

HILTON CREEK COMMUNITY SERVICES DISTRICT

Actual to Budget FY 2020/2021

JUNIPER DRIVE FUND

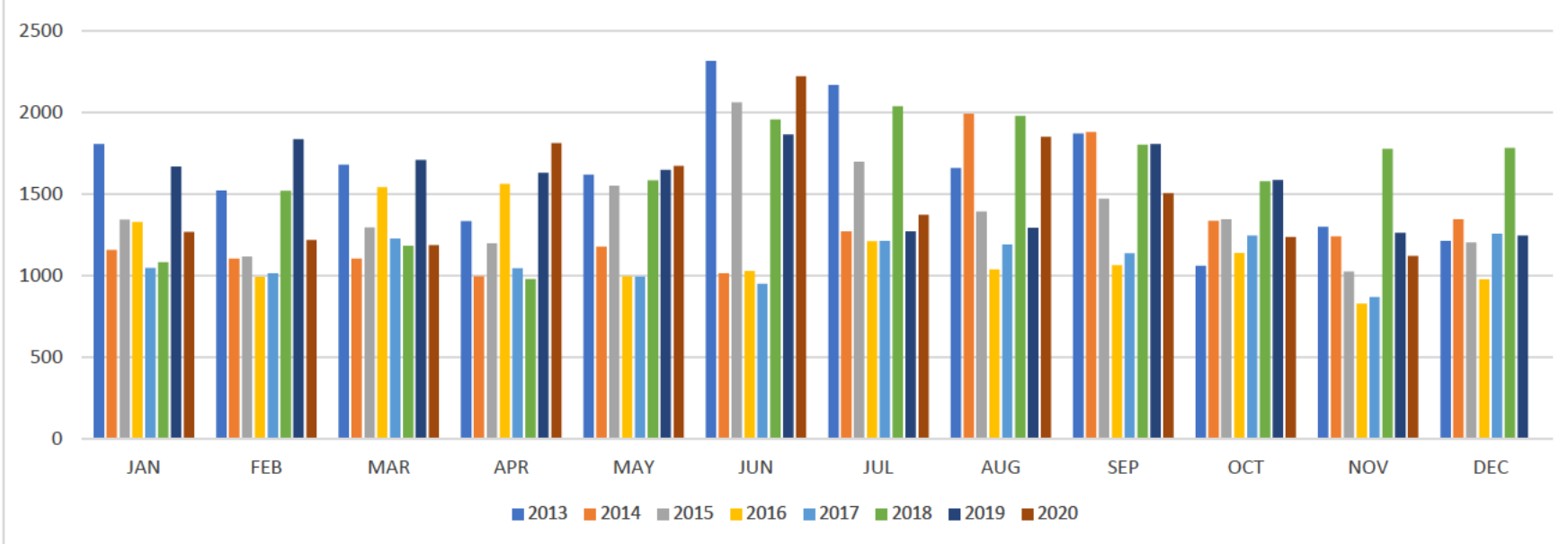
Rolling 3 Month View

		Sept	Oct	Nov	Year	Over/Under
	Budget	Month 3	Month 4	Month 5	To Date	{ + or - }
REVENUES						
Due From Sewer Fund (Wash)		8,808.63	2,540.92	4,058.89	20,708.98	20,708.98
Maintenance Fees (Checking)		6,287.00	1,516.55	6,151.22	21,844.89	21,844.89
Interest on investments	6,500.00	9,221.43	3,878.50	1,263.03	14,379.13	7,879.13
Annual maintenance fees	83,806.00				-	(83,806.00)
Transfer From Reserves	90,000.00				-	(90,000.00)
OES Reimbursement Funds					-	-
Transfer From Other Funds					-	-
TOTAL REVENUES	180,306.00	24,317.06	7,935.97	11,473.14	56,933.00	(165,926.87)
EXPENSES						
Salaries & Employee Benefits:						
Manager Salary	8,000.00	615.38	923.07	615.38	5,494.35	2,505.65
Secretarial Services	3,388.00	459.18	745.18	379.53	2,359.25	2,502.00
Employee Health Ins.	624.00	238.91	319.48	80.16	929.61	624.00
Employee Med. Exp. Reimb.					-	
Payroll Taxes & W/C Ins	350.00				-	350.00
Employee Retirement Ben.	619.00	200.28	243.24	89.30	2,747.74	619.00
Services and Supplies:					-	
Accounting and Legal	1,500.00				-	1,500.00
Admin Fee - County	1,500.00				-	1,500.00
Insurance	1,050.00	93.95			1,638.64	1,050.00
Office, Postage, Xerox	1,000.00	157.00	3.00	84.00	331.00	1,000.00
Repairs and Maintenance	90,000.00	58,439.63		9,104.77	67,544.40	90,000.00
Snow Removal	20,000.00		13,000.00		13,000.00	20,000.00
TOTAL EXPENSES	128,031.00	60,204.33	15,233.97	10,353.14	94,044.99	121,650.65
RESERVES (bal.frwd.pr. year)						
Increase to Reserve Balance	52,275.00				-	(52,275.00)
Reserve Balance						

HILTON CREEK CSD PLANT SCE ELECTRIC BILLS

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2013	1807.29	1522.48	1680.87	1335.15	1621.01	2317.05	2169.45	1661.44	1871.4	1061.05	1300.27	1215.51
2014	1159.4	1105.89	1105.96	998.57	1180.62	1015.24	1274.09	1992.96	1882.55	1337.29	1241.11	1345.37
2015	1344.08	1117.86	1296.95	1198.81	1551.49	2063.42	1699.59	1394.97	1471.93	1344.89	1026.53	1204.75
2016	1330.52	995.19	1543.03	1563.37	998.18	1029.09	1211.52	1040.58	1065.69	1140.95	830.92	978.51
2017	1049.12	1015.01	1229.32	1046.69	995.55	952.91	1212.89	1192.97	1139.88	1247.67	870.98	1257.64
2018	1084.24	1519.62	1185.24	980.79	1585.18	1958.72	2039.38	1980.39	1804.35	1579.83	1778.21	1782.52
2019	1671.33	1837.85	1711.43	1632.48	1649.44	1867.1	1273.14	1294.31	1807.81	1587.41	1264.56	1246.17
2020	1269.72	1220.72	1189.09	1813.11	1673.46	2222.14	1374.75	1852.97	1506.67	1237.67	1,121.00	Estimate

SCE Plant Electric Costs
2013 - Present



Plant Electric Use Comparison

	FY 20192020		FY 2020/2021		Difference	
	Kwh	Cost	Kwh	Cost	Kwh	Cost
July	9459	1273.14	9591	1374.75	132	101.61
August	10148	1294.31	11875	1852.97	1727	558.66
September	12883	1807.81	10822	1506.67	-2061	-301.14
October	15379	1587.41	9597	1237.67	-5782	-349.74
November	12493	1264.56	9723	1121.00	-2770	-143.56
December	12119	1264.17				
January	12056	1269.72				
February	11327	1220.72				
March	10809	1189.09				
April	16785	1813.11				
May	15195	1673.46				
June	16781	2222.14				

Estimate

Pump Station Use Comparison

	FY 20192020		FY 2020/2021		Difference	
	Kwh	Cost	Kwh	Cost	Kwh	Cost
July	4034	891.29	2863	585.25	-1171	-306.04
August	3988	689.56	2815	651.18	-1173	-38.38
September	3256	837.08	2958	647.14	-298	-189.94
October	3296	491.09	2812	428.64	-484	-62.45
November	3766	466.44	3404	472.00	-362	5.56
December	3758	481.99				
January	3679	468.13				
February	3506	438.24				
March	3616	476.56				
April	4059	521.06				
May	3694	584.88				
June	3662	668.09				

Estimate

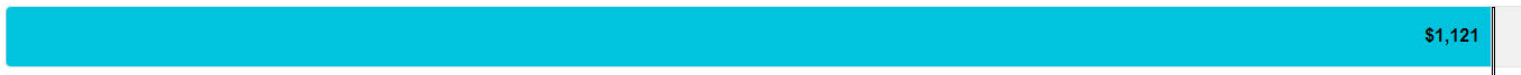
ESTIMATED COSTS (Subject to Adjustments)

Budget Assistant

85 CROWLEY LAKE DRIV CROWLEY LAKE CA 93546

3-003-4611-57

Projected Bill: **\$1,150**



Bill to Date
0 days remaining

Based on your average daily usage from Nov 03 to Dec 02

How is Your Projected Next Bill Calculated?

Based on your average daily usage from: **Nov 03 to Dec 02**

Usage to date

9,723

kWh

+

Forecasted Usage

324

kWh

=

Projected Usage

10,047

kWh

[Show in \\$](#)

92 PLANT CROWLEY LAKE CA 93546

3-016-6468

Projected Bill: **\$483**



Bill to Date
0 days remaining

Based on your average daily usage from Nov 03 to Dec 02

How is Your Projected Next Bill Calculated?

Based on your average daily usage from: **Nov 03 to Dec 02**

Usage to date

3,404

kWh

+

Forecasted Usage

113

kWh

=

Projected Usage

3,517

kWh

[Show in \\$](#)

**HILTON CREEK COMMUNITY SERVICES DISTRICT
MEMORANDUM**

TO: THE BOARD OF DIRECTORS

FROM: LORINDA BEATTY

SUBJECT: MONO COUNTY LOAN REPAYMENT

DATE: DECEMBER 8, 2020

The loan agreement established with the County of Mono Treasury Pool in July of 2018, states under section 5. Prepayment is as follows:

“The Borrower shall be entitled to pay the full balance of capital and all future interest payments at any time. The total of all future interest payments will be calculated by the Treasure, at Present Value.”

The payments schedule is as follows:

Loan Repayment Schedule					
Payment Number	Due Date	Payment	Interest	Principle	Balance
					\$ 100,000.00
1	1/15/2019	\$ 10,922.04	\$ 1,636.61	\$ 9,285.43	\$ 90,714.57
2	7/15/2019	\$ 10,922.04	\$ 1,484.64	\$ 9,437.40	\$ 81,277.17
3	1/15/2020	\$ 10,922.04	\$ 1,330.19	\$ 9,591.85	\$ 71,685.32
4	7/15/2020	\$ 10,922.04	\$ 1,173.21	\$ 9,748.83	\$ 61,936.49
5	1/15/2021	\$ 10,922.04	\$ 1,013.66	\$ 9,908.38	\$ 52,028.11
6	7/15/2021	\$ 10,922.04	\$ 851.50	\$ 10,070.54	\$ 41,957.57
7	1/15/2022	\$ 10,922.04	\$ 686.68	\$ 10,235.36	\$ 31,722.21
8	7/15/2022	\$ 10,922.04	\$ 519.17	\$ 10,402.87	\$ 21,319.34
9	1/15/2023	\$ 10,922.04	\$ 348.91	\$ 10,573.13	\$ 10,746.21
10	7/15/2023	\$ 10,922.08	\$ 175.87	\$ 10,746.21	\$ -
	Total	\$ 109,220.44	\$ 9,220.44	\$ 100,000.00	

For early payoff there will be extra interest applied. Estimated payoff amount would be \$63,602.15 which can be transferred from the investment pool account.

REQUESTED ACTION: Authorize funds transfer from the Mono County Investment Pool to the Mono County Investment Pool Loan.

**HILTON CREEK COMMUNITY SERVICES DISTRICT
MEMORANDUM**

TO: THE BOARD OF DIRECTORS

FROM: LORINDA BEATTY

SUBJECT: ALLPAID, INC AGREEMENT – PAYMENT PORTAL

DATE: DECEMBER 8, 2020

It has been the intention of Mr. Burnett to provide excellent service to our customers. In setting this goal we have identified that the District could provide a convenient way for customers to pay online.

During the CSDA conference I attended in October, I met with representatives of AllPaid, Inc. A company that offers portal payment services for government entities.

Processing Fees for this service are collected from the payer at the time of the transaction by Allpaid, Inc. There are no fees for the District.

Customer fees would be as follows:
2.25% Rate Fee Per Transaction
Additional \$0.00 for web or in person payment.
Additional \$2.25 phone payments.

Examples common fees with pay portal/phone charges:

Sewer Use Fee \$110.62	Web/Person 2.25% = \$113.11 Phone 2.25% + \$2.25 = \$115.36
Juniper Drive Developed \$194.50	Web/Person 2.25% = \$198.88 Phone 2.25% + \$2.25 \$201.13
Juniper Drive Undeveloped \$84.10	Web/Person 2.25% \$85.99 Phone 2.25% + \$2.25 \$88.24

**All rates are subject to change.*

Any fraudulent or denied charges are addressed through Allpaid, Inc. The District will still receive the payment and Allpaid, Inc. will pursue any necessary actions to collect the funds for their company.

REQUESTED ACTION: Review and authorize the agreement with AllPaid, Inc.



Payment Services

Processing Services for Debit or Credit Card

Allows CSDA Members to accept **credit/debit cards** on-site, online and through a live call center.





Endorsed Affiliate Objectives

The below outlines the CSDA's objectives for the Payment Service Endorsed Affiliate:

1. Align with a provider that meets the Payment Services needs of a diverse group of local government agencies large and small – *AllPaid meets, or exceeds, this objective*
2. Enter into an exclusive endorsement with a provider that provides competitive pricing to the Association and its Members – *AllPaid meets, or exceeds, this objective*
3. Align with a provider that offers value added services with a strong emphasis on customer service and support – *AllPaid meets, or exceeds, this objective*
4. Partner with an established Payment Services provider with a positive reputation in the payment space – *AllPaid meets, or exceeds, this objective*
5. Align with a provider that will integrate with a variety of data collection system – *AllPaid meets, or exceeds, this objective*
6. Partner with a provider that provides prompt payment of funds to all parties – *AllPaid meets, or exceeds, this objective*

About AllPaid

AllPaid (formerly GovPayNet) has been providing Payment Services / Merchant Services exclusively to government agencies since 1997

allpaid



VISA



DEBIT
CARDS



allpaid

formerly



- **22 Years Processing for Government**
- **3,000 Existing Customer Agencies**
- **41 Million Transaction - 2018**
- **\$1.6 Billion in Payments - 2018**
- **No Risk – No Chargeback Loses**
- **PCI Level 1 Security**
- **No Cost to You**
- **Live, In-house, 24/7/365 Multi-Lingual Call Center**
- **Detailed Reporting – Live Transaction Reporting**

Our History



Industry Leading Customer Service:

- 24/7/365 live staff assistance for CSDA members
- 24/7/365 live customer service for payer questions or assistance
- Guaranteed Payments: AllPaid will absorb all chargebacks
- POS terminals provided at no cost with no cost replacements available
- AllPaid will deposit your funds within 2 banking days
- Complete Agency web hyperlink interface and Integration at no cost
- Robust reporting and custom reporting at no-cost
- Full integration with agency software
- 3 California based AllPaid representative available

allpaid



SECURITY
FOR THE MODERN WORLD

Powered by **allpaid**

© 2019 AllPaid. All rights reserved.

Highest Level Security

- AllPaid's payment services platform is PCI DSS Level 1 compliant.
- AllPaid takes on security standards so your district doesn't have to.
- Compliant with new California Consumer Privacy Act

allpaid

Multiple Options for Facilitating Payments:

- Online and Mobile payments via a hyperlink from the CSDA member's website to the AllPaid PCI Compliant payment portal
- On-Site/In-Person payments via the free AllPaid patent-pending, e-commerce Gov\$wipe[®] terminals
- Over the phone via AllPaid's 24/7/365, live agent, PCI Compliant, in-house, multi-lingual Call Center



Rate Options

2 Rate Options Available

The best option depends on the Districts average transaction size



Rate per transaction = 1.85%

Best option for \$500 or more average transaction size

One time fees in addition to above %:

- \$1.50 for web or in person payments
- \$2.50 for Live Agent Call Center payments



Rate per transaction = 2.25%

Best option for \$500 or less average transaction size

One time fees in addition to above %:

- \$0.00 for web or in person payments
- \$2.25 for Live Agent Call Center payments

Choose one option
for the duration.

allpaid

Agreement

The AllPaid Agreement is a 1 year agreement which allows for termination at any time, for any reason, upon receipt of 30 days' written notice. Or just let it renew automatically.

Build

The AllPaid Implementation Team will work to build your payment codes for all types of payments and modalities. 15 to 30 day turn up process.



Training & Marketing

The AllPaid Training Team will offer remote and on-site training for you and your staff. *Our Marketing Team will send lobby posters and other material. Your website landing page marketing initiatives built and maintained.*

Reporting

The AllPaid Training Team will train Admin and Users on ProView – online reporting tool – for live transaction visibility, reconciliation reporting and more. Daily reconciliation reports.



CSDA Member Testimonial

Orange County Cemetery District

Brenda Manriquez

Finance & Accounting Manager



We began using GovPayNet in September 2019 after using a very restrictive terminal-based credit card system through our County Treasury department for several years. Since migrating to GovPayNet, we have seen the following positive impacts:

- We are able to take AMEX now which has made our customer base very happy.
- District staff is now able to process payments over the phone which has provided additional options for customer payments.
- The USB card swipes have allowed each staff member to have one device attached to each of their computers. This has allowed us to help multiple customers at the same time, without interrupting appointments to use the old credit card terminal.
- Printing invoices once the transaction has processed is easy and we are able to print duplicates at a later time as well.

As the main user of ProView for reports, I have been using the reporting function since we began with GovPayNet. I print the reconciliation and payment summary reports daily and have found the system to be user-friendly. These reports allow me to identify settlement payments and transactions for each individual PLC code which has given me the flexibility to track payments coming from 3 separate site locations. I have contacted GPN & ProView support a few times in order to void a transaction or to clarify a process and the customer service representative has been helpful each time. I have also received resolutions in a timely manner.

Overall, our transition to GovPayNet was relatively seamless and has allowed our staff to provide a higher level of service to our customers.

MERCHANT AGREEMENT - CSDA

This Merchant Agreement (“Agreement”) is by, between and among:

HILTON CREEK COMMUNITY SERVICES DISTRICT
3222 CROWLEY LAKE DRIVE
CROWLEY LAKE, CA 93546

referred to herein as “Merchant”; Worldpay, LLC, for itself and its affiliates, a Delaware Limited Liability Company with a business address at 8500 Governors Hill Drive, Symmes Township, Ohio 45249 (hereinafter “Worldpay”); and AllPaid, Inc., a Delaware corporation having a principal place of business at 7820 Innovation Boulevard, Suite 250, Indianapolis, Indiana 46278 (“AllPaid”).

WHEREAS, AllPaid provides the “AllPaid Payment Network,” consisting of governments and other entities that contracted with AllPaid to accept payments made by individuals using credit cards, debit cards, prepaid debit cards, and other means of electronic payment (each, a “Payer” and collectively, “Payers”) for transmission to such entities, and Merchant, in order to improve Merchant’s services and enhance administration, desires to accept payments through AllPaid with such related support services as AllPaid provides; and

WHEREAS, the entities that establish and govern the rules, regulations and guidelines for the credit card and debit card systems such as Visa U.S.A., Inc. and MasterCard International Incorporated (collectively, the “Payment Type Organizations” or “PTOs”) require that Merchant enter into a contractual relationship with an entity that is a member of the PTOs and agrees to comply with PTO Rules and regulations (“PTO Rules”) as they apply to credit and debit card transactions that are submitted to Worldpay by AllPaid on Merchant’s behalf; and

WHEREAS, by Merchant executing this Agreement, Worldpay is made a party to this Agreement and Merchant understands that (i) Merchant has contracted with AllPaid to obtain certain processing services; (ii) AllPaid has agreed to be responsible for all or part of Merchant's obligations contained herein; and (iii) Merchant is fulfilling the PTO Rules.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Merchant, Worldpay, and AllPaid agree as follows:

1. Recitals.

The above recitals are by this reference incorporated into and made a part of this Agreement.

2. Security and Compliance.

- 2.1 Merchant acknowledges and agrees that in the event Payer uses a credit, debit, or prepaid debit card, certain PTO Rules apply to Merchant’s acceptance of Payers’ payments. Merchant further acknowledges and agrees that security standards and guidelines published by the Payment Card Industry (“PCI”) Security Standards Council including PCI Data Security Standards (“DSS”) are also applicable to Merchant’s acceptance of payments from Payers. **In lieu of directly complying with all PTO Rules and PCI DSS requirements, Merchant may and hereby does appoint AllPaid as its agent to accept debit and credit cards and comply in full with all applicable PTO Rules and PCI DSS requirements, as they may be modified from time to time, on its behalf and AllPaid accepts such appointment subject to any limitations in this Agreement and any attachments hereto.** If any PTO requires an audit and/or forensic investigation due to an actual or suspected data security compromise event in connection with transactions processed hereunder, an audit and/or forensic investigation of AllPaid and its operations shall be sufficient for such purposes provided, however, that Merchant agrees to cooperate with such audit and/or forensic investigation as AllPaid may reasonably request.

- 2.2 Merchant acknowledges that any Payer personal information it obtains will be obtained lawfully, shall be retained only as necessary for the performance of Merchant's official duties, and will not be used by Merchant in violation of any PTO Rules or regulations or applicable law.
- 2.3 If at any time Merchant or AllPaid believes that Payer information has been compromised as a result of a breach of the AllPaid system, Merchant or AllPaid, as the case may be, must notify the other and AllPaid shall notify Worldpay, PTOs, Payers, and any other parties AllPaid is required to notify.
- 2.4 Merchant and AllPaid each additionally agree to comply, at each party's expense, with all federal, state, and local laws and the requirements of regulatory agencies as they pertain to the respective parties' businesses and operations.

3. AllPaid Obligations; Agency Appointment and Effect

AllPaid and Merchant agree that AllPaid will enable Payers to pay amounts owed to Merchant as follows:

- 3.1 AllPaid shall act as Merchant's authorized agent for the limited purpose of receiving payments from Payers on Merchant's behalf and Merchant expressly authorizes AllPaid to act as its agent for the receipt of Payer funds. Payment from the Payer to AllPaid by use of AllPaid's payment processing services shall be considered payment to Merchant, extinguishing the Payer's payment obligation to Merchant (in the amount paid by the Payer) as if the Payer had paid Merchant directly, subject to any right Merchant has to reject such transaction. AllPaid, and not the individual Payer, is solely liable to Merchant for Payer funds if AllPaid fails to remit funds to Merchant from Payers using AllPaid's services.
- 3.2 AllPaid shall obtain on Merchant's behalf authorization to process a charge to the Payer's credit card account, debit such Payer's debit card account, or take such other actions as may be required by Payer's financial services provider for purposes of funding payment(s) by such Payer to Merchant. Such charges or debits shall be subject to acceptance by Payer's financial services provider, PTO Rules, and any other applicable industry rules, laws, or regulations.
- 3.3 AllPaid shall act on Merchant's behalf in applying the service fees listed on Attachment "A" to this Agreement. Payer shall pay all service fees unless Merchant advises AllPaid Merchant intends to absorb all or any part of the service fees in the manner provided in this Agreement. For any service fees Merchant elects to absorb, Merchant shall follow the payment procedures described in Attachment "B" to this Agreement. Merchant hereby authorizes AllPaid to net and retain as AllPaid's sole compensation service fees paid by Payers in addition to the payment amounts. AllPaid may modify Payer fees at its sole option, providing Merchant with 30 days' notice of such modification and a revised attachment reflecting modified fees prior to activating the new fee structure. Service fees are non-refundable.
- 3.4 AllPaid shall transmit payment transactions on Merchant's behalf to Worldpay for further processing and shall further direct Worldpay to transfer Merchant's portion of all settling funds received from PTOs to Merchant in accordance with then-standard AllPaid practices. AllPaid shall establish unique payment codes on its system for the routing of Payer funds to Merchant. Such codes shall be available to Payers through Merchant or by accessing AllPaid's services.
- 3.5 AllPaid will maintain proper security and responsibility for Payer information while it is in AllPaid's possession, all at AllPaid's sole cost in accordance with applicable PCI DSS requirements, rules, laws, or regulations.
- 3.6 AllPaid shall be responsible for all chargebacks for payments made by card initiated not more than 180 days after the transaction. When a cardholder initiates a chargeback within 180 days of a transaction, it automatically results in a provisional credit to the cardholder from an AllPaid account. If AllPaid determines that a chargeback may be inappropriate, AllPaid expects Merchant to provide reasonable assistance in any challenge AllPaid makes to the chargeback. AllPaid reserves the right

to adjust service and security levels as AllPaid reasonably deems necessary to maintain payment security and integrity.

- 3.7 AllPaid reserves the right to charge Merchant for services or equipment beyond the scope of this Agreement, such as custom software development, non-AllPaid standard peripheral devices, and other services and support as the parties may agree upon from time to time.
- 3.8 AllPaid shall provide administrative support to Payers and to Merchant through a toll-free telephone help line and the Internet.
- 3.9 AllPaid shall provide Merchant with participation procedures that Merchant must follow in using AllPaid's payment services. In addition, AllPaid will provide Merchant with toll-free telephone numbers, web addresses, and promotional and instructional materials to market and explain the AllPaid service to Payers, and shall train Merchant staff on how to access and use, and how to assist Payers to access and use the AllPaid Payment Network.
- 3.10 AllPaid shall be responsible for all federal, state, and local taxes that may be imposed upon its services only.

4. Merchant Obligations

Merchant's continued participation in the AllPaid Payment Network is conditioned upon the following:

- 4.1 Merchant understands and agrees that its cooperation in promoting use of the AllPaid Payment Network is a significant consideration for Merchant and AllPaid entering into this Agreement. Merchant shall therefore (i) ensure that the appropriate employees participate in any AllPaid training or refresher training on the use and promotion of the AllPaid Payment Network and its associated services; (ii) keep available for reference any user manuals and instructional materials AllPaid provides to Merchant; (iii) display logos, signage, literature, and other promotional and instructional materials that AllPaid provides and otherwise inform and assist Payers to use AllPaid for their payments to Merchant; and (iv) cooperate with all reasonable AllPaid requests to encourage greater use of the AllPaid Payment Network. All marketing and promotion of AllPaid services by Merchant shall conform to guidelines provided by AllPaid from time to time.
- 4.2 Merchant shall provide telecommunication capabilities, such as telephone, facsimile, and Internet connections to enable Payers to access AllPaid from Merchant locations and enable AllPaid to communicate with Merchant. Further, Merchant shall be responsible for establishing and maintaining secure access at its locations to the AllPaid administrative system, including user identification, passwords and precautions for accessing all confidential information. AllPaid shall be entitled to rely on any communications or instructions initiated with Merchant's user identification, passwords or other security and identity tokens or devices. Merchant shall designate a primary contact and a secondary contact with which AllPaid may communicate on operational, technical, and administrative issues.
- 4.3 Merchant shall raise any claimed transaction or settlement errors with AllPaid within 12 months of the date of Merchant's receipt of the AllPaid report on which the claimed error appeared and shall otherwise follow the AllPaid Payment Network participation procedures that AllPaid provides to Merchant, as such procedures may be updated from time to time. Merchant shall cooperate with AllPaid in the event of an overpayment to refund to AllPaid funds that AllPaid can demonstrate exceed Payer liabilities to Merchant.
- 4.4 Merchant shall provide AllPaid with prompt written notice of any change in the information Merchant provides to AllPaid necessary for Merchant's participation in the AllPaid Payment Network, including but not limited to any change in its bank routing and account numbers.
- 4.5 In the event Merchant receives a payment from AllPaid that appears to have been obtained through the commission of civil or criminal fraud, Merchant shall cooperate in any resulting investigation.
- 4.6 Merchant shall not enter into any other agreement or make any other arrangement for services similar to those available through the AllPaid Payment Network for the duration of this Agreement.

5. Term and Termination

- 5.1 This Agreement shall become effective upon the date it has been executed by Merchant and AllPaid and shall continue for one year, automatically renewing for additional one-year periods. Notwithstanding the foregoing, this Agreement shall terminate if and when Worldpay ceases to provide processing services to AllPaid or if terminated earlier as provided herein.
- 5.2 Merchant may terminate this Agreement upon 30 days' written notice to AllPaid and AllPaid shall promptly inform Worldpay of such termination. If at any time Merchant wishes to terminate the services of AllPaid but continue to process transactions under this Agreement through Worldpay, Merchant shall immediately upon AllPaid's cessation of services become directly responsible for complying with all duties hereunder Merchant had formerly assigned to AllPaid.
- 5.3 AllPaid may terminate this Agreement (a) upon 30 days written notice prior to its annual expiration date; (b) upon 30 days written notice if Merchant fails to comply with AllPaid procedures for participating in the AllPaid Payment Network (subject to Merchant's reasonable opportunity to cure); or (c) immediately if Merchant fails to comply with any other term of this Agreement.

6. AllPaid and Worldpay Representations and Warranties

Each of Worldpay and AllPaid represents and warrants as follows:

- 6.1 This Agreement is valid, binding, and enforceable against the warranting party in accordance with its terms. Each party has full power and authority to execute and deliver this Agreement and perform its obligations hereunder.
- 6.2 The employees, agents and subcontractors of Worldpay and AllPaid shall possess the education, knowledge and experience necessary to qualify them individually for the particular duties they perform.
- 6.3 During the performance of this Agreement, each of Worldpay and AllPaid shall provide services in a non-discriminatory manner and shall not deny services or employment on the basis of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, marital status or any other legally protected class.

7. Merchant Representations and Warranties

Merchant has taken all administrative, legal and regulatory measures necessary for it to enter into this Agreement and this Agreement is valid, binding, and enforceable against Merchant in accordance with its terms. Merchant warrants that Merchant's decisions and instructions to AllPaid with respect to Payer responsibility for payment of all or any part of the Service Fee shall conform with applicable law.

8. Notices

All notices permitted or required by this Agreement shall be in writing and shall be given to the respective parties in person at or by first class U.S. Mail or by recognized courier directed to the address first stated in this Agreement, or if by facsimile, to AllPaid at (888) 665-4755 or if to Merchant to the facsimile number Merchant provides to AllPaid (in each case, with a hard copy following). Notices under this section shall be deemed to be received, if sent by mail or courier, five days following their deposit in the U.S. Mail or with such courier and, if sent by facsimile, when such facsimile is transmitted to the number provided by the recipient and sender receives a confirmation of such facsimile.

9. Disclaimers and Limitation of Liability

- 9.1 The sole purpose of this Agreement is to enable Merchant to participate in the AllPaid Payment Network. Merchant understands and agrees that AllPaid takes no responsibility that amounts AllPaid transmits in payment to Merchant will fully satisfy any obligation to Merchant, and that AllPaid does not guarantee any particular outcome or result other than the delivery of each Cardholder's payment to Merchant.

- 9.2 Other than the limited agency of AllPaid to accept payments for Merchant nothing in this Agreement establishes or creates any association, partnership, joint venture, or relationship of master and servant or employer and employee between the parties or to provide either party with the right, power, or authority, expressed or implied, to create any such duty or obligation on behalf of the other party.
- 9.3 AllPaid shall be liable for losses or damages to Merchant to the extent provided herein only if they are caused directly by the gross negligence or willful misconduct of AllPaid.
- 9.4 Merchant bears all responsibility for administrative and official actions taken by Merchant. AllPaid accepts no liability whatsoever for Merchant actions taken based on payment information provided by AllPaid even if such information proves to be incorrect.
- 9.5 **THIS IS A CONTRACT FOR SERVICES. ALLPAID LIABILITY TO MERCHANT IS LIMITED TO MAKING PAYMENTS TO MERCHANT IN THE AMOUNTS THAT ALLPAID HAS INFORMED MERCHANT HAVE BEEN AUTHORIZED. THE ALLPAID PAYMENT NETWORK AND ANY INCIDENTAL GOODS AND RELATED SERVICES ARE PROVIDED ON AN AS-IS, AS-AVAILABLE BASIS. ALLPAID MAKES NO WARRANTIES THAT ALLPAID SERVICES WILL BE ERROR FREE OR UNINTERRUPTED AND DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER MERCHANT NOR ALLPAID SHALL BE LIABLE FOR LOST REVENUES, PROFITS, INTEREST, GOOD WILL, OR ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES SUFFERED OR INCURRED BY THE OTHER PARTY IN CONNECTION WITH OR ARISING FROM SERVICES PERFORMED UNDER THIS AGREEMENT. WORLDPAY'S FUNCTION IS TO ACCEPT AND PROCESS MERCHANT'S TRANSACTIONS FROM ALLPAID. WORLDPAY SHALL HAVE NO LIABILITY TO MERCHANT WHATSOEVER HEREUNDER.**

10. Publicity

AllPaid shall not issue any press release or make any statement to the media with respect to this Agreement or the services provided hereunder without the prior written consent of Merchant.

11. Intellectual Property

Merchant acknowledges and shall not challenge AllPaid's ownership of AllPaid trademarks, service marks, trade names, patents, copyrights, or other intellectual property ("AllPaid Intellectual Property"). Merchant agrees that any Merchant use of AllPaid Intellectual Property shall be in accordance with AllPaid instructions and subject to the control, direction and approval of AllPaid; that any rights arising out of such use shall inure solely to the benefit of AllPaid; and that Merchant shall have no ownership or other interest in AllPaid Intellectual Property.

12. Miscellaneous Terms and Conditions

- 12.1 Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement. There are no third-party beneficiaries to the Contract. Notwithstanding the foregoing, the American Express terms of usage provided as Attachment "A" to this Addendum apply to transactions using cards issued by American Express.
- 12.2 Assignment. This Agreement may not be assigned, in whole or in part, by AllPaid or by Merchant without prior written consent of the other party, which consent shall not be unreasonably withheld.
- 12.3 Force Majeure. All parties are excused from performance and shall not be liable for any delay in performance or non-performance, in whole or in part, caused by the occurrence of any contingency beyond the control of the parties including, but not limited to, work stoppages, fires, civil

disobedience, riots, rebellions, terrorism, loss of power or telecommunications, flood, storm, Acts of God, or similar occurrences.

- 12.4 Governing Law. This Agreement shall be governed by the internal laws of the state in which Merchant is located. Litigation regarding this Agreement shall be filed in state or federal courts of appropriate jurisdiction in or near the county in which Merchant is located.
- 12.5 No Waiver. A waiver of any portion of this Agreement shall not be deemed a waiver or renunciation of other portions.
- 12.6 Survival. Rights and obligations under this Agreement which by their nature should survive will remain in effect after termination or expiration hereof.
- 12.7 Severability. In the event that any provision of this Agreement is adjudicated by any court of competent jurisdiction to be invalid, illegal, void, or unenforceable, all other provisions of this Agreement shall nevertheless remain in full force and effect.
- 12.8 Counterparts. This Agreement may be executed simultaneously in multiple counterparts, each of which is deemed an original, but all of which taken together constitute one and the same instrument. For purposes of execution and delivery, each party may rely upon the electronically imaged and emailed or faxed signature of the other party as an original document.
- 12.9 Complete Agreement. This Agreement, together with its attachments is the entire agreement between and expresses the complete understanding of the parties, superseding all prior or contemporaneous agreements, with regard to the subject matter herein and may not be altered, amended, or modified except in a writing incorporated hereto, and signed by the parties, provided, however, that AllPaid may revise the terms of this Agreement if required to comply with PTO Rules, law, or regulation and AllPaid provides notice to Merchant of such change and may modify fees per Section 3.3.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives or agents as of the date written below.

HILTON CREEK COMMUNITY SERVICES DISTRICT

ALLPAID, INC.

By: _____
 Printed Name: Steve Shipley
 Title: _____
 Date: _____

By: _____
 Printed Name: _____
 Title: _____
 Date: _____



ATTACHMENT “A” – SERVICE FEES AVAILABLE

ALL SERVICE FEES ARE NON-REFUNDABLE

Service Fee Schedule for All Payments Via Web or Gov\$wipe®
2.25%
Premium Service Fee Schedule for Operator Assisted Payments
Add \$2.25 to the above

ATTACHMENT “B” – ADDITIONAL SERVICES

General Service Terms

Merchant is responsible for advising AllPaid as to the types of payments AllPaid is authorized to accept on Merchant’s behalf (per the service fees stated in any Attachment to this Agreement). Merchant may at any time (i) authorize AllPaid to accept additional types of payments within the scope of the applicable service fees; (ii) cancel the processing through AllPaid of any types of payments; and (iii) modify the account(s) to which AllPaid shall direct payments to Merchant by specifying all such changes to AllPaid **in writing** (for purposes of this attachment, “**in writing**” means via letter, email, or facsimile). Any such changes require reasonable lead-time to implement and are subject to AllPaid acceptance and confirmation **in writing**.

Service Fees

Service Fees may be the responsibility of Payer, Merchant, or shared by Payer and Merchant. Unless Merchant advises AllPaid otherwise, Merchant will be presumed to have chosen that Payers shall be responsible for all Service Fees. If Merchant elects to pay all or any portion of the Service Fee, Merchant must so advise AllPaid **in writing**. For any Service Fees Merchant elects to pay, AllPaid will debit Merchant’s account for Merchant’s share of the Service Fee in accordance with the terms of the debit authorization form Merchant completes. Merchant must allow AllPaid 30 days to make any changes Merchant requests to the Service Fee responsibility.

Service Models

AllPaid provides an e-commerce payment solution to entities that contract to participate in the AllPaid Payment Network. Basic service policies include a system designed to be available 24 hours a day, 7 days a week, 365 days a year; access to online administrative, analytical, and reporting capabilities; and customer service support to Merchant’s Payers and staff. AllPaid will cause funds to be forwarded electronically to Merchant’s designated account(s) for all approved transactions which are accepted by Merchant within two banking days after transaction authorization, or will remit funds by check if Merchant so requests **in writing**.

Payers may make payment transactions via the Internet or by toll-free telephone. All payments are processed using the Internet regardless of their method of initiation. AllPaid makes various methods of system access available to paying parties, including integrated solutions. The following additional terms apply to Merchant’s use of selected services. By

electing to utilize such services, Merchant agrees to the following:

Gov\$wipe: If Merchant selects *Gov\$wipe*, AllPaid will provide Merchant with card readers and peripheral equipment (cables, etc.), which are and will remain the property of AllPaid. Merchant understands that AllPaid card readers are embedded with proprietary technology (“Firmware”). AllPaid grants Merchant a license to use such card readers and Firmware for the duration, and only for purposes of this Agreement. Acceptance and use of card readers does not convey to Merchant any title, patent, copyright, or other proprietary right in or to the Firmware. At all times, AllPaid or its suppliers retain all rights to the Firmware, including but not limited to updates, enhancements, and additions. Merchant shall not attempt to access or disclose the Firmware to any party, or transfer, copy, license, sublicense, modify, translate, reverse engineer, decompile, disassemble, tamper with, or create any derivative work based on the Firmware.

Merchant will use reasonable care to protect card readers from loss, theft, damage or encumbrance. AllPaid shall provide card readers and installation instructions at service implementation and when providing replacement or additional card readers by shipment to a location Merchant designates. Or, at AllPaid’s option, Merchant will allow AllPaid and its designated representatives reasonable access to Merchant’s premises for purposes of training or device installation, repair, removal, modification, upgrades, or relocation. AllPaid is solely responsible for the maintenance of its card readers and shall supply Merchant with replacements on Merchant’s request and as AllPaid deems appropriate. Upon termination of the Agreement, AllPaid may require Merchant to return card readers to AllPaid, at AllPaid’s expense and by such method as AllPaid specifies.

Merchant may request an increase or decrease in the number of card readers deployed **in writing**. Any such changes will be subject to AllPaid acknowledgment and acceptance **in writing**. AllPaid shall communicate shipping and handling procedures and any costs to Merchant in advance of taking action.

ConnexYourGov: If Merchant elects to utilize AllPaid’s *ConnexYourGov* solution, Merchant must provide AllPaid with photographs, graphics, digital assets, or digital images legally created, taken, or acquired by Merchant (collectively, “Images”) that Merchant desires AllPaid to use. All Images that

participating Merchants deliver to AllPaid become subject upon delivery to a limited license granting AllPaid a non-exclusive right to reproduce, publicly display, and distribute the Images only for purposes of this Agreement. Any other AllPaid use of Images must be with Merchant's express written permission. Images may contain copyright management information at the discretion of Merchant in the form of either (i) a copyright notice (©) and/or (ii) other copyright and ownership information embedded in the metadata or elsewhere, unless otherwise agreed to by the parties. All rights relating to the Images remain the sole and exclusive property of Merchant.

Security

If desired, AllPaid may connect with Merchant's systems in a variety of methods. Any interfaces AllPaid establishes shall be based on specifications Merchant and AllPaid mutually develop. Merchant is responsible for advising AllPaid of any system changes that may affect such interfaces prior to their implementation. A Merchant interfacing with AllPaid may receive Payer information that is subject to PCI DSS which will be the Merchant's responsibility to secure. **ALLPAID ACCEPTS NO RESPONSIBILITY FOR SECURITY OR PCI DSS COMPLIANCE WITH RESPECT TO INFORMATION THAT RESIDES ON SYSTEMS OTHER THAN THOSE CONTROLLED BY ALLPAID.**

Gov\$wipe card readers are designed to communicate Payer data to AllPaid through Merchant's computing equipment to which they are cable-attached via USB port. Internet access to AllPaid is required for *Gov\$wipe* transaction processing and is enabled solely by Merchant's computers and networks. Merchant is responsible to use standard safeguards and practices to keep its computers and networks secure and free from malicious software or hardware. **ALLPAID IS NOT LIABLE TO MERCHANT FOR EXPOSURE OF MERCHANT'S COMPUTERS OR NETWORKS TO MALICIOUS SOFTWARE OR HARDWARE OF ANY KIND.**

American Express® Card Acceptance

1. American Express Compliance. Merchant agrees to comply with all Applicable laws, rules and regulations, including the American Express Merchant Operating Guide requirements, which are incorporated into this Agreement by reference as if they were fully set forth in the Agreement. The American Express Merchant Operating Guide may be viewed at: www.americanexpress.com/merchantopguide.

2. Processing Restrictions. Merchant is prohibited from processing transactions or receiving payments on

behalf of, or (unless required by law) re-directing payments to any other party.

3. Third Party Beneficiary Rights. a. Notwithstanding anything in this Agreement to the contrary, Merchant confers on American Express the third party beneficiary rights, but not obligations, to the Merchant's Agreement and subsequent addendums (collectively the "Agreement") between Merchant and AllPaid and, as such, American Express has the express right to enforce the terms of the Agreement against the Merchant.

b. Merchant warrants that it does not hold third party beneficiary rights to any agreements between AllPaid and American Express and at no time will attempt to enforce any such agreements against American Express.

4. American Express Liability. MERCHANT ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL AMERICAN EXPRESS, ITS AFFILIATES, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO MERCHANT FOR ANY DAMAGES, LOSSES, OR COSTS INCURRED, INCLUDING INCIDENTAL, INDIRECT, SPECULATIVE, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (WHETHER BASED ON CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, FRAUD, OR OTHERWISE, OR STATUTES, REGULATIONS, OR ANY OTHER THEORY), ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.



Electronic Banking Worksheet

Agency Name/State:

Agency Contact Name:

Federal Employer Identification Number:

Bank Name:

Bank ABA (routing) #:

Bank Contact Name:

Bank Contact Phone #:

Account Name:

Account #:

Account Type:



**HILTON CREEK COMMUNITY SERVICES DISTRICT
MEMORANDUM**

TO: THE BOARD OF DIRECTORS

FROM: LORINDA BEATTY

SUBJECT: INVOICING - OUTSOURCE

DATE: DECEMBER 8, 2020

The current process for creating, preparing and mailing customer statements is time consuming and expensive. I have been in communication with Infosend, Inc. which is the company that MCWD also uses. They provide the printing and mailing of invoices to our customers at a cheaper rate allowing me to focus my time on other projects. Below is a cost comparison between current costs (underestimated) to Infosend's costs (overestimated).

Estimated Mail Pieces 310						
HCCSD Current Costs						
Lorinda's Approx Hours	5	30.00	150.00	(Printing, folding, stuffing, applying postage)		
Postage	310	0.50	155.00			
				Deluxe Bulk Printed Supplies		
				Quantity	Rate	Cost per paper unit
Invoices	310	0.310796	96.35	2500	776.99	0.310796
Reply Env.	310	0.124396	38.56	2500	310.99	0.124396
Dual Window Env.	310	0.121596	37.69	2500	303.99	0.121596
Perforation	310	0.002396	0.74	2500	5.99	0.002396
Total Cost Every other month			478.35			
<i>Does not include Printer wear and toner costs.</i>						
Infosend, Inc.						
Approximate Units	310					
Cost Per Unit	1.25					
Total Cost Every Other Month	387.50					
Other Fees - Infosend						
One Time set up Fee	495					
Postage Deposit	135					
	630					

REQUESTED ACTION: Approve utilizing Infosend, Inc. services for statement processing and mailing.

InfoSend Master Service Agreement

This Master Service Agreement (“**Agreement**”) is entered into by and between **Hilton Creek Community Service District, CA**, a corporation, having its main office at **3222 Crowley Lake Drive, Crowley Lake, CA 93546** (“**Client**”) and **InfoSend, Inc.**, a California Corporation, having its main office at 4240 E. La Palma Avenue, Anaheim, California 92807 (“**InfoSend**”). Client and InfoSend are collectively referred to herein as the “parties” and individually as a “party.”

In consideration of the mutual promises and upon the terms and conditions set forth below, the parties agree as follows:

1 Definitions

For the purposes of this Agreement, the following terms and words shall have the meaning ascribed to them, unless the context clearly indicates otherwise.

1.1 “Agreement” shall refer to this Agreement, as amended from time to time, which shall constitute an authorization for the term of this Agreement for InfoSend to provide the Services, described herein, to the Client.

1.2 “User(s)” shall mean a customer or employee of Client accessing InfoSend hosted applications via the Internet. Users of the System will agree to accept all the terms and conditions herein, and may be issued a unique User ID and/or password by InfoSend or Client.

1.3 “Effective Date” shall be the date upon which this Agreement is fully executed by all parties.

1.4 “Services” shall include the performance of the Services outlined in Section 2 and detailed in Exhibits A and C of this Agreement.

1.5 “System” shall include all InfoSend hosted data and software applications.

2 Services Provided by InfoSend

2.1 Scope of Services

Subject to the terms and conditions of this Agreement, InfoSend shall provide to Client, and Client shall purchase from InfoSend, the services listed in Exhibit A (“Scope of Primary Services”) to this Agreement at the price set forth in Exhibit B (“InfoSend Fees”). In the event Client requires other consulting, installation, development and/or customization services, InfoSend shall perform and Client shall purchase such services in accordance with the provisions of Exhibit C (“Professional Services”) of this Agreement.

2.2 Professionalism

InfoSend and Client shall operate in a professional manner under this Agreement: in providing and receiving Services

under this Agreement, the parties will perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession under similar circumstances.

2.3 Time of the Essence

InfoSend and Client acknowledge and agree that time is of the essence for the completion of the Services to be performed and each party’s respective obligations under this Agreement.

3 License Grant and Restrictions

3.1 Grant of License

InfoSend agrees to provide to Users the right to use software and the provision of Services, but in all cases only in full and complete compliance with all of the terms and conditions of this Agreement. Subject to the terms of this Agreement, InfoSend hereby grants, and Client hereby accepts, for the Term (as defined herein) of this Agreement, a non-exclusive, non-transferable license to access and use and to permit its Users to access and use the System via the Internet (the “License”).

3.2 License Restrictions

Client hereby agrees not to: (i) reproduce, download, modify, create derivative works from, distribute, or attempt to reverse engineer, decompile, disassemble, or access the source or object code for, the System; (ii) use the System, or any component thereof, in any manner contrary to applicable laws or government regulations; or (iii) otherwise affect or attempt to enable the unauthorized use (with or without User ID and/or password) of the System.

4 Privacy and Security

4.1 Regulatory Compliance

InfoSend will maintain compliance with required Payment Card Industry (PCI) Data Security Standards and Cardholder Information Security Standards, applicable rules and regulations of the Health Insurance Portability

and Accountability Act (HIPAA), and applicable sections of the Gramm-Leach-Bliley Act of 1999.

5 Term & Termination

5.1 Term

The initial term of this Agreement shall commence on the effective date of this Agreement and continue for a period of three (3) years (“Initial Term”) from the effective date. This Agreement will automatically renew for successive two (2) year periods (“Renewal Terms”) unless either Client or InfoSend provides the other party with at least sixty (60) days’ written notice prior to the end of the current term indicating that such party elects not to automatically renew the term of this Agreement. The party giving non-renewal notice may indicate if it prefers for the contract to be terminated at the end of the current term or to continue on a month-to-month basis, if mutually agreeable to both parties.

5.2 Termination for Cause

This Agreement may be terminated for cause as follows:

(i) Material Breach

A material breach of this Agreement by either party shall be cured within thirty (30) days after a party notifies the other of such breach. For those breaches which cannot reasonably be cured within thirty (30) days, the breaching party shall promptly commence curing such breach and thereafter proceed with all due diligence to substantially cure such breach (the “Cure Period”). In the event that such material breach has not been cured within the Cure Period, the non-breaching party may terminate this Agreement in its entirety, or as it pertains to a particular Product, Deliverable, Service or Professional Service, by providing the other party with thirty (30) days’ written notice as of a date specified in such notice.

(ii) Failure to Pay

After sixty (60) days of nonpayment on undisputed invoices, InfoSend may, at InfoSend’s option, terminate this Agreement in its entirety or as it pertains to a particular Product, Deliverable, Service or Professional Service, by giving written notice to Client, as of a date specified in such termination notice, pursuant to Section 6.3.

(iii) Insolvency or Bankruptcy

In the event that either party becomes or is declared insolvent or bankrupt, is the subject of any proceedings related to its liquidation, insolvency or

for the appointment of a receiver or similar officer for it, makes an assignment for the benefit of all or substantially all of its creditors, or enters into an agreement for the composition, extension or readjustment of all or substantially all of its obligations, then the other party hereto may, by giving written notice thereof to such party, terminate this Agreement as of the date specified in such notice of termination.

5.3 Upon Termination

Upon termination of this Agreement, the parties agree to cooperate with one another to ensure that all accounts receivable are accounted for. Upon termination, InfoSend shall cease all Services provided hereunder, unless otherwise directed by the Client in writing and assuming all client fees remain current. Upon termination, Client will promptly pay to InfoSend any and all charges due, including but not limited to payables that are due pursuant to this Agreement, accrued finance charges, and the Discontinuance Fee set forth below, where applicable.

5.4 Discontinuance Fee

The parties have mutually agreed upon the Fees for the Services to be provided hereunder based upon volumes Client has represented in Exhibit B, Section 2 and the Term of this Agreement. Because of the difficulty in ascertaining the actual damages to InfoSend that would result from a premature termination of the Agreement, Client agrees to pay a discontinuance fee to InfoSend in the event that (i) Client terminates the Agreement without cause prior to the expiration of the then-current term; or (ii) the Agreement is terminated due to a breach by Client prior to the expiration of the then-current term.

The discontinuance fee will be equal to two (2) months of the Client’s average monthly billing for the previous six (6) months of Service (excluding any postage charges and professional services fees that were invoiced in that time period). Client agrees to pay the discontinuance fee prior to the effective date of such termination and in addition to all other payables then due and owing to InfoSend.

5.5 Force Majeure

Neither party shall be liable, or deemed to be in default, to the other for any failure or delay in performing an obligation under this Agreement to the extent that its performance is delayed, impaired or rendered impossible by an event beyond its control (“Force Majeure Event”) such as natural disasters, war, terrorist acts, riots, labor strikes, civil disturbances, extra-ordinary losses of utilities (including telecommunications services), computer

“hacker” attacks on internet infrastructure, regulatory restrictions, change in law or regulation or other acts of government authority, including civil and military authorities and courts, fuel or energy shortages, transportation stoppages or slowdowns, the inability to procure parts or raw materials, and/or acts or omissions of common carrier. These causes will not excuse Client from paying previously accrued payables due to InfoSend through any available lawful means acceptable to InfoSend.

To Client:

C/O (Department): _____
Address: _____

To InfoSend:

C/O: President
Address: 4240 E. La Palma Avenue
Anaheim, CA 92807

6 Invoicing and Payments

6.1 Invoicing

InfoSend will invoice Client monthly and Client will pay InfoSend the fees described in and/or computed in accordance with **Exhibit B (InfoSend Fees)**. Client payment of these invoices is due upon receipt in U.S. dollars and shall be paid NET 30 unless expressly agreed to by InfoSend.

6.2 Dispute of Invoice

Should Client dispute any invoices, it must do so within ninety (90) days of the invoice date or any dispute shall be deemed waived.

6.3 Late Payments

InfoSend may elect to assess finance charges on any or all undisputed invoices that become past due at a rate of 1.5% per month.

The recurring nature of InfoSend’s Services result in a rapid rise in financial loss to InfoSend if a Client’s accounts payable process is delayed, particularly when InfoSend is invoicing Client for postage charges. Therefore, InfoSend reserves the right to suspend Services until payments are brought current if past due account balances cannot be collected from Client. InfoSend’s Accounting staff will notify Client in writing before Services are suspended and give Client an opportunity to bring the account current before Services are put on hold. Should a hold be instigated, it will immediately be removed once the account is brought current.

7 Communications

7.1 Notices

Any notice hereunder must be in writing and sent by overnight courier service (such as FedEx or UPS), or USPS certified mail, all with delivery signature requested, to the other party hereto at the respective address set forth below:

Notice shall be deemed to have been given and received one (1) business day after being sent via overnight courier service, or three (3) business days after being mailed by USPS certified mail. Each party may update its address or email address by providing written notice to the other party of such change in accordance with this section.

8 Confidentiality & Intellectual Property

8.1 Confidentiality

All information and data relating to Client’s business, as well as all User information, submitted by Client to InfoSend under this Agreement shall be treated as confidential by InfoSend and shall not, except as required to perform the Services under this Agreement or otherwise required by law, be disclosed to any third party by InfoSend without Client’s written consent. InfoSend shall promptly notify Client should InfoSend be served with a summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, requests for admission, or other discovery request or court order (a “Request to Disclose”) from any third party regarding this Agreement, the Services performed under this Agreement, and/or seeking such information or data. Client shall be responsible to timely make appropriate objections to any Request to Disclose.

Client will not disclose to any third party or use for any purpose inconsistent with this Agreement any confidential or proprietary non-public information it obtains during the term of this Agreement about InfoSend’s business (the “Confidential Information”), which Confidential Information shall include InfoSend’s operations, financial condition, technology, systems, suppliers, clients or prospective clients, marketing data, plans, pricing, and models, or personnel, unless required by applicable law. Client will ensure that its employees and agents similarly abide by the requirements hereof. Client will promptly notify InfoSend of its receipt of a Request to Disclose and Confidential Information, and

InfoSend shall be responsible to timely make appropriate objections thereto.

InfoSend, and its licensors, where applicable, owns all rights, title and interest, including all related Intellectual Property Rights, in and to InfoSend technology, the content and the Services. The InfoSend name, the InfoSend logo, and the product names associated with the Service are trademarks of InfoSend or third parties, and no right or license is granted to use them.

9 Representations & Warranties

9.1 InfoSend Representations and Warranties

InfoSend represents and warrants that it has the legal power and authority to enter into this Agreement and that Services will be provided in a professional and workmanlike manner.

InfoSend warrants that the Services will materially perform the functions that the Client has selected under normal use and circumstances and that InfoSend shall use commercially reasonable measures to protect Client Data to the extent that it retains such data in the operation of the Services. Provided that Client gives InfoSend written notice of failure to meet the foregoing warranty within sixty (60) days following delivery of any Services, or as otherwise specified in a Statement of Work ("SOW"), InfoSend warrants that it will use commercially reasonable efforts to correct any Services that fail to comply with the foregoing warranty. If there is no notice by Client within sixty (60) days following delivery of any Services, or as otherwise specified in a Statement of Work ("SOW"), it shall be deemed Client has accepted the Services and waived any claims to the otherwise.

9.2 Client Representations and Warranties

Client represents and warrants that it has the legal power and authority to enter into this Agreement and provide to InfoSend all information and data necessary for InfoSend to perform the Services. Client further warrants that it will comply with all laws, regulations, and compliance requirements applicable to Client's and User's activities covered by this Agreement.

9.3 Warranty Disclaimer

Except as expressly set forth in Section 9.1 above, InfoSend disclaims all other representations or warranties, express or implied, made to Client or any other party, including without limitation, any warranties regarding quality, suitability, merchantability, fitness, for a particular purpose or otherwise of any services or any good provided

incidental to the Services provided under this Agreement, to the extent permitted by applicable law.

InfoSend and its licensors and payment processors do not represent or warrant that (i) the use of the Services will be uninterrupted or error-free, or operate in combination with any other hardware, software, system or data; or (ii) the Services will not delay in processing or paying to the extent such delay is caused by things outside the control of InfoSend. Services may be subject to the limitations, delays, and other problems inherent in the use of the Internet and electronic communications. InfoSend is not responsible for any delays, delivery failures, or other damage resulting from such problems.

In performing the Services, InfoSend is responsible for producing for print or online display the content that Client provides to InfoSend. InfoSend is not responsible for reviewing the content for spelling or typos, nor is InfoSend responsible for verifying the accuracy or legality of the content. It is Client's sole responsibility to verify that the content that InfoSend's applications will produce on Client's behalf is appropriate for distribution.

9.4 Inbound Communication Services Disclaimer

InfoSend Inbound Communication services are intended to receive communications and data from clients to facilitate the performance of InfoSend Services. While the inbound services have been created with the best available tools and practices, they are dependent on infrastructure that is inherently not fail-proof, including but not limited to infrastructure such as United States Postal Service ("USPS") delivery standards, software, computer hardware, network services, telephone and SMS services, and email. Examples of situations that could cause failure include but are not limited to: USPS failure to deliver, down phone lines, all lines busy, equipment failure, email address changes, and Internet service disruptions. Client acknowledges that it is aware of the potential hazards associated with using such infrastructure and will be responsible for ensuring InfoSend is in receipt of any communication or data destined for InfoSend. Client releases InfoSend from any and all liability that results from an unsuccessful communication or data transfer to InfoSend, one which does not produce a confirmation receipt from InfoSend.

9.5 Outbound Services Disclaimer

InfoSend Outbound Communication services are intended to create additional methods of communication for clients in support of existing processes. These services are not intended to replace all interaction with clients' end users

or employees. While the outbound services have been created with the best available tools and practices, they are dependent on infrastructure that is inherently not fail-proof, including but not limited to infrastructure such as United States Postal Service (“USPS”) delivery standards, software, computer hardware, network services, telephone and SMS services, and email. Examples of situations that could cause failure include but are not limited to: USPS failure to deliver, down phone lines, all lines busy, equipment failure, email address changes, and Internet service disruptions. For this reason, while outbound services are valuable in providing enhanced communication, they are specifically not designed to be used as the sole method to deliver critical messages. Client acknowledges that Client is aware of the potential hazards associated with relying on an automated outbound service feature when using InfoSend services. Client agrees that it is giving up in advance any right to make any claim against InfoSend, and that Client forever releases InfoSend from any and all liability caused by (a) any failed USPS delivery; (b) any failed email delivery; (c) any failed SMS or call attempts (including excess of calls over and above network or system capacity), incomplete calls, or any busy-outs; or (d) any failure to transmit, obtain or collect data from callers or for human and machine errors, faulty or erroneous input, inarticulate caller communication, caller delays or call lengths exceeding estimated call lengths or omissions, delays and losses in connection with the Services provided hereunder. Such release shall include instances where Client, Client’s employees, or Client’s end user suffer injury or damage due to the failure of outbound services to operate, even though InfoSend may know or suspect what or how extensive those injuries or damages might be, unless such losses were directly attributable to InfoSend’s gross negligence or willful misconduct.

10 Insurance

10.1 InfoSend’s Insurance Provisions

InfoSend will maintain the following minimum insurance levels during the Initial Term of this Agreement and any Renewal Terms:

- Commercial General Liability coverage in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate.
- Automobile Liability Insurance coverage in the amount \$1,000,000.00 per occurrence.
- Umbrella Liability Insurance in the amount of \$5,000,000.00 per occurrence and in aggregate.

- Worker’s Compensation Insurance with at least the minimum coverage amounts required by law.
- Errors & Omissions Insurance with a \$5,000,000.00 coverage limit.

11. Indemnification & Limitation of Liability

11.1 Indemnification

InfoSend is a service provider. As such, Client acknowledges that data processing involves the risk of human and machine errors and that InfoSend shall not be liable for any errors, omissions, delays or losses.

InfoSend will not be responsible for actions, omissions or delays to Services resulting from incomplete, late or faulty data and/or instructions transmitted by Client. No damages shall be assessed against InfoSend when any delay or breach on InfoSend’s part is caused by failure of Client to perform Client’s responsibilities or any other reason beyond the control of InfoSend, including, without limitation, (a) failures or limitations on the availability of third-party telecommunications or other transmission facilities; (b) Client failure to maintain security or confidentiality of data or access credentials; (c) violation of the applicable terms of this Agreement or any applicable laws, regulations or industry standards.

11.2 Limitation of Liability

In no event shall InfoSend be liable for indirect, special or consequential damages even if InfoSend has been advised of the possibility of such potential claim, loss or damage. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies.

12 General

12.1 Independent Contractor

Client and InfoSend agree and understand that the relationship between both parties is that of an independent contractor. No joint venture, partnership, employment or agency relationship exists between Client and InfoSend as a result of this Agreement or use of the Service.

12.2 Governing Law

This Agreement shall be governed by the substantive laws of the state of California without regard to the choice or conflicts of law provisions of any jurisdiction.

12.3 Amendment of Agreement

Modifications or changes to this Agreement must be in writing and executed by the parties.

12.4 Severability

If a word, sentence or paragraph herein shall be declared illegal, unenforceable, or unconstitutional, the said word, sentence or paragraph shall be severed from this Agreement, and this Agreement shall be read as if said word, sentence or paragraph did not exist.

12.5 Assignment

This Agreement may not be assigned by either party without the prior written approval of the other party, unless it is being assigned to (i) a parent or wholly owned subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

12.6 Immigration Laws

For Services performed within the United States, InfoSend will assign only personnel who are legally authorized to work in the United States. InfoSend represents and warrants that it complies with all applicable immigration laws with respect to the personnel assigned to Client.

12.7 Survival

All of the terms of this Agreement which by their nature extend beyond the expiration or termination of the Agreement, including but not limited to indemnification obligations, confidentiality obligations and limitations of liability, shall survive expiration or termination of the Agreement and remain in full force and effect.

12.8 Attachments

The following documents are attached hereto as Exhibits, and are incorporated by reference in their entirety:

Exhibit A: Scope of Primary Services

Exhibit B: InfoSend Fees

Exhibit C: Professional Services

12.9 Cooperative Agreement (“Piggybacking”)

The parties agree that InfoSend may offer the prices, terms and conditions offered herein to other government agencies that wish to participate in a cooperative purchase program with Client. InfoSend will review these requests from other government agencies on a case-by-case basis to decide whether this Agreement can be extended to the new agency. At minimum, the following requirements must be met for the prices in this Agreement to be extended to the new agency:

- The new agency must require similar types of service for similar document types (i.e., statements, late notices);
- The monthly document volume that InfoSend will produce must be similar, or at a minimum, acceptable;
- The new agency must agree to use InfoSend’s standard materials; and,
- The prices in this Agreement must still be profitable.

If the above conditions are not met then InfoSend will provide the new agency with revised pricing that it can elect to accept if it moves forward with the cooperative purchase program. Other agencies will be responsible for entering into separate Agreements with the contract and for all payments thereunder made directly to InfoSend. InfoSend reserves the right not to extend this Agreement’s terms in whole or in part to other agencies for any reason.

[SIGNATURE PAGE FOLLOWS]

Agreement is entered into by and between:

Client:

By: _____

Name: _____

Title: _____

Date: _____

InfoSend:

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A - Scope of InfoSend Primary Services

This Exhibit A is an integral part of and is subject to the terms and conditions of the Master Service Agreement (the “**Agreement**”) between InfoSend, Inc. (“**InfoSend**”) and **Hilton Creek Community Service District, CA**, (“**Client**”). This Exhibit A provides the Services which InfoSend shall deliver to Client to permit Client’s customers (“**Users**”) to use the products and services to view and pay their bills. To the extent that any term is not expressly defined herein, it shall have the meaning set forth in the Agreement.

Client will select one or more of InfoSend’s Primary Services from the list below by checking the box next to the Primary Service name. Any Primary Services not selected prior to the execution of this Agreement can be added at a later date via an Agreement Amendment.

<input checked="" type="checkbox"/>	Data Processing, Printing and Mailing Service (“DPPM Service”): During the term of this Agreement, InfoSend will provide data processing, printing and mailing services. The Service consists of processing data, printing documents, mail preparation, applying postage (where applicable) and sending via the United States Postal Service. Document types include but are not limited to bills, postcards and letters.
<input type="checkbox"/>	eBusiness Services (the “eBusiness Services”): During the term of this Agreement InfoSend will provide eBusiness Services. These services can include presenting bills online and/or accepting and reporting payment transaction information to facilitate ACH and/or credit card payments via web, Interactive-Voice-Response (IVR), SMS, or Bank Billpay (e-Lockbox).

Section 1. Data Processing, Printing and Mailing (DPPM) Service Description

A. Data Transfer and Processing

- Client to transmit data to InfoSend in an agreed upon format. Should Client make changes to data file format after initial setup is complete, it agrees to pay for the professional services required to accommodate the new file format. See Exhibit C – Professional Services – for information on initial setup and ongoing programming changes.
- Client will monitor transfer confirmation emails to ensure InfoSend is in receipt of the data. Client acknowledges that InfoSend will not be responsible or liable for any transferred data which does not result in a confirmation receipt to Client.
- A File Transfer Report will be emailed to the Client representatives who have opted-in to this email. A copy of this report is also available to download from the InfoSend website.
- Client will have access to an online Job Tracking application that shows the progress of each file as it is processed and becomes a batch of documents to be printed and mailed. Client can see both the original input file name and the InfoSend-assigned “Job Code”.
- InfoSend will process the mailing addresses and perform the following functions:
 - Apply CASS-certified address validation
 - Comply with USPS requirements to obtain pre-sort automation rates for qualified client mail pieces
 - Stay current with all USPS regulations required to mail presorted first-class mail
- InfoSend will optionally provide proofs of the final print-ready PDF files to Client to be reviewed and approved before printing begins (if requested).

B. Document Printing and Mailing

- Batches are printed by InfoSend using a high-speed production process onto the agreed upon forms.
- Printed documents are put through a quality control process and then released to the mailing department to be inserted into outgoing envelope. A return envelope and any applicable inserts are included as defined by client workflow.
- After a batch of mail is completed in InfoSend’s system it will be marked as such in the online Job Tracker and a Process Confirmation Report will be emailed to the Client representatives who have opted-in to this email. A copy of this report is also available to download from the InfoSend website.

Section 2. eBusiness Service Description

A. General System Description

- **Mobile-Ready Customer Engagement:** all products are mobile compatible out of the box, with no app store downloads required of customers. Powered by InfoSend's CCM platform, customer specific messaging and payment reminders are delivered electronically.
- **Multi-Channel Payment Collection:** InfoSend's payment platform will consolidate web, telephone, SMS, CSR, in-person EMV and bank payments into a single lockbox file.

- One-Time and Automatic Payments: allow customers to quickly make a one-time payment, as well as sign up to have their payment account auto debited with each billing cycle.
- Bill Notification and Presentment: notify customers via email when a new bill is available, and securely deliver exact replica of printed document to customers inbox or show online via the secure portal.
- Interactive Voice Response (IVR): accept customer payments via automated phone service with InfoSend-hosted phone number, enabling client phone systems to redirect customers with ease.
- SMS Text-to-Pay: enrolled customers may opt in to receive text notifications of new bills, and reply to have the registered payment method drafted for the amount due, speeding up the time to payment.
- Bank Payments (MasterCard RPPS): InfoSend can collect payments made via the customer bank and include them within the lockbox file.
- PCI-Compliant Cloud Based Solution: electronic billing and payment related products hosted in the cloud by InfoSend in a secure PCI-Level 1 compliant environment.

B. Data Transfer and Processing

- Client to transmit data to InfoSend in an agreed upon format, using the Data Transfer and Processing workflow described in Section 1.
- Client acknowledges that InfoSend will not be responsible or liable for any transferred data which does not result in a confirmation receipt to Client.
- If the Client is not using InfoSend's DPPM Service, USPS address workflow will not be applied.
- Data loaded into the eBusiness system is used to facilitate accurate payments via Web, IVR, SMS or Bank BillPay.

C. Customer Enrollment and Bill Notification

- Data loaded into the system will be used to facilitate customer enrollment, using two pieces of information specific to the customer bill.
- For enrolled customers, system will send a notification of the new bill available via email.
- For enrolled customers who have opted in, system will send an SMS alert.
- For customers using the IVR system, bill information will be dictated by text to voice.
- For customers paying via Bank BillPay, the account number can be validated by the system prior to accepting payment.
- The system may optionally be configured to display a PDF replica of the bill image.

D. Customer Payment and Reporting

- Customers can make payment via Web, SMS, IVR or Bank BillPay, depending on channels which Client has requested InfoSend setup.
- Payments can be configured to allow Users to pay by bank account and/or credit/debit card.
- All payments will be reported in a standard daily "lockbox" file.

Exhibit B - InfoSend Fees

This Exhibit B is an integral part of and is subject to the terms and conditions of the Master Service Agreement (the “**Agreement**”) between InfoSend, Inc. (“**InfoSend**”) and **Hilton Creek Community Service District, CA**, (“**Client**”). This Exhibit B provides the Fees which InfoSend shall bill to Client in exchange for Services. To the extent that any term is not expressly defined herein, it shall have the meaning set forth in the Agreement.

Section 1. Price Escalations to InfoSend Fees

InfoSend Fees can be adjusted once every twelve (12) months to account for increases in the cost of materials, labor, and other overhead costs. InfoSend reserves the right to increase InfoSend Fees on a yearly basis (starting with the first anniversary of the Agreement date). The Client will be notified, in writing, at least thirty (30) days prior to such price increase. An amendment to the Agreement will not be required if the Fees are changed, unless the terms or conditions of the Agreement have otherwise changed. Postage fees can change at any time per USPS regulations and do not require an amendment to the Agreement.

In addition to this, if Client uses the Printing and Mailing Service, it accepts that InfoSend reserves the right to pass on any extraordinarily high increases to the cost of forms or envelopes at any time. The Client will be notified, in writing, at least thirty (30) days prior to such price increase.

InfoSend pricing is predicated on Client representations of Client and Client User transactional usage. Should Client’s actual continuous volume and/or recurring frequency deviate by more than thirty percent (30%) from what Client has represented to InfoSend in Section 2 below, then InfoSend reserves the right to invalidate the Fees listed in this Agreement. Should this rare situation arise then InfoSend will notify Client immediately and negotiate with Client in good faith to pass on any increased costs to Client, in line with actual Client and Client User transactional usage. Should InfoSend and Client fail to agree upon updated Fees, InfoSend reserves the right to terminate this Agreement with one hundred and eighty (180) days’ notice.

Section 2. Client Representations

Client Volume Representations
<u>Customers Contacted or Billed Monthly</u> -Printed Approximately: 175
<u>Number of Batches Monthly</u> Approximately 2 (two)

Section 3. DPPM Fees:

InfoSend Data Processing, Print and Mail Pricing

Document Production Summary	
All Document Types One 8.5” x 11” page, up to four color duplex (4/4), including InfoSend standard envelopes. Pricing reflects and estimated volume of 175 documents a month, with an approximate 2 billing runs per month.	\$0.75 per document

Finished mail pieces are delivered to the USPS **within one (1) business day**. If samples (proofs) are requested then the mailing will be completed within one day of sample approval. File upload deadline for next-day mailing is 3:00PM local time at the production facility designated for your account. If samples are required then they must be approved by 5:30PM local time for the file to be mailed by the next business day.

The below provides the components of the summary price given above. All pricing is based on "Client Volume Assumptions" listed below and excludes applicable sales tax.

Data Processing	
Setup Fee - Express PDF Input Files	\$495.00
Setup Fee – Data Only Input Files	\$1495.00
Document Re-Design Fee	\$0.00
Data Processing Fee (per document)	\$0.03

Printing and Mailing Service	
All Document Types Print Fee per Page up to 4/4 Ink	\$0.65
USPS Postage	Pass-through A postage deposit will be required prior to starting service.
Inline Insert Print Fee	\$0.30 Black printing \$0.40 Color printing
Batch Fee (per mailing batch under 200 mail pieces)	\$10.00
Excess Pages Handwork Surcharge (per mail piece)	\$0.35
Address Updates	\$0.35 NCOA \$0.35 ACS

Materials	
Standard Paper Stock (per sheet)	\$0.02
Standard Outgoing #10 Envelope	\$0.03
Standard Return #9 Envelope	\$0.02
Outgoing Flat Envelope – used for mail pieces with excess pages	\$0.17

Insert Services	
InfoSend Produced	Quoted based on specification
Envelope Messaging (Snipes)	Quoted based on specification
Electronic Inserts	\$0.02
Inserting Fee	\$0.02 per insert

Optional Document Services	
Print Image Archiving (Per Document Image), with included USPS mail tracking	\$0.02 - For 12 Months of Retention \$0.03 - For 24 Months of Retention \$0.04 - For 36 Months of Retention
Print Image Archive API Monthly Support Fee	\$100.00
Professional Services Rate (per hour)	\$175
Returned Mail Handling	\$0.35 per reported returned mail piece
Remit Tracking	\$100 monthly support fee

Section 3.1. Custom Forms/Envelopes

If Client has selected the Printing and Mailing Service and at any time requests that InfoSend Fees include the cost of custom Client-specific materials (either in this Agreement or since its execution), then Client understands and accepts that these materials will be purchased in bulk to achieve the lowest possible per-unit cost. Client agrees to purchase any remaining supplies of requested custom materials (normally forms or envelopes) if Client stops using InfoSend's Service for any reason. Client agrees to purchase the remaining supply of custom forms/envelopes upon Client's request to change the custom forms/envelopes before the supply has been depleted.

Section 3.2. USPS Postage Rates

Postage rates are determined by the United States Postal Service. All postage rate changes are determined directly by USPS and are independent of any InfoSend service or materials fees. In no event shall any change in the postage rates affect the InfoSend service or materials fees. The Client will be invoiced the amount of excess for overweight and foreign mail.

Section 3.3. Postage Deposit

InfoSend purchases the postage needed to mail Client documents on the day of mailing. The postage charges are later invoiced to Client based on the Client's payment terms. InfoSend requires Client to submit a postage deposit prior to the first mailing to facilitate the payment terms. This amount will remain in deposit for the duration of the Agreement. Upon Agreement expiration or termination Client must pay in full any outstanding invoices from InfoSend for payables created under this Agreement; the postage deposit will be refunded within fifteen (15) days of the date that the last open invoice is paid.

The postage deposit is subject to an annual review and may be adjusted to account for changes to Client average mailing volume or changes to USPS postage rates. There will be no more than one adjustment requested per year, if at all.

The postage deposit amount is calculated by multiplying the estimated number of mail pieces per month by the current 5-Digit pre-sorted first class postage rate, then multiplied by a two (2) month period which is the standard amount of time InfoSend carries the postage prior to reimbursement. The postage deposit amount due for your account is:

175 mail pieces per month x \$0.389 x 2 = \$136.15

Section 4. eBusiness Service Fees:

Not applicable.

Section 5. Implementation Project Cost Subsidization:

InfoSend's internal costs to complete the project is higher than the Setup fees given. InfoSend has subsidized these fees by factoring in years of service given the term of the Agreement. Should Client cancel the project or terminate the Agreement at its convenience less than one (1) year from the Effective Date then it must pay according to the below:

- **DPPM Setup Fee:** No charge for Express PDF Setup Input files or \$2,500 for Data-Only Input Files
- **EBPP Setup Fee:** 100% of Setup fees quoted or listed as "Waived" in the pricing exhibit.

Exhibit C – Professional Services

This Exhibit C is an integral part of and is subject to the terms and conditions of the Master Service Agreement (the “**Agreement**”) between InfoSend, Inc. (“**InfoSend**”) and **Hilton Creek Community Service District, CA** (“**Client**”). This Exhibit C provides InfoSend’s Professional Services Fees which InfoSend shall bill to Client in exchange for Professional Services. To the extent that any term is not expressly defined herein, it shall have the meaning set forth in the Agreement.

Section 1. Price Escalations to InfoSend Professional Services Fees

InfoSend Professional Services Fees can be adjusted once every twelve (12) months to account for increases to the cost of providing these services. InfoSend reserves the right to increase Professional Services Fees on an annual basis, starting with the first anniversary of the Agreement date, if needed. The Client will be notified, in writing, at least thirty (30) days prior to such price increase. An amendment to the Agreement will not be required if the Professional Services Fees are changed, unless the terms or conditions of the Agreement have changed.

Section 2. Definition of Professional Services

InfoSend Professional Services are the technical services that are required to perform the initial setup of the InfoSend Primary Services defined in Exhibit A and the technical services required to make changes to these Primary Services after the initial setup is complete. Once any Primary Service is live and operational Professional Services will not be required unless Client requests a change or makes changes to its data file format or business rules which necessitates a change to InfoSend’s system configuration or programming. Examples of InfoSend Professional Services:

- Project requirements gathering and analysis hours
- Project management and/or consulting hours
- Software development and system configuration hours related to the processing of Client’s data
- Software development and system configuration hours related to document design, web portal setup, business rule configuration, or any other applicable technical services
- Application testing and deployment hours

Section 3. Professional Services Fee and Process for Approval and Payment of Fee

The current Professional Services Fee is \$175.00 per hour. In the event that a project will incur billable Professional Services hours, Client will be informed before work begins. InfoSend and Client will execute a Statement of Work for the project that Client wants InfoSend to undertake. The payment terms for the project depend on the size and scope of the project. The Statement of Work can include payment terms that are different than the terms listed in this Agreement for InfoSend Fees, otherwise these terms will apply and the project fees will be invoiced upon project completion. Small projects that incur less than five (5) hours of Professional Services can be initiated without a Statement of Work if Client accepts and executes a Programming Quote for this work.

Any project that will take more than five (5) hours of Professional Services work will require both parties to execute a formal Statement of Work. Depending on the nature of the work required, InfoSend will provide one of the following quotation methods:

- **Fixed Quote** – a fixed project cost will be set. InfoSend may elect to waive this cost in some circumstances. Client understands and accepts that it must accept the terms and conditions of the Statement of Work for the project and that changes made to the project requirements, data file structure, etc., after the Statement of Work and any amendments to it have been finalized will require Client to pay for these changes on a Time and Materials basis. Client will be notified immediately if this scenario arises and will be given an option to keep the original project specifications to keep the fixed quote in place.
- **Time and Materials Quote** – should it not be possible to provide a fixed quote due to the nature of a Client’s requested project, then InfoSend will provide an estimated number of hours to complete the project and bill the hours on a Time and Materials basis. The Statement of Work will include the terms and conditions for these project types and Client will be invoiced weekly for the hours spent on the project.

Section 4. Initial Setup Cost: InfoSend Primary Services

The Initial Setup cost for the InfoSend Primary Services selected in Exhibit A are listed in Exhibit B. These costs have been provided using a Fixed Quote process, explained in Section 3 above. Client understands and agrees to these terms, and to the project-specific terms and conditions that will be provided in the Statement of Work that will be created to capture Client’s specific requirements and data types.

**HILTON CREEK COMMUNITY SERVICES DISTRICT
REGULAR BOARD MEETING
November 10, 2020
5:00 P.M.**

Minutes

1. Steve Shipley called the meeting to order at 5:04 p.m.

A. ROLL CALL

Members Present: Cindy Adamson, Isabel Connolly, Steve Shipley and Windsor Czeschin

Members Absent: Garrett Higerd joined the meeting at 5:11 p.m.

Staff Present: Kyle Burnett, Lorinda Beatty

2. ADDITIONS TO AGENDA

None

3. PUBLIC COMMENT

None at the time of request; however, Dave Richman made public comments during the meeting on items 8.B. and 11 which will be incorporated in the minutes for that section.

4. FINANCIAL OFFICER/SECRETARY OF THE BOARD REPORTS

A. Consideration & Approval of Disbursements List for October 2020

1. Disbursements and Checks 8079-8091

2. One-signor Checks 8092-8096

B. Review & Acceptance of Monthly Financial Reports

1. Account Balances – All Funds

2. Budget Report: YTD Actual to Budget Report

3. Southern California Edison Report

Motion: To approve the Disbursements and Financial Reports of October 2020 noting that one-signor checks 8092-8095 have two signatures and will be issued on November 12, 2020 for payroll.

Moved by Ms. Adamson, Second by Ms. Czeschin

Ms. Adamson
Aye

Ms. Connolly
Aye

Ms. Czeschin
Aye

Mr. Higerd
Absent

Mr. Shipley
Aye

5. APPROVAL OF MINUTES - Regular Board Meeting of October 13, 2020
There were no questions or comments

Motion: To approve the minutes of the Regular Board Meeting of October 13, 2020.

Moved by Ms. Adamson, Second by Ms. Connolly

Ms. Adamson	Ms. Connolly	Ms. Czeschin	Mr. Higerd	Mr. Shipley
Aye	Aye	Abstain	Absent	Aye

6. ADOPT RESOLUTION 2020-10 ADDITIONAL COMPENSATION BENEFIT TO MEMBERS OF THE BOARD OF DIRECTORS

Motion: To adopt Resolution 2020-10 Additional Compensation Benefit to Members of the Board of Directors as presented

Moved by Ms. Connolly, Second by Ms. Adamson

Ms. Adamson	Ms. Connolly	Ms. Czeschin	Mr. Higerd	Mr. Shipley
Aye	Aye	Aye	Absent	Aye

7. ADOPT RESOLUTION 2020-11 AMENDMENT TO THE GENERAL MANAGER'S EMPLOYMENT AGREEMENT

Motion: To adopt Resolution 2020-11 Amendment to the General Managers Employment Agreement.

Moved by Ms. Czeschin, Second by Ms. Adamson

Ms. Adamson	Ms. Connolly	Ms. Czeschin	Mr. Higerd	Mr. Shipley
Aye	Aye	Aye	Absent	Aye

Garrett Higerd joined the meeting at 5:11 p.m.

8. NEW BUSINESS

A. Board Vacancies - Discussion

Ms. Beatty advised the Board that the election results would not be final until November 24, 2020

B. General Manager Paging – Discussion

The Board Directed Mr. Burnett to provide more information regarding his needs and call out policy for off hour emergencies. Mr. Richman stated his thoughts on the matter as a public comment that he felt this should have been addressed in previous years.

C. General manager Uniform Policy – Discussion

The Board Directed Mr. Burnett to research clothing policy and present a policy to the Board at the December meeting.

9. OLD BUSINESS

A. Planning Issues, RPAC, Community Center

Nothing to report

10. SEWER FACILITIES UPDATE - GENERAL MANAGER UPDATE

A. General Manager Report on Status of Facilities, Operational Stability

1. Update on Treatment Plant

The wastewater treatment plant is stable and treating well.

a. New Monitoring Well and Regional Water Quality Inspector

A new California Regional Water Quality Control Board inspector has been issued to the treatment plant. Work on the new monitoring well has been halted until the inspector has more time to analyze the location of the well. Lab expenses will likely increase due to a request for more nitrogen testing.

b. Vactoring and TVing System

Vactor cleaning and TV inspection of the collection system occurred on October 14, 15, 16 and 20.

c. Hidden Lateral – 44 Hidden Canyon Court

Using TV inspection, it was determined the surface marker was placed incorrectly and the sewer later was placed on the correct property.

d. Lift Station Pump Rebuild

Rebuild costs will be \$15,000 and an availability date is undetermined at this time.

11. NEW ITEMS/ADDITIONS FOR FUTURE AGENDAS

Public Comment: Manhole and cost sharing for Juniper Drive Special Zone of Benefit, Uniform Policy, CalPERS unfunded liability, Back up generator, General Manager Paging, Loan from County Investment Pool,

12. BOARD MEMBER COMMENTS/REPORTS

13. ANNOUNCEMENTS

A. Regular Board Meeting: December 8, 2020 at 5:00 p.m.

14. ADJOURNMENT

Motion: To Adjourn the November 11, 2020 Regular Board Meeting at 6:47 p.m.

Moved by Ms. Adamson, Second by Ms. Connolly

Ms. Adamson	Ms. Connolly	Ms. Czeschin	Mr. Higerd	Mr. Shipley
Aye	Aye	Aye	Aye	Aye

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RESOLUTION 2020-12

**A RESOLUTION OF THE HILTON CREEK COMMUNITY SERVICES DISTRICT
AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY
INVESTMENT FUND**

WHEREAS, the Local Agency Investment Fund is established in the State Treasury under Government Code section 16429.1 et. seq. for the deposit of money of a local agency for the purposes of investment by the State Treasurer; and

WHEREAS, the Hilton Creek Community Services Board of Directors hereby finds that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with Government Code section 16429.1 et. Seq. for the purpose of investment as provided herein is in the best interest of the Hilton Creek Community Services District.

NO THEREFORE, BE IT RESOLVED, that the Hilton Creek Community Services District Board of Directors hereby authorizes the deposit and withdrawal of Hilton Creek Community Services District monies in the Local Agency Investment Fund in the State Treasury in accordance with Government Code Section 16429.1 et. seq. for the purpose of investment as provided therein.

BE IT FUTHER RESOLVED, as follows:

Section 1. The following Hilton Creek Community Services District officers holding the title(s) specified hereinbelow are each hereby authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purposes of this resolution and the transactions contemplated hereby:

Lorinda Beatty
Secretary of the Board

Cindy Adamson
Director

Windsor Czeschin
Director

(Signature)

(Signature)

(Signature)

Section 2. This resolution shall remain in full force and effect until rescinded by the Hilton Creek Community Services District Board of Directions by resolution and a copy of the resolution rescinding this resolution is filed with the State Treasurer's Office.

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1 **PASSED AND ADOPTED**, by the Hinton Creek Community Services District Board of
2 Directors of Mono County of the State of California on December 8, 2020

3 **AYES:**
4 **NOES:**
5 **ABSENT:**
6 **ABSTAIN:**

7 _____
8 Steve Shipley, President
9 HCCSD Board of Directors

10 ATTEST:

11 _____
12 Lorinda Beatty, District Secretary



**California State Treasurer's Office
Local Agency Investment Fund (LAIF)
Authorization for Transfer of Funds**

Effective Date
December 8, 2020

Agency Name
Hilton Creek Community Services District

LAIF Account #
[REDACTED]

Agency's LAIF Resolution # 2020-12 or Resolution Date December 8, 2020

ONLY the following individuals whose names appear in the table below are hereby authorized to order the deposit or withdrawal of funds in LAIF. **This authorization REPLACES AND SUPERSEDES all prior authorizations on file with LAIF for the transfer of funds.**

Name	Title
Lorinda Beatty	Secretary of the Board / Finance Officer
Cindy Adamson	Board Director
Windsor Czeschin	Board Director

Two authorized signatures required. Each of the undersigned certifies that he/she is authorized to execute this form under the agency's resolution, and that the information contained herein is true and correct.

Signature
Cynthia Adamson

Print Name
Board Director

Title
[REDACTED]

Telephone

Signature
Windsor Czeschin

Print Name
Board Director

Title
[REDACTED]

Telephone

Please provide email address to receive LAIF notifications.

Name	Email
info@hiltoncreekcsd.com	HCCSDLorinda@gmail.com
[REDACTED]	[REDACTED]

Please email a scanned copy for review to laif@treasurer.ca.gov.
After approval is received, mail the original form to: State Treasurer's Office
Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001

**HILTON CREEK COMMUNITY SERVICES DISTRICT
MEMORANDUM**

TO: THE BOARD OF DIRECTORS

FROM: KYLE BURNETT

SUBJECT: PAGING/ON-CALL POLICY

DATE: DECEMBER 8, 2020

Attached to this memorandum is a rough draft of the Hilton Creek CSD paging/on-call policy.

The goals of this policy are the following:

- A.) To define the General Manager's policy and practices for being on-call.
- B.) To define the following items
 - a. A reasonable amount of time to be out of cell service during daily life
 - b. When to put a backup employee or contractor on-call
- C.) To develop and maintain an emergency contact list to handle common problems if an on-call employee or contractor can't be reached

An emergency contact list with commonly used contractors who might be called in an emergency will be distributed to necessary participants.

REQUESTED ACTION:

Open for discussion and amending with the goal of approving a final policy during the January, 2021 board meeting.

Hilton Creek Community Services District

General Manager On-Call Policy

Purpose:

- A.) To define the General Manager's policy and practices for being on-call.
- B.) To define the following items
 - a. A reasonable amount of time to be out of cell service during daily life
 - b. When to put a backup employee or contractor on-call
- C.) To develop and maintain an emergency contact list to handle common problems if an on-call employee or contractor can't be reached

Policy:

- A.) Responsibility and Authority
 - 1.) HCCSD Board
 - a. Review the Hilton Creek Community Service District on-call policy and propose changes, as needed
 - 2.) General Manger
 - a. Ensure district compliance to the on-call policy
 - b. On an annual basis make sure an additional employee or outside contractor is contracted for on-call services
 - c. Review and recommend changes to the on-call policy
 - d. Review and update the emergency contact list
 - 3.) Secretary to the Board
 - a. Distribute updated emergency contact lists to all employees, on-call contractors, and board members
 - b. Work as a dispatcher during times of emergency
- B.) Define: Reasonable amount of time to be out of service and/or travel distance from the treatment plant before putting an on-call employee or contractor on-call
 - a. During times of normal operations, a reasonable time for the general manager to be out of cell service is 24 hours. This includes travel time and distance from the treatment plant
- C.) Define: When to put a backup employee or contractor on-call
 - a. If the general manager is expected to be without cell service for more than 24 hours, a backup employee or contractor shall be put on-call
- D.) Common conditions resulting in emergency alarms
 - a. Southern California Edison Public Safety Power Shutoff warning
 - b. "Red Flag" weather warning
 - c. Flash flood warnings

**HILTON CREEK COMMUNITY SERVICES DISTRICT
MEMORANDUM**

TO: THE BOARD OF DIRECTORS
FROM: KYLE BURNETT
SUBJECT: UNIFORM/WORKWEAR POLICY
DATE: DECEMBER 8, 2020

Attached to this packet is a rough draft of the Hilton Creek CSD Uniform/Workwear policy.

The goals of this policy are the following:

- A.) To define district-wide policy and practices for workwear to insure employees are equipped to work in a variety of environments and conditions.
- B.) To describe the responsibility and authority of all District employees involved in the procurement of workwear.

REQUESTED ACTION:

Open for discussion and amending with the goal of approving a final policy during the January, 2021 board meeting.

Hilton Creek Community Services District

Workwear and PPE Policy

Purpose:

- A.) To define District-wide policy and practices for workwear to insure employees are safely equipped to work in a variety of environments and conditions.
- B.) To describe the responsibility and authority of all District employees involved in the procurement of workwear.

Policy:

- A.) Responsibility and Authority
 - 1.) HCCSD Board
 - a. Review expenditure reports
 - 2.) General Manger
 - a. Ensure District compliance with workwear and Personal Protective Equipment (PPE) policies
 - b. Determine proper workwear and PPE for district employees on a seasonal and per-job basis
 - c. Recommend and purchase workwear and PPE for district employees
 - d. Collect any agency property in the event of an employee leaving the agency
 - 3.) Secretary to the Board
 - a. Provide monthly expenditure reports to the HCCSD Board
 - b. Track and maintain records of receipts and invoices
 - c. Collect any agency property in the event of the General Manger leaving the agency
- B.) Ethics
 - 1.) Conflicts of interest – Employees, General Manager, and Board Members shall not participate in procurement decisions of workwear and PPE if:
 - a. The employee or member of the employee’s family has a financial interest in the purchase
 - b. A business or organization in which the employee or a member of the employee’s family has a financial interest is involved in the purchase
 - c. If it would appear to an objective outside observer a conflict exists
- C.) General Workwear
 - 1.) Work Boots
 - a. Requirements
 - i. Steel or composite safety toe
 - ii. Waterproof
 - b. Frequency of purchase and amount
 - i. Work boots will be purchased by the agency on an as needed basis, ideally not to exceed \$200 per year. Exceptions will be made for

abnormal wear due to unexpected work condition, (Ex. Contamination from chemicals or wastewater)

2.) Shirts and Pants

- a. Requirements
 - i. No excessive hazards posed by loose or improper fitted clothing, especially around moving machinery
- b. Frequency of purchase and amount
 - i. For a new employee, work shirts and pants will have a first-year allowance of \$500.00
 - ii. Following years allowance for work shirts and pants will be a maximum allowance of \$100.00 which is intended to replace worn items

3.) Winter Clothing

- a. Requirements
 - i. No excessive hazards posed by loose or improper fitted clothing, especially around moving machinery
- b. Frequency of purchase and amount
 - i. Winter Jacket
 - 1. A winter jacket will be purchased by the agency every other year and have a maximum allowance of \$150.00
 - ii. Winter accessories
 - 1. Winter accessories, which can be gloves, hats, etc., have an annual maximum allowance of \$50
 - iii. Rain Gear
 - 1. Class II or III reflective rain gear will be purchased as needed by the agency

**HILTON CREEK COMMUNITY SERVICES DISTRICT
MEMORANDUM**

TO: THE BOARD OF DIRECTORS

FROM: KYLE BURNETT

SUBJECT: GENERAL MANAGER UPDATE

DATE: DECEMBER 8, 2020

The wastewater treatment plant is stable and treating well.

This is the final month of the annual reporting quarter. Expect to see a copy of the annual report at the January board meeting.

The lift station pump is expected to be delivered during the month of December.

REQUESTED ACTION: Informational update. No further action is required.

**HILTON CREEK COMMUNITY SERVICES DISTRICT
MEMORANDUM**

TO: THE BOARD OF DIRECTORS

FROM: KYLE BURNETT

SUBJECT: NEW MONITORING WELL AND REGIONAL WATER QUALITY
INSPECTOR

DATE: DECEMBER 8, 2020

As discussed during the November board meeting, the Lahontan Regional Water Quality inspectors have requested more groundwater testing to determine the best placement of a new groundwater monitoring well.

Hilton Creek CSD continues to have discussions and comply with their requests. This is in the best interest of the agency and for the public health and safety of the community.

REQUESTED ACTION:

Informational and open for discussion.

**HILTON CREEK COMMUNITY SERVICES DISTRICT
MEMORANDUM**

TO: THE BOARD OF DIRECTORS

FROM: KYLE BURNETT

SUBJECT: LIFT STATION PUMP REBUILD

DATE: DECEMBER 8, 2020

The Sierra Springs lift station pump is still in the process of being rebuilt by Western Nevada Mechanical Systems.

The final cost of the rebuild is \$16,045.19 and has been approved by the General Manager. The check has been cut and is ready for board approval.

Estimated delivery of the pump is during the week of December 14, 2020.

REQUESTED ACTION:

Board approval and signing of the check.