



Notice of Regular Meeting
Oceano Community Services District - Board of Directors Agenda
WEDNESDAY, MAY 22, 2024 – 6:00 P.M.
Oceano Community Services District Board Room
1655 Front Street Oceano, CA

All items on the agenda, including information items, may be deliberated. Any member of the public with an interest in one of these items should review the background material and request information on the possible action that could be taken.

The Oceano Community Services District strongly encourages your active participation in the public process, which is the cornerstone of democracy. All persons desiring to speak during any Public Comment period are asked to fill out a "Board Appearance Form" to submit to the Board Secretary prior to the start of the meeting. If you wish to speak to an item NOT on the agenda, you may do so during the "Public Comment On Matters Not on the Agenda" period. Each individual speaker is limited to a presentation time of THREE (3) minutes per item. The time limits allocated to speakers may change to facilitate the Board meeting better. Time limits may not be yielded to or shared with other speakers.

The purpose of the Board meeting is to conduct the business of the community in an effective and efficient manner. For the benefit of the community, the Oceano Community Services District asks that you follow the Board meeting guidelines while attending Board meetings and treat everyone with respect and dignity. This is done by following meeting guidelines set forth in State law and Board policy. Disruptive conduct is not tolerated, including but not limited to addressing the Board without first being recognized; interrupting speakers, Board members, or staff; continuing to speak after the allotted time has expired; failing to relinquish the podium when directed to do so; and repetitiously addressing the same subject.

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. FLAG SALUTE**
- 4. AGENDA REVIEW**
- 5. CLOSED SESSION REPORT FROM THE SPECIAL MEETING OF MAY 15, 2024 AT 4 PM AND MAY 22, 2024 AT 5 PM**
- 6. PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA**

This public comment period provides an opportunity for members of the public to address the Board on matters of interest within the jurisdiction of the District that are not listed on the agenda. If a member of the public wishes to speak at this time, Public comment is limited to three (3) minutes.

7. SPECIAL PRESENTATIONS & REPORTS:

A. STAFF REPORTS:

- i. Sheriff's South Station – Commander Ian Doughty
- ii. FCFA Operations – Fire Chief Scott Hallett
- iii. Operations – Utility System Manager Tony Marraccino

B. BOARD OF DIRECTORS AND OUTSIDE COMMITTEE REPORTS:

- i. President Varni (Regional Water Mgt Group, State Water Subcontractors, Airport Land Use)
- ii. Vice President Joyce-Suneson (Parks & Recreation Advisory Committee, Budget & Finance Committee, CA Special District's Association)
- iii. Director Austin (South San Luis Obispo County Sanitation District, Zone 1/1A)
- iv. Director Gibson (Zone 3, Regional Water Quality Control Board)
- v. Director Villa (Water Resource Advisory Committee, Local Agency Formation Commission)

C. PUBLIC COMMENT ON SPECIAL PRESENTATIONS AND REPORTS:

This public comment period provides an opportunity for members of the public to address the Board on matters discussed during Special Presentations and Reports. If a member of the public wishes to speak at this time, Public comment is limited to three (3) minutes.

8. CONSENT AGENDA ITEMS:

Public comment Items appearing on the Consent Items are considered routine and may be approved by one motion. Any member of the Board may request to have an item removed from the Consent Items. If an item is pulled, the President has the sole discretion to determine when the item will be heard. Members of the public wishing to speak on Consent items may do so when recognized by the Presiding Officer. If a member of the public wishes to speak at this time, Public comment is limited to three (3) minutes.

- A. Review and Approve the Minutes for the Special Meeting held on May 3, 2024, at 12:30 PM
- B. Review and Approve the Minutes for the Special Meeting held on May 6, 2024, at 11:00 AM
- C. Review and Approve the Minutes for the Special Meeting held on May 9, 2024, at 5:00 PM
- D. Review and Approve the Minutes for the Special Meeting held on May 9, 2024, at 6:00 PM
- E. Review and Approve the Minutes for the Special Meeting held on May 13, 2024, at 9:00 AM
- F. Review of Cash Disbursements
- G. Consideration of a recommendation to receive and file a report on charges and delinquencies and to set a public hearing for July 10, 2024, to authorize collection on 2024-25 property tax bills

9. BUSINESS ITEMS:

Public comment Members of the public wishing to speak on business items may do so when recognized by the Presiding Officer. If a member of the public wishes to speak at this time, Public comment is limited to three (3) minutes on each of the following items.

- A. Appointment of Peter J. Brown as General Manager / Discuss and determine compensation and fringe benefits / Approve Employment Contract
- B. Presentation by One Cool Earth regarding their "Earth Genius" program at Oceano Elementary School and consideration of a proposal for Fiscal Year 2024-25 of \$10,000 from the Garbage Fund for the "Earth Genius" Program and a second proposal of \$7,000 from the Water Fund for the Stormwater Capture and Groundwater Recharge Project Education
- C. Review and consideration of the Draft Initial Study and Mitigated Negative Declaration (IS-MND) for the Waterline Improvement Project

10. HEARING ITEMS:

Public comment Members of the public wishing to speak on hearing items may do so when recognized by the Presiding Officer. If a member of the public wishes to speak at this time, Public comment is limited to three (3) minutes on each of the following items.

11. RECEIVED WRITTEN COMMUNICATIONS:

12. LATE RECEIVED WRITTEN COMMUNICATIONS:

13. FUTURE AGENDA ITEMS:

14. FUTURE HEARING ITEMS:

15. CLOSED SESSION:

16. ADJOURNMENT:

This agenda was prepared and posted pursuant to Government Code Section 54954.2. The agenda is posted at the Oceano Community Services District, 1655 Front Street, Oceano, CA. Agenda and reports can be accessed and downloaded from the Oceano Community Services District website at www.oceanocsd.org

ASSISTANCE FOR THE DISABLED If you are disabled in any way and need accommodation to participate in the Board meeting, please call the Clerk of the Board at (805) 481-6730 for assistance at least three (3) working days prior to the meeting so necessary arrangements can be made.



Oceano Community Services District
Summary Minutes – Special Board Meeting
Friday, May 3, 2024 – 12:30 PM
OCSD BOARD ROOM

1. **CALL TO ORDER:** Called at approximately 12:30 p.m. by President Varni
2. **ROLL CALL:** Board members present: President Varni, Vice President Joyce-Suneson, Director Austin, and Director Villa. Absent: Director Gibson
Staff present: Carey Casciola, Business & Accounting Manager, and Robert Schultz, Legal Counsel
3. **FLAG SALUTE:** Led by President Varni
4. **AGENDA REVIEW:** Agenda approved as presented

Director Gibson entered at 12:33 PM
5. **PUBLIC COMMENT FOR ITEMS ON THE AGENDA:** None
6. **CLOSED SESSION:**
 - A. PUBLIC EMPLOYMENT pursuant to Gov. Code Sec. 54957(b)(1) -- Title: General Manager
President Varni adjourned the Board to closed session at 12:31 PM
Director Gibson entered at 12:33 PM

No reportable action from the closed session.
7. **ADJOURNMENT:** President Varni adjourned the meeting at 1:27 PM



Oceano Community Services District
Summary Minutes – Special Board Meeting
Friday, May 6, 2024 – 11:00 AM
OCSD BOARD ROOM

1. **CALL TO ORDER:** Called to order at approximately 11:05 a.m. by President Varni
2. **ROLL CALL:** Board members present: President Varni, Vice President Joyce-Suneson, Director Austin, and Director Villa. Absent: Director Gibson
Staff present: Carey Casciola, Business & Accounting Manager, and Robert Schultz, Legal Counsel
3. **FLAG SALUTE:** Led by President Varni
4. **AGENDA REVIEW:** Agenda approved as presented
5. **PUBLIC COMMENT FOR ITEMS ON THE AGENDA:** None
6. **CLOSED SESSION:**
 A PUBLIC EMPLOYMENT pursuant to Gov. Code Sec. 54957(b)(1) -- Title: General Manager

President Varni adjourned the Board to closed session at 11:10 AM
The Board recessed from 1:15 PM
The Board returned to closed session at 3:00 PM

No reportable action from the closed session.
7. **ADJOURNMENT:** President Varni adjourned the meeting at 4:00 PM



Oceano Community Services District

Summary Minutes – Special Board Meeting

Wednesday, May 9, 2024 – 5:00 P.M.

OCSD BOARD ROOM

1. **CALL TO ORDER:** Called at approximately 5:00 p.m. by President Varni
2. **ROLL CALL:** Board members present: President Varni, Vice President Joyce-Suneson, Director Gibson, Director Austin and Director Villa.
Staff present: Carey Casciola, Business & Accounting Manager, and Robert Schultz, Legal Counsel
3. **FLAG SALUTE:** Led by President Varni
4. **AGENDA REVIEW:** Approved as presented
5. **PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA:**
6. **CLOSED SESSION REPORT FROM THE SPECIAL MEETING OF APRIL 24, 2024:**
 - A. Conference with Real Property Negotiator (Gov. Code §54956.8) It is the intention of the Board to meet in closed session to have a conference with its Real Property Negotiators concerning the following: Property Descriptions: APN 062-271-023:024; 062-051-021; 022, 062-271-006, 062-271-026, 062-271-001; 003; 027, and 062-261-022; 080. Agency Negotiators: Oceano Community Services District, Paavo Ogren, President Varni, and Director Austin. Parties with whom Negotiating: County of San Luis Obispo. Instructions to County Negotiator: Price, Terms, and Conditions.
 - B. PUBLIC EMPLOYMENT pursuant to Gov. Code Sec. 54957(b)(1) -- Title: General Manager
 - C. PUBLIC EMPLOYMENT pursuant to Gov. Code Sec. 54957(b)(1) -- Title: District Legal Counsel
 - D. Pursuant to Government Code 54956.9(a): Conference with legal counsel regarding Santa Maria Valley Water Conservation District v. City of Santa Maria, et al.,

No reportable action was taken by the Board of Directors.
7. **ADJOURNMENT:** President Varni adjourned the meeting at 5:55PM.



Oceano Community Services District
Summary Minutes – Special Board Meeting
Wednesday, May 9, 2024 – 6:00 P.M.
OCSD BOARD ROOM

1. **CALL TO ORDER:** Called at approximately 6:00 p.m. by President Varni
2. **ROLL CALL:** Board members present: President Varni, Vice President Joyce-Suneson, Director Gibson, and Director Austin.
Absent: Director Villa.
Staff present: Carey Casciola, Business & Accounting Manager, and Robert Schultz, Legal Counsel
3. **FLAG SALUTE:** Led by President Varni
4. **AGENDA REVIEW:** Agenda Item 9C will be pulled and continued.
5. **CLOSED SESSION REPORT FROM THE SPECIAL MEETINGS OF MAY 3, 2024, MAY 6, 2024, MAY 9, 2024 AT 5PM:**

05/03/2024 and 05/06/2024 Special Meeting met on:

- A. PUBLIC EMPLOYMENT pursuant to Gov. Code Sec. 54957(b)(1) -- Title: General Manager
No reportable action was taken by the Board of Directors.

05/09/2024 Special Meeting at 5PM met on:

- A. Conference with Real Property Negotiator (Gov. Code §54956.8) It is the intention of the Board to meet in closed session to have a conference with its Real Property Negotiators concerning the following: Property Descriptions: APN 062-271-023:024; 062-051-021; 022, 062-271-006, 062-271-026, 062-271-001; 003; 027, and 062-261-022; 080. Agency Negotiators: Oceano Community Services District, Paavo Ogren, President Varni, and Director Austin. Parties with whom Negotiating: County of San Luis Obispo. Instructions to County Negotiator: Price, Terms, and Conditions.
- B. PUBLIC EMPLOYMENT pursuant to Gov. Code Sec. 54957(b)(1) -- Title: General Manager
- C. PUBLIC EMPLOYMENT pursuant to Gov. Code Sec. 54957(b)(1) -- Title: District Legal Counsel
- D. Pursuant to Government Code 54956.9(a): Conference with legal counsel regarding Santa Maria Valley Water Conservation District v. City of Santa Maria, et al.,
No reportable action was taken by the Board of Directors.

6. **PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA:**

Steve Montes	In support of meeting decorum and enforcement.
Hurelio Hernandez	Asked for information regarding flooding on his street.

7. **SPECIAL PRESENTATIONS & REPORTS**

A. STAFF REPORTS:

- i. **Sheriff's South Station** – Commander Ian Doughty - Absent
- ii. **Five Cities Fire Authority** – Scott Hallett, Fire Chief
New Fire Chief, introduced himself to the Board of Directors.
Structure fire at 2530 Cienaga (mobile home).
Continuing to work with the District and the County of SLO for an extension of fire and emergency services. Weed abatement 2nd round of inspection anticipated on 5/25/2024.
Working to meet SB 1205 mandates.
- iii. **Operations** - Tony Marraccino, Utility Systems Manager
Lopez is 100.1% full (49,531 AF). Delivered water 43 AF and -0- pumped.
-0- SSO's for the month of April
Continuing with weekly and monthly samples.

7 work orders / 8 USAs / 8 customer service calls / -0- after hours calls
 Completed all meter re-reads.
 Completed route 1 of service line inventory; 2 routes remain.
 Completed first preventative maintenance at the Stormwater Project.
 Tank 2 welding is complete. Scaffolding and containment is going up for paint.
 Sewer system cleaning maintenance is starting.

B. BOARD OF DIRECTORS AND OUTSIDE COMMITTEE REPORTS:

- i. **President Varni:** Regional Water Mgt Group, State Water Subcontractors, Airport Land Use – None
- ii. **Vice President Joyce-Suneson:** Parks & Recreation Advisory Committee, Finance & Budget Committee, CA Special District’s Association – Reported on the 5/7/2024 OPARC meeting.
- iii. **Director Austin:** South San Luis Obispo County Sanitation District, Zone 1/1A – Reported on the 5/1/2024 SSLOCSD meeting.
- iv. **Director Gibson:** Zone 3, Regional Water Quality Control Board – None
- v. **Director Villa:** Water Resource Advisory Committee, Local Agency Formation Commission – Absent

C. PUBLIC COMMENT ON SPECIAL PRESENTATIONS AND REPORTS: None

8. CONSENT AGENDA:	ACTION:
a) Review and Approve the Minutes for the Special Meeting held on April 24, 2024 b) Review and Approve the Minutes for the Regular Meeting held on April 24, 2024 c) Review of Cash Disbursements d) Submittal of the District’s Fiscal Year 2023-24 Quarter 3 Investment Report ending March 31, 2024	After an opportunity for public comment and Board and staff discussion, a motion was made by Vice President Joyce-Suneson to approve the consent agenda as presented with a second from Director Austin with a 4-0 roll call vote. Absent: Director Villa Public Comment: None

9A. BUSINESS ITEMS:	ACTION:
Review and consideration of a grant opportunity for regional water management planning from State Integrated Climate Adaption and Resiliency Programs	After a presentation by President Varni, an opportunity for public comment and Board and staff discussion, this item was received and filed. Absent: Director Villa Public Comment: None

9B. BUSINESS ITEMS:	ACTION:
Approval and Authorization to Submit Application to Ecologistics to Act as the 501c3 sponsor of the District and Oceano Parks and Recreation Committee and, if the Application is accepted, authorize the District to enter into a contract with Ecologistic subject to review and form approval by District Counsel	After a presentation by President Varni, an opportunity for public comment and discussion with the Board and staff, Director Gibson made a motion to approve the application as modified, with a second from Vice President Joyce-Suneson and a 4-0 roll call vote. Absent: Director Villa Public Comment: None

9C. BUSINESS ITEMS:	ACTION:
Discussion and Adoption of Media Relations Policy	This agenda item has been pulled and will be continued.

- 10. **HEARING ITEMS:** None
- 11. **RECEIVED WRITTEN COMMUNICATION:** Addendum to Agenda Item 9C
- 12. **LATE RECEIVED WRITTEN COMMUNICATIONS:** None
- 13. **FUTURE AGENDA ITEMS:** Ordinance for appeals, Resolution for Central Coast Blue; One Cool Earth items; ISMND review; OFAB meeting May 23, 2024, and the review of a future agenda item policy.
- 14. **FUTURE HEARING ITEMS:** None
- 15. **CLOSED SESSION:** None
- 16. **ADJOURNMENT:** President Varni adjourned the meeting at 7:30PM.



Oceano Community Services District
Summary Minutes – Special Board Meeting
Monday, May 13, 2024 – 9:00 AM
OCSD BOARD ROOM

1. **CALL TO ORDER:** Called to order at approximately 9:00 AM by President Varni
2. **ROLL CALL:** Board members present: President Varni, Vice President Joyce-Suneson, Director Austin, and Director Villa. Absent: Director Gibson
Staff present: Carey Casciola, Business & Accounting Manager, and Robert Schultz, Legal Counsel
3. **FLAG SALUTE:** Led by President Varni
4. **AGENDA REVIEW:** Agenda approved as presented
5. **PUBLIC COMMENT FOR ITEMS ON THE AGENDA:** None
6. **CLOSED SESSION:**
 A PUBLIC EMPLOYMENT pursuant to Gov. Code Sec. 54957(b)(1) -- Title: General Manager

President Varni adjourned the Board to closed session at 9:02 AM
The Board returned to closed session at 9:55 AM

No reportable action from the closed session.
7. **ADJOURNMENT:** Vice President Joyce-Suneson adjourned the meeting at 9:55 AM



Oceano Community Services District

1655 Front Street, P.O. Box 599, Oceano, CA 93475

PHONE(805) 481-6730 FAX (805) 481-6836

Date: May 22, 2024

To: Board of Directors

From: Carey Casciola, Business and Accounting Manager

Subject: Agenda Item #8(F): Recommendation to Review Cash Disbursements

Recommendation

It is recommended that your board review the attached cash disbursements:

Discussion

The following is a summary of the attached cash disbursements:

Description	Check Sequence	Amounts
	60878 - 60908	
Disbursements:		
Regular Payable Register - paid 05/02/2024	60878 - 60899	\$ 53,149.39
Utility Billing - Duplicate Payment-Refund Requested-paid 05/15/2024	60908	\$ 156.48
Subtotal:		\$ 53,305.87
Reoccurring Payments for Board Review (authorized by Resolution 2020-06):		
Payroll Disbursements - PPE 05/04/2024	N/A	\$ 24,957.19
Board Member Stipends - April - May 2024	N/A	\$ 1,291.80
Five Star Bank Mastercard Online Payment - paid 05/14/2024	N/A	\$ 897.37
Reoccurring Utility Disbursements - paid 05/02/2024	60900 - 60904	\$ 2,892.16
Reoccurring Utility Disbursements - paid 05/15/2024	60905 - 60907	\$ 608.92
Subtotal:		\$ 30,647.44
Grand Total:		\$ 83,953.31

Other Agency Involvement

N/A

Other Financial Considerations

Amounts are within the authorized Fund level budgets.

Results

The Board's review of cash disbursements is an integral component of the District's system of internal controls and promotes a well governed community.

COMPANY: 99 - POOLED CASH FUND
ACCOUNT: 1-1001-000 POOLED CASH OPERATING
TYPE: All
STATUS: All
FOLIO: All

CHECK DATE: 0/00/0000 THRU 99/99/9999
CLEAR DATE: 0/00/0000 THRU 99/99/9999
STATEMENT: 0/00/0000 THRU 99/99/9999
VOIDED DATE: 0/00/0000 THRU 99/99/9999
AMOUNT: 0.00 THRU 999,999,999.99
CHECK NUMBER: 060878 THRU 060899

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT----	STATUS	FOLIO	CLEAR DATE
CHECK:	-----							
1-1001-000	5/02/2024	CHECK	060878	BRAND CREATIVE	185.58CR	OUTSTND	A	0/00/0000 01 5-4100-100 CLOTHING
1-1001-000	5/02/2024	CHECK	060879	BURDINE PRINTING	2,184.41CR	OUTSTND	A	02 5-4400-205 OUTSIDE UB MAIL SERVICE 1092.21 03 5-4500-205 OUTSIDE UB MAIL SERVICE 1092.20
1-1001-000	5/02/2024	CHECK	060880	CALIFORNIA DEPARTMENT OF PARKS	536.00CR	OUTSTND	A	01 5-4850-302 GRANT EXPENSES
1-1001-000	5/02/2024	CHECK	060881	BRENT SARKISON DBA CALTEC COMP	30.00CR	OUTSTND	A	01 5-4100-221 INFORMATION TECHNOLOGY
1-1001-000	5/02/2024	CHECK	060882	CANNON	3,000.00CR	OUTSTND	A	02 5-4400-361 CIP - PROP1: STORMWATER
1-1001-000	5/02/2024	CHECK	060883	CARQUEST AUTO PARTS	4.48CR	OUTSTND	A	12 5-4350-171 MAINTENANCE: VEHICLES
1-1001-000	5/02/2024	CHECK	060884	CLINICAL LAB OF SAN BERNARDINO	400.00CR	OUTSTND	A	02 5-4400-220 PROFESSIONAL/SPECIAL SER
1-1001-000	5/02/2024	CHECK	060885	CONTRACTOR'S MAINTENANCE SERVI	225.31CR	OUTSTND	A	03 5-4500-171 MAINTENANCE: VEHICLES
1-1001-000	5/02/2024	CHECK	060886	DIVERSIFIED PROJECT SERVICES I	1,155.00CR	OUTSTND	A	02 5-4400-226 ENGINEERING & OTHER REIM
1-1001-000	5/02/2024	CHECK	060887	SLO CO FARM SUPPLY CO INC, DBA	31.24CR	OUTSTND	A	02 5-4400-175 SYSTEM PARTS/OPERATING S 15.62 03 5-4500-175 SYSTEM PARTS/OPERATING S 15.62
1-1001-000	5/02/2024	CHECK	060888	FERGUSON ENTERPRISES, INC #135	47.76CR	OUTSTND	A	02 5-4400-320 FIXED ASSETS: EQUIPMENT
1-1001-000	5/02/2024	CHECK	060889	HEACOCK TRAILERS & TRUCK ACCES	24.79CR	OUTSTND	A	03 5-4500-171 MAINTENANCE: VEHICLES
1-1001-000	5/02/2024	CHECK	060890	J.B. DEWAR, INC.	405.36CR	OUTSTND	A	12 5-4350-172 FUEL
1-1001-000	5/02/2024	CHECK	060891	KNECHT'S PLUMBING & HEATING, I	402.50CR	OUTSTND	A	10 5-4300-163 MAINT: STRUC/IMPROV
1-1001-000	5/02/2024	CHECK	060892	LUCIA MAR UNIFIED SCHOOL DISTR	556.42CR	OUTSTND	A	01 5-4850-302 GRANT EXPENSES
1-1001-000	5/02/2024	CHECK	060893	MCCLATCHY COMPANY LLC	557.17CR	OUTSTND	A	02 5-4400-230 LEGAL NOTICES
1-1001-000	5/02/2024	CHECK	060894	MINER'S ACE HARDWARE, INC.	227.13CR	OUTSTND	A	* SEE BELOW
1-1001-000	5/02/2024	CHECK	060895	R. BURKE CORPORATION	37,046.66CR	OUTSTND	A	02 5-4400-361 CIP - PROP1: STORMWATER
1-1001-000	5/02/2024	CHECK	060896	SCOTT O'BRIEN FIRE & SAFETY CO	431.14CR	OUTSTND	A	01 5-4100-170 MAINTENANCE: EQUIPMENT
1-1001-000	5/02/2024	CHECK	060897	STREAMLINE SOFTWARE INC.	2,988.00CR	OUTSTND	A	01 5-4100-220 PROFESSIONAL SERVICES
1-1001-000	5/02/2024	CHECK	060898	VESTIS GROUP, INC. DBA VESTIS	204.44CR	OUTSTND	A	01 5-4100-100 CLOTHING
1-1001-000	5/02/2024	CHECK	060899	ZENITH INSURANCE COMPANY	2,506.00CR	OUTSTND	A	01 5-4100-075 COMPENSATION INSURANCE

*MINER'S ACE HARDWARE, INC. \$227.13
02 5-4400-173 MAINT: SHARED STRUCTURE/ 5.39
10 5-4300-163 MAINT: STRUC/IMPROV 40.22
02 5-4400-320 FIXED ASSETS: EQUIPMENT 114.15
02 5-4400-175 SYSTEM PARTS/OPERATING S 33.69
03 5-4500-175 SYSTEM PARTS/OPERATING S 33.68

COMPANY: 99 - POOLED CASH FUND
 ACCOUNT: 1-1001-000 POOLED CASH OPERATING
 TYPE: All
 STATUS: All
 FOLIO: All

CHECK DATE: 0/00/0000 THRU 99/99/9999
 CLEAR DATE: 0/00/0000 THRU 99/99/9999
 STATEMENT: 0/00/0000 THRU 99/99/9999
 VOIDED DATE: 0/00/0000 THRU 99/99/9999
 AMOUNT: 0.00 THRU 999,999,999.99
 CHECK NUMBER: 060878 THRU 060899

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
TOTALS FOR ACCOUNT 1-1001-0					CHECK TOTAL:			53,149.39CR
					DEPOSIT TOTAL:			0.00
					INTEREST TOTAL:			0.00
					MISCELLANEOUS TOTAL:			0.00
					SERVICE CHARGE TOTAL:			0.00
					EFT TOTAL:			0.00
					BANK-DRAFT TOTAL:			0.00
TOTALS FOR POOLED CASH FUND					CHECK TOTAL:			53,149.39CR
					DEPOSIT TOTAL:			0.00
					INTEREST TOTAL:			0.00
					MISCELLANEOUS TOTAL:			0.00
					SERVICE CHARGE TOTAL:			0.00
					EFT TOTAL:			0.00
					BANK-DRAFT TOTAL:			0.00

COMPANY: 99 - POOLED CASH FUND
 ACCOUNT: 1-1001-000 POOLED CASH OPERATING
 TYPE: All
 STATUS: All
 FOLIO: All

CHECK DATE: 0/00/0000 THRU 99/99/9999
 CLEAR DATE: 0/00/0000 THRU 99/99/9999
 STATEMENT: 0/00/0000 THRU 99/99/9999
 VOIDED DATE: 0/00/0000 THRU 99/99/9999
 AMOUNT: 0.00 THRU 999,999,999.99
 CHECK NUMBER: 060908 THRU 060908

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK: -----								
1-1001-000	5/15/2024	CHECK	060908	PROPERTIES SERV, CAL	156.48CR	OUTSTND	A	0/00/0000 02 1-1102-000 A/R - REFUNDS
TOTALS FOR ACCOUNT 1-1001-0				CHECK	TOTAL:	156.48CR		
				DEPOSIT	TOTAL:	0.00		
				INTEREST	TOTAL:	0.00		
				MISCELLANEOUS	TOTAL:	0.00		
				SERVICE CHARGE	TOTAL:	0.00		
				EFT	TOTAL:	0.00		
				BANK-DRAFT	TOTAL:	0.00		
TOTALS FOR POOLED CASH FUND				CHECK	TOTAL:	156.48CR		
				DEPOSIT	TOTAL:	0.00		
				INTEREST	TOTAL:	0.00		
				MISCELLANEOUS	TOTAL:	0.00		
				SERVICE CHARGE	TOTAL:	0.00		
				EFT	TOTAL:	0.00		
				BANK-DRAFT	TOTAL:	0.00		

Payroll Summary Report
Board of Directors - Agenda Date May 22, 2024

	(*)	
<u>Gross Wages</u>	4/20/2024	5/4/2024
Regular	\$25,456.98	\$21,962.92
Overtime Wages	\$425.20	\$182.12
Stand By	\$840.00	\$420.00
Total Wages	<u>\$26,722.18</u>	<u>\$22,565.04</u>

<u>Disbursements</u>		
Net Wages	\$20,159.90	\$17,322.07
State and Federal Agencies	\$5,427.02	\$4,047.44
CalPERS - Normal	\$3,430.95	\$3,430.95
SEIU - Union Fees	\$156.73	\$156.73
Total Disbursements processed with Payroll	<u>\$29,174.60</u>	<u>\$24,957.19</u>
Health (Disbursed with reoccurring bills)	\$5,908.71	\$5,908.71
Total District Payroll Related Costs	<u>\$35,083.31</u>	<u>\$30,865.90</u>

(*) Previously reported in prior Board Meeting packet - provided for comparison.

**Board Member Stipend Summary Report
Board of Directors - Agenda Date May 22, 2024**

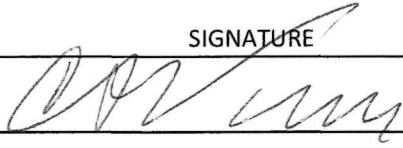

	(*)	
Gross Stipends	3/31/2024	4/30/2024
Board Member Stipends	<u>\$1,200.00</u>	<u>\$1,200.00</u>
Gross Stipends	<u>\$1,200.00</u>	<u>\$1,200.00</u>
Disbursements		
Net Stipends	\$1,108.20	\$1,108.20
State and Federal Agencies	\$183.60	\$183.60
Total Disbursements processed with Stipends	<u>\$1,291.80</u>	<u>\$1,291.80</u>

(*) Previously reported in prior Board Meeting packet - provided for comparison.



BOARD OF DIRECTOR'S COMMITTEE MEETING
COMPENSATION FORM
OCEANO FINANCE AND BUDGET COMMITTEE
MEETING: MARCH 21, 2024

APR 10 2024

DIRECTORS	SIGNATURE	DATE	COMPENSATION
PRESIDENT <u>VARNI</u>		<u>4/10/24</u>	\$50.00
VICE PRESIDENT <u>JOYCE-SUNESON</u>		<u>4/10/24</u>	\$50.00
DIRECTOR <u>AUSTIN</u>	N/A		\$50.00
DIRECTOR <u>GIBSON</u>	N/A		\$50.00
DIRECTOR <u>VILLA</u>	N/A		\$50.00

Oceano Community Services District - BYLAW's

Section 8.1: Each Director is authorized to receive one hundred dollars (\$100.00) as compensation for each Regular or Special Meeting of the Board and fifty dollars (\$50.00) for each committee meeting attended by him or her as the appointed Board representative or as the alternate. An alternate will be compensated only if attendance of the alternate at a committee is required because 1) the appointed representative is unable to attend or 2) the Board has directed the alternate to attend.

Section 8.2: In no event shall Director compensation exceed one hundred dollars (\$100.00) per day.

Section 8.3: Director compensation shall not exceed six hundred (\$600.00) in any one (1) calendar month.



Oceano Community Services District

1655 Front Street | P.O. Box 599 | Oceano, CA 93475
PHONE: (805) 481-6730 | FAX: (805) 481-6836

RECEIVED

APR 24 2024

Meeting Date: March 21, 2024

Director Name: VARNI

Public Meeting / Hearing: OFAB meeting

Notes: Reviewed existing policy/procedures for appealing water bills. Discussed changing policy on multiple ~~per~~ penalty charges one customer has filed appeal. Reviewed and made decision on two appeals.

Reviewed all major budget categories and in process learned more about policies, procedures, and timelines for budget development

Attached: Agenda / Other Documents [] Yes [X] No

Signature



Oceano Community Services District

1655 Front Street | P.O. Box 599 | Oceano, CA 93475
PHONE: (805) 481-6730 | FAX: (805) 481-6836

RECEIVED
APR 29 2024

Meeting Date: _____

Director Name: Beverly Joyce-Sanchez

Public Meeting / Hearing: _____

Notes: Reviewed customer appeals Ro Palus
regarding late fees and Erik Benham regarding
past due Bill and disconnect fees
finance and Budget committee
recommends to Waiving additional late
fees once customer appeal and filled the
appeal as in the case of Ro Palus
In the case of ERIK Benham
The committee advises against granting
the appeal Based on his claim of Ignorance

Attached: Agenda / Other Documents Yes No

Beverly Joyce-Sanchez
Signature



BOARD OF DIRECTOR'S
REGULAR & SPECIAL MEETING COMPENSATION FORM
BOARD MEETING: April 4, 2024

RECEIVED
APR 11 2024

DIRECTORS	SIGNATURE	DATE	COMPENSATION
PRESIDENT <u>VARNI</u>			\$100.00
VICE PRESIDENT <u>JOYCE-SUNESON</u>			\$100.00
DIRECTOR <u>AUSTIN</u>			\$100.00
DIRECTOR <u>GIBSON</u>			\$100.00
DIRECTOR <u>VILLA</u>			\$100.00

Oceano Community Services District - BYLAW's

Section 8.1: Each Director is authorized to receive one hundred dollars (\$100.00) as compensation for each Regular or Special Meeting.

Section 8.2: In no event shall Director compensation exceed one hundred dollars (\$100.00) per day.

Section 8.3: Director compensation shall not exceed six hundred (\$600.00) in any one (1) calendar month.

RECEIVED

APR 11 2024



BOARD OF DIRECTOR'S
REGULAR & SPECIAL MEETING COMPENSATION FORM
BOARD MEETING: APRIL 10, 2024

DIRECTORS	SIGNATURE	DATE	COMPENSATION
PRESIDENT <u>VARNI</u>	<i>[Signature]</i>		\$100.00
VICE PRESIDENT <u>JOYCE-SUNESON</u>	<i>Beverly Joyce-Sunesson</i>	4-10-24	\$100.00
DIRECTOR <u>AUSTIN</u>	<i>[Signature]</i>		\$100.00
DIRECTOR <u>GIBSON</u>			\$100.00
DIRECTOR <u>VILLA</u>	<i>[Signature]</i>		\$100.00

Oceano Community Services District - BYLAW's

Section 8.1: Each Director is authorized to receive one hundred dollars (\$100.00) as compensation for each Regular or Special Meeting.

Section 8.2: In no event shall Director compensation exceed one hundred dollars (\$100.00) per day.

Section 8.3: Director compensation shall not exceed six hundred (\$600.00) in any one (1) calendar month.

APR 29 2024



BOARD OF DIRECTOR'S
REGULAR & SPECIAL MEETING COMPENSATION FORM
BOARD MEETING: APRIL 24, 2024

DIRECTORS	SIGNATURE	DATE	COMPENSATION
PRESIDENT <u>VARNI</u>	<i>[Signature]</i>		\$100.00
VICE PRESIDENT <u>JOYCE-SUNESON</u>	<i>[Signature]</i>	4-24	\$100.00
DIRECTOR <u>AUSTIN</u>	ABSENT		\$100.00
DIRECTOR <u>GIBSON</u>	-		\$100.00
DIRECTOR <u>VILLA</u>	<i>[Signature]</i>		\$100.00

Oceano Community Services District - BYLAW's

Section 8.1: Each Director is authorized to receive one hundred dollars (\$100.00) as compensation for each Regular or Special Meeting.

Section 8.2: In no event shall Director compensation exceed one hundred dollars (\$100.00) per day.

Section 8.3: Director compensation shall not exceed six hundred (\$600.00) in any one (1) calendar month.

Oceano Community Services District
 Five Star Bank Mastercard

A/P Mastercard Credit Card Disbursement

Date	Name	Amount	Description	GL Account #
04/17/2024	INTUIT *QBOOKS ONLINE CL.INTUIT.COMCA	\$60.00	PERMITS, FEES LICENSES	01-5-4100-248
04/17/2024	PROJECT ENERGY SAVERS 718-5966113 NY	\$789.78	OFFICE EXPENSE	02-5-4400-200
04/02/2024	ZOOM.US 888-799-9666 SAN JOSE CA	\$47.59	OFFICE EXPENSE	01-5-4100-200

Total ACH - 05/14/2024 \$897.37

05/22/2024 Board Meeting - Five Star Bank Mastercard Online Payment - paid 05/14/2024	\$897.37
--	-----------------

COMPANY: 99 - POOLED CASH FUND
 ACCOUNT: 1-1001-000 POOLED CASH OPERATING
 TYPE: All
 STATUS: All
 FOLIO: All

CHECK DATE: 0/00/0000 THRU 99/99/9999
 CLEAR DATE: 0/00/0000 THRU 99/99/9999
 STATEMENT: 0/00/0000 THRU 99/99/9999
 VOIDED DATE: 0/00/0000 THRU 99/99/9999
 AMOUNT: 0.00 THRU 999,999,999.99
 CHECK NUMBER: 060900 THRU 060904

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK:								
1-1001-000	5/02/2024	CHECK	060900	LIVE, LLC DBA ADVANTAGE ANSWER	216.26CR	OUTSTND	A	0/00/0000 01 5-4100-110 COMMUNICATIONS
1-1001-000	5/02/2024	CHECK	060901	AGP VIDEO INC.	1,630.00CR	OUTSTND	A	0/00/0000 01 5-4100-220 PROFESSIONAL SERVICES
1-1001-000	5/02/2024	CHECK	060902	CHARTER COMMUNICATIONS	150.00CR	OUTSTND	A	0/00/0000 01 5-4100-110 COMMUNICATIONS
1-1001-000	5/02/2024	CHECK	060903	COASTAL COPY, INC.	608.75CR	OUTSTND	A	0/00/0000 01 5-4100-220 PROFESSIONAL SERVICES 260.37 02 5-4400-205 OUTSIDE UB MAIL SERVICE 174.19 03 5-4500-205 OUTSIDE UB MAIL SERVICE 174.19
1-1001-000	5/02/2024	CHECK	060904	VERIZON WIRELESS	287.15CR	OUTSTND	A	0/00/0000 *SEE BELOW
TOTALS FOR ACCOUNT 1-1001-0				CHECK	TOTAL:	2,892.16CR		
				DEPOSIT	TOTAL:	0.00		* VERIZON WIRELESS 287.15
				INTEREST	TOTAL:	0.00		02 5-4400-110 COMMUNICATIONS 188.42
				MISCELLANEOUS	TOTAL:	0.00		03 5-4500-110 COMMUNICATIONS 30.62
				SERVICE CHARGE	TOTAL:	0.00		06 5-4900-110 COMMUNICATIONS 14.13
				EFT	TOTAL:	0.00		10 5-4300-110 COMMUNICATIONS 2.35
				BANK-DRAFT	TOTAL:	0.00		01 5-4100-110 COMMUNICATIONS 51.63
TOTALS FOR POOLED CASH FUND				CHECK	TOTAL:	2,892.16CR		
				DEPOSIT	TOTAL:	0.00		
				INTEREST	TOTAL:	0.00		
				MISCELLANEOUS	TOTAL:	0.00		
				SERVICE CHARGE	TOTAL:	0.00		
				EFT	TOTAL:	0.00		
				BANK-DRAFT	TOTAL:	0.00		

COMPANY: 99 - POOLED CASH FUND
 ACCOUNT: 1-1001-000 POOLED CASH OPERATING
 TYPE: All
 STATUS: All
 FOLIO: All

CHECK DATE: 0/00/0000 THRU 99/99/9999
 CLEAR DATE: 0/00/0000 THRU 99/99/9999
 STATEMENT: 0/00/0000 THRU 99/99/9999
 VOIDED DATE: 0/00/0000 THRU 99/99/9999
 AMOUNT: 0.00 THRU 999,999,999.99
 CHECK NUMBER: 060905 THRU 060907

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK:								
1-1001-000	5/15/2024	CHECK	060905	DE LAGE LANDEN FINANCIAL SERVI	213.43CR	OUTSTND	A	0/00/0000 01 5-4100-220 PROFESSIONAL SERVICES
1-1001-000	5/15/2024	CHECK	060906	DIGITAL WEST NETWORKS, INC.	276.21CR	OUTSTND	A	0/00/0000 01 5-4100-110 COMMUNICATIONS
1-1001-000	5/15/2024	CHECK	060907	SO CAL GAS	119.28CR	OUTSTND	A	0/00/0000 01 5-4100-290 UTILITIES
TOTALS FOR ACCOUNT 1-1001-0				CHECK	TOTAL:	608.92CR		
				DEPOSIT	TOTAL:	0.00		
				INTEREST	TOTAL:	0.00		
				MISCELLANEOUS	TOTAL:	0.00		
				SERVICE CHARGE	TOTAL:	0.00		
				EFT	TOTAL:	0.00		
				BANK-DRAFT	TOTAL:	0.00		
TOTALS FOR POOLED CASH FUND				CHECK	TOTAL:	608.92CR		
				DEPOSIT	TOTAL:	0.00		
				INTEREST	TOTAL:	0.00		
				MISCELLANEOUS	TOTAL:	0.00		
				SERVICE CHARGE	TOTAL:	0.00		
				EFT	TOTAL:	0.00		
				BANK-DRAFT	TOTAL:	0.00		



Oceano Community Services District

1655 Front Street, P.O. Box 599, Oceano, CA 93475

(805) 481-6730 FAX (805) 481-6836

Date: May 22, 2024

To: Board of Directors

From: Luz Santos, Account Administrator

Via: Carey Casciola, Business and Accounting Manager

Subject: **Agenda Item #8G:** Consideration of a recommendation to receive and file a report on charges and delinquencies and to set a public hearing for July 10, 2024 to authorize collection on 2024-25 property tax bills

Recommendation

It is recommended that your Board receive and file a report on charges and delinquencies and to set a public hearing for July 10, 2024, to authorize collection on 2024-25 property tax bills.

Discussion

By approving the staff recommendations, the District will follow the 2024/2025 tax roll timeline provided by the County Auditor/Controller/Treasurer/Tax Collector (ACTTC). This is the thirteenth year the District will participate in placing delinquent accounts and other charges on property tax bills. Each year a number of ratepayers fail to pay for services the District provides. State law enables the District to collect delinquent charges on property tax bills. Along with the attached report of delinquent charges, staff has attached the 2024/2025 tax roll timeline and a sample letter the District sent to the customers.

The District's Franchise agreement with South County Sanitary Services (SCSS) allows for the SCSS to also place their delinquent bills on the property tax bills. Property owners will be noticed that the last date to pay their delinquent solid waste bill is June 15, 2024. Any payments made on or before June 15th will be deleted from the list prior to submitting to the County ACTTC. Property owners were also noticed that the last date to pay the District is July 12, 2024. Any payments made on or before July 12th will be deleted from the list prior to submitting to the County Auditor. Notices of the public hearing will be published in the Tribune per Government Code Section 61115(b) and 6066.

Other Agency Involvement

County of San Luis Obispo ACTTC Office will be collecting the delinquent bills with property taxes.



Other Financial Considerations

The County adds a charge for collection to the property tax bill. As a result, the District is not charged County costs.

Results

Coordination with the County on delinquent accounts is cost effective, ensures that customers do not pay for services provided to other customers, and promotes a well-governed community.

Attachments:

- Tax roll 2024-25 tax roll timeline
- Sample of letter sent to customers – OCSD
- Sample of letter sent to customers – Solid Waste
- Delinquent Water/Sewer Service & Sanitary Service List
- Public hearing notice

2024/25 TAX ROLL PROCEDURES

05/16/24	PREPARE and MAIL LETTERS
05/16/24	MAIL NOTICE OF PUBLIC HEARING TO PROPERTY OWNERS & PROVIDE TO TRIBUNE WITH DIRECTION FOR PUBLICATION
4th week of June	FIRST NEWSPAPER NOTICE FOR PUBLIC HEARING ON 7/10 REGULAR MEETING PER GOVERNMENT CODE SECTION 61115(b) AND 6066
06/15/24	GARBAGE PAYMENT DUE
07/03/24	COMPLETE DRAFT AGENDA MATERIAL FOR 7/10 REGULAR MEETING
1st week of July	SECOND NEWSPAPER NOTICE FOR PUBLIC HEARING ON 7/10 REGULAR MEETING PER GOVERNMENT CODE SECTION 61115(b) AND 6066
07/06/24	COMPLETE FINAL AGENDA MATERIAL FOR 7/10 REGULAR MEETING (RESOLUTION)
07/10/24	BOARD OF DIRECTORS MEETING: NOTICE OF PUBLIC HEARING
07/22/24	RESOLUTION CONFIRMING THE CHARGES AGAINST PROPERTY OWNERS WITH REPORT AND SUBMIT TO COUNTY AUDITOR
08/01/24	FINAL FUND PROOF SUBMISSION TO SLO COUNTY FOR ROLL YEAR 2024/25
08/12/24	FINAL DEADLINE FOR ALL DIRECT CHARGE FUNDS TO BE SIGNED APPROVED AND RETURNED TO THE AUDITOR-CONTROLLER'S OFFICE

Parcel #:
000-000-000

Owner Name
Address
City, State Zip Code

Regarding Service Address:
0000 Street
OCEANO, CA 93445

Dear Customer:

County records show that you are, and at all times referenced herein have been, the recorded owner of the property listed above. Your account for this service address is past due for water and sewer provided by OCEANO COMMUNITY SERVICES DISTRICT.

Please be advised that if the charges specified in this letter are not paid in full and received (post marks do not count) by OCSD by 4:00 p.m. on July 12, 2024, then the amount of the charges, penalties, and delinquencies may be filed with the County Auditor to be placed on the parcel's property tax bill for collection.

Your current amount due is \$ 0.00.

Therefore, please accept this letter as a demand for immediate payment.

The OCSD Board of Directors will hold a public hearing at their regular meeting of July 10, 2024, starting at 6:00 p.m. located at 1655 Front Street, Oceano, CA The hearing will provide you with the opportunity to testify and present to the Board of Directors any objections or protests to the charges and/or their collection on the parcel's property tax bill.

If you have any questions, or need additional information, please feel free to call me at (805) 481-6730. Please see the reverse side of this letter for a copy of the notice published in the newspaper pursuant to Government Code Sections 61115(b) and 6066.

Sincerely,

Oceano Community Services District
Luz Santos, Account Administrator II
Carey Casciola, Business and Accounting Manager

Parcel #:
000-000-000

Owner Name
Address
City, State Zip Code

Regarding Service Address:
0000 Street
OCEANO, CA 93445

Dear Customer:

County records show that you are, and at all times referenced herein have been, the recorded owner of the property listed above. Your account for this service address is past due for garbage service provided by SOUTH COUNTY SANITARY.

Please be advised that if the charges specified in this letter are not paid in full and received (post marks do not count) by South County Sanitary by 4:00 p.m. on June 15, 2024, then the amount of the charges, penalties, and delinquencies may be filed with the County Auditor to be placed on the parcel's property tax bill for collection.

Your current amount due is \$ 0.00.

Therefore, please accept this letter as a demand for immediate payment.

The OCSD Board of Directors will hold a public hearing at their regular meeting of July 10, 2024, starting at 6:00 p.m. located at 1655 Front Street, Oceano, CA The hearing will provide you with the opportunity to testify and present to the Board of Directors any objections or protests to the charges and/or their collection on the parcel's property tax bill.

If you have any questions, or need additional information, please feel free to call me at (805) 481-6730. Please see the reverse side of this letter for a copy of the notice published in the newspaper pursuant to Government Code Sections 61115(b) and 6066.

Sincerely,

Oceano Community Services District
Luz Santos, Account Administrator II
Carey Casciola, Business and Accounting Manager

OCSD CUSTOMERS

<u>Customer Name</u>	<u>Parcel No.</u>	<u>Service Address</u>	<u>Total</u>
GRIMES, AMY	077-331-015	731 PAUL PL	166.46
KELLY, RICHARD EUGENE	062-065-031	1570 22ND ST	1,210.81
ELIZONDO, ORQUIDIA ELIZABETH	062-065-039	2135 WARNER ST	36.09
ROSS, ROBIN	062-091-033	1675 21ST #09	412.43
DIAS, MANUEL	062-061-004	2096 WILMAR AVE	666.70
DONOVAN, ANGELA	062-064-019	2108 WILMAR AVE	179.24
ZHOU, SALLY	062-097-003	2331 PASO ROBLES	45.25
GOULD, RICHARD	062-131-016	2476 OCEAN ST #B	138.67
KNACK, JUNE	062-303-030	1716 TIERRA NUEVA LN	508.16
JOHNSON, GARY	062-303-075	1764 TIERRA NUEVA LN	63.48
BENHAM, ERIK	062-081-018	1521 PASO ROBLES ST	1,917.80
GUY, JOSEFINA	062-041-018	1490 16TH ST	1,492.51
SPERLING, THOMAS	062-012-020	1314 17TH ST	44.33
WAYMIRE, STEVE	062-282-011	1376 16TH ST	39.50
CRYDEN, DAVID W	061-012-046	327 MCCARTHY AVE	95.12
TOTAL			7,016.55

SANITARY CUSTOMERS

<u>Customer Name</u>	<u>Parcel No.</u>	<u>Service Address</u>	<u>Total</u>
BENHAM, ERIK	062-081-018	1521 PASO ROBLES ST	194.48
BENHAM, ERIK	062-081-018	1517 PASO ROBLES ST	315.30
TINOCO, JOVITA	062-092-019	2150 PASO ROBLES ST	369.92
GUY, JOSEFINA	062-041-018	1490 16TH ST	315.60
SIERRA GOLD TRUST	062-051-032	1611 19TH ST	268.30
HADDAD, MONTHER	061-021-064	380 MCCARTHY AVE	250.70
TOTAL			1,714.30

**NOTICE OF PUBLIC HEARING
BEFORE THE OCEANO COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS**

NOTICE IS HEREBY GIVEN that the Board of Directors of the Oceano Community Services District will conduct a Public Hearing on Wednesday, July 10, 2024, starting at 6:00 pm, in the District's Board Room, 1655 Front St., Oceano, California. The purpose of the hearing is to consider adoption of a resolution to place delinquent water, sewer, garbage, and other charges on 2024-25 property tax bills for collection. Interested persons may protest or object to the report identifying each property and the amount of the delinquent bill(s). The report can be reviewed at the District office or at www.oceanocsd.org.

If you have any questions or would like more information regarding the items described in this notice, please contact the District Office at (805) 481-6730.



Oceano Community Services District

1655 Front Street, P.O. Box 599, Oceano, CA 93475
(805) 481-6730 FAX (805) 481-6836

TO: Board of Directors
FROM: Robert Schultz, Interim District Legal Counsel
DATE: May 22, 2024
SUBJECT: Appointment of Peter J. Brown as General Manager / Discuss and determine compensation and fringe benefits / Approve Employment Contract

RECOMMENDATION

It is recommended that the Board approve Peter Brown's appointment as District General Manager and the attached employment agreement with Mr. Brown.

BACKGROUND

The District's previous General Manager resigned effective December 30, 2023. In response, the District began an active recruitment effort for the position. The District Board of Directors then interviewed the top qualified applicants and determined that the most qualified candidate for the position is Peter J. Brown. Mr. Brown is currently the Public Works Director at the City of Belmont in Northern California. Attached to this staff report is a copy of Mr. Brown's resume.

DISCUSSION

Mr. Brown graduated from California State University Chico in 1995 with a Bachelor of Arts in Political Science and a minor in Environmental Studies and from UCLA in 2001 with Dual Master's Degrees in Urban Planning and Latin American Geography.

From 2001 to 2008, Mr. Brown served as Regional Transportation Planner for SLOCOG and then as Housing Programs Manager for the City of San Luis Obispo. From 2008 until 2024, Mr. Brown served in various different capacities and roles in the Bay Area, most recently as the Public Works Director for the City of Corte Madre and Belmont. As a Public Works Director, Mr. Brown was responsible for \$25-\$30 million annual CIP Budgets and oversight of 30+ Employees. Mr. Brown has experience with public outreach, rate setting, Prop 218 hearings, and delivering a significant number of projects related to transportation, roadway, water, sewer, storm systems, and flood control improvements. Mr. Brown has extensive experience working with regional planning agencies, small municipalities, and large cities that can help advance the District's objectives and goals.

The proposed start date for Mr. Brown is June 10, 2024. The proposed employment agreement is substantially similar to the one executed by the District's previous General Managers, with the primary differences being salary and revision to severance. The proposed salary compensation for Mr. Brown is \$196,867, with cost-of-living adjustments to match that of district-represented employees. Mr. Brown will be an "at will" employee, meaning the District can terminate his employment "with" or "without cause." If the District terminates Mr. Brown "without cause" prior to January 1, 2026, the District agrees to pay Mr. Brown a 12-month salary severance. If the District terminates Mr. Brown "without cause" between January 1, 2026, and December 31,

2028, the District agrees to pay Mr. Brown a 6-month salary severance. If the District terminates Mr. Brown “without cause” after January 1, 2029, the District agrees to pay Mr. Brown a 4-month salary severance. In addition to the salary/severance, the District would reimburse Mr. Brown for 6 months of any COBRA payments.

ATTACHMENTS

- A. Mr. Brown’s Resume
- B. Proposed Employment Agreement with Peter J. Brown

Leadership, Public Works Director, CSDs, and Water/Wastewater Management Skill Summary

Extensive experience in operations, public contracts, public works, and water/wastewater management

- Twenty-five year's capital planning experience, regional/state public financing, public administration, budget management, legal requirements, and project delivery. Strong fiscal oversight skills, maintenance and operations expert, and a track record for capital project delivery with adherence to scope, schedule, and budget.
- Sustainable development through consensus building and community outreach. Practical experience in water and wastewater conveyance/treatment, system maintenance, equipment/fleets, and multimillion dollar capital projects.
- Deep knowledge of CEQA/NEPA laws and application to planning documents and construction projects, including certification and monitoring of environmental requirements.
- Water, wastewater and streets infrastructure maintenance, new construction, and pipe rehabilitation in advance of pavement rehab. Management of sanitary sewer systems, including lift stations, pipelines, pump stations, treatment plants, detention basins, creek restoration, dam management and certification of levees.

Engaging and experienced public speaker, effective team leader, executive manager and university lecturer

- Broad public policy experience at the local and state levels. Expert in working with public sector boards/councils.
- Diverse career in urban planning, public works, sanitary district management, regional and local government, academic research, university lecturing, customer service, and creating vibrant, sustainable communities through sound investments, fiscal responsibility, managing field workers, and capital project delivery.
- Personnel management and proven success in staff professional development to ensure that employees are happy, productive, and motivated. Focused on DEI, safety, responsiveness, and exemplary service to the community.

Expertise in computer software, climatology, and creating sustainable cities (socially, fiscally, and environmentally)

- Proficiency in PC and Mac, Urbemis, Air Quality Models, SPSS statistical package, MS Office Suite, Adobe Suite, ArcMap GIS, databases and language proficiency in Spanish and working knowledge of Portuguese/Italian.
- Experience preparing master plans, climate action and adaptation plans, dynamic pricing systems, drought tolerance and resilience strategies, and assessing infrastructure needs and vulnerabilities. This includes climate adaptation, sea level rise, resilient infrastructure, sustainable materials and implementing safe and reliable improvements.

Professional Experience, twenty-year snapshot

February 2020 to Present, Belmont Director of Public Works and Manager of Municipal Sanitary System

Department Director responsible for a \$25 million-dollar annual CIP, 33 FTE's, 5 direct reports, and all transportation, storm drain and sanitary infrastructure. Lead staff on a stormwater detention basin and a creek restoration project. Successful in CIP project delivery, elected/community relations, water district management and engineering/operations supervision.

November 2017-November 2019, Corte Madera Director of Public Works and Manager of Sanitary District 2 (SD2)

Department Director and SD2 Manager responsible for a \$30 million-dollar capital improvement plan, all transportation, flood control and sanitary infrastructure, project delivery, council presentations, staff supervision and community relations.

July to December 2017, Capital Planning and Grants Manager for the Alameda Contra-Costa Transit District

Finance manager of the Capital Planning and Grants Department, responsible for District-wide long-range planning, grant acquisition, Capital Improvement Plan agency-wide, project implementation, construction management and budgeting.

May 2014- June 2017 Santa Barbara Public Works Department, Mobility Transportation Manager

Lead public works transportation staff member charged with updating the 5-year Capital Improvement Plan, multimodal safety and planning, traffic modeling and trip generation methodologies. Manager of the Bicycle Master Plan, Pedestrian Vision Zero Plan, and traffic/EIR analysis on US 101. Served as the city's primary staff for transportation project delivery.

Sept 2011 – June 2015 University of San Francisco Adjunct Faculty Member, Department of Environmental Science

Faculty member teaching master's level courses in sustainable city systems, urban climate adaptation, water/wastewater system management, and drought and deluge cause/effect. Responsibilities include developing course materials, lectures, conducting research and engaging students in today's pressing sector-wide urban sustainability issues.

Oct 2010 - June 2013 San Francisco Municipal Transportation Agency Project Manager

Planning Group Manager charged with developing the agency's 20-year Capital Plan, 5-year fiscally constrained Capital Improvement Plan, and Climate Action Plans. Served as lead staff in public outreach and environmental clearance of major capital construction projects. Represented SFMTA at regional meetings of MTC, ABAG, BCDC and coordinated with local and regional partners. Led personnel supervision, report development, capital budgets, and public safety in city rights of way.

July 2008- June 2010 City of Santa Rosa Senior Planner, Advance Planning and Community Development Department

Working primarily in Advance Planning, led the comprehensive 2009 General Plan Update for the City of Santa Rosa. Was charged with managing the General Plan-EIR as well as rewriting the transportation, air quality, economic development and greenhouse gas emission reductions elements of the General Plan.

Oct 2006- April 2008 City of San Luis Obispo Housing Programs Manager

As the Housing Programs Manager for San Luis Obispo. Responsibilities included grant management, CEQA/NEPA approval for housing developments and working with developers and architects to ensure they meet city standards for residential and commercial construction. Served as City Planning Commissioner prior to becoming a staff member and was charged with review of land use development projects, regulatory permitting, project approvals/denials and making recommendations to City Council.

July 2001- Oct 2006 San Luis Obispo Council of Governments (SLOCOG) Transportation Planner

Regional Transportation Planner for SLOCOG, which serves as the MPO and RTPA for San Luis Obispo County. Responsibilities included regional governance, coordination, project funding allocation, programming, calls for projects, grant disbursement, and delivery of large capital improvements.

2002-2006 California Polytechnic State University Part-time Lecturer, City and Regional Planning Department (CRP)

Faculty member in CRP teaching courses in Race, Gender, Ethnicity in the City Planning Process (CRP 215), Transportation, Land Use and Urban Form (CRP 214), and Planning Information Systems, Advance GIS (CRP 457). Lectures focused on equity and cultural awareness, state and federal financing mechanisms, CEQA/NEPA regulations, CA water project conveyance, as well as the relationship between sustainability, land use, the built environment, economic development and energy systems.

1999-2001 University of California, Los Angeles, Research and Teaching Assistant

Led research and taught courses for the Master of Urban Planning program at UCLA. Performed research for Dr. Donald Shoup and helped edit/publish his APA award winning book, *The High Cost of Free Parking*. Taught urban planning courses in quantitative methods, statistics, macro-economics, GIS, and mathematics to UCLA Urban Planning graduate students.

Education

University of California at Los Angeles, 2001 Dual Master's Degrees: M.A. in Urban Planning (UP) and M.A. in Latin American Geography (LAS), both awarded with honors. Urban Development and Economics specialization within UP, Thesis: A Cost-Benefit Analysis of the Subsidized Student Transit Bus Program and the fiscal impacts to Parking Structures on Campus. Human and Physical Geography focus in LAS, Thesis: The Long-term Ecological Effects of Hurricanes in Central America.

California State University Chico, 1995 Bachelors of Arts in Political Science and minor in Environmental Studies, highest honors.

Santa Rosa Junior College, 1993 Associate of Science Degree in Earth Sciences: Meteorology, Geography and Geology, honors.

Honors/Activities

- 2021 American Public Works Association National Conference Speaker on *"The Pandemic Pivot"*
- 2018 Secured a SB1 Caltrans Planning Grant and led the Corte Madera Climate Adaptation Plan
- 2016 After two years of plan development and community engagement, helped Santa Barbara City Council adopt the Bicycle Master Plan and secured \$16 million in State Active Transportation Funds for implementation
- 2011 Authored the SFMTA's Climate Action Strategy and was awarded the City of San Francisco's "Blue and Green Award" for the greatest national environmental impact. The APTA touted San Francisco as a model for other cities for Climate Action and Adaptation Planning
- 2008 Santa Rosa City staff liaison to Waterways Advisory Committee and Greenhouse Gas Working Group
- 2006 Community volunteer serving on San Luis Obispo's City Planning Commission
- 2004 SLOCOG Board commendation for the completion/utility of the 2004 Regional Demographic Summary
- 2001 Awarded the Julie Roque graduate scholarship by the UCLA Urban Planning Faculty for being the outstanding urban planning student in the area of integrating environmental city policy with practice
- 1993 Began competitive bike racing, bike commuting and became a leader on pedestrian and bicycling safety issues

**OCEANO COMMUNITY SERVICES DISTRICT
GENERAL MANAGER
EMPLOYMENT AGREEMENT**

This Agreement was made and entered into on the 22nd day of May 2024 by and between the Oceano Community Services District, a California Special District (“DISTRICT”), and Peter J. Brown (“MANAGER”).

RECITALS

A. The Board of the Oceano Community Services District desires to appoint Peter J. Brown to the position of General Manager of the Oceano Community Services District on May 22, 2024.

B. The Board of the Oceano Community Services District desires to establish the terms and conditions of employment of Peter J. Brown as General Manager of the Oceano Community Services District, including the duties, salary, and benefits of employment.

C. Peter J. Brown desires to accept employment as General Manager of the Oceano Community Services District under the terms set forth herein.

NOW, THEREFORE, in consideration of the respective and mutual covenants hereinafter contained and made, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, and subject to all the terms and conditions hereby, the parties agree as follows:

SECTION 1. DUTIES AND RESPONSIBILITIES:

A. Appointment as DISTRICT Manager. DISTRICT hereby agrees to employ MANAGER as the DISTRICT’s General Manager and Secretary to the Board of Directors (collectively “MANAGER”). MANAGER shall devote such time, interest, and effort to the performance of his duties as may be reasonably necessary to fulfill the duties described in Exhibit A and perform such other legally permissible and proper duties and functions as the DISTRICT Board may from time to time assign or delegate.

B. Exclusive Employment. During the term of this Agreement, MANAGER shall be in the exclusive employ of DISTRICT; provided, however, that the term “exclusive employ” shall not prohibit future part-time employment which the Employee may desire to accept with appropriate prior knowledge and approval of the DISTRICT Board. “Appropriate prior knowledge and approval of the DISTRICT Board” shall mean that MANAGER shall give four (4) weeks written notice to the DISTRICT Board before accepting part-time employment, and approval of the DISTRICT Board shall be deemed given unless any DISTRICT Board member states in writing that they desire a closed session to discuss the part-time employment. Such part-time employment shall not in any way conflict in time or interest with MANAGER’s responsibilities to the DISTRICT. DISTRICT Board shall have uncontrolled discretion in granting part-time outside employment, and its determination to grant or deny part-time outside employment shall be final.

SECTION 2. TERM

A. **Length.** This Agreement shall commence on June 10, 2024. The DISTRICT Board and MANAGER shall review the terms and conditions of this Agreement during performance reviews (Section 3.C.). This Agreement shall continue indefinitely subject to termination as set forth in this Agreement.

B. **At Will.** It is expressly understood that MANAGER is an at-will employee serving at the pleasure of the DISTRICT Board, subject to termination at any time, with or without cause, and with no right to any hearing, including any so-called Skelly hearing.

C. **Voluntary Termination.** Nothing in this Contract shall prevent, limit, or otherwise interfere with the right of MANAGER or DISTRICT to voluntarily terminate this Contract.

SECTION 3. SALARY:

A. **Initial Salary.** DISTRICT agrees to pay MANAGER for his services rendered in the amount of \$196,867 annually, payable in installments at the same time as other employees of DISTRICT are paid. The annual salary shall be subject to normal withholdings for amounts paid.

B. **Cost of Living Increases.** DISTRICT shall consider a cost-of-living increase for MANAGER at the December 11, 2024, and conduct a six-month initial performance review set forth in Section 3.C. Thereafter, MANAGER shall be entitled to a cost-of-living increase beginning July 1, 2025, at a rate consistent with that provided to district-represented employees.

C. **Performance Increases.** The DISTRICT Board shall evaluate Manager performance in Closed Session on December 11, 2024, and annually beginning in May 2025. The Board President and Vice President, after each performance review, shall meet with the General Manager with a summary written statement of the Board's findings and provide the General Manager with an adequate opportunity to schedule a closed session to discuss his evaluation with the Board. Should the DISTRICT Board, upon completion of its review of MANAGER's performance pursuant to this Agreement, determine that MANAGER has met its performance expectations, the DISTRICT Board shall consider an increase in MANAGER's compensation or provide a one-time lump sum payment, or a combination of both at the sole discretion of Board.

As outlined in Exhibit A, the DISTRICT and MANAGER shall jointly annually define such goals and performance objectives that they determine necessary for the DISTRICT's proper operation and for attaining the Board's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing.

The DISTRICT's Board reserves the right, in its discretion, to review MANAGER's performance at any time.

SECTION 4. BENEFITS:

All provisions of the DISTRICT Code and regulations and rules of DISTRICT relating to vacation and sick leave, medical, dental, vision, retirement, and pension system contributions, holidays, cash-out provisions, and other fringe benefits and working conditions pertaining to as they now exist or hereafter may be amended, except as otherwise set forth herein, also shall apply to MANAGER.

SECTION 5. HOURS OF WORK AND ADDITIONAL BENEFITS:

A. Regular Hours. MANAGER understands and acknowledges that the management of the District is a full-time job, and MANAGER's duties may involve expenditures of time in excess of (8) hours per day and/or forty (40) hours per week and may also include time outside normal office hours such as attendance at DISTRICT Board and other meetings. The DISTRICT also understands and acknowledges the importance of allowing for flexible hours and telework for MANAGER to improve District service delivery. MANAGER shall not be entitled to additional compensation for any work performed anywhere in excess of the DISTRICT's regular workweek.

B. Pension. DISTRICT agrees to enroll MANAGER in the California Public Employees Retirement System (CalPERS) at the Classic rate of 2% at 55 and pay both the Employer and Employee's contribution to the Public Employees Retirement System.

C. Administrative Leave. It is recognized that MANAGER must devote a great deal of his time outside normal office hours without the benefit of paid overtime in the conduct of DISTRICT business, and, to that end, MANAGER shall be entitled and credited with, as of the commencement of employment, ten (10) days of administrative leave, and shall thereafter be entitled to accrue and use administrative leave at the same rate of ten (10) days per year. Administrative leave days may be taken at the MANAGER's discretion. Administrative leave cannot be carried forward from year to year and cannot be cashed out.

D. Vacation Leave. As of the MANAGER's commencement of employment, MANAGER shall be credited with twenty (20) days of vacation leave and shall thereafter be entitled to accrue and use vacation leave at the same rate of twenty (20) days per year. Unused vacation benefits can be carried forward from year to year up to a maximum of 320 hours. MANAGER shall have the option to cash out accrued vacation at 100% value once per year. Cash out of vacation time would be subject to normal withholdings.

E. Sick Leave. As of the MANAGER's commencement of employment, MANAGER shall be credited with twelve (12) days of sick leave and shall thereafter be entitled to sick leave in the amount of twelve (12) days per year. Upon termination of this agreement, MANAGER shall have the option of converting his accrued sick leave hours into retirement credit with CalPERS.

F. Health Insurance. MANAGER is entitled to inclusion in, and contribution from DISTRICT's to, DISTRICT's available group health insurance plan in the same manner accorded to DISTRICT's other employees. If the cost of this available group health insurance has an increase or reduction, this amount of additional compensation will be adjusted to reflect the new cost. If the

MANAGER opts out of the DISTRICT health insurance plan and has proof of alternative coverage, the MANAGER shall have the option of having the DISTRICT pay the maximum amount allowed by law to be paid into the DISTRICT's Health Savings Plan (currently \$4150) or receive a cash-out amount of \$545 per month. The cash-out amount shall be subject to normal withholdings.

G. Cell Phone Allowance. MANAGER shall have the option of having a DISTRICT-issued cell phone or receive a monthly allowance of \$125.00 for maintaining a working cell phone, provided that said cell phone provides "24-7" access to MANAGER for district employees and board members. The Cell Phone Allowance shall be subject to normal withholdings.

SECTION 6. ADDITIONAL EXPENSES:

A. Dues and Subscriptions. DISTRICT agrees to pay the professional dues and subscriptions of MANAGER necessary for his continuation and full participation in such national, regional, state, and local associations and organizations as are necessary and desirable for his continued professional participation, growth, and advancement and the good of DISTRICT in accordance with approved budgetary limitations.

B. Professional Development. DISTRICT agrees that attending professional meetings and similar functions (e.g., short courses, conferences, seminars) fosters professional development and is beneficial and expected. DISTRICT Hereby agrees to pay the travel, lodging, and subsistence expenses of MANAGER for professional and official travel, lodging, conferences, and meetings in accordance with approved budgetary limitations.

C. Executive Expenses. DISTRICT recognizes that certain expenses of a non-personal and job-affiliated nature are incurred by MANAGER and hereby agrees to reimburse such expenses upon presentation of a receipt and submission of the appropriate confining purchase requisition to the President of the Board and Finance Department, in accordance with approved budgetary limitations and subject to any policies and guidelines the DISTRICT Board may impose.

D. Automobile/Travel Expenses. MANAGER's duties require that he have at all times during his employment with DISTRICT the use of a personal automobile. For travel within the course and scope of employment, other than to and from DISTRICT office, DISTRICT agrees to pay mileage reimbursement at the then-current IRS rate for personal automobile travel. In addition, to promote the use of public transportation, the DISTRICT agrees to reimburse the MANAGER up to \$500 per year for public transportation passes to and from home and the DISTRICT office.

E. Moving Expenses. District agrees to pay Manager moving expenses to relocate to the Central Coast incurred in 2024, up to a maximum of \$3,500. Expenses will be paid to MANAGER on a reimbursement basis for receipts, invoices, credit card statements, etc., related to rental trucks, storage, and labor related to relocation. Any reimbursement shall be subject to repayment in full by MANAGER to the DISTRICT if he resigns before June 10, 2026.

SECTION 7. AUTO INSURANCE ON PERSONAL VEHICLES USED FOR DISTRICT BUSINESS.

A. Insurance. MANAGER shall procure and maintain motor vehicle liability insurance coverage on an “occurrence basis” with companies authorized to do business in the State of California, with coverage of no less than five hundred thousand dollars (\$500,000) per accident for personal vehicles used for District business.

B. Additional Insured. The automobile insurance policy shall be endorsed to include the District as Additional Insureds.

C. Certificate. Before commencing work under this Contract, MANAGER shall provide DISTRICT with a Certificate of Insurance evidencing compliance with the foregoing requirements, accompanied by copies of the required endorsements. Certificates of Insurance shall specify that the insurer shall give DISTRICT thirty (30) days’ advance written notice by the insurer before cancellation of the policy except ten (10) days for non-payment of premium.

SECTION 8. TERMINATION:

A. At-Will Employment. MANAGER’s employment with the DISTRICT is “at-will” and MANAGER serves at the pleasure of the DISTRICT Board. As such, a majority of the DISTRICT Board may terminate MANAGER’s employment at any time, with or without cause, with or without advance notice, subject only to the provisions of this Section. Termination shall require a majority vote of the then existing Board. Likewise, nothing in this Agreement shall prevent, limit, or otherwise interfere with MANAGER’s right to resign at any time subject only to the provisions of this Section.

C. Termination Without Cause. In the event that DISTRICT terminates MANAGER’s employment for reasons other than those outlined in subsection D below, including without limitation, for no reason stated, before January 1, 2026, DISTRICT agrees to pay MANAGER a cash payment equal to twelve (12) months of the MANAGER’s then current salary. In the event that DISTRICT terminates MANAGER’s employment for reasons other than those outlined in subsection D below, including without limitation, for no reason stated, between January 1, 2026, and December 31, 2028, DISTRICT agrees to pay MANAGER a cash payment equal to six months (6) months of the MANAGER’s then current salary. In the event that DISTRICT terminates MANAGER’s employment for reasons other than those outlined in subsection D below, including without limitation, for no reason stated, after January 1, 2029, DISTRICT agrees to pay MANAGER a cash payment equal to four months (4) months of the MANAGER’s then current salary.

In addition to the cash payment, DISTRICT agrees to reimburse MANAGER any benefits that are lawfully required to be continued pursuant to COBRA and other statutes for six (6) months after the Manager’s “without cause” termination. Following such six (6) six-month periods, MANAGER retains the right to participate in Town health and related benefit programs, should such programs be instituted during the term of this Agreement, at MANAGER’s own and sole expense pursuant to the terms of COBRA.

MANAGER shall be compensated for any unused vacation leave, holidays, and other benefits accrued consistent with DISTRICT policies and/or pursuant to this Agreement.

The payment schedule pursuant to this section shall be at the sole discretion of the MANAGER.

D. Termination With Cause. The DISTRICT may terminate MANAGER's employment at any time for cause. No lump sum cash payment or other severance pay shall be due MANAGER upon any termination for cause. For purposes of this Agreement, "cause" shall mean any of the following:

- (1) a gross or habitual failure to perform the functions and duties of the DISTRICT MANAGER or any other obligations as required by the terms of this Agreement; or
- (2) Malfeasance or misfeasance; or
- (3) Any other intentional or grossly negligent action or inaction by MANAGER that materially and substantially:
 - (A) impedes or disrupts the operations of the DISTRICT; or
 - (B) is detrimental to employee or public safety; or
 - (C) violates properly established rules or procedures of the DISTRICT, causing a material and substantial adverse effect on the DISTRICT's interests as clearly defined and delineated by properly established DISTRICT Board action;
- (4) Conduct unbecoming the position of District General Manager; or
- (5) Insobriety while representing the District; or
- (6) Engaging in illegal business practices in connection with the District's business; or
- (7) Misappropriation of the District's assets; or
- (8) That MANAGER has been willfully and intentionally absent without leave, or has willfully and intentionally failed to report after leave of absence has expired; or
- (9) That Manager has willfully failed or refused to appear in obedience to lawful process or order of the DISTRICT Board or to answer questions under oath, before the DISTRICT Board or before a duly authorized committee of Congress of the United States or of the Legislature of the State of California, or a committee or subcommittee of said Congress or Legislature, or before any authorized court, office or tribunal, or before a Grand Jury, on any subject relating to (1) matters connected with the conduct of official business of the DISTRICT, or (2) any of the matters set forth in sections 1028 and 1028.1 of the Government Code of the State of California; or
- (10) MANAGER has been convicted or entered a plea of nolo contendere for a misdemeanor involving a crime of moral turpitude, or MANAGER has been convicted or entered a plea of nolo contendere of a felony.

E. Voluntary Resignation. MANAGER may voluntarily resign his position with DISTRICT by giving DISTRICT sixty (60) days prior written notice, unless the parties otherwise agree in writing. In the event MANAGER voluntarily resigns his position with DISTRICT, MANAGER shall be entitled only to all salary earned, but not paid as of the date of resignation, and payment for any accrued benefits allowed by DISTRICT policy or this Agreement.

F. Termination Based on Disability or Death. In the event MANAGER is permanently disabled, as determined by MANAGER's duly licensed physician, or is otherwise unable to perform His duties because of sickness, accident, injury, mental incapacity or health reasons for a period of three (3) consecutive months beyond any accrued sick leave, DISTRICT may terminate this Agreement. MANAGER shall be entitled only to all salary earned but not paid as of the date of Termination and payment for any accrued benefits allowed by DISTRICT policy or this Agreement.

G. Limitation on Obligation. Notwithstanding anything to the contrary otherwise, DISTRICT shall not be obligated to pay, and shall not pay, any amounts or continue any benefits under this agreement if MANAGER is terminated in the event MANAGER is convicted of a crime involving an abuse of His office or position. Any paid leave salary offered by DISTRICT to MANAGER pending an investigation shall be fully reimbursed by MANAGER if MANAGER is convicted of a crime involving an abuse of His office or position. For the purposes of this section, "abuse of office or position" means and is limited to the definition under Government Code section 53243.4 either of the following: (a) an abuse of public authority including but not limited to waste, fraud, and violation of the law under color of authority; or (b) a crime against public justice, including but not limited to, a crime described in Title 7 (commencing with Section 92) of Part 1 of the California Penal Code.

SECTION 9. GENERAL PROVISIONS:

A. Entire Agreement. This Agreement shall constitute the full, complete, and exclusive agreement between the parties hereto and shall supersede all prior and contemporaneous agreements, understandings, and representations regarding the subject matter hereof, whether oral or written.

B. Indemnification. DISTRICT agrees to defend, hold harmless, and indemnify MANAGER against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of MANAGER's duties. DISTRICT, at its direction, is not required to indemnify MANAGER for any illegal or criminal acts for which a court of competent jurisdiction has determined, without the possibility of appeal, was committed by MANAGER.

C. Bonding Requirements. DISTRICT shall bear full cost of the Fidelity Bond required of MANAGER under any law or ordinance.

D. Assignment. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by DISTRICT and MANAGER and their respective successors, assigns, heirs and executors, except that MANAGER may not assign this Agreement or delegate any of his obligations hereunder and may only assign his rights hereunder with the prior written consent of DISTRICT.

E. Severability. If any provision, or any portion hereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable, shall not be affected and shall remain in full force and effect.

F. Notices. Any notice required under this Agreement shall be in writing, shall be sent by personal delivery, first class mail, and shall be deemed effective upon receipt. Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as applies to civil judicial process.

G. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, without regard to its conflicts of laws principles.

H. Attorney's Fees. In the event of any dispute between the parties hereto relating to or arising out of this Agreement, the prevailing party shall be entitled to receive its reasonable attorneys' fees and costs, in addition to any other relief it may receive.

IN WITNESS THEREOF, the Oceano Community Services District has caused this Agreement to be signed and executed on its behalf by its President and duly attested to by its Business and Accounting Manager, and Peter Brown has signed and executed this Agreement on or near the day and year first above written.

OCEANO COMMUNITY SERVICES DISTRICT

President, Charles Varni

GENERAL MANAGER

Peter J. Brown

ATTEST:

Carey Casciola
Business and Accounting Manager

APPROVED AS TO FORM:

Robert W. Schultz, District Counsel

EXHIBIT A

GENERAL MANAGER

1. DEFINITION

The General Manager, under policy direction of the Board of Directors, plans, organizes, coordinates, and supervises all District functions and activities related to the production and distribution of potable water and the collection and disposal of wastewater and other functions of the District; provides policy guidance and program evaluation to staff and elected officials; encourages and facilitates improvement in the provision of services to customers by District staff; fosters cooperative working relationships with intergovernmental and regulatory agencies, various public and private organizations and District staff; acts as Secretary to the Board of Directors; performs related work as assigned. This position has management status and is Fair Labor Standards Act (FLSA) exempt.

2. CLASSIFICATION CHARACTERISTICS

The employee in this classification is the Chief Administrative Officer of the District, serves at the pleasure of and is accountable to the Board of Directors for all staff, functions and activities within policy guidance and applicable state and federal laws and regulations.

3. DUTIES

- A. Plans, organizes, coordinates, and administers, either directly or through subordinate supervisors, the work of the District in accordance with the adopted goals and objectives of the Board of Directors and applicable laws and regulations.
- B. Directs and coordinates the development and implementation of goals, objectives, policies, procedures, and programs for the District; administrative policies, procedures, and work standards to assure that goals and objectives are met and that programs provide mandated services in an effective and efficient manner.
- C. Prepares and administers the annual budget and quarterly budget reviews for the District; reviews all District expenditures; provides financial management for the District.
- D. Acts as Secretary for the Board of Directors and is authorized to delegate any duties of the Secretary to employees of the District.; advises the Board on issues and programs; prepares and recommends long-range plans for District funding and service provisions; and directs the development of specific proposals for action regarding current and future District needs.
- E. Assures that appropriate notice of Board meetings is posted and that other legal notification requirements are met, pursuant to the Brown Act and all applicable laws.
- F. Represents the Board and the District in contact with governmental, administrative, and regulatory agencies, community groups and various businesses, professional and legislative organizations, and District customers, and acts as a District liaison with the media.
- G. Directs and reviews special studies; provides for contract services as required and administers various service, construction, and equipment contracts; coordinates the review and approval of

development plans and specifications with the District's engineer(s) and/or operator(s) for conformance with District standards on behalf of the District.

H. Provides for the recruitment, selection, and retention of District staff; administers discipline as required; provides guidance and direction to staff regarding policies, procedures, and State and Federal law.

I. Prepares a variety of timely correspondence, policies, procedures, reports, minutes, and other written materials, including staff reports, in accordance with the Brown Act and applicable deadlines.

J. Maintains and directs the maintenance of working and official District files.

K. Assures that the Board is kept informed of District program and financial status and of legal, social, and economic issues affecting District activities.

L. In concert with the District Counsel, monitors changes in the law and operational process changes that may affect District operations; implements operational and procedural modification as required.

M. Other duties as required.

4. EMPLOYMENT STANDARDS

Knowledge of:

A. Administrative and leadership principles and practices, including goal setting, program development, implementation and evaluation, the management of employees, and team building experience.

B. Principles, practices, and procedures of public administration in a special district setting.

C. Functions, authority, responsibilities, and limitations of an elected Board of Directors.

D. Principles and practices of potable water production, treatment, and distribution.

E. Applicable legal guidelines and standards affecting District operations, confidentiality, and transparency to the public.

F. Techniques for dealing with a variety of individuals from various socioeconomic, ethnic, and cultural backgrounds, in person and over the telephone, occasionally when relations may be confrontational or strained.

G. Spanish language is desirable.

H. Knowledge of Public Information Officer duties and social media outlets.

Skill in:

A. Planning, organizing, administering, coordinating, reviewing, and evaluating a variety of District programs and activities.

B. Working cooperatively with and accomplishing implementation of the policies of an elected Board of Directors.

C. Developing and implementing goals, objectives, policies, procedures, work standards, and internal controls.

D. Developing and administering an annual budget and quarterly budget reviews.

E. Cooperating and coordinating with external auditors in preparing and complying with annual audit requirements.

F. Interpreting, applying, and explaining, in coordination with District legal counsel, complex laws, codes, and regulations.

- G. Preparing clear and concise reports, correspondence, and other written materials, including timely staff reports for the Board meetings.
- H. Reviewing, understanding, and explaining, in coordination with the District's engineer(s) and/or operator(s) infrastructure reports, plans, specifications, and engineering documents.
- I. Using initiative and independent judgment within general policy guidelines.
- J. Making public presentations and conducting public hearings.
- K. Using tact, discretion, and prudence in dealing with those contacted in the course of the work.

Physical Characteristics:

The job may require limited physical exertion, including bending, stooping, lifting up to 50 pounds, and walking up to two miles. Reasonable accommodation will be made as necessary.

Working Conditions:

- A. Attend meetings outside of normal working hours.
- B. Liaison with other Special Districts, County Government, and Municipal Authorities.

Licensing and Certification:

- A. Must possess a valid California Class C driver's license and have a satisfactory driving record.
- B. Must be bondable by the District's fidelity bond insurer.



Oceano Community Services District

1655 Front Street, P.O. Box 599, Oceano, CA 93475

(805) 481-6730 FAX (805) 481-6836

Date: May 22, 2024

To: Board of Directors

From: Carey Casciola, Business & Accounting Manager

Subject: **Agenda Item #9(B):** Presentation by One Cool Earth regarding their "Earth Genius" program at Oceano Elementary School and consideration of a proposal for Fiscal Year 2024-25 of \$10,000 from the Garbage Fund for the "Earth Genius" Program and a second proposal of \$7,000 from the Water Fund for the Stormwater Capture and Groundwater Recharge Project Education

Recommendation

It is recommended that your Board review and consider:

1. A presentation from One Cool Earth regarding the Fiscal Year 2023-24 "Earth Genius" Program at the Oceano Elementary School.
2. A proposal for the Fiscal Year (FY) 2024-25 "Earth Genius: program of \$10,000 from the Garbage Fund.
3. A proposal for the Stormwater Capture and Groundwater Recharge Project Education of \$7,000 from the Water Fund.

Discussion

[One Cool Earth Inc.](#) is a local non-profit organization founded in 2001 to provide vital education and outreach at local area schools. One Cool Earth Inc. has been successful in helping obtain grants for several school districts within San Luis Obispo County to serve students and staff. Since 2017, your Board has provided annual financial support to One Cool Earth's outdoor school garden program called "Earth Genius" at the Oceano Elementary School site. The attached FY 2024-25 proposal is \$10,000 and is funded by the Garbage Fund.

The District was awarded funding under the State Water Board's (SWB) Technical Assistance (TA) program for preliminary design efforts and development of a grant application for funds from Proposition 1, a water bond approved by California voters in 2014. The TA work was directly funded by the SWB, and the District did not incur costs for those efforts. On July 10, 2019, your Board approved a grant application for a stormwater capture and groundwater recharge project (Project) at Oceano Elementary School and on 19th Street between Beach and Paso Robles streets. The grant application was submitted in July 2020. On March 24, 2021, your Board authorized entering into a funding agreement with the SWB to fund project implementation. The scope of work in the attached funding agreement dedicates \$7,333 of funds to Education/Outreach.



Other Agency Involvement

Lucia Mar Unified School District: Oceano Elementary School.

Financial Considerations

The Oceano Finance and Budget Committee will review the Fiscal Year 2024/25 Preliminary Budget in a workshop on May 23, 2024. This budget has \$10,000 budgeted in the Garbage Fund for this program, and the Water Fund encumbered the Stormwater Project funds from FY 2022/23.

Results

Supporting local outreach and programs promotes an educated, healthy, engaged, and well-governed community.

Attachments: One Cool Earth Inc. FY 2024-25 Earth Genius Proposal
 Once Cool Earth Inc. Stormwater Education
 Stormwater Grant Agreement No D2112146



1. Organization Background

One Cool Earth (OCE), a 501(c)3 nonprofit, operates in San Luis Obispo and Northern Santa Barbara County. OCE believes that every child deserves a place to grow--physically, personally, and intellectually. Our School Garden Program creates and operates gardens as learning labs that power healthy, happy and smart youth.

Over the past twenty years OCE has steadily expanded, refining our mission and adding partners to support garden-based educational opportunities at public schools throughout the county. In the 2021-22 school year, OCE worked with 2000 students/week on garden-related educational projects at 23 schools, focusing on elementary grade levels. In 2022-23 school year, we worked with 28 schools averaging 3000 students/week. In the 2023-24 school year, we expect to continue with 28 schools but increase programming options to include the Premium Program allowing our educators to spend two days per week at their school site and deepen the learning experience. Oceano Elementary will go from Standard to Premium Program starting in 2024-25 school year.

2. Program Summary

One Cool Earth requests funding to support our garden education program at Oceano Elementary School in Oceano. Our School Garden Program facilitates student-led projects that create real-world impacts (water savings, waste reduction, food production), building student wellbeing by encouraging responsibility, teamwork, environmental stewardship, and pride for their campus. In addition, our program makes water conservation and waste reduction relevant and personal by tying these concepts to growing food in school gardens. All our lessons are aligned with NGSS standards-based academics to support student learning in many subject areas, but especially science.

One Cool Earth provides a dedicated, weekly outdoor educator to each school who works directly with approximately 100 students each week (Standard Program) or 200 students per week (Premium Program), teaching a series of 18 project-based lessons to students outdoors on campus. Our program engages students with all five of their senses by completing garden improvement projects that reinforce science, technology, engineering, and math concepts. Example lessons include operating a school-wide vermicomposting and recycling program to reduce school waste hauling costs and provide fertilizer for garden beds, conducting home water audits, installing home water conservation fixtures, and building habitat gardens to reduce school water use, increase pollinators and beneficial predatory insects, and reduce pesticide use.

In addition, the lessons involve planting and harvesting vegetables, and our schedule produces a minimum of 3 harvests per year at a school site. Harvested vegetables are used in cooking lessons and tastings. Excess vegetables are provided to the Food Services department to be included in school lunches.



Besides teaching lessons directly to students, our program builds schools' capacity to incorporate outdoor education as a standard practice. Our educators work with teachers to model student management and age-appropriate, standards-based lessons. In addition, working with students and volunteer community groups, we build and maintain outdoor education infrastructure, ensuring that compost systems, garden irrigation, soil, pathways, and other vital features are safe, attractive, and functional.

3. Program Needs

School gardens address several local needs of County residents. Overall, our program has developed at the invitation of local school administrators, teachers, parents, and students. School gardens are a resource requested by the community. Of Oceano Elementary School's population of 406 students, 91% of qualify as low-income based on eligibility for free/reduced lunches, 85% identify as non-white, and 39% have a health risk due to body composition¹ according to state Physical Fitness tests. Our School Garden Program addresses several inter-related needs of students--environmental wellbeing, academics, and health--this holistic approach has proven more effective and engaging than addressing any one need in isolation from the others.

Environment

South San Luis Obispo county currently faces many environmental issues. Students represent key influencers in their family and community. By involving them in meaningful projects to improve their campuses, they gain knowledge, skills, attitudes and behaviors that they pass on to their families and communities.

The School Garden Program encourages wise water-use. In an area of drought and groundwater overdraft, water conservation supports the stability of an area dependent on agricultural crops. Low-income residents are often hardest-hit by increasing utility prices, and water conservation provides direct financial savings. Overall, the current widespread community debate over water and land use presents an opportunity to inform decisions and promote both urban and agricultural watershed conservation behaviors through community education, using the schools as an entry point to discussion and action. Students versed in basic agricultural practices and urban water conservation techniques will be well-suited as watershed stewards now and in the future. One Cool Earth will incorporate stormwater and Low Impact Design (LID) education with the upcoming Oceano Elementary capital improvement project and education funding yet to be determined from a Prop 1 grant awarded to Oceano CSD.

Furthermore, the School Garden Program addresses school waste costs as well as state mandates to reduce waste. Our garden programs are linked with school-wide recycling and



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composting programs. We process the compost in bins using worms to produce fertilizer for our gardens. By recycling, we reduce school waste hauling costs by up to \$3000 per year per school, helping to justify schools in partially funding garden programs. Increased student waste-disposal awareness leads to reduced pollution from improper waste disposal.

The School Garden Program takes place entirely outdoors, in school gardens, and encourages student familiarity and comfort in outdoor settings, encouraging outdoor activity and recreation on their own, which leads to appreciation for and stewardship of natural resources--if they connect with nature, they will protect nature.

Education

US students lag behind their international peers in Science (including Health), Technology, Engineering, and Math (STEM) education, and the gap is greatest for low-income students. Science is a challenging subject for many students, even more so since elementary ² schools lack dedicated lab space where hands-on science projects can take place. In addition, multi-subject elementary teachers often lack strong background training in scientific subjects and science education pedagogy. Elementary science achievement is important, as success forms a basis for continued student learning in STEM subjects through middle school and high school. Basic science education will also allow students to make more informed and reasoned decisions in their personal and civic lives .³

The School Garden Program bridges textbook learning with the real world, and garden-based lessons aligned to classroom standards serve as effective, engaging , and low-cost ⁴ ⁵ laboratories as they model many of the basic concepts in earth science, life sciences, and physical sciences. Also, by providing teachers with training, coaching, and resources, and by maintaining gardens, the School Garden Program increases the capacity of schools to teach science effectively.

Health

The School Garden Program includes best-practices in nutrition education by involving students in every step of the food system, from growing and harvesting, to cooking, eating, and sharing and operating the program over the duration of the school year. Nutrition makes outdoor education personal and relevant, and ties resource conservation and outdoor appreciation and recreation to health, a critical feature of our program at schools like Oceano Elementary where nearly 40% of students are at risk of disease due to body composition.

The body of research has found that garden-based nutrition education programs are a more effective method for increasing nutrition knowledge, fruit and vegetable identification.

¹ School Accountability Report Card <http://www.cde.ca.gov/ta/ac/sa/> Accessed Nov. 1st, 2016.

² National Math + Science Initiative, "The STEM Crisis."

<https://www.nmsi.org/AboutNMSI/TheSTEMCrisis.aspx> Accessed: 29 November 2016. ³ Marincola,

Katharine Rondthaler Krieg | Executive Director | (805) 242-6301 |



Elizabeth. "Why Is Public Science Education Important?" *Journal of Translational Medicine* 4 (2006): 7. PMC. Web. 30 Jan. 2017.

⁴ Pigg, A., Waliczek, T., & Zajicek, J. (2006). Effects of a Gardening Program on the Academic Progress of Third, Fourth, and Fifth Grade Math and Science Students. *HortTechnology*, 16(2), 262-264. ⁵ Smith, L., & Motsenbocker, C. (2005). Impact of Hands-on Science through School Gardening in Louisiana Public Elementary Schools. *HortTechnology*, 15(3), 439-443.

skills, and fruit and vegetable consumption than in-classroom nutrition education programs. Research also supports that garden-based interventions that involved consistent ⁶⁷⁸ exposure to the garden over a longer period of time were more likely to increase consumption of fruits and vegetables¹². Three determinants lead to the most effective nutritional behavior change: 1) decrease fear of trying new foods (neophobia); 2) increase perception that it is socially acceptable to eat fruits and vegetables; and 3) increase self-efficacy in abilities to eat fruits and vegetables. The hands-on nature of our school garden program is a key component for nutritional behavior change in children because it directly connects them to new foods in a supportive environment, offers many opportunities to taste and eat new foods, and provides skills that students can use to independently choose and prepare healthy foods .⁹

4. Collaboration

The School Garden Program closely partners with public schools to thoroughly integrate garden education with curriculum. In addition, our program has formed partnerships with many local agencies.

We partner with the National Oceanic and Atmospheric Administration, Creeklands Conservation, the Central Coast State Parks and the Resource Conservation Districts to enhance our science programming through the use of their facilities, funding, and technical expertise.

We have received funding and technical support from the County Public Health Department, the Food Bank Coalition, and the UC Cooperative Extension for the health components of our garden-education. City Farm, a 501(3)c, and OCE collaborate to cross promote our efforts, as we continue to work towards a common goal of community access to local, sustainable food. Additionally we partner with the National Oceanic and Atmospheric Administration to enhance our science programming through the use of their facilities, funding, and expertise.

In addition, we have partnered deeply with the communities we serve, taking the time to understand our student's needs and meet them where they are: culturally and linguistically. We have built our organization's cultural competency through diversity trainings, Spanish language lessons, and by soliciting input and advice from our diverse community partners, including teachers, social workers, and parents as we design and implement our programs.

⁶ Morgan, P., Warren, J., Lubans, D., Saunders, K., Quick, G., & Collins, C. (2010). The impact of nutrition education with and without a school garden on knowledge, vegetable intake and preferences and quality



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of school life among primary-school students. *Public Health Nutrition*, 13(11), 1931-1940. ⁷ McAleese, J. D., & Rankin, L. L. (2007). Garden-Based Nutrition Education Affects Fruit and Vegetable Consumption in Sixth-Grade Adolescents. *Journal of the American Dietetic Association [H.W. Wilson - GS]*, 107(4), 662. ⁸ Wright, W., & Rowell, L. (2010). Examining the effect of gardening on vegetable consumption among youth in kindergarten through fifth grade. *Wisconsin Medical Journal*. 3(109), 125-129. ⁹ Roche, E., Conner, D., Kolodinsky, J. M., Buckwalter, E., Berlin, L., & Powers, A. (2012). Social Cognitive Theory as a Framework for Considering Farm to School Programming. *Childhood Obesity*, 8(4), 357-363.

5. Proposed Scope of Work for Fiscal Year 2024-24

Program/Project Summary:

Goal/Objective	Major Tasks (to achieve goal) Timeline
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	<p>including parents, businesses, and partner organizations.</p> <p><i>via school newsletter, website, media to engage community</i></p>
<p>3) Improve program delivery and outcomes</p>	<p>1. The School Garden Program will be evaluated using both qualitative and quantitative</p> <p><i>Aug. - Sept. 2024 - Establish baselines for campus composting, recycling, and outdoor ed.</i></p>

5

<p>through evaluation</p>	<p>methods. Tools include pre- and post-tests to measure changes in skills, knowledge, attitudes, and behaviors related to health and science. We will also collect and record testimonials and feedback from teachers, students and partners.</p> <p><i>Infrastructure and impacts.</i></p> <p><i>Sept. 2024 - May 2025 - Administer in-lesson pre- and post-tests to gauge student progress and impacts.</i></p> <p><i>May 2024 - Measure progress towards campus improvement goals and student project completion.</i></p> <p><i>June 2024 - Compile and analyze results</i></p>
----------------------------------	---

Program OUTPUTS:



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The program will reach **377** underserved students at Oceano Elementary School with intensive, year-long programming during the 2024 - 2025 school year. A total of at least **208** garden-based lessons per year will be taught.

The school site will host **3** x harvest/planting events with students, **2** x community volunteer workdays, and 1 Family Cooking **100** students will be involved in **3** x cooking lessons using garden produce. **377** students (total school population) will receive produce tastings during the school-year. *SARC reports 406 students as total population as of 2019

Program OUTCOMES:

1) **90%** of students will increase their skills, confidence and knowledge about environmental concepts involving waste and water, measured using pre- and post-tests. 2) **80%** of teachers will have improved their ability to teach in the garden based on confidence self-reporting on post-test evaluation to follow the teacher trainings 3) **70%** of students will improve nutrition behaviors as evidenced by vegetable identification and preference pre- and post- test evaluations. 4) Schools will save an average of **\$1500** per year, per school in waste hauling costs by reducing waste through student-run recycling and composting programs, measured using school waste-hauling bills and waste audits to calculate diversion rates. 5) Students will save an average of **1000** gallons of water per year per student (**230K** gallons total) through the use of water savings measures in their homes and landscapes, and through water reduction projects at school, measured based on water conservation projects savings on school campus, through self-reported behavior changes in pre- and post-test, as well as through participation rate in pledges to implement water-savings behaviors and technologies at home and in school.

Budget

Budget Item	Total Cost	Requested from OCSD
<u>Personnel</u>		
Educator (<i>teaches lessons to students; 836 hours @ \$25/hour includes wage + taxes/insurance</i>)	\$20,900	\$10,000
Support Staff (<i>Program Director provides regular training, reviews and lesson support; Garden Specialist provides outdoor classroom maintenance; 306 hours @ \$30/hour includes wage + taxes/insurance;</i>)	\$9,200	\$0
Volunteer Outdoor Classroom Labor	\$1,000	\$0
<u>Materials</u>		

Katharine Rondthaler Krieg | Executive Director | (805) 242-6301 |

Agenda Item 9B kathariner@onecoolearth.org May 22, 2024 - Page 56 of 90 Every child deserves a place to grow!



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Outdoor Classroom Materials (<i>soil, compost, plants, lesson materials</i>)	\$1,000	\$0
<u>Travel</u>		
Field Trips (<i>two trips to local watershed educational center, including bus costs and entrance fees for 50 students</i>)	\$1,000	\$0
<u>Indirect Costs</u>		
Indirect Costs (<i>insurance, office, accounting, etc. < 10% of direct costs</i>)	\$2,800	\$0
Totals:	\$35,900	\$10,000

Katharine Rondthaler Krieg | Executive Director | (805) 242-6301 |

Agenda Item 9B

katharine@onecoolearth.org Every child deserves a place to grow!

May 22, 2024 - Page 57 of 90

www.onecoolearth.org

Attachment - Proposal



P.O Box 150
 San Luis Obispo, CA 93406
 Phone: (805)242-6301
 Email: katharine@onecoolearth.org
 Non-Profit EIN: 34-1939404

Quote: Oceano CSD

March 18th, 2024

This quote is to Oceano Community Service District for the amount of **\$7,000** for One Cool Earth's Stormwater Education at Oceano Elementary. This is not an invoice.

Item	Description	Quantity	Price
Curriculum Development	Modify the following 7 lessons to tie in Oceano Stormwater project: S7 L1. Rainscaping S4. L1. Drought Hardy Gardens, S1 L3. Pollution Solutions S1.L2. Weather science S6. L1 Living in Our Watershed S4, L3 Water Audit S2 L1 Drip, Drop Drought	25 hours for curriculum development	1710
Lesson delivery	7 lessons taught at Oceano Elementary <ul style="list-style-type: none"> • 3 to 6 classes per lesson • 2 hours of Educator time per lesson 	84 Educator hours for lesson delivery	5040
Materials	Lesson materials	All materials for the 7 lessons	250
Total			7000

Thank you for partnering with us to improve the environment and strengthen the community! For questions regarding program delivery and support, please feel free to reach out.

Katharine Rondthaler Krieg

Katharine Rondthaler Krieg
 Executive Director
 (805) 242-6301
kathariner@onecoolearth.org



STORM WATER
GRANT

AGREEMENT NO. D2112146

by and between

OCEANO COMMUNITY SERVICES DISTRICT

AND

CALIFORNIA STATE WATER RESOURCES CONTROL BOARD ("State Water Board")

for the purpose of the

STORMWATER CAPTURE AND GROUNDWATER RECHARGE PROJECT

Section 79747 of the Water Code, and Resolution No. 2019-0059.

PROJECT FUNDING AMOUNT: \$2,450,733

MATCH CONTRIBUTION: \$129,357

ESTIMATED REASONABLE PROJECT COST: \$2,580,090

ELIGIBLE WORK START DATE: OCTOBER 1, 2021

WORK COMPLETION DATE: FEBRUARY 29, 2024

FINAL REIMBURSEMENT REQUEST DATE: MARCH 31, 2024

RECORDS RETENTION END DATE: FEBRUARY 29, 2060

1. The State Water Board and the Recipient mutually promise, covenant, and agree to the terms, provisions, and conditions of this Agreement, including the following Exhibits, which are attached hereto or are incorporated by reference:

- EXHIBIT A – SCOPE OF WORK AND SCHEDULE
- EXHIBIT B – FUNDING TERMS
- EXHIBIT C – GENERAL TERMS AND CONDITIONS 2019-NOV
- EXHIBIT D – SPECIAL CONDITIONS

2. Party Contacts during the term of this Agreement are:

State Water Board		Oceano Community Services District	
Section:	Division of Financial Assistance		
Name:	Bridgette Holliday, Project Manager	Name:	Will Clemens, General Manager
Address:	1001 I Street, 17 th Floor	Address:	PO Box 599
City, State, Zip:	Sacramento, CA 95814	City, State, Zip:	Oceano, CA 93475
Phone:	(916) 341-5701	Phone:	(805) 481-6730
Email:	Bridgette.Holliday@waterboards.ca.gov	Email:	will@oceanocsd.org

Each party may change its contact upon written notice to the other party. While Party Contacts are contacts for day-to-day communications regarding Project work, the Recipient must provide official communications and notices to the Division's Deputy Director.

3. Conditions precedent to this Agreement are set forth as follows:

- (a) The Recipient must deliver to the Division a resolution authorizing this Agreement and identifying its authorized representative by title.

4. The Recipient represents, warrants, and commits to the following as of the Eligible Work Start Date and continuing thereafter for the term of this Agreement, which shall be at least until the Records Retention End Date:

- (a) The Recipient agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents.
- (b) The execution and delivery of this Agreement, including all incorporated documents, has been duly authorized by the Recipient. Upon execution by both parties, this Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.
- (c) None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present

or future creditors of Recipient. The Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Recipient is able to pay its debts as they become due. The Recipient maintains sufficient insurance coverage considering the scope of this Agreement, including, for example but not necessarily limited to, general liability, automobile liability, workers compensation and employer liability, and professional liability.

(d) The Recipient is in compliance with all State Water Board funding agreements to which it is a party.

5. This Agreement, and any amendments hereto, may be executed and delivered in any number of counterparts, each of which when delivered shall be deemed to be an original, but such counterparts shall together constitute one document. The parties may sign this Agreement, and any amendments hereto, either by an electronic signature using a method approved by the State Water Board or by a physical, handwritten signature. The parties mutually agree that an electronic signature using a method approved by the State Water Board is the same as a physical, handwritten signature for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

OCEANO COMMUNITY SERVICES
DISTRICT

STATE WATER RESOURCES CONTROL
BOARD

By: 

By: 

Name: Will Clemens
Title: General Manager

Name: Joe Karkoski
Title: Deputy Director
Division of Financial Assistance

Date: 4/11/22

Date: 4/20/2022

EXHIBIT A – SCOPE OF WORK AND SCHEDULE

A.1 PROJECT PURPOSE AND DESCRIPTION.

The Project is for the benefit of the Recipient and has a Useful Life of at least twenty (20) years. The funding under this Agreement shall be used for the purpose of constructing a low impact development storm water runoff management system utilizing a variety of best management practices along local streets and a subsurface infiltration gallery located beneath a playing field to reduce nuisance flooding, support sustainable groundwater supply within the Santa Maria River Valley Groundwater Basin, and reduce pollutant loading into the impaired Arroyo Grande Creek.

A.2 SCOPE OF WORK.

The Recipient agrees to do the following:

1. Project Management
 - 1.1 Provide all technical and administrative services as needed for Project completion; monitor, supervise, and review all work performed; and coordinate budgeting and scheduling to ensure the Project is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations.
 - 1.2 Notify the Project Manager at least fifteen (15) working days in advance of upcoming meetings, workshops, and trainings.
 - 1.3 Develop and update appropriately a detailed Project schedule, including key Project milestones, and submit to the Project Manager.
 - 1.4 Conduct periodic and final site visits with the Project Manager.
 - 1.5 Conduct pre-, during, and post-construction photo monitoring at the Project site and submit to the Project Manager.
2. General Compliance Requirements/Project Effectiveness and Performance
 - 2.1 Submit Global Positioning System (GPS) information for project site(s) and monitoring location(s) for this Project to the Project Manager. Submittal requirements for GPS data are available at: http://www.waterboards.ca.gov/water_issues/programs/grants_loans/grant_info/docs/gps.pdf.
 - 2.2 Prepare and submit an updated Project Assessment and Evaluation Plan (PAEP) which describes the manner in which the Project performance will be assessed, evaluated, and reported to the Project

Manager for approval. The PAEP shall detail the methods of measuring and reporting Project benefits. Implementation of any monitoring and performance assessment and/or evaluation actions shall not occur prior to PAEP approval by the Project Manager.

- 2.3 Measure, evaluate, and document Project performance based on the effectiveness criteria in the approved PAEP. Include results of the performance assessment, along with any supporting data and analysis, in the associated quarterly progress report and the Final Project Report.

3. Environmental Compliance and Permitting

Project Funds for construction/implementation will not be disbursed until California Environmental Quality Act (CEQA) documents, permitting, access negotiations and other required approvals are complete.

- 3.1 Complete documentation required under CEQA for the proposed implementation project. Take all required steps to prepare, circulate, and certify the required CEQA document(s).
 - 3.1.1 Submit the draft CEQA document to the Project Manager for comment, if applicable.
 - 3.1.2 Submit the final CEQA document to the Project Manager.
 - 3.1.3 Obtain written environmental clearance from the Project Manager confirming the State Water Board has made its own environmental findings and concurred that construction/implementation may proceed. The State Water Board may deem construction/implementation costs incurred prior to obtaining such confirmation ineligible for reimbursement.
- 3.2 Obtain all public agency approvals, entitlements, or permits required for Project implementation before field work begins. If the Project is carried out on lands not owned by the Recipient, the Recipient must obtain adequate rights of way for the Useful Life of the Project. Submit a list and signed copies of such approvals, entitlements or permits to the Project Manager.

4. Planning, Design, and Engineering

- 4.1 Prepare a Design Report that includes a geotechnical analysis and hydrology study to support the design plans and specifications, and submit to the Project Manager for comment.

- 4.2 Prepare the one hundred percent (100%) design plans and specifications with a summary describing: any changes that may affect the Project quantities and benefits listed in this item and final secured-match sources and amounts that will satisfy Match Contribution, and submit to the Project Manager for approval. The Project shall capture, treat, and/or infiltrate storm water and dry weather runoff collected from a minimum of seventeen (17) acres of drainage area. The Project shall be designed to manage a minimum of seven (7) acre-feet per year of runoff using the following approaches:
 - 4.2.1 Install a minimum of sixty (60) linear feet of storm drain and a minimum of one (1) manhole to convey stormwater to the subsurface infiltration gallery in Item 4.2.2.
 - 4.2.2 Install a subsurface infiltration gallery at Oceano Elementary School with a minimum design storage capacity of nineteen thousand six hundred (19,600) cubic feet.
 - 4.2.3 Install a minimum of five hundred (500) linear feet of curb and gutter with curb-cuts.
 - 4.2.4 Construct a minimum of one thousand nine hundred (1,900) square feet of bioretention area.
 - 4.2.5 Replace a minimum of seven thousand one hundred (7,100) square feet of impervious surfaces with pervious pavement and/or landscaping.
 - 4.2.6 Install a minimum of thirty-two (32) street trees.
- 4.3 Complete the bid documents in accordance with the approved design plans, after receiving all required approvals, and advertise the Project for bid. Submit the advertised bid documents and bid summary to the Project Manager.
- 4.4 Comply with the Department of General Services, Division of State Architect (DSA) process for design plan approval, if required.
 - 4.4.1 Submit design plans and specification approved in Item 4.2 to DSA for approval, or;
 - 4.4.2 Provide a letter certifying the Project is exempt from DSA review and the basis for the exemption to the Project Manager.
- 4.5 Submit proof of design plan approval received from DSA, if required, including comments or changes, electronically to the Project Manager prior to preparing the bid documents in Item 4.3.

5. Construction and Implementation

- 5.1 Award the construction contract(s) and submit the Notice(s) to Proceed and awarded contract(s) for the Project to the Project Manager.
- 5.2 Construct the Project in accordance with the approved design plans and specifications in Item 4.2 after obtaining environmental clearance in Item 3.1.3 and the necessary approvals, entitlements, or permits in Item 3.2.
- 5.3 Submit any proposed changes that arise during construction that may affect the Project's benefits listed in Item 4.2, schedule, or costs to the Project Manager for approval prior to proceeding with the changes.
- 5.4 Submit as-built drawings and a summary of changes from the approved design plans and specifications that occurred during construction to the Project Manager.
- 5.5 Prepare an Operations and Maintenance Plan that addresses operation and maintenance of the Project for its Useful Life and submit to the Project Manager for approval.
- 5.6 Prepare a memorandum of understanding and/or agreements that are required to Operate and Maintain the Project.
 - 5.6.1 Submit the draft memorandum of understanding and/or agreements to the Project Manager for comment.
 - 5.6.2 Submit the executed (final) memorandum of understanding and/or agreements to the Project Manager.

6. Stakeholder Outreach

- 6.1 Conduct outreach meetings/tours/activities, prepare website content, and distribute mailers to inform the public of the purpose of the Project; Project construction activities, timelines, and associated closures and long-term maintenance of the Project.
 - 6.1.1 Submit outreach materials, website links, and photo documentation to the Project Manager.
- 6.2 Install interpretive educational element(s) describing the benefits of the Project.
 - 6.2.1 Submit draft design of interpretive element(s) to the Project Manager for comment prior to installation.

6.2.2 Submit photo documentation of the installed element(s) to the Project Manager.

A.3 PROGRESS REPORTS.

The Recipient must submit quarterly progress reports, using a format provided by the Project Manager, within forty-five (45) days following the end of the calendar quarter (March, June, September, and December) to the Project Manager. Progress reports must provide a brief description of activities that have occurred, milestones achieved, monitoring results (if applicable), and any problems encountered in the performance of the work under this Agreement during the applicable reporting period. Reporting is required even if no Project-related activities occurred during the reporting period. The Recipient must document all activities and expenditures in progress reports, including work performed by contractors.

A.4 AS-NEEDED REPORTS.

The Recipient must provide expeditiously any reports, data, and information reasonably required by the Division including, but not limited to, material necessary or appropriate for evaluation of the funding program or to fulfill any reporting requirements of the state or federal government.

A.5 FINAL REPORTS.

- (a) At the conclusion of the Project, the Recipient must submit the following to the Project Manager:
- (1) Draft Final Project Report. Prepare and submit to the Project Manager for comment a draft Final Project Report in a format provided by the Project Manager.
 - (2) Final Project Report. Prepare a Final Project Report that addresses, to the extent feasible, comments made by the Project Manager on the draft Final Project Report. Submit one (1) reproducible master copy and an electronic copy. Upload an electronic copy in pdf format to the Financial Assistance Application Submittal Tool (FAAST) system (available at <https://faast.waterboards.ca.gov>).
 - (3) Final Project Summary. Prepare a brief summary of the information contained in the Final Project Report using a format provided by the Project Manager and include accomplishments, recommendations, and lessons learned, as appropriate. Upload an electronic copy in pdf format to the FAAST system.

- (4) Final Project Inspection and Certification. Upon completion of the Project, the Recipient shall provide for a final inspection and shall certify that the Project has been completed in accordance with this Agreement, any final plans and specifications submitted to the State Water Board, and any amendments or modifications thereto. If the Project involves the planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, or other professionals, the final inspection and certification shall be conducted by a California Registered Civil Engineer or other appropriate California registered professional. The results of the Final Project Inspection and Certification shall be submitted to the Project Manager.
- (b) If the Recipient fails to submit a timely Final Project Report, the State Water Board may stop processing pending or future applications for new financial assistance, withhold reimbursements under this Agreement or other agreements, and begin administrative proceedings.

A.6 SIGNAGE.

The Recipient must place a professionally prepared sign at least three (3) feet tall by five (5) feet wide made of ¾-inch thick exterior grade plywood or other approved material in a prominent location on the Project site and must maintain the sign in good condition for the duration of Project implementation. The sign may include another agency's required information and must include, prominently displayed, the following disclosure statement and color logos (available from the Division):



"Funding for this project has been provided in full or in part under the Proposition 1 – the Water Quality, Supply, and Infrastructure Improvement Act of 2014 through an agreement with the State Water Resources Control Board."

A.7 SCHEDULE.

Failure to provide items by the due dates indicated in the table below may constitute a material violation of this Agreement. The Project Manager may adjust the dates in the “Estimated Due Date” column of this table, but “Critical Due Date” adjustments will require an amendment to this Agreement. The Recipient must complete and submit all work in time to be approved by the Division prior to the Work Completion Date. As applicable for specific submittals, the Recipient must plan adequate time to solicit, receive, and address comments prior to submitting the final submittal. The Recipient must submit the final Reimbursement Request prior to the Final Reimbursement Request Date set forth on the Cover Page.

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
EXHIBIT A.2 – SCOPE OF WORK			
1.	Project Management		
1.2	Notification of Upcoming Meetings, Workshops, and Trainings		As Needed
1.3	Detailed Project Schedule	90 Days After Execution	
1.4	Site Visits		As Needed
1.5	Photo Documentation		Ongoing
2.	General Compliance Requirements/Project Effectiveness and Performance		
2.1	GPS Information		30 Days After Execution
2.2	Project Assessment and Evaluation Plan		30 Days After Execution
3.	Environmental Compliance and Permitting		
3.1.1	Draft CEQA		Complete
3.1.2	Final CEQA	30 Days After Execution	
3.2	List and Signed Approvals, Entitlements and Permits	Complete	
4.	Planning, Design, and Engineering		
4.1	Design Report		May 2022
4.2	100% Plans and Specifications and Summary	June 30, 2022	
4.3	Advertised Bid Documents and Bid Summary		February 2023
4.4.2	DSA Exemption (if applicable)		Prior to Bid
4.5	DSA Approval (if applicable)		Prior to Bid
5.	Construction and Implementation		

Exhibit A

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
5.1	Notice(s) to Proceed	April 30, 2023	
5.3	Proposed Changes During Construction		As Needed
5.4	As-Built Drawings and Summary of Changes	December 31, 2023	
5.5	Operations and Maintenance Plan		December 2023
5.6.1	Draft Memorandum of Understanding and/or Agreement(s)		August 2022
5.6.2	Final Memorandum of Understanding and/or Agreement(s)	January 31, 2023	
6.	Stakeholder Outreach		
6.1.1	Outreach Materials, Website Links, and Photo Documentation		December 2023
6.2.1	Draft Design of Interpretive Element(s)		October 2023
6.2.2	Photo Documentation of Installed Interpretive Element(s)		December 2023
REPORTS			
A.3	Progress Reports	Quarterly	
A.4	As Needed Reports		As Needed
A.5	Final Reports		
A.5(a)(1)	Draft Final Project Report	December 31, 2023	
A.5(a)(2)	Final Project Report	January 31, 2024	
A.5(a)(3)	Final Project Summary	Before Work Completion Date	
A.5(a)(4)	Final Project Inspection and Certification	Before Work Completion Date	
EXHIBIT B – FUNDING TERMS			
B.6(e)	Reimbursement Requests	Quarterly	
B.6(i)	Final Reimbursement Request	March 31, 2024	
EXHIBIT D – SPECIAL CONDITIONS			
D.1	Agreements with Entities	Prior to Reimbursement	

The Division may require corrective work to be performed prior to Project Completion. Any work occurring after the Work Completion Date will not be reimbursed under this Agreement.

Exhibit A

EXHIBIT B – FUNDING TERMS

B.1 ESTIMATED REASONABLE COST AND PROJECT FUNDS.

The estimated reasonable cost of the total Project is set forth on the Cover Page of this Agreement and is greater than or equal to the funding anticipated to be provided by the State Water Board under this Agreement. Subject to the terms of this Agreement, the State Water Board agrees to provide Project Funds not to exceed the amount of the Project Funding Amount set forth on the Cover Page of this Agreement.

B.2 RECIPIENT CONTRIBUTIONS.

The Recipient must pay any and all costs connected with the Project including, without limitation, any and all Project Costs. If the Project Funds are not sufficient to pay the Project Costs in full, the Recipient must nonetheless complete the Project and pay that portion of the Project Costs in excess of available Project Funds, and shall not be entitled to any reimbursement therefor from the State Water Board.

The Recipient agrees to provide a Match Contribution in the amount of the Match Contribution set forth on the Cover Page of this Agreement.

This Match Contribution is based on the budget, funding sources, and amounts submitted by the Recipient in its application and during the negotiation of this Agreement. Any Match Contribution changes or adjustments requested by the Recipient must be approved, in advance and in writing, by the Project Manager and may require an amendment to this Agreement.

Only expenses that would be considered eligible under the Guidelines will be counted towards the Recipient's Match Contribution.

Any costs incurred prior to the adoption of Proposition 1 on November 4, 2014, will not count towards the Recipient's Match Contribution.

If, at Work Completion, the Recipient has provided a Match Contribution in an amount that is less than the Match Contribution set forth on the Cover Page of this Agreement, the State Water Board may proportionately reduce the Project Funds amount and/or Recipient's Match Contributions amount, upon approval of the Deputy Director of the Division, provided the reduced amount(s) satisfy statutory requirements and Guidelines.

B.3 VERIFIABLE DATA.

Upon request by the Division, the Recipient must submit verifiable data to support deliverables specified in the Scope of Work. The Recipient's failure to comply with this requirement may be construed as a material breach of this Agreement.

Exhibit B

B.4 BUDGET COSTS.

Budget costs are contained in the summary Project Cost table below:

LINE ITEM	PROJECT FUNDS	MATCH CONTRIBUTION*	TOTAL PROJECT COSTS
Direct Project Administration Costs	\$92,145	\$27,855	\$120,000
Planning/Design/Engineering/Environmental	\$285,000	\$0	\$285,000
Construction/Implementation	\$2,043,573	\$100,722	\$2,144,295
Monitoring/Performance	\$22,680	\$0	\$22,680
Education/Outreach	\$7,335	\$780	\$8,115
TOTAL	\$2,450,733	\$129,357	\$2,580,090

*Match reduced. The Project benefits a disadvantaged community.

Project Funds for construction/implementation will not be disbursed until CEQA documents, permitting, access negotiations, operation and maintenance agreements, and other required approvals are complete.

Indirect Costs are ineligible for funding under this Agreement.

The Recipient is prohibited from requesting reimbursement amounts that represent the Recipient's mark-ups to costs invoiced or otherwise requested by consultants or contractors.

B.5 LINE ITEM ADJUSTMENTS.

- (a) Subject to the prior review and approval of the Project Manager, adjustments between existing line items may be used to defray allowable direct costs up to fifteen percent (15%) of the total Project Funding Amount, including any amendment(s) thereto. Line Item adjustments approved by the Project Manager must be de minimis, less than fifteen percent (15%) of the total Project Funding Amount, and may not include any changes to the Scope of Work. Line item adjustments in excess of fifteen percent (15%) or line item adjustments that result in a change to A.2 Scope of Work will require an Agreement amendment. If the detailed budget includes an amount for the Recipient's personnel costs, that amount is based on the hours, classifications, and rates submitted by the Recipient in its application. Any changes to the hours, classifications, and

Exhibit B

rates must be approved, in advance and in writing, by the Project Manager.

- (b) The Recipient may submit a request for an adjustment in writing to the Project Manager. Such adjustment may not increase or decrease the total Project Funding Amount. The Recipient shall submit a copy of the original Agreement budget sheet reflecting the requested changes and shall note proposed changes by striking out the original amount(s) followed with proposed change(s) in bold and underlined. Budget adjustments deleting a budget line item or adding a new budget line item shall require a formal amendment. The Division may also propose budget adjustments.
- (c) The sum of adjusted line items shall not exceed the total budget amount.

B.6 REIMBURSEMENT PROCEDURE.

Except as may be otherwise provided in this Agreement, reimbursement of Project Funds will be made as follows:

- (a) Upon execution and delivery of this Agreement, the Recipient may request reimbursement of any eligible Project Costs as well as to support the Match Contribution as specified in this Exhibit through submission to the State Water Board using the Reimbursement Request forms provided by the Project Manager.
- (b) Reimbursement Requests must contain the following information:
 - (1) The date of the request;
 - (2) The time period covered by the request, i.e., the term "from" and "to";
 - (3) The total amount requested;
 - (4) Documentation of Match Contribution used;
 - (5) Original signature and date (in ink) or electronic signature, consistent with the State Water Board's approved procedures of the Recipient's Project Director or his/her designee; and
 - (6) The Final Reimbursement Request shall be clearly marked "FINAL REIMBURSEMENT REQUEST" and shall be submitted NO LATER THAN the Final Reimbursement Request Date.
- (c) The Recipient may sign Reimbursement Requests either by an electronic signature consistent with the State Water Board's approved procedures or by a physical, handwritten signature. The parties mutually agree that an electronic signature consistent with the State Water Board's approved

Exhibit B

procedures is the same as a physical, handwritten signature for the purposes of validity, enforceability, and admissibility.

- (d) Reimbursement Requests must be itemized based on the line items specified in the budget in this Exhibit. Reimbursement Requests must be complete, signed by the Recipient's Project Director or his/her designee, and addressed to the Project Manager as set forth in this Agreement. Reimbursement Requests submitted in any other format than the one provided by the State Water Board will cause a Reimbursement Request to be disputed. In the event of such a dispute, the Project Manager will notify the Recipient. Payment will not be made until the dispute is resolved and a corrected Reimbursement Request is submitted. The Project Manager has the responsibility for approving Reimbursement Requests. Project Costs incurred prior to the Eligible Work Start Date of this Agreement will not be reimbursed.
- (e) Project Funds must be requested quarterly via Reimbursement Request for eligible costs incurred during the reporting period of the corresponding Progress Report, describing the activities and expenditures for which the reimbursement is being requested. Each Reimbursement Request must be accompanied by a Progress Report. Failure to provide timely Reimbursement Requests may result in such requests not being honored.
- (f) The Recipient agrees that it will not submit any Reimbursement Requests that include any Project Costs until such costs have been incurred and are currently due and payable by the Recipient, although the actual payment of such costs by the Recipient are not required as a condition of Reimbursement Request. Supporting documentation (e.g., receipts) must be submitted with each Reimbursement Request as well as to support Match Contributions claimed, if any. The amount requested for administration costs must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = total amount claimed). Reimbursement of Project Funds will be made only after receipt of a complete, adequately supported, properly documented and accurately addressed Reimbursement Request.
- (g) The Recipient will not seek reimbursement of any Project Costs that have been reimbursed from other funding sources.
- (h) The Recipient must use Project Funds within thirty (30) days of receipt to reimburse contractors, vendors, and other Project Costs. Any interest earned on Project Funds shall be reported to the State Water Board and will either be required to be returned to the State Water Board or deducted from future reimbursements. In the event that the Recipient fails to disburse Project Funds to contractors or vendors within thirty (30) days from receipt of the Project Funds, the Recipient shall immediately return

Exhibit B

such Project Funds to the State Water Board. Interest shall accrue on such Project Funds from the date of reimbursement through the date of mailing of Project Funds to the State Water Board. If the Recipient held such Project Funds in interest-bearing accounts, any interest earned on the Project Funds shall also be due to the State Water Board.

- (i) The Recipient shall submit its final Reimbursement Request no later than the Final Reimbursement Request Date specified herein. If the Recipient fails to do so, then the undisbursed balance of this Agreement may be deobligated.
- (j) The Recipient agrees that it will not request a reimbursement unless that cost is allowable, reasonable, and allocable.
- (k) Notwithstanding any other provision of this Agreement, no reimbursement shall be required at any time or in any manner that is in violation of or in conflict with federal or state laws, policies, or regulations.
- (l) The Recipient agrees that it shall not be entitled to interest earned on undisbursed Project Funds.
- (m) No work or travel outside the State of California is permitted under this Agreement unless the Division provides prior written authorization. No work or travel outside the United States of America is authorized. Failure to comply with this restriction may constitute an Event of Default and result in termination of this Agreement, pursuant to Exhibit C. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx> as of the date costs are incurred by the Recipient.
- (n) The Recipient must include any other documents or requests required or allowed under this Agreement.

B.7 CONTINGENT DISBURSEMENT.

Notwithstanding any other provision of this Agreement, the Recipient agrees that the State Water Board may retain an amount equal to ten percent (10%) of the Project Funding Amount until Project Completion. Any retained amounts due to the Recipient will be promptly disbursed to the Recipient, without interest, upon Project Completion.

B.8 REVERTING FUNDS AND DISENCUMBRANCE.

In the event the Recipient does not submit Reimbursement Requests for all funds encumbered under this Agreement timely, any remaining funds revert to the State. The State Water Board may notify the Recipient that the project file is closed, and any

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remaining balance will be disencumbered and unavailable for further use under the Agreement.

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EXHIBIT C – GENERAL TERMS AND CONDITIONS 2019-NOV

GENERAL TERMS AND CONDITIONS 2019-NOV is incorporated by reference and is posted at

https://www.waterboards.ca.gov/water_issues/programs/grants_loans/general_terms.html.

Exhibit C

EXHIBIT D – SPECIAL CONDITIONS

D.1 PROGRAMMATIC CONDITIONS

As condition precedent to construction/implementation disbursements, the Recipient must submit draft and final agreement(s) with all entities that will either construct, own, or maintain a portion(s) of the Project or Project property, including but not limited to the documents concerning rights of way for land not owned by the Recipient and the memorandum of understanding and/or agreements required to Operate and Maintain the Project, satisfactory to the Division and Division's counsel, defining the rights and responsibilities of each party. All such agreements must be recorded with the local county recorder's office and submitted to the Project Manager.

D.2 DEFINITIONS.

Each capitalized term used in this Agreement has the following meaning:

- "Authorized Representative" means the duly appointed representative of the Recipient as set forth in the certified original of the Recipient's authorizing resolution that designates the authorized representative by title.
- "Eligible Work Start Date" means the date set forth on the Cover Page of this Agreement, establishing the date on or after which any costs may be incurred and eligible for reimbursement hereunder.
- "Event of Default" means, in addition to the meanings set forth in Exhibit C, the occurrence of any of the following events:
 - a) A material adverse change in the condition of the Recipient, which the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement.
 - b) Failure to operate the Project, unless the Division has given its approval for such non-operation;
- "Guidelines" means the State Water Board's "Proposition 1 Storm Water Grant Program Guidelines – Amended for Round 2," in effect as of the execution date of this Agreement.
- "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the Project (i.e., costs that are not directly related to the Project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Recipient; non-project-specific accounting and personnel services performed within the Recipient

Exhibit D

organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; generic overhead or markup; and taxes.

- “Match Contribution” means funds provided by the Recipient towards the Project Costs incurred after the Eligible Work Start Date. Funds spent on ineligible Project Costs do not constitute Match Contribution.
- “Project Director” means an employee of the Recipient designated by the Authorized Representative to be responsible for the overall management of the administrative and technical aspects of the executed Agreement.
- “Recipient” means Oceano Community Services District.
- “Useful Life” means the economically useful life of the Project beginning at Work Completion and is set forth in Exhibit A.

D.3 ADDITIONAL REPRESENTATIONS AND WARRANTIES.

The Recipient has not made any untrue statement of a material fact in its application for this financial assistance or omitted to state in its application a material fact that makes the statements in its application not misleading.

The Recipient agrees to fulfill all assurances, declarations, representations, and commitments in its application, accompanying documents, and communications filed in support of its request for funding under this Agreement.

The execution, delivery, and performance by the Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date of execution of this Agreement by the Recipient, or result in any breach or default under any contract, obligation, indenture, or other instrument to which the Recipient is a party or by which the Recipient is bound as of the date of execution of this Agreement by the Recipient.

Except as set forth in this paragraph, there are, as of the date of execution of this Agreement by the Recipient, no pending or, to the Recipient’s knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which materially affect the financial condition or operations of the Recipient and/or the Project.

There are no proceedings, actions, or offers by a public entity to acquire by purchase or the power of eminent domain any of the real or personal property related to or necessary for the Project.

The Recipient is duly organized and existing and in good standing under the laws of the State of California. The Recipient must at all times maintain its current legal existence

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and preserve and keep in full force and effect its legal rights and authority. Within the preceding ten (10) years, the Recipient has not failed to demonstrate compliance with state or federal audit disallowances.

Any financial statements or other financial documentation of the Recipient previously delivered to the State Water Board as of the date(s) set forth in such financial statements or other financial documentation: (a) are materially complete and correct; (b) present fairly the financial condition of the Recipient; and (c) have been prepared in accordance with GAAP. Since the date(s) of such financial statements or other financial documentation, there has been no material adverse change in the financial condition of the Recipient, nor have any assets or properties reflected on such financial statements or other financial documentation been sold, transferred, assigned, mortgaged, pledged or encumbered, except as previously disclosed in writing by the Recipient and approved in writing by the State Water Board.

The Recipient is current in its continuing disclosure obligations associated with its material debt, if any.

The Recipient has no conflicting or material obligations, except as set forth in this paragraph.

The Recipient has sufficient real or personal property rights necessary for the purposes of this Agreement, not subject to third-party revocation, which rights extend at least to the Records Retention End Date of this Agreement, except as disclosed to the State Water Board. The Recipient has disclosed to the State Water Board all proceedings, actions, or offers of which the Recipient has knowledge or belief that may in any way affect the Recipient's ability to access or legally possess all of the property necessary for the purpose of this Agreement, including any proceedings, actions, or offers to lease, purchase, or acquire by eminent domain any of the real or personal property related to or necessary for the Project.

The Recipient legally possesses property access rights to any real or personal property necessary for the purposes of this Agreement for which the Recipient does not legally possess all real or personal property rights.

The Recipient and its principals, contractors, and subcontractors to the best of the Recipient's knowledge and belief, are not presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in any work overseen, directed, funded, or administered by the State Water Board program for which this grant funding is authorized; nor have they engaged or permitted the performance of services covered by this Agreement from parties that are debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this grant funding is authorized.

Exhibit D

D.4 ACKNOWLEDGEMENTS.

The Recipient must include the following acknowledgement in any document, written report, or brochure to be shared with the general public prepared in whole or in part pursuant to this Agreement:

“Funding for this project has been provided in full or in part under Proposition 1 – the Water Quality, Supply, and Infrastructure Improvement Act of 2014 through an agreement with the State Water Resources Control Board. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use.”

D.5 DAMAGES FOR BREACH OF TAX-EXEMPT STATUS.

In the event that any breach of any of the provisions of this Agreement by the Recipient results in the loss of tax-exempt status for any bonds of the State or any subdivision or agency thereof, or if such breach results in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government by reason of any arbitrage profits, the Recipient must immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach.

D.6 [RESERVED]

D.7 RETURN OF FUNDS.

Notwithstanding any other provision of this Agreement, if the Division determines that an Event of Default has occurred, the Recipient may be required, upon demand, to immediately return to the State Water Board any grant amounts received pursuant to this Agreement and pay interest at the highest legal rate on all of the foregoing.

D.8 OPERATION AND MAINTENANCE.

The Recipient shall sufficiently and properly staff, operate, and maintain the facility and structures constructed or improved as part of the Project throughout the term of this Agreement, consistent with the purposes of this Agreement. The Recipient assumes all operations and maintenance costs of the facilities and structures; the State Water Board shall not be liable for any cost of such maintenance, management or operation.

D.9 INSURANCE.

The Recipient will procure and maintain or cause to be maintained insurance on the Project with responsible insurers, or as part of a reasonable system of self-insurance, in such amounts and against such risks (including damage to or destruction of the Project) as are usually covered in connection with systems similar to the Project. Such insurance may be maintained by a self-insurance plan so long as such plan provides for

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(i) the establishment by the Recipient of a separate segregated self-insurance fund in an amount determined (initially and on at least an annual basis) by an independent insurance consultant experienced in the field of risk management employing accepted actuarial techniques and (ii) the establishment and maintenance of a claims processing and risk management program.

In the event of any damage to or destruction of the Project caused by the perils covered by such insurance, the net proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the Project. The Recipient must begin such reconstruction, repair or replacement as expeditiously as possible, and must pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same must be completed and the Project must be free and clear of all claims and liens.

The Recipient agrees that for any policy of insurance concerning or covering the construction of the Project, it will cause, and will require its contractors and subcontractors to cause, a certificate of insurance to be issued showing the State Water Board, its officers, agents, employees, and servants as additional insured; and must provide the Division with a copy of all such certificates prior to the commencement of construction of the Project.

D.10 CONTINUOUS USE OF PROJECT; NO LEASE, SALE, TRANSFER OF OWNERSHIP, OR DISPOSAL OF PROJECT.

The Recipient agrees that, except as provided in this Agreement, it will not abandon, substantially discontinue use of, lease, sell, transfer ownership of, or dispose of all or a significant part or portion of the Project during the Useful Life of the Project without prior written approval of the Division. Such approval may be conditioned as determined to be appropriate by the Division, including a condition requiring repayment of all disbursed Project Funds or all or any portion of all remaining funds covered by this Agreement together with accrued interest and any penalty assessments that may be due.

D.11 NOTICE.

Upon the occurrence of any of the following events, the Recipient must notify the Division's Deputy Director and Project Manager by phone and email within the time specified below:

- (a) The Recipient must notify the Division within twenty-four (24) hours of any discovery of any potential tribal cultural resource and/or archaeological or historical resource. Should a potential tribal cultural resource and/or archaeological or historical resource be discovered during construction, the Recipient must ensure that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the Division

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has determined what actions should be taken to protect and preserve the resource. The Recipient must implement appropriate actions as directed by the Division.

- (b) The Recipient must notify the Division within five (5) business days of the occurrence of any of the following events:
 - (1) Bankruptcy, insolvency, receivership or similar event of the Recipient, or actions taken in anticipation of any of the foregoing;
 - (2) Change of ownership of the Project (no change of ownership may occur without written consent of the Division);
 - (3) Loss, theft, damage, or impairment to the Project;
 - (4) Events of Default, except as otherwise set forth in this section;
 - (5) Failure to observe or perform any covenant or comply with any condition in this Agreement;
 - (6) An offer from a public entity to purchase the Project or any portion thereof, or any of the real or personal property related to or necessary for the Project; or
 - (7) A proceeding or action by a public entity to acquire the Project by power of eminent domain.
- (c) The Recipient must notify the Division in writing within ten (10) business days of the following events:
 - (1) Any litigation pending or threatened with respect to the Project or the Recipient's technical, managerial or financial capacity to operate the or the Recipient's continued existence;
 - (2) Consideration of dissolution, or disincorporation;
 - (3) Adverse tax opinions, the issuance by the Internal Revenue Service or proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices of determinations with respect to the tax status of any tax-exempt bonds; or
 - (4) Enforcement actions by or brought on behalf of the State Water Board or Regional Water Board.
- (d) The Recipient must notify the Division promptly of any of the following events:

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- (1) The discovery of a false statement of fact or representation made in this Agreement or in the application to the Division for this financial assistance, or in any certification, report, or request for reimbursement made pursuant to this Agreement, by the Recipient, its employees, agents, or contractors;
- (2) Any substantial change in scope of the Project. The Recipient must undertake no substantial change in the scope of the Project until prompt written notice of the proposed change has been provided to the Division and the Division has given written approval for the change;
- (3) Cessation of all major construction work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more;
- (4) Any circumstance, combination of circumstances, or condition, which is expected to or does delay Work Completion for a period of ninety (90) days or more;
- (5) Any Project monitoring, demonstration, or other implementation activities required in this Agreement, if any;
- (6) Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by state representatives with at least ten (10) working days' notice to the Division;
- (7) Any event requiring notice to the Division pursuant to any other provision of this Agreement;
- (8) The award of the prime construction contract for the Project and initiation of construction of the Project; and
- (9) Work Completion, and actual Project Completion.

D.12 FRAUD, WASTE, AND ABUSE.

The Recipient shall prevent fraud, waste, and the abuse of Project Funds, and shall cooperate in any investigation of such activities that are suspected in connection with this Agreement. The Recipient understands that discovery of any evidence of misrepresentation or fraud related to Reimbursement Requests, invoices, proof of payment of invoices, or other supporting information including, but not limited to, double or multiple billing for time, services, or any other eligible cost, may result in referral to the Attorney General's Office or the applicable District Attorney's Office for appropriate action. The Recipient further understands that any suspected occurrences of false claims, misrepresentation, fraud, forgery, theft or any other misuse of Project Funds

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may result in withholding of reimbursements and/or the termination of this Agreement requiring the immediate repayment of all funds disbursed hereunder.

D.13 DISPUTES.

The Recipient must continue with the responsibilities under this Agreement during any dispute. The Recipient may, in writing, appeal a staff decision within thirty (30) days to the Deputy Director of the Division or designee, for a final Division decision. The Recipient may appeal a final Division decision to the State Water Board within thirty (30) days. The Office of the Chief Counsel of the State Water Board will prepare a summary of the dispute and make recommendations relative to its final resolution, which will be provided to the State Water Board's Executive Director and each State Water Board Member. Upon the motion of any State Water Board Member, the State Water Board will review and resolve the dispute in the manner determined by the State Water Board. Should the State Water Board determine not to review the final Division decision, this decision will represent a final agency action on the dispute. This provision does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law. This section relating to disputes does not establish an exclusive procedure for resolving claims within the meaning of Government Code sections 930 and 930.4.

D.14 STATE PROGRAM REQUIREMENTS.

- Eminent Domain Prohibited. (Wat. Code, § 79711.) Where land acquisition is otherwise authorized under this Agreement, Project Funds and Match Contributions shall not be used to acquire land via eminent domain.
- Governor's Infrastructure Plan. (Gov. Code, § 13100.) The Recipient shall ensure that the Project shall maintain consistency with section 13100 of the Government Code (five-year infrastructure plan).
- SBx7-7: Sustainable Water Use and Demand Reduction (Wat. Code, § 10608 et seq.). SBx7-7 conditions the receipt of a water management grant or loan for urban water suppliers on achieving gallons per capita per day reduction targets with the end goal of a twenty percent (20%) reduction by 2020. Recipients that are urban water suppliers shall provide proof of compliance with SBx7-7.
- Sustainable Groundwater Management Act (SGMA) Compliance (Wat. Code, § 10720-10737.8). To the extent required under SGMA, the Recipient shall comply with the following:
 - If, after July 1, 2017, the Project is or will be located in a non-adjudicated high- or medium-priority California Statewide Groundwater Elevation

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Monitoring (CASGEM) basin, the Recipient shall ensure that a Groundwater Sustainability Agency (GSA) has formed or an alternative has been submitted to the Department of Water Resources (Wat. Code, § 10735.2 (a)(1)).

- If, after January 31, 2020, the Project is or will be located in a non-adjudicated high- or medium-priority CASGEM basin that is subject to critical conditions of overdraft, the Recipient shall ensure that the Project is consistent with an adopted Groundwater Sustainability Plan (GSP).
- If, after January 31, 2022, the Project is or will be located in a non-adjudicated high- or medium-priority CASGEM basin that is not subject to critical conditions of overdraft, the Recipient shall ensure that the Project is consistent with an adopted GSP.
- Water Quality Compliance. (Wat. Code, § 79707.) The Recipient shall ensure that the Project shall maintain consistency with Division 7 of the Water Code (commencing with section 13000) and Government Code section 13100.
- Water Quality Monitoring. (Wat. Code, § 79704.) If water quality monitoring is required as part of the Project, the Recipient shall collect and report water quality monitoring data to the State Water Board in a manner that is compatible and consistent with surface water monitoring data systems or groundwater monitoring data systems administered by the State Water Board.
- Wild and Scenic Rivers. (Wat. Code, § 79711.) The Recipient shall ensure that the Project will not have an adverse effect on the values upon which a wild and scenic river or any other river is afforded protections pursuant to the California Wild and Scenic Rivers Act or the federal Wild and Scenic Rivers Act.

D.15 STATE CROSS-CUTTERS.

The Recipient represents that, as applicable, it complies and covenants to maintain compliance with the following for the term of the Agreement:

- The California Environmental Quality Act (CEQA), as set forth in Public Resources Code 21000 et seq. and in the CEQA Guidelines at Title 14, Division 6, Chapter 3, section 15000 et seq.
- Water Conservation requirements, including regulations in Division 3 of Title 23 of the California Code of Regulations.

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- Monthly Water Diversion Reporting requirements, including requirements set forth in Water Code section 5103.
- Public Works Contractor Registration with Department of Industrial Relations requirements, including requirements set forth in sections 1725.5 and 1771.1 of the Labor Code.
- Volumetric Pricing & Water Meters requirements, including the requirements of Water Code sections 526 and 527.
- Urban Water Management Plan requirements, including the Urban Water Management Planning Act (Water Code, § 10610 et seq.).
- Urban Water Demand Management requirements, including the requirements of Water Code section 10608.56.
- Delta Plan Consistency Findings requirements, including the requirements of Water Code section 85225 and California Code of Regulations, Title 23, section 5002.
- Agricultural Water Management Plan Consistency requirements, including the requirements of Water Code section 10852.
- Charter City Project Labor Requirements, including the requirements of Labor Code section 1782 and Public Contract Code section 2503.
- The Recipient agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with directives or orders issued pursuant to Division 7 of the Water Code.

D.16 RUSSIAN SANCTIONS

The Recipient represents that the Recipient is not a target of economic sanctions imposed in response to Russia's actions in Ukraine imposed by the United States government or the State of California. The Recipient is required to comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including with respect to, but not limited to, the federal executive orders identified in California Executive Order N-6-22, located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf> and the sanctions identified on the United States Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). The Recipient is required to comply with all applicable reporting requirements regarding compliance with the economic sanctions, including, but not limited to, those reporting requirements set forth

Exhibit D

in California Executive Order N-6-22 for all Recipients with one or more agreements with the State of California with an aggregated value of Five Million Dollars (\$5,000,000) or more. Notwithstanding any other provision in this Agreement, failure to comply with the economic sanctions and all applicable reporting requirements may result in termination of this Agreement.

For Recipients with an aggregated agreement value of Five Million Dollars (\$5,000,000) or more with the State of California, reporting requirements include, but are not limited to, information related to steps taken in response to Russia's actions in Ukraine, including but not limited to:

1. Desisting from making any new investments or engaging in financial transactions with Russian institutions or companies that are headquartered or have their principal place of business in Russia;
2. Not transferring technology to Russia or companies that are headquartered or have their principal place of business in Russia; and
3. Direct support to the government and people of Ukraine.

Exhibit D



Oceano Community Services District

1655 Front Street, P.O. Box 599, Oceano, CA 93475

(805) 481-6730 FAX (805) 481-6836

Date: May 22, 2024
To: Board of Directors
From: Carey Casciola, Business and Accounting Manager
Subject: **Agenda Item # 9(C): Review and consideration of the Draft Initial Study and Mitigated Negative Declaration (IS-MND) for the Waterline Improvement Project**

Recommendation

It is recommended that your Board review and provide comments regarding the Draft Initial Study and Mitigated Negative Declaration (IS-MND) for the Waterline Improvement Project.

Discussion

The District developed the Water Resource Reliability Program (WRRP) with Propositions 1 and 84 grant funding. The WRRP consists of a combination of Priority 1, 2, and 3 pipeline project segments totaling 29 capital improvement projects (CIP). The District is pursuing funding through the United States Department of Agriculture (USDA), which is the lowest annual cost to ratepayers. The USDA guidelines require the analysis and discovery of implications for project-related factors that include but are not limited to, environmental impact(s), project sustainability, technical feasibility, water and energy efficiency, economic feasibility, life-cycle analysis, and the awareness and support of the public. Environmental review under the National Environmental Policy Act (NEPA) is forthcoming.

At the July 27, 2022, meeting, your Board hired Rincon Consultants, Inc. to prepare a [Draft Initial Study-Mitigated Negative Declaration \(IS-MND\)](#) for the project in accordance with the California Environmental Quality Act (CEQA). The required 30-day public review period commenced on May 1 through May 31, 2024. The Notice of Preparation (NOP) for the Draft IS-MND and has been filed with the County of San Luis Obispo, posted in the Tribune, and posted on the District website. Comments provided on the Draft IS-MND by the Board and members of the public will be sent to Rincon, and responses to each comment will be issued. Necessary revisions will be incorporated into the Final IS-MND as necessary.

Other Agency Involvement

The State Water Resources Control Board, Central Coast Regional Water Quality Control Board, Caltrans, CA Coastal Commission, and the County of San Luis Obispo.



Oceano Community Services District

Board of Directors Meeting

Other Financial Considerations

Financing the improvements through USDA will take advantage of the low interest rates and create more budget predictability and save ratepayer money.

Results

Pursuing financing and project implementation supports a well-governed, healthy, and livable community.