



Notice of Regular Meeting
Oceano Community Services District - Board of Directors Agenda
WEDNESDAY, JANUARY 10, 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.

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. Each individual speaker is limited to a presentation time of THREE (3) minutes per item. Persons wishing to speak on more than one item shall limit their remarks to a total of SIX (6) minutes. This time may be allowed between items in one-minute increments up to three minutes. Time limits may not be yielded to or shared with other speakers.

1. CALL TO ORDER
2. ROLL CALL
3. FLAG SALUTE
4. AGENDA REVIEW
5. 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.

6. SPECIAL PRESENTATIONS & REPORTS:

A. Presentation on OCS D's Code of Civility

B. STAFF REPORTS:

- i. Sheriff's South Station – Commander Ian Doughty
- ii. FCFA Operations – FCFA Staff
- iii. Operations – Utility System Manager Tony Marraccino
- iv. OCS D Interim General Manager – Paavo Ogren

C. BOARD OF DIRECTORS AND OUTSIDE COMMITTEE REPORTS:

- i. President Varni
- ii. Vice President Joyce-Suneson
- iii. Director Austin
- iv. Director Gibson
- v. Director Villa

D. 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.

7. CONSENT AGENDA ITEMS:

Public comment Members of the public wishing to speak on consent agenda 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 the of Minutes for the Special Meeting held on December 4, 2023

- B. Review of the Minutes for the Regular Meeting held on December 13, 2024
- C. Review of the Minutes for the Special Meeting held on December 20, 2023
- D. Review of Cash Disbursements
- E. Approval of a Resolution adopting the 2023 County Joinder Amendment to the Second Amended and Restated Joint Powers Agreement for the San Luis Obispo County Integrated Waste Management Authority
- F. Approval of the Award Letter for the Electronic Vehicle Infrastructure Project ID AB617-2023-02 Installation of Two (2) Dual Port Level 2 Electric Vehicle Chargers at 1935 Wilmar Avenue in Oceano at the Oceano Community Services District's (OCSD) Water Yard awarding \$7,895 and authorize the Board President to execute a grant agreement.
- G. Approval of a contract appointing The JAM Law Group as special District Legal Counsel

8. 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.

- A. Discussion and approval of the District Expenditure Control Guidelines
- B. Discussion and appointment of the 2024 Committee Assignments

9. 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.

10. RECEIVED WRITTEN COMMUNICATIONS:

- A. Received Communication from Vice President Joyce-Suneson

11. LATE RECEIVED WRITTEN COMMUNICATIONS:

12. FUTURE AGENDA ITEMS:

13. FUTURE HEARING ITEMS:

14. CLOSED SESSION:

- 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. 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. Conference with Legal Counsel-Liability Claims (Government Code §54956.9(d)(2),(e)(3))
 - 1. Claimant: Mona Maria Dells Vasquez; Agency claimed against: OCSD
 - 2. Claimant: R. Burke Construction; Agency claimed against: OCSD
 - 3. Claimant: R. Burke Construction; Agency claimed against: OCSD
 - 4. Claimant: Will Clemens; Agency claimed against: OCSD

15. 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

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

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

Date: January 10, 2024

To: Board of Directors

From: Paavo Ogren, Interim General Manager

Subject: **Agenda Item #6(A):** Presentation on Oceano CSD's Code of Civility

Recommendations

It is recommended that your Board receive a presentation on the Oceano CSD's Code of Civility.

Discussion

Oceano CSD's [Code of Civility](#) was adopted by the Board at the Special Meeting on December 20, 2023. Attachment B is the Code of Civility Form to be signed by the Directors. Attachment C is [Rosenberg's Rules of Order](#) that was adopted at the Regular Meeting on November 8, 2023. Attachment D are the Guidelines for Conducting Orderly Legislative Body Meetings from the Brown Act Handbook provided by Lozano & Smith.

Other Agency Involvement

N/A

Other Financial Considerations

N/A

Results

Consideration of the code of civility will promote a well-governed community.

Attachments:

- Attachment A – Oceano CSD's Code of Civility
- Attachment B – Code of Civility Form
- Attachment C – Rosenberg's Rules of Order
- Attachment D – Guidelines for Conduct

CODE OF CIVILITY

A healthy democracy respects the people's right to debate issues with passion. A healthy democracy not only tolerates disagreement but welcomes it in order to refine ideas and create policies that benefit the greater good.

The deterioration of civility across the country and within our community poses a threat to our democracy and our civic well-being. This deterioration:

- Compromises the integrity of a healthy, representative democracy
- Closes the door on depth of thought, reducing complex problems to harmful oversimplification
- Deters potential leaders from running for office or serving in government
- Poisons the civic well and discourages citizens from engaging on pressing community issues
- Casts the spotlight on poor behavior rather than shining a light on possible solutions
- Sets a poor example for our children

We have crafted this Code of Civility as a promise to each other, and to the people and institutions we serve, that we will always strive to conduct our debates - whether in person, online, or in written communication - in ways that allow for the widest range of opinions on ideas and policies, yet also respect the dignity, integrity and rights of those with whom we might disagree. With our individual and collective commitment to this code, we welcome our elected colleagues, the press and the public to hold us accountable.

In our deliberations we pledge to:

Listen First

We will make an honest effort to understand views and reasoning of others by listening to understand, not listening to find fault, allowing thoughtful discussion to lead to the best possible outcomes.

Respect Different Opinions

We will invite and consider different perspectives, allowing space for ideas to be expressed, opposed and clarified in a constructive manner.

Be Courteous

We will treat all colleagues, staff and members of the public in a professional and courteous manner whether in person, online, or in written communication, especially when we disagree.

Disagree Constructively

We strive to advance solutions to community issues; when faced with disagreement, we do more than simply share our concerns with differing positions, we work to propose a course of action of mutual benefit.

Debate the Policy Not the Person

We will focus on the issues, and not personalize debate or use other tactics that divert attention from the issue.

Code of Civility Form

A healthy democracy respects the people's right to debate issues with passion. A healthy democracy not only tolerates disagreement but welcomes it in order to refine ideas and create policies that benefit the greater good.

The deterioration of civility across the country and within our community poses a threat to our democracy and our civic well-being. This deterioration:

- Compromises the integrity of a healthy, representative democracy.
- Closes the door on depth of thought, reducing complex problems to harmful oversimplification.
- Deters potential leaders from running for office or serving in government.
- Poisons the civic well and discourages citizens from engaging on pressing community issues.
- Casts the spotlight on poor behavior rather than shining a light on possible solutions.
- Sets a poor example for our children.

We have crafted this Code of Civility as a promise to each other, and to the people and institutions we serve, that we will always strive to conduct our debates - whether in person, online, or in written communication - in ways that allow for the widest range of opinions on ideas and policies, yet also respect the dignity, integrity and rights of those with whom we might disagree. With our individual and collective commitment to this code, we welcome our elected colleagues, the press and the public to hold us accountable.

In our deliberations we pledge to:

Listen First

We will make an honest effort to understand views and reasoning of others by listening to understand, not listening to find fault, allowing thoughtful discussion to lead to the best possible outcomes.

Respect Different Opinions

We will invite and consider different perspectives, allowing space for ideas to be expressed, opposed and clarified in a constructive manner.

Be Courteous

We will treat all colleagues, staff and members of the public in a professional and courteous manner whether in person, online, or in written communication, especially when we disagree.

Disagree Constructively

We strive to advance solutions to community issues; when faced with disagreement, we do more than simply share our concerns with differing positions, we work to propose a course of action of mutual benefit.

Debate the Policy Not the Person

We will focus on the issues, and not personalize debate or use other tactics that divert attention from the issue.

ACKNOWLEDGEMENT OF RECEIPT

I, _____, with the signature below hereby acknowledge receipt of the Code of Civility.
(printed name)

Signature

Date

Appendix F

Rosenbergs Rules of Order

Courtesy and Decorum

The rules of order are meant to create an atmosphere where the members of the body and the members of the public can attend to business efficiently, fairly and with full participation. At the same time, it is up to the chair and the members of the body to maintain common courtesy and decorum. Unless the setting is very informal, it is always best for only one person at a time to have the floor, and it is always best for every speaker to be first recognized by the chair before proceeding to speak.

The chair should always ensure that debate and discussion of an agenda item focuses on the item and the policy in question, not the personalities of the members of the body. Debate on policy is healthy, debate on personalities is not. The chair has the right to cut off discussion that is too personal, is too loud, or is too crude.

Debate and discussion should be focused, but free and open. In the interest of time, the chair may, however, limit the time allotted to speakers, including members of the body.

Can a member of the body interrupt the speaker? The general rule is "no." There are, however, exceptions. A speaker may be interrupted for the following reasons:

Privilege. The proper interruption would be, "point of privilege." The chair would then ask the interrupter to "state your point." Appropriate points of privilege relate to anything that would interfere with the normal comfort of the meeting. For example, the room may be too hot or too cold, or a blowing fan might interfere with a person's ability to hear.

Order. The proper interruption would be, "point of order." Again, the chair would ask the interrupter to "state your point." Appropriate points of order relate to anything that would not be considered appropriate conduct of the meeting. For example, if the chair moved on to a vote on a motion that permits debate without allowing that discussion or debate.

Appeal. If the chair makes a ruling that a member of the body disagrees with, that member may appeal the ruling of the chair. If the motion is seconded, and after debate, if it passes by a simple majority vote, then the ruling of the chair is deemed reversed.

Call for orders of the day. This is simply another way of saying, "return to the agenda." If a member believes that the body has drifted from the agreed-upon agenda, such a call may be made. It does not require a vote, and when the chair discovers that the agenda has not been followed, the chair simply reminds the body to return to the agenda item properly before them. If the chair fails to do so, the chair's determination may be appealed.

Withdraw a motion. During debate and discussion of a motion, the maker of the motion on the floor, at any time, may interrupt a speaker to withdraw his or her motion from the floor. The motion is immediately deemed withdrawn, although the chair may ask the person who seconded the motion if he or she wishes to make the motion, and any other member may make the motion if properly recognized.

Special Notes About Public Input

The rules outlined above will help make meetings very public-friendly. But in addition, and particularly for the chair, it is wise to remember three special rules that apply to each agenda item:

Rule One: Tell the public what the body will be doing.

Rule Two: Keep the public informed while the body is doing it.

Rule Three: When the body has acted, tell the public what the body did.

GUIDELINES FOR CONDUCTING ORDERLY LEGISLATIVE BODY MEETINGS

GENERAL RULE OF CONDUCT FOR LEGISLATIVE BODY MEETINGS:

All legislative body meetings and hearings shall be conducted in an orderly, efficient manner, without willful disruption by any person(s) in attendance. These guidelines apply to all legislative body meetings and hearings, whether conducted by the legislative body or by a designee of the legislative body such as an administrative panel, and whether conducted in closed or open session.

PROCEDURE FOR DEALING WITH DISRUPTION:

In order to prevent disruption, the legislative body has the right to request that any person immediately stop the following conduct: (1) willfully disrupting a meeting, (2) interrupting a person who is addressing the legislative body, or (3) preventing the legislative body from attending to the purpose of a meeting. "Disrupting" is defined as "engaging in behavior during a meeting of a legislative body that actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting."

A. Initial Disruption. The chairperson of the meeting or hearing should immediately address the person, stating the following (or similar admonition):

"Excuse me, your actions are having the effect of disrupting this meeting [or hearing]. I am asking you to immediately stop [specify objectionable behavior, such as shouting, or interrupting, etc.] so that we can continue with the business of this meeting."

B. Second Warning. If a person refuses to stop the objectionable behavior, the chairperson should repeat the request to stop, and emphasize that the person will be asked to leave if the behavior continues. It should also be stated that the meeting or hearing will continue in the person's absence after he/she leaves. The following is appropriate:

"I must repeat that your actions are disruptive, and remind you of the request for you to stop your behavior. If you do not promptly cease this behavior, you will be asked to leave. The meeting will then continue only after you have left the room."

C. Order the Person to Leave. If the person refuses to stop after the second warning, he/she should be asked to leave, by stating the following:

"You have been warned twice that you are disrupting this meeting and have been told to immediately stop your disruptive actions. Since you have chosen to disregard these requests and continue your disruptive behavior, I am ordering you to leave this meeting immediately."

D. If the Person Refuses to Leave. If the person refuses to leave, he/she can be escorted from the room, assuming that this can be accomplished without resulting in physical injury to legislative body members or others in the room. If this cannot be accomplished by those already present, the police can be summoned.

E. No warning is required if the person's behavior includes the use of force or a true threat of force. In that circumstance, the person may be immediately removed.

F. Emptying the Room. The legislative body also has the right, in cases of extreme disruption involving one or more persons, to order the room cleared of all members of the public

(except for members of the press who have not caused the disruption, if any are present). In such cases, the legislative body can continue with the meeting or hearing on matters appearing on the agenda. The mayor or chairperson should state:

“All members of the public must immediately leave the room. The legislative body will proceed with its meeting [hearing] on items on the agenda.”



Oceano Community Services District
Summary Minutes
Special Meeting Wednesday, December 4, 2023 – 12:00 P.M.
Location: OCSD BOARD ROOM

1. **CALL TO ORDER:** Called to order at approximately 12:05 P.M.
2. **ROLL CALL:** Board members present: Director Austin, Director Varni, Director Joyce-Suneson, Vice President Gibson and President Villa.
Staff present: Carey Casciola, Business & Accounting Manager and Daniel Cheung, Legal Counsel.
3. **FLAG SALUTE:** Led by President Villa.
4. **PUBLIC COMMENT FOR ITEMS ON THE AGENDA:**

April Dury	In support of a salary evaluation for the position of General Manager. In support of a part-time GM position. In opposition of hiring previous legal counsel.
------------	--

President Villa made a motion to adjourn to Closed Session with a second from Director Austin and a 5-0 roll call vote at 12:10 P.M.

President Villa reconvened the meeting at approximately 4:55 P.M.

5. CLOSED SESSION:

- A. PUBLIC EMPLOYMENT pursuant to Gov. Code Sec. 54957(b)(1) -- Title: Interim General Manager
- 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

Staff reported the following from closed session:

Item 5A: The Board has discussed and provided direction to staff to negotiate an employment agreement for Mr. Paavo Ogren as Interim General Manager by a unanimous vote. The employment agreement will be presented to the Board for its consideration at their next regular meeting. The Board did not discuss or take action on Mr. Ogren's compensation or salary in closed session.

Item 5B: The Board of Directors unanimously voted to begin active recruitment to appoint a permanent General Manager.

Item 5C: The Board of Directors have interviewed the applicants for the position of Legal Counsel and have provided directions to staff to follow up with certain applicants for additional information. The Board of Directors wishes to thank all of the applicants for their time this afternoon.

6. **ADJOURNMENT:** Director Austin made a motion to adjourn approximately at 5:00P.M. with a second from President Villa and a 5-0 roll call vote.



Oceano Community Services District

Summary Minutes

Regular Meeting Wednesday, December 13, 2023 – 6:00 P.M.

Location: OCSD BOARD ROOM

1. **CALL TO ORDER:** Called at approximately 6:00p.m. by President Villa.
2. **ROLL CALL:** Board members present: President Villa, Vice President Gibson, Director Austin, Director Joyce-Sunesson and Director Varni.
Staff present: Will Clemens, General Manager, Carey Casciola, Business & Accounting Manager and Daniel Cheung, Legal Counsel.
3. **FLAG SALUTE:** Led by President Villa
4. **AGENDA REVIEW:** Director Austin made a motion to approve the amended agenda by removing 11A, with a second from President Villa and a 5-0 roll call vote.
5. **PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA:**

Amanda	In opposition of the Central Coast Blue (CCB) project's location.
Victor Early	In opposition of the CCB project's location.
Deborah Early	In support of Oceano being involved in oversight of the CCB project.
Brenda Auer	In opposition of the CCB project.
Julie Tacker	In opposition of the CCB project. In support of a workshop regarding the CCB project. In support of valid Oaths of Office.
Kerry Langford	Expressed concerns regarding the current Board of Director and agenda.

7. Director Austin requested to move Staff Report – Sheriff's South Station before Agenda Item 6.
SPECIAL PRESENTATIONS & REPORTS

A. STAFF REPORTS:

- ii. **Sheriff's South Station** – Sergeant Kevin Norris
November 2023 Stats
355 Calls for service (361 prior year)
4 Assault & Battery; 1 Burglary; 4 Thefts; 3 Vandalisms; 0 reported Mail Thefts; 12 Suspicious Circumstances; 0 Narcan Use; 73 Enforcement Stops; 18 Arrests; 24 Assist Other Agencies
Public Comment: None

6. **CLOSED SESSION:**

PUBLIC COMMENT ON CLOSED SESSION:

Julie Tacker	In opposition of Agenda Item 6C. In support of new legal counsel.
Kim Rose	Requested the report out to include Director votes on closed session items.
Kelly Myrick	In support of Agenda Item 6C.

President Villa recessed to closed session at 6:30 p.m.

- A. PUBLIC EMPLOYMENT pursuant to Gov. Code Sec. 54957(b)(1) -- Title: Interim General Manager
- B. PUBLIC EMPLOYMENT pursuant to Gov. Code Sec. 54957(b)(1) -- Title: District Legal Counsel
- C. CONFERENCE WITH LEGAL COUNSEL—Anticipated Litigation
Exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9: One (1) potential case – Demand to Cure and Correct from Alisha Douglas and Kim Rose
The Board returned from closed session at 8:15 p.m.

Legal Counsel reported the following out of closed session:

6A: The Board will continue its discussion and take action under Business Items.

6B: The Board is continuing the search and interview process and will be holding a special meeting with the intention of concluding the search for legal counsel by December 31.

6C: The Board agreed to disclose the following votes:

On a motion to forward the complaint from Ms. Douglas and Ms. Rose to the District Attorney, the motion failed with a vote of 2-3, with Vice President Gibson and Director Austin voting for the motion; and Directors Varni, Joyce-Sunesson, and President Villa voting against the motion.

On a motion not to respond to the letter from Ms. Douglas and Ms. Rose, the motion passed with a vote of 3-2, with Directors Varni, Joyce-Sunesson, and President Villa voting for the motion; and Director Austin and Vice President Gibson voting against the motion.

7. SPECIAL PRESENTATIONS & REPORTS

A. STAFF REPORTS:

- i. **Five Cities Fire Authority** – Steve Lieberman, Fire Chief - Absent
- iii. **Operations** - Utility Systems Manager - Tony Marraccino
 Lopez is 94.07% full (46,749 AF).
 22 AF Lopez / 30 AF State Water
 0 SSO's for November
 15 Work orders; 43 USA's (due to project on Hwy 1); 18 Customer service calls; 3 After hour call outs.
 Continuing with weekly and monthly samples / 1st of the month equipment runs
 Paved on Honolulu post repair; Recycled concrete and asphalt; 1 Ready311 Ticket (trash)
 Completed meter reads, re-reads, leak notifications and comment codes
 Repaired a service line break on 22nd Street
 Manholes and valves inspected
 Cal Rural Water Leak Detection completed
- iv. **OCSD General Manager** – Will Clemens
 Notice to Proceed on Stormwater Capture project completed and the project is progressing. All other items staff has been working on are reflected in the agenda.

B. BOARD OF DIRECTORS AND OUTSIDE COMMITTEE REPORTS:

- i. **President Villa** – reported on the 12/06/2023 Water Resources Advisory Committee (WRAC) meeting.
- ii. **Vice President Gibson** – None
- iii. **Director Austin** – reported on the 12/06/2023 South San Luis Obispo County Sanitation District (SSLOCSD) meeting and the 12/12/2023 Zone 1/1A meeting.
- iv. **Director Joyce-Sunesson** – reported on attending a zoom meeting by the California Special District Association regarding AB 1201 (solid waste).
- v. **Director Varni** – reported on the 12/05/2023 OPARC meeting; Reported on meeting with representatives from SLOCOG, County Public Works, Department of Transportation, and CA Transportation Commission.

C. PUBLIC COMMENT ON SPECIAL PRESENTATIONS AND REPORTS:

Kerry Langford	Asked a clarifying question on Director report.
Julie Tacker	Provided feedback on various committee reports and CCB.

8. CONSENT AGENDA:	ACTION:
<ul style="list-style-type: none"> a. Review the of Minutes for the Special Meeting held on November 8, 2023 b. Review the of Minutes for the Regular Meeting held on November 8, 2023 c. Review of Cash Disbursements d. Submittal of the District's Fiscal Year 2023-24 Quarter 1 Investment Report ending September 30, 2023 e. Submittal of the District's Public Facilities Fee Annual Report f. Review of the District's Budget Status as of September 30, 2023, approve a budget adjustment of \$5,130 from Water Fund reserves, \$3,600 from Wastewater Fund reserves, and \$270 from Garbage Fund reserves for a new truck bed and approve a \$11,650 budget adjustment from the San Luis Obispo County Off-Highway Motor Vehicle Fund Grant in the Garbage Fund. g. Approval of a Recommendation selecting Moss, Levy & Hartzheim, LLP as the District Auditors for Fiscal Year 2022-23 through 2024-25 at a cost of \$21,500 - \$22,550 h. Consideration of recommendations to award the construction contract for the Water Storage Tank Rehabilitation Project (Project #2023-03) to Crosno Construction Inc. as the lowest responsible and responsive bid and approve a budget adjustment from Water Fund reserves of \$416,993 to complete the project. 	<p>After an opportunity for public comment, Board and staff discussion, a motion was made by Director Varni to approve the consent agenda items as presented with a second from President Villa and a 5-0 roll call vote.</p> <p>Public Comment: None</p>

9A. BUSINESS ITEM:	ACTION:
<p>Consider compensation, employment contract, and appointment of Interim General Manager</p>	<p>After an opportunity for public comment, Board and staff discussion, a motion was made by Director Austin to approve the compensation of \$99.38 per hour, and the employment contract and resolution as presented with a second from Vice President Gibson and a 5-0 roll call vote.</p> <p>Public Comment: None</p>

9B. BUSINESS ITEM:	ACTION:
Consider compensation, employment contract, and appointment of District Legal Counsel	The Board of Directors tabled this item.

9C. BUSINESS ITEM:	ACTION:
Election of District Officers and 2023 Committee Assignments <i>Correction: – Election of District Officers and 2024 Committee Assignments</i>	<p>After an opportunity for public comment, Board and staff discussion, a motion was made by President Villa to nominate Director Varni for Board President with a second from Director Joyce-Suneson and a 3-2 roll call vote. Director Austin and Vice President Gibson dissented.</p> <p>After an opportunity for public comment, Board and staff discussion, a motion was made by President Varni to nominate Director Joyce-Suneson for Board Vice President with a second from Director Villa and a 5-0 roll call vote.</p> <p>Public Comment on District Officers: Jennifer Rokes – In support of current District Officers to remain seated. Kerry Langford - In support of current District Officers to remain seated. April Dury – In support of the President Villa’s work and nomination. Sonny Paz – In support of current District Officers to remain seated. Julie Tacker – In support of the nomination of Director Varni.</p>

Director Austin made a motion to table the 2024 Committee Assignments to the next regular meeting with a second from Director Gibson and a 5-0 roll call vote.

10. HEARING ITEMS: None

11. RECEIVED WRITTEN COMMUNICATION:

- A. Received Communication from Vice President Gibson – Director Gibson withdrew this item.
- B. Received Communication from Jimmy Paulding
- C. Received Communication from Adam Verdin

12. LATE RECEIVED WRITTEN COMMUNICATION: None

13. FUTURE AGENDA ITEMS:

President Varni made a motion to place the communication from Jimmy Paulding on an agenda for discussion with a second from Director Villa.

14. FUTURE HEARING ITEMS: None

15. ADJOURNMENT: Director Austin made a motion to adjourn at 9:30 p.m. with a second from Director Gibson and a 5-0 roll call vote.



Oceano Community Services District
Summary Minutes
Special Meeting Wednesday, December 20, 2023 – 1:00 P.M.
Location: OCSD BOARD ROOM

1. **CALL TO ORDER:** Called to order at approximately 1:00 P.M.
2. **ROLL CALL:** Board members present: Director Austin, Director Villa, Vice President Joyce-Suneson, and President Varni. Absent: Director Gibson.
Staff present: Carey Casciola, Business & Accounting Manager and Daniel Cheung, Legal Counsel.
3. **FLAG SALUTE:** Led by President Varni.

4. **PUBLIC COMMENT FOR ITEMS ON THE AGENDA:**

Mark McGuire	In support of removing sand from Strand Ave.
--------------	--

Vice President Joyce-Suneson made a motion to adjourn to Closed Session with a second from Director Villa and a 4-0 roll call vote, Director Gibson absent, at 1:10 P.M.

5. **CLOSED SESSION:**

- A. **PUBLIC EMPLOYMENT** pursuant to Gov. Code Sec. 54957(b)(1) -- Title: District Legal Counsel
President Varni reconvened the meeting at approximately 1:35 P.M.
No reportable action out of closed session.

6. **PUBLIC COMMENT ON BUSIENSS ITEMS:**

April Dury	In support of a Code of Civility for the Board and public. Provided feedback on previous meetings.
Mark McGuire	Provided feedback on previous meetings.

6A. BUSINESS ITEM:	ACTION:
Consider compensation, employment contract, and appointment of District Legal Counsel	<p>After an opportunity for public comment, Board and staff discussion, a motion was made by Director Austin to approve the contract to appoint Robert Schlutz as interim District Legal Counsel with a second from Vice President Joyce-Suneson and a 4-0 roll call vote, Director Gibson absent.</p> <p>A second motion was made by Director Austin to adopt the attached resolution with a second from Vice President Joyce-Suneson and a 4-0 roll call vote, Director Gibson absent.</p> <p>Public Comments: Mark McGuire – Inquired if the contract was at-will.</p>
6B. BUSINESS ITEM:	ACTION:
Adoption of Code of Civility	<p>After an opportunity for public comment, Board and staff discussion, a motion was made by President Varni to adopt the code of civility with a second from Director Villa and a 4-0 roll call vote, Director Gibson absent.</p> <p>Public Comments: None</p>

7. **ADJOURNMENT:** Director Austin made a motion to adjourn approximately at 2:00P.M. with a second from Director Villa and a 4-0 roll call vote, Director Gibson absent.



Oceano Community Services District

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

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

Date: January 10, 2024

To: Board of Directors

From: Carey Casciola, Business and Accounting Manager

Subject: Agenda Item #7(D): 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
	* 60606 - 60632	
Disbursements:		
Regular Payable Register - paid 12/20/2023	60606 - 60621	\$ 1,141,791.86
Subtotal:		\$ 1,141,791.86
Reoccurring Payments for Board Review (authorized by Resolution 2020-06):		
Payroll Disbursements - PPE 12/02/2023	N/A	\$ 35,440.53
Payroll Disbursements - PPE 12/16/2023	N/A	\$ 34,367.20
Five Star Bank Mastercard Online Payment - paid 12/13/2023	N/A	\$ 2,189.59
*Reoccurring Utility Disbursements - paid 12/20/2023	60622 - 60627	\$ 4,853.04
Reoccurring Health Disbursements - paid 12/21/2023	60628 - 60632	\$ 11,301.71
Subtotal:		\$ 88,152.07
Grand Total:		\$ 1,229,943.93

* Includes three voided checks; 60622, 60623, 60624 - due to printing error.

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: 060606 THRU 060621

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT----	STATUS	FOLIO	CLEAR DATE
CHECK:								
1-1001-000	12/20/2023	CHECK	060606	ADAMSKI MOROSKI MADDEN CUMBERL	6,975.00CR	OUTSTND	A	0/00/0000 01 5-4100-223 LEGAL SERVICES
1-1001-000	12/20/2023	CHECK	060607	ARAMARK	257.83CR	OUTSTND	A	0/00/0000 01 5-4100-100 CLOTHING
1-1001-000	12/20/2023	CHECK	060608	ADVANTAGE TECHNICAL SERVICES,	1,875.00CR	OUTSTND	A	0/00/0000 02 5-4400-437 CIP - WATER TANK REHAB P
1-1001-000	12/20/2023	CHECK	060609	BRISCO'S	100.02CR	OUTSTND	A	0/00/0000 02 5-4400-175 SYSTEM PARTS/OPERATING S 50.01 03 5-4500-175 SYSTEM PARTS/OPERATING S 50.01
1-1001-000	12/20/2023	CHECK	060610	BURDINE PRINTING	1,551.96CR	OUTSTND	A	0/00/0000 02 5-4400-205 OUTSIDE UB MAIL SERVICE 775.98 03 5-4500-205 OUTSIDE UB MAIL SERVICE 775.98
1-1001-000	12/20/2023	CHECK	060611	CALPORTLAND CONSTRUCTION	403.51CR	OUTSTND	A	0/00/0000 02 5-4400-164 Paving
1-1001-000	12/20/2023	CHECK	060612	GMC ELECTRICAL, INC.	300.00CR	OUTSTND	A	0/00/0000 02 5-4400-163 MAINT: STRUCTURES/IMPRVS
1-1001-000	12/20/2023	CHECK	060613	J.B. DEWAR, INC.	475.57CR	OUTSTND	A	0/00/0000 12 5-4350-172 FUEL
1-1001-000	12/20/2023	CHECK	060614	PREMIER SUPPLY LLC, DBA MIER B	296.32CR	OUTSTND	A	0/00/0000 02 5-4400-164 Paving
1-1001-000	12/20/2023	CHECK	060615	MINER'S ACE HARDWARE, INC.	1,173.22CR	OUTSTND	A	0/00/0000 02 5-4400-175 SYSTEM PARTS/OPERATING S 642.89 03 5-4500-175 SYSTEM PARTS/OPERATING S 469.45 12 5-4350-172 FUEL 60.88
1-1001-000	12/20/2023	CHECK	060616	PRO-TECH LANDSCAPE MANAGEMENT,	410.00CR	OUTSTND	A	0/00/0000 01 5-4100-173 MAINT:STRUCTURES/IMPROVE 205.00 10 5-4300-173 SO: MAINT. STRUCTURES/IM 205.00
1-1001-000	12/20/2023	CHECK	060617	QUILL CORPORATION	75.06CR	OUTSTND	A	0/00/0000 01 5-4100-200 OFFICE EXPENSE
1-1001-000	12/20/2023	CHECK	060618	R. BURKE CORPORATION	289,247.45CR	OUTSTND	A	0/00/0000 02 5-4400-361 CIP - PROP1: STORMWATER
1-1001-000	12/20/2023	CHECK	060619	RINCON CONSULTANTS, INC.	15,642.00CR	OUTSTND	A	0/00/0000 02 5-4400-220 PROFESSIONAL/SPECIAL SER
1-1001-000	12/20/2023	CHECK	060620	SLO CO DEPT OF PUBLIC WORKS	822,234.82CR	OUTSTND	A	0/00/0000 02 5-4400-262 WATER SUPPLY - STATE WAT 546,201.31 02 5-4400-261 WATER SUPPLY - LOPEZ 276,033.51
1-1001-000	12/20/2023	CHECK	060621	SLO CO PUBLIC HEALTH DEPT.	774.10CR	OUTSTND	A	0/00/0000 02 5-4400-220 PROFESSIONAL/SPECIAL SER
TOTALS FOR ACCOUNT 1-1001-0				CHECK TOTAL:	1,141,791.86CR			
				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: 060606 THRU 060621

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
---------	----------	----------	--------	-----------------------	---------------	--------	-------	------------

TOTALS FOR POOLED CASH FUND				CHECK	TOTAL:			1,141,791.86CR
				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 January 10, 2023

	(*)		
Gross Wages	11/18/2023	12/2/2023	12/16/2023
Regular	\$29,805.81	\$29,802.18	\$29,787.81
Overtime Wages	\$404.36	\$661.84	\$592.13
Stand By	\$600.00	\$840.00	\$480.00
	\$30,810.17	\$31,304.02	\$30,859.94
Cell Phone Allowance	\$0.00	\$75.00	\$0.00
Total Wages	\$30,810.17	\$31,379.02	\$30,859.94

Disbursements			
Net Wages	\$20,689.91	\$21,147.52	\$20,238.29
State and Federal Agencies	\$4,109.82	\$4,228.21	\$4,064.11
CalPERS - Normal	\$9,874.26	\$9,908.07	\$9,908.07
SEIU - Union Fees	\$156.73	\$156.73	\$156.73
Total Disbursements processed with Payroll	\$34,830.72	\$35,440.53	\$34,367.20
Health (Disbursed with reoccurring bills)	\$6,559.14	\$6,552.83	\$7,094.49
Total District Payroll Related Costs	\$41,389.86	\$41,993.36	\$41,461.69

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

Oceano Community Services District
Five Star Bank Mastercard

A/P Mastercard Credit Card Disbursement

Date	Name	Amount	Description	GL Account #
11/17/2023	INTUIT *QBOOKS ONLINE CL.INTUIT.COMCA	\$60.00	PERMITS, FEES LICENSES	01-5-4100-248
11/15/2023	JUNIPER SYSTEMS LOGAN UT	\$300.00	SYSTEM PARTS/OPERATING SUPP	02-5-4400-175
11/06/2023	MSFT * E0500PQOY4 MSBILL.INFO WA	\$1,782.00	PERMITS, FEES LICENSES	01-5-4100-248
11/02/2023	ZOOM.US 888-799-9666 SAN JOSE CA	\$47.59	OFFICE EXPENSE	01-5-4100-200

Total ACH - 12/13/2023

\$2,189.59

01102024 BOD - Five Star Bank Mastercard Online Payment - paid 12/13/2023	\$2,189.59
--	-------------------

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: 060622 THRU 060627

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK:								
1-1001-000	12/20/2023	CHECK	060622	VOID CHECK	0.00	OUTSTND	A	0/00/0000 voided check
1-1001-000	12/20/2023	CHECK	060623	VOID CHECK	0.00	OUTSTND	A	0/00/0000 voided check
1-1001-000	12/20/2023	CHECK	060624	VOID CHECK	0.00	OUTSTND	A	0/00/0000 voided check
1-1001-000	12/20/2023	CHECK	060625	DIGITAL WEST NETWORKS, INC.	418.81CR	OUTSTND	A	0/00/0000 01 5-4100-110 COMMUNICATIONS
1-1001-000	12/20/2023	CHECK	060626	PACIFIC GAS & ELECTRIC	4,414.21CR	OUTSTND	A	0/00/0000 see below
1-1001-000	12/20/2023	CHECK	060627	SO CAL GAS	20.02CR	OUTSTND	A	0/00/0000 01 5-4100-290 UTILITIES
TOTALS FOR ACCOUNT 1-1001-0				CHECK	TOTAL:	4,853.04CR		
				DEPOSIT	TOTAL:	0.00		
				INTEREST	TOTAL:	0.00		PACIFIC GAS & ELECTRIC 4,414.21
				MISCELLANEOUS	TOTAL:	0.00		01 5-4195-295 STREET LIGHTING 2,810.85
				SERVICE CHARGE	TOTAL:	0.00		02 5-4400-290 UTILITIES 726.93
				EFT	TOTAL:	0.00		03 5-4500-290 UTILITIES 92.45
				BANK-DRAFT	TOTAL:	0.00		01 5-4100-290 UTILITIES 79.15
TOTALS FOR POOLED CASH FUND				CHECK	TOTAL:	4,853.04CR		01 5-4200-290 UTILITIES 10.51
				DEPOSIT	TOTAL:	0.00		01 5-4200-290 UTILITIES 105.53
				INTEREST	TOTAL:	0.00		01 5-4100-290 UTILITIES 422.12
				MISCELLANEOUS	TOTAL:	0.00		01 5-4100-200 OFFICE EXPENSE 166.67
				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: 060628 THRU 060632

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK:								
1-1001-000	12/21/2023	CHECK	060628	COLONIAL LIFE AND ACCIDENT	170.98CR	OUTSTND	A	0/00/0000 01-2-2166-005 INS VOLUNTARY
1-1001-000	12/21/2023	CHECK	060629	FRMS CALIFORNIA BANK & TRUST F	9,953.60CR	OUTSTND	A	0/00/0000 01-5-4100-090 INS: GROUP HEATH/LIFE 6223.63 01-5-4100-603 UTILITY CREW-EMPLOYEE INSUR 3729.97
1-1001-000	12/21/2023	CHECK	060630	HUMANA INSURANCE CO.	724.54CR	OUTSTND	A	0/00/0000 01-5-4100-090 INS: GROUP HEATH/LIFE 402.25 01-5-4100-603 UTILITY CREW-EMPLOYEE INSUR 322.29
1-1001-000	12/21/2023	CHECK	060631	PRINCIPAL LIFE INSURANCE COMPA	396.38CR	OUTSTND	A	0/00/0000 01-5-4100-090 INS: GROUP HEATH/LIFE 234.95 01-5-4100-603 UTILITY CREW-EMPLOYEE INSUR 161.43
1-1001-000	12/21/2023	CHECK	060632	TASC -CLIENT INVOICES	56.21CR	OUTSTND	A	0/00/0000 01-5-4100-090 INS: GROUP HEATH/LIFE
TOTALS FOR ACCOUNT 1-1001-0				CHECK	TOTAL:	11,301.71CR		
				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:	11,301.71CR		
				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

www.oceanocsd.org

Date: January 10, 2024

To: Board of Directors

From: Carey Casciola, Business and Accounting Manager

Subject: **Agenda Item #7(E): Approval of a Resolution adopting the 2023 County Joinder Amendment to the Second Amended and Restated Joint Powers Agreement for the San Luis Obispo County Integrated Waste Management Authority**

Recommendation

It is recommended that your Board approve a Resolution adopting the 2023 County Joinder Amendment to the Second Amended and Restated Joint Powers Agreement for the San Luis Obispo County Integrated Waste Management Authority (IWMA) and authorize the President to execute.

Discussion

The IWMA is a Joint Powers Authority (JPA) between the seven cities in the County and one authorized Special District that provides solid waste services. The IWMA manages State mandated services on behalf of these agencies, including hazardous waste, universal waste, solid waste, recycling, and food/green waste. The County withdrew from the IWMA effective November 15, 2021. This necessitated the JPA approved in 2022 by all members. On October 31, 2023, the County Board of Supervisors voted to rejoin the IWMA. The attached Joinder Agreement reflects the appropriate changes to the JPA to allow for the County to rejoin the IWMA with one seat and one vote. It also moves the election of IWMA officers to the beginning of the year. Although the District is adopting the agreement in 2024 the attached agreement will remain the "2023 County Joinder Agreement" because the County adopted in 2023.

Other Agency Involvement

All public agencies in San Luis Obispo County that provide solid waste services.

Other Financial Considerations

There is no financial impact of this action to the District. IWMA fees are collected by the South County Sanitary Services from solid waste customers to fund IWMA. The IWMA will receive additional revenue from the following sources:

- Solid waste management fee from Unincorporated areas at 4.4%
- Increased revenue from the Land Fill Tipping Fee Surcharge from Unincorporated areas
- Increase in Block Grant funding from CalRecycle



Oceano Community Services District

Board of Directors Meeting

Results

Collaboration through a regional agency promotes a prosperous, safe, healthy, and well governed community.

Attachment:

- Second Amended and Restated JPA
- Draft Resolution
 - Exhibit A – Joinder Amendment

JOINT POWERS AGREEMENT

**TO ESTABLISH AN
INTEGRATED WASTE MANAGEMENT AUTHORITY
FOR THE CITIES OF
SAN LUIS OBISPO COUNTY, CALIFORNIA**

**SECOND AMENDED AND RESTATED JOINT POWERS AGREEMENT
TO ESTABLISH AN
INTEGRATED WASTE MANAGEMENT AUTHORITY
FOR THE CITIES OF SAN LUIS OBISPO COUNTY, CALIFORNIA**

THIS SECOND AMENDED AND RESTATED JOINT POWERS AGREEMENT is made and entered into this ___ day of _____, 2022, by and between the incorporated cities of Arroyo Grande, Atascadero, El Paso de Robles, Grover Beach, Morro Bay, Pismo Beach, and San Luis Obispo, all being municipal corporations of the State of California and located within the boundaries of the County of San Luis Obispo California, hereinafter called “Cities.”

WHEREAS, on May 10, 1994, an agreement was executed by and between the Cities and the County of San Luis Obispo (“County”) forming a joint powers authority pursuant to the provisions of the Joint Exercise of Powers Act (Government Code section 6500 et seq., for the purpose of facilitating the development of waste diversion programs and projects that provide economies of scale without interfering with individual agencies’ exercise of power within their own jurisdiction (hereinafter referred to as the “Original JPA Agreement”); and

WHEREAS, pursuant to the Original JPA Agreement, the member agencies created and established a public entity identified as the San Luis Obispo County Integrated Waste Management Authority (“IWMA”); and

WHEREAS, in or around 2001, a Memorandum of Agreement (“MOA”) was executed by and between the Cities, the County, and certain special districts within the County (“Authorized Districts”) amending the Original JPA Agreement to include the Authorized Districts for representation on the IWMA Board; and

WHEREAS, on or about November 15, 2021, the County withdrew from the IWMA; and the Cities and Authorized Districts determined that a single regional agency remained advantageous to advise, plan for, and implement solutions to common solid waste and a waste diversion efforts; and

WHEREAS, the IWMA was originally formed to meet the requirements of the California Integrated Waste Management Act (California Public Resources

Code section 40000 et seq.) and all regulations adopted under that legislation require, among other things, that certain public agencies in California make adequate provision for solid waste management within their jurisdictions; and

WHEREAS, since the IWMA’s formation, Assembly Bill 341 (Chesbro, 2011) (Recycling of Commercial Solid Waste (“MCR”)) was signed into law and established requirements for jurisdictions to implement a commercial solid waste recycling program designed to divert commercial solid waste; and

WHEREAS, since the IWMA’s formation, Assembly Bill 1826 (Chesbro, 2014) (Recycling of Commercial Organic Waste (“MORE”)) was signed into law and established the requirement for jurisdictions to implement an organic waste recycling program to divert organic waste generated by businesses; and

WHEREAS, since the IWMA’s formation, Senate Bill 1383 (Lara, 2016) was signed into law requiring jurisdictions to implement organic waste diversion programs that include providing organic waste collection services to businesses and residences, edible food recovery goals, public education and outreach, contamination monitoring and sampling activities, recordkeeping and reporting, organic materials and edible food recovery, infrastructure capacity planning, procurement of recovered organic waste products, and enforcement; and

WHEREAS, the Cities and Authorized Districts continue to believe that by combining their separate powers they can achieve their waste diversion goals and satisfy the requirements of the Integrated Waste Management Act and other legislation more effectively than if they exercise those powers separately; and

WHEREAS, the Cities affirm, that pursuant to this Second Amended and Restated Joint Powers Agreement, the IWMA remains a regional agency in accordance with Public Resources Code section 40970 et seq.; and

WHEREAS, pursuant to Section 40977, the Cities shall include one (1) Authorized District to be included as a member in the IWMA regional agency for the purpose of representation on the IWMA Board of Directors; and

WHEREAS, the Authorized District “member” may change from time to time; the current elected or appointed Authorized District representative shall represent the collective interests of all Authorized Districts; and

WHEREAS, this Second Amended and Restated Joint Powers Agreement shall be considered a Memorandum of Understanding between the Cities and the

Authorized Districts to enable and allow one (1) representative of the Authorized Districts to participate in the governance of the IWMA as a member agency pursuant to Section 40977 of the Public Resource Code to represent the interests of all Authorized Districts; and

WHEREAS, the Cities and the Authorized Districts (together “Participating Agencies”) desire to establish and confer upon a separate legal entity the powers necessary to enable them to achieve their waste diversion goals and to comply with the Integrated Waste Management Act, Assembly Bill 341, Assembly Bill 1826, Senate Bill 1383, and all current and future state-mandated laws, rules and regulations to the extent allowed by law and by the terms and conditions of this Second Amendment; and

WHEREAS, the Participating Agencies desire to avoid a series of amendments to the Agreement over time due to future state-mandated legislation and programs, and as such, the parties desire to authorize the IWMA Board to enact policies, resolutions, and ordinances as are necessary to ensure and oversee compliance with any and all future state-mandated programs related to solid waste, recycling, waste diversion, and any other purpose of the Authority as provided in this Agreement.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION 1. Definitions.

To the extent that any of the following definitions conflict with any definition set forth in the California Integrated Waste Management Act, (Pub. Resources Code, § 40000 et seq.), and the Regulations promulgated thereunder, said Act and/or Regulations shall take priority. The terms defined in this Section that begin in this Agreement with quotation marks have the following meanings:

1.1 “Act” means the California Integrated Waste Management Act of 1989 (Pub. Resources Code, § 40000 et seq.) and all regulations adopted under

that legislation, as that legislation and those regulations may be amended from time to time.

1.2 “Agreement” means this Second Amended and Restated Joint Exercise of Powers Agreement, as it may be amended from time to time.

1.3 “Authority” means the San Luis Obispo County Integrated Waste Management Authority, a joint exercise of powers agency created by the Members pursuant to this Agreement.

1.4 “Authorized Districts” means certain special districts with solid waste authority participating in the IWMA through this Second Amended and Restated Joint Powers Agreement, including but not limited to the Avila Beach Community Services District, California Valley Community Services District, Cambria Community Services District, Cayucos Sanitary District, Ground Squirrel Hollow Community Services District, Heritage Ranch Community Services District, Los Osos Community Services District, Nipomo Community Services District, Oceano Community Services District, San Miguel Community Services District, San Simeon Community Services District, and Templeton Community Services District, or other qualified agencies that may later determine to become a Participating Agency by execution of this Agreement.

1.5 “Authorized District Representative” means the representative, or alternate, elected or appointed by the Authorized Districts to represent the Authorized Districts’ interests as a member of the IWMA regional agency pursuant to Section 40977 of the Public Resources Code.

1.6 “Board” means the Board of Directors of the Authority.

1.7 “CalRecycle” means the California Department of Resources Recycling and Recovery.

1.8 “City” means any Participating Agency that is a city, and “Cities” means all of the Participating Agencies that are Cities.

1.9 “Composting Facility” means a facility at which composting is conducted and which produces a product meeting the definition of compost in Public Resources Code (PRC) section 40116. (“Compost” means the product resulting from the controlled biological decomposition of organic wastes that are source separated from the municipal solid waste stream, or which are separated at a centralized facility. “Compost” includes vegetable, yard and wood wastes which are not hazardous waste, and biosolids where combined with other organic materials in a mixture that consists largely of decayed organic matter, and is used for fertilizing and conditioning land.)

1.10 “Executive Director” means the person hired and appointed by the Board as the Authority's chief administrative officer to administer the affairs of the Authority and to implement the policies of the Board.

1.11 “Fiscal Year” means the period commencing on each July 1 and ending on the following June 30.

1.12 “HHW” means household hazardous waste as described in the household hazardous waste element as required by the Act (Pub. Resources Code, § 40000 et seq.), as that element may be amended from time to time. .

1.13 “HHWE” means the Household Hazardous Waste Element as required by the Act (Pub. Resources Code, § 40000 et seq.) as that element may be amended from time to time.

1.14 “IWMA” means the Authority as defined herein.

1.15 “IWMA Region” means the jurisdictional territory and boundaries of all Participating Agencies.

1.16 “Joint Facilities” means a materials recovery facility, composting or HHW Facility, or other facility developed for the purpose of complying with requirements established by state legislation or the regulations of CalRecycle, or combination thereof, which is owned by some or all of the Participating Agencies directly, or by the Authority, or by a private entity, or a public agency, for the benefit of some or all of the Participating Agencies.

1.17 “Members” means the Cities who are members of this regional agency, formed pursuant to Public Resources Code section 40970 et seq, and the one (1) Authorized District Representative pursuant to Public Resources Code section 40977. “MRF” means a “materials recovery facility” which means a permitted solid waste facility where solid wastes or recyclable materials are sorted or separated, by hand or by use of machinery, for the purposes of recycling or composting. (Title 14, Ch. 9, Art. 3, Section 18720, “Definitions.”) “MRF” also means a transfer station which is designed to, and, as a condition of its permit, shall recover for reuse or recycling at least 15 percent of the total volume of material received by the facility. (Pub. Resources Code, § 50000(a)(4).)

1.18 “Participating Agency” or “Participating Agencies” means and shall include the Cities and the Authorized Districts who are signatories to this Agreement, delegating powers to the Authority pursuant to this Agreement, and participating in the governance of the IWMA.

1.19 “NDFE” means a Nondisposal Facility Element as required by the Act (Pub. Resources Code, § 40000 et seq.), as that element may be amended from time to time.

1.20 “Revenue Bonds” means revenue bonds, notes, certificates of participation and any other instruments and evidences of indebtedness issued by

the Authority from time to time pursuant to the law or any other applicable law in order to finance the MRF, any Joint Facilities or any Sole Use Facilities.

1.21 “Sole Use Facilities” means an integrated resource recovery facility, performing one or more of the functions of a MRF, composting or HHW Facility which is located within the boundary of the Authority and is owned by one Participating Agency or a private entity, but in all events is operated for the benefit of the residents and/or constituents of the IWMA Region.

1.22 “Solid Waste Landfill” shall have the meaning set forth in Section 40195.1 of the Public Resources Code, as that section may be amended from time to time.

1.23 “SRRE” means a Source Reduction And Recycling Element as required by the Act (Pub. Resources Code, § 40000 et seq.), as that element may be amended from time to time.

SECTION 2. Purpose.

Government Code section 6500 et seq. provides that two or more public agencies by agreement may jointly exercise any power common to the contracting parties. Public Resources Code section 40977 authorizes a district to be included as a member of a regional agency. Public Resources Code section 40976 authorizes a city or county to enter into a memorandum of understanding with another city, county, or district for the purpose of preparing and implementing source reduction and recycling elements or a countywide integrated waste management plan. It is the intent of the Participating Agencies to utilize these statutory authorizations in this Agreement.

The Participating Agencies enter this Agreement with the intent to operate the Authority in compliance with the requirements of the Act and other state legislation, with a minimum level of staff, addressing those operations and programs that can be most cost-effectively handled at the regional level by maximizing local resources, private sector participation, and contract services provision. The duties and responsibilities of each Participating Agency are described in the applicable adopted plans. The Authority is formed with the purpose and intent of facilitating the development of programs and projects related to waste diversion for the benefits of the residents and/or constituents of the IWMA Region that provide economies of scale without interfering with individual agencies' exercise of power within their own jurisdiction.

SECTION 3. Creation of Authority.

3.1 The Cities hereby re-create and re-establish an authority and public entity to continue to be known as the “San Luis Obispo County Integrated Waste Management Authority,” (hereinafter referred to as the “Authority” or “IWMA”) it being understood that the Board shall be entitled to change the Authority's name from time to time. The Authority shall be a public entity separate from each of the Cities and the Authorized Districts.

3.2 The Authority shall constitute and remain as a regional agency pursuant to Public Resources Code section 40970 et seq. The regional agency shall include one (1) Authorized District Representative as a member pursuant to Public Resources Code section 40977. Said regional agency, and not the Participating Agencies of the regional agency, shall be responsible for compliance with the waste diversion requirements set forth in Public Resources Code, Article 1 of

Chapter 6 (commencing with Section 41780). In the event that the regional agency fails to comply with said waste diversion requirements, it is expressly understood and agreed that Section 14 of this Agreement shall provide for indemnification for the benefit of the regional agency and its Participating Agencies as specifically set forth therein.

3.3 The assets, rights, debts, liabilities, and obligations of the Authority shall not constitute assets, rights, debts, liabilities, or obligations of any of the Participating Agencies. However, nothing in this Agreement shall prevent any Participating Agency from separately contracting for, or assuming responsibility for, specific debts, liabilities, or obligations of the Authority, provided that both the Board and that Participating Agency approve such contract or assumption in writing.

3.4 This Second Amended and Restated Joint Powers Agreement shall take effect upon its adoption by each of the Cities. The Authorized Districts, and each of them, may elect to participate in the IWMA by execution of this agreement wherein they shall be bound by its terms and conditions. All prior agreements, including the MOA, shall be extinguished upon the execution of this Agreement by the Cities.

SECTION 4. Inclusion of the Authorized Districts.

4.1 This Second Amended and Restated Joint Powers Agreement shall be considered a Memorandum of Understanding between the Cities and the Authorized Districts to allow one (1) representatives of the Authorized Districts to participate in the governance of the IWMA pursuant to Section 40977 of the Public Resources Code. Participation of the Authorized Districts is limited to special

districts within San Luis Obispo County that possess solid waste authority. The Authorized District Representative shall have all the governing rights and powers granted to an IWMA City Member. This Second Amended and Restated Joint Powers Agreement shall supersede, replace, and supplant the Memorandum of Agreement executed by and between the Cities, the County, and the Authorized Districts in or around 2001.

4.2 Authorized Districts, collectively, shall appoint or elect one representative and one alternate to represent the Authorized Districts on the IWMA Board of Directors. Authorized District Representative shall be limited to elected or appointed officials of an Authorized District. Said representatives shall represent the collective interests of all Authorized Districts. The selected Authorized District Representative shall serve a defined term, if so determined by the Authorized Districts, or so long as they hold an elected or appointed office with their Participating Agency, or until they resign or are removed prior to the end of their term. The Authorized District Representative alternate shall be entitled to vote on IWMA matters only in the absence of the Authorized District Representative.

4.3 The Authorized Districts, as Participating Agencies, shall have no individual powers and/or authority other than through the Authorized District Representative.

SECTION 5. Term.

The Authority is and remains effective as of the date of this Agreement. It shall continue until dissolved in accordance with Section 15 of this Agreement. However, in no event shall the Authority be dissolved if its dissolution would

conflict with or violate the terms or conditions of any Revenue Bonds or related documentation including, without limitation, indentures, resolutions, and letter of credit agreements.

SECTION 6. Powers.

6.1 The Authority is empowered to acquire, construct, finance, refinance, operate, regulate and maintain a Solid Waste Landfill, transfer station, MRF, composting, HHW, or Joint Facilities and Sole Use Facilities subject, however, to the conditions and restrictions contained in this Agreement. The Authority shall also have the power to plan, study and recommend proper solid waste management consistent with the Act and other legislation and, to the extent permitted by the Act and this Agreement, implement plans approved by the IWMA and the programs specified in the state approved and locally adopted SRREs, the HHWE, the NDFE, and the Countywide or Regional Siting Element for all or any portion of the area included within the IWMA Region. Notwithstanding any other provisions of this Agreement, the Authority shall not acquire, regulate, set fees for, or operate any solid waste landfills, recycling, or composting facilities owned or operated by Participating Agencies without the express written consent of such Participating Agency.

6.2 To the full extent permitted by applicable law, the Authority is authorized, in its own name, to do all acts necessary or convenient for the exercise of such powers that each Member could exercise separately including, without limitation, any and all of the following:

- (a) to make and enter into contracts;
- (b) to apply for and accept grants, advances and contributions;

- (c) to contract for the services of engineers, attorneys, accountants, planners, consultants, fiscal agents and other persons and entities;
- (d) to make plans and conduct studies;
- (e) to acquire, improve, hold, lease and dispose of real and personal property of all types;
- (f) to sue and be sued in its own name;
- (g) to incur and discharge debts, liabilities and obligations;
- (h) to establish rates, tolls, tipping fees, other fees, rentals and other charges in connection with the Authority's facilities identified in Paragraph 6.1 herein, as well as any and all services and programs provided and/or implemented by the Authority;
- (i) to hire agents and employees;
- (j) to exercise the power of eminent domain for the acquisition of real and personal property;
- (k) to issue Revenue Bonds, grant or bond anticipation notes, or other governmental financing instruments, in accordance with all applicable laws for the purpose of raising funds to finance or refinance the acquisition, construction, improvement, renovation, repair, operation, regulation or maintenance of the facilities identified in Paragraph 6.1 herein or as otherwise deemed necessary or beneficial to the Authority;

- (l) to sell or lease the facilities identified in Paragraph 6.1 herein;
- (m) to loan the proceeds of Revenue Bonds to any person or entity to finance or refinance the acquisition, construction, improvement, renovation or repair of the facilities identified in Paragraph 6.1 herein;
- (n) to provide that the holders of Revenue Bonds, whether directly or through a representative such as an indenture trustee, be third party beneficiaries of any of the obligations of any Member to the Authority and to covenant with the holders of any Revenue Bonds on behalf of any such Member to perform such obligations and comply with any agreements that Member may have with the Authority;
- (o) to prepare and implement plans and programs as deemed necessary and/or beneficial to the Authority in carrying out the purposes of this Agreement;
- (p) to provide public education, outreach, and marketing activities in support of diversion and edible food recovery programs;
- (q) to enter into memorandums of understanding with other regional agencies, cities, counties, and special districts;
- (r) to adopt, as authorized by California law, ordinances as are necessary to ensure and oversee compliance with any and all current and future state-mandated legislation and

programs related to solid waste, recycling, and waste diversion;

- (s) to act as the delegate, on behalf of the Participating Agencies, for the responsibilities of compliance, monitoring, reporting, and education of all state-mandated legislation, including, but not limited to the Integrated Waste Management Act, Assembly Bill 341, Assembly Bill 1826, and Senate Bill 1383.

6.3 Such powers shall be exercised subject only to the limitations set forth in this Agreement, applicable law, and such restrictions upon the manner of exercising such powers as are imposed by law in the exercise of similar powers. The Authority hereby designates the City of San Luis Obispo as the Member required to be designated by Section 6509 of the California Government Code. Should the Participating Agencies desire to designate an alternative agency for the purposes of Section 6509, such new designation may be changed by resolution of the Participating Agencies without need for an amendment to this Agreement.

6.4 This Agreement shall not limit the ability of the Participating Agencies to plan, administer, implement, and otherwise conduct waste management and other related local programs as deemed appropriate by the agency and consistent with the purpose and intent of this Agreement.

SECTION 7. Expressed Limitation of Powers.

The Authority's power to adopt, impose, implement, and/or comply with regulations and ordinances is expressly limited to state-mandated legislation and

regulations related to solid waste, recycling, organic waste, and waste diversion. The Authority shall establish a budget policy requiring Board consideration of the minimum work required to comply with state mandates and regulations in the most demonstrably cost-effective way possible. Said policy shall not preclude other requirements such as Board consideration of the equitable distribution of services throughout the IWMA Region and program enhancements that are funded by grant revenues and/or reimbursements from Participating Agencies. Additionally, the IWMA shall establish a purchasing policy with a similar provision when preparing scopes of work for consultants and independent contractors who are engaged in implementing the Authority's projects and programs. Notwithstanding the foregoing, all existing IWMA ordinances, rules, and regulations, whether or not mandated by the state, shall remain in full force and effect and not subject to this limitation of power unless otherwise determined by the Board.

SECTION 8. Boundaries.

The boundaries of the Authority shall be the boundaries of the Cities and the Authorized Districts identified herein as the IWMA Region. In the event a Participating Agency withdraws from the Authority, the boundaries shall be modified to exclude the area of the withdrawing agency. In the event a qualified city or district joins the Authority, the boundaries shall be modified to include the area of the joining Participating Agency. Section 8 shall not prevent the Authority's use and/or operation of facilities outside of its boundaries within the County of San Luis Obispo.

SECTION 9. Organization.

9.1 The Board. The Authority shall be governed by the Board, which shall exercise or oversee the exercise of all powers and authority on behalf of the Authority.

9.2 Participating Agencies.

(a) Cities. City membership in the Authority shall be voluntary, but only the cities incorporated in the County of San Luis Obispo presently or in the future, are declared eligible for membership in the Authority as a regional agency. City representatives to the Authority shall consist of one (1) member from the governing body of each incorporated City within the boundaries of the County of San Luis Obispo which is a party to this Agreement. The Cities may elect to have an alternate member(s) in addition to any official member, but said alternate shall be an elected or appointed official and shall be able to vote only in the absence of the official representative.

(b) Authorized Districts. The Authorized Districts shall be collectively represented on the Board by one (1) representative and one (1) alternate elected or appointed by and among themselves. The Authorized District Representative shall have all rights, power, and authority granted to a City representative. The Authorized District alternate shall be elected or

appointed officials and entitled to vote only in the absence of the official Authorized District Representative.

- (c) Representatives of the shall be appointed to serve on the Board in accordance with procedures established by each of the governing bodies of their respective agencies, except that the Authorized District Representative and alternate shall be elected or appointed pursuant to Section 4. Representatives shall serve so long as they hold office with their member agency, until they shall resign or are removed by a majority vote of their member agency, or pursuant to a set term established by their member agency. Vacancies among representatives or alternates shall be filled in the same manner as the first appointment.
- (d) Designation of the official representative or alternate(s), or changes thereto, shall be transmitted in writing to the Executive Director of the Authority by the appointing agency.
- (e) In addition to the incorporated Cities and Authorized Districts presently a party to this Agreement, any other city or qualified special district which may desire to participate in the activities of the Authority may do so by executing this Agreement without prior

approval or ratification of the named parties to this Agreement and shall thereafter be governed by all the terms and provisions of this Agreement as of the date of execution.

- (f) Membership and/or participation of any Participating Agency shall be contingent upon the execution of this Second Amended and Restated Joint Powers Agreement, as same may be further amended from time to time, with no requirement to execute the Original JPA or any prior amendments thereto.

9.3 Principal Office. The principal office of the Authority shall be located at 870 Osos Street, San Luis Obispo, CA 93401. The Board may change that principal office upon giving at least 15 days' notice to each Participating Agency and to CalRecycle.

9.4 Officers.

- (a) The officers of the Board shall consist of a President and Vice President elected for a term of one year by a majority vote of the Board.
- (b) Both the President and Vice President of the Board shall be elected at the last meeting preceding July of each year.
- (c) The officers shall serve until their successors are elected.
- (d) The duties of the officers shall be as follows:
 - 1) President

- a) Shall preside over all meetings of the Board.
 - b) Shall appoint all ad hoc committees subject to ratification by the Board.
 - c) Shall be an ex-officio member of all committees.
 - d) Shall execute all contracts and legal documents on behalf of the Authority except those that have been delegated to the Executive Director through purchasing policies or other actions of the Board of Directors.
- 2) Vice President
- a) Shall serve as President pro-tem in the absence of the President.
 - b) Shall give whatever aid necessary to the President.
 - c) Shall be an ex-officio member of all committees.
 - d) In the event of a vacancy occurring in the office of either the President or Vice President upon said officer's death, resignation, removal or his/her ceasing to be an official representative of a member agency, such vacancy will be

filled by majority vote of the Board, the officer elected to serve for the balance of the unexpired term.

9.5 Executive Director. The Board shall employ or contract for the services of a general manager (the “Executive Director”) who shall be the chief administrative officer of the Authority. The Authority shall select a qualified Executive Director using professional personnel standards and an open competitive process. The Executive Director shall plan, organize and direct the administration and operations of the Authority, either directly or by means of delegation to IWMA staff, shall advise the Board on policy matters, shall recommend an administrative structure to the Board, shall hire and discharge administrative staff, shall develop and recommend budgets, shall reply to communications on behalf of the Authority, shall approve payments of amounts duly authorized by the Board, shall implement Board policy, shall carry out such other duties that may be assigned to the Executive Director by the Board from time to time, and shall attend meetings of the Board and committees as directed.

9.6 Committees.

- (a) Committees, subcommittees, and advisory committees may be established as the Board may deem appropriate.
- (b) Membership on “ad-hoc” policy committees shall be at the discretion of the President, subject to ratification by the Board, and consisting of less than a quorum of the Board. Nothing herein shall be construed to limit membership on these aforesaid

committees to officials of the member agencies. The President may appoint any individual deemed qualified to serve on a committee.

- (c) Standing Committees shall include an Executive Committee and other committees as established by the Board. The composition and bylaws of the standing committees shall be established by the Board by resolution. All Standing Committee meetings shall be held subject to the provisions of the Ralph M. Brown Act (Sections 54950 et seq. of the California Government Code) and other applicable laws of the State of California.

SECTION 10. Meetings of the Board.

10.1 Notice of Meetings. All meetings of the Board shall be held subject to the provisions of the Ralph M. Brown Act (Sections 54950 et seq. of the California Government Code) and other applicable laws of the State of California.

10.2 Regular Meetings. The Board shall hold at least four regular meetings each year. The date upon which, and the hour and place at which, each regular meeting shall be fixed by resolution of the Board.

10.3 Special Meetings. Special meetings of the Board may be called in accordance with the provisions of the California Government Code.

10.4 Notice of Meetings. All meetings of the Board shall be held subject to the provisions of the Ralph M. Brown Act (Sections 54950 et seq. of the California Government Code) and other applicable laws of the State of California.

10.5 Minutes. The Executive Director shall cause minutes of all meetings of the Board and any standing committees of the Board to be kept and shall, after each meeting and approval of the Board, cause a copy of the minutes to be forwarded to each Participating Agency.

10.6 Quorum and Voting. For purposes of conducting business, there shall be present a quorum consisting of a majority of the Board. Each director shall have one vote. No action shall be effective without the affirmative votes of a majority of those present. The Board shall adopt such procedures as are consistent with this Agreement and applicable law and are necessary or helpful in conducting the business of the Authority in an orderly manner.

10.7 Budget. The Cities and the County have entered into a *Memorandum of Agreement among the County of San Luis Obispo and the Cities of Arroyo Grande, Atascadero, El Paso de Robles, Grover Beach, Morro Bay, Pismo Beach, and San Luis Obispo for the Establishment and Payment of Landfill Tipping Fee Surcharges To Support The San Luis Obispo Integrated Waste Management Authority* (the “MOA”). Pursuant to the MOA, those members of the Authority having jurisdiction over such matters have agreed to establish tipping fee surcharges (the “Tipping Fee Surcharges”) which shall be paid into a Solid Waste Authority—Trust Fund (as defined in the MOA) for the purposes therein.

- (a) A line item and program budget for the Authority's operations shall be adopted by the Board for the ensuing Fiscal Year prior to June 30 of each year. All costs incurred by the Authority shall be set forth in the budget and shall be paid out of the solid waste

fund derived from tipping fee surcharges and other sources as approved by the Board.

The line item and program budget shall be submitted in draft form to all Participating Agencies for review and comment prior to adoption.

The line item and program budget shall include sufficient detail to constitute an operating guideline, the anticipated sources of funds, and the anticipated expenditures to be made for the operations of the Authority and the administration, maintenance and operating costs of the facilities identified in Paragraph 6.1 herein. Any budget for Sole Use Facilities shall be maintained separately. Approval of the line item and program budget by the Board shall constitute authority for the Executive Director to expend funds for the purposes outlined in the approved budget, subject to the availability of funds.

- (b) A budget for the acquisition, construction, or operation of facilities, or for contracting for the acquisition, construction, or operation of facilities, identified in Paragraph 6.1 herein shall be adopted by the Board before the Authority commits any acquisition or construction funds or contracts. It may be amended if and when determined by the

Board. Approval of the budget(s) for the facilities identified in Paragraph 6.1 herein shall constitute authority for the Executive Director (or any trustee or other fiduciary appointed by the Authority) to receive state or federal grant funds and proceeds of Revenue Bonds and to expend funds for the acquisition, construction, or operation of the facilities identified in Paragraph 6.1 herein.

- (c) A budget(s) governing the acquisition, construction, or operation of Sole Use Facilities may be adopted by the affected Participating Agency or Agencies. When such budgets are adopted by affected parties, appropriate accounts shall be established by the Authority and designated as such participant or participant's fund. Disbursement of such funds by the Authority shall be made only upon receipt of written authorization from the designated finance officer of the affected Participating Agency or Agencies. Receipts and disbursements for the acquisition or construction of Sole Use Facilities may also be made directly by the affected Participating Agency or Agencies, in which case such budgets shall not be a part of the budget of the Authority.

10.8 Rules of Procedure. The Board shall from time to time, establish written rules and procedures for the conduct of their meetings.

SECTION 11. Joint Operating Fund and Contributions.

The Authority shall have the power to establish a joint operating fund. The fund shall be used to pay all administrative, operating, and other expenses incurred by the Authority. Funding shall be on an enterprise basis or as determined by the Board. All monies in the joint operating fund shall be paid out by the Auditor-Controller / Treasurer for the purposes for which the fund was created upon authorization by the President of the Board and approval by the Executive Director of demands for payment, or as otherwise authorized by resolution of the Board filed with the Auditor-Controller / Treasurer. No Participating Agency shall be obligated to make any contributions of funds to the Authority for facilities to be established in accordance with Section 6.1 or pay any other amounts on behalf of the Authority, other than as required by this Section 11, without that Participating Agency's consent evidenced by a written instrument signed by a duly authorized representative of that Participating Agency. The Authority shall contract with an independent certified professional accountant to conduct annual fiscal audits as required by applicable statute or legislation and report the results of such audit to the Board.

11.1 Auditor-Controller / Treasurer. The Auditor-Controller / Treasurer of San Luis Obispo County shall be the Auditor-Controller / Treasurer of the Authority. The Auditor-Controller / Treasurer shall preform all responsibilities and obligations as provided in Government Code section 6505.5. To the extent a conflict exists between this Section 11 and the Government Code, the Government Code shall control.

11.2 Notwithstanding Sections 11.1 above, designation of the Auditor-Controller / Treasurer may be changed from time to time by resolution of the Board without necessitating amendment to this Agreement.

SECTION 12. Records and Accounts.

This Section and Section 11 are intended to ensure strict accountability of all funds of the Authority and to provide accurate reporting of receipts and disbursements of such funds. The Authority shall maintain accurate and correct books of account, showing in detail the costs and expenses of any service or acquisition and construction and the maintenance, operation, regulation and administration of any service or Joint Facilities or Sole Use Facilities, and all financial transactions of the Participating Agencies relating to any service or Joint Facilities or Sole Use Facilities. Books and records shall be established and maintained in accordance with generally accepted accounting principles promulgated by the California State Controller's Office and the Governmental Accounting Standards Board. The books of account shall correctly show any receipts and any costs, expenses, or charges to be paid by all or any of the Participating Agencies. The books of account shall be open to inspection at all times by a representative or agent of any of the Participating Agencies. In addition, if required by any resolution authorizing the issuance of Revenue Bonds, the Authority shall maintain appropriate books, records, accounts and files relating to each project as required by such resolution which shall be open to inspection by holders of Revenue Bonds if and to the extent, and in the manner, provided in the resolution.

SECTION 13. Rates and Fees.

The Authority shall be funded by a combination of rates, fees, and other funding mechanisms as allowed by applicable authority. Use of revenue from rates and fees shall not be restricted based upon the funding mechanism. The Authority shall establish and regulate rates and/or tipping fees at facilities within the County of San Luis Obispo, such as landfills or other collection sites, for (1) the operation, acquisition, construction, repair, and maintenance of new and existing facilities; (2) the implementation of state legislation and regulations; (3) the operation of programs, education, outreach, monitoring and enforcement efforts; and (4) the preparation, adoption, and implementation a regional management plan.

The Authority may impose fees in amounts sufficient for (1) the implementation of state legislation and supporting programs; (2) education outreach, monitoring, reporting and compliance efforts; (3) the preparation, adoption, and implementation of a regional management plan; and (4) any other purposes as provided for by this Agreement. Revenue generation may include fees imposed on “Haulers” (defined as companies with an agreement with a governmental entity for the collection of solid waste, recyclables, or green waste in San Luis Obispo County), assessments, or any other funding mechanism as allowed by applicable authority. Rates and fees shall be set or modified by resolution only.

Prior to the Authority increasing rates or fees, or imposing new rates or fees, the Authority shall provide the Participating Agencies with all necessary facts, data, information and analyses related to justification and/or explanation of the proposed rates and fees that meet all applicable legal requirements to support their adoption. The Authority shall coordinate with the Participating Agency

managers in this regard to ensure the facts, data, information and analyses provided by the Authority is adequate to enable the Participating Agencies to implement the Authority's proposed rates and fees through the Proposition 218 process, if deemed applicable to a Participating Agency by that Agency; however, determinations regarding the application of Proposition 218 to any proposed increased rate or fee shall be made solely by each Participating Agency with no Authority representations of any kind.

The Authority shall establish a rate and/or fee setting policy which shall govern the obligations of the Authority to its Participating Agencies in the implementation of any new or increased rates or fees.

SECTION 14. Failure to Meet Waste Stream Requirements.

The Authority shall be entitled to cause the waste streams of each Participating Agency to be monitored, pursuant to procedures approved by the Board, in order to determine whether state waste diversion requirements are being met. If the waste stream diversion of any Participating Agency fails to meet any such requirements, including but not limited to taking all actions necessary to comply with state mandates, that Participating Agency shall be solely responsible for any and all resulting liabilities, damages, fines, criminal and civil sanctions, and costs and expenses. That Participating Agency shall also indemnify and hold the Authority and the other Participating Agencies harmless from and against any and all liabilities, damages, fines, sanctions, costs and expenses that are incurred as a result of the violation or a claimed violation including, without limitation, all fees and costs of legal counsel. If two or more Participating Agencies are responsible

for a failure to meet any such requirements or are claimed to have violated any such requirements, the Participating Agencies responsible for the violations or which are the subject of such claims shall be responsible to, and shall indemnify, the Authority and the other Participating Agencies in proportion to their relative responsibility for the violations or claimed violations. Upon notification of any such violation or claim, the Participating Agency or Agencies shall take such prompt, corrective action as is necessary to meet the requirements. Nothing in this Section shall preclude one or more Participating Agencies or the Authority from imposing or establishing additional incentives to meet waste diversion requirements.

SECTION 15. Withdrawal and Dissolution.

15.1 The parties to this Agreement pledge full cooperation and agree to assign representatives to serve as official appointed representatives of the Authority or any committee or subcommittee thereof who shall act for and on behalf of their Participating Agency in any or all matters which shall come before the Authority, subject to any necessary approval of their acts by the governing bodies of the Participating Agencies.

15.2 Any party to this Agreement may withdraw from the Authority, upon providing six (6) months' prior written notice, and terminate its participation in this Agreement by resolution of its governing body. The withdrawal of the Participating Agency shall have no effect on the continuance of this Agreement among the remaining Participating Agencies, and the Agreement shall remain in full force and effect with respect to the remaining Participating Agencies. No

withdrawal shall become effective until six (6) months after receipt of the written notice by the Authority.

15.3 A Participating Agency which has withdrawn from the Authority shall not be liable for the payment of further contributions falling due beyond the date of withdrawal and shall have no right to reimbursement of any monies previously paid to the Authority. The Authority may authorize a reimbursement if in its judgment such reimbursement is fair and equitable and can be done without jeopardy to the operation of the Authority. If any Participating Agency fails to pay a required contribution, as determined by the Board, that Participating Agency shall be provided with a sixty (60) day written notice and an opportunity to cure. If the Board determines that the Participating Agency has failed to cure or negotiate a cure within sixty (60) days following delivery of the written notice shall be deemed a voluntary withdrawal from the Authority.

15.4 The Authority may be dissolved at any time and this Agreement terminated by a joint agreement duly-approved and executed by a majority of the Members which are parties hereto. Said termination agreement shall provide for the orderly payment of all outstanding debts and obligations and for the return of any surplus funds of the Authority in proportion to the contributions made by the Participating Agencies. In the event the Authority is dissolved, the individual Participating Agencies shall be responsible for complying with the requirements of the Act as included in the approved SRREs, HHWE, NDFE, Countywide or Regional Siting Element and Integrated Waste Management Plan in addition to compliance with all waste management related legislation.

SECTION 16. Amendments Including Termination.

This Agreement may only be amended or terminated by a written instrument executed by a majority of the Members and meeting the requirements imposed by the terms or conditions of all Revenue Bonds and related documentation including, without limitation, indentures, resolutions, and letter of credit agreements. Notwithstanding the foregoing, no amendment or termination shall require any Participating Agency to contribute any funds to the Authority or become directly or contingently liable for any debts, liabilities or obligations of the Authority without the consent of that agency evidenced in a written instrument signed by a duly authorized representative of that Participating Agency.

SECTION 17. Filing with the Secretary of State.

The Secretary shall file all required notices with the Secretary of State in accordance with California Government Code sections 6503.5 and 53051

SECTION 18. Notices.

All notices which any Participating Agency of the Authority may wish to give in connection with this Agreement shall be in writing and shall be served by personal delivery, by electronic mail, or by US mail addressed to the Participating Agency, or Participating Agencies, or the Authority at its principal office, or to such other address as the Authority or Participating Agency or Participating Agencies may designate from time to time by written notice given in the manner specified in this Section. Service of notice pursuant to this Section shall be deemed complete on the day of service by personal delivery (but 24 hours after such delivery in the case

of notices of special meetings of the Board), two days after mailing if deposited in the United States mail, or in 24 hours if provided by electronic mail.

SECTION 19. Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the Participating Agencies. However, no Participating Agency shall assign any of its rights under this Agreement except to a duly formed public entity organized and existing under the laws of the State of California approved by a majority of the voting Directors who do not represent the assigning Participating Agency. No assignment shall be effective unless and until the Authority, the Participating Agencies, and the proposed assignee comply with all then applicable requirements of law relating to changes in the composition of entities such as the Authority if and when they have Revenue Bonds outstanding and with the terms and conditions of all Revenue Bonds and related documentation including, without limitation, indentures, resolutions and letter of credit agreements.

SECTION 20. Severability.

Should any part, term, sentence, or provision of this Agreement be decided by a final judgment of a court or arbitrator to be illegal or in conflict with any law of the State of California or otherwise be unenforceable or ineffectual, the validity of its remaining parts, terms, sentences, and provisions shall not be affected and the Participating Agencies represent that they would have adopted this Agreement even without the ineffectual or non-valid provision(s).

SECTION 21. Section Headings.

All section headings contained in this Agreement are for convenience and reference. They are not intended to define or limit the scope of any provision of this Agreement.

SECTION 22. Effective Date.


This Agreement shall take effect upon its execution by all Members, pursuant to resolutions of such governing bodies authorizing such execution and shall remain in full force and effect until dissolved pursuant to the provisions herein. This Agreement may be executed in counterparts which together shall constitute a single agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

PARTICIPATING AGENCIES

CITIES	AUTHORIZED DISTRICTS
Arroyo Grande Atascadero El Paso de Robles Grover Beach Morro Bay Pismo Beach San Luis Obispo	Avila Beach CSD California Valley CSD Cambria CSD Cayucos Sanitary District Ground Squirrel Hollow CSD Heritage Ranch CSD Los Osos CSD Nipomo CSD Oceano CSD San Miguel CSD San Simeon CSD Templeton CSD

CITY OF ARROYO GRANDE

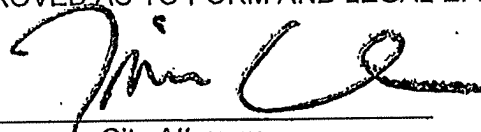
By: 
Mayor

Date: 5/24/22


Clerk

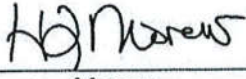
Resolution No. 5191

APPROVED AS TO FORM AND LEGAL EFFECT:


By: 
City Attorney

Date: 5/31/22

CITY OF ATASCADERO

By: 
Mayor

Date: June 29, 2022


Clerk

APPROVED AS TO FORM AND LEGAL EFFECT:

By: 
City Attorney

Date: June 29, 2022

AVILA BEACH COMMUNITY SERVICES DISTRICT

By: Peter D. Kelly
Chairperson

Date: 8/9/2022

Paul Higgins
Clerk

Resolution No. Via Motion

APPROVED AS TO FORM AND LEGAL EFFECT: N/A

By: _____
Attorney

Date: _____

CALIFORNIA VALLEY COMMUNITY SERVICES DISTRICT

By: 
Chairperson

Date: June 7, 2022


Clerk

Resolution No. 2022-04

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
Attorney

Date: _____

WHEREAS, the Board of Directors of the Cambria Community Services District desires to acknowledge, accept, and agree to be bound by the terms and conditions of the Second Amended and Restated JPA.

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

1. The foregoing Recitals are true, correct and are incorporated herein.
2. The Cambria Community Services District hereby acknowledges, accepts, and agrees to be bound by the terms and conditions of the Second Amended and Restated JPA, a copy of which is attached hereto as Exhibit A and incorporated herein by reference.
3. This Resolution shall take effect immediately upon adoption. The General Manager or his designee is directed to deliver this adopted Resolution to the IWMA's Interim Executive Director and Executive Committee.

Resolution 48-2022 was adopted at a Regular Meeting of the Cambria Community Services District on July 14, 2022.

DocuSigned by:

Donn Howell

FBE14D0B92DD420...

Donn Howell,
President, Board of Directors

ATTEST:

DocuSigned by:

Leah Reedall

129953AB94944F1...

Leah Reedall, Board Secretary

APPROVED AS TO FORM:

DocuSigned by:

Timothy J. Carmel


B64D40A50AA141E...

Timothy J. Carmel, District Counsel

HERITAGE RANCH COMMUNITY SERVICES DISTRICT

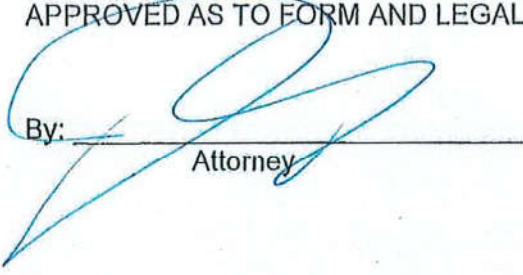
By: 
Chairperson

Date: 8-3-22


Clerk

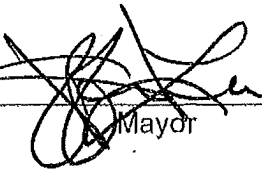
Resolution No. 22-10

APPROVED AS TO FORM AND LEGAL EFFECT:

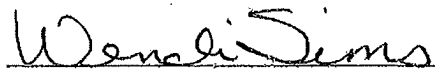
By: 
Attorney

Date: 8-10-22

CITY OF GROVER BEACH

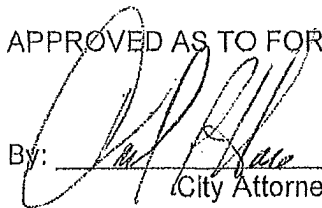
By:  _____
Mayor

Date: 6/28/2022


Wendy Sims
Clerk

Resolution No. 22-29

APPROVED AS TO FORM AND LEGAL EFFECT:

By:  _____
City Attorney

Date: 6-28-22

LOS OSOS COMMUNITY SERVICES DISTRICT

By: 
President

Date: 6-21-22


Clerk

Resolution No. 2022-19

APPROVED AS TO FORM AND LEGAL EFFECT:


By: _____
Attorney

Date: _____

CITY OF MORRO BAY


By:  _____
Mayor
JOHN HEADING

Date: 6/30/2022

 _____
Clerk
Dane Swanson

Resolution No. 62-22

APPROVED AS TO FORM AND LEGAL EFFECT:

By:  _____
City Attorney
Chris Neumeyer

Date: 7-1-22

OCEANO COMMUNITY SERVICES DISTRICT

By: Karen M. White Date: 7/14/2022
President

Cy Cil
Board Secretary

APPROVED AS TO FORM AND LEGAL EFFECT:

By: [Signature] Date: 7/14/2022
Attorney

CITY OF EL PASO DE ROBLES

By: *Steven W. Martin*
Steven W. Martin (Jun 7, 2022 14:15 PDT)

Mayor

Date: Jun 7, 2022

Melissa Boyer

Clerk

Resolution No. 22-049

APPROVED AS TO FORM AND LEGAL EFFECT:

By: *Elizabeth Wagner Hull*
Elizabeth Wagner Hull (May 29, 2022 13:00 PDT)

City Attorney

Date: May 29, 2022

CITY OF PISMO BEACH

DocuSigned by:

ED5824E053144A9...
By: _____
Mayor

Date: 7/1/2022

DocuSigned by:

1F3729F7C9824AA...

Clerk

Resolution No. R-2022-060

APPROVED AS TO FORM AND LEGAL EFFECT:

DocuSigned by:

8CACE76DAD12485...
By: _____
City Attorney

Date: 7/5/2022

WHEREAS, all Authorized Districts are encouraged to execute the Second Amended and Restated JPA prior to October 15, 2022, or otherwise pursue means by which to achieve their waste diversion goals and to comply with the Integrated Waste Management Act, Assembly Bill 341, Assembly Bill 1826, Senate Bill 1383, and all current and future state-mandated laws, rules and regulations; and

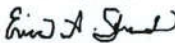
WHEREAS, the City Council of the City of San Luis Obispo desires to acknowledge, accept, and agree to be bound by the terms and conditions of the Second Amended and Restated JPA.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of San Luis Obispo that the City of San Luis Obispo acknowledges, accepts, and agrees to be bound by the terms and conditions as set forth in Exhibit A.

Upon motion of Vice Mayor Christianson, seconded by Council Member Shoresman, and on the following roll call vote:


- AYES: Council Member Marx, Pease, Shoresman, Vice Mayor Christianson, and Mayor Stewart
- NOES: None
- ABSENT: None

The foregoing resolution was adopted this 21st day of June 2022.

DocuSigned by:

 A5990BABC9CA464...


 Mayor Erica A. Stewart

ATTEST:

DocuSigned by:

 B98BADBF9C78436...

 Teresa Purrington, City Clerk

APPROVED AS TO FORM:

DocuSigned by:

 784AE5BC6BC44F...

 J. Christine Dietrick, City Attorney

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Luis Obispo, California, on 6/27/2022 | 7:47 AM PDT.

DocuSigned by:

 B98BADBF9C78436...

 Teresa Purrington, City Clerk

R 11337

SAN MIGUEL COMMUNITY SERVICES DISTRICT

On the motion of Director Palafox, seconded by Director Gregory and on the following roll call vote, to wit:

AYES: Kalvans, Roney, Palafox, Gregory
NOES: 0
ABSENT: Lara
ABSTAINING: 0

the foregoing Resolution is hereby passed and adopted this 23rd day of June 2022.


Raynette Gregory, President
Board of Directors

ATTEST:

APPROVED AS TO FORM:


Rob Roberson, Interim General Manager


Douglas White
Douglas White (Jun 29, 2022 22:11 GMT+3)
Doug White, District General Counsel


Tamara Parent, Board Clerk

SAN SIMEON COMMUNITY SERVICES DISTRICT


By: 
Chairperson

Date: 11-22-22

 11/22/22
Clerk

Resolution No. 22-454

APPROVED AS TO FORM AND LEGAL EFFECT:


By: 
Attorney

Date: 11/14/2022

TEMPLETON COMMUNITY SERVICES DISTRICT

By: 
Chairperson

Date: 7/21/2022


Clerk

Resolution No. 18-2022

APPROVED AS TO FORM AND LEGAL EFFECT:

By: 
Attorney

Date: 7/21/2022

remaining parts, terms, sentences, and provisions shall not be affected and the Participating Agencies represent that they would have adopted this Agreement even without the ineffectual or non-valid provision(s).

SECTION 21. Section Headings.

All section headings contained in this Agreement are for convenience and reference. They are not intended to define or limit the scope of any provision of this Agreement.

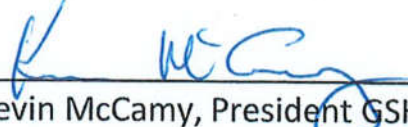
SECTION 22. Effective Date.

This Agreement shall take effect upon its execution by all Members, pursuant to resolutions of such governing bodies authorizing such execution and shall remain in full force and effect until dissolved pursuant to the provisions herein. This Agreement may be executed in counterparts which together shall constitute a single agreement.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.



Peter Cron, Executive Director IWMA



Kevin McCamy, President GSHCSD



Attest: Secretary to the IWMA Board



Attest: GSHCSD Board Secretary

CAYUCOS SANITARY DISTRICT

By: Robert B. Enns
Chairperson

Date: 25 May 22

Rick Koon
Clerk

Resolution No. 2022-13

APPROVED AS TO FORM AND LEGAL EFFECT:

By: Jin C.
Attorney

Date: 5/23/2022

NIPOMO COMMUNITY SERVICES DISTRICT

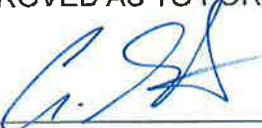
By: 
Chairperson

Date: 7-19-22


Clerk

Resolution No. 2021-1610

APPROVED AS TO FORM AND LEGAL EFFECT:

By: 
Attorney

Date: 7/19/2022

**OCEANO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2023 - _____**

A RESOLUTION OF THE BOARD OF DIRECTOR OF THE OCEANO COMMUNITY SERVICES DISTRICT ADOPTING 2023 COUNTY JOINDER AMENDMENT TO THE SECOND AMENDED AND RESTATED JOINT POWERS AGREEMENT OF THE INTEGRATED WASTE MANAGEMENT AUTHORITY

WHEREAS, on May 10, 1994, an agreement was executed by and between the incorporated cities of San Luis Obispo County (“Cities”) and the County of San Luis Obispo, forming a joint powers authority pursuant to the provisions of the Joint Exercise of Powers Act (Government Code sections 6500 et seq.), for the purpose of facilitating the development of waste diversion programs and projects that provide economies of scale without interfering with individual agencies’ exercise of power within their own jurisdiction (hereinafter referred to as the “JPA Agreement”); and

WHEREAS, pursuant to the JPA Agreement, the power to perform the responsibilities of the joint powers authority was vested in the San Luis Obispo County Integrated Waste Management Authority Board of Directors (“IWMA Board”); and

WHEREAS, in or around 2001, a Memorandum of Agreement (“MOA”) was executed by and between the Cities, the County of San Luis Obispo, and certain special districts within San Luis Obispo County that possessed solid waste authority (“Authorized Districts”), amending the JPA Agreement to include the Authorized Districts for representation on the IWMA Board, which MOA was replaced on execution of the Second Amended and Restated JPA Agreement; and

WHEREAS, the Board of Directors of the IWMA directed IWMA staff that on the County of San Luis Obispo’s approval to rejoin the IWMA, to circulate the 2023 County Joinder Amendment to the Second Amended and Restated JPA (“Joinder Amendment”) to the Participating Agencies for approval (a true and correct copy of the 2023 County Joinder Amendment to JPA is attached hereto as Exhibit A), including among the Authorized Districts with representation on the Board through their designated representative; and

WHEREAS, the JPA Agreement, as last amended, authorized amendments to the JPA Agreement on vote of a majority of the Members, and this resolution is intended to express the approval of Members and acknowledged agreement of all other Participating Agencies.

WHEREAS, the County wishes to join the Cities and the Authorized Districts (together “Participating Agencies”) in confirming and conferring upon the IWMA as separate legal entity the powers necessary to enable them to achieve their waste diversion goals and to comply with the Integrated Waste Management Act, Assembly Bill 341, Assembly Bill 1826, Senate Bill 1383, and all current and future state-mandated laws, rules and regulations to the extent allowed by law and as provided in the JPA Agreement.

WHEREAS, Board of Directors of the Oceano Community Services District desires to acknowledge, accept, and agree to be bound by the terms and conditions of the Joinder Amendment to the Second Amended and Restated JPA.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Directors of the Oceano Community Services District, that the Oceano Community Services District acknowledges, accepts, and agrees to be bound by the terms and conditions of the Joinder Amendment to the Second Amended and Restated JPA.

ADOPTED by the Board of Directors of the Oceano Community Services District on January 10, 2024, by the following roll call votes:

AYES:

NOES:

ABSENT:

ABSTAINED:

President, Board of Directors
of the Oceano Community Services District

ATTEST:

Board Secretary
of the Oceano Community Services District

APPROVED AS TO FORM:

Robert Schultz, District Counsel

EXHIBIT "A"

**2023 COUNTY JOINDER AMENDMENT TO THE SECOND AMENDED AND
RESTATED JOINT POWERS AGREEMENT OF THE INTEGRATED WASTE
MANAGEMENT AUTHORITY**

**2023 COUNTY JOINDER AMENDMENT
TO SECOND AMENDED AND RESTATED JOINT POWERS AGREEMENT
OF THE INTEGRATED WASTE MANAGEMENT AUTHORITY**

This County Joinder Amendment (“County Joinder”), dated _____, 2023, to the SECOND AMENDED AND RESTATED JOINT POWERS AGREEMENT (“2022 JPA Agreement”) is by and between the incorporated cities of Arroyo Grande, Atascadero, El Paso de Robles, Grover Beach, Morro Bay, Pismo Beach, and San Luis Obispo, all being municipal corporations of the State of California and located within the boundaries of the County of San Luis Obispo, California (collectively, the “Cities”), and the County of San Luis Obispo, by its joinder herein.

A. On or about May 10, 1994, an agreement was executed by and between the Cities and the County of San Luis Obispo forming a joint powers authority pursuant to the provisions of the Joint Exercise of Powers Act (the “Original JPA Agreement”), through which such member agencies created and established a public entity identified as the San Luis Obispo County Integrated Waste Management Authority (“IWMA”).

B. On or around 2001, the Cities, County, and certain special districts within the County (“Authorized Districts”) executed a Memorandum of Agreement (“MOA”) amending the Original JPA Agreement to include the Authorized Districts for representation on the IWMA Board.

C. On or about November 15, 2021, the County withdrew from the IWMA, after which the remaining Cities and Authorized Districts elected to reestablish and continue the IWMA, on the terms set forth in the Second Amended and Restated Joint Powers Agreement of the Integrated Waste Management Authority, which was adopted by the participating agencies in 2022 (“2022 JPA Agreement”).

D. On or about October 31, 2023, the County officially elected to rejoin the IWMA, including on the terms set forth the 2022 JPA Agreement, as amended hereby.

Based on the foregoing, the Cities, Authorized Districts, including the County through its joinder, hereby agree to the following amendments to the 2022 JPA Agreement reflecting the County’s joinder.

1. Title Amendment and List of Participating Agencies Attachment. The Title of the 2022 JPA shall be amended to read “Second Amended and Restated Joint Powers Agreement to Establish an Integrated Waste Management Authority.” The List of Participating Agencies attached to the 2022 JPA Agreement is replaced with the list attached to this Joinder Amendment.

2. Definitions. Section 1, entitled, “Definitions” shall be amended to include the following new definitions or amended definitions.

A. County shall be added as a definition. “County” means any unincorporated areas of the County of San Luis Obispo.

B. The following referenced definitions replace those of the same number in the 2022 JPA Agreement in their entirety.

“1.17 “Members” means the Cities and the County who are members of this regional agency, formed pursuant to Public Resources Code section 40970 et seq, and the one (1) Authorized District

Representative pursuant to Public Resources Code section 40977.”

“1.18 “Participating Agency” or “Participating Agencies” means and shall include the Cities, the County and the Authorized Districts who are signatories to this Agreement, including by way of joinder, delegating powers to the Authority pursuant to this Agreement, and participating in the governance of the IWMA.”

C. Notwithstanding the foregoing, the definition of “MRF”, was inadvertently included within the definition of “Members”, in the 2022 JPA Agreement, and such definition shall remain the definition of “MRF” and is not deleted.

3. Section 8, entitled “Boundaries” is amended and restated in its entirety to read:

“Section 8. Boundaries. The boundaries of the Authority shall be the boundaries of the collective Participating Agencies. If a Participating Agency withdraws from the Authority, the boundaries shall be modified to exclude the area of the withdrawing agency. If a qualified agency joins the Authority, the boundaries shall be modified to include the area of the joining Participating Agency. Section 8 shall not prevent the Authority’s use and/or operation of facilities outside of its boundaries within the County of San Luis Obispo.”

4. Section 9, entitled “Organization” shall be amended as follows:

A. A new paragraph (g) is added to Section 9.2 Participating Agencies to read:

“(g) County. The County shall be entitled to appoint one representative to the Authority which representative shall consist of one (1) member from the Board of Supervisors. The County may elect to have an alternate member from the Board of Supervisors in addition to any official member but said appointed alternate shall be able to vote only in the absence of the official representative.”

B. Section 9.4(b) entitled “Officers” is replaced with the following:

“(b) Both the President and Vice President of the Board shall be elected each year at a meeting set for such purpose.”

5. County Joinder. The County hereby joins the IWMA pursuant to the terms and conditions in the 2022 JPA Agreement as amended hereby, and the undersigned hereby consent.

6. Omnibus Change. Wherever references to “Cities” is used or “Cities and Authorized Districts”, are used in the 2022 JPA Agreement, including in its recitals, such references shall expressly be read to include the County unless context expressly dictates otherwise.

7. Ratification. The 2022 JPA Agreement is hereby ratified and confirmed and shall continue in full force and effect in accordance with its terms and provisions, as amended hereby.

8. Effective Date. This Joinder Amendment shall take effect when adopted by each of the Cities, the County, with the Authorized Districts consenting to the joinder of the County, as evidenced by their execution pursuant to resolutions of such governing bodies authorizing such execution and shall remain in full force and effect until dissolved pursuant to the provisions herein. This Joinder Amendment may be executed in counterparts which together shall constitute a single agreement. Electronically executed signatures may be accepted in lieu of originals if a Member agency has authorized electronic signatures through policy or otherwise.

LIST OF PARTICIPATING AGENCIES

<p>CITIES Arroyo Grande Atascadero El Paso de Robles Grover Beach Morro Bay Pismo Beach San Luis Obispo</p> <p>COUNTY The County of San Luis Obispo</p>	<p>AUTHORIZED DISTRICTS Avila Beach CSD California Valley CSD Cambria CSD Cayucos Sanitary District Ground Squirrel Hollow CSD Heritage Ranch CSD Los Osos CSD Nipomo CSD Oceano CSD San Miguel CSD San Simeon CSD Templeton CSD</p>
---	---

President, Board of Directors
of the Oceano Community Services District

ATTEST:

Board Secretary
of the Oceano Community Services District

APPROVED AS TO FORM:

Robert Schultz, District Counsel



Oceano Community Services District

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

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

Date: January 10, 2024

To: Board of Directors

From: Paavo Ogren, Interim General Manager

Subject: **Agenda Item #7(F):** Approval of the Award Letter for the Electronic Vehicle Infrastructure Project ID AB617-2023-02 Installation of Two (2) Dual Port Level 2 Electric Vehicle Chargers at 1935 Wilmar Avenue in Oceano at the Oceano Community Services District's (OCSD) Water Yard awarding \$7,895 and authorize the Board President to execute a grant agreement.

Recommendation

It is recommended that your Board approve and authorize the Interim General Manager to respond to the San Luis Obispo County Air Pollution Control District Award Letter for Electronic Vehicle Infrastructure Project ID AB617-2023-02 Installation of Two (2) Dual Port Level 2 Electric Vehicle Chargers at 1935 Wilmar Avenue in Oceano at the Oceano Community Services District's (OCSD) Water Yard awarding \$7,895.

Discussion

On November 8, 2023, your Board approved the submittal of a rebate application for Electric Vehicle charging stations at the District's water yard at 1935 Wilmar Ave through the Community Air Protection Program by the San Luis Obispo County Air Pollution Control District (APCD). The APCD has issued the District an award letter of \$7,895, which is 60% of the eligible project costs. To accept this funding, the District must respond by January 13th.

Other Agency Involvement

The San Luis Obispo County Air Pollution Control District.

Other Financial Considerations

The APCD's award of \$7,895 is less than the \$10,378 of rebates estimated during the bidding process. No budget adjustment is necessary at this time since the fiscal year 2023-24 budget included revenues and expenses for all three locations (District Office, Water Yard, and Train Depot).

Results

Obtaining grant revenues to help fund OCSD efforts improves the fiscal resources available to the community.

Attachments: APCD Award Letter



Air Pollution Control District
San Luis Obispo County

VIA EMAIL ONLY

January 3, 2024

Paavo Ogren
Oceano Community Services District
1655 Front Street
Oceano, CA 93475
paavo@oceanocsd.org

SUBJECT: Award Letter for Electric Vehicle Infrastructure Project ID AB617-2023-02
Installation of Two (2) Dual Port Level 2 Electric Vehicle Chargers at 1935
Wilmar Avenue in Oceano at the Oceano Community Service District's (CSD)
Water Yard.

Dear Paavo Ogren:

Application Status

Thank you for your application for the above referenced project, received under the Community Air Protection Program by the San Luis Obispo County Air Pollution Control District (APCD) on November 17, 2023. The APCD deemed your application complete on January 2, 2024.

Funding

The current program guidelines stipulate that an infrastructure project that is private and located in the AB-617 low-income communities may qualify for up to 60% of eligible costs. The APCD evaluated this project using the application information and quotations for the purchase and installation of (2) dual port FLO Core+ Level 2 electric vehicle charger which shows a total price of \$16,895. The APCD's evaluation determined that the **award amount would be \$7,895**. This amount is 60% of the eligible project costs.

You have 10 days after receiving this letter to inform the APCD, if you wish to accept this grant offer. You may contact us by telephone, fax, mail, or email.

Grant Agreement

If you accept this award offer, the APCD will send you a Grant Agreement (contract) upon Board approval for you to review, sign, and return for final authorization by the APCD.

Note: No work can begin (no order or deposit can be placed) on this project until the contract is signed by all parties and is effective. The APCD will notify you when the Grant Agreement is effective.

Additional Application Requirements (if you accept the award offer):

1. **UCC-1 Financing Statement:** To protect its financial interest, the APCD will perfect its lien against the funded equipment through a UCC-1 financing statement filed with the Secretary of State of California for the duration of the term of the grant agreement.
2. **Building Permits:** Before work commences on the project, the applicant must obtain all required land use permits from agencies needed to install and operate the installation. The installation must comply with all applicable rules and regulations, including the Americans with Disabilities Act (e.g. EV Charging Station ADA parking requirements). A copy of the finalized building permit must be provided to the APCD before the grant project is paid.
3. **Availability of Utilities:** If requested by the APCD and required for the operation of the equipment, the applicant must be able to provide documentation that power or fuel is being provided to the site (e.g. application, payment to the local utility company for power installation, or contract). Applicants are encouraged to contact the utility company as early as possible in the planning process.
4. **Electric Vehicle Infrastructure Training Program (EVITP):** Pursuant to Public Utilities Code Section 740.20, all electric vehicle charging infrastructure and equipment located on the customer side of the electrical meter funded through this APCD grant must be installed by a contractor with the appropriate license classification, as determined by the Contractors' State License Board, and at least one electrician on each crew, at any given time, who holds an EVITP certification. Projects that include installation of a charging port supplying 25 kilowatts or more to a vehicle must have at least 25 percent of the total electricians working on the crew for the project, at any given time, who hold EVITP certification. The applicant must provide all applicable EVITP certification numbers to the APCD prior to authorizing work on the project.

Installation of Equipment & Post-Inspection (after the Grant Agreement is signed)

After the Grant Agreement is effective, you will order or place a deposit on the installation of the equipment and make arrangements for payment or financing. Project financing, if any, must be completed through a conventional loan. You may not rent or lease the equipment from a finance company or other third party. When the new equipment is installed, the APCD will meet with you at a predetermined time and location to do the following:

- Verify and document that the project is operational by connecting a vehicle or equipment to the charging or fueling station; and
- Take photos of the equipment, which includes equipment model and serial numbers, to keep in your project file.

Note: To document any equipment inspections or audits for this project, APCD staff will take photographs/videos of your equipment. APCD staff may request that you be the subject in promotional photos/videos with your new equipment. As the subject of these photos/videos, the project grant agreement will grant the APCD or their designee(s) the right to use and publish photos/videos for editorial or advertising purposes without compensation or restrictions. Should you not wish to be the subject of the photos/videos with your new equipment, you will have the ability to "opt-out" at the post-inspection.

Grant Award Payment

Payment of the grant award will be made as a reimbursement to you after the equipment is purchased and installed, passes APCD post-inspection, and the APCD receives all the required documentation. In order to process your grant award payment, before or after you take delivery of your equipment, please provide the following documentation:

- A copy of the sales invoice from the contractor/dealer to you for the installation and equipment, identifying the equipment by serial number;
- An invoice from you to the APCD requesting payment in the amount of your grant award; and
- A copy of the finalized building permit; signed by the appropriate building official.

After the above grant award payment documentation is received, the **APCD will issue an award check to you within 30 days.**

Future Requirements

Each year, on the anniversary of the post-inspection and for the duration of the project life, you will be required to send the APCD a brief annual report to include:

1. Qualitative description of private uses.
2. Annual usage per charger (e.g. kilowatt-hour) and the number of plug-in events.
3. Any unscheduled downtime, to include duration and causes.

We appreciate your efforts to voluntarily implement emission reduction strategies that result in cleaner air for all to enjoy. Please call me at 805-781-5983 if you have any questions about your project.

Sincerely,



ASHLEY GOLDLIST
Air Quality Specialist



Oceano Community Services District

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

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

www.oceanocsd.org

Date: January 10, 2024

To: Board of Directors

From: Robert Schlutz, District Legal Counsel

Subject: Agenda Item #7(G): Approval of a contract appointing The JAM Law Group as special District Legal Counsel

Recommendation

It is recommended that your Board approve the contract appointing The JAM Law Group as special District Legal Counsel.

Discussion

At the December 20, 2023 special meeting your Board hired Robert Schlutz as interim District Legal Counsel and gave direction to obtain The JAM Law Group as special counsel regarding water issues.

Other Agency Involvement

N/A

Other Financial Considerations

The attorneys at JAM Law Group are \$215 per hour.

Results

Hiring a District Legal Counsel promotes a prosperous, safe, healthy, and well governed community.

Attachment:

- Contract

AGREEMENT FOR CONSULTANT LEGAL SERVICES

THIS AGREEMENT is entered into on this 10th day of January 2024 by and between the Oceano Community Services District, herein called the "District," and JAM Law Group, engaged in providing legal services, herein called the "Consultant."

RECITALS

- A. The District desires to engage the Consultant to provide legal services as requested relating to advice, review and representation in Groundwater Litigation and Divestment of Fire Services Legal Matters based on the Consultant's experience and qualifications to perform the desired work.
- B. The District understands it is hiring the law firm. However, Jeffrey A. Minnery ("Attorney") will be the only attorney authorized to provide legal services for the District unless authorized by the District.
- C. The Consultant represents and affirms that it is qualified and willing to perform the desired work pursuant to this Agreement.

AGREEMENTS

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

- 1. Scope of Services. The Consultant shall provide the following services: (A) Legal services to the District as requested by the Board of Directors relating to advice, review, and representation in regard to Groundwater Litigation. (B) other related legal issues as requested by the Board of Directors.
- 2. Time of Performance. The services of the Consultant are to commence upon the initial date of this Agreement.
- 3. Compliance with Laws. The Consultant shall comply with all applicable laws, codes, ordinances, and regulations governing federal, state, and local laws. Consultant represents and warrants to District that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for Consultant to practice its profession.
- 4. Information/Report Handling. All documents furnished to the Consultant by the District, and all reports and supportive data prepared by the Consultant under this Agreement are the District's property and shall be delivered to the District upon the completion of the Consultant's services or at the DISTRICT's written request. All reports, information, data, and exhibits prepared or assembled by the Consultant in connection with the performance of its services pursuant to this Agreement are confidential until released by the District to the public, and the Consultant shall not make any of these documents or information available to any individual or organization not employed by the Consultant or the District without the written consent of the District before such release.

5. Compensation. Compensation for the Consultant's professional services shall be at an hourly rate of \$215.00 per hour. Other than hourly charges for attorney services, any expense over \$250.00 shall require pre-approval by the District.
6. Billing. Billing shall be provided showing the total amount due and accompanied by a detailed explanation of the work performed, by whom, and on what date. Payment shall be net thirty (30) days. All invoices and statements to the DISTRICT shall be addressed as follows:

Invoices:

Oceano Community Services District
PO Box 599, Oceano, CA 93475-0599

7. Availability of Records. Consultant shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Consultant shall make these records available to authorized personnel of the District at the Consultant's offices during business hours upon written request of the District.
8. Independent Contractor. In the performance of the work and services agreed to be performed, it is understood that the Consultant shall act as and be an independent contractor and not an agent or employee of the District. As an independent contractor, he/she shall not obtain any rights to retirement benefits or other benefits that accrue to District employee(s). With prior written consent, the Consultant may perform some obligations under this Agreement by subcontracting but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement.
9. Conflict of Interest. Consultant understands that its professional responsibilities are solely to the District. The Consultant has and shall not obtain any holding or interest within the District boundaries. Consultant has no business holdings or agreements with any individual member of the Staff or management of the District or its representatives nor shall it enter into any such holdings or agreements. Consultant warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the District in the subject of this Agreement, and it shall immediately disassociate itself from such an interest should it discover it has done so and shall, at the District's sole discretion, divest itself of such interest. Consultant shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in the performance of this Agreement. If after employment of a person, Consultant discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant shall promptly notify District of this employment relationship, and shall, at the District's sole discretion, sever any such employment relationship.
10. Insurance. The Consultant will maintain errors and omissions insurance in compliance with the District's requirements and as applicable to the legal services provided.
11. Indemnification. The Consultant shall save, keep and hold harmless indemnify and defend the District its officers, agent, employees, and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which may be

occasioned by a willful or negligent act or omissions of the Consultant, or any of the Consultant's officers, employees, or agents or any subconsultant.

12. Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.
13. Governing Law. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. The venue for any action regarding this Agreement shall be the Superior Court of the County of San Luis Obispo.
14. Termination of Agreement. The District and the Consultant shall have the right to terminate this agreement with or without cause by giving not less than fifteen (15) days' written notice of termination. In the event of termination, the Consultant shall deliver to the District all plans, files, documents, and reports performed to date by the Consultant. In the event of such termination, the Consultant shall be paid for all costs advanced and any outstanding balance of attorneys' fees. The District will remain responsible for any costs incurred on the District's behalf and remaining unpaid attorney's fees at the time of termination.
15. Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the District and the Consultant.
16. Entire Agreement. This Agreement constitutes the complete and exclusive statement of the Agreement between the District and Consultant. No terms, conditions, understandings, or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

IN WITNESS WHEREOF, the District and Consultant have executed this Agreement as of the date indicated on page one.

THE JAM LAW GROUP ("Consultant")

By: Jeffery A. Minery, Attorney

Oceano Community Services District ("District")

By: Charles Varni, Board President

Approved as to form:

Robert Schultz, Interim District Legal Counsel



Oceano Community Services District

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

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

Date: January 10, 2024

To: Board of Directors

From: Carey Casciola, Business and Accounting Manager

Subject: **Agenda Item #8(A):** Discussion and approval of the District Expenditure Control Guidelines

Recommendations

It is recommended that your Board discuss and approve any necessary revisions to the District Expenditure Control Guidelines.

Discussion

The attached Expenditure Control Guidelines authorizes the General Manager to approve the Board of Directors' compensation. The section regarding Director's compensation has been redlined to amend the process based on Board direction. A proposed form and neighboring agencies' stipend request forms have been attached.

Other Agency Involvement

N/A

Other Financial Considerations

The Expenditure forms allow for controls to be clearly documented and are a cost-effective use of District resources.

Results

Consideration of the Expenditure Control Guidelines will promote administrative efficiencies, health and safety, and a well-governed community.

Attachments:

- Expenditure Control Guidelines redlined
- Proposed Stipend Form
- Other Examples

**OCEANO COMMUNITY SERVICES DISTRICT
EXPENDITURE CONTROL GUIDELINES**



TABLE OF CONTENTS

TABLE OF CONTENTS..... 2
I. Introduction 3
II. Expenditure Classifications 3
III. Control System..... 4
IV. Purchase Order System Documentation and Implementation 6
V. Approval System6
VI. Disbursements..... 7
VII. Summary 8
Attachment 1 9
Attachment 2 10
Attachment 3 11
Attachment 4..... 12
Attachment 5 17
Attachment 6..... 18

I. Introduction

This expenditure control system is an integral part of the internal control structure of Oceano Community Services District (OCSD). As such, it is intended to provide reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition and those transactions are executed in accordance with management's authorization and recorded properly in the general ledger.

It is the intent of the District to control expenditures before it is obligated to pay for goods or services. This system is designed to accomplish this goal while providing a clearly documented record of the entire process.

The system is intended to be used in conjunction with the existing internal control structure. Any significant change in other aspects of the control environment will require a review of the effectiveness of this system.

In the event of an emergency, where time is limited, the General Manager or their authorized representative may assume the responsibility for any deviations from this policy.

II. Expenditure Classifications

The control mechanism and method of documentation is determined by the type of expenditure. OCSD recognizes the following types of expenditures:

1. **Recurring:** Included are utilities, debt service payments, payroll, payroll taxes and benefits, insurance, postage, office supplies, and various normal items (i.e. water supply) provided by the County of San Luis Obispo, etc.
2. **Contract:** Included are formal contracts for goods and services and construction contracts.
3. **Travel:** Included are advances and reimbursements for travel, mileage reimbursements for use of personal automobiles and meal expenses.
4. **Petty Cash:** Included are reimbursements of expenditures from the petty cash fund and increases in petty cash or change funds.
5. **Customer Refunds:** Included are refunds of deposits and overpayments to our customers.
6. **Purchase Order:** Included are all purchases of goods and services which require a purchase order.
7. **Emergency Procurement:** Included are purchases or expenditures necessary to permit the continued conduct of District operations, services, or construction work, or to avoid danger to life, health or property in cases of emergency.
8. **Other:** Included are all expenditures which cannot be classified in one of the above categories.

III. Control System

Expenditures will be controlled in the classifications indicated in section II by the following procedures:

1. **Recurring:** These expenditures will be controlled by the budget. The Board will adopt a budget that includes line items such as electricity, natural gas, telephone, telemetry, payroll, payroll taxes and employee benefits, debt payments, insurances, water supply provided by the County of San Luis Obispo, and other budgeted line items. Such expenditures will not normally require a purchase order.

Management will monitor the relationship of year-to-date expenditures in these line items with the adopted budget. If it becomes apparent that there is insufficient budget to cover an expenditure, a budget adjustment will be prepared for the Board's review and consideration for approval.

2. **Contract:** Contracts fall into three categories.
 - a. Construction work follows the requirements of the California Uniform Public Construction Cost Accounting Act (CUPCCAA) (OCSD Code 3.10). Budgeted public projects costing up to \$60,000 will be classified as Purchase Order expenditures and approved by the General Manager. Public projects costing \$60,000 to \$200,000 will require informal bidding procedures as defined in the CUPCCAA. Public projects costing \$200,000 or more will require formal bidding procedures as defined in the CUPCCAA. The dollar limits will automatically update with any changes in the dollar limits found in the CUPCCAA.
 - b. Professional Services (architectural, engineering, legal, environmental, land surveying, professional consultation, and construction project management) costing up to \$7,500 and identified in the annual budget will be approved by the General Manager. Formal contracts for individual projects costing over \$7,500 and not reflected in the budget will be brought to the Board for review and consideration for approval, where no emergency condition exists.
 - c. Other Goods and Services costing up to \$7,500 will be classified as Purchase Order expenditures. A purchase order approved by the General Manger will be required for budgeted projects costing up to \$7,500. The Board will approve the formal contracts for Other Goods and Services costing over \$7,500.
3. **Travel:** All employees will have a Training and Travel Authorization Request form (Attachment 1) approved by their supervisor and General Manager before travel.

Use of private vehicles by staff for travel (i.e. outside San Luis Obispo County) will be approved by the Business and Accounting Manager and reviewed by the General Manager. Such use by a Manager will be approved in advance by the General Manager. All reimbursement for personal automobile use will be made at the currently applicable Federal business mileage rate approved by the Internal Revenue Service.

Travel and meal advances may be made before the intended travel. Reimbursement for all meals and lodging will be done at the Federal per diem rate approved by the

Internal Revenue Service: (<http://www.gsa.gov/portal/category/100120>).

All receipts for travel expenses (airfare or similar) and lodging must be turned in after the travel or event. An accounting must be made for these expenditures and any excess advance returned at the completion of event or activity.

All expenditures described in this section will require the completion of an OCSD Travel Expense Report (Attachment 2). These expenditures will be limited by the budget as described for Recurring expenditures (section III-1). Travel expenditures do not normally require a purchase order.

4. **Petty Cash:** Reimbursement of expenditures requires an accounting of petty cash expenditures. Such reimbursements will be approved by the Business and Accounting Manager or General Manger. Petty cash will be kept at a balance of \$300; increases in the amount of petty cash or change fund will require Board approval. Petty cash will be reconciled and replenished as needed. Individual reimbursement requests are to not exceed a total of \$75; amounts in excess of \$75 should be processed through accounts payable.
5. **Customer Refunds:** These expenditures are processed as part of the utility billing system. Normally, a closing bill will be printed which shows a balance due to the customer. Such refunds will be approved by the Business and Accounting Manager during the regular accounts payable process. Customer refunds do not normally require a purchase order.
6. **Purchase Order:** The purchase of all non-recurring supplies, materials and capital assets will require a purchase order (Attachment 3).

Budgeted purchases costing up to \$7,500 will be approved by the General Manager. Budgeted purchases costing over \$7,500 will be approved by the Board.

All purchase orders will be pre-numbered. See section IV for additional information regarding purchase orders.

7. **Emergency Procurement:** California Public Contract Code Section 22050 governs procurement procedures when emergencies exist. When the Board of Directors declares an emergency by a four-fifths vote and repair or replacements, services and/or materials are necessary to permit the continued conduct of District operations or services, or to avoid danger to life, health or property, the General Manager may proceed, at once, to replace or repair District facility(s) or infrastructure and/or procure the necessary goods and/or services without the benefit of competitive purchasing, either formal or informal. The General Manager shall report to the Board at successive regular meetings stating the justification for continuing with the emergency work.
8. **Other:** All other expenditures will be approved in advance when possible and upon receipt of goods or services otherwise. The Board or General Manager will approve the purchase in accordance with the limits on approval of Purchase Orders. Expenditures of \$500 or less will require a purchase claim number only.

IV. Purchase Order System Documentation and Implementation

1. **Regular Purchase Orders:**

Purchase orders will be prepared by staff and signed by the General Manager and a copy will be provided to Accounts Payable. Upon receipt of an invoice, staff will verify the invoice against the approved purchase order.

The Business and Accounting Manager is responsible for the purchase order issued and for ensuring that total departmental purchase order expenditures do not exceed the Board-approved budget line item. The Business and Accounting Manager will provide a quarterly budget report to the Board of Directors and the General Manager.

2. **Charge Accounts:** For vendors from whom numerous regular purchases are made, the District will employ annual open charge accounts. A list of active charge accounts will be maintained by Accounts Payable and reviewed by the Business and Accounting Manager on an annual basis for best pricing and any needed changes in vendors.

Each charge account authorization will indicate an annual expiration date, a total monthly dollar limit allowed on that charge account, a list of employees authorized to make purchases, and the maximum dollar amount for any one purchase. No more than one charge account may be active at any time for a vendor. Department Managers will have copies of active charge account authorizations for their departments. All orders or invoices received against a charge account will be checked and signed by the Department Manager before being processed by Accounts Payable.

OCS D Credit Cards: For purchases too small to warrant regular or charge accounts, but too large for petty cash. Receipts from credit card purchases must be retained, signed or initialed by the Department Manager, and matched to the statement at the end of the month before the statement is paid by Accounts Payable. Statements will be reviewed monthly by the Business and Accounting Manager and General Manager as part of the payment process (see Section VI – Disbursements).

V. Approval System

A Disbursement approval form will be completed by Accounts Payable for each invoice or statement to be paid (Attachment 4). The classification of expenditure will be clearly indicated on the disbursement approval form. The disbursement approval form will indicate all invoices or statements to be paid with one check.

All supporting documents including invoices, purchase order, proof of receipt, packing slip, etc. will be attached to the disbursement approval form. The form will be approved in accordance with the chart in the disbursement section and the signers will verify that the documents are internally consistent, that invoices being paid are original, that receipt of goods or services has been acknowledged by the appropriate OCS D employee and that

6

amounts agree between documents.

The check stub will be attached to the form when the check is sent to the vendor. All paid disbursement approval forms are filed by vendor, separated by the fiscal year in which the payment was made, and retained for 7 years after the completion of the audit, per District Document Retention Policy.

VI. Disbursements

The OCSD checking accounts will require signatures by any of the following officials:

- General Manager
- Business and Accounting Manager
- Any member of the Board of Directors

The signing official of the check is to examine the full invoice/receipt and disbursement approval form before signing any check.

Board of Director's checks for compensation will be issued only after the [Regular & Special Meeting Compensation Form \(Attachment 5\)](#) and the [Committee Notes Form \(Attachment 1\)](#) has been signed indicating approval by the General Manger. Any disbursement approval form approved by one of the above signing officials will be signed by a different official, not the official that approved the disbursement for payment.

Deleted: Director's Monthly Request For Compensation

The General Manager is authorized to update the "Authorized Signatures" form provided by the County of San Luis Obispo for the payment of water supply to the County.

Lost checks will be re-issued less the amount of the bank's Stop Payment fee, to cover the cost of the stop payment order for the lost check.

Checks will be issued as needed to meet deadlines and take advantage of discounts. Check writing will routinely be batched and done on every 1st and 3rd Thursday of the month. Invoices need to be received by Accounts Payable no later than 12:00 pm on every 1st and 3rd Thursday to be included in the batcha batch must be received by Accounts Payable no later than 12:00 pm. Checks issued outside of a regular batch may only be authorized by the General Manager to meet deadlines and are within budget. Payroll will be issued bi-weekly on alternate Fridays.

The Business and Accounting Manger will reconcile the checking account within five (5) working days of receipt of monthly bank statements and verify that all checks were written in accordance with these guidelines.

VII. Summary

Good control over expenditures depends upon advance authorization and adequate documentation. The use of purchase orders and disbursement approval forms provides a basis for such control and documentation.

The success of this system depends upon the understanding and cooperation of all staff. Questions are welcomed and will be promptly answered by the General Manager or Business and Accounting Manager. Unusual situations should be documented by memorandum or letter. Suggestions for improvement are welcome and will be carefully considered by management.

Oceano Community Services District



Training & Travel Authorization Request

Director/Employee	Position	Training	Travel	Total

Destination	No. of Days	Account No.	Amount

PURPOSE

COST SUMMARY

Description	Vendor	Payment Method	Amount
TOTAL			\$ -

ITINERARY

Departure	Return	Approved Reg Hours	Approved OT Hours

APPROVALS

Employee	Date
Supervisor	Date
General Manager	Date

Oceano Community Services District Travel Expense Report



TRAVEL EXPENSE DETAIL

DESCRIPTION	Date						TOTAL

RECEIPTS MUST BE ATTACHED FOR ALL EXPENSES

TOTAL

MILEAGE DETAIL- PERSONAL VEHICLE

DEPARTURE/DESTINATION	Odometer Readings		
	Starting Mileage	Ending Mileage	Trip Mileage
Total Miles- Personal Vehicle Reimbursement @			0
(IRS Rate) \$ XXXX per mile			\$ -

By signing this expense report, the employee certifies that the amounts listed were incurred in conformance with the District's travel guidelines and that no part is claimed for reimbursement of a personal nature.

TRAVEL EXPENSE SUMMARY

Amount Due Employee (District)	Total Travel Expenses	
	Accounts Payable/Credit Card	
	Cash Expenses Paid by Employee	
	Cash Advance to Employee	

Employee	Date	Supervisor	Date
----------	------	------------	------

PURCHASE ORDER

VENDOR: Coastline Equipment Name: Address: City: PH: Fax: Email:	PURCHASE ORDER: Code To:
---	--

SHIPPING ADDRESS: OCEANO COMMUNITY SERVICES DISTRICT 1655 FRONT STREET OCEANO, CA 93445	BILLING ADDRESS: OCEANO COMMUNITY SERVICES DISTRICT P O BOX 599 OCEANO, CA 93475-0599 (805) 481-6730
--	--

DATE OF ISSUANCE:

SCOPE OF WORK:

COMPLETION REQUIREMENTS: N/A

AMOUNT:

This purchase order is subject to Terms and Conditions incorporated herein by reference on the attached documents.

Signature

Date

Conditions of Purchase

1. The only terms that will be honored are those issued by the Oceano Community Services District (District).
2. No acknowledgment of this order is required. If this purchase order is the result of a written bid or quotation, the purchase order shall serve as acceptance thereof. If this purchase order is the result of an informal oral or written quote, acceptance will be assumed unless otherwise advised within (10) days of the date of the order. Unless otherwise specified, the U.S. Mail shall be the accepted means of communication.
3. Purchase order numbers shall appear on all invoices, packages, crates, boxes, etc.
4. Invoices must include only items shown on this order. In the event any item included on this order is not delivered, please notify the District at once as to the reason for the delay and the date we can expect delivery. Do not include any item which is back ordered on your invoice. Any invoice or claim on this contract must be presented within 1 year from delivery of goods or services.
5. Changes of any kind are not authorized without permission from the District.
6. The District reserves the right to cancel any or all items not shipped within the time specified on the order.
7. No charges for transportation, containers, packing, etc. will be allowed unless specified on the order.
8. All material furnished must be as specified and will be subject to inspection and approval of the District after delivery. The right is reserved to reject and return at the risk and expense of the supplier such portion of any shipment which may be defective or fail to comply with specifications without invalidating the remainder of the order. Rejected material will be held for disposition at the expense and risk of the seller.
9. This order is subject to sales tax, exempt from federal tax. Certificate of exemption will be provided upon request.
10. All goods and/or services shall be in compliance with all federal, state and local law including but not limited to OSHA and CAL OSHA.
11. The seller shall provide the District with a Material Safety Data Sheet for each product containing substances on the List of Hazardous Substances published by the California Administrative Code, Title S, Section 5194. These sheets must be sent to Oceano Community Services District at P O Box 599, Oceano, CA 93475-0599. Please reference the above purchase order number.

INSURANCE REQUIREMENTS

INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend and hold harmless the District and its officers, agents, employees, and volunteers from and against all claims, demands, damages, liabilities, loss, costs, and expense (including attorney's fees and costs of litigation) of every nature arising out of or in connection with Contractor's performance or attempted performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by sole negligence or willful misconduct of the District.

INSURANCE COVERAGE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL); Insurance Services Office (ISO) Form CG 0001 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed, operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: ISO Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damages.
3. Worker Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. If Contractor will provide leased employees, or is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage shall also include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 O1 A) naming the District as the Alternate Employer, and the endorsement form shall be modified to provide that District will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.
(Not required if Contractor provides written verification it has no employees)

13

If the contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the contractor.

OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status:

The District, its officers, officials, employees, and volunteers are to be covered as insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by, or on behalf of the Contractor; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance of self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days prior written notice (10 days for non-payment) has been given to the District.

Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the required insurance shall constitute a material breach of the Contract upon which the District immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. The District, at its sole discretion, may obtain damages from Contractor resulting from said breach.

Waiver of Subrogation

Contractor hereby grants to District a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Contractor to provide proof of ability to pay losses and related

investigation, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.A. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work;
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work;
3. If coverage is canceled or non-renewed, and not replaced with another claims- made policy form with a Retroactive date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years.

Separation of Insured's

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separate of insured's provision with no insured versus insured exclusions or limitation.

Verification of Coverage

Contractor shall furnish the District with original certificates and mandatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The District reserves the right to required complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Certificates and copies of any required endorsements shall be sent to:

Oceano Community Services District
P.O. Box 599
Oceano, CA 93475-0599

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Attachment 4

A/P			
Vendor #: _____	Vendor Name: _____		
Invoice #: _____	Amount: \$ _____		
Fund:	Invoice Copied:		
Code to:	<input type="checkbox"/> 01 General	<input type="checkbox"/> Reimbursable	Recommend for Approval: <div style="border: 1px solid black; width: 100px; height: 60px; background-color: #e0e0e0; margin: 5px auto;"></div>
	<input type="checkbox"/> 02 Water	<input type="checkbox"/> Reimbursable	
	<input type="checkbox"/> 03 Sewer	<input type="checkbox"/> Reimbursable	
	<input type="checkbox"/> 06 Garbage	<input type="checkbox"/> Reimbursable	
	<input type="checkbox"/> 10 Facilities	<input type="checkbox"/> Reimbursable	
	<input type="checkbox"/> 12 Equipment	<input type="checkbox"/> Reimbursable	
Line Item:	_____		\$ _____
	_____		\$ _____
	_____		\$ _____
	_____		\$ _____
	Total:		\$ _____
PO/PC or Project # _____	FY: 19/20	<input type="checkbox"/> Copied	
PO/PC Amt: \$ _____			
PO/PC Bal: \$ _____	Posted: _____		

Attachment 5

BOARD OF DIRECTOR'S REGULAR & SPECIAL MEETING COMPENSATION FORM BOARD MEETING: _____, 2024			
DIRECTORS	SIGNATURE	DATE	COMPENSATION
PRESIDENT			\$100.00
VICE PRESIDENT			\$100.00
DIRECTOR			\$100.00
DIRECTOR			\$100.00
DIRECTOR			\$100.00
<u>Oceano Community Services District -</u>			
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.			

Attachment 6

Meeting Date:
Director Name:
Public Meeting / Hearing:

Notes:

Attached Agenda / Other Meeting Documents: Yes No

Signature

Date



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

DIRECTORS	SIGNATURE	DATE	COMPENSATION
PRESIDENT _____			\$100.00
VICE PRESIDENT _____			\$100.00
DIRECTOR _____			\$100.00
DIRECTOR _____			\$100.00
DIRECTOR _____			\$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.



**CAMBRIA COMMUNITY SERVICES DISTRICT
Directors' Payroll Compensation Form**

DIRECTOR NAME: _____

CALENDAR MONTH OF: _____

(Please fill out one form for all meetings attended in one calendar month. Thank You)

DISTRICT BUSINESS MEETING DETAILS

Date	Purpose of Meeting	# Day(s)	\$
TOTAL DAYS AND DOLLARS:			

Board of Directors' Bylaws Revised 01/19/17 Reso 05-2017: Director Compensation not to exceed \$100/day or \$600/month. Include all meetings attended in a calendar month. Write "N/C" for all meetings after the \$600 cap has been reached. Timesheet will be included in the next regularly scheduled biweekly payroll after the end of the month.

Director Signature

General Manager Signature

Date Signed

Date Signed

12/04 – FAC Meeting
12/06 – UAC Meeting
12/07 – BOD Meeting
12/14 – LOCAC (Cesena)

**please include any qualifying Ad Hoc or outside Meetings reported on*

DIRECTOR'S MONTHLY REQUEST FOR COMPENSATION FOR MEETING ATTENDANCE

NAME _____ DATE _____

FOR THE MONTH OF _____

9. DIRECTOR COMPENSATION *(amended and adopted 02/04/2021)*

- 9.1 Each Director is authorized to receive one hundred dollars (\$100.00) as compensation for each regular, adjourned or special meeting of the Board of Directors, each required training session, each Standing Committee meeting of which said Director is either the Chairperson or Vice Chairperson, each ad Hoc Committee meeting, each non-District meeting assigned by the Board President to a Board member at the beginning of each calendar year or other function/meeting attended by him/her as a representative of the District at the direction of the Board of Directors.
- 9.2 Each Director shall submit his/her compensation request no later than ninety (90) days after attendance at each meeting referenced in above section 9.1, however in no case shall a compensation request be submitted later than July 31 for a meeting attended in the previous fiscal year.
- 9.3 Pursuant to the requirements of Government Code §61047, in order to receive compensation for a non-District meeting assigned by the Board President to a Board member at the beginning of each calendar year or other function/meeting attended by him/her as a representative of the District at the direction of the Board of Directors, a Board member must deliver a written report at the next Board of Directors' meeting following the meeting or event unless said non-District meeting occurs after the Agenda for said Board of Director's Meeting has been posted in which case the written report shall be delivered prior to the following Board of Director's meeting.
- 9.4 The Board President or in his/her absence the Vice President is authorized to receive one hundred dollars (\$100.00) as compensation for each County or State agency meeting attended by him/her, when he/she determines that District representation is necessary to protect and/or advance the interest of the District.
- 9.5 In no event shall Director compensation exceed \$100.00 per day.
- 9.6 Pursuant to Sections 61047 *et seq.* of the Government Code, Director compensation shall not exceed \$600.00 in any one calendar month.

MEETING DATE: _____ MEETING: _____

MEETING DATE: _____ MEETING: _____

MEETING DATE: _____ MEETING: _____

MEETING DATE: _____ MEETING: _____

MEETING DATE: _____ MEETING: _____

MEETING DATE: _____ MEETING: _____

TOTAL # OF MEETINGS: _____ TOTAL COMPENSATION: \$ _____

SIGNATURE: _____ DATE: _____

Office Use Only:
Date Received: _____
Reviewed and Validated By: _____

**BOARD OF DIRECTORS
SCHEDULE OF PAYMENT
FOR BOARD MEETINGS/COMMITTEE MEETINGS**

Meeting	Meeting	Meeting	Meeting	Meeting	Meeting	Meeting	Meeting
Date	Date	Date	Date	Date	Date	Date	Date

12/13/2023	11/29/2023
-------------------	-------------------

	Regular and/or Special Board Meeting	Water Committee Meeting	Wastewater Committee Meeting	Energy Committee Meeting	Personnel Committee Meeting	Finance Committee Meeting	Santa Ynez Water Conservation District	Community Engagement	Total Due
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
<u>Subtotal</u>									\$0.00

Approved by: _____

NIPOMO COMMUNITY SERVICES DISTRICT
 BOARD MEMBER COMPENSATION
 PAY PERIOD DECEMBER 4, 2023 TO DECEMBER 17, 2023
 PAY DATE DECEMBER 22, 2023

MEETING	DATE	DIRECTOR	DIRECTOR	DIRECTOR	DIRECTOR
Board Meeting	12/13/23	100.00	100.00	100.00	100.00
TOTAL		100.00	100.00	100.00	100.00

Not to Exceed \$100.00 per day and
 Not to Exceed \$600.00 in a month

Director Compensation Sheet - 2023

	Director	Director	Director	Director	Director
Board of Directors					
Admin/Finance Committee					
Facilities Committee					
Fire & Emergency Management Committee					
Nacimiento Commission					
Parks, Rec & Refuse Committee					
GSA Executive Committee					
Templeton Area Advisory Group					
Templeton REC Foundation					
Water Resources Advisory Committee					
Harassment Prevention Training					
AB 1234 Ethics Training					
Total Per Director:					
MONTH: \$150 per meeting. Effective 07/18/09 - Ord. No. 2009-1.CAP @ \$600 per month \$600 CAP amended as of 02/01/07. (Prior amendment 6/17/2003 at \$400. *Directors only paid for 1 mtg. per day even if multiple mtgs. on the same day			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: January 10, 2024

To: Board of Directors

From: Paavo Ogren, General Manager

Subject: **Agenda Item 8(B) – Discussion and appointment of the 2024 Committee Assignments**

Recommendation

It is recommended that your Board:

1. Discuss and appoint board members to Committee Assignments

Attached is the roster of the current year Committee Assignments.

There are four types of committee assignments:

1. Committee assignments to other agency Boards and Committees
2. OCSD Ad Hoc Committees
3. Liaison assignments with other Boards and Committees
4. OCSD Standing Committees

Committee Assignments to other agency Boards and Committees

These assignments provide appointees with formal authority to act on behalf of the community. The roles are either as a final decision-maker or they represent an advisory role.



Oceano Community Services District

Board of Directors Meeting

Assignment	Final Decision-Making Role	Advisory Role
<i>South San Luis Obispo County Sanitation District Board of Directors</i>	X	
<i>Water Resource Advisory Committee (WRAC)</i> For the San Luis Obispo County Flood Control and Water Conservation District – Countywide Water Resources		X
<i>Regional Water Management Group (RWMG)</i> For the San Luis Obispo County Integrated Regional Water Management Plan (IRWMP)		X
<i>Zone 3 Advisory Committee</i> For the San Luis Obispo County Flood Control and Water Conservation District (Lopez Water Supply Project) *		X
<i>State Water Sub Contractors Advisory Committee</i> For the San Luis Obispo County Flood Control and Water Conservation District		X
<i>Parks and Recreation Committee</i> For the District		X

* Note: The Zone 3 Advisory Committee has formal decision-making role to modify delivery of water under the Low Reservoir Response Plan during drought emergencies.

Other Agency Involvement

n/a

Other Financial Considerations

n/a

Results

The election of the President and Vice President in accordance with the District’s by-laws helps to promote a well-governed community.

Attachments: 2023 Committee Assignments

Director Austin Request

2023 COMMITTEE & SUBJECT MATTER ASSIGNMENTS

COMMITTEE ASSIGNMENTS TO OTHER AGENCY BOARDS AND COMMITTEES				Subject Matter Assignments / Expertise
SSLOCSO	Austin	Villa	1 st Wed / 6:00 PM Mar-Jun / City of Arroyo Grande City Council Chamber 215 E. Branch, Arroyo Grande July-Oct / Oceano CSD Board Room 1655 Front St., Oceano Nov-Feb / City of Grover Beach City Council Chamber 154 S. 8 th Street, Grover Beach	Wastewater
Water Resource Advisory Comm. (WRAC)	Villa	Joyce-Suneson	1 st Wed / 1:30 PM SLO City Council Chamber 990 Palm St. San Luis Obispo, CA 93401	Regional Water Programs
Regional Water Mgt. Group (RWMG – IRWMP)	General Manager	Varni	1 st Wed / 10:00 AM SLO County New Government Center, Room 161/162 1055 Monterey Street, San Luis Obispo, CA 93401	Regional Water Programs
Zone 3 (Lopez Water)	Gibson	Joyce-Suneson	3 rd Thurs Odd/6:30 PM Varies	Water Supply Contracts
State Water Subcontractors	General Manager	Varni	Varies	Water Supply Contracts
Parks & Recreation Advisory Committee	Varni	Joyce-Suneson	Varies	Parks & Recreation
LIAISON AND SUBJECT MATTER ASSIGNMENTS				
Airport Land Use		Varni	3 rd Wed / 1:30PM County Government Center Board of Supervisors Chamber 1055 Monterey St Room D170 San Luis Obispo, CA 93401 (Currently Held Virtually)	
CA Special District's Association (Local)		Joyce-Suneson	Varies (Usually Noon Fri) every other month	
Zone 1/1A		Austin	3 rd Tues Odd / 3:00PM Sheriff South Patrol Station 1681 Front St. (Highway 1) Oceano, CA 93445	
LAFCO		Austin	3 rd Thur / 9:00AM County Government Center Board of Supervisors Chamber 1055 Monterey St San Luis Obispo, CA 93401 (Currently Held Virtually)	
RWQCB		Gibson	Odd Months/Varies	
NCMA		General Manager	Subject Matter Assignment	

COMMITTEE ASSIGNMENTS IN GREEN ARE ELIGIBLE FOR OCSO COMPENSATION PER GOV'T CODE 61047

Carey Casciola

From: Linda Austin [REDACTED]
Sent: Wednesday, January 3, 2024 4:17 PM
To: Carey Casciola
Subject: Wed meeting January 10th

Good afternoon Carey:

I may not be able to attend Wednesday's meeting. I have to be in San Francisco at the UCSF Hospital on Tuesday and coming home Wednesday. I have a contract with UCSF for medical support for a friend and have to attend all procedures in person. We will be coming home Wednesday, the time we leave SF is not known. I will let you know on Wednesday what my time frame looks like.

In the matter of committee assignments I would like to continue with my seat on the South San Luis Obispo County Sanitation District for another year. I have been on the board from the onset of the redundancy project and would like to see it to completion.

Thank you, I will keep you informed as to my schedule for Wednesday.

Sincerely,
Linda Austin

Please add this to
late communication



COUNTY OF SAN LUIS OBISPO
SHERIFF'S OFFICE
Ian Parkinson Sheriff-Coroner

November 30, 2023

P.S. No. 23-036

Ms. Beverly Joyce-Suneson

[REDACTED]
Oceano, CA 93445

Dear Ms. Joyce-Suneson,

This correspondence is to inform you that the San Luis Obispo County Sheriff's Office has received your complaint and has concluded the investigation. I have included a copy of our Complaint Form and the Complaint Advisory Information in this correspondence.

The San Luis Obispo Sheriff's Office has completed the investigation into your complaint of neglect of duty against Commander Keith Scott. After a thorough investigation, the complaint has been sustained. This means that the allegation of neglect of duty was found true by the Sheriff's Office.

Peace officer records are considered confidential and, by law, shall not be disclosed except in certain exceptions. This incident does not fall under any of those exceptions. Therefore, I cannot discuss or answer any questions regarding discipline in this case.

Thank you for bringing this matter to our attention. The San Luis Obispo County Sheriff's Office's goal is to provide the highest level of service to every community member. This service includes our responsibility to investigate citizen complaints.

If you have any questions concerning this matter, please contact me at [REDACTED]

Sincerely,

[REDACTED]
Trevor McKim
Commander
Professional Standards Unit

LAW OFFICE OF PRESTON CASTLEMAN

DEC 19 2023

1820 S. Central St. Suite 'A'
Visalia, Ca 93291
559-750-4400
preston@castlemanlawfirm.com

December 14, 2023

SENT VIA FIRST CLASS MAIL

Oceano Community Services District
1655 Front Street
Oceano, CA 93445

Re: Claim Against the Oceano Community Services District.

To whom it may concern:

My office represents Mona Maria Dells Vasquez as it relates to the injury that occurred on July 3, 2023, at around 4:30 p.m. near 653 Truman Dr., Oceano, California. Enclosed is a claim form regarding this incident. Please mail any reply or response to my office.

Any questions please contact my office.

Thank you.

Sincerely,

A black rectangular redaction box covers the signature of Preston Castleman. There are some faint blue ink marks above the box.

Preston Castleman
Attorney at Law

Enclosures: As stated.

DEC 19 2023

CLAIM AGAINST THE OCEANO COMMUNITY SERVICES DISTRICT

You may file in person or mail completed form to:

1655 Front St.
Oceano, CA. 93445

1. **Claimant Name:** Vasquez, Mona Maria Della
Last First Middle Initial

2. **Date of Birth:** [REDACTED]

3. **Claimant Address:** [REDACTED] Visalia, Ca. 93277
Street/P.O. Box City State/Zip Code

4. **Address Where Notices Are to Be Sent (if different from above):**
c/o Law Office of Preston Castleman 1820 S. Central St., Suite A, Visalia, Ca 93277

5. **Phone Numbers:** [REDACTED] Attorney 559-750-4400
Home Work Other

6. **Amount of Claim:** \$ TBD

7. **Date and Time of Accident/Incident/Loss:** 07/03/2023 Approx 4:30 pm

8. **Location of Accident/Incident/Loss:** On sidewalk in front of 653 Truman Dr. Oceano , Ca

9. **Describe How This Accident/Incident/Loss Occurred:** Tripped on raised sidewalk

10. **Describe the Damage/Injury/Loss:** significant shoulder injury and damage requiring surgical repair; bruising and sore lower extremities including knees

11. Name(s) of Public Employee(s) Allegedly Causing Damage/Injury/Loss (if known):

<u>Employee Name</u>	<u>Board-Governed District</u>
TBD	TBD
_____	_____
_____	_____
_____	_____

12. Itemized List of Expenses/Damages (should equal line 6):*

<u>Item</u>	<u>Amount</u>
TBD	\$ TBD
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
Total	\$ _____

*For property damage claims-- please attach 2 estimates for repair and photographs of damage.

Every person who, with intent to defraud, presents for allowance or payment to any county authorized to allow or pay same if genuine, any false or fraudulent claim, bill, account, voucher, or writing, is punishable by either imprisonment in the County jail for a period of not more than one year, by a fine of not exceeding one-thousand dollars (\$1,000.00), or both such imprisonment and fine, or by imprisonment in the state prison, by a fine of not exceeding ten-thousand dollars (\$10,000.00), or both such imprisonment and fine. (California Penal Code § 72.)

11. Signature of Claimant/Representative:



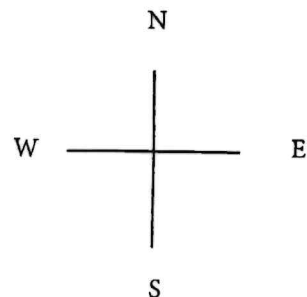
Name Attorney Preston Castleman

12-14-2023

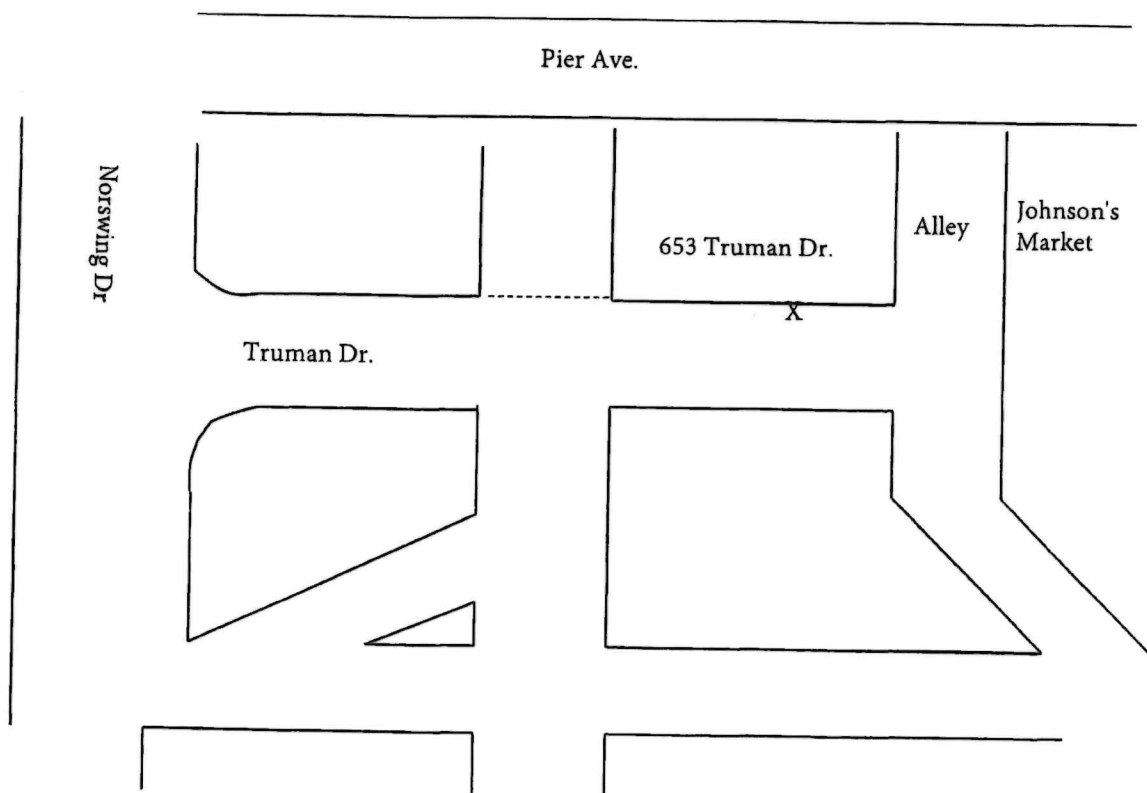
Date

LOCATION DIAGRAM

- Please indicate Compass directional points (N, S, E, W)
- Identify streets
- If vehicles are involved, indicate your own Vehicle as #1; County vehicle as #2, etc.
- If your claim is based on the condition of the condition of the road, please identify the **precise location of the problem.**



X = Raised Sidewalk



LAW OFFICE OF PRESTON CASTLEMAN, APC



1820 S. Central St., Ste. A
Visalia, Ca 93277
Ph. 559-750-4400
preston@castlemanlawfirm.com

December 4, 2023.

DESIGNATION OF REPRESENTATION

I, MARIA DELLA VASQUEZ, ("Client"), hereby retain the Law Office Preston Castleman ("Attorney") to represent me regarding trip and fall accident which occurred on or about 07/03/2023 in Oceano, CA.

Dated: 12-4-2023


MARIA DELLA VASQUEZ 

R. BURKE CORPORATION
P.O. BOX 957
SAN LUIS OBISPO, CA 93406-0957
PHONE (805) 543-8568 FAX (805) 543-2521
LICENSE No. 264193 – DIR REGISTRATION No. 1000007955

AN EQUAL OPPORTUNITY EMPLOYER

November 30, 2023

Todd Bartolome, PE
Cannon
1050 Southwood Dr
San Luis Obispo, CA 93401

Re: Notice of Potential Claim #1

This is a Supplemental Potential Claim of Record for additional compensation submitted as required under the provisions of Section 14.3.1 of the Construction Contract and section 4.2 of the General Conditions.

The particular nature and circumstances of this potential claim are described in detail in the attached RFI #1 and the engineer's response Exhibit A. R. Burke Corporation believes the district was unclear as to the size, location and overall character of the Barracuda Hydrodynamic Separator.

Public Contract Code Section 1104 states that "No public entity, shall require a bidder to assume responsibility for the completeness and accuracy of architectural or engineering plans and Specifications."

Public Contract Code Section 10720 states that, "Before entering into any contract the trustee, shall cause to be prepared full, complete and accurate plans and specifications and estimate of cost, giving such directions as will enable any competent mechanic or other builder to carry them out.". We contend that the plans and specifications provided at bid time were not adequate to show the required depth, length or width of the excavation required, nor the size of the structure to be installed. When the engineers received the submittal information on the proposed Barracuda, they then issued the attached revised sheet 9 of the plans showing a much larger structure and relocating its placement in order for it to fit on the site.

Based on what we know today, R. Burke Corporation estimates an approximate \$70,000 in additional cost and 10 additional working days associated with excavation and installation caused by the change of in the character of the work. R. Burke Corporation will continue to track these additional costs and hours.



Robert E. Burke
President
R. Burke Corporation

R. Burke Construction Claim #1

R. BURKE CORPORATION

865 CAPITOLIO WAY – P.O. BOX 957
SAN LUIS OBISPO, CA 93406-0957
PHONE (805) 543-8568 FAX (805) 543-2521
LICENSE NO. 264193 – DIR REGISTRATION NO. 1000007955

AN EQUAL OPPORTUNITY EMPLOYER

I hereby certify under penalty of perjury under the laws of the State of California that I am a managing officer of R. Burke Corporation and that I have reviewed the Claim presented herewith on Contractor's behalf and that the following statements are true and correct.

(i) The facts alleged in or that form the basis for the Claim are true and accurate; and,

(ii) Contractor does not know of any facts or circumstances, not alleged in the Claim, that by reason of their not being alleged render any factor statement alleged in the Claim materially misleading; and,

(iii) Contractor has, with respect to any request for money or damages alleged in or that forms the basis for the Claim, reviewed the job cost records (including those maintained by Contractor and by any Subcontractor or Sub-subcontractor, of any Tier, that is asserting all or any portion of the Claim) and confirmed with reasonable certainty that the Losses or damages suffered by Contractor were in fact suffered in the amounts and for the reasons alleged in the Claim;
and,

(iv) Contractor has, with respect to any request for extension of time or claim of Delay, disruption, hindrance or interference alleged in or that forms the basis for the Claim, reviewed the job schedules (including those maintained by Contractor and by any Subcontractor or Sub-subcontractor, of any Tier, that is asserting all or any portion of the Claim) and confirmed on an event-by-event basis that the delays or disruption suffered by Contractor were in fact experienced for the durations, in the manner, and with the consequent effects on the time and/or sequence of performance of the Work, as alleged in the Claim; and,

(v) Contractor has not received payment from District for, nor has Contractor previously released District from, any portion of the Claim.

Signature:



Robert E. Burke
President
R. Burke Corporation
11/30/23

R. BURKE CORPORATION
P.O. BOX 957
SAN LUIS OBISPO, CA 93406-0957
PHONE (805) 543-8568 FAX (805) 543-2521
LICENSE No. 264193 – DIR REGISTRATION No. 1000007955

AN EQUAL OPPORTUNITY EMPLOYER

November 21, 2023

Todd Bartolome, PE
Cannon
1050 Southwood Dr
San Luis Obispo, CA 93401

**Re: OCSD Storm Water Capture & Groundwater
RFI 001-Barracuda Max S8 Separator Changes**

See attached change to Sheet 13 and approved Barracuda submittal.

Note 4 on page 9 of plans concerning the Barracuda states "... see Detail D3 page 4." This is the San Luis Obispo County Standard detail for manholes. It shows a 48" manhole with depth 10" below Invert. The call out for Note 4 has a rim elevation of 48.80 and an invert of 44.43. We bid on a 48" manhole at a depth of 5.2' per plans.

The Barracuda is not a standard manhole as called out in Note 4. The attached approved submittal shows an 8' manhole with a depth at 15.54'. This is 4' wider and 10.34' deeper than originally detailed. Our excavation will be approximately 17' deep vs 5' per plan. This will require shoring and alternate means and methods to excavate and install a manhole this deep.

How does the district intend to pay for the additional costs associated with this change in scope?

Possible additional costs associated with this RFI are dependent on the district's response.



John Overland, PM

R. Burke Corporation

RFI #01 Response

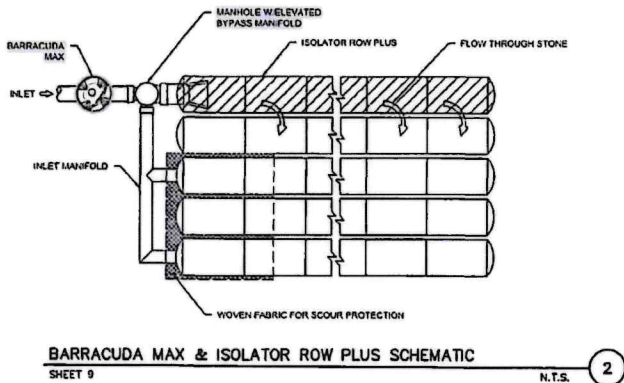
Question - Note 4 on page 9 of the plans concerning the Barracuda states "...see Detail D3 page 4." This is the San Luis Obispo County Standard detail for manholes. It shows a 48" manhole with depth 10" below invert.

Response – The note 4 referenced in the CONSTRUCTION NOTES on page 9 of the plans contains more information than what is presented in this RFI. Note 4 first references the Barracuda Max S8 Hydrodynamic Separator and to install per details on sheets 5 and 6. Note 5 then references the standard manhole that is downstream from the Barracuda.

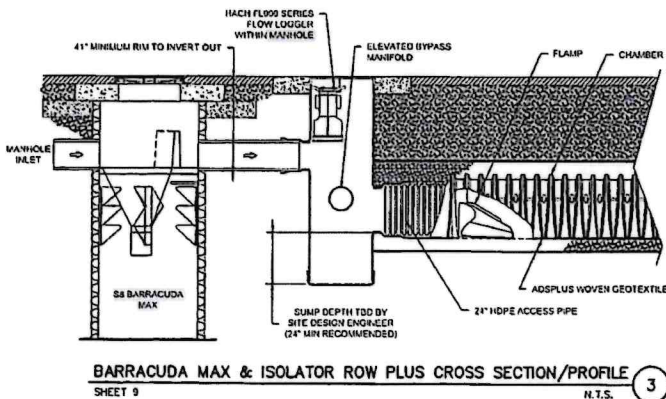
CONSTRUCTION NOTES

- ① STORMTECH MC-7200 INFILTRATION CHAMBER GALLERY SYSTEM PER DETAILS ON SHEETS 5 AND 6, OR APPROVED EQUAL. INSTALL PER MANUFACTURER INSTRUCTIONS.
- ② CURB INLET CATCH BASIN PER SLO COUNTY STD DRAWING D-2, SHEET 4. DETAIL WIDTH MODIFIED TO 6' AT INSIDE WALLS OF CATCH BASIN.
- ③ 18" HDPE SMOOTH INNER WALL STORM DRAIN PIPE
- ④ BARRACUDA MAX S8 HYDRODYNAMIC SEPARATOR, OR APPROVED EQUAL. INSTALL PER DETAILS ON SHEETS 5 AND 6. MANHOLE PER SLO COUNTY STD DRAWING D-3, SHEET 4.
- ⑤ MANHOLE PER SLO COUNTY STD DRAWING D-3, SHEET 4. INSTALL HACH FL900 SERIES FLOW LOGGER PER MANUFACTURER INSTRUCTIONS, OR APPROVED EQUAL.

Sheet 6, detail 2 then shows the plan view for the Barracuda Max in relation to its location before the Manhole that distributes the flows to the Isolator Row and other chambers.



Sheet 6, detail 3 shows the Barracuda Max S8 in cross section where you can see that the relative depth of the S8 in comparison to the bottom of the Isolator Row foundation. This detail shows that the item referenced in Note 4 is not a standard manhole and the bottom is much deeper than the bottom of the elevation of the chambers.



Question - The call out for Note 4 has a rim elevation of 48.80 and an invert of 44.43. We bid on a 48" manhole at a depth of 5.2' per plans.

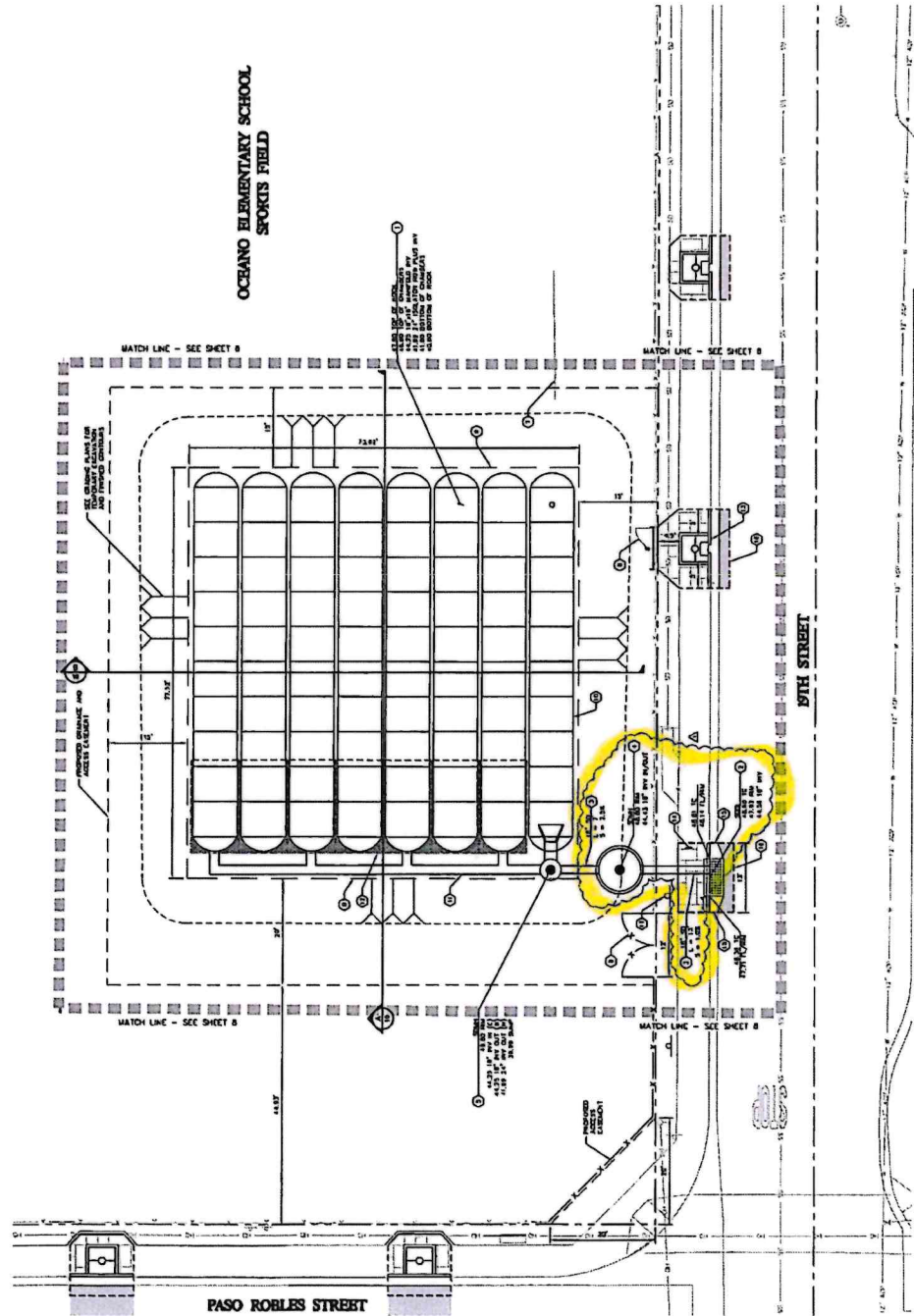
Response – The call outs for rim elevation and inverts are correct, but it is not clear how it was determined that the Barracuda was a standard manhole at a depth of 5.2'. In addition, the bid sheet confirms what is shown in the plans and that there is only 1 – 48" Manhole, and 1 – Barracuda Max S8 Hydrodynamic Separator on the project.

15	Barracuda Max S8 Hydrodynamic Separator	1	Each	\$60,000.00	\$60,000.00
16	48" Manhole	1	Each	\$17,000.00	\$17,000.00

Summary – Based on a review of the plans and the information provided in the RFI 01, the reviewer can find no basis for additional costs as there was no change in scope for the Barracuda Max S8 Separator.

Revised Sheet

- GENERAL NOTES**
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA CIVIL ENGINEERING BOARD'S SPECIFICATIONS FOR THE CONSTRUCTION OF STORMWATER INFILTRATION GALLERIES.
 2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA CIVIL ENGINEERING BOARD'S SPECIFICATIONS FOR THE CONSTRUCTION OF STORMWATER INFILTRATION GALLERIES.
 3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA CIVIL ENGINEERING BOARD'S SPECIFICATIONS FOR THE CONSTRUCTION OF STORMWATER INFILTRATION GALLERIES.
- CONSTRUCTION NOTES**
1. INFILTRATION GALLERY SHALL BE CONSTRUCTED WITH 18" DIA. PERFORATED PIPE WITH 1/2" DIA. HOLES.
 2. INFILTRATION GALLERY SHALL BE CONSTRUCTED WITH 18" DIA. PERFORATED PIPE WITH 1/2" DIA. HOLES.
 3. INFILTRATION GALLERY SHALL BE CONSTRUCTED WITH 18" DIA. PERFORATED PIPE WITH 1/2" DIA. HOLES.
 4. INFILTRATION GALLERY SHALL BE CONSTRUCTED WITH 18" DIA. PERFORATED PIPE WITH 1/2" DIA. HOLES.
 5. INFILTRATION GALLERY SHALL BE CONSTRUCTED WITH 18" DIA. PERFORATED PIPE WITH 1/2" DIA. HOLES.
 6. INFILTRATION GALLERY SHALL BE CONSTRUCTED WITH 18" DIA. PERFORATED PIPE WITH 1/2" DIA. HOLES.
 7. INFILTRATION GALLERY SHALL BE CONSTRUCTED WITH 18" DIA. PERFORATED PIPE WITH 1/2" DIA. HOLES.
 8. INFILTRATION GALLERY SHALL BE CONSTRUCTED WITH 18" DIA. PERFORATED PIPE WITH 1/2" DIA. HOLES.
 9. INFILTRATION GALLERY SHALL BE CONSTRUCTED WITH 18" DIA. PERFORATED PIPE WITH 1/2" DIA. HOLES.
 10. INFILTRATION GALLERY SHALL BE CONSTRUCTED WITH 18" DIA. PERFORATED PIPE WITH 1/2" DIA. HOLES.
 11. INFILTRATION GALLERY SHALL BE CONSTRUCTED WITH 18" DIA. PERFORATED PIPE WITH 1/2" DIA. HOLES.
 12. INFILTRATION GALLERY SHALL BE CONSTRUCTED WITH 18" DIA. PERFORATED PIPE WITH 1/2" DIA. HOLES.
 13. INFILTRATION GALLERY SHALL BE CONSTRUCTED WITH 18" DIA. PERFORATED PIPE WITH 1/2" DIA. HOLES.
 14. INFILTRATION GALLERY SHALL BE CONSTRUCTED WITH 18" DIA. PERFORATED PIPE WITH 1/2" DIA. HOLES.
 15. INFILTRATION GALLERY SHALL BE CONSTRUCTED WITH 18" DIA. PERFORATED PIPE WITH 1/2" DIA. HOLES.
 16. INFILTRATION GALLERY SHALL BE CONSTRUCTED WITH 18" DIA. PERFORATED PIPE WITH 1/2" DIA. HOLES.
 17. INFILTRATION GALLERY SHALL BE CONSTRUCTED WITH 18" DIA. PERFORATED PIPE WITH 1/2" DIA. HOLES.
 18. INFILTRATION GALLERY SHALL BE CONSTRUCTED WITH 18" DIA. PERFORATED PIPE WITH 1/2" DIA. HOLES.
 19. INFILTRATION GALLERY SHALL BE CONSTRUCTED WITH 18" DIA. PERFORATED PIPE WITH 1/2" DIA. HOLES.
 20. INFILTRATION GALLERY SHALL BE CONSTRUCTED WITH 18" DIA. PERFORATED PIPE WITH 1/2" DIA. HOLES.



INFILTRATION GALLERY - PLAN VIEW
SCALE: 1/4" = 1'-0"

OCEANO ELEMENTARY SCHOOL INFILTRATION & FRONTAGE IMPROVEMENTS STORMWATER INFILTRATION GALLERY	
DATE	09/21/2023
BY	JAS
CHECKED BY	JAS
SCALE	1" = 10'
SHEET NO.	9 OF 20



NO.	DATE	REVISION	ISSUED FOR CONSTRUCTION	BY	CHECKED BY
1	11/27/23			JAS	JAS



R. BURKE CORPORATION
P.O. BOX 957
SAN LUIS OBISPO, CA 93406-0957
PHONE (805) 543-8568 FAX (805) 543-2521
LICENSE NO. 264193 – DIR REGISTRATION NO. 1000007955

AN EQUAL OPPORTUNITY EMPLOYER

December 27th, 2023

Todd Bartolome, PE
Cannon
1050 Southwood Dr
San Luis Obispo, CA 93401

Re: Follow up letter - Notice of Potential Claim #2

This letter is following up on our Notice of Potential Claim #2. After discussion between R. Burke Corporation, the Owners representative, and the Supplier of the HACH Flow Logger, Ponton Industries, Inc., to clarify which flow logger/sensors are required for this project, we have been provided with a new quote. This quote reflects updated product and attachments that were not originally stated in the contract documents.

Based on the revised product quote, R. Burke Corporation estimates a revised added cost to the contract of \$6,319.00 plus 15% contractor mark-up for a lump sum of \$7,266.85 and 0 additional working days associated with purchase and installation of the modified logger.

Please see attached quotes for HACH Flow Logger FL900 Series, original and revised.

Also, please let us know how you want to proceed.

Thank you,



Robert E: Burke
President
R. Burke Corporation

OCSD



PONTON
INDUSTRIES, INC.
SINCE 1970

22901 Savi Ranch Pkwy, Suite B
Yorba Linda, CA 92887
Tel: (714) 998-9073

Fax: (714) 998-9083
info@pontonind.com
www.pontonind.com

QUOTE#:PONQ57714

DATE: Oct 19, 2023

Your Local Representative for ...



-Featured Item-

Sell to
R Burke Corporation
Gabby Freeman
865 Capitolio Way
San Luis Obispo, CA 93401

Business Phone:
Direct Line:
Email: estimating@rburkecorporation.com

Why Warranty Plus? Lower your long-term costs, prolong the life of your product, and ensure consistent reporting. Partner with Hach for service to be confident that your instruments and operations are well maintained and functioning smoothly. Your Service Plus Extended Warranty includes a lot! Ask us!!

Quoted by	Est Lead Time	FO.B	Ship Via	Terms
Diane Blackburn	3-4 Weeks ARO	Factory	Best Way	

Project Name: Project ID:

ADDRESS PO TO: McCrometer, 3255 West Stetson Ave, Hemet, CA 92545

Line No	Product Details	Qty	Unit Price	Ext. Price
1.	KTO: FL901 LOGGER, W/US9001B VERIZON ACT FL901USB.97.VX FL901USB.97.VX Wireless Flow Logger. Verizon cellular plan with FSData Online subscription bundle required for each FL90x Logger (FSDATA-BNDLYRLY or FSDATA-BNDL-3YR). Subscription to Claros required for each customer account (CLAROS-YRLY or CLAROS-3YR).	1	\$ 7,376.00	\$ 7,376.00
2.	FSDATA Bundle FSDATA-BNDL-YRLY Includes annual cellular data plan and subscription to FSData software. Price per connected logger.	1	\$ 579.00	\$ 579.00
			Sub Total	\$ 7,955.00
			Tax	\$ 0.00
			Adjustment	\$ 0.00
			Grand Total	\$ 7,955.00

ADDRESS PO TO: McCrometer, 3255 West Stetson Ave, Hemet, CA 92545

Notes:

Terms and Conditions

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the Hach TCS: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of the Hach TCS are not part of the Contract.

Due to International regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to R Burke Construction Claim #2

approve specific shipping agents. Wooden boxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for International transport. In addition, Hach may require : 1). A statement of intended end-use; 2). Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear end use, chemical / biological weapons, missile technology); and 3). Certification that the goods will not be diverted contrary to U.S. law.

ORDER TERMS:

Terms are Subject to Credit Review

Please reference the quotation number on your purchase order.


Sales tax is not included. Applicable sales tax will be added to the invoice based on the U.S. destination, if applicable provide a resale/exemption certificate. Shipments will be prepaid and added to invoices unless otherwise specified.

Equipment quoted operates with standard U.S. supply voltage. Hach standard terms and conditions apply to all sales.

Additional terms and conditions apply to orders for service partnerships.

Prices do not include delivery of product. Reference attached Freight Charge Schedule and Collect Handling Fees. Standard lead time is 30 days.

This Quote is good for a one time purchase.

 **WARNING:** Cancer and Reproductive Harm - www.P65Warnings.ca.gov

ADVANTAGES OF WORKING WITH HACH

<u>Technical Support</u>	<u>Pick&Ship™</u>	<u>Hach ServicePlus® Programs</u>
Provides post-sale instrumentation and application support ✓ Hach's highly skilled Technical Support staff is dedicated to helping you resolve technical issues before, during and after the sale. ✓ Available via phone, e-mail, or live online chat at Hach.com! ✓ <input type="checkbox"/> Toll-free phone: 800-227-4224 ✓ E-mail: techhelp@hach.com www.Hach.com	Pick&Ship™ Program offers a better way to keep your supplies in stock ✓ Convenience of one purchase order for the entire year ✓ Flexibility to change, cancel or create new orders ✓ Savings from locking in prices & thus avoiding price surges and rush charges ✓ Peace of mind with automatic, reliable shipments just as you need them www.Hach.com/pickandship	Instrument Protection and Service ✓ Savings of more than 20% versus a "pay as you go" approach ✓ Freedom from maintenance ✓ Worry-free compliance with Hach's certification ✓ Fixed maintenance budget for the entire year www.hach.com/service-contracts

ADVANTAGES OF SIMPLIFIED SHIPPING AND HANDLING

<u>Safe & Fast Delivery</u>	<u>Save Time – Less Hassle</u>	<u>Save Money</u>
✓ Receive tracking numbers on your order acknowledgement ✓ Hach will assist with claims if an order is lost or damaged in shipment	✓ No need to set up deliveries for orders or to schedule pickup ✓ Hach ships order as product is available, at no additional charge, when simplified shipping and handling is used.	✓ No additional invoice to process – save on time and administrative costs ✓ Only pay shipping once, even if multiple shipments are required

STANDARD SIMPLIFIED SHIPPING AND HANDLING CHARGES 1, 2, 3				Pricing Effective 9/1/2018		Collect 4
Total Price of Merchandise Ordered	Standard Surface (Mainland USA)	Second Day Delivery (Mainland USA)	Next Day Delivery (Mainland USA)	Second Day Delivery (Alaska & Hawaii)	Next Day Delivery (Alaska & Hawaii)	Handling Fee Effective 4/11/2020
\$0.00 - \$49.99	\$17.99	\$44.99	\$83.90	\$72.21	\$137.27	\$13.47
\$50.00 - \$149.99	\$28.59	\$84.24	\$159.00	\$120.84	\$229.73	\$13.85
\$150.00 - \$349.99	\$50.22	\$133.98	\$272.91	\$169.07	\$329.04	\$14.72
\$350.00 - \$649.99	\$69.95	\$182.91	\$363.75	\$228.65	\$442.76	\$15.48
\$650.00 - \$949.99	\$88.16	\$191.13	\$399.98	\$236.66	\$446.10	\$16.04
\$950.00 - \$1,999.99	\$110.91	\$235.85	\$498.69	\$280.67	\$543.06	\$17.52
\$2,000.00 - \$3,999.99	\$128.04	\$250.64	\$513.44	\$291.54	\$554.54	\$20.22
\$4,000.00 - \$5,999.99	\$148.44	\$260.33	\$538.23	\$292.89	\$570.53	\$24.90
\$6,000.00 - \$7,999.99	\$175.40	\$296.40	\$612.84	\$323.07	\$622.86	\$29.04
\$8,000.00 - \$9,999.99	\$200.15	\$336.83	\$658.19	\$360.41	\$683.52	\$33.51
Over \$10,000	2.5% of Net Order Value	4.5% of Net Order Value	7% of Net Order Value	4.5% of Net Order Value	7% of Net Order Value	\$51.84

1 Shipping & Handling charges shown are only applicable to orders billing and shipping to U.S. destinations. **Burke Construction Claim #2**
 Agenda Item 14D(3) January 10, 2024 - Page 140 of 146



PONTON
INDUSTRIES, INC.
SINCE 1970

22901 Savi Ranch Pkwy, Suite B
Yorba Linda, CA 92887
Tel: (714) 998-9073

Fax: (714) 998-9083
info@pontonind.com
www.pontonind.com

QUOTE#:PONQ58567

DATE: Dec 20, 2023

Your Local Representative for ...



~Featured Item~

Sold to:
R Burke Corporation
Gabby Freeman
865 Capitolio Way
San Luis Obispo, CA 93401

Business Phone:
Direct Line:
Email: estimating@rburkecorporation.com

Why Warranty Plus? Lower your long-term costs, prolong the life of your product, and ensure consistent reporting. Partner with Hach for service to be confident that your instruments and operations are well maintained and functioning smoothly. Your Service Plus Extended Warranty includes a lot! Ask us!!

Quoted by	Est. Lead Time	F.O.B	Ship Via	Terms
Diane Blackburn	3-4 Weeks ARO	Factory	Best Way	Net 30

Project Name: Project ID:

ADDRESS PO TO: McCrometer, 3255 West Stetson Ave, Hemet, CA 92545

Line No	Product Details	Qty	Unit Price	Ext. Price
1.	FL902 LOGGER FL902.97.XX	1	\$ 6,515.00	\$ 6,515.00
2.	CABLE ASSY, COMM, USB 8528300	1	\$ 204.00	\$ 204.00
3.	mc BRACKET, MOUNTING, FL90X 8543800	1	\$ 62.00	\$ 62.00
4.	AV9000 AREA VELOCITY ANALYZER MODULE 8531300	2	\$ 1,246.00	\$ 2,492.00
5.	Hach Sensor 77065-030 Non-oil filled with connector, 0 to 10 ft range, 30 ft cable	2	\$ 1,945.00	\$ 3,890.00
6.	RING,MOUNTING,18 IN. DIAMETER PIPE 1366	1	\$ 514.00	\$ 514.00
7.	RING,MOUNTING,24 IN. DIAMETER PIPE 1370	1	\$ 597.00	\$ 597.00
Sub Total				\$ 14,274.00
Tax				\$ 0.00
Adjustment				\$ 0.00
Grand Total				\$ 14,274.00

ADDRESS PO TO: McCrometer, 3255 West Stetson Ave, Hemet, CA 92545

Notes:

Terms and Conditions

R Burke Construction Claim #2

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's

Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the Hach TCS: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of the Hach TCS are not part of the Contract.

Due to International regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for International transport. In addition, Hach may require : 1). A statement of intended end-use; 2). Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear end use, chemical / biological weapons, missile technology); and 3). Certification that the goods will not be diverted contrary to U.S. law.

ORDER TERMS:

Terms are Subject to Credit Review

Please reference the quotation number on your purchase order.


Sales tax is not included. Applicable sales tax will be added to the invoice based on the U.S. destination, if applicable provide a resale/exemption certificate. Shipments will be prepaid and added to invoices unless otherwise specified.

Equipment quoted operates with standard U.S. supply voltage. Hach standard terms and conditions apply to all sales.

Additional terms and conditions apply to orders for service partnerships.

Prices do not include delivery of product. Reference attached Freight Charge Schedule and Collect Handling Fees. Standard lead time is 30 days.

This Quote is good for a one time purchase.

 **WARNING:** Cancer and Reproductive Harm - www.P65Warnings.ca.gov

ADVANTAGES OF WORKING WITH HACH

<u>Technical Support</u>	<u>Pick&Ship™</u>	<u>Hach ServicePlus® Programs</u>
Provides post-sale instrumentation and application support ✓ Hach's highly skilled Technical Support staff is dedicated to helping you resolve technical issues before, during and after the sale. ✓ Available via phone, e-mail, or live online chat at Hach.com! ✓ <input type="checkbox"/> Toll-free phone: 800-227-4224 ✓ E-mail: techhelp@hach.com www.Hach.com	Pick&Ship™ Program offers a better way to keep your supplies in stock ✓ Convenience of one purchase order for the entire year ✓ Flexibility to change, cancel or create new orders ✓ Savings from locking in prices & thus avoiding price surges and rush charges ✓ Peace of mind with automatic, reliable shipments just as you need them www.Hach.com/pickandship	Instrument Protection and Service ✓ Savings of more than 20% versus a "pay as you go" approach ✓ Freedom from maintenance ✓ Worry-free compliance with Hach's certification ✓ Fixed maintenance budget for the entire year www.hach.com/service-contracts

ADVANTAGES OF SIMPLIFIED SHIPPING AND HANDLING

<u>Safe & Fast Delivery</u>	<u>Save Time – Less Hassle</u>	<u>Save Money</u>
✓ Receive tracking numbers on your order acknowledgement ✓ Hach will assist with claims if an order is lost or damaged in shipment	✓ No need to set up deliveries for orders or to schedule pickup ✓ Hach ships order as product is available, at no additional charge, when simplified shipping and handling is used.	✓ No additional invoice to process – save on time and administrative costs ✓ Only pay shipping once, even if multiple shipments are required

STANDARD SIMPLIFIED SHIPPING AND HANDLING CHARGES 1, 2, 3				Pricing Effective 9/1/2018		Collect 4
Total Price of Merchandise Ordered	Standard Surface (Mainland USA)	Second Day Delivery (Mainland USA)	Next Day Delivery (Mainland USA)	Second Day Delivery (Alaska & Hawaii)	Next Day Delivery (Alaska & Hawaii)	Handling Fee Effective 4/11/2020
\$0.00 - \$49.99	\$17.99	\$44.99	\$83.90	\$72.21	\$137.27	\$13.47
\$50.00 - \$149.99	\$28.59	\$84.24	\$159.00	\$120.84	\$229.73	\$13.85
\$150.00 - \$349.99	\$50.22	\$133.98	\$272.91	\$169.07	\$329.04	\$14.72
\$350.00 - \$649.99	\$69.95	\$182.91	\$363.75	\$228.65	\$442.76	\$15.48
\$650.00 - \$949.99	\$88.16	\$191.13	\$399.98	\$236.66	\$446.10	\$16.04
\$950.00 - \$1,999.99	\$110.91	\$235.85	\$498.69	\$280.67	\$543.06	\$17.52
\$2,000.00 - \$3,999.99	\$128.04	\$250.64	\$513.44	\$291.54	\$554.54	\$20.22
\$4,000.00 - \$5,999.99	\$148.44	\$260.33	\$538.23	\$292.89	\$570.53	\$24.90

\$6,000.00 - \$7,999.99	\$175.40	\$296.40	\$612.84	\$323.07	\$622.86	\$29.04
\$8,000.00 - \$9,999.99	\$200.15	\$336.83	\$658.19	\$360.41	\$683.52	\$33.51
Over \$10,000	2.5% of Net Order Value	4.5% of Net Order Value	7% of Net Order Value	4.5% of Net Order Value	7% of Net Order Value	\$51.84

- Shipping & Handling charges shown are only applicable to orders billing and shipping to U.S. destinations. Shipping & Handling charges will be prepaid and added to invoice. Shipping & Handling for the Reagent Delivery Program is charged on each shipment release and is based on the total price of each shipment release. Shipping & Handling charges are subject to change without notice.
- Additional Shipping & Handling charges will be applied to orders containing bulky and/or especially heavy orders. Refrigerated and all weather Samplers do not qualify for simplified Shipping & Handling charges, and are considered heavy products. Dissolved Oxygen Sensors can be damaged if exposed to temps below freezing, causing sensor failure. Must be shipped over night or 2nd day air during the cold weather months.
- Orders shipping to Alaska or Hawaii: Additional Shipping & Handling charges may be applied at time of order processing. Second Day and Next Day delivery is not available to all destinations.
- Hach Company will assess a collect handling fee on orders with collect shipping terms. This handling fee covers the additional costs that Hach Company incurs from processing and managing collect shipments.

SALES TAX

Sales Tax is not included in the attached quotation. Applicable sales and usage taxes will be added to your invoice, at the time of order, based on U.S. destination of goods, unless a valid resale/exemption certificate for destination state is provided to the above address or fax number, attention of the Tax Dept

TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with- order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment. See ¶20 for further wire transfer requirements.

1. **APPLICABLE TERMS & CONDITIONS:** These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

2. **CANCELLATION:** Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within 30 days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and re-instatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

3. **DELIVERY:** Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). For orders having a final destination within the U.S., legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. For orders having a final destination outside the U.S., legal title and risk of loss or damage pass to Buyer when the Products enter international waters or airspace or cross an international frontier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am – 5 pm Monday through Friday, excluding holidays.

4. **INSPECTION:** Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

5. **PRICES & ORDER SIZES:** All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; special permits or licenses; or other applicable charges.

7. **LIMITED WARRANTY:** Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded. The sole remedy for Products not meeting the limited warranty is replacement, repair or refund of the purchase price. This remedy will not be available if the Buyer has not provided a valid RMA or Construction Claim #2.

imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

6. PAYMENTS: All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at www.hach.com. Invoices for all other orders are due and payable NET 30 member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

10. TRADEMARKS AND OTHER LABELS: Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

11. SOFTWARE AND DATA. All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media. In the absence of such express licenses and for all other software, Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by all such license agreements. Title to software remains with the applicable licensor(s). In connection with Buyer's use of Products, Hach may obtain, receive, or collect data or information, including data produced by the Products. In such cases, Buyer grants Hach a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of such data, or to aggregate such data for use in an anonymous manner, solely to facilitate marketing, sales and R&D activities of Hach and its affiliates.

12. PROPRIETARY INFORMATION; PRIVACY: "Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at <http://www.hach.com/privacypolicy>.

13. CHANGES AND ADDITIONAL CHARGES: Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See <http://danaher.com/integrity-and-compliance> and www.danaherintegrity.com for a copy of the SOC and for access to our Helpline portal.

17. RELATIONSHIP OF PARTIES: Buyer is not an agent or representative of

deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

8. INDEMNIFICATION: Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. Buyer is responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to negligence, misuse or misapplication of any goods or services, violations of law, or the breach of any provision of this Contract by the Buyer, its affiliates, or those employed by, controlled by or in privity with them. Buyer's workers' compensation immunity, if any, does not preclude or limit its indemnification obligations.

9. PATENT PROTECTION: Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

14. SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE: In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to backup or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. LIMITATIONS ON USE: Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Unless the "ship-to" address is in California, U.S.A., the Products are not intended for sale in California and may lack markings required by California Proposition 65; accordingly, unless Buyer has ordered Products specifying a California ship-to address, Buyer will not sell or deliver any Hach Products for use in California. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

R Burke Construction Claim #2

Hach and will not present itself as such under any circumstances unless and to the extent it has been formally screened by Hach's compliance department and received a separate duly-authorized letter from Hach setting forth the scope and limitations of such authorization.

18. FORCE MAJEURE: Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

19. NON ASSIGNMENT AND WAIVER: Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

20. WIRE TRANSFERS: Buyer and Hach both recognize that there is a risk of wire fraud when individuals impersonating a business demand immediate payment under new wire transfer instructions. To avoid this risk, Buyer must verbally confirm any new or changed wire transfer instructions by calling Hach at +1-970-663-1377 and speaking with Hach's Credit Manager before transferring any monies using the new wire instructions. Both parties agree that they will not institute wire transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any wire transfer instruction changes before any outstanding payments are due using the new instructions.

21. LIMITATION OF LIABILITY: None of the Hach Indemnified Parties will be liable to Buyer under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of Buyer's customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

22. APPLICABLE LAW AND DISPUTE RESOLUTION: The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado

WITH LAWS:

Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

23. ENTIRE AGREEMENT & MODIFICATION: These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or Modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services

Will Clemens



RECEIVED
DEC 29 2023

December 29, 2023

President, Board of Directors
Oceano Community Services District
PO Box 599
Oceano, CA 93475

Dear President, Board of Directors:

This notice is pursuant to the employment contract between me, and the Oceano Community Services District (District) dated November 20, 2022. There was a constructive termination of this agreement without cause by the District Board of Directors on October 25, 2023. Pursuant to Section 11C of the contract, a lump sum cash payment ("Severance Pay") equal to twelve (12) months base salary is now due. This equates to \$206,700 and is expected to be included in my final payment along with all accrued leave balances payable.

Thank you for your attention to this matter.

Sincerely,



Will Clemens