



**Notice of Regular Meeting**  
**Oceano Community Services District - Board of Directors Agenda**  
**WEDNESDAY, APRIL 13, 2022 – 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. STAFF REPORTS:

- i. Sheriff's South Station - Commander Jay Wells
- ii. FCFA Operations - Chief Steve Lieberman
- iii. Operations – Utility System Manager Tony Marraccino
- iv. OCSD General Manager – Will Clemens

B. BOARD OF DIRECTORS AND OUTSIDE COMMITTEE REPORTS:

- i. Vice President Villa
- ii. Director Gibson
- iii. President White
- iv. Director Austin

C. PUBLIC COMMENT ON SPECIAL PRESENTATIONS AND REPORTS:

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

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 and Approval of Minutes for the Regular Meeting of March 23, 2022
- B. Review of Cash Disbursements
- C. Approval of a letter of support for the San Luis Obispo County Planning and Building Department's recommendation to include the Oceano Community Services District's Water Tank Rehabilitation Project for 2022 Community Development Block Grant Funds
- D. Approval of an Application for Community Project Funding and Letter of Support through the Office of Congressman Salud Carbajal for Projects in the District's Water Resource Reliability Program

**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. Consideration of Appointing Financial Consultants for the USDA Financing of the Water System Improvement Projects
- B. Consideration of whether to fill the vacancy on the Board of Directors by appointment until the person elected in the November 2022 election to fill the vacancy has been qualified
- C. Consideration to adopt a Resolution Re-Authorizing Remote Teleconference Meetings

**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:**

**11. LATE RECEIVED WRITTEN COMMUNICATIONS:**

**12. FUTURE AGENDA ITEMS:** Deferred Infrastructure Program (as needed), Lopez Water Contract Amendments (2022), Wastewater CIP (Future year), Social Media Policy/ Live Stream Board Meetings (As directed), Bill insert/ mailing policy (As directed), Policy & Procedure Manual review (As directed), CSDA Transparency Certification (As directed), Solid Waste Education Center (As directed), Special Tax Town Hall Meeting (April 30, 2022 at 1:30pm)

**13. FUTURE HEARING ITEMS:**

**14. CLOSED SESSION:**

**15. ADJOURNMENT:**

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This agenda was prepared and posted pursuant to Government Code Section 54954.2. 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](http://www.oceanocsd.org)

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



# Oceano Community Services District

## Summary Minutes

Regular Meeting Wednesday, April 13, 2022 – 6:00 P.M.

Location: TELECONFERENCE

1. **CALL TO ORDER:** at approximately 6:00 p.m. by President White
2. **ROLL CALL:**  
Board members present: President White, Vice President Villa, Director Replogle, Director Austin, and Director Gibson.  
Staff present: General Manager Will Clemens, Business and Accounting Manager Carey Casciola, and Jeff Minnery, Legal Counsel.
3. **FLAG SALUTE:** led by President White
4. **AGENDA REVIEW:** Agenda accepted as presented.
5. **PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA:**

Charles Varni	Provided feedback on the special tax FAQs listed on the District's website and asked questions regarding the proposed special fire tax.
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### 6. **SPECIAL PRESENTATIONS & REPORTS:**

#### A. **STAFF REPORTS:**

- i. **Sheriff's South Station** – Commander Jay Wells – Absent
- ii. **FCFA** - Chief Steve Lieberman – Absent
- iii. **Operations** - Utility Systems Manager - Tony Marraccino  
Lopez is at 29.02% full which is 14,418 AF.  
8 Work orders / 10 USAs / 6 Customer Service Calls / 0 After Hours Call Outs.  
Continuing with daily, weekly, and monthly samples & rounds.  
First of the month equipment startups.  
Meter reads, re-reads and leak notifications completed. Comment codes are in progress.  
Hydrant flushed to put into service and a hydrant hit on Pier Ave.  
Continuing with trash/Ready 311 pick-up.  
Identified utilities for CalTrans for a project on Hwy 1.  
Accolades and appreciation to Casey Stewart for his years of service with the District.
- iv. **OCSD General Manager – Will Clemens**  
We've met twice with RCAC who is assisting Ken-Mar Gardens and Halcyon Water Systems through a feasibility study to help with water quality issues. MKN engineering has been selected to do the study and will begin work once the State Water Board, who is funding the project, approves the contract. The District will provide assistance to the process as needed. We met with CalTrans regarding their overlay project (Oceano to Pismo Beach on Hwy 1). We will need to relocate utilities, raise, and lower water valves and move a fire hydrant. Project will begin end of 2022 and should complete early 2023.  
Drought continues to worsen. State Water deliveries reduced from 15% to 5%, however, Oceano will be able to receive all state water requested for the year. County of San Luis Obispo Board of Supervisors directed staff to work with CCWA to work on a drought mitigation strategy wherein we can get additional state water supplies into the County up to 1,000 AF. Appreciation to Casey Stewart and his years of service. Job recruitment is in progress.  
April 13, 2022, Board Meeting will be in person at the District office.  
Reminded the public that Special Districts can only provide services that the Local Agency Formation Commission authorizes. Curb, gutter and sidewalks and flood control are not powers that the Oceano CSD is authorized to provide, and our Board cannot authorize providing those services nor can we provide funding for those powers. The lead agency for these powers are the County of San Luis Obispo and the Flood Control District.

#### B. **BOARD OF DIRECTORS AND OUTSIDE COMMITTEE REPORTS:**

- i. Vice President Villa – reported on the 3/10/2022 & 3/17/2022 Oceano Advisory Council (OAC) meeting.

- ii. Director Austin – None
- iii. President White – reported on the 3/18/2022 Five Cities Fire Authority meeting and the 3/22/2022 Zone 1(1A) Flood Control District meeting.
- iv. Director Replogle –Verbally notified of her resignation from the District Board.
- v. Director Gibson – reported on the 3/17/2022 Zone 3 Committee meeting.

**C. PUBLIC COMMENT ON SPECIAL PRESENTATIONS AND REPORTS:**

Charles Varni	Expressed appreciation to Director Replogle for her service to the District. Asked questions regarding the CalTrans overlay project (Hwy 1)
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<b>7. CONSENT AGENDA:</b>	<b>ACTION:</b>
<ul style="list-style-type: none"> <li>a. Review and Approval of Minutes for the Regular Meeting of March 9, 2022</li> <li>b. Review of Cash Disbursements</li> <li>c. Recommendation to Approve the General, Auto, and other Liability Insurance Coverage for 2022 and authorize payment in the amount of \$34,324</li> </ul>	<p>After an opportunity for public comment, Board and staff discussion, Director Austin made a motion to approve consent agenda items as presented with a second from Director Replogle and a 5-0 roll call vote.</p> <p>Public Comment: None</p>

**8. BUSINESS ITEMS:** None

<b>9A. HEARING ITEM:</b>	<b>ACTION:</b>
Public Hearing for Public Input on Board Selected Focus Maps for a Division Based Election System and Election Sequencing	<p>After an opportunity for public comment, a Presentation by Dr. Phillips of NDC, Board and staff discussion, Director Gibson made a motion to adopt map 202 with a second from Director Austin and a 5-0 roll call vote.</p> <p>Public Comment: None</p>

<b>9B. HEARING ITEM:</b>	<b>ACTION:</b>
Public Hearing for Adoption of a Resolution Establishing Voting Divisions for Elections and Defining Division Boundaries for the Five Board of Directors Divisions	<p>After an opportunity for public comment, a Presentation by Dr. Phillips, Board and staff discussion, Director Gibson made a motion to accept staff direction to adopt the resolution with plan map 202 as exhibit "A", with a second from Director Replogle and a 5-0 roll call vote.</p> <p>Public Comment: None</p>

- 10. **RECEIVED WRITTEN COMMUNICATIONS:** None
- 11. **LATE RECEIVED WRITTEN COMMUNICATIONS:** Addendum (attached)
- 12. **FUTURE AGENDA ITEMS:**  
Deferred Infrastructure Program (as needed), Lopez Water Contract Amendments (2022), Wastewater CIP (Future year), Social Media Policy/Live Stream Board Meetings (as directed), Bill insert/mailling policy (as directed), Policy & Procedure Manual review (As directed), CSDA Transparency Certification (as directed), Solid Waste Education Center (As directed), Measure A-22 Town Hall Meeting (April 30, 2022 at 1:30 PM)
- 13. **FUTURE HEARING ITEMS:** None
- 14. **CLOSED SESSION:** None
- 15. **ADJOURNMENT:** Approximately 7:07 pm



March 21, 2022

Re: 2022 OEDC WORK PLAN 3.1.22

TO: Nick Alter  
CC: OEDC PAC; OAC

FROM: Oceano Advisory Council

Dear Nick,

The Oceano Advisory Council (OAC) has reviewed the document and appreciates the opportunity to share the following reactions. We were disappointed you declined our invitation to meet with us on March 10 to discuss our questions and concerns.

I.A.

From information presented at the March 16 Project Advisory Council meeting it appears this report will not be available for some time into the future. What is the new expected date?

I.C.

In addition to emailing the report to OAC, we expect a public presentation by the principles which includes significant time for public questions and discussion. OAC will schedule a special meeting for this.

II.A.1.

The OAC requests that the Spring 2022 City Regional Planning (CRP) studio include the SLO Council of Governments ATP Grant Proposal for a \$17 million curb, gutter, sidewalk, and flood control infrastructure project. Specifically, we request that the CRP team research and recommend coordination and funding for a concurrent street lighting project (for which OCSD has authority).

On March 16 the CRP students presentation on transportation infrastructure in Oceano displayed a poor understanding of the historical and current situation of what is happening and

the dynamics of preparing a ATP grant application (for example, identifying the Safe Routes Project as lead agency rather than SLOCOG). A closer relationship between the students and the leaders of this grant proposal needs to be developed. Offers by OAC have not been responded to.

III.

We are extremely concerned that this section is devoid of any reference to specific Oceano individuals or organizations as valuable sources of input and advice on land use and development strategies for the community (other than OCSD). For example, the names of four specific individuals are listed. Not one is from our community. For example, three organizations are mentioned. Not one is from our community. In fact, two of the organizations are on record as supporting the continued operations of the SVRA and vehicles on the Oceano beach and, in the case of SOCO Chamber, formally rejected OAC as a member of their organization and refused to work with us, instead promoting VACO.

The organizations listed have no history or record of supporting the general Oceano community and represent profit-oriented business and development interests. The OEDC, in its literature, has promoted equitable economic development with an emphasis on social and environmental justice. We see no reference to these values, nor do we see any organizations (including Latino organizations) or individuals listed from such organizations.

The fact that the OAC is not listed as a “Key Organization” is of profound concern to us. We are an official body of SLO County and report to the Board of Supervisors on planning and development issues in Oceano. To ignore us is tantamount and symbolic of ignoring the people of Oceano—or, at least, gives that impression. Additionally, no other Oceano based organization is indicated as being “Key:” not the Oceano Beach Community Association; not VACO; not the schools. Given the history of County neglect of the community it is hugely disappointing that the OEDC would perpetuate the appearance of such disrespect.

Finally, our representative to the PAC has expressed concern that there is a lack of transparency regarding what specific issues are involved in the delay of the community survey and what steps are being taken to successfully complete the project.

Sincerely and on behalf of the Océano Advisory Council,

Allene Villa/Chair



# Oceano Community Services District

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

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

**Date:** April 13, 2022

**To:** Board of Directors

**From:** Carey Casciola, Business and Accounting Manager

**Subject:** Agenda Item #7(B): 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
	59474 - 59514	
<b>Disbursements:</b>		
Regular Payable Register - paid 04/07/2022	59474 - 59504	\$ 60,371.95
Customer U/B Deposit & Reim Agreement Refunds - paid 04/07/2022	59505 - 59507	\$ 1,616.38
Subtotal:		\$ 61,988.33
<b>Reoccurring Payments for Board Review (authorized by Resolution 2020-06):</b>		
Payroll Disbursements - PPE 03/26/2022	N/A	\$ 34,435.63
Board Member Stipend - March 2022	N/A	\$ 484.43
Reoccurring Utility Disbursements - paid 04/07/2022	59508 - 59514	\$ 10,127.78
Subtotal:		\$ 45,047.84
Grand Total:		\$ 107,036.17

### 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: 059474 THRU 059504

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE	
CHECK:	-----								
1-1001-000	4/07/2022	CHECK	059474	ADAMSKI MOROSKI MADDEN CUMBERL	3,170.00CR	OUTSTND	A	0/00/0000	LEGAL SERVICES
1-1001-000	4/07/2022	CHECK	059475	AQUA-METRIC	4,805.67CR	OUTSTND	A	0/00/0000	METERS - INVENTORY & REIMBURSABLE
1-1001-000	4/07/2022	CHECK	059476	ARAMARK	271.67CR	OUTSTND	A	0/00/0000	UNIFORMS
1-1001-000	4/07/2022	CHECK	059477	BRISCO'S	53.86CR	OUTSTND	A	0/00/0000	SYSTEM PARTS
1-1001-000	4/07/2022	CHECK	059478	BURDINE PRINTING & GRAPHICS	2,516.63CR	OUTSTND	A	0/00/0000	U/B MAIL & POSTAGE, INSERT
1-1001-000	4/07/2022	CHECK	059479	BRENT SARKISON DBA CALTEC COMP	30.00CR	OUTSTND	A	0/00/0000	MONTHLY STD BKUP
1-1001-000	4/07/2022	CHECK	059480	CITY OF ARROYO GRANDE	3,149.78CR	OUTSTND	A	0/00/0000	WHEELING SVCS
1-1001-000	4/07/2022	CHECK	059481	CONTRACTOR'S MAINTENANCE SERVI	50.02CR	OUTSTND	A	0/00/0000	SYSTEM PARTS
1-1001-000	4/07/2022	CHECK	059482	DICKSON	92.31CR	OUTSTND	A	0/00/0000	OFFICE SUPPLIES
1-1001-000	4/07/2022	CHECK	059483	DIVERSIFIED PROJECT SERVICES I	1,252.50CR	OUTSTND	A	0/00/0000	ENGR SVCS
1-1001-000	4/07/2022	CHECK	059484	ENERGY LINK INDUSTRIAL SERVICE	502.50CR	OUTSTND	A	0/00/0000	EQUIPMENT MAINTENANCE
1-1001-000	4/07/2022	CHECK	059485	FAMCON PIPE & SUPPLY, INC.	447.10CR	OUTSTND	A	0/00/0000	SYSTEM PARTS
1-1001-000	4/07/2022	CHECK	059486	SLO CO FARM SUPPLY CO INC, DBA	51.70CR	OUTSTND	A	0/00/0000	OCSD YARD SUPPLIES
1-1001-000	4/07/2022	CHECK	059487	ICONIX WATERWORKS (US) INC.	11.29CR	OUTSTND	A	0/00/0000	SYSTEM PARTS
1-1001-000	4/07/2022	CHECK	059488	J.B. DEWAR, INC.	805.10CR	OUTSTND	A	0/00/0000	FUEL
1-1001-000	4/07/2022	CHECK	059489	MIER BROS.	215.50CR	OUTSTND	A	0/00/0000	STRUCTURE IMPROVEMENT
1-1001-000	4/07/2022	CHECK	059490	MINER'S ACE HARDWARE, INC.	17.39CR	OUTSTND	A	0/00/0000	SYSTEM PARTS
1-1001-000	4/07/2022	CHECK	059491	NOBLE SAW, INC	45.00CR	OUTSTND	A	0/00/0000	EQUIPMENT MAINTENANCE
1-1001-000	4/07/2022	CHECK	059492	ONE COOL EARTH	2,495.00CR	OUTSTND	A	0/00/0000	SCHOOL OUTREACH PGM
1-1001-000	4/07/2022	CHECK	059493	PETTY CASH	7.58CR	OUTSTND	A	0/00/0000	BACKFLOW RETN RCPT/CERT MAIL
1-1001-000	4/07/2022	CHECK	059494	QUILL CORPORATION	38.60CR	OUTSTND	A	0/00/0000	OFFICE PARTS
1-1001-000	4/07/2022	CHECK	059495	R&R ROLL-OFF LLC	1,093.72CR	OUTSTND	A	0/00/0000	GARBAGE CLEANUP



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: 059474 THRU 059504

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE	
<b>CHECK:</b>									
1-1001-000	4/07/2022	CHECK	059496	SCOTT O'BRIEN FIRE & SAFETY CO	414.59CR	OUTSTND	A	0/00/0000	EQUIPMENT MAINTENANCE
1-1001-000	4/07/2022	CHECK	059497	SLO CO DEPT OF PUBLIC WORKS	49.18CR	OUTSTND	A	0/00/0000	CIP-PROP1 STRM WTR PLAN CHECKS
1-1001-000	4/07/2022	CHECK	059498	SLO CO PUBLIC HEALTH DEPT.	604.00CR	OUTSTND	A	0/00/0000	BACKFLOW SVCS
1-1001-000	4/07/2022	CHECK	059499	SM TIRE, INC	805.98CR	OUTSTND	A	0/00/0000	VEHICLE MAINTENANCE
1-1001-000	4/07/2022	CHECK	059500	TARGET SOLUTIONS LEARNING, LLC	1,532.51CR	OUTSTND	A	0/00/0000	ANNUAL SOFTWARE MAINTENANCE
1-1001-000	4/07/2022	CHECK	059501	THE TRIBUNE	351.21CR	OUTSTND	A	0/00/0000	ANNUAL SUBSCRIPTION
1-1001-000	4/07/2022	CHECK	059502	TOLMAN & WIKER INSURANCE SERVI	34,324.00CR	OUTSTND	A	0/00/0000	INSURANCE
1-1001-000	4/07/2022	CHECK	059503	USA BLUEBOOK	410.51CR	OUTSTND	A	0/00/0000	SYSTEM PARTS
1-1001-000	4/07/2022	CHECK	059504	WATER SYSTEMS CONSULTING, INC.	757.05CR	OUTSTND	A	0/00/0000	NCMA 2021 ANNUAL REPORT
TOTALS FOR ACCOUNT 1-1001-0				CHECK	TOTAL:	60,371.95CR			
				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:	60,371.95CR			
				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: 059505 THRU 059507

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE	
<b>CHECK:</b>									
1-1001-000	4/07/2022	CHECK	059505	ZARATE, IGNACIO	90.20CR	OUTSTND	A	0/00/0000	<b>U/B ACCOUNT DEPOSIT REFUND</b>
1-1001-000	4/07/2022	CHECK	059506	SANCHEZ, AQUILINA	26.18CR	OUTSTND	A	0/00/0000	<b>U/B ACCOUNT DEPOSIT REFUND</b>
1-1001-000	4/07/2022	CHECK	059507	JONATHAN DIAL	1,500.00CR	OUTSTND	A	0/00/0000	<b>REIM AGREEMENT REFUND</b>
<b>TOTALS FOR ACCOUNT 1-1001-0</b>				CHECK	<b>TOTAL:</b>	1,616.38CR			
				DEPOSIT	<b>TOTAL:</b>	0.00			
				INTEREST	<b>TOTAL:</b>	0.00			
				MISCELLANEOUS	<b>TOTAL:</b>	0.00			
				SERVICE CHARGE	<b>TOTAL:</b>	0.00			
				EFT	<b>TOTAL:</b>	0.00			
				BANK-DRAFT	<b>TOTAL:</b>	0.00			
<b>TOTALS FOR POOLED CASH FUND</b>				CHECK	<b>TOTAL:</b>	1,616.38CR			
				DEPOSIT	<b>TOTAL:</b>	0.00			
				INTEREST	<b>TOTAL:</b>	0.00			
				MISCELLANEOUS	<b>TOTAL:</b>	0.00			
				SERVICE CHARGE	<b>TOTAL:</b>	0.00			
				EFT	<b>TOTAL:</b>	0.00			
				BANK-DRAFT	<b>TOTAL:</b>	0.00			

**Payroll Summary Report**  
**Board of Directors - Agenda Date April 13, 2022**

	(*)	
<u>Gross Wages</u>	3/12/2022	3/26/2022
Regular	\$28,214.34	\$29,557.28
Overtime Wages	\$799.60	\$234.76
Stand By	\$600.00	\$450.00
	<u>\$29,613.94</u>	<u>\$30,242.04</u>
Cell Phone Allowance	\$75.00	\$0.00
Total Wages	<u>\$29,688.94</u>	<u>\$30,242.04</u>
<b><u>Disbursements</u></b>		
Net Wages	\$22,705.09	\$23,661.90
State and Federal Agencies	\$4,809.88	\$5,014.28
CalPERS - Normal	\$5,599.50	\$5,599.49
SEIU - Union Fees	\$159.96	\$159.96
Total Disbursements processed with Payroll	<u>\$33,274.43</u>	<u>\$34,435.63</u>
Health (Disbursed with reoccurring bills)	\$6,319.46	\$0.00
Total District Payroll Related Costs	<u>\$39,593.89</u>	<u>\$34,435.63</u>

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

**Board Member Stipend Summary Report  
Board of Directors - Agenda Date April 13, 2022**

	(*)	
<b>Gross Stipends</b>	2/28/2022	3/31/2022
Board Member Stipends	<u>\$450.00</u>	<u>\$450.00</u>
Gross Stipends	<u><u>\$450.00</u></u>	<u><u>\$450.00</u></u>
<b>Disbursements</b>		
Net Stipends	\$415.57	\$415.57
State and Federal Agencies	\$68.86	\$68.86
Total Disbursements processed with Stipends	<u><u>\$484.43</u></u>	<u><u>\$484.43</u></u>

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



# Oceano Community Services District

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

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

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## DIRECTOR'S MONTHLY REQUEST FOR COMPENSATION FOR MEETING ATTENDANCE

NAME: Cynthia Replogle

DATE: 03-23-2022

FOR THE MONTH OF: March 2022

8.1 Each Director is authorized to receive one hundred dollars (\$100.00) as compensation for each regular or special meeting of the Board and fifty dollars (\$50.00) for each committee meeting attended by him or her.

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

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

MEETING DATES: 03/09 and 03/23

No. of Meetings 2 x \$100.00 = \$ 200.

### COMMITTEE MEETING(S) OR OTHER REIMBURSEMENT(S)

DATE: \_\_\_\_\_ MEETING: \_\_\_\_\_ AMOUNT: \$ \_\_\_\_\_

DATE: \_\_\_\_\_ MEETING: \_\_\_\_\_ AMOUNT: \$ \_\_\_\_\_

DATE: \_\_\_\_\_ MEETING: \_\_\_\_\_ AMOUNT: \$ \_\_\_\_\_

DATE: \_\_\_\_\_ MEETING: \_\_\_\_\_ AMOUNT: \$ \_\_\_\_\_

TOTAL COMPENSATION: \$ 200.

SIGNATURE:  \_\_\_\_\_



# Oceano Community Services District

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

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

RECEIVED

MAR 28 2022

## DIRECTOR'S MONTHLY REQUEST FOR COMPENSATION FOR MEETING ATTENDANCE

NAME: KAREN M. WHITE

DATE: 3/24/2022

FOR THE MONTH OF: MARCH

8.1 Each Director is authorized to receive one hundred dollars (\$100.00) as compensation for each regular or special meeting of the Board and fifty dollars (\$50.00) for each committee meeting attended by him or her.

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

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

MEETING DATES: 3/9/2022 and 3/22/2022  
No. of Meetings 2 x \$100.00 = \$ 200<sup>00</sup>/100

### COMMITTEE MEETING(S) OR OTHER REIMBURSEMENT(S)

DATE: <u>3/18/2022</u>	MEETING: <u>Five Cities Ferie</u>	AMOUNT: \$ <u>50<sup>00</sup>/100</u>
DATE: <u>3/22/2022</u>	MEETING: <u>Zoe 1-1A</u>	AMOUNT: \$ <u>0</u>
DATE: <u>3/9/2022</u>	MEETING: <u>VACO</u>	AMOUNT: \$ <u>0</u>
DATE: <u>3/10/2022</u>	MEETING: <u>OAC</u>	AMOUNT: \$ <u>0</u>

TOTAL COMPENSATION: \$ 250<sup>00</sup>/100

SIGNATURE 



# Oceano Community Services District

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

RECEIVED

MAR 28 2022

Meeting Date: 3/18/2022

Director Name: KAREN M. WHITE

Public Meeting / Hearing: Five Cities Fire Authority

Notes: Meeting held in person Grover Beach City Hall

① Approved "Unqualified" Audit of FCFA with no problems presented for fiscal year ending 6/3/2021

② Authorized the disposal of surplus Auto 2006 Ford Expedition with nearly ~~200,000~~ 200,000 miles - will be sold

③ Fire Chief Steve Lutzman reported draft of 2022-2023 fiscal budget should be ready for bd review in April - Expect increased costs for fuel, etc

Attached: Agenda / Other Documents  Yes  No

[Redacted Signature]

Signature



# Oceano Community Services District

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

RECEIVED

MAR 28 2022

Meeting Date: 3/22/2022

Director Name: KAREN M. WHITE

Public Meeting / Hearing: Zone 1-1A SLO Co Flood Control  
& water conservation District

Notes: A report was presented by Nathan Flood public works, on Arroyo Grande Creek channel maintenance - noting noxious weeds were being removed and creek bed was dry. He also reported progress on Meadow Creek Floodgate improvement project at mouth of creek. A May workshop is scheduled to look at 3 proposals on how engineers envision this work project.

Next meeting slated 3pm Th. May 17 at Oceano Sheriff's substation

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

Signature



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: 059508 THRU 059514

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT----	STATUS	FOLIO	CLEAR DATE	
<b>CHECK:</b>									
1-1001-000	4/07/2022	CHECK	059508	MAP COMMUNICATIONS, INC. DBA A	248.59CR	OUTSTND	A	0/00/0000	ANSWERING SVC
1-1001-000	4/07/2022	CHECK	059509	AGP VIDEO INC.	1,400.00CR	OUTSTND	A	0/00/0000	BOD MEETING TELECONF ARCHIVE SVC
1-1001-000	4/07/2022	CHECK	059510	COASTAL COPY, INC.	230.05CR	OUTSTND	A	0/00/0000	COPIES/MAINTENANCE
1-1001-000	4/07/2022	CHECK	059511	DE LAGE LANDEN FINANCIAL SERVI	150.15CR	OUTSTND	A	0/00/0000	COPIER LEASE
1-1001-000	4/07/2022	CHECK	059512	HIRIARTE'S INDOOR CLEANING SER	825.00CR	OUTSTND	A	0/00/0000	CLEANING SERVICE
1-1001-000	4/07/2022	CHECK	059513	PACIFIC GAS & ELECTRIC	7,041.26CR	OUTSTND	A	0/00/0000	UTILITY
1-1001-000	4/07/2022	CHECK	059514	VERIZON WIRELESS	232.73CR	OUTSTND	A	0/00/0000	FIELD CELL SVC
TOTALS FOR ACCOUNT 1-1001-0				CHECK	TOTAL:	10,127.78CR			
				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:	10,127.78CR			
				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

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**Date:** April 13, 2022

**To:** Board of Directors

**From:** Will Clemens, General Manger

**Subject:** **Agenda Item #7(c):** Approval of a letter of support for the San Luis Obispo County Planning and Building Department's recommendation to include the Oceano Community Services District's Water Tank Rehabilitation Project for 2022 Community Development Block Grant Funds.

## Recommendation

It is recommended that the Board approve and authorize the President to sign the attached letter of support for the San Luis Obispo County Planning and Building Department's recommendation to include the Oceano Community Services District's Water Tank Rehabilitation Project for 2022 Community Development Block Grant Funds.

## Discussion

The District's Water Resource Reliability Program (WRRP) includes a list of capital improvement projects. On October 27, 2021, your Board approved a motion supporting a grant application to the San Luis Obispo County Planning and Building Department's Community Development Block Grant Funds to fund the District's Water Tank Rehabilitation Project (Project 1-13) of the District's WRRP. The County of San Luis Obispo Planning and Building Department staff has included the District's project in their recommendations to the Board of Supervisors. The recommendation will be considered at the Action Plan Hearing on April 19, 2022, and the County's Draft Action Plan is attached.

## Other Agency Involvement

County of San Luis Obispo Planning and Building Department.

## Financial Considerations

The grant total estimated allocation is \$1,772,309 with \$724,181 for County/unincorporated areas. The request for this project is \$225,000. Estimated project and grant administration costs are \$27,000 which will come from the Water fund budget.



# Oceano Community Services District

Board of Directors Meeting

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## Results

Pursuing grant revenues and project development supports a well-governed, healthy, and livable community.

Attachments:

- Letter of Support
- SLO County Planning Draft Action Plan Recommendations



## Oceano Community Services District

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

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

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April 13, 2022

County of San Luis Obispo  
Board of Supervisors  
CDBG 2022 Action Plan Projects

**SUBJECT: THE COUNTY OF SAN LUIS OBISPO 2022 DRAFT ACTION PLAN PROJECTS RECOMMENDATIONS FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR THE OCEANO COMMUNITY SERVICES DISTRICT PUBLIC FACILITIES – WATER TANK REHABILITATION**

Dear Board Supervisors,

The Oceano Community Services District (OCSD) writes this letter in support of the OCSD's Water Tank Rehabilitation Project (Project), submitted to the San Luis Obispo County Planning Department for funding under the County of San Luis Obispo Community Development Block Grant (CDGB) Program.

The OCSD represents the Disadvantaged Community (DAC) of Oceano in San Luis Obispo County. This is the third consecutive year that OCSD has applied for CDBG funds for the Project which is identified in the OCSD Water Resource Reliability Program (WRRP). The Project is part of system-wide improvements to the OCSD potable drinking water system. The Project will rehabilitate a 297,000-gallon storage tank that provides drinking water to the entire community of Oceano. The Project will benefit this DAC community by preventing potential health and safety issues from arising due to deterioration of the water tank and by financially assisting the OCSD to implement this improvement.

Please accept this letter as our endorsement of the Project and our commitment to participate in future outreach and planning activities with the community related to this Project.

Sincerely,

Karen M. White  
President

2022 Action Plan Projects Draft Recommendations	CDBG							ESG	HOME	HOME-ARP	Title 29	PLHA
	Housing	Arroyo Grande	Atascadero	Morro Bay	Paso Robles	Pismo Beach	San Luis Obispo					
Olmeda Transitional Housing (FCN)										\$44,210.00		\$155,789.68
Cambria Pines (PSHH)									\$545,449.80	\$1,025,000.00		
Del Rio Ridge (PSHH)								\$139,465.00		\$690,000.00	\$229,700.00	
AG Affordable Housing (HASLO)											\$54,274.00	
Pismo Beach Affordable Senior Housing (HASLO)									\$249,000.00	\$345,000.00	\$250,987.00	
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$139,465.00	\$0.00	\$794,449.80	\$2,104,210.00	\$534,961.00	\$155,789.68
Public Services	CDBG							ESG	HOME	HOME-ARP	General Fund Support	PLHA
	Arroyo Grande	Atascadero	Morro Bay	Paso Robles	Pismo Beach	San Luis Obispo	Co. of San Luis Obispo					
40 Prado (CAPSLO)												\$109,598.00
Adult Day Center (CAPSLO)				\$13,495.00			\$74,132.00		\$85,246.34			
Homeless Shelter (ECHO)		\$8,524.00		\$12,095.00						\$40,240.69	\$76,302.00	\$125,514.32
Youth Activities Scholarship (Atascadero Community Services Foundation)		\$11,029.00										
Homeless Prevention, Rapid Re-Housing, Subsistence payments, outreach (SCHC)	\$13,000.00	\$1,644.00	\$900.00	\$3,500.00	\$5,245.00			\$24,003.17	\$56,830.89		\$25,100.00	
Supportive Housing (PSHH)			\$7,748.00	\$6,185.00								
(CAPSLO)(ECHO)(SCHC)												\$328,957.00
Emergency Assistance (Lumina)											\$42,000.00	
	\$13,000.00	\$21,197.00	\$8,648.00	\$35,275.00	\$5,245.00	\$74,132.00	\$108,627.00	\$142,077.23	\$0.00	\$0.00	\$253,000.00	\$454,471.32
Public Facilities	CDBG							ESG	HOME	HOME-ARP	General Fund Support	PLHA
	Arroyo Grande	Atascadero	Morro Bay	Paso Robles	Pismo Beach	San Luis Obispo	Co. of San Luis Obispo					
Water Res Rehab Project (OCSD)										\$225,000.00		
Santa Rosa Barrier Removal (Atascadero)		\$115,499.00										
Housing and PF Project (SLO)							\$385,483.00					
Barrier Removal Project (Pismo)					\$25,176.00							
Curb Ramp and Sidewalk Improvement Project (AG)	\$56,333.00											
17th Street Pedestrian Improvements (Paso Robles)				\$152,856.00								
Small Business TA (MCSC)								\$65,000.00				
	\$56,333.00	\$115,499.00	\$0.00	\$152,856.00	\$25,176.00	\$385,483.00	\$290,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Planning & Capacity Building												
Capacity Building	\$6,076.00					\$17,297.00						
Homeless Management Information Systems (HMIS)							\$15,290.00					
	\$6,076.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,297.00	\$15,290.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Administration												
Administration (jurisdiction retains)		\$9,763.00	\$4,036.00	\$16,462.00		\$17,297.00	\$129,546.00	\$11,519.00	\$88,272.00	\$494,192.85		
Cities Admin share to the County ( <i>Share added to County's total</i> )	\$11,267.00	\$18,130.00	\$7,495.00	\$30,571.00	\$4,546.00	\$64,247.00						
<b>County Admin Totals</b>							\$281,092.00	\$11,519.00	\$88,272.00	\$494,192.85		



# Oceano Community Services District

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

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

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**Date:** April 13, 2022

**To:** Board of Directors

**From:** Will Clemens, General Manger

**Subject:** **Agenda Item #7(d):** Approval of an Application for Community Project Funding and Letter of Support through the Office of Congressman Salud Carbajal for Projects in the District's Water Resource Reliability Program.

## Recommendation

It is recommended that the Board:

1. Approve an Application for Federal Community Project Funding through the Office of Congressman Salud Carbajal for Projects in the District's Water Resource Reliability Program.
2. Approve and authorize the President to sign the attached letter of support.

## Discussion

The District's Water Resource Reliability Program includes a list of capital improvement projects that will repair and upgrade aging, undersized, and leaking waterlines throughout the community. The District received the attached invitation to apply for Federal Community Project Funding through the Office of Salud Carbajal.

## Other Agency Involvement

If successful, funding would most likely come from the Environmental Protection Agency.

## Financial Considerations

The District currently has \$1,160,530 in shovel ready projects with design completed that it will include in the application. A State or local match of \$232,106 would be required and the District will concurrently pursue State Prop 1 grant funding to cover the matching requirement.

## Results

Pursuing grant revenues supports a well-governed, healthy, safe, and livable community.

Attachments:

- Funding Invitation
- Letter of Support

**From:** [Haas, Greg](#)  
**To:** [Vice President White](#); [Will Clemens](#)  
**Subject:** Congressman Carbajal: FY23 Community Project Funding  
**Date:** Thursday, March 31, 2022 1:43:12 PM  
**Attachments:** [FY2023 CPF Approps Resource Guide for District Stakeholders \(1\).pdf](#)

---

Good Afternoon President White,

The Congressman is excited to announce **FY23 Community Project Funding**, a supplement to the traditional federal appropriations process that allows for direct project inclusion in federal appropriation bills. This is similar to what used to be referred to as an “earmark” but comes with added restrictions and requirements to prevent misuse including:

- Only non-profit entities are eligible (local government, special districts, non-profits)
- Limited to the criteria established by each committee (**see resource guide**)
- Demonstrated community support via letters from elected leaders, resolutions, community development plans, media
- Must have matching state/local government funds
- Project funding for FY 2023 – one-time funding
- Each member will be allowed to submit 15 projects total to the appropriations committees for consideration. Not all 15 projects that are submitted will be guaranteed funding.

**The project proposal deadline: April 14, 2022.**

*If additional time is needed, please reach out to me directly.*

Projects can be submitted on the Congressman’s website: <https://carbajal.house.gov/constituent-services/community-project-funding.htm>

Additionally, given the limited number of projects that can be submitted by the Congressman, we want to impress that projects with widely demonstrated community support will be held in higher consideration.

Please take some time to review the criteria in the attached **Community Project Funding Resource Guide** and should you have any questions regarding your project, please reach out to me directly.

Greg Haas  
Senior District Representative  
Congressman Salud Carbajal (CA-24)  
1411 Marsh St., Ste 205  
San Luis Obispo, CA 93401  
(805) 546-8348w  
(805) 699-1442c  
(805) 439-3574fx  
[Greg.Haas@mail.house.gov](mailto:Greg.Haas@mail.house.gov)

<https://carbajal.house.gov/>

**New COVID-19 Protocols:** Per guidance from the [Centers for Disease Control](#), community members are encouraged to take precautions, including cleaning your hands often, wearing masks, practicing social distancing, and staying home as much as possible to further reduce risk of being exposed to COVID-19. The Congressional Offices are currently closed, but you may contact us via phone, email or fax.



## Oceano Community Services District

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

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

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April 13, 2022

Congressman Salud Carbajal  
1411 Marsh St., Ste. 205  
San Luis Obispo, CA 93401

SUBJECT: FY23 COMMUNITY PROJECT FUNDING REQUEST

Dear Congressman Carbajal,

The Oceano Community Services District (OCSD) writes this letter in support of the OCSD's Water Resource Reliability Program (WRRP) Waterline Replacement Projects (Project), submitted to your office for consideration in receiving Community Project Funding for FY23.

The OCSD represents the small Disadvantaged Community (DAC) of Oceano in San Luis Obispo County. The median household income for Oceano is \$39,000 as documented by an income survey prepared by the Rural Community Assistance Corporation. The Project is part of system-wide improvements to the OCSD potable drinking water system. The Project will replace and upgrade aging, undersized, and leaking waterlines that provide drinking water to the entire community of Oceano. The Project will benefit this DAC community by preventing potential health and safety issues from arising due to deterioration of the waterlines and by financially assisting the OCSD to implement these improvements. The WRRP Project is also included in the San Luis Obispo County Integrated Regional Water Management Plan current list of projects. This plan has 29 participating agencies within the County indicating the regional significance of the WRRP Project.

Please accept this letter as our endorsement of the Project and our commitment to participate in future outreach and planning activities with the community related to this Project. Thank you for your consideration.

Sincerely,

Karen M. White  
President





## Oceano Community Services District

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

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

---

**Date:** April 13, 2022

**To:** Board of Directors

**From:** Will Clemens, General Manager

**Subject: Agenda Item #8(a): Consideration of Appointing Financial Consultants for the USDA Financing of the Water System Improvement Projects**

### **Recommendation**

It is recommended that your Board appoint Weist Law LLP as Bond Counsel and California Municipal Advisors LLC as Municipal Advisor, for the USDA Financing of the Water System Improvement Projects and authorize the General Manager to enter into the attached consulting agreements with each of these firms.

### **Discussion**

The District has previously retained Cannon Engineering (Cannon) to update the current water master plan for the District, and to develop a list of proposed projects (the "Projects") in order of priority to be implemented over a ten year timeframe. Some projects have been completed and others are currently in progress, funded through various grants obtained and water rates. Staff continues to pursue various grant opportunities such as Federal CDBG and Community Project Funds, State Prop 1 funds, etc. However, because interest rates are at historic lows, it makes financial sense to complete the balance of projects that do not receive grant funding by issuing debt.

The debt program with the lowest annual cost to ratepayers is funded by the United States Department of Agriculture (USDA). Cannon has also been retained to prepare a "Preliminary Engineers Report" or "PER." The PER is a required part of the application process needed to receive USDA funding for the Projects.

The USDA guidelines require the analysis and discovery of implications for project related factors that include, but are not limited to, environmental impact(s), project sustainability, technical feasibility, water and energy efficiency, economic feasibility, life-cycle analysis, and the awareness and support of the public. These factors, implications, and costs are discussed in the PER.



## Oceano Community Services District

Board of Directors Meeting

---

Cannon has drafted the PER setting forth all the elements required by USDA, establishing the need to upgrade the water system to District standards and to improve overall reliability. The District is now in a position to finalize the USDA application process and focus on the financing aspects of the USDA process.

The USDA financing process is a two-stage undertaking, with stage one requiring the District to seek and arrange short-term bridge financing to pay for the costs of constructing the Projects, and stage two being the execution of the take out financing provided by USDA. Both stages require experienced financial and legal consultants that specialize in these types of municipal bond issuance matters.

The District has in the past (the recent pension UAL refinancing) utilized the services of Weist Law LLP, as Bond Counsel, and California Municipal Advisors LLC, as Municipal Advisor. Both firms are highly qualified to perform the work required for both stages of the financing process required by USDA, having worked on many USDA project financings. The District can be confident that they will help negotiate the best terms possible for the District and its residents.

### **Other Agency Involvement**

The USDA would provide the financing to complete the Projects.

### **Other Financial Considerations**

None at this time. However, because the consultants have agreed to work on a fully contingent basis, only if the financing occurs, would there be cost implications to the District. This includes staff time spent on administrative tasks associated with the financing process and cost of issuance associated with the financing team of \$45,000. Current interest rates on USDA financing are in the range of 2% over a term of 40 years.

### **Results**

Financing the improvements through USDA will take advantage of historically low interest rates and create more budget predictability and save ratepayer money which contributes to a safe, healthy, prosperous, and well-governed community.

### **Attachments:**

Bond Counsel Services Agreement

Financial Advisory Services Agreement

## AGREEMENT FOR BOND COUNSEL SERVICES

**THIS AGREEMENT** is made and entered into this \_\_\_ day of April, 2022 by and between the Oceano Community Services District (the “District”), whose address is 1655 Front Street, Oceano, CA 93445, and The Weist Law Firm (the “Bond Counsel”), whose address is 20 South Santa Cruz Avenue, Suite 300, Los Gatos, California 95030.

### WITNESSETH:

**WHEREAS**, the District desires to cause the issuance of certain municipal bond obligations (the “Bonds”) to be purchased by the United States Department of Agriculture Rural Development Department (the “USDA”), as necessary to provide financing for the Oceano Community Services District, Water System Upgrade Project (the “Project”); and

**WHEREAS**, as a prerequisite to USDA’s commitment to provide long-term Bond financing for the Project, the District is required to procure interim financing in the form of Bond Anticipation Notes (the “Notes”), as well as the long-term take-out financing of the BANs through USDA bonds (the “Bonds,” and together with the Notes, the “Debt Obligations”); and

**WHEREAS**, Bond Counsel has provided services to the District on past debt issuances and has gained detailed knowledge and understanding of District's finances and current debt obligations; and

**WHEREAS**, the District desires to retain Bond Counsel to do the necessary legal work hereinafter outlined, upon the terms and conditions hereinafter set forth, to cause the issuance and delivery of Debt Obligations financing of the Project; and

**WHEREAS**, Bond Counsel is specifically trained and experienced in the conduct of proceedings for the issuance of municipal securities such as the proposed Debt Obligations, and hereby represents that it is ready, willing and able to perform said work; and

**NOW, THEREFORE**, in consideration of the covenants and premises herein contained and other good and valuable consideration, the parties hereto agree as follows:

### **Section 1. Scope of Services.**

**Bond Counsel Services:** Bond Counsel shall provide the following legal services in connection with the preparation of the resolutions, documents, certificates and regulatory forms necessary for the sale and delivery of the Debt Obligations. Such services shall include the following:

1. Consult with representatives of USDA and the District, as well as the District’s financing and accounting staff, engineers, advisors, and others, with respect to the timing, terms and legal structure of each proposed issuance of Debt Obligations.
2. Prepare all resolutions, ordinances, notices, affidavits, Internal Revenue Service forms, indentures, installment sale agreements, lease or loan agreements, and other legal documents customarily prepared by Bond Counsel, as required for the issuance of each series of Debt Obligations (the “Principle Documents”).

3. Review relevant documents prepared by District staff, USDA representatives, financial advisors, or consulting engineers, related to or having a direct bearing on the issuance of the Debt Obligations.
4. Review documentation with respect to any bond provisions, parity debt provisions and reserve fund provisions provided or required by USDA having a bearing on the issuance of the Debt Obligations.
5. Review the various financing structures that may be available to the District for securing the Debt Obligations. Our analysis will examine the range of capital borrowing methods available to the District, including, but not limited to, revenue bonds and certificates of participation.
6. Attend such meetings or hearings of the Board, as well as working group meetings or conference calls as the District may request, and as Bond Counsel deems prudent and necessary.
7. Prepare final closing papers to be executed by the District required to effect delivery of the Debt Obligations and coordination of the closing of the Debt Obligations.
8. Render Bond Counsel's customary final legal opinion on the validity of each series of Debt Obligations and the respective exemption from gross income for federal income tax purposes and from California personal income tax of interest thereon.
9. Prepare the required reports to the California Debt and Investment Advisory Commission (pursuant to section 8855 et seq. of the Government Code) respecting the sale of the Debt Obligations and Form 8038-G to the Internal Revenue Service (pursuant to Section 149 of the Internal Revenue Code of 1986).
10. Prepare transcripts of the legal proceedings, containing originally signed copies of all resolutions, ordinances, legal agreements, disclosure statements, certificates and notices. Two copies shall be provided to the District, and every other member of the financing team shall be provided with one copy each.

**Excluded Services** Bond Counsel's services are limited to those specifically set forth above. Bond Counsel's services do not include representation of the District or any other party to the transaction in any litigation or other legal or administrative proceeding involving any of the Debt Obligations, the Project or any other matter. Bond Counsel's services also do not include legal services relating to the Project, including but not limited to compliance with the California Environmental Quality Act, the National Environmental Policy Act, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, the Hazardous Material Transportation Act, the Resource Conservation and Recovery Act, the Federal Water Pollution Control Act, the Occupational Safety and Health Act, the Safe Drinking Water Act, the Porter-Cologne Water Quality Control Act, the Safe Drinking Water and Toxic Enforcement Act of 1986, the Hazardous Substance Account Act, the Hazardous Waste Control Act, or any determinations pertaining to completion and readiness for acceptance.

Bond Counsel's services also do not include any responsibility for compliance with state blue sky, environmental, land use, real estate or similar laws or for title to or perfection of security interests in real or personal property, including the acquisition of interests in real property, whether through gift, negotiation or the exercise of the power of eminent domain. Bond Counsel's services also do not include any responsibility the negotiation or preparation of joint powers agreements with other agencies. Bond Counsel will not be responsible for the services performed or acts or omissions of any other participant.

Also, Bond Counsel's services relating to a series of Debt Obligations will not extend past the date of issuance of such corresponding series of Debt Obligations and will not, for example, include services related to on-going administration, annexation, rebate compliance or continuing disclosure or otherwise related to the Debt Obligations, proceeds of the Debt Obligations or a refunding after issuance of the Debt Obligations.

Bond Counsel may be willing to perform such excluded services on such terms as might be mutually agreed to at the time of need. The performance by Bond Counsel of services excluded by the above paragraph, if required by the District, shall be under separate written agreement.

## **Section 2. Compensation.**

(a) Legal Fees for Bond Counsel Services in Connection with the Project. For each series of Debt Obligations issued by the District in connection with the Project, Bond Counsel shall be paid a flat fee of \$29,500. This fee shall be increased by \$2,500 on the twelfth month anniversary of this Agreement and each for each twelfth month anniversary thereafter until either the Debt Obligations are issued or this Agreement is terminated in accordance with Section 3 below.

(b) Out-of-Pocket Expenses. In addition to the legal fees, Bond Counsel shall be reimbursed its normal and customary out-of-pocket expenses, including travel (including at of office fee of \$650 per day of travel) and customary mileage rates; parking charges and bridge tolls as incurred, photocopies at forty-five cents per page, transcript preparation (which are expensed at \$400 per transcript) and distribution; telephone and facsimile charges as incurred, and postage and express delivery charges as incurred for each series of Debt Obligations issued.

(c) Miscellaneous Legal Services. If and to the extent Bond Counsel is requested in writing (with a return written acknowledgment by Bond Counsel) by the General Manager to perform legal services that are outside the scope of services set forth in Section 1, Bond Counsel shall be paid at the agreed upon hourly rate.

## **Section 3. Termination of Agreement and Legal Services.**

This Agreement and all legal services to be rendered under it may be terminated at any time by written notice from either party, with or without cause. In that event, all finished and unfinished documents prepared for adoption or execution by the District, shall, at the option of the District, become its property and shall be delivered to it or to any party it may designate; provided that Bond Counsel shall have no liability whatsoever for any subsequent use of such documents. In the event of termination by the District, Bond Counsel shall be paid for all services rendered (it being hereby agreed that not less than 80% of legal fees are deemed earned upon Bond Counsel's distribution of the Principal Documents), unless the termination is made for cause, in which event compensation, if any, shall be adjusted in the light of the particular facts and circumstances involved in the termination. This continuing right to receive compensation shall survive the term of this Agreement.

If not sooner terminated as aforesaid, this Agreement and all legal services to be rendered under it shall terminate upon issuance of the final series of Debt Obligations contemplated in this Agreement. Upon

termination, Bond Counsel shall have no future duty of any kind to or with respect to the Project, the Debt Obligations or the District.

**Section 4. Nature of Engagement.**

The District acknowledges that Bond Counsel regularly performs legal services for many private and public entities in connection with a wide variety of matters. Bond Counsel has represented, is representing or may in the future represent other public entities, underwriters, trustees, rating agencies, insurers, credit enhancement providers, lenders, contractors, suppliers, financial and other consultants/advisors, accountants, investment providers/brokers, providers/brokers of derivative products and others who may have a role or interest in the Debt Obligations or the Project or that may be involved with or adverse to the District in this or some other matter. Bond Counsel agrees not to represent any such entity in connection with the Debt Obligations during the term of this Agreement, without the consent of the District.

Given the special, limited role of Bond Counsel described above, the District hereby waives any conflict of interest that might appear actually or potentially to exist, now or in the future, by virtue of this Agreement or any such other attorney-client relationship that Bond Counsel may have had, have or enter into, and except where Bond Counsel subsequently represents another client in the same or a substantially related matter in which the prospective client's interests are materially adverse to District's interests, the District specifically consents to any and all such relationships.

**Section 5. Standards of Professional Conduct.**

Bond Counsel and every employee thereof shall provide their services, advice and any reports in full compliance with all applicable law and professional standards. Bond Counsel represents that it is specially trained, experienced, expert and competent to perform the services required under this Agreement, and that each individual providing legal services is a member in good standing of the State Bar and is licensed to practice in California. Bond Counsel certifies that it will not accept representation in any matters, including litigation, under this Agreement if it or any employee thereof has any personal or financial interest therein.

Bond Counsel certifies that it accepts this retention because it has the time, energy, skills and ability necessary to perform the duties required in an efficient, trustworthy, professional and businesslike manner. It is understood that the services under this Agreement must be provided immediately, and that they are time-critical. Bond Counsel is engaged by District for its unique qualifications and skills.

Bond Counsel shall not subcontract, delegate or assign the services to be provided under this Agreement, in whole or in part, to any other person or entity not employed in Bond Counsel's firm without consent of District.

Bond Counsel agrees that it will comply with all ethical duties, will maintain the integrity of the Bond Counsel-client relationship, and will take all steps available to preserve all applicable legal privileges, confidences, and records from disclosure; however, where it is contended by third parties the Bond Counsel's work product or attorney-client privileged communications are subject to disclosure, and District directs Bond Counsel to not disclose the records, District agrees to indemnify Bond Counsel from any cost or expense related to protecting said records from disclosure.

**Section 6. No Guarantee of Outcome.**

District hereby acknowledges and agrees that this is a best efforts undertaking, and that no guarantee of success or outcome has been, or can be, made by Bond Counsel.

**Section 7. Arbitration.**

Any controversy, claim or dispute arising out of or relating to this Agreement, shall be settled solely and exclusively by binding arbitration in San Jose, California. Such arbitration shall be conducted in accordance with the then prevailing commercial arbitration rules of JAMS/Endispute (“JAMS”), with the following exceptions if in conflict: (a) one arbitrator shall be chosen by JAMS; (b) each party to the arbitration will pay its pro rata share of the expenses and fees of the arbitrator, together with other expenses of the arbitration incurred or approved by the arbitrator; and (c) arbitration may proceed in the absence of any party if written notice (pursuant to the JAMS’ rules and regulations) of the proceedings has been given to such party. Each party shall bear its own attorneys fees and expenses.

The parties agree to abide by all decisions and awards rendered in such proceedings. Such decisions and awards rendered by the arbitrator shall be final and conclusive. All such controversies, claims or disputes shall be settled in this manner in lieu of any action at law or equity; provided however, that nothing in this Section shall be construed as precluding the bringing an action for injunctive relief or other equitable relief. The arbitrator shall not have the right to award punitive damages or speculative damages to either party and shall not have the power to amend this Agreement. The arbitrator shall be required to follow applicable law. If for any reason this arbitration clause becomes not applicable, then each party submits to the ongoing jurisdiction of the state of California and/or the United States District Court for the enforcement hereof.

**Section 8. Indemnification.**

District agrees that it will indemnify and hold harmless Bond Counsel and its affiliates, and its and their respective directors, officers, employees, agents and controlling persons (Bond Counsel and each such person being an “Indemnified Party”) from and against any and all losses, claims, damages and liabilities, joint or several, as incurred, to which such Indemnified Party may become subject under any applicable United States, federal or state law, or any applicable foreign law, or otherwise, and related to or arising out of any untrue statement or alleged untrue statement of a material fact contained in any information, including without limitation the due diligence disclosure relating to the Project or the Debt Obligations (the “Disclosure”), furnished or made available by District, to Bond Counsel or otherwise, to the offeree of the Debt Obligations or any of its representatives or the omission or the alleged omission to state therein a material fact necessary in order to make the statements therein not misleading, in the light of the circumstances under which they were made; provided, however, that District will not be liable to the extent that any loss, claim, damage or liability is found in a final judgment by a court to have resulted from Bond Counsel’s bad faith or negligence in performing the services described above.

**Section 9. Insurance.**

Bond Counsel specifically represents that it maintains errors and omissions insurance of a minimum of \$1,000,000/\$2,000,000 aggregate applicable to the Bond Counsel services to be rendered under this Agreement.

**Section 10. Entire Agreement.**

This Agreement contains the entire understanding between Bond Counsel and District. All previous proposals, offers and communications relative to the Project, the Debt Obligations and this Agreement, whether oral or written, are hereby superseded except to the extent that they have been incorporated into this Agreement.

No future waiver of or exception to any of the terms, conditions, and provisions of this Agreement shall be considered valid unless specifically agreed to in writing by both Bond Counsel and District. No oral agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the parties to this Agreement and any subsequent successors or assigns as may be permitted pursuant to the provisions of this Agreement.

**Section 11. Modification.**

Both District and Bond Counsel understand that it may be desirable or necessary during the execution of this Agreement for Bond Counsel or District to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with District and all changes and their cost shall be memorialized in a written amendment to this original Agreement prior to the performance of the additional work.

Until a written change order is so executed, District shall not be responsible to pay any charges Bond Counsel may incur in performing such additional services, and correspondingly Bond Counsel shall not be required to perform any such additional services.

**Section 12. Severability.**

All sections and subsections of this Agreement are severable, and the unenforceability or invalidity of any of the sections or subsections of this Agreement shall not affect the validity or enforceability of the remaining sections or subsections of this Agreement, but such remaining sections or subsections shall be interpreted and construed in such a manner as to carry out fully the intention of the parties.

Therefore, if any part, term, or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected by such holding and shall nevertheless continue in full force without being impaired or invalidated in any way.

**Section 13. Waiver.**

The waiver by either party of a default or breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent default or breach of the same or of a different provision of that party. No waiver or modification of this Agreement or of any covenant condition, or limitation contained in this Agreement shall be valid unless in writing and duly executed by the party or parties to be charged therewith.



**Section 14. Counterparts.**

This Agreement may be executed in any number of counterparts and each counterpart shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their respective officers and representatives thereto duly authorized, all as of the day and year first above written.

**OCEANO COMMUNITY SERVICES DISTRICT**

By: \_\_\_\_\_  
Will Clemens, General Manager

**THE WEIST LAW FIRM**

By: \_\_\_\_\_  
Cameron A. Weist, Esq.

**CALIFORNIA MUNICIPAL ADVISORS LLC**  
**AGREEMENT FOR FINANCIAL ADVISORY SERVICES**

**THIS AGREEMENT** (the “Agreement”), made and entered into this \_\_\_\_ day of April 2022, by and between the Oceano Community Services District, a public agency organized and operating under the laws of the State of California, with its principal place of business at 1655 Front Street, Oceano, CA 93445 (the “Client”), and California Municipal Advisors LLC, a California Limited Liability Company, with its principal place of business at 20 South Santa Cruz Avenue, Suite 300, Los Gatos, CA 95030 (“CalMuni”), sets forth the terms and conditions under which CalMuni shall provide financial advisory services to the Client.

**WHEREAS**, the Client wishes to obtain the services of a financial advisor on an exclusive basis to assist in financial planning and financing management in connection with the execution and delivery of bond anticipation notes (the “BANs”), as well as the long term take-out financing of the BANs through USDA bonds (the “Bonds,” and together with the BANs, the “Debt Obligations”), the proceeds of which are being used to acquire and construct the Client’s Wastewater Systems’ Compliance Project (the “Compliance Project”); and

**WHEREAS**, CalMuni is duly licensed and has the necessary qualifications to provide the Scope of Services attached hereto as Exhibit A; and

**WHEREAS**, the President of the Board of Directors of the Client and the Client’s General Manager are each individually authorized to enter into this Agreement on behalf of the Client; and

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, and intending to be legally bound hereby, the Client and CalMuni agree as follows:

**SECTION I. SCOPE OF SERVICES**

A. CalMuni shall provide the services described in Exhibit A to this Agreement (hereinafter referred to interchangeably as the “Services” or “Scope of Services”). The Client acknowledges and agrees that most tasks requested by the Client will not require all services provided for in Exhibit A and as such the specific scope of services for such task shall be limited to those services required to complete the specific task. Any material changes in or additions to the Scope of Services described in Exhibit A shall be promptly reflected in a written supplement or amendment to this Agreement. Services provided by CalMuni which are not specifically referenced in the Scope of Services shall be completed as agreed in writing in advance between the Client and CalMuni. Upon request of the Client, CalMuni or an affiliate of CalMuni may agree to additional services to be provided by CalMuni or an affiliate of CalMuni, by a separate agreement between the Client and CalMuni or its respective affiliate.

B. CalMuni shall perform all such work with skill and diligence and pursuant to generally accepted standards of practice in effect at the time of performance. CalMuni shall provide corrective services without charge to the Client for work which fails to meet these standards, and which is reported to CalMuni in writing within sixty (60) days of discovery.

C. The Client shall cooperate with CalMuni and will furnish all information, data, records, and reports existing and available to the Client to enable CalMuni to carry out work outlined in the Scope of Services. CalMuni shall be entitled to reasonably rely on information, data, records, and reports furnished by the Client, however, the Client makes no warranty as to the accuracy or completeness of any such information, data, records, or reports available to it and provided to CalMuni which were furnished to the Client by a third party.

D. CalMuni shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing Services pursuant to this Agreement. The Client shall furnish to CalMuni no facilities or equipment, unless the Client otherwise agrees in writing to provide the same.

E. Upon the Client’s request, CalMuni shall provide, in a form acceptable to the Client, written progress reports of all oral and written observations, opinions, recommendations, analyses, progress and conclusions related to CalMuni’s performance of the Services.

**SECTION II. WORK SCHEDULE**

The services of CalMuni are to commence as soon as practicable after the execution of this Agreement. CalMuni shall thereafter diligently perform the Services through to completion unless otherwise directed by the Client or unless earlier terminated.

**SECTION III. REGISTERED MUNICIPAL ADVISOR; REQUIRED DISCLOSURES**

A. CalMuni is a registered municipal advisor with the Securities and Exchange Commission (the “SEC”) and the Municipal Securities Rulemaking Board (the “MSRB”), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. This Agreement designates CalMuni as the Client’s independent registered municipal advisor (“IRMA”) with regard to the attached Scope of Services for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the “IRMA Exemption”). CalMuni shall not be responsible for, or have any liability in connection with, verifying that CalMuni is independent from any other party seeking to rely on the IRMA Exemption (as such independent status is required pursuant to the IRMA Exemption, as interpreted from time to time by the SEC). The Client acknowledges and agrees that any reference to CalMuni, its personnel, and its role as IRMA, including in the written representation of the Client required under SEC Rule 15Ba1-1(d)(3)(vi)(B) shall be subject to prior approval by CalMuni. The Client further agrees not to represent that CalMuni is the Client’s IRMA with respect to any aspect of a municipal securities issuance or municipal financial product, outside of the attached Scope of Services or without CalMuni’s prior written consent.

B. MSRB Rule G-42 requires that municipal advisors make written disclosures to its Clients of all material conflicts of interest and certain legal or disciplinary events. Such disclosures are provided in CalMuni’s Disclosure Statement delivered to the Client together with this Agreement as Exhibit C.

#### **SECTION IV. FINANCIAL ADVISORY COMPENSATION**

For the Services provided under this Agreement, CalMuni's professional fees shall be paid as provided in Exhibit B to this Agreement. Any services which are not included in the Scope of Services set forth in Exhibit A of this Agreement will be subject to separate, mutually acceptable fee structures.

#### **SECTION V. TERMS AND TERMINATION**

A. Unless otherwise provided, the term of this Agreement shall begin on the date of its full execution and shall expire on April 1, 2027 unless extended by amendment or terminated earlier as provided herein.

B. The Client may suspend this Agreement and CalMuni's performance of the Services, wholly or in part, for such period as it deems necessary in the Client's sole discretion. CalMuni will be paid for satisfactory services performed through the date of suspension.

C. If CalMuni at any time refuses or neglects to perform its Services in a timely fashion or in accordance with the schedule identified in Exhibit A, or is declared bankrupt, or commits any act of insolvency, or makes an assignment for the benefit of creditors without Client's consent, or fails to make prompt payment to persons furnishing labor, equipment, materials or services, or fails in any respect to properly and diligently perform its Services, or otherwise fails to perform fully any and all of the Agreements herein contained, this Agreement shall be terminated.

D. If CalMuni fails to cure the default within seven (7) days after written notice from the Client, the Client may, at its sole option, demand possession of any documents or other materials (in paper and electronic form) prepared or used by CalMuni in connection with the provision of Services and (1) provide any such work, labor, materials or services as may be necessary to overcome the default and deduct the cost thereof from any money then due or thereafter to become due to CalMuni under this Agreement; or (2) terminate this Agreement.

E. This Agreement and all Services to be rendered under it may be terminated upon fifteen (15) days written notice from either party, with or without cause. In the event Client elects to terminate this Agreement, CalMuni shall be paid for all services rendered, unless the termination is made for cause, in which event compensation, if any, shall be adjusted in the light of the particular facts and circumstances involved in the termination. This continuing right to receive full compensation shall survive the term of this Agreement. All Services to be rendered hereunder pertaining to the issuance and sale of the Debt Obligations shall be considered concluded upon issuance of such Debt Obligations. Therefore, upon issuance of the Debt Obligations, CalMuni shall have no future duty of any kind to or with respect to the Client pertaining to such Debt Obligations.

#### **SECTION VI. ASSIGNMENT**

CalMuni shall not assign any interest in this Agreement or subcontract any of the work performed under the Agreement without the prior written consent of the Client.

## **SECTION VII. INFORMATION TO BE FURNISHED TO CALMUNI**

All information, data, reports, and records (“Data”) in the possession of the Client or any third party agent to the Client necessary for carrying out any services to be performed under this Agreement shall be furnished to CalMuni, and the Client shall cause its agent(s) to cooperate with CalMuni in its conduct of reasonable due diligence in performing the services, including with respect to the facts that are necessary in its recommendation(s) to the Client in connection with a municipal securities transaction or municipal financial product and/or relevant to the Client’s determination whether to proceed with a course of action.

To the extent the Client requests that CalMuni provide advice with regard to any recommendation made by a third party, the Client will provide to CalMuni written direction to do so as well as any Data it has received from such third party relating to its recommendation. The Client acknowledges and agrees that while CalMuni is relying on the Data in connection with its provision of the services under this Agreement, CalMuni makes no representation with respect to and shall not be responsible for the accuracy or completeness of such Data.

## **SECTION VIII. NOTICES**

All notices given under this Agreement shall be in writing, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the designated below. The parties designate the following as the respective places for giving notice, to wit:

**OCEANO COMMUNITY SERVICES DISTRICT**

1655 Front Street

Oceano, CA 93445

Attention: General Manager

**CALIFORNIA MUNICIPAL ADVISORS LLC**

20 South Santa Cruz Avenue, Suite 300

Los Gatos, CA 95030

Attention: Andrew Flynn

## **SECTION IX. LIMITATION OF LIABILITY**

Except to the extent caused by willful misconduct, bad faith, gross negligence, or reckless disregard of obligations or duties under this Agreement on the part of CalMuni or any of its associated persons, neither CalMuni nor any of its associated persons shall have liability to any person for any act or omission in connection with performance of its services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other financial product or investment, or for any financial or other damages resulting from the Client’s election to act or not to act, as the case may be, contrary to or, absent negligence on the part of CalMuni or any of its associated persons, upon any advice or recommendation provided by CalMuni to the Client.

**SECTION X. INDEPENDENT CONTRACTOR; NO THIRD-PARTY BENEFICIARY**

CalMuni, its employees, officers and representatives at all times shall be independent contractors and shall not be deemed to be employees, agents, partners, servants and/or joint venturers of the Client by virtue of this Agreement or any actions or services rendered under this Agreement. Nothing in this Agreement is intended or shall be construed to give any person, other than the Parties hereto, their successors and permitted assigns, any legal or equitable rights, remedy, or claim under or in respect of this Agreement or any provisions contained herein.

**SECTION XI. NO GUARANTEE OF OUTCOME**

The Client hereby acknowledges and agrees that this is a best effort undertaking, and that no guarantee of success or outcome has been, or can be, made by CalMuni.

**SECTION XII. APPLICABLE LAW**

This Agreement shall be construed, enforced, and administered according to the laws of the State of California. CalMuni and the Client agree that, should a disagreement arise as to the terms or enforcement of any provision of this Agreement, each party will in good faith attempt to resolve said disagreement prior to pursuing other action.

**SECTION XIII. ENTIRE AGREEMENT; SEVERABILITY**

This Agreement represents the entire agreement between the Client and CalMuni and may not be amended or modified except in writing signed by both parties. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

**SECTION XIV. EXECUTION; COUNTERPARTS**

Each party to this Agreement represents and warrants that the person or persons signing this Agreement on behalf of such party is authorized and empowered to sign and deliver this Agreement for such party. This Agreement may be signed in any number of counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same document.

*[Signature Page to Follow on Next Page]*

IN WITNESS THEREOF, the Client and CalMuni have executed this Agreement as of the day and year herein above written.

**OCEANO COMMUNITY SERVICES DISTRICT**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CALIFORNIA MUNICIPAL ADVISORS LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF SERVICES**

**A-I Financial Planning and Financing Management.**

- *Refinancing Alternatives and Plan.* Explore various refinancing alternatives available to the Client pertaining to the Compliance Project and develop a refinancing plan, including recommendations as to the method of sale, timing, sizing and structure of the Debt Obligations to be transacted based on optimized savings opportunities, projected cash flow requirements, bonding capacity, and targeted revenue / rate threshold.

**A-II Issuance of Debt Obligations.**

- *Financing Schedule.* Manage the financing process for each issuance of Debt Obligations and coordinate activities of financing team members. Prepare a schedule of activities and ensure the financing for each issuance of Debt Obligations is completed in a timely manner.
- *Method of Sale, Timing, Sizing and Structure of Debt Obligations.* Assist the Client in creating the financing plan for the Debt Obligations including timing, sizing, and structure.
  - a. *Method of Sale.* Advise as to the appropriate method of sale for the Debt Obligations.
  - b. *Preparation of Lender Request for Proposals.* Assist the Client with the preparation and distribution of Request for Proposals to banks and assist the Client with analysis the responses of the responding banks.
  - c. *Timing of Issuances.* Advise as to the timing for each series of Debt Obligations to be sold based upon the Client's historical and projected revenues and expenses, market interest rate environment, and other factors.
  - d. *Sizing of Issues.* Advise as to the sizing of the Debt Obligations to be sold based on the nature of the financing, federal tax law limitations, state regulatory restrictions, targeted tax rates, goals of the financing program, and other matters.
  - e. *Structure of Debt Obligations.* Advise as to the repayment structure of the Debt Obligations to be sold based on targeted tax rates, impact on interest costs, prudent debt management practices, and other considerations.
- *Rating Agency Preparation.* Prepare the rating strategy and rating agency credit presentation to optimize the credit rating assigned to the Debt Obligations, if applicable.
- *Lender Due Diligence Assistance.* Assist the Client in providing due diligence information requested by lenders, if applicable.



- *Authorizing Documentation.* Provide bond counsel with information necessary for the preparation of authorizing documentation. Review authorizing documentation prior to their approval.
- *Pricing Strategy.* CalMuni will assist the Client throughout the sales negotiation process with the Underwriter / Placement Agent.
  - a. Advise the Client on the propriety of the Underwriter's or Placement Agent's proposed pricing and compensation relative to the current market conditions;
  - b. Negotiate to provide the lowest available rates and costs to the Client;
  - c. Provide the Client with a pricing analysis of proposed financing alternatives; and
  - d. Provide quantitative schedules showing the results of the final pricing.
- *Closing Documentation.* Review closing documents and otherwise assist in the closing of the transaction.

### **A-III. Annual CDIAC Debt Transparency Reporting (SB 1029)**

In the case of financing transactions, Effective January 1, 2017, state and local issuers are required to submit an annual debt transparency report for any issue of debt for which they have submitted a Report of Final Sale to CDIAC during the reporting period. The annual debt transparency report is due to CDIAC no later than January 31st of each year (beginning January 31, 2018) for any debt outstanding at any point during the prior fiscal year. At a minimum, the annual debt transparency report will require issuers to include:

- Debt authorized during the reporting period, which shall include:
  - Debt authorized at the beginning of the reporting period
  - Debt authorized and issued during the reporting period
  - Debt authorized but not issued at the end of the reporting period
  - Debt authority that has lapsed during the reporting period
- Debt outstanding during the reporting period, which shall include the following:
  - Principal balance at the beginning of the reporting period
  - Principal paid during the reporting period
  - Principal outstanding at the end of the reporting period
- The use of proceeds of issued debt during the reporting period, which shall include the following:
  - Debt proceeds available at the beginning of the reporting period
  - Proceeds spent during the reporting period and the purposes for which it was spent
  - Debt proceeds remaining at the end of the reporting period

CalMuni will work with the Client to complete the Annual Debt Transparency reports and submit them on behalf of the Client.

#### **A-IV Non-Contingent Services.**

- *Ongoing Program Management.* Provide ongoing support for the Client's debt management program as mutually agreed upon between the Client and CalMuni including, but not limited to, investment of debt obligation proceeds and reserve fund moneys, continuing disclosure compliance management, assistance with the levy and collection of taxes/revenues, and the repayment of the debt obligations.
- *Ongoing Responsibilities.* Review certain ongoing responsibilities of the Client as an issuer of debt obligations, including responsibilities with regard to state law obligations, federal tax law obligations, and other, and assist in the arrangement of certain ongoing services at the written request of the Client.

#### **COST IS THE RESPONSIBILITY OF THE CLIENT**

The Client understands that there are several program costs that are required for completion of the Debt Obligations that shall be the responsibility of the Client. These may include the cost of printing and distributing the Official Statements, notices, accountants, insurance, title reports, rating services, bond insurance, bond counsel, trustees, disclosure counsel, and of any other experts required for completion of the Debt Obligations.

**EXHIBIT B  
COMPENSATION FOR SERVICES**

For the Services described in Sections A-I (Financial Planning and Financing Management) and A-II (Issuance of Debt Obligations) of Exhibit A, CalMuni will be paid a flat fee of \$15,000 for each series of Debt Obligations to be paid at the time of issuance from such Debt Obligation proceeds, plus reasonably incurred out of pocket expenses, including travel, conference calls, printing, data services, and other reimbursable expenses not to exceed \$1,350. If there are material changes to the complexity of the financing or other unanticipated circumstances, a different fee may be negotiated by mutual written agreement between CalMuni and the Client.

For the Services described in Section A-III (Annual CDIAC Debt Transparency Reporting) of Exhibit A, CalMuni will be compensated on the basis an annual flat fee of \$450 per annual transaction report, plus reasonably incurred out of pocket expenses, including printing, data services, and other reimbursable expenses not to exceed \$150. The invoice for these services will be submitted upon completion and submission of the Report to CDIAC.

For non-contingent services described Section A-IV (Non-Contingent Services) of Exhibit A, CalMuni shall be compensated at the following hourly rates:

<u>Title</u>	<u>Rate</u>
Principal	\$325
Associate	\$225
Analyst	\$175

**EXHIBIT C**  
**DISCLOSURE OF CONFLICTS OF INTEREST AND OTHER INFORMATION**  
**CALIFORNIA MUNICIPAL ADVISORS LLC**

**I. Introduction**

California Municipal Advisors LLC (hereinafter, referred to as “CalMuni”) is a registered municipal advisor with the Securities and Exchange Commission (the “SEC”) and the Municipal Securities Rulemaking Board (the “MSRB”), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. In accordance with MSRB rules, this disclosure statement is provided by us to each client prior to the execution of its advisory agreement with written disclosures of all material conflicts of interests and legal or disciplinary events that are required to be disclosed with respect to providing financial advisory services pursuant to MSRB Rule G-42(b) and (c) (ii). CalMuni employs a number of resources to identify and subsequently manage actual or potential conflicts of interest in addition to disclosing actual and potential conflicts of interest provided herein.

***How We Identify and Manage Conflicts of Interest***

**Code of Ethics.** CalMuni requires all of its employees to conduct all aspects of our business with the highest standards of integrity, honesty and fair dealing. All employees are required to avoid even the appearance of misconduct or impropriety and avoid actual or apparent conflicts of interest between personal and professional relationships that would or could interfere with an employee’s independent exercise of judgment in performing the obligations and responsibilities owed to a municipal advisor and our clients.

**Policies and Procedures.** CalMuni has adopted policies and procedures that include specific rules and standards for conduct. Some of these policies and procedures provide guidance and reporting requirements about matters that allow us to monitor behavior that might give rise to a conflict of interest. These include policies concerning the making of gifts and charitable contributions, entertaining clients, and engaging in outside activities, all of which may involve relationships with clients and others that are important to our analysis of potential conflicts of interest.

**Supervisory Structure.** CalMuni has both a compliance and supervisory structure in place that enables us to identify and monitor employees’ activities, both on a transaction and firm-wide basis, to ensure compliance with appropriate standards. Prior to undertaking any engagement with a new client or an additional engagement with an existing client, appropriate municipal advisory personnel will review the possible intersection of the client’s interests, the proposed engagement, our engagement personnel, experience and existing obligations to other clients and related parties. This review, together with employing the resources described above, allows us to evaluate any situations that may be an actual or potential conflict of interest.

**Disclosures.** CalMuni will disclose to clients those situations that it believes would create a material conflict of interest, such as:

- 1) any advice, service or product that any affiliate may provide to a client that is directly related to the municipal advisory work of CalMuni;
- 2) any payment made to obtain or retain a municipal advisory engagement with a client;

- 3) any fee-splitting arrangement with any provider of an investment or services to a client;
- 4) any conflict that may arise from the type of compensation arrangement we may have with a client; and
- 5) any other actual or potential situation that CalMuni is or becomes aware of that might constitute a material conflict of interest that could reasonably be expected to impair our ability to provide advice to or on behalf of clients consistent with regulatory requirements.

If CalMuni identifies such situations or circumstances, we will prepare meaningful disclosure describing the implications of the situation and how we intend to manage the situation. CalMuni will also disclose any legal or disciplinary events that are material to a client's evaluation or the integrity of our management or advisory personnel. CalMuni will provide this disclosure (or a means to access this information) in writing prior to starting our proposed engagement, and will provide such additional information or clarification as the client may request. CalMuni will also advise clients in writing of any subsequent material conflict of interest that may arise, as well as the related implications, its plan to manage that situation, and any additional information such client may require.

## **II. General Conflict of Interest Disclosures**

### ***Disclosure of Conflicts Concerning the Firm's Affiliates***

CalMuni's affiliates offer a wide variety of financial and legal services, and our clients may be interested in pursuing an affiliate's services separately. The affiliate's business with the client could create an incentive for CalMuni to recommend a course of action designed to increase the level of the client's business activities with the affiliate or to recommend against a course of action that would reduce the client's business activities with the affiliate. In either instance, CalMuni may be perceived as recommending services for a client that are not in the best interests of our clients, but rather are in our interests or the interests of our affiliates. Accordingly, CalMuni mitigates any perceived conflict of interest that may arise in this situation by disclosing it to the client, and by requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, after reasonable inquiry, including the client's needs, objectives and financial circumstances. Further, CalMuni receives no compensation from its affiliates with respect to a client introduction or referral. If a client chooses to work with an affiliate, we require that the client consult and enter into a separate agreement for services, so that the client can make an independent, informed, evaluation of the services offered.

### ***Disclosure of Conflicts Related to the Firm's Compensation***

From time to time, CalMuni may be compensated by a municipal advisory fee that is or will be set forth in an agreement with the client to be, or that has been, negotiated and entered into in connection with a municipal advisory service. Payment of such fee may be contingent on the closing of the transaction and the amount of the fee may be based, in whole or in part, on a percentage of the principal or par amount of municipal securities or municipal financial product. While this form of compensation is customary in the municipal securities market, it may be deemed to present a conflict of interest since we may appear to have an incentive to recommend to the client a transaction that is larger in size than is necessary. Further, CalMuni may also receive compensation in the form of a fixed fee arrangement. While this form of compensation is

customary, it may also present a potential conflict of interest if the transaction ultimately requires less work than contemplated and we are perceived as recommending a more economically friendly pay arrangement. Finally, CalMuni may contract with clients on an hourly fee basis. If CalMuni and the client do not agree on a maximum amount of hours at the outset of the engagement, this arrangement may pose a conflict of interest as we would not have a financial incentive to recommend an alternative that would result in fewer hours. CalMuni manages and mitigates all of these types of conflicts by disclosing the fee structure to the client, and by requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, after reasonable inquiry, including the client's needs, objectives, and financial circumstances.

### ***Disclosure Concerning Provision of Services to State and Local Government, and Non-Profit Clients***

CalMuni regularly provides financial advisory services to state and local governments, their agencies, and instrumentalities, and non-profit clients. While our clients have expressed that this experience in providing services to a wide variety of clients generally provides great benefit for all of our clients, there may be or may have been clients with interests that are different from (and adverse to) other clients. If for some reason any client sees our engagement with any other particular client as a conflict, we will mitigate this conflict by engaging in a broad range of conduct, if and as applicable. Such conduct may include one or any combination of the following: 1) disclosing the conflict to the client; 2) requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, including the client's needs, objectives and financial circumstances; 3) implementing procedures that establishes a "firewall" that creates physical, technological and procedural barriers and/or separations to ensure that non-public information is isolated to particular area such that certain governmental transaction team members and supporting functions operate separately during the course of work performed; and 4) in the rare event that a conflict cannot be resolved, we will withdraw from the engagement.

### ***Disclosure Related to Legal and Disciplinary Events***

As registered municipal advisors with the SEC and the MSRB, pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2, our legal, disciplinary and judicial events are required to be disclosed on our forms MA and MA-I filed with the SEC, in 'Item 9 Disclosure Information' of form MA, 'Item 6 Disclosure Information' of form MA-I, and if applicable, the corresponding disclosure reporting page(s). To review the foregoing disclosure items and material change(s) or amendment(s), if any, clients may electronically access CalMuni filed forms MA and MA-I on the SEC's Electronic Data Gathering, Analysis, and Retrieval system, listed by date of filing starting with the most recently filed.

### **III. Specific Conflicts of Interest Disclosures – Client**

The principal of Weist Law LLP ("WeistLaw"), Cameron Weist, is also a principal of CalMuni. We do not believe that this dual representation creates a conflict because the California Rules of Professional Conduct governing the ethical standards imposed on lawyers are aligned with and equal or exceed the fiduciary duties imposed on municipal advisors, and also because CalMuni receives no compensation from WeistLaw, or vice versa, and both firms are independently engaged

under separate contracts which have been vetted in light of various factors, including the client’s needs, objectives and legal and financial circumstances, to ensure that each such client has made an independent, informed, evaluation of the type and quality of services offered by each entity. If you believe this creates a conflict, please do not sign this Agreement.

To our knowledge, following reasonable inquiry, we are not aware of any other actual or potential conflict of interest that could reasonably be anticipated to impair our ability to provide advice to or on behalf of the Client in accordance with applicable standards of conduct of MSRB Rule G-42.



# Oceano Community Services District

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

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

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**Date:** April 13, 2022

**To:** Board of Directors

**From:** Will Clemens, General Manager

**Subject:** **Agenda Item #8(b):** Consideration of whether to fill the vacancy on the Board of Directors by appointment until the person elected in the November 2022 election to fill the vacancy has been qualified.

## Recommendation

It is recommended that your Board consider whether you will fill the vacancy on the Board of Directors by appointment until the person elected in the November 2022 election to fill the vacancy has been qualified.

## Discussion

Attached are provisions of the California Government Code Section 61042 relating to vacancies on the Board of Directors for a Community Services District, which refers to Government Code Section 1780 for determining how the vacancy may be filled. Director Replogle's recent resignation was greater than 130 days prior to the next general election in November 2022. As a result, staff has been advised by both legal counsel and the office of the County Clerk that your Board may fill the vacancy for an interim period, but not for the remainder of Ms. Replogle's term. Also attached is the Manual on How to Fill a Vacancy prepared by the County of San Luis Obispo Clerk-Recorder.

The November 2022 ballot will include the vacancy and the person elected, once qualified, will fill the remainder of Ms. Replogle's term (two years). The Board's option to fill the vacancy for the interim period requires that "the district shall post a notice of the vacancy in three or more conspicuous places in the district at least 15 days before the district board makes the appointment." The posting requirement will allow your Board to make the interim appointment at your May 11, 2022, regular meeting, or sooner if your Board chooses to hold a special meeting. Normally, persons elected are sworn in at the first regular meeting in December. As a result, if your Board chooses to appoint a Board member, the period of the appointment would be approximately seven (7) months.





## Oceano Community Services District

Board of Directors Meeting

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Because Director Replogle was elected At-large in 2020, any appointment to fill the vacancy, as well as the election in November 2022 to fill the remainder of her term, will be done At-large. Subsequent elections, beginning in November 2024 for the newly created Division 4 Board position, will be held by-division.

### **Other Agency Involvement**

The County Clerk's office conducts the elections.

### **Financial Considerations**

n/a

### **Results**

Consideration of appointing an interim Director is optional.

Attachments:

- Government Code Section 61042.
- Government Code Section 1780.
- Vacancy Manual

**State of California**

**GOVERNMENT CODE**

**Section 61042**

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61042. (a) The term of office of each member of a board of directors is four years or until his or her successor qualifies and takes office. Directors shall take office at noon on the first Friday in December following their election.

(b) For districts formed before January 1, 2006, where the members of the board of directors are not serving staggered terms, at the first meeting after January 1, 2006, the members shall classify themselves by lot into two classes. One class shall have three members and the other class shall have two members. For the class that has three members, the terms of the offices that begin after the next general district election shall be four years. For the class that has two members, the initial terms of the offices that begin after the next general district election shall be two years. Thereafter, the terms of all members shall be four years.

(c) Any vacancy in the office of a member elected to a board of directors shall be filled pursuant to Section 1780.

(Added by Stats. 2005, Ch. 249, Sec. 3. Effective January 1, 2006.)

## State of California

### GOVERNMENT CODE

#### Section 1780

---

1780. (a) Notwithstanding any other provision of law, a vacancy in any elective office on the governing board of a special district, other than those specified in Section 1781, shall be filled pursuant to this section.

(b) The district shall notify the county elections official of the vacancy no later than 15 days after either the date on which the district board is notified of the vacancy or the effective date of the vacancy, whichever is later.

(c) The remaining members of the district board may fill the vacancy either by appointment pursuant to subdivision (d) or by calling an election pursuant to subdivision (e).

(d) (1) The remaining members of the district board shall make the appointment pursuant to this subdivision within 60 days after either the date on which the district board is notified of the vacancy or the effective date of the vacancy, whichever is later. The district shall post a notice of the vacancy in three or more conspicuous places in the district at least 15 days before the district board makes the appointment. The district shall notify the county elections official of the appointment no later than 15 days after the appointment.

(2) If the vacancy occurs in the first half of a term of office and at least 130 days prior to the next general district election, the person appointed to fill the vacancy shall hold office until the next general district election that is scheduled 130 or more days after the date the district board is notified of the vacancy, and thereafter until the person who is elected at that election to fill the vacancy has been qualified. The person elected to fill the vacancy shall hold office for the unexpired balance of the term of office.

(3) If the vacancy occurs in the first half of a term of office, but less than 130 days prior to the next general district election, or if the vacancy occurs in the second half of a term of office, the person appointed to fill the vacancy shall fill the balance of the unexpired term of office.

(e) (1) In lieu of making an appointment the remaining members of the board may within 60 days of the date the district board is notified of the vacancy or the effective date of the vacancy, whichever is later, call an election to fill the vacancy.

(2) The election called pursuant to this subdivision shall be held on the next established election date provided in Chapter 1 (commencing with Section 1000) of Division 1 of the Elections Code that is 130 or more days after the date the district board calls the election.

(f) (1) If the vacancy is not filled by the district board by appointment, or if the district board has not called for an election within 60 days of the date the district board

is notified of the vacancy or the effective date of the vacancy, whichever is later, then the city council of the city in which the district is wholly located, or if the district is not wholly located within a city, the board of supervisors of the county representing the larger portion of the district area in which the election to fill the vacancy will be held, may appoint a person to fill the vacancy within 90 days of the date the district board is notified of the vacancy or the effective date of the vacancy, whichever is later, or the city council or board of supervisors may order the district to call an election to fill the vacancy.

(2) The election called pursuant to this subdivision shall be held on the next established election date provided in Chapter 1 (commencing with Section 1000) of Division 1 of the Elections Code that is 130 or more days after the date the city council or board of supervisors calls the election.

(g) (1) If within 90 days of the date the district board is notified of the vacancy or the effective date of the vacancy, whichever is later, the remaining members of the district board or the appropriate board of supervisors or city council have not filled the vacancy and no election has been called for, then the district board shall call an election to fill the vacancy.

(2) The election called pursuant to this subdivision shall be held on the next established election date provided in Chapter 1 (commencing with Section 1000) of Division 1 of the Elections Code that is 130 or more days after the date the district board calls the election.

(h) (1) Notwithstanding any other provision of this section, if the number of remaining members of the district board falls below a quorum, then at the request of the district secretary or a remaining member of the district board, the appropriate board of supervisors or the city council shall promptly appoint a person to fill the vacancy, or may call an election to fill the vacancy.

(2) The board of supervisors or the city council shall only fill enough vacancies by appointment or by election to provide the district board with a quorum.

(3) If the vacancy occurs in the first half of a term of office and at least 130 days prior to the next general district election, the person appointed to fill the vacancy shall hold the office until the next general district election that is scheduled 130 or more days after the date the district board is notified of the vacancy, and thereafter until the person who is elected at that election to fill the vacancy has been qualified. The person elected to fill the vacancy shall hold office for the unexpired balance of the term of office.

(4) If the vacancy occurs in the first half of a term of office, but less than 130 days prior to the next general district election, or if the vacancy occurs in the second half of a term of office, the person appointed to fill the vacancy shall fill the balance of the unexpired term of office.

(5) The election called pursuant to this subdivision shall be held on the next established election date provided in Chapter 1 (commencing with Section 1000) of

Division 1 of the Elections Code that is held 130 or more days after the date the city council or board of supervisors calls the election.

(Amended by Stats. 2007, Ch. 343, Sec. 4. Effective January 1, 2008.)

# HOW TO FILL A VACANCY

**COUNTY OFFICES  
SPECIAL DISTRICT BOARDS  
SCHOOL DISTRICT GOVERNING BOARDS  
JUDICIAL OFFICES  
FEDERAL & STATE OFFICES  
CENTRAL COMMITTEES/COUNTY COUNCILS**

**2017**

**County of San Luis Obispo  
TOMMY GONG, County Clerk-Recorder  
ELECTIONS DIVISION  
1055 Monterey St., Suite D 120  
San Luis Obispo, CA 93408  
805-781-5228**

**This guide has been prepared to assist staff and the public with general information on filling vacancies in local offices. It is for general information only and does not have the force and effect of law, regulation or rule. In case of conflict, the law, regulations or rule will apply. This manual is made available with the understanding that the County Clerk-Recorder's Office staff are not rendering legal advice and cannot make a legal determination for you.**

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## **VACANCIES - DEFINITION (GC §1770)**

An office becomes vacant on the happening of any of the following events before the expiration of the term:

1. The death of the incumbent.
2. The incumbent is physically or mentally incapacitated due to disease, illness or accident and that there is reasonable cause to believe that the incumbent will not be able to perform the duties of the office for the remainder of his/her term.
3. Resignation.
4. Removal from office.
5. Ceasing to be an inhabitant of the state or local jurisdiction.
6. Absence from the state without the permission required by law beyond the period allowed by law.
7. Ceasing to discharge the duties of the office for the period of three consecutive months, except when prevented by sickness, or when absent from the state with permission.
8. Conviction of a felony or of any offense involving a violation of the official duties.
9. Refusal or neglect to file the required oath or bond within the time prescribed.
10. The decision of a competent tribunal declaring void the election or appointment.
11. Making of an order vacating the office or declaring the office vacant when the officer fails to furnish an additional or supplemental bond.
12. Commitment to a hospital or sanitarium by a court of competent jurisdiction as a drug addict, dipsomaniac, inebriate, or stimulant addict; but in that event the office shall not be vacant until the order of commitment has become final.

## **SCHOOL DISTRICT VACANCIES**

Education Code 5090

Vacancies on school district governing boards or community college district boards are caused by any of the events specified in Section 1770 of the Government Code, or by a failure to elect.

## **VACANCIES IN COUNTY OFFICES (GC §25060, 25061, 25062)**

Member, Board of Supervisors (General Law)

Whenever a vacancy occurs in any Board of Supervisors, the Governor shall fill the vacancy. The appointee shall hold office until the election and qualification of his successor.

The election of a supervisor to fill the vacancy for the unexpired term shall be held at the next general election, unless the term expires on the first Monday after January 1st succeeding the election.

When a vacancy occurs from the failure of the person elected to file his oath or bond as provided by law, and the person elected is appointed to fill the vacancy, he shall hold office for the unexpired term.

County Offices (GC §25304, 25304.5)

Assessor  
Auditor-Controller  
District Attorney  
County Clerk-Recorder  
Sheriff-Coroner  
Treasure-Tax Collector-Public Administrator

The Board of Supervisors shall fill a vacancy by appointment. The appointee shall hold office for the unexpired term or until the first Monday after January 1st succeeding the next general election.

If on the first Monday after January 1st following a general election the person elected to an elective county office has resigned or died, the Board of Supervisors shall provide that the office which was made vacant shall be filled at the next regularly scheduled election. The Board of Supervisors may appoint a person to temporarily carry out the duties of the office to be filled by such an election and that person shall serve until the results of the election are declared.

The person elected shall serve for the remainder of the term that began on the first Monday after January 1st immediately preceding the election.

### **Terms of County Offices (EC §1300)**

County offices are up for election every four years at the Gubernatorial Primary Election. In the event that county officers are not elected pursuant to Elections Code § 8140 and 8141, this election shall be deemed a primary election and a county general election shall be held with the statewide general election to select county officers.

# **VACANCIES ON SPECIAL DISTRICT BOARDS (GC §1780)**

## **Action Required by the Governing Board**

The district shall notify the county elections official of the vacancy no later than 15 days following either the date on which the district board is notified of the vacancy or the effective date of the vacancy, whichever is later.

The remaining district board members have 60 days immediately subsequent to either the date on which the district board is notified of the vacancy or the effective date of the vacancy, whichever is later, to either fill the vacancy

1. By appointment, or
2. By calling a special election

## **Appointments to Fill Vacancies**

If the Board decides to appoint someone to fill the vacancy, the board first must post a notice of the vacancy in three or more conspicuous places in the district at least 15 days before the appointment is made. (Sample Notice for posting & Sample Application on Pages 15 & 16)

The Board must notify the county elections official of the appointment no later than 15 days after the appointment is made.

The person appointed shall hold office until the next general district election that is scheduled 130 or more days after the date the district board is notified of the vacancy, and thereafter until the person elected at that election to fill the vacancy has been qualified. The person elected to fill the vacancy shall fill the balance of the unexpired term. If the term of office is due to expire following the next general district election and that election is scheduled 130 or more days after the date the county elections official is notified of the vacancy, the person appointed to the vacancy shall fill the balance of the unexpired term of his or her predecessor.

## **Elections to Fill Vacancies**

In lieu of making an appointment, the remaining members of the board may within 60 days of the date the district board is notified of the vacancy or the effective date of the vacancy, whichever is later, call an election to fill the vacancy.

The election shall be held on the next established election date that is 130 or more days after the date the district board calls the election.

An established election date as defined by Elections Code §1000 is:

The second Tuesday of April in each even-numbered year.

The first Tuesday after the first Monday in March of each odd-numbered year.

The first Tuesday in March in each even-numbered year.

The first Tuesday after the first Monday in June of each odd-numbered year.

The first Tuesday after the first Monday in November of each year.

## **If the District Board Fails to Act**

If the vacancy is not filled by the district board by either making an appointment or calling a special election within 60 days of the date the district board is notified of the vacancy or the effective date of the vacancy, whichever is later, the following shall occur:

Within the next 30 days, the Board of Supervisors of the county representing the larger portion of the district area in which the election to fill the vacancy will be held, may fill the vacancy by appointment or may order the district to call an election to fill the vacancy. The election shall be held on the next established election date that is 130 or more days after the date the Board of Supervisors orders the election.

## **If the District Board Lacks a Quorum to Act Within 60 Days**

If the number of remaining members of the district board falls below a quorum, at the request of the district secretary, or a remaining board member, the Board of Supervisors may waive the 60-day period during which time the district board is allowed to take action, but can't because there is no quorum, and move directly to the 30-day period where the Board of Supervisors may take action.

The Board of Supervisors may either appoint immediately or call an election to fill the vacancy. The election shall be held on the next established election date that is 130 or more days after the date the Board of Supervisors calls the election. The Board of Supervisors shall only fill enough vacancies to provide the district board with a quorum.

## **If the Board of Supervisors Fails to Act**

If within 90 days of the date the district board is notified of the vacancy or the effective date of the vacancy, whichever is later, no action has been taken by any governing body to fill the vacancy, the district board must call an election to fill the vacancy. The election shall be held on the next established election date that is 130 or more days after the district board calls the election.

## **Term of Office**

District board members take office on the first Friday in December following the election in November and shall serve for four years. A person appointed to fill a vacancy shall hold office only until the next general district election that is scheduled 130 or more days after the date the county elections official is notified of the vacancy and thereafter until the person elected at that election has been qualified, but persons elected to fill a vacancy shall hold office for the remainder of the unexpired term.

## **Vacancy on Harbor Commission:**

Government Code Section 1780 supersedes Harbors & Navigation Code Section 6054.3, so appointment will be made pursuant to Section 1780.

# **VACANCIES ON SCHOOL DISTRICT GOVERNING BOARDS** (ED

Code §5017, 5090-5092)

A vacancy resulting from resignation occurs when the written resignation is filed with the County Superintendent of Schools having jurisdiction over the district. A vacancy also exists if no person filed candidate papers during the nomination period for an office. A deferred effective date not to exceed 60 days may be specified by the incumbent, in which case the resignation becomes effective on that date. Upon being filed with the County Superintendent of Schools, the written resignation is irrevocable.

## **Action Required By the Governing Board**

Whenever a vacancy occurs, the school district or community college district governing board has one of two options available to it. Either of these two options must be exercised within 60 days of the date a vacancy occurs or the date a deferred resignation is **filed** with the County Superintendent of Schools.

1. Immediately call an election to fill the vacancy; or
2. Make a provisional appointment pursuant to §5091 of the Education Code.

In the event that the governing board fails to make a provisional appointment or order an election within the prescribed 60-day period as required by this section, the County Superintendent of Schools shall call an election to fill the vacancy.

As a matter of practice, a copy of the resignation, notices, resolutions, etc. should be sent to the Elections Division of the County Clerk-Recorder's Office as soon as possible.

## **Election Ordered**

When an election is ordered, it shall be held on the next regular election date not less than 130 days after the Order of Election. Vacancy elections shall be conducted in as nearly the same manner as practicable as other governing board member elections.

## **Provisional Appointment**

If the Governing Board makes a provisional appointment, the appointee is immediately conferred with all powers and duties of a governing board member.

## **Public Notice**

Within 10 days of making a provisional appointment to fill a vacancy the school district governing board must:

1. Post a notice described below (Sample on Page 17) in at least three public places in the district; and
2. Publish the notice at least once in a newspaper of general circulation published within the district (GC §6061). If there is no newspaper of general circulation published in the district, the notice need not be published.

## **Contents of Public Notice**

The notice to be posted and published must state the following:

1. The fact of the vacancy or resignation and the date of the occurrence of the vacancy or the date of the filing of, and the effective date of, the resignation.
2. The full name of the provisional appointee and the date of his/her appointment.
3. A statement that unless a petition calling for a special election, containing a sufficient number of signatures, is filed in the office of the County Superintendent of Schools within 30 days of the date of the provisional appointment, it shall become an effective appointment.

## **Petition Calling for a Special Election**

If a provisional appointment is made within the 60-day period, the registered voters of the district may, within 30 days from the date of the appointment, petition for the conduct of a special election to fill the vacancy. (Sample on Page 18)

## **Petition Requirements**

Whenever a petition calling for a special election is circulated, the petition shall meet all of the following requirements:

1. The petition shall contain the estimate of the elections official of the cost of conducting the special election.
2. The name and residence address of at least one, but not more than five proponents of the petition shall appear on the petition, each of which proponents shall be registered voters of the district.
3. None of the text or other language of the petition shall appear in less than six-point type.
4. The petition shall be prepared and circulated in conformity with Sections 100 and 104 of the Elections Code.

## **Signature Requirements**

A petition shall be deemed to bear a sufficient number of signatures if signed by whichever means below results in the greater number of registered voters:

1 percent of the number of registered voters of the district at the time of the last regular election for governing board members, or 25 registered voters.

However, in districts with registered voters of less than 2,000 persons, a petition shall be deemed to bear a sufficient number of signatures if signed by at least 5 percent of the number of registered voters of the district at the time of the last regular election for governing board members.

## **Who Can Sign Petition**

Only a person who is an eligible registered voter at the time of signing the petition is entitled to sign it. Each signer shall at the time of signing the petition personally affix his or her signature, printed name, and place of residence, giving number and street. A space at least one inch wide shall be left blank after each name for the use of the elections official in verifying the petition. The part of a petition for the voters' signatures, printed names, and residence addresses shall be numbered consecutively commencing with the number one and continuing through the number of signature spaces allotted to each section.

## **Petition Circulator**

Each section of the petition shall have attached to it a declaration signed by the circulator of the petition, setting forth, in the circulator's own hand, the following:

1. The printed name of the circulator.
2. The residence address of the circulator, giving number and street.
3. The dates between which all the signatures to the petition were obtained.
4. That the circulator circulated the section of petition and witnessed the appended signatures being written.
5. That according to the best information and belief of the circulator, each signature is the genuine signature of the person whose name it purports to be.

The circulator shall certify to the content of the declaration as to its truth and correctness, under penalty of perjury under the laws of the State of California, with the signature of his or her name in full. The circulator shall state the date and the place of execution on the declaration immediately preceding his or her signature.

## **Filing the Petition**

The petition must be filed with the County Superintendent of Schools within the 30-day period following the making of the provisional appointment.

The County Superintendent of Schools then has 30 calendar days to verify the signatures. As a matter of practice, the Superintendent forwards the petitions to the County Clerk-Recorder's Office, Elections Division for signature verification. A certificate of the results of the petition checking will be forwarded to the County Superintendent of Schools.

If the petition is determined to be legally sufficient by the County Superintendent of Schools, the provisional appointment is terminated, and the County Superintendent of Schools shall call a special election to be conducted no later than the 120th day after the determination. However, if a regular election date, as defined in Section 1000 of the Elections Code, occurs between the 120th day and the 150th day following the determination, the County Superintendent of Schools may call the special election to be conducted on the regular election date.

If any of the legal requirements are not met as to any petition calling for a special election, the County Superintendent of Schools shall not verify the signatures, nor shall any further action be taken with respect to the petition.

No person shall permit the list of names on petitions prescribed by this section to be used for any purpose other than qualification of the petition for the purpose of holding an election

pursuant to this section.

The petition filed with the County Superintendent of Schools is not a public record and may not be open to public inspection. The proponents, however, may have access to the petition if it found to be insufficient. (GC §6253.5)

## **FEDERAL, STATE & JUDICIAL OFFICES (ED Code 5017)**

### **Term of Office**

A person appointed to fill a vacancy shall hold office only until the next regularly scheduled election for district governing board members, whereupon an election shall be held to fill the vacancy for the remainder of the unexpired term.

A person elected at an election to fill the vacancy shall hold office for the remainder of the term.

A person elected at a regular biennial governing board member election shall hold office for a term of four years commencing on the first Friday in December following the election.



## **President of the United States (US Const, Amendment XXV)**

In case of the removal of the President from office or of his death or resignation, the Vice President shall become president.

Whenever there is a vacancy in the office of the Vice President, the President shall nominate a Vice President who shall take office upon confirmation by a majority vote of both Houses of Congress.

## **United States Senator (EC §10720)**

If a vacancy occurs in the representation of this state in the Senate of the United States, the Governor may appoint and commission an elector of this state who possesses the qualifications for the office to fill the vacancy until his or her successor is elected and qualifies and is admitted to his or her seat by the United States Senate. However, whenever a vacancy occurs within a term fixed by law to expire on the third day of January following the next general election, the person so appointed shall hold office for the remainder of the unexpired term unless the vacancy is filled at a special election held prior to the general election, in which case the person elected at the special election shall hold office for the remainder of the unexpired term. An election to fill a vacancy in the term of a United States Senator shall be held at the general election next succeeding the occurrence of the vacancy or at any special election.

## **Congressional and Legislative Offices (EC §10700)**

### **Governor's Proclamation:**

The Governor shall call all statewide special elections by issuing a proclamation pursuant to Elections Code Section 12000. In the case of a vacancy in a congressional or legislative office the Governor shall issue a proclamation, within 14 calendar days of the occurrence of the vacancy, calling a special election to fill the vacancy. See Elections Code Section 10730 for the exception to the process of calling a special election. A copy of the proclamation shall be sent to the Board of Supervisors of each affected county.

### **Vacancies Occurring After the Close of Nominations: (EC §10701)**

When a vacancy occurs in a congressional office after the close of the nomination period in the final year of the term of office, the Governor may decline to issue an election proclamation at his discretion.

When a vacancy occurs in a legislative office after the close of the nomination period in the final year of the term of office, no special election shall be held.

### **Time to Call Election: (EC §10703, 10704)**

A special election to fill a vacancy in the office of Representative in Congress, State Senator, or Member of Assembly shall be conducted on a Tuesday at least 126 days, but not more than 140 days, following the issuance of an election proclamation by the Governor pursuant to Section 1773 of the Government Code, except that any special election may be conducted within 180 days following the proclamation in order that the election or the primary election may be consolidated with the next regularly scheduled statewide election or local election occurring wholly or partially within the same territory in which the vacancy exists, provided that the voters eligible to vote in the local election comprise at least 50 percent of all the voters eligible to vote on the vacancy.

In no event may a special election or a primary election be conducted on the day after a state holiday. See §10703 for exceptions to these provisions.

A special primary election shall be held in the district in which the vacancy occurred on the ninth Tuesday or, if the ninth Tuesday is the day of or the day following a state holiday, the tenth Tuesday preceding the day of the special general election at which the vacancy is to be filled.

### **Nominations: (EC §10704)**

Candidates at the primary election shall be nominated in the same manner as a regular election, except that nomination papers shall not be circulated more than 73 days before the primary election, shall be left with the county elections official for examination not less than 53 days before the primary election, and shall be filed with the Secretary of State not less than 53 days before the primary election.

### **Absentee Ballot Requests: (EC §10704)**

Applications for absent voter ballots may be submitted not more than 25 days before the primary election. However, if the special vacancy election is consolidated with a statewide election, the absentee period will begin on the 29th day before the election as usual. Applications received by the elections official prior to the 25th day shall not be returned to the sender, but shall be held by the elections official and processed following the 25th day prior to the election.

### **Ballot Layout: (EC §10705)**

All candidates shall be listed on one ballot. If any candidate receives a majority of all votes cast, he or she shall be declared elected, and no special general election shall be held. Or, if only one candidate qualifies to have his or her name printed on the special general election ballot, that candidate shall be declared elected, and no special general election shall be held, even if that candidate received less than a majority of the votes cast.

### **General Run-Off Ballot: (EC §10706, 8605)**

If no candidate receives a majority of votes cast, the name of that candidate of each qualified political party who receives the most votes cast for all candidates of that party shall be placed on the special general election ballot as the candidate of that party.

The name of a write-in candidate shall not be placed on the ballot unless he or she receives votes in the primary election equal in number to 1% of all votes cast for the office at the last preceding general election at which the office was filled. In the case of an office that has not appeared on the ballot since its creation, the requisite number of votes shall equal 1% of the number of all votes cast for the office that had the least number of votes in the most recent general election in the jurisdiction in which the write-in candidate is seeking office.

In addition to the candidates referred to above, each candidate who has qualified for the ballot by reason of the independent nomination procedure in Elections Code §8300, et. al, shall be placed on the special general election ballot as an independent candidate. However, if two or more of these candidates are recorded on their affidavits of registration as being affiliated with the same political body, only the candidate with the greatest number of votes shall be placed on the special general election ballot.

### **Order of Contest on Ballot: (EC §10707)**

Whenever a special general election, or a special primary election, to fill a vacancy in Congress or the State Legislature is consolidated with a statewide election, the candidates to fill the vacancy shall appear on the consolidated ballot immediately preceding the candidates for that same seat in Congress or the seat in the legislature that most nearly encompasses the same geographical area at the statewide election, or the elections official at his or her option may print a separate and distinct ballot.

### **Vacancies in Congressional Offices Caused by Catastrophe: (EC §10730)**

The procedures provided by Chapter I, commencing with Section 10700, shall apply to special elections to the extent those provisions are not inconsistent with this chapter.

### **Governor's Proclamation: (EC §10732)**

Within seven calendar days of a catastrophe, the Governor shall issue a proclamation calling a special election pursuant to Section 10703.

### **Time to Call Election: (EC §10733)**

In the event of a catastrophe, a special election to fill a vacancy in the office of Representative in Congress shall be conducted on a Tuesday not more than 49 days following the announcement of the vacancy by the Speaker of the United States House of Representatives. A special election may be conducted within 75 days following the proclamation in order that the special election may be consolidated with the next regularly scheduled statewide election or local election occurring wholly or partially within the same territory in which the vacancy exists, provided that the voters eligible to vote in the local election comprise at least 50 percent of all the voters eligible to vote on the vacancy.

### **Nominations: (EC §10734a)**

No special primary election shall be held. Candidates at the special general election shall be nominated in the manner set forth in Chapter 1, commencing with Section 8000, or Part 1 of Division 8, except that nomination papers shall not be circulated more than 46 days before the special general election, shall be left with the county elections official for examination not less than 39 days before the special general election, and shall be filed with the Secretary of State not less than 35 days before the special general election.

### **Absentee Ballot Requests: (EC §10734b)**

Notwithstanding Section 3001, applications for absent voter ballots may be submitted not more than 30 days before the special general election, except that Section 3001 shall apply if the special general election is consolidated with a statewide election. Applications received by the elections official prior to the 30th day shall not be returned to the sender, but shall be held and processed following the 30th day prior to the election in the same manner as if received at that time.

### **Governor (CA Const., Article V, Section 10)**

The Lieutenant Governor shall become Governor when a vacancy occurs in the office of Governor.

The Lieutenant Governor shall act as Governor during the impeachment, absence from the State, or other temporary disability of the Governor or of a Governor-elect who fails to take office.

### **Other State Constitutional Offices (CA Const., Article V, Section 5)**

Whenever there is a vacancy in the office of the Superintendent of Public Instruction, the Lieutenant Governor, Secretary of State, Controller, Treasurer, or Attorney General, or on the State Board of Equalization, the Governor shall nominate a person to fill the vacancy who shall take office upon confirmation by a majority of the membership of the Senate and a majority of the membership of the Assembly and who shall hold office for the balance of the unexpired term.

In the event the nominee is neither confirmed nor refused confirmation by both the Senate and the Assembly within 90 days of the submission of the nomination, the nominee shall take office as if he or she had been confirmed by a majority of the Senate and Assembly; provided, that if such 90-day period ends during a recess of the Legislature, the period shall be extended until the sixth day following the day on which the Legislature reconvenes.

Proposition 103, an initiative statute passed by voters in November 1988, established the office of the State Insurance Commissioner. While the Insurance Code §12900 provides how the person is elected, there are no provisions for filling a vacancy in this office.

### **Supreme and Appellate Court Justices (CA Const., Article VI, Section 16d)**

Within 30 days before August 16 preceding the expiration of the judge's term, a judge of the Supreme Court or a court of appeal may file a declaration of candidacy to succeed to the office presently held by the judge. If the declaration is not filed, the Governor before September 16 shall nominate a candidate. At the next general election, only the candidate so declared or nominated may appear on the ballot, which shall present the question whether the candidate shall be elected. The candidate shall be elected upon receiving a majority of the votes on the question. A candidate not elected may not be appointed to that court but later may be nominated and elected.

The Governor shall fill vacancies in the Supreme and Appellate courts by appointment. An appointee holds office until the Monday after January 1 following the first general election at which the appointee had the right to become a candidate or until an elected judge qualifies. A nomination or appointment by the governor is effective when confirmed by the commission on Judicial Appointments.

Electors of a county, by majority of those voting and in a manner the Legislature shall provide, may make this system of selection applicable to judges of superior courts.

### **Superior Court Judge (CA Const., Article VI, Section 16c)**

Terms of judges of superior courts are 6 years beginning the Monday after January 1 following their election. A vacancy shall be filled by election to a full term at the next general election after the second January 1 following the vacancy, but the Governor shall appoint a person to fill the vacancy temporarily until the elected judge's term begins.

# COUNTY CENTRAL COMMITTEES/COUNTY COUNCILS

## **Democratic Party/Republican Party/American Independent Party (EC §7212-7215, 7410-713, 7657-7658)**

In the event of the appointment or election to a committee of an ineligible person, or whenever any member of the committee dies, resigns or becomes incapacitated to act, or removes from the jurisdiction of the committee, or ceases to be a member of this party, a vacancy exists which shall be filled by appointment by the committee in which the ineligibility or vacancy occurs. A committee may remove any member, other than an ex-officio member if:

1. The member misses more than three consecutive regularly called meetings, unless his or her absence is caused by illness or temporary absence from the county on the date of the meeting; or
2. The member, during his or her term of membership affiliates with, or registers as a member of another party, who publicly advocates that the voters should not vote for the nominee of this party for any office, or who gives support or avows a preference for a candidate of another party or candidate who is opposed to a candidate nominated by this party.

The removal of residence by an elected or appointed member of a committee from the Assembly district or supervisorial district from which he or she has been elected or appointed a member of that committee shall constitute his or her automatic resignation from the committee.

## **Libertarian Party/Peace and Freedom Party/Green Party (EC §7850, 7853-7855)**

For election purposes, the Libertarian, Natural Law and Green parties opted to utilize the provisions in the Elections Code pertaining to the Peace and Freedom Party. The Peace and Freedom Party was disqualified in 1998 and the Reform Party was disqualified after the November, 2002, General Election. A committee/council may remove any member if:

1. The member misses more than three consecutive regularly called meetings, unless his or her absence is caused by illness or temporary absence from the county on the date of the meeting; or
2. The member, during his or her term of membership affiliates with, or registers as a member of another party, who publicly advocates that the voters should not vote for the nominee of this party for any office, or who gives support or avows a preference for a candidate of another party or candidate who is opposed to a candidate nominated by this party.

The removal of residence by an elected or appointed member of a committee from the Assembly district or supervisorial district from which he or she has been elected or appointed a member of that committee shall constitute his or her automatic resignation from the committee.

Whenever new appointments are made to county central committees or county councils, committees obtain Certificates of Appointment and Oaths of Office from the Elections Department. Signed originals are then filed with the Elections Department
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# NOTICE OF VACANCY

(Sample Notice For Posting)

Interested persons are hereby notified that pursuant to Government Code §1780 there is a vacancy on the

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Board of Directors

The Position to be filled is for a term expiring \_\_\_\_\_.

***Eliminate this next sentence if the seat is up for a full term in the next election.***

The seat will go to election in November 20 \_\_\_\_ for the final two years of the term.

Applications are available at the

\_\_\_\_\_ District Office, located at

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Website: \_\_\_\_\_

Applications Due by: \_\_\_\_\_

This District Board has 60 days from the date the Board is notified of the vacancy or the effective date of the vacancy, whichever is later, to fill the vacancy by appointment or call a special election. Gov. Code §1780

Pursuant to Government Code §1780, this notice will be posted for 15 days in 3 or more conspicuous places in the district from \_\_\_\_\_ to \_\_\_\_\_.

# APPLICATION FOR APPOINTMENT TO A SPECIAL DISTRICT VACANCY

(Sample Application to be used at District's option)

If you are interested in serving on a special district Board of Directors, please complete

This application and return it to: \_\_\_\_\_

Date Due: \_\_\_\_\_

You will be advised by the district board if your appointment is confirmed. Thank you for your interest.

.....

DISTRICT: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME: \_\_\_\_\_ AGE (optional): \_\_\_\_\_

RESIDENCE ADDRESS: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

PHONE (Daytime): \_\_\_\_\_ (Evening): \_\_\_\_\_

E-MAIL: \_\_\_\_\_

**Statement of Qualifications:** (Briefly describe your qualifications and why you are interested in serving on the Board of Directors.)

**Certification:**

I certify that the information contained in this application is true and correct. I authorize the verification of the information in this application.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



# PUBLIC NOTICE OF VACANCY AND PROVISIONAL APPOINTMENT

(Sample Notice For Posting & Publishing)

1. A vacancy in the membership of the Governing Board on the \_\_\_\_\_ District has occurred by reason of: (resignation or other reason) of (name of trustee) effective (date).

2. The resignation was filed in the office of the San Luis Obispo County Superintendent of Schools on (date).

3. (Name of appointee) was appointed by the Governing Board on (date) to fill

The above named vacancy.

4. To challenge the appointment and order a special election, the following must be filed in the office of the San Luis Obispo County Superintendent of Schools within 30 days from the date of the provisional appointment:

- A. File a petition calling for a special election containing the valid signatures of at least 1 ½ percent of the number of registered voters of the district at the time of the last regular election for governing board members held within the (name of district), or 25 registered voters of the district, whichever is greater, or
- B. In districts with less than 2,000 registered voters, a petition shall be deemed to bear a sufficient number of signatures if signed by at least 5 percent of the number of registered voters of the district at the time of the last regular election of governing board members.

If a petition is not filed within the 30 day time frame, the provisional appointment shall become an effective appointment.

Governing Board of the (name of district)

\_\_\_\_\_  
Governing Board Secretary/Clerk

Date: \_\_\_\_\_

(Sample Petition Format)

**PETITION FOR SPECIAL ELECTION**  
**TO FILL THE VACANCY ON THE GOVERNING BOARD OF THE**  
**(NAME OF DISTRICT)**  
**IN SAN LUIS OBISPO County of San Luis Obispo**

The proponents of this petition as named herewith are registered voters of the aforementioned school district.

(Name & Residence Address of at least one, but not more than five proponents)

Pursuant to Education Code §5091, we the undersigned, who are registered voters of the (name of district) of San Luis Obispo County, California, hereby petition the County Superintendent of Schools to call a special election for the purpose of filling the vacancy on the governing board of said school district.

If an election is called pursuant to this petition, the provisional appointment heretofore made by the governing board of said school district to fill the vacancy shall be terminated.

The County Elections Official has estimated the cost of conducting the special election called pursuant to this petition to be approximately \$ \_\_\_\_\_ (insert estimated cost here) \_\_\_\_\_.

1. \_\_\_\_\_ 1" Space  
 Print Name Residence Address Only  
 \_\_\_\_\_  
 Sign Name City Zip
  
2. \_\_\_\_\_ 1" Space  
 Print Name Residence Address Only  
 \_\_\_\_\_  
 Sign Name City Zip
  
3. \_\_\_\_\_ 1" Space  
 Print Name Residence Address Only  
 \_\_\_\_\_  
 Sign Name City Zip

**DECLARATION OF PERSON CIRCULATING SECTION OF PETITION FOR SPECIAL ELECTION**  
(Set forth in circulator's own hand)

I, \_\_\_\_\_ declare:  
(Print Name)

1. My residence address is \_\_\_\_\_, in San Luis Obispo County, California, and I am a registered voter in the \_\_\_\_\_ (name of school district), in San Luis Obispo County;
2. I personally circulated the petition section for signing.
3. I witnessed each of the appended signatures being written on the petition and to my best information and belief, each signature is the genuine signature of the person whose name it purports to be: and
4. The appended signatures were obtained between the dates of \_\_\_\_\_ and \_\_\_\_\_ inclusive.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on \_\_\_\_\_ (date) at \_\_\_\_\_ (place of signing) \_\_\_\_\_

\_\_\_\_\_ (complete signature of petition circulator)

*It is recommended that you leave a 1" margin at the top, & a 1/2 " margin on the left, right & bottom.*



# Oceano Community Services District

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

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

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**Date:** April 13, 2022  
**To:** Board of Directors  
**From:** Carey Casciola, Business and Accounting Manager  
**Subject:** **Agenda Item #8(c): Consideration to adopt a Resolution Re-Authorizing Remote Teleconference Meetings**

## Recommendation

It is recommended that your Board consider adopting a Resolution Re-Authorizing Remote Teleconference Meetings

## Discussion

The District continues to carefully monitor the COVID-19 Coronavirus pandemic and follow the direction of the County Public Health Department in coordination with other local agencies. The Virtual Public Meeting Protocols were adopted by the Board on April 8, 2020, and revised on July 8, 2020, with the Declaration to alter the meeting location and establish virtual public meeting protocols because of the coronavirus pandemic.

AB 361 was signed by the Governor on September 16, 2021, which allows public agencies to continue to meet remotely during the state of emergency. The Board has adopted five Resolutions authorizing remote teleconference meetings since the month of October. Attached is a Resolution to re-authorize remote teleconference meetings for the period of April 27<sup>th</sup> to May 26<sup>th</sup>. Adoption of the Resolution will allow the District to continue to hold remote meetings and help protect the health of the public, Board members, and staff.

Staff intends to continue with remote public meetings for as long as legally permissible. Once in-person meetings resume, the District will continue to follow County Public Health Department recommendations and OSHA regulations. The Brown Act does allow for continued use of videoconference locations under normal circumstances, however, notice of public meetings must be posted at each location and the public must be able to attend at each location.

## Other Agency Involvement

None

## Other Financial Considerations

None



# Oceano Community Services District

Board of Directors Meeting

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## Results

The District's response to the COVID-19 pandemic contributes to a safe, healthy, livable, and well-governed community.

Attachments:

- Resolution

**RESOLUTION NO. 2022 -**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE OCEANO COMMUNITY SERVICES DISTRICT PROCLAIMING A LOCAL EMERGENCY PERSISTS, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY THE GOVERNOR ISSUED ON MARCH 4, 2020 AND RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE OCEANO COMMUNITY SERVICES DISTRICT FOR THE PERIOD APRIL 27TH TO MAY 26TH PURSUANT TO BROWN ACT PROVISIONS.**

WHEREAS, the Oceano Community Services District is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of Oceano Community Services District are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District’s legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provision for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District’s boundaries, caused by natural, technological or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, the Board of Directors previously adopted a Resolution 2021-10 on September 22, 2021 finding that the requisite conditions exist for the legislative bodies of Oceano Community Services District to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision (b) of section 54953; and

WHEREAS, as a condition of extending the use of the provisions found in section 54953(e), the Board of Directors must reconsider the circumstances of the state of emergency that exists in the District, and the Board of Directors has done so; and

WHEREAS, such conditions now exist in the District, specifically, the State of Emergency declared by Governor Newsom on March 4, 2020 due to COVID-19; and

WHEREAS, the Board of Directors does hereby find that COVID-19 has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District, and desires to affirm a local emergency exists and re-ratify the proclamation of state of emergency by the Governor of the State of California; and

WHEREAS, as a consequence of the local emergency persisting, the Board of Directors does hereby find that the legislative bodies of the Oceano Community Services District shall continue to conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall continue to comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, the Board of Directors adopted virtual meeting protocols on July 8, 2020 which include options for public participation.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF OCEANO COMMUNITY SERVICES DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

1. Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.
2. Section 2. Affirmation that Local Emergency Persists. The Board of Directors hereby considers the conditions of the state of emergency in the District and proclaims that a local emergency persists throughout the District, and COVID-19 has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District.
3. Section 3. Re-ratification of Governor's Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.
4. Section 4. Remote Teleconference Meetings. The General Manager, staff and legislative bodies of Oceano Community Services District are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, continuing to conduct open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

5. Section 5. Effective Date of Resolution. This Resolution shall take effect on April 27<sup>th</sup> and shall be effective until the earlier of (i) May 26<sup>th</sup>, or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of Oceano Community Services District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the Board of Directors of Oceano Community Services District on \_\_\_\_\_ by the following roll call votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_

President of the Board of Directors

ATTEST:

\_\_\_\_\_

Secretary for the Board of Directors