



## Notice of Special Meeting Oceano Community Services District - Board of Directors Agenda

Wednesday, December 20, 2023 – 1:00 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 General Manager 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 his/her remarks to a total of SIX (6) minutes. This time may be allocated 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. **PUBLIC COMMENT FOR ITEMS 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.*

### 5. **CLOSED SESSION:**

- A. PUBLIC EMPLOYMENT pursuant to Gov. Code Sec. 54957(b)(1) -- Title: District Legal Counsel

### 6. **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. Consider compensation, employment contract, and appointment of District Legal Counsel
- B. Adoption of a Code of Civility

### 7. **ADJOURNMENT:**

This agenda was prepared and posted pursuant to Government Code Section 54956. 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.

**ASISTENCIA A DISCAPACITADO** Si usted está incapacitado de ninguna manera y necesita alojamiento para participar en la reunión de la Junta, por favor llame a la Secretaría de la Junta al (805) 481-6730 para recibir asistencia por lo menos tres (3) días antes de la reunión para que los arreglos necesarios puedan ser hechos.

**OCEANO COMMUNITY SERVICES DISTRICT**

**RESOLUTION NO. 2023 - \_\_\_\_**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE OCEANO COMMUNITY SERVICES DISTRICT APPOINTING \_\_\_\_\_ AS DISTRICT LEGAL COUNSEL**

**WHEREAS**, Government (Gov.) Code section 61060(h) of the Community Services District Law authorizes a community services district to engage counsel and other professional services; and

**WHEREAS**, on October 25, 2023, the Board of Directors directed District staff to issue a Request for Proposals for legal services; and

**WHEREAS**, the District received a number of responses to the Request for Proposals and, in a special meeting held on December 4, 2023, conducted interviews with the applicants; and

**WHEREAS**, the Board of Directors desires to appoint \_\_\_\_\_ (“Attorney”) as legal counsel for the District effective \_\_\_\_\_ (“Effective Date”).

**THEREFORE, BE IT RESOLVED THAT** the Board of Directors hereby appoints Attorney as legal counsel for the District beginning on the Effective Date.

**BE IT FURTHER RESOLVED** that the President of the Board of Directors is hereby authorized to sign and execute a legal services agreement with the Firm to effectuate Attorney’s appointment as legal counsel for the District.

**PASSED AND ADOPTED** by the Board of Directors of the Oceano Community Services District on December 20, 2023, by the following vote:

**AYES:**

**NAYES:**

**ABSENT:**

**ABSTAIN:**

**ATTEST:**

\_\_\_\_\_  
President, Board of Directors of the  
Oceano Community Services District

\_\_\_\_\_  
Board Secretary of the  
Oceano Community Services District

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Daniel Cheung, District Legal Counsel

## **AGREEMENT FOR LEGAL SERVICES**

This Agreement for Legal Services (“Agreement”) is effective \_\_\_\_\_ (“Effective Date”) between the Oceano Community Services District (“District”) and Robert W. Schultz (“Attorney”) to perform the legal services described below. The District and Attorney are hereinafter referred to as the “Parties.” To the extent that California Business & Professions Code section 6148 applies to this engagement, this Agreement is intended to fulfill the requirements of that section.

### **1. RECITALS.**

**1.1.** The District desires to retain the Attorney to discharge the duties of Interim District Legal Counsel. The scope of the requested representation by the Attorney is to advise and represent the District in connection with any legal matters that the District may refer to the Attorney from time to time ("Matter(s)"), including acting as District general legal counsel, representing the District in groundwater litigation or conflicts, any matters related thereto, and any other matters of District business which may be referred to the Attorney from time to time.

**1.2.** The scope of the representation may be expanded from the work described above only if agreed upon in writing by both the District and the Attorney. The Attorney cannot guarantee a particular result or outcome in the Matter for which the Attorney has been retained. The Attorney’s responsibility in representing the District is to provide effective legal services consistent with our ethical and professional responsibilities and based upon all available information.

**1.3.** This Agreement is effective as of the Effective Date, regardless of when the Agreement is signed by the Parties.

### **2. TERM OF AGREEMENT**

The term of this Agreement shall be from the Effective Date until the District has selected and entered into an agreement with a permanent District Legal Counsel. It is understood by and between the parties that the District may also hire additional legal counsel for other matters after the execution of this Agreement. Therefore, this Agreement shall remain in full force and effect unless and until this Agreement is terminated as provided for herein, or until the parties execute a replacement agreement.

### **3. ATTORNEYS' FEES IN INDIVIDUAL ACTION; STATEMENTS IN "BLOCK BILLING" FORMAT.**

**3.1.** The District agrees to pay attorneys' fees on the following basis. It is understood that no specific fee is set by law, and that this fee has been specifically agreed to between the Parties. It is understood and agreed that the Attorney will submit its monthly invoices and costs advanced to Oceano Community Services District, attention General Manager. It is expressly understood and agreed that the District is responsible for the attorneys' fees and cost obligations incurred by the Attorney in representing the interests of the District.

**3.2.** Billing statements will be prepared and emailed by the Attorney to the District on a monthly basis. The Attorney's billing cycle is the calendar month. Payment of the billing statement is due upon receipt by the District, and a billed amount will be deemed past due if not paid within thirty (30) days of the date of the billing statement on which it first appears. Upon completion of this representation, the Attorney will send the District a final statement for all remaining fees and costs, if any.

**3.3.** The attorneys' fees component of the Attorney's billing statements will appear in "block billing" format. In other words, while the work performed by Attorney attorneys on any given day will be

stated in some detail, the time spent in performing those tasks will be aggregated and will appear as a single time entry. The minimum billing block is 0.1 hour for each task.

**3.4.** The legal services to be rendered by the Attorney on behalf of the District will be charged at an hourly rate. The Attorney cannot predict in advance what the total amount of fees will be for this engagement. The rate for the Attorney will be \$ 195.00 per hour.

**3.5.** The billing rate may be changed only by a written agreement signed by the parties before the updated rate goes into effect.

**3.6.** If a billing statement is not paid when due as described in paragraph 3.2 above, from the date when such statement is 30 days past due, interest will be charged on the principal balance (fees, costs, and disbursements) shown on the statement. Interest will be calculated by multiplying the unpaid balance by the periodic rate of 0.833 percent per month (ten percent [10%] annual percentage rate). The unpaid balance will bear interest until paid.

#### **4. COSTS AND EXPENSES.**

**4.1.** The District shall be responsible for all costs and expenses incurred while working on a Matter for the District. These costs may include, without limitation, filing and other court-imposed fees, photocopying charges, telephone charges, on-line research charges, deposition costs, and travel expenses, including lodging, food and the like. With advance authorization from the District Board of Directors (“Board”), the Attorney may employ outside legal counsel, investigators and other experts or consultants, whose fees and expenses shall be charged to the District as costs.

**4.2.** The Attorney may, in its discretion, advance some costs and expenses, with reimbursements to be made by the District upon periodic billing, upon termination of the Matter, or upon our discharge or withdrawal as attorneys, whichever occurs first. The reimbursement of any costs advanced is in addition to any billed attorneys' fees.

**4.3.** The Attorney will require the deposit of the Attorney’s reasonably estimated costs and fees in any mediation, arbitration or trial ten (10) days prior to any such proceeding.

#### **5. RETAINER DEPOSIT.**

The Attorney will not require an advance retainer prior to the commencement of work in this Matter.

#### **6. REPRESENTATIONS.**

It is acknowledged that the Attorney has made no representation whatsoever regarding the successful resolution of any legal Matter.

#### **7. COOPERATION AND RESOLUTION.**

The District agrees to cooperate fully with us in all aspects of the Matter. Examples of the assistance that the District is required to provide may include: providing information and access to records, being available for consultation and deposition sessions upon reasonable notice, actively participating in the decision-making process with regard to potential resolutions or strategy, and paying the Attorney's invoices as they come due.

**8. DISCHARGE, WITHDRAWAL OR COMPLETION OF REPRESENTATION.**

**8.1.** The legal representation described in this Agreement may be terminated as follows:

**8.1.1.** The District may discharge the Attorney at any time with notice to the Attorney.

**8.1.2.** The District acknowledges that the representation by Attorney under this Agreement is for an interim appointment. For this reason, District knowingly and freely assents to Attorney's withdrawal from representation under this Agreement with thirty (30) days' notice, but only if the District will suffer no actual or perceived harm or prejudice in any pending matter by Attorney's withdrawal. In either event, Attorney agrees to cooperate fully in the transition, including the transfer of files. Upon Attorney's termination of this Agreement, Attorney, upon the request of the District, will continue to represent the District on any specified matters pending at that time of the termination until completion or reassignment to new legal counsel, whichever occurs first. The rates and terms of compensation shall continue to be the same as set forth in this Agreement.

**8.2.** Unless specifically agreed by all parties, the Attorney will provide no further services and advance no further costs after receipt of notice that the District has discharged the Attorney.

**8.3.** Should the Attorney withdraw or be discharged, it shall be paid for all costs advanced and any outstanding balance of attorneys' fees. The District will remain responsible for any costs incurred on the District's behalf and remaining unpaid at the time of our discharge or withdrawal.

**8.4.** The District and the Attorney each agree to sign any documents reasonably necessary to complete the Attorney's discharge or withdrawal as the District's attorneys.

**8.5.** Upon completion of the legal tasks and representation covered by this engagement letter, the Attorney will provide no further services unless agreed to in writing by both parties.

**9. ARBITRATION.**

**9.1.** Any dispute between the District and the Attorney concerning attorneys' fees or other costs for professional services rendered by the Attorney pursuant to this Agreement will be, at the District's election, submitted to arbitration. If the District elects to arbitrate such dispute, the arbitration shall be conducted pursuant to California Business & Professions Code sections 6200 et seq.

**9.2.** In the event of any arbitration, action, or proceeding arising out of this Agreement, the prevailing party shall be entitled to recover all costs and other expenses, including reasonable attorneys' fees, incurred by it in connection with or in preparation for such arbitration, action or proceeding.

**10. OTHER PROVISIONS.**

**10.1. Waiver.** Waiver by either Party of any term or condition in this Agreement or any breach shall not constitute a waiver of any other term or condition or breach of this Agreement.

**10.2. Right to Seek Independent Legal Advice.** Before entering into this Agreement, the Attorney has advised the District of the District's right to seek the advice of an independent attorney concerning the terms and conditions of this Agreement. The District may seek such independent advice as it desires concerning any questions on this Matter.

**10.3. Insurance Coverage.** The Attorney will maintain errors and omissions insurance applicable to the legal services to be provided.

**10.4. Notices.** Any notice or communication permitted or required by this Agreement shall be in writing and may be made by personal delivery and email to the Attorney or to the Board President; or, if delivered by mail, shall become effective two (2) days after mailing by certified mail, return receipt requested, postage prepaid addressed as follows:

**10.4.1.** If to the District, to: Board President, Oceano Community Services District, at the then-current business address for the District.

**10.4.2.** If to the Attorney, at the address listed on the last billing statement received by the District from the Attorney.

**10.5. Entire Agreement.** This Agreement contains all of the terms agreed upon by all Parties with respect to the subject matter of this Agreement and supersedes all prior agreements, arrangements, and communications between the parties concerning such subject matter, whether oral or written. This Agreement may only be amended by a written instrument signed and dated by all Parties and approved by resolution of the Board.

**10.6. Drafting.** This Agreement shall be interpreted as if it had been drafted by both parties concurrently and equally and shall not be interpreted against either Party by virtue of that Party having primarily drafted the Agreement.

**ROBERT W. SCHULTZ (“ATTORNEY”)**

**OCEANO COMMUNITY SERVICES DISTRICT (“DISTRICT”)**

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
Board President

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

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

*Approved as to form:*

\_\_\_\_\_  
Daniel M. Cheung, District Legal Counsel

## **AGREEMENT FOR LEGAL SERVICES**

This Agreement for Legal Services (“Agreement”) is effective \_\_\_\_\_ (“Effective Date”) between the Oceano Community Services District (“District”) and JAM Law Group (“Firm”) to perform the legal services described below. The District and Firm are hereinafter referred to as the “Parties.” To the extent that California Business & Professions Code section 6148 applies to this engagement, this Agreement is intended to fulfill the requirements of that section.

### **1. RECITALS.**

**1.1.** The scope of the requested representation by the Firm is to advise and represent the District in connection with any legal matters that the District may refer to the Firm from time to time (“Matter(s)”), including acting as District general legal counsel, representing the District in groundwater litigation or conflicts, any matters related thereto, and any other matters of District business which may be referred to the Firm from time to time.

**1.2.** The scope of the representation may be expanded from the work described above only if agreed upon in writing by both the District and the Firm. The Firm cannot guarantee a particular result or outcome in the Matter for which the Firm has been retained. The Firm’s responsibility in representing the District is to provide effective legal services consistent with our ethical and professional responsibilities and based upon all available information.

**1.3.** The District recognizes and agrees that one or more lawyers and/or paralegals at the Firm may work on the Matter. The District understands that it is hiring the law firm and not any individual lawyers. However, Jeffrey A. Minnery (“Attorney”) will be the attorney primarily responsible for this Matter.

**1.4.** This Agreement is effective as of the Effective Date, regardless of when the Agreement is signed by the Parties.

### **2. ATTORNEYS' FEES IN INDIVIDUAL ACTION; STATEMENTS IN "BLOCK BILLING" FORMAT.**

**2.1.** The District agrees to pay attorneys' fees on the following basis. It is understood that no specific fee is set by law, and that this fee has been specifically agreed to between the Parties. It is understood and agreed that the Firm will submit its monthly invoices and costs advanced to Oceano Community Services District, attention General Manager. It is expressly understood and agreed that the District is responsible for the attorneys' fees and cost obligations incurred by the Firm in representing the interests of the District.

**2.2.** Billing statements will be prepared and mailed by the Firm to the District on a monthly basis. The Firm's billing cycle is the calendar month. Payment of the billing statement is due upon receipt by the District, and a billed amount will be deemed past due if not paid within thirty (30) days of the date of the billing statement on which it first appears. Upon completion of this representation, the Firm will send the District a final statement for all remaining fees and costs, if any.

**2.3.** The attorneys' fees component of the Firm's billing statements will appear in "block billing" format. In other words, while the work performed by Firm attorneys on any given day will be stated in some detail, the time spent in performing those tasks will be aggregated and will appear as a single time entry for each attorney on that day. The minimum billing block is 0.1 hour for each task.

**2.4.** The legal services to be rendered by the Firm on behalf of the District will be charged at an hourly rate. All attorneys and paralegals have an assigned hourly rate and separately record their time spent on each client matter. Because the time spent by professionals in performing services on behalf of the District is the most significant element in determining the amount of our fees, the Firm cannot predict in advance what the total amount of fees will be for this engagement. The rate for all attorneys in the Firm will be \$ 215.00 per hour. The firm does not intend to charge for clerical staff in the ordinary course of business. However, the Firm will utilize paralegals if certain projects can be performed by firm paralegals in a manner that ensures the highest level of representation with a decreased cost to the District. The rate for all paralegals in the Firm will be \$ 115.00 per hour.

**2.5.** The billing rate may be changed only by a written agreement signed by the parties before the updated rate goes into effect.

**2.6.** If a billing statement is not paid when due as described in paragraph 2.2 above, from the date when such statement is 30 days past due, interest will be charged on the principal balance (fees, costs, and disbursements) shown on the statement. Interest will be calculated by multiplying the unpaid balance by the periodic rate of 0.833 percent per month (ten percent [10%] annual percentage rate). The unpaid balance will bear interest until paid.

### **3. COSTS AND EXPENSES.**

**3.1.** The District shall be responsible for all costs and expenses incurred while working on a Matter for the District. These costs may include, without limitation, filing and other court-imposed fees, photocopying charges, telephone charges, on-line research charges, deposition costs, and travel expenses, including lodging, food and the like. With advance authorization from the District acting through the General Manager or the Board, the Firm may employ outside legal counsel, investigators and other experts or consultants, whose fees and expenses shall be charged to the District as costs.

**3.2.** The Firm may, in its discretion, advance some costs and expenses, with reimbursements to be made by the District upon periodic billing, upon termination of the Matter, or upon our discharge or withdrawal as attorneys, whichever occurs first. The reimbursement of any costs advanced is in addition to any billed attorneys' fees.

**3.3.** The Firm will require the deposit of the Firm's reasonably estimated costs and fees in any mediation, arbitration or trial ten (10) days prior to any such proceeding.

### **4. RETAINER DEPOSIT.**

The Firm will not require an advance retainer prior to the commencement of work in this Matter. The Firm may require a retainer if the anticipated scope of our work changes prior to any mediation, arbitration, or trial of the Matter. To the extent a retainer is requested, it will be deposited into the Firm's client trust account and retained there. The Firm's monthly invoices for fees and costs will be paid from the retainer amount until it is exhausted. If any portion of the retainer deposit is left at the



conclusion of the Firm's engagement, it will be returned to the District.

**5. REPRESENTATIONS.**

It is acknowledged that the Firm has made no representation whatsoever regarding the successful resolution of the Matter.

DRAFT

## **6. COOPERATION AND RESOLUTION.**

The District agrees to cooperate fully with us in all aspects of the Matter. Examples of the assistance that the District is required to provide may include: providing information and access to records, being available for consultation and deposition sessions upon reasonable notice, actively participating in the decision-making process with regard to potential resolutions or strategy, and paying this Firm's invoices as they come due.

## **7. DISCHARGE, WITHDRAWAL OR COMPLETION OF REPRESENTATION.**

**7.1.** The District may discharge the Firm at any time. The Firm may withdraw for good cause. Among facts constituting good cause is the breach of this Agreement by the District are: failure to cooperate with us or to follow our advice on a material matter, failure to pay this Firm's invoices when due, or any fact or circumstance that would permit us to withdraw under California attorney ethics rules.

**7.2.** Unless specifically agreed by all parties, the Firm will provide no further services and advance no further costs after receipt of notice that the District has discharged the Firm as the District's attorneys.

**7.3.** Should the Firm withdraw or be discharged, it shall be paid for all costs advanced and any outstanding balance of attorneys' fees. The District will remain responsible for any costs incurred on the District's behalf and remaining unpaid at the time of our discharge or withdrawal.

**7.4.** The District and the Firm each agree to sign any documents reasonably necessary to complete the Firm's discharge or withdrawal as the District's attorneys.

**7.5.** Upon completion of the legal tasks and representation covered by this engagement letter, the Firm will provide no further services unless agreed to in writing by both parties.

## **8. ARBITRATION.**

**8.1.** Any dispute between the District and the Firm concerning attorneys' fees or other costs for professional services rendered by the Firm pursuant to this Agreement will be, at the District's election, submitted to arbitration. If the District elects to arbitrate such dispute, the arbitration shall be conducted pursuant to California Business & Professions Code sections 6200 et seq.

**8.2.** In the event of any arbitration, action, or proceeding arising out of this Agreement, the prevailing party shall be entitled to recover all costs and other expenses, including reasonable attorneys' fees, incurred by it in connection with or in preparation for such arbitration, action or proceeding.

## **9. OTHER PROVISIONS.**

**9.1. Waiver.** Waiver by either Party of any term or condition in this Agreement or any breach shall not constitute a waiver of any other term or condition or breach of this Agreement.

**9.2. Right to Seek Independent Legal Advice.** Before entering into this Agreement, the Firm has advised the District of the District's right to seek the advice of an independent attorney

concerning the terms and conditions of this Agreement. The District may seek such independent advice as it desires concerning any questions on this Matter.

**9.3. Insurance Coverage.** The Firm will maintain errors and omissions insurance applicable to the legal services to be provided.

**9.4. Notices.** Any notice or communication permitted or required by this Agreement shall be in writing and may be made by personal delivery to the Firm or to the Board President; or, if delivered by mail, shall become effective two (2) days after mailing by certified mail, return receipt requested, postage prepaid addressed as follows:

**9.4.1.** If to the District, to: Board President, Oceano Community Services District, at the then-current business address for the District.

**9.4.2.** If to the Firm, at the address listed on the last billing statement received by the District from the Firm.

**9.5. Entire Agreement.** This Agreement contains all of the terms agreed upon by all Parties with respect to the subject matter of this Agreement and supersedes all prior agreements, arrangements, and communications between the parties concerning such subject matter, whether oral or written. This Agreement may only be amended by a written instrument signed and dated by all Parties and approved by resolution of the Board.

**9.6. Drafting.** This Agreement shall be interpreted as if it had been drafted by both parties concurrently and equally and shall not be interpreted against either Party by virtue of that Party having primarily drafted the Agreement.

**THE JAM LAW GROUP (“FIRM”)**

**OCEANO COMMUNITY SERVICES DISTRICT**

\_\_\_\_\_

\_\_\_\_\_

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

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

Board President

Its: \_\_\_\_\_

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

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

*Approved as to form:*

\_\_\_\_\_  
Daniel M. Cheung, District Legal Counsel



**COUNTY OF SAN LUIS OBISPO  
BOARD OF SUPERVISORS**

**Jimmy Paulding** *District Four Supervisor*

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November 8, 2023

President Villa and Members of the Board of Directors  
Oceano Community Services District  
1655 Front Street, Oceano CA 93445

**Subject: An Open Letter to the Oceano Community Services District Board of Directors**

Dear President Villa and Board Directors,

As a fellow elected representative of the unincorporated community of Oceano, I am reaching out to offer guidance and my support to the Oceano Community Services District. Following your Board meetings of October 11 and October 25, 2023, several Oceano residents have reached out to me and expressed their concern over the current state of the District and its Board of Directors. Having watched these meetings, I too have concerns about Board incivility and dysfunction.

Like you, I care deeply about Oceano and its people. Together, the County and the District are responsible for providing many of the core services that residents and business owners in Oceano rely on every day, and we must work collaboratively to ensure Oceano's needs are met.

To be clear, the County and the District are separate and independent government entities. You are the duly elected representatives of the Oceano CSD, and you, as a Board of Directors, are the ultimate decision-makers for providing the policy direction and leadership for the District. The guidance I offer is made with the recognition of and respect for your elected role and authority.

Nevertheless, I believe the current dysfunction of your Board is not only detracting from the important work of the District but is also doing a disservice to the people of Oceano whom we are accountable for serving.

In order to assist your Board with addressing your current challenges, I would like to offer the following suggestions:

1. **Promote an environment of civility, respect, professionalism, and productivity at your meetings by agreeing to abide by a code of civility.** In recent years, the County Board of Supervisors along with all seven cities adopted a code of civility. I believe your Board would benefit from diligently following a similar code by helping guide discussion and healthy debate during your deliberations. I have attached a sample Code of civility to this letter if your Board has not previously adopted one.
2. **Adhere to the policies in your bylaws pertaining to decorum of Board Directors as well as members of the public.** Upon reviewing your bylaws, I have noted at least a half dozen sections that would be useful to guide your deliberations as Board Directors. Further, the Board President should also enforce rules of decorum for public attendees not only to help meetings run more efficiently with minimal disruptions but also to ensure all meeting participants and attendees feel safe and welcome. Relevant provisions from your bylaws are also attached.
3. **Consider withdrawing your motions to censure each other and focus on the future of the district.** The public does not want to see you skewer each other to prove a point. They want to see you conduct yourselves like professionals with the best interests of the district and community in mind.

It is my hope that each of these suggestions will help reset the tone of your Board meetings and keep your Board focused on conducting the business of the district in a constructive, productive, and civil manner.

The citizens are paying attention and want to see you embrace your better angels and demonstrate leadership. This leadership could immediately be demonstrated by committing to following a code of civility and adhering to your District bylaws.

Finally, I want to thank each of you for the time you spend volunteering as District Board Directors for the community of Oceano. I genuinely believe, even when we disagree, that we all want to see a thriving Oceano community. I look forward to working in collaboration and partnership with your Board to advance common goals that will benefit the community of Oceano.

Sincerely,



**Jimmy Paulding**

District 4 Supervisor

San Luis Obispo County Board of Supervisors

**Enclosure:**

Code of Civility

Excerpted OCSD bylaw provisions

## CODE OF CIVILITY

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

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

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

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

In our deliberations we pledge to:

### **Listen First**

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

### **Respect Different Opinions**

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

### **Be Courteous**

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

### **Disagree Constructively**

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

### **Debate the Policy Not the Person**

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

**Excerpted provisions from the Oceano Community Services District Bylaws:**

- Section 5.1 Directors shall at all times conduct themselves with courtesy to each other, to staff and to members of the audience present at Board meetings.
- Section 5.2. Differing viewpoints are healthy in the decision-making process. Individuals have the right to disagree with ideas and options, but in a respectful manner.
- Section 5.3. Once the Board takes action, Directors should commit to supporting the action and should not obstruct implementation of the action.
- Section 2.10. During each meeting, time shall be set aside to receive public comment in accordance with the Brown Act and District policy. Public comment shall be directed to the Board as a whole and not to any member individually or to the public.
- Section 2.11. If an individual or group willfully interrupts a meeting, fails to adhere to the District's policies pertaining to public comment, or otherwise creates an unreasonable disruption to the proceedings, the meeting may be stopped and the room may be cleared. In such circumstances, members of the media must be allowed to remain and only matters on the agenda can be discussed.
- Section 6.2. The Board is the unit of authority within the District. Apart from their normal functions as a part of the Board, Directors have no individual authority. As individuals, Directors may not commit the District to any policy, act or expenditure.
- Section 6.3. Directors represent and act for the community as a whole.
- Section 6.4. The primary responsibility of the Board is the formulation and evaluation of policy. Routine matters concerning the operational aspects of the District are the responsibility of the professional staff members of the District. Directors should not obstruct the professional staff in the performance of their duties.