

Pursuant to the Oceano Community Services District Board of Director's Resolution 2021-11, members of the Board of Directors, staff and public may participate in this meeting via teleconference and/or electronically. The Oceano Community Services District Boardroom will NOT be open for accessing the meeting.



**Notice of Regular Meeting**  
**Oceano Community Services District - Board of Directors Agenda**  
**WEDNESDAY, DECEMBER 08, 2021 – 6:00 P.M.**  
**Location: TELECONFERENCE – SEE BELOW**

**HOW TO OBSERVE THE MEETING**

This meeting will be conducted using Zoom software, which requires a name/email to be entered prior to accessing the meeting. This is not a District requirement for participation. Public participants are welcome to use an anonymous name/email if preferred.

**Telephone:** Listen to the meeting live by dialing (669) 900-9128 or (253) 215-8782. Enter **Meeting ID# 892-6279-7188** followed by the pound (#) key. Then enter the **Password: 508435** followed by the pound (#) key. If the line is busy, additional phone numbers can be found on Zoom's website at <https://zoom.us/u/abb4GNs5xM>

**Computer:** With internet access use the **Password: 508435** to watch the live streaming at <https://us02web.zoom.us/j/89262797188?pwd=Q2lUeVc5THhnZk10TEtOUTITcXRiZz09> or by going to [zoom.us](https://zoom.us) and selecting "Join A Meeting" then entering the **Meeting ID# 892-6279-7188** followed by the **Password: 508435**

**Mobile:** Log in through the Zoom Mobile App on a smartphone or tablet and enter **Meeting ID#: 892-6279-7188** then enter the **Password: 508435**.

For information on Zoom's system requirements please visit: <https://support.zoom.us/hc/en-us/articles/201362023-System-Requirements-for-PC-Mac-and-Linux>

**HOW TO SUBMIT PUBLIC COMMENTS**

**Before the Meeting:** Please email your comments to [carey@oceanocsd.org](mailto:carey@oceanocsd.org) with "Public Comment" in the subject line. In your email please include the agenda item number and title and your comments. You may also provide public comment through the District website at: <https://oceanocsd.org/contact/>. All comments received before 12:00 p.m. the day of the meeting will be included as an agenda supplement on the District's website <https://oceanocsd.org/meeting-agendas-minutes/agenda-packets/> and provided to the Directors prior to the meeting. Comments received after the deadline, but prior to the meeting start time, will be attached to the minutes of the meeting.

**Live Comments:** During the meeting, the Board President or designee will announce the opportunity for public comment. Members of the public may utilize the "raise hand" feature in Zoom to be placed into the speaking queue. 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.

**To "Raise Hand:"**

- **Telephone:** Press "\* 9" to raise your hand to notify meeting host and be placed in the queue. The host will unmute and call on you when it's your time to speak.
- **Computer/Mobile Device:** Click the "raise hand" button to notify meeting host and be placed in the queue. The host will unmute and call on you when it's your time to speak. If the "raise hand" button is not displayed on the screen, please click the "participants" icon at the bottom of the screen and the "raise hand" button will appear.

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.

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

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 November 10, 2021
- B. Review of Cash Disbursements
- C. Adopt a Resolution Re-Authorizing Remote Teleconference Meetings Recommendation
- D. Approval of a Budget Adjustment, CEQA Exemption, and Contract for Consultant Services for the Stormwater Capture and Groundwater Recharge Project

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 Options for a Special Tax to Fund Fire and Emergency Medical Service
- B. Election of District Officers and 2022 Committee Assignments

**9. HEARING ITEMS:**

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

- A. Adoption of an Ordinance Amending District Code 12 – Solid Waste and approval of a Letter of Designation for the Integrated Waste Management Authority

**10. RECEIVED WRITTEN COMMUNICATIONS:**

**11. LATE RECEIVED WRITTEN COMMUNICATIONS:**

- 12. FUTURE AGENDA ITEMS:** Deferred Infrastructure Program (as needed), Lopez Water Contract Amendments (Late 2021), 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)

**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)

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**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, November 10, 2021 – 6:00 P.M.

Location: TELECONFERENCE

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

Lucia Casalnuovo, OBCA	Requested a letter of support from the Board for the SLOCOG project #15 – a crosswalk/revitalization of HWY 1.
Charles Varni	Commented on a letter emailed 10/31/2021 regarding SLOCOG project #15.

6. **SPECIAL PRESENTATIONS & REPORTS:**

**A. STAFF REPORTS:**

- i. **Sheriff’s South Station** – Absent
- ii. **FCFA** - Chief Steve Lieberman – Absent
- iii. **Operations** - Utility Systems Manager - Tony Marraccino - Lopez is at 29.6% full which is 14,610AF. State Water 43AF; 0 Lopez and pumped 16AF in October. Continuing with daily rounds; weekly and monthly samples; 8 work orders; 6 USAs; 7 customer service calls and 1 after hours call out. 0 SSOs in October. 7 Ready311 tickets. Placed door hangers (utility billing). Placed 6 new dual (trash & recycling) cans in Oceano. Completed repairs to the jetter and are continuing to sewer jet. Replaced sewer manhole ring on 4<sup>th</sup> Street. Completed first of the month startups. 20 HP Booster is back up and running. D. Sparling passed his Class A test.
- iv. **OCS D General Manager** – Will Clemens – Meeting with Water Action Team (Countywide members) a subcommittee has been formed to look at desalination. CSD General Managers met with Senator John Laird to discuss water issues and solid waste issues CSDs are facing with AB 1383. Met with county wide emergency services staff and County OES – developing a new software where people will be assigned evacuation zones to assist EMS/first responders in the event of an emergency (wildfire, flood, earthquake, etc.). New dual trash/recycling cans installed via a partial grant from IWMA.

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

- i. Director Villa – reported on the 10/14/2021 & 10/21/2021 Oceano Advisory Council (OAC) meetings.
- ii. Director Gibson – reported on the 11/5/2021 State Water Subcontractors Advisory and 10/6/2021 Water Resources Advisory Committee (WRAC) meeting.
- iii. Vice President White – None
- iv. Director Replogle – Absent
- v. President Austin – reported on the 11/3/2021 South San Luis Obispo County Sanitation District (SSLOCS D) meeting.

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

None

<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 October 27, 2021</li> <li>b. Review of Cash Disbursements</li> <li>c. Adopt a Resolution Re-Authorizing Remote Teleconference Meetings</li> <li>d. Re-authorize a \$7,500 budget adjustment from General Fund reserves originally approved at the Regular Board Meeting of October 27, 2021</li> </ul>	<p>After an opportunity for public comment, Board and staff discussion, a motion was made by Director Gibson to approve the consent agenda items as presented with a second from Vice President White and a 4-0 roll call vote. Absent: Director Replogle</p> <p>Public Comment: None None</p>

<b>8A. BUSINESS ITEM:</b>	<b>ACTION:</b>
Introduction of an Ordinance Amending District Code 12 – Solid Waste and adoption of a recycled content paper product purchasing policy and adoption of the amendment to the MOA with the Integrated Waste Management Authority	<p>After an opportunity for public comment, Board and staff discussion, a motion was made by Vice President White to approve staff recommendations with a second from Director Gibson and a 4-0 roll call vote. Absent: Director Replogle</p> <p>Public Comment: Mary Martin – In opposition of the County Board of Supervisors decision to leave the IWMA.</p>

- 9. **HEARING ITEMS:** None
- 10. **RECEIVED WRITTEN COMMUNICATIONS:** None
- 11. **LATE RECEIVED WRITTEN COMMUNICATIONS:** None
- 12. **FUTURE AGENDA ITEMS:** Deferred Infrastructure Program (as needed), Lopez Water Contract Amendments (Late 2021), 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)
- 13. **FUTURE HEARING ITEMS:** None
- 14. **CLOSED SESSION:** None
- 15. **ADJOURNMENT:** at approximately 6:56PM



# Oceano Community Services District

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

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

Date: December 8, 2021

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
	59264 - 59305	
<b>Disbursements:</b>		
Regular Payable Register - paid 11/18/2021	59264 - 59279	\$ 17,346.76
Regular Payable Register - paid 12/01/2021	59286 - 59298	\$ 26,118.33
Hydrant Deposit Refund, U/B Final Bill Refund - paid 12/01/2021	59299 - 59300	\$ 517.76
Subtotal:		\$ 43,982.85
<b>Reoccurring Payments for Board Review (authorized by Resolution 2020-06):</b>		
Payroll Disbursements - PPE 11/06/2021	N/A	\$ 32,381.20
Payroll Disbursements - PPE 11/20/2021	N/A	\$ 32,673.11
Mechanics Bank Visa Card Online Payment - paid 11/10/2021	N/A	\$ 1,771.74
Reoccurring Health Disbursements Online Payment - paid 11/16/2021	N/A	\$ 9,430.48
Reoccurring Utility Disbursements - paid 11/18/2021	59280 - 59284	\$ 1,114.16
Reoccurring Health Disbursements - paid 11/18/2021	59285	\$ 56.21
Reoccurring Utility Disbursements - paid 12/01/2021	59301 - 59304	\$ 5,550.83
Reoccurring Health Disbursements - paid 12/01/2021	59305	\$ 1,042.74
Subtotal:		\$ 84,020.47
Grand Total:		\$ 128,003.32

### 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.

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	-----AMOUNT-----	STATUS	FOLIO	CLEAR DATE
1-1001-000	11/18/2021	CHECK	059264	ARAMARK	186.23CR	OUTSTND	A	0/00/0000
1-1001-000	11/18/2021	CHECK	059265	BURDINE PRINTING & GRAPHICS	3,056.40CR	OUTSTND	A	0/00/0000
1-1001-000	11/18/2021	CHECK	059266	FAMCON PIPE & SUPPLY, INC.	165.30CR	OUTSTND	A	0/00/0000
1-1001-000	11/18/2021	CHECK	059267	FERGUSON ENTERPRISES, INC #135	296.44CR	OUTSTND	A	0/00/0000
1-1001-000	11/18/2021	CHECK	059268	GSI WATER SOLUTIONS, INC.	1,997.87CR	OUTSTND	A	0/00/0000
1-1001-000	11/18/2021	CHECK	059269	J.B. DEWAR, INC.	424.06CR	OUTSTND	A	0/00/0000
1-1001-000	11/18/2021	CHECK	059270	MID STATE CONCRETE PRODUCTS	589.34CR	OUTSTND	A	0/00/0000
1-1001-000	11/18/2021	CHECK	059271	MINER'S ACE HARDWARE, INC.	187.89CR	OUTSTND	A	0/00/0000
1-1001-000	11/18/2021	CHECK	059272	MOSS, LEVY & HARTZHEIM	2,000.00CR	OUTSTND	A	0/00/0000
1-1001-000	11/18/2021	CHECK	059273	NATIONAL DEMOGRAPHICS, INC	2,750.00CR	OUTSTND	A	0/00/0000
1-1001-000	11/18/2021	CHECK	059274	ONE COOL EARTH	2,495.00CR	OUTSTND	A	0/00/0000
1-1001-000	11/18/2021	CHECK	059275	PRO-TECH LANDSCAPE MANAGEMENT,	410.00CR	OUTSTND	A	0/00/0000
1-1001-000	11/18/2021	CHECK	059276	SLO CO PUBLIC HEALTH DEPT.	455.70CR	OUTSTND	A	0/00/0000
1-1001-000	11/18/2021	CHECK	059277	TROESH COLEMAN PACIFIC	257.40CR	OUTSTND	A	0/00/0000
1-1001-000	11/18/2021	CHECK	059278	WATER SYSTEMS CONSULTING, INC.	622.13CR	OUTSTND	A	0/00/0000
1-1001-000	11/18/2021	CHECK	059279	ZENITH INSURANCE COMPANY	1,453.00CR	OUTSTND	A	0/00/0000
TOTALS FOR ACCOUNT 1-1001-0				CHECK TOTAL:	17,346.76CR			
				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			

11/18/2021 3:36 PM  
COMPANY: 99 - POOLED CASH FUND  
ACCOUNT: 1-1001-000 POOLED CASH OPERATING  
TYPE: All  
STATUS: All  
FOLIO: All

CHECK RECONCILIATION REGISTER  
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: 059264 THRU 059279

UNIFORMS  
WATER RPT PRINT, MAIL & POSTAGE, ENVELOPES  
SYSTEM PARTS  
SYSTEM PARTS  
NCMA 2021 ANNUAL REPORT  
FUEL  
SEWER MAINTENANCE  
SYSTEM PARTS  
AUDIT SERVICES  
DEMOGRAPHIC SERVICES  
EARTH GENIUS PGM-OCEANO ELEMENTARY  
LANDSCAPING  
BACKFLOW SERVICES  
SEWER MAINTENANCE  
NCMA STAFF EXTN SERVICES  
WORKERS COMP INSURANCE

CHECK RECONCILIATION REGISTER

11/18/2021 3:36 PM  
 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: 059264 THRU 059279

PAGE: 2

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	-----AMOUNT-----	STATUS	FOLIO	CLEAR DATE
TOTALS FOR POOLED CASH FUND								
CHECK				TOTAL:	17,346.76CR			
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			



ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	-----AMOUNT-----	STATUS	FOLIO	CLEAR DATE
1-1001-000	12/01/2021	CHECK	059286	ADAMSKI MOROSKI MADDEN CUMBERL	1,818.50CR	OUTSTND	A	0/00/0000 LEGAL SERVICES
1-1001-000	12/01/2021	CHECK	059287	ARAMARK	185.30CR	OUTSTND	A	0/00/0000 UNIFORMS
1-1001-000	12/01/2021	CHECK	059288	BRENT SARKISON DBA CALTEC COMP	597.00CR	OUTSTND	A	0/00/0000 MONTHLY STD BKUP, TECH SUPPORT
1-1001-000	12/01/2021	CHECK	059289	CLINICAL LAB OF SAN BERNARDINO	620.00CR	OUTSTND	A	0/00/0000 WATER SAMPLES
1-1001-000	12/01/2021	CHECK	059290	FAMCON PIPE & SUPPLY, INC.	299.23CR	OUTSTND	A	0/00/0000 HYDRANT MAINTENANCE
1-1001-000	12/01/2021	CHECK	059291	MINER'S ACE HARDWARE, INC.	95.52CR	OUTSTND	A	0/00/0000 INVENTORY
1-1001-000	12/01/2021	CHECK	059292	MUNICIPAL CODE CORPORATION	2,295.00CR	OUTSTND	A	0/00/0000 ANNUAL SELF-PUB LICENSE
1-1001-000	12/01/2021	CHECK	059293	NBS GOVERNMENT FINANCE GROUP	4,500.00CR	OUTSTND	A	0/00/0000 PARCEL TAX MODELING SERVICES
1-1001-000	12/01/2021	CHECK	059294	PETTY CASH	2.01CR	OUTSTND	A	0/00/0000 U/B ADDR RETN NOTICE POSTAGE DUE
1-1001-000	12/01/2021	CHECK	059295	QUILL CORPORATION	114.19CR	OUTSTND	A	0/00/0000 OFFICE SUPPLIES
1-1001-000	12/01/2021	CHECK	059296	SLO CO PUBLIC HEALTH DEPT.	1,024.00CR	OUTSTND	A	0/00/0000 ANNUAL HAZMAT FEE
1-1001-000	12/01/2021	CHECK	059297	SWRCB/ DRINKING WATER OP CERT	60.00CR	OUTSTND	A	0/00/0000 RENEWAL CERTIFICATION FEE
1-1001-000	12/01/2021	CHECK	059298	RECYCLE AWAY, LLC DBA TRASHC	14,507.58CR	OUTSTND	A	0/00/0000 SIX DOUBLE RECYCLING STATIONS
TOTALS FOR ACCOUNT 1-1001-0					26,118.33CR			
				CHECK TOTAL:	26,118.33CR			
				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					26,118.33CR			
				CHECK TOTAL:	26,118.33CR			
				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			

CHECK RECONCILIATION REGISTER

12/01/2021 3:25 PM  
 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: 059286 THRU 059298

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 999,999.99  
 CHECK NUMBER: 059299 THRU 059300

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

CHECK:

ACCOUNT	DATE	TYPE	NUMBER	DESCRIPTION	AMOUNT	STATUS	FOLIO	CLEAR DATE
1-1001-000	12/01/2021	CHECK	059299	MOCK, ADRIAN COLIN	17.76CR	OUTSTND	A	0/00/0000
1-1001-000	12/01/2021	CHECK	059300	JEROME JONES (SSLOCS	500.00CR	OUTSTND	A	0/00/0000

TOTALS FOR ACCOUNT 1-1001-0

CHECK	TOTAL:	517.76CR
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:	517.76CR
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

UB FINAL BILL CREDIT BALANCE - REFUND DUE  
 REFUND HYDRANT DEPOSIT

**Payroll Summary Report**  
**Board of Directors - Agenda Date December 8, 2021**

	(*)		
<u>Gross Wages</u>	10/23/2021	11/6/2021	11/20/2021
Regular	\$27,820.21	\$27,820.21	\$27,918.22
Overtime Wages	\$347.64	\$448.70	\$399.80
Stand By	\$600.00	\$450.00	\$600.00
	<u>\$28,767.85</u>	<u>\$28,718.91</u>	<u>\$28,918.02</u>
Cell Phone Allowance	\$0.00	\$75.00	\$0.00
Total Wages	<u>\$28,767.85</u>	<u>\$28,793.91</u>	<u>\$28,918.02</u>
<u>Disbursements</u>			
Net Wages	\$21,398.70	\$21,395.15	\$21,568.71
State and Federal Agencies	\$5,249.11	\$5,243.59	\$5,347.33
CalPERS - Normal	\$5,583.05	\$5,583.05	\$5,597.11
SEIU - Union Fees	\$159.41	\$159.41	\$159.96
Total Disbursements processed with Payroll	<u>\$32,390.27</u>	<u>\$32,381.20</u>	<u>\$32,673.11</u>
Health (Disbursed with reoccurring bills)	\$6,176.70	\$6,284.56	\$5,959.48
Total District Payroll Related Costs	<u>\$38,566.97</u>	<u>\$38,665.76</u>	<u>\$38,632.59</u>

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

**Oceano Community Services District**  
Mechanics Bank Visa Card

**A/P Visa Card Disbursement**

Date	Transaction	Name	Amount	Description	GL Account #
10/21/2021	DEBIT	MSFT * E0500GCHCP 800-642-7	\$ (1,650.00)	PERMITS, FEES LICENSES	01-5-4100-248
10/18/2021	DEBIT	INTUIT *QuickBooks Onl CL.INTUIT	\$ (50.00)	PERMITS, FEES LICENSES	01-5-4100-248
10/06/2021	DEBIT	MSFT * E0500G6JNN 800-642-7	\$ (12.50)	PERMITS, FEES LICENSES	01-5-4100-248
10/06/2021	DEBIT	MSFT * E0400G01E6 800-642-7	\$ (12.50)	PERMITS, FEES LICENSES	01-5-4100-248
10/04/2021	DEBIT	ZOOM:US 888-799-9666 WWW.ZOOM.	\$ (46.74)	OFFICE EXPENSE	01-5-4100-200

Total ACH - 11/10/2021

\$ (1,771.74)

12/08/2021 Board Meeting - Mechanics Visa Card Online Payment -  
paid 11/10/2021

**\$1,771.74**

**Oceano Community Services District A/P Approval**

Online Payment

Date	Name	Amount	Description	Account Name
11/16/2021	Anthem Blue Cross	\$ 9,430.48	Employee Health Insurance	PULLED FROM PAYROLL

Total ACH - 11/16/2021 \$ 9,430.48

12/08/2021 Board Meeting - Online Payment - paid 11/16/2021	\$ 9,430.48
--	-------------

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 999,999.99  
 CHECK NUMBER: 059280 THRU 059284

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

ACCOUNT	DATE	TYPE	NUMBER	DESCRIPTION	AMOUNT	STATUS	FOLIO	CLEAR DATE
1-1001-000	11/18/2021	CHECK	059280	MAP COMMUNICATIONS, INC. DBA A	316.10CR	OUTSTND	A	0/00/0000
1-1001-000	11/18/2021	CHECK	059281	CHARTER COMMUNICATIONS	150.00CR	OUTSTND	A	0/00/0000
1-1001-000	11/18/2021	CHECK	059282	DIGITAL WEST NETWORKS, INC.	408.12CR	OUTSTND	A	0/00/0000
1-1001-000	11/18/2021	CHECK	059283	SO CAL GAS	135.49CR	OUTSTND	A	0/00/0000
1-1001-000	11/18/2021	CHECK	059284	STANLEY CONVERGENT SECURITY SO	104.45CR	OUTSTND	A	0/00/0000

ANSWERING SVC

INTERNET - COMMUNICATIONS

PHONES

UTILITY

WELLS AND FIRE MONITOR

TOTALS FOR ACCOUNT 1-1001-0

CHECK TOTAL: 1,114.16CR  
 DEPOSIT TOTAL: 0.00  
 INTEREST TOTAL: 0.00  
 MISCELLANEOUS TOTAL: 0.00  
 SERVICE CHARGE TOTAL: 0.00  
 EFT TOTAL: 0.00  
 BANK-DRAFT TOTAL: 0.00

TOTALS FOR POOLED CASH FUND

CHECK TOTAL: 1,114.16CR  
 DEPOSIT TOTAL: 0.00  
 INTEREST TOTAL: 0.00  
 MISCELLANEOUS TOTAL: 0.00  
 SERVICE CHARGE TOTAL: 0.00  
 EFT TOTAL: 0.00  
 BANK-DRAFT TOTAL: 0.00

CHECK RECONCILIATION REGISTER

11/18/2021 3:32 PM  
 COMPANY: 99 - POOLED CASH FUND  
 ACCOUNT: 1-1001-000 POOLED CASH OPERATING  
 TYPE: All  
 STATUS: All  
 FOLIO: All

11/18/2021 3:32 PM  
 COMPANY: 99 - POOLED CASH FUND  
 ACCOUNT: 1-1001-000 POOLED CASH OPERATING  
 TYPE: All  
 STATUS: All  
 FOLIO: All

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

CHECK: 1-1001-000 11/18/2021 CHECK 059285 TASC -CLIENT INVOICES 56.21CR OUTSTND A 0/00/0000 FSA ADM FEE

TOTALS FOR ACCOUNT 1-1001-0

CHECK	TOTAL:	56.21CR
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:	56.21CR
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 999,999.99  
 CHECK NUMBER: 059301 THRU 059304

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	-----AMOUNT-----	STATUS	FOLIO	CLEAR DATE
1-1001-000	12/01/2021	CHECK	059301	COASTAL COPY, INC.	230.05CR	OUTSTND	A	0/00/0000
1-1001-000	12/01/2021	CHECK	059302	DE LAGE LANDEN FINANCIAL SERVI	150.15CR	OUTSTND	A	0/00/0000
1-1001-000	12/01/2021	CHECK	059303	ELECSYS INTERNATIONAL, LLC	223.50CR	OUTSTND	A	0/00/0000
1-1001-000	12/01/2021	CHECK	059304	PACIFIC GAS & ELECTRIC	4,947.13CR	OUTSTND	A	0/00/0000

TOTALS FOR ACCOUNT 1-1001-0

CHECK	TOTAL:	5,550.83CR
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:	5,550.83CR
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

COPIES/MAINTENANCE  
 COPIER LEASE  
 EQUIPMENT MONITOR  
 UTILITY



12/01/2021 3:27 PM  
 COMPANY: 99 - POOLED CASH FUND  
 ACCOUNT: 1-1001-000 POOLED CASH OPERATING  
 TYPE: All  
 STATUS: All  
 FOLIO: All

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

CHECK: 1-1001-000 12/01/2021 CHECK 059305 PRINCIPAL LIFE INSURANCE COMPA 1,042.74CR 0/00/0000 A 0/00/0000 EMPLOYEE INSURANCE

TOTALS FOR ACCOUNT 1-1001-0

CHECK	TOTAL:	1,042.74CR
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	TOTAL:	1,042.74CR
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:** December 8, 2021  
**To:** Board of Directors  
**From:** Carey Casciola, Business and Accounting Manager  
**Subject:** **Agenda Item #7(C): Adopt a Resolution Re-Authorizing Remote Teleconference Meetings**

## **Recommendation**

It is recommended that your Board adopt 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. On November 10, 2021 the Governor issued an executive order N-21-21 that extended the emergency proclamation through March 31, 2022. The Board has adopted three Resolutions authorizing remote teleconference meetings since the month of October. Attached is a Resolution to re-authorize remote teleconference meetings for the period of January 1<sup>st</sup> to January 30<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. 2021 -**

**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 THEN EXTENDED ON NOVEMBER 10, 2021, AND RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE OCEANO COMMUNITY SERVICES DISTRICT FOR THE PERIOD JANUARY 1ST TO JANUARY 30TH 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 then extended with executive order N-21-21 on November 10, 2021 and the Proclamation of Local Emergency declared by the County of San Luis Obispo on March 13, 2020; and

WHEREAS, on September 1, 2021, the San Luis Obispo County Health Officer issued Order Number 6 requiring face coverings in all public indoor settings attributable to the rise in SARS-CoV-2 Delta Variant; and

WHEREAS, the Board of Directors does hereby find that the rise in SARS-CoV-2 Delta Variant 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 the San Luis Obispo County Health Officer's Order Number 6; 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 and then extended with executive order N-21-21 on November 10, 2021.

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 January 1<sup>st</sup> and shall be effective until the earlier of (i) January 30<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



# 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:** December 8, 2021

**To:** Board of Directors

**From:** Will Clemens, General Manger

**Subject: Agenda Item #7(D):** Approval of a Budget Adjustment, CEQA Exemption, and Contract for Consultant Services for the Stormwater Capture and Groundwater Recharge Project

## Recommendation

It is recommended that the Board:

1. Approve a budget adjustment in the amount of \$2,580,090 in the Water Fund from Prop 1 grant revenues and water fund reserves for the Stormwater Capture and Groundwater Recharge Project (Project).
2. Find that the Project is exempt from Section 21000 et seq. of the California Public Resources Code (CEQA) and direct the General Manager to sign the Notice of Exemption and file with the County Clerk/Recorder.
3. Approve the attached contract with Cannon, Inc. for Consultant Services in the amount of \$607,300 and authorize the President to sign.

## Discussion

The District was awarded funding under the State Water Board's (SWB) Technical Assistance (TA) program for preliminary design efforts and development of a grant application for funds from Proposition 1, a water bond approved by California voters in 2014. The TA work was directly funded by the SWB and the District did not incur costs for those efforts. The TA preliminary design effort was completed by Cannon, Inc. and the plans were prepared to approximately the 60% level. The current design concept is attached as the project map. On July 10, 2019, your Board approved a grant application for a stormwater capture and groundwater recharge project (Project) at Oceano Elementary School and on 19th Street between Beach and Paso Robles streets. The grant application was submitted in July 2020. On March 24, 2021, your Board authorized entering into a funding agreement with the SWB to fund implementation of the project.

It is now necessary to approve the attached contract with Cannon, Inc. to complete the design of the project and provide other professional engineering services during the bidding and construction phases of the project. These efforts will be funded by the Prop 1 grant awarded by the SWB.



**Other Agency Involvement**

The State Water Board’s TA program directly funded the costs of consultants for project development, which were not incurred by the District. The Council for Watershed Health and Cannon, Inc. provided the TA funded through the State Water Board’s TA program. Both the Lucia Mar Unified School District and the County of San Luis Obispo provided letters of support for the Project.

**Financial Considerations**

Based on Oceano’s income status, the District is receiving a discounted local match of 5% on eligible project costs. The following table illustrates the estimated costs for the projects.

Total Cost Estimate	Prop 1 Grant	5% Match (Approximate)
<u>\$ 2,580,090</u>	<u>\$ 2,450,733</u>	<u>\$ 129,357</u>

It is now necessary to approve a budget adjustment to appropriate the funds necessary to complete the Project and to approve the attached CEQA Notice of Exemption for filing with the County Clerk/Recorder. Annual operations and maintenance costs are estimated at less than \$5,000. All local match and annual maintenance costs will be funded through the Water Fund of the District.

**Results**

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

Attachments:

- Contract with Canon, Inc.
- Project Map
- CEQA Notice of Exemption



**AGREEMENT FOR CONSULTANT SERVICES,  
STORMWATER CAPTURE AND  
GROUNDWATER RECHARGE PROJECT  
CANNON, INC.**

**THIS AGREEMENT** made and entered into on December 8, 2021 by and between the Oceano Community Services District, a special district, collectively hereinafter referred to as DISTRICT and CANNON, INC., hereinafter referred to as CONSULTANT.

**RECITALS**

The DISTRICT desires to retain said services of the CONSULTANT on an independent Contractor basis for professional engineering services, more specifically identified in the Proposal, Scope of Work and Fee Schedule, jointly attached as Exhibit A to this Agreement, herein referred to as the PROJECT, subject to the terms and conditions as hereinafter set forth.

Therefore, in consideration of the mutual agreements contained herein, the DISTRICT and the CONSULTANT agree as follows:

**ARTICLE I. SCOPE OF SERVICES**

The CONSULTANT shall complete said PROJECT as specified in Exhibit A, and in accordance with local, State and Federal laws.

**ARTICLE II. AUTHORIZATION AND COMMENCEMENT OF PERFORMANCE**

The services of the CONSULTANT are authorized by the DISTRICT.

**ARTICLE III. COMPENSATION AND PAYMENT**

The compensation for the services rendered by the CONSULTANT under this Agreement shall be as provided in Exhibit A. Work shall be performed on a base contract, not to exceed basis of \$607,300 in accordance with Exhibit A.

The CONSULTANT shall invoice the DISTRICT for the District's share on a monthly basis, and the DISTRICT will pay the CONSULTANT on a monthly basis per billings from the CONSULTANT unless otherwise identified in this agreement. The CONSULTANT will submit invoices monthly or upon completion of a specified scope of service in accordance with the CONSULTANT's standard invoicing practices.

Payment is due upon receipt of the invoice. Payments will be made by either check or electronic transfer to the address specified by the CONSULTANT, and will reference the CONSULTANT's invoice number.

Interest will accrue at the rate of 1% per month of the invoiced amount in excess of 30 days past the invoice date.

In the event of a disputed or contested invoice, only that portion so contested will be withheld from payment, and the undisputed amounts will be paid.

#### **ARTICLE IV. TERM OF AGREEMENT**

The term of the agreement is set out in Exhibit A and subject to extension if circumstances necessitate it and Parties agree to it in writing. This Agreement may be terminated by either the DISTRICT or the CONSULTANT with or without any reason, upon giving thirty (30) days written notice to other party. In the event of termination, CONSULTANT shall be paid for work performed to the termination date.

Upon termination, CONSULTANT immediately shall turn over to the District any and all copies of videotapes, studies, sketches, drawings, computations, and other data, whether or not completed, prepared by CONSULTANT, and for which CONSULTANT has received reasonable compensation, or given to CONSULTANT in connection with this Agreement. Such materials shall become the DISTRICT's permanent property, provided, however, CONSULTANT shall not be liable for the DISTRICT's use of incomplete materials or for the DISTRICT's use of complete documents if used for other than the project or scope of services contemplated by this Agreement.

Both parties agree to submit any claims, disputes or controversies arising out of or in relation to the interpretation, application, or enforcement of this Agreement to non-binding mediation pursuant to the Rules for Commercial Mediation of the American Arbitration Association, as a condition precedent to litigation or any other form of dispute resolution.

The prevailing party in any action between the parties to this Agreement brought to enforce the terms of this Agreement or arising out of this Agreement shall recover from the other party its reasonable costs and attorney's fees expended in connection with such an action.

#### **ARTICLE V. INSURANCE**

A. The CONSULTANT shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage, issued by a company satisfactory to the DISTRICT.

- 1) Commercial general liability insurance including a contractual liability endorsement in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability, including a non-owned automobile endorsement;
- 2) Errors and omissions insurance to a minimum coverage of \$500,000, with neither the CONSULTANT nor listed sub-consultants having less than \$500,000 individually;
- 3) Workers' compensation insurance in compliance with the laws of the State of California.

- B. Certificates of insurance evidencing the coverages required by the clauses set forth above shall be filed with the DISTRICT prior to the effective date of this Agreement. This is a condition precedent to the formation of any obligation by the DISTRICT to compensate CONSULTANT under this Agreement.
- C. All insurance policies required by this section shall not be canceled, limited or non-renewed without first giving 30 days written notice to the DISTRICT.
- D. The CONSULTANT agrees that the commercial general liability insurance policy shall be endorsed to name the DISTRICT, its Board of Directors, officers and employees as additional insured and to provide that the coverages provided to the DISTRICT shall be primary and not contributing to or in excess of any existing the DISTRICT's insurance coverages.
- E. All insurance standards applicable to the CONSULTANT shall also be applicable to the CONSULTANT'S subconsultants. The CONSULTANT agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the DISTRICT.

**ARTICLE VI. INDEPENDENT CONTRACTOR/PERSONAL SERVICE**

The CONSULTANT shall perform the services hereunder as an independent contractor and shall not be considered an employee of the DISTRICT for any purposes. The CONSULTANT is not entitled to any District benefits, including PERS, unemployment compensation, health insurance, or any other benefit. Only personnel listed in Exhibit A shall perform services called for under this Agreement and shall not employ or otherwise incur an obligation to pay persons, specialists, experts, or subconsultants for services in connection with the services to be performed under this Agreement without prior written approval of the DISTRICT.

**ARTICLE VII. ASSISTANCE BY DISTRICT**

Subject to other provisions of this Agreement, the DISTRICT shall provide the CONSULTANT with copies of any specifications, maps, drawings, records, or other documentation, which are required by the CONSULTANT in order to perform the services specified herein. The DISTRICT shall provide all further reasonably necessary information to the CONSULTANT upon the CONSULTANT's request.

**ARTICLE VIII. INDEMNIFICATION**

CONSULTANT, to the extent permitted by law, agrees to indemnify and save harmless the DISTRICT and its Board members, officers, employees and agents from:

**Third Party Claims.** Any and all claims and demands made against the DISTRICT or its Board members, officers, employees or agents by reason of any injury to or death of or damage to any person or entity, of any nature whatsoever, arising out of CONSULTANT's performance of services under this Agreement however caused, excepting, however, any such claims and demands which are the result of the sole negligence or willful misconduct of the DISTRICT or its Board members, officers, employees or agents;

**DISTRICT Property Damage Claims.** Any and all damage to or destruction of the property of the DISTRICT, its Board members, offices, employees or agents or used by or in the CONSULTANT's care, custody, or control, arising out of CONSULTANT's performance of services under this Agreement however caused, excepting, however, any such claims and demands which are the result of the sole negligence or willful misconduct of the DISTRICT or its Board members, officers, employees or agents;

**CONSULTANT Employee, Subconsultant and Agent Claims.** Any and all claims and demands which may be made against the DISTRICT or its Board members, officers, employees or agents by reason of any injury to or death of or damage suffered or sustained by any CONSULTANT employee, subcontractor or agent under this Agreement, arising out of CONSULTANT's performance under this Agreement however caused, excepting, however, any such claims and demands which are the result of the sole negligence or willful misconduct of the DISTRICT or its Board members, officers, employees or agents.

#### **ARTICLE IX. ASSIGNMENT**

This Agreement shall not be assigned by either party without the prior written approval of the other.

#### **ARTICLE X. NON-DISCRIMINATION**

The CONSULTANT will refrain from discriminatory employment actions or practices on the basis of the race, color, age, sex, sexual orientation, religious creed, national origin, or ancestry of any employee or applicant for employment.

#### **ARTICLE XI. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof and supersedes any previous agreements or understandings.

**AGREEMENT FOR CONSULTANT SERVICES,  
STORMWATER CAPTURE AND  
GROUNDWATER RECHARGE PROJECT  
CANNON, INC.**

**SIGNATURE PAGE**

**IN WITNESS WHEREOF**, the parties hereto have entered into this Agreement effective as of the day and year first written above.

**OCEANO COMMUNITY SERVICES DISTRICT**

\_\_\_\_\_  
Board of Directors President

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
General Manager

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
DISTRICT's Legal Counsel

\_\_\_\_\_  
Date

**CANNON, INC.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

## EXHIBIT A

### 19TH STREET STORMWATER CAPTURE AND GROUNDWATER RECHARGE PROJECT

#### SCOPE OF WORK - CANNON CORPORATION CONSULTANT SERVICES

##### **Task 1. Direct Project Administration**

###### 1.1 Grant Agreement

- 1.1.1 Provide support to the Oceano Community Services District General Manager (General Manager) during the grant agreement process with the State Water Board (SWB).

###### 1.2 Project Management and Administration

- 1.2.1 Provide all technical and administrative services as needed for Project completion; monitor, supervise, and review all work performed; and coordinate budgeting and scheduling to ensure the Project is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations.
- 1.2.2 Notify the Project Manager at least fifteen (15) working days in advance of upcoming meetings, workshops, and trainings.
- 1.2.3 Develop and update appropriately a detailed Project schedule, including key Project milestones, and submit to the Project Manager.
- 1.2.4 Conduct periodic and final site visits with the Project Manager.
- 1.2.5 Conduct pre-, during, and post-construction photo monitoring at the Project site and submit to the Project Manager.
- 1.2.6 Coordinate with and obtain assistance from the General Manager as needed. Provide the General Manager with all reports, schedules, and updates prior to or concurrently with those provided to the Project Manager.
- 1.2.7 Progress Reports  
Submittal of quarterly progress reports, using a format provided by the Project Manager, within forty-five (45) days following the end of the calendar quarter (March, June, September, and December) to the Project Manager. Progress reports must provide a brief description of activities that have occurred, milestones achieved, monitoring results (if applicable), and any problems encountered in the performance of the work under this Agreement during the applicable reporting period. Reporting is required even if no Project-related activities occurred during the reporting period. The reports will document all activities and expenditures per data provided by the General Manager, including work performed by contractors.
- 1.2.8 As-Needed Reports  
Expeditious submittal of any reports, data, and information reasonably required by the Division including, but not limited to, material necessary or appropriate for evaluation of the funding program or to fulfill any reporting requirements of the state or federal government.

## 1.2.9 Final Reports

At the conclusion of the Project, the following will be submitted to the Project Manager:

- 1.2.9.1 Draft Final Project Report. Prepare and submit to the Project Manager for comment a draft Final Project Report in a format provided by the Project Manager.
- 1.2.9.2 Final Project Report. Prepare a Final Project Report that addresses, to the extent feasible, comments made by the Project Manager on the draft Final Project Report. Submit one (1) reproducible master copy and an electronic copy. Upload an electronic copy in pdf format to the Financial Assistance Application Submittal Tool (FAAST) system (available at <https://faast.waterboards.ca.gov>).
- 1.2.9.3 Final Project Summary. Prepare a brief summary of the information contained in the Final Project Report using a format provided by the Project Manager and include accomplishments, recommendations, and lessons learned, as appropriate. Upload an electronic copy in pdf format to the FAAST system.
- 1.2.9.4 Final Project Inspection and Certification. Upon completion of the Project, Cannon and General Manager shall provide a final inspection and shall certify that the Project has been completed in accordance with this Agreement, any final plans and specifications submitted to the State Water Board, and any amendments or modifications thereto. If the Project involves the planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, or other professionals, the final inspection and certification shall be conducted by a California Registered Civil Engineer or other appropriate California registered professional. The results of the Final Project Inspection and Certification shall be submitted to the Project Manager.

## **Task 2. Planning, Design, Engineering, Environmental**

### 2.1. Planning, Design, and Engineering

- 2.1.1 Prepare a Design Report that includes a geotechnical analysis and hydrology study to support the design plans and specifications and submit to the Project Manager for comment.
- 2.1.2 Prepare the one hundred percent (100%) design plans and specifications with a summary describing: any changes that may affect the Project quantities and benefits listed in this item and final secured match sources and amounts that will satisfy Match Contribution and submit to the Project Manager for approval. The Project shall capture, treat, and/or infiltrate storm water and dry weather runoff collected from a minimum of seventeen (17) acres of drainage area. The Project shall be designed to manage a minimum of seven (7) acre-feet per year of runoff using the following approaches:
  - 2.1.2.1 A minimum of sixty (60) linear feet of storm drain and a minimum of one (1) manhole to convey stormwater to the subsurface infiltration gallery in Item 2.1.2.2.

- 2.1.2.2 A subsurface infiltration gallery at Oceano Elementary School with a minimum design storage capacity of nineteen thousand six hundred (19,600) cubic feet.
- 2.1.2.3 A minimum of five hundred (500) linear feet of curb and gutter with curb-cuts.
- 2.1.2.4 A minimum of one thousand nine hundred (1,900) square feet of bioretention area.
- 2.1.2.5 A minimum of seven thousand one hundred (7,100) square feet of impervious surfaces with pervious pavement and/or landscaping.
- 2.1.2.6 A minimum of thirty-two (32) street trees.

## 2.2 Supplemental Geotechnical and Surveying

- 2.2.1 Obtain additional geotechnical analysis including percolation tests at the future infiltration gallery site and recommended structural paving sections for new paving, sidewalks, and walkways.
- 2.2.2 Obtain additional topographic surveying to gather locations and elevations of existing site and street features and appurtenances.
  - 2.2.2.1 Submit Global Positioning System (GPS) information for project site(s) and monitoring location(s) for this Project to the Project Manager. Submittal requirements for GPS data are available at: [http://www.waterboards.ca.gov/water\\_issues/programs/grants\\_loans/grant\\_info/docs/gps.pdf](http://www.waterboards.ca.gov/water_issues/programs/grants_loans/grant_info/docs/gps.pdf).

## 2.3 Environmental and Permits

### 2.3.1 Environmental Compliance and Permitting

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

2.3.1.1 Complete documentation required under CEQA for the proposed implementation project. Take all required steps to prepare, circulate, and certify the required CEQA document(s).

2.3.1.1.1 Submit the draft CEQA document to the Project Manager for comment, if applicable.

2.3.1.1.2 Submit the final CEQA document to the Project Manager.

2.3.1.1.3 Obtain written environmental clearance from the Project Manager confirming the State Water Board has made its own environmental findings and concurred that implementation/construction may proceed.

2.3.2 Obtain all public agency approvals, entitlements, or permits required for Project implementation before field work begins. If the Project is carried out on lands not owned by the Recipient, the Recipient must obtain adequate rights of way for the Useful Life of the Project. Submit a list and signed copies of such approvals, entitlements or permits to the Project Manager.



- 2.3.3 Comply with the Department of General Services, Division of State Architect (DSA) process for design plan approval, if required.
  - 2.3.3.1 Submit design plans and specification approved in Item 2.1.2 to DSA for approval, or;
  - 2.3.3.2 Provide a letter certifying the Project is exempt from DSA review and the basis for the exemption to the Project Manager.
- 2.3.4 Submit proof of design plan approval received from DSA, if required, including comments or changes, electronically to the Project Manager prior to preparing the bid documents in Item 2.4.

#### 2.4 Construction Bid Documents, Bid, Award

- 2.4.1 Complete the bid documents in accordance with the approved design plans, after receiving all required approvals, and advertise the Project for bid. Submit the advertised bid documents and bid summary to the Project Manager.

### **Task 3. Construction and Implementation**

#### 3.1 Construction Site Management

- 3.1.1 Award the construction contract(s) and submit the Notice(s) to Proceed and awarded contract(s) for the Project to the Project Manager.
- 3.1.2 Provide construction administration during construction and submit any proposed changes that arise during construction that may affect the Project's benefits listed in Item 2.1.2, schedule, or costs to the Project Manager for approval.
  - 3.1.2.1 Submit as-built drawings and a summary of changes from the approved design plans and specifications that occurred during construction to the Project Manager.
- 3.1.3 Provide coordination and oversight related to the contractor's preparation and implementation of a SWPPP and the required BMPs and erosion control devices and methods.
- 3.3 Prepare an Operations and Maintenance Plan that addresses operation and maintenance of the Project for its Useful Life and submit to the Project Manager for approval.
  - 3.3.1 Prepare a memorandum of understanding and/or agreements that are required to Operate and Maintain the Project.
    - 3.3.1.1 Submit the draft memorandum of understanding and/or agreements to the Project Manager for comment.
    - 3.3.1.2 Submit the executed (final) memorandum of understanding and/or agreements to the Project Manager.

### **Task 4. Monitoring, Performance**

#### 4.1 PAEP Revisions, Implementation

- 4.1.1 Prepare and submit an updated Project Assessment and Evaluation Plan (PAEP) which describes the manner in which the Project performance will be assessed, evaluated, and reported to the Project Manager for approval. The PAEP shall detail the methods of measuring and reporting Project benefits. Implementation of

any monitoring and performance assessment and/or evaluation actions shall not occur prior to PAEP approval by the Project Manager.

#### 4.2 PAEP Data Management and Reporting

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

### **SCHEDULE**

<u>Submittal Description</u>	<u>Estimated Due Date</u>
1. Draft CEQA Exemption	December 2021
2. GPS Information	January 2022
3. Project Assessment and Evaluation	January 2022
4. Detailed Project Schedule	February 2022
5. Final CEQA Exemption	February 2022
6. Signed Approvals, Entitlements, Encroachment Permits	February 2022
7. Design Report	May 2022
8. 100% Plans and Specifications and Summary	June 2022
9. Draft MOUs	August 2022
10. Final MOUs	January 2023
11. DSA Exemption or Approval	January 2023
12. Advertised Bid Documents	February 2023
13. Construction Notice to Proceed	April 2023
14. Construction Completion	August 2023
15. As-built Drawings and Summary of Changes	December 2023
16. Operations and Maintenance Plan	December 2023
17. Progress Reports	Quarterly, beginning March 2022
18. Draft Final Project Report	December 2023
19. Final Project Summary, Inspection and Certification	December 2023
20. Final Project Report	January 2024

### **ASSUMPTIONS AND EXCLUSIONS**

1. Task 3.2 Construction / Implementation is a general contractor task and is not included in Cannon's scope of services.
2. Task 4.3 Monitoring Equipment and Installation is not in Cannon's scope of services.
3. Tasks 5.1, 5.2, and 5.3 Education and Outreach are not in Cannon's scope of services.
4. Based on an August 2021 discussion with San Luis Obispo County staff, it is assumed that the County will grant right-of-way approval and issue an encroachment permit prior to the approval of the construction documents.
5. It is assumed that a CEQA exemption for the project will be granted and accepted by the SWB.
6. It is assumed that a timely and reasonable Memorandum of Understanding will be agreed to by the OCSD and the Oceano Elementary School / Lucia Mar School District for the use of the school's property for the installation, operation, and maintenance of the infiltration gallery.

**FEE SUMMARY**

<b>1. Direct Project Administration</b>	
Task 1.1 Grant Agreement/Kick-Off Meeting	\$380
Task 1.2 Project Administration & Reporting	\$91,765
<b>2. Planning/Design/Engineering/ Environmental</b>	
Task 2.1 Design, Plans, Specs, Estimate	\$174,715
Task 2.2 Supplemental Geotechnical and Surveying	\$31,770
Task 2.3 Environmental and Permits (CEQA, County permits)	\$19,885
Task 2.4 Construction Bid documents/Bid/Award	\$33,630
<b>3. Construction/Implementation</b>	
3.1 Construction Administration & Management, Record Drawings	\$237,475
3.3 Operations and Maintenance Protocols	\$9,880
<b>4. Monitoring/Performance</b>	
4.1 PAEP Revisions/Implementation	\$4,000
4.2 PAEP data management and reporting	\$3,800
<b>Total:</b>	<b>\$607,300</b>

**2021/22 Fee Schedule**

Bill Rate Ranges

Subject to change

Assistant Resident Engineer	\$ 135 - \$ 157
Associate Construction Engineer	\$ 110 - \$ 120
Associate Engineer	\$ 140 - \$ 177
Associate Land Surveyor	\$ 160 - \$ 185
Associate Landscape Architect	\$ 145 - \$ 156
Automation Design/Project Engineer	\$ 115 - \$ 140
Automation Specialist	\$ 135 - \$ 153
Automation Technician	\$ 95 - \$ 112
Accounting Specialist	\$ 45 - \$ 65
Accounting Mgr/ Sr. Specialist	\$ 90 - \$ 150
Business Services Administrator I - III	\$ 62 - \$ 81
Architect Senior Associate	\$ 175 - \$ 195
CAD Tech	\$ 85 - \$ 103
CAD Manager	\$ 100 - \$ 120
Construction Inspector I - III	\$ 110 - \$ 136
Construction Manager	\$ 155 - \$ 173
Design Engineer	\$ 110 - \$ 141
Department Manager	\$ 180 - \$ 235
Director	\$ 190 - \$ 225
Engineer Tech	\$ 98 - \$ 108
Engineering Assistant I - II	\$ 80 - \$ 105
Engineering Manager	\$ 210 - \$ 230
Grant Funding Manager I - II	\$ 130 - \$ 157
I&E Construction Coordinator I - II	\$ 93 - \$ 125
I&E Services Coordinator	\$ 80 - \$ 92
Information Systems Admin/Manager	\$ 75 - \$ 125
Land Surveyor I - V	\$ 150 - \$ 205
Landscape Architect	\$ 105 - \$ 119
Landscape Designer I - II	\$ 80 - \$ 113
Lead Automation Specialist	\$ 147 - \$ 162
Lead Automation Technician	\$ 105 - \$ 125
Lead Designer	\$ 100 - \$ 133
Office Engineer / Construction I - III	\$ 98 - \$ 130
Principal Automation Specialist	\$ 160 - \$ 180
Sr. / Plan Check Engineer I - III	\$ 125 - \$ 177
Planner I - III	\$ 83 - \$ 113
Planning Assistant I	\$ 55 - \$ 70
Principal Construction Engineer	\$ 185 - \$ 198
Principal Designer	\$ 110 - \$ 145
Principal Engineer	\$ 170 - \$ 217
Project Coordinator I - II	\$ 88 - \$ 112

Project Designer	\$ 83 - \$ 127
Project Engineer	\$ 120 - \$ 153
Project Manager / Sr. Principal	\$ 195 - \$ 220
Resident Engineer	\$ 155 - \$ 177
Sr. Associate Engineer	\$ 150 - \$ 193
Sr. Automation Specialist	\$ 163 - \$ 183
Sr. Automation Technician	\$ 126 - \$ 141
Sr. CAD Tech	\$ 90 - \$ 110
Sr. Construction Engineer	\$ 175 - \$ 195
Sr. Construction Manager	\$ 180 - \$ 200
Sr. Consultant / Principal-in-Charge	\$ 176 - \$ 260
Sr. Land Surveyor	\$ 171 - \$ 205
Sr. Landscape Architect	\$ 153 - \$ 170
Sr. Principal Designer	\$ 110 - \$ 162
Sr. Principal Engineer	\$ 180 - \$ 237
Sr. Project Designer	\$ 105 - \$ 139
Sr. Project Engineer	\$ 130 - \$ 165
Sr. Project Manager	\$ 190 - \$ 213
Sr. Resident Engineer	\$ 172 - \$ 198
Structures Representative	\$ 172 - \$ 182
Survey Assistant	\$ 80 - \$ 105
Survey Manager / Survey Director	\$ 195 - \$ 235
Survey Technician I - VI	\$ 110 - \$ 173
Technical Writer I - IV	\$ 90 - \$ 136

**Survey Crew Rates - Regular**

One-Man Field	\$ 180
Two-Man Field	\$ 255
Three-Man Field	\$ 335
Two-Man - HDS	\$ 295

**Survey Crew Rates - Prevailing Wage**

One-Man Field	\$ 230
Two-Man Field	\$ 305
Three-Man Field	\$ 435

**Electrical - Prevailing Wage**

Electrician	\$ 110 - \$ 184
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**CM - Prevailing Wage**

BCI Construction Inspector	\$ 145
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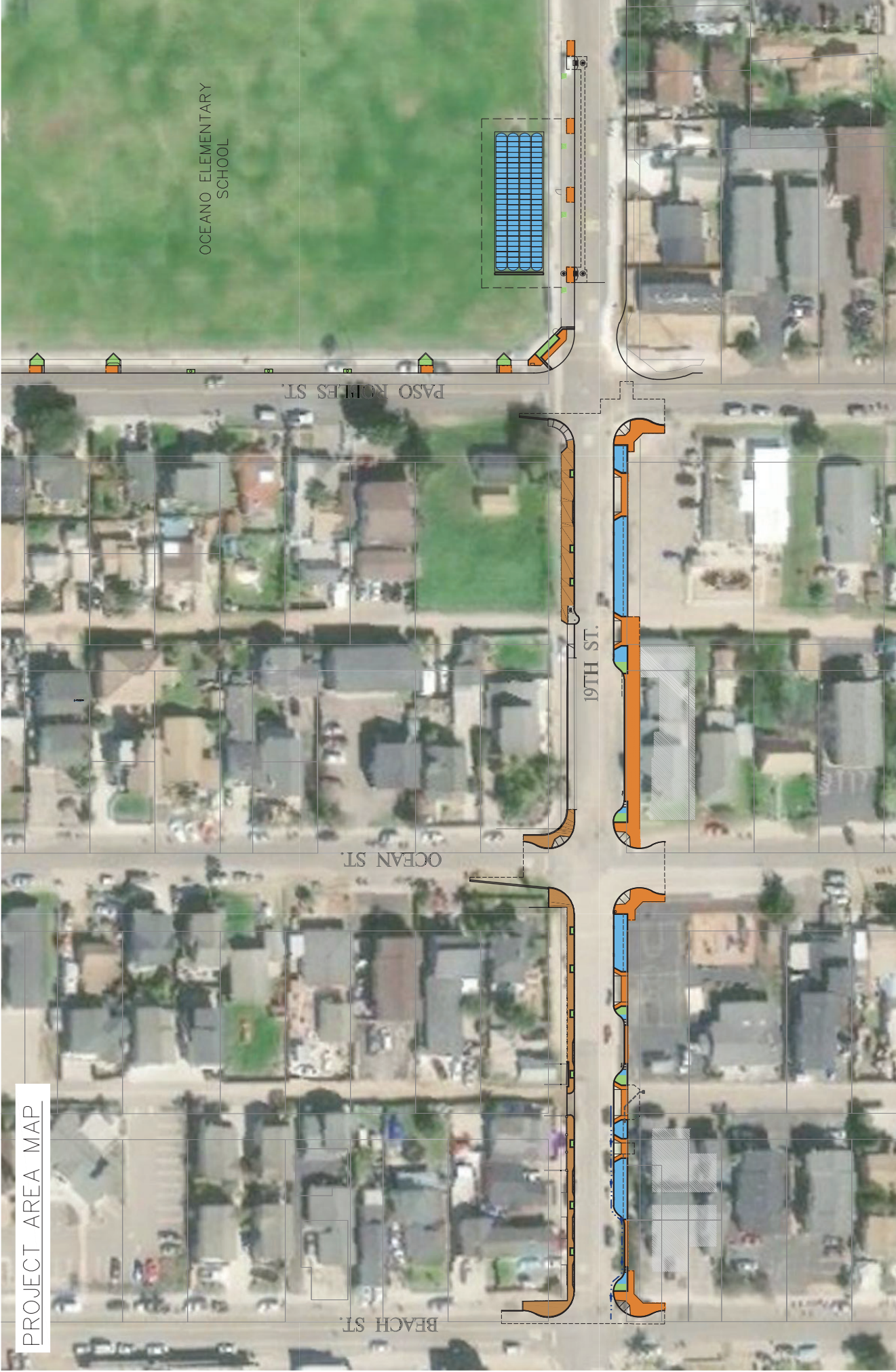
Forensics Engineering / Expert Testimony Fee Schedule Available Upon Request

**Other Direct Charges**

Black Line Plots	\$2.00 per page	Color Plots	\$5.00 per page
Outside Reproduction	Cost + 15%	Travel and Related Subsistence	Cost + 15%
Automation & Electrical Materials	Cost + 25% (+tax)	Standard Mileage Rate	IRS Rate per mile
Subconsultant Fees	Cost + 10%	Airplane Mileage Rate	GSA Rate per mile

All of the above hourly rates include all direct labor costs and labor overhead, general and administrative expenses and profit. All direct expenses, such as special equipment, shipping costs, travel other than by automobile, parking expenses, and permit fees will be billed at the actual cost plus 15%. If the client requests, or the client's schedule requires work to be done on an overtime basis, a multiplier of 1.5 will be applied to the stated rates for weekdays for daily hours in excess of 8 as well as weekends and a multiplier of 2.0 for daily hours in excess of 12 and holidays. If the client requests field services to be provided outside of normal working hours (between 6:00 p.m. and 6:00 a.m.), a multiplier of 1.5 will be applied to the stated rates. For prevailing wage projects, if the client requests field services to be provided on any given Sunday, a multiplier of 2.0 will be applied to the stated rates and on or around an observed holiday, other rates may be applied. Survey Crews and Automation Field staff are billed portal to portal, and mileage charges are included in the hourly rate. A minimum charge of 4 hours will be charged for any Automation Field Service calls outside of normal working hours (between 6:00 p.m. and 6:00 a.m.). The stated rates are subject to change, typically on an annual basis.

PROJECT AREA MAP



LEGEND

INFILTRATION FACILITY OR BIORETENTION CELL

PERMEABLE PAVER AREA

DECOMPOSED GRANITE

CONVENTIONAL LANDSCAPE AREA AND STREET



1 INCH = 100



1050 Southwood Drive  
San Luis Obispo, CA 93401  
P: 805.547.7407 F: 805.547.3883

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044
County Clerk
County of: San Luis Obispo
1055 Monterey Street, Suite D120
San Luis Obispo, CA 93408

From: (Public Agency): Oceano CSD
1655 Front Street, PO Box 599
Oceano, CA 93455
(Address)

Project Title: Stormwater Capture and Groundwater Recharge Project

Project Applicant: Oceano Community Services District

Project Location - Specific:
1) 19th St. ROW between Wilmar Ave. and Beach St., 2) Paso Robles St. ROW between 17th St. and 19th St. , and
3) along 19th St. @ Oceano Elementary School, 1551 17th St.

Project Location - City: Oceano Project Location - County: San Luis Obispo

Description of Nature, Purpose and Beneficiaries of Project:
Retrofit existing street, curbs, gutters, and sidewalks with Low Impact Development storm water infrastructure
(bioretention, subsurface infiltration, pervious pavers), improve ADA accessibility, augment landscaping,
realign/replace existing utility infrastructure; to reduce storm water discharge into Arroyo Grande Creek.

Name of Public Agency Approving Project: County of San Luis Obispo / Oceano CSD

Name of Person or Agency Carrying Out Project: Oceano Community Services District

- Exempt Status: (check one):
[ ] Ministerial (Sec. 21080(b)(1); 15268);
[ ] Declared Emergency (Sec. 21080(b)(3); 15269(a));
[ ] Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
[X] Categorical Exemption. State type and section number: Class 1, Existing Facilities, 15301
[ ] Statutory Exemptions. State code number:

Reasons why project is exempt:
Project is for repair, maintenance, and minor alteration of existing public facilities/infrastructure involving, but
not necessarily limited to, streets, curbs, gutters, sidewalks, public landscaping, utilities, storm water
management, and similar infrastructure/facilities. Negligible or no expansion of an existing use.

Lead Agency
Contact Person: Will Clemens Area Code/Telephone/Extension: (805) 481-6730

- If filed by applicant:
1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project?. [ ] Yes [ ] No

Signature: Date: 12/08/2021 Title: General Manager

[X] Signed by Lead Agency [ ] Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code. Date Received for filing at OPR:
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.



# 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:** December 8, 2021

**To:** Board of Directors

**From:** Will Clemens, General Manager

**Subject:** **Agenda Item # 8(A):** Consideration of Options for a Special Tax to Fund Fire and Emergency Medical Service

## Recommendation

It is recommended that the Board:

1. Receive a presentation of Special Tax Options to place on the June 2022 ballot to fund Fire and Emergency Medical Services and provide staff direction as appropriate.
2. Approve the attached letter to the County.

## Discussion

The FCFA was formed July 9, 2010, based upon a Joint Exercise of Powers Agreement (JPA) entered into by the cities of Arroyo Grande and Grover Beach, and the Oceano Community Services District (OCSD). The FCFA is a consolidation of three individual fire departments, operating out of the three existing member community fire stations.

A five-year Strategic Plan was adopted by the FCFA Board of Directors in 2017 and has provided a foundation for needed investment to replace obsolete capital equipment including fire engines and self-contained breathing apparatus, along with critically needed staffing. The plan, along with the JPA, budgets and other FCFA documents can be obtained at: <http://www.fivecitiesfireauthority.org/documents>.

Due to both the need to reevaluate the existing JPA provisions and the increased investment in the fire department, the member communities approved the initial Memorandum of Agreement (MOA) amending the FCFA JPA in May 2018. The intent of this amendment was to facilitate a negotiation of the existing cost sharing methodology and to consider changes to specific language in the existing agreement.

Based on staff recommendations, the member communities approved a second amendment to the JPA in June 2019 to change the JPA funding formula to provide greater equity in funding among member agencies. This change would first be implemented with a transitional change to the original funding formula along with a provision requiring Oceano to place a revenue measure on the ballot in March 2020 to provide additional long-term funding for fire and emergency medical services. The amendment identified both a future funding formula (should Oceano be successful with their election) along with a defined "wind-down" process timeline should a



member community leave the JPA or the JPA were to be dissolved. The amendment committed the member communities to a specific funding level through June 30, 2021.

The March 2020 Oceano election failed to pass by 10 votes. This indicated that over 66% of Oceano voters desired to remain as part of the FCFA and were willing to pay more to fund emergency fire and medical service in Oceano. In June 2020, a third amendment to the JPA was approved given the very slim margin of the Oceano revenue measure defeat. This allowed the communities to extend their existing contribution amounts for an additional two years to provide certainty and stability for the agencies when planning for fire service costs considering the economic challenges associated with COVID-19 at the time.

The third amendment identifies the following:

- The communities continue to contribute at the same funding levels identified in the second amendment to the JPA
- Oceano agreed to undertake the legally required procedures for either a citizen initiative or District initiated measure to place a special tax on the 2022 primary ballot
- Should the ballot measure pass, the new funding formula will be implemented July 1, 2022
- Should the ballot measure fail, a wind-down period (and related work program) will result in Oceano no longer being part of the JPA effective June 30, 2023
- Work program elements related to identification of assets, liabilities and distribution of assets and liabilities identified with specific dates

While all three communities have a goal of consistent station staffing of three personnel daily as identified in the Strategic Plan, the current funding formula and budget reflects the current staffing levels between the two cities which have three personnel and Oceano which has two personnel. The Oceano Station has one full-time Fire Captain, and the other firefighter position is staffed through the Reserve Program.

The Reserve Program was intended to be phased out by 2022 with all positions transitioned to full-time, however, due to the failure of Measure A-20, funding for the Oceano Station is inadequate to complete this transition. As Reserve Firefighters have left the Program or have been hired full-time, this has caused a staffing shortage at the Oceano Station. There currently is only one Reserve Firefighter remaining in the program. Staffing is only sufficient to cover one or two of the three regular shifts in Oceano depending on the reserve firefighter's availability.

## **Other Agency Involvement**

FCFA member agencies include the Cities of Arroyo Grande and Grover Beach along with the District.

## **Financial Considerations**

The Special Tax proposed in March 2020 was a flat annual amount of \$180 per parcel which was chosen over a benefit unit approach based on land use. At the September 22, 2021, meeting, direction was given to staff





## Oceano Community Services District

Board of Directors Meeting

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to return with a comparison of the flat parcel tax approach with a tax based on square footage. NBS was engaged to provide parcel tax modeling services to compare different approaches. The attached Parcel Tax Model and PowerPoint presentation will be discussed, and the proposed ballot measure will be based on the Board's preferred approach.

The District's cost of FCFA operations will remain at the current level of \$1,138,148 through FY 2022/23 if the 2022 ballot measure is unsuccessful. Should the ballot measure pass, the new funding formula will become effective, and the new amount will be included in the FY 2022/23 budget.

### Results

Consideration of fire and emergency services promotes a safe and well governed community.

Attachments:

- Letter to County
- PowerPoint Presentation



## Oceano Community Services District

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

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

[www.oceanocsd.org](http://www.oceanocsd.org)

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December 8, 2021

Wade Horton, County Administrative Officer  
County of San Luis Obispo  
San Luis Obispo, Ca 93408

Subject: Developing Options for an Organizational Change for Medical Emergency and Fire Response Service

Mr. Horton,

At this time, you may be aware that the Oceano Community Services District (OCSD) will need voters to approve a special tax in the June 2022 election for the community to continue as a member of the Five Cities Fire Authority. Until the outcome of that special tax vote is known, uncertainty exists regarding how OCSD might provide medical emergency and fire response services in the future. The OCSD is interested in initiating consultation with the County on possible options and service levels should OCSD need to divest of its medical emergency and fire response services. Addressing the possibility of the County providing these services is important so that voters have the best information possible when they decide how to vote.

The OCSD Board has directed me to request clarification on the County's policy that states that the *"County will consider all available resources and financing options."* We recognize that property taxes currently allocated to OCSD for medical emergency and fire services will need to be reallocated to the County as a condition for the County's willingness to provide services to Oceano in the future. Currently, property taxes available for transfer to the County for these services are approximately \$1,050,000 annually. In addition to a property tax transfer, we would like clarification on what else the County might require from OCSD under your adopted policy.

More specifically, we are requesting clarification on the following questions if the June 2022 special tax does not pass and the OCSD pursues divestiture of medical emergency and fire response services through the San Luis Obispo County Local Agency Formation Commission.

1. What level of service could the County provide to Oceano with the existing tax revenue stream?
2. Will the County allocate any additional funding needed to provide 24/7 service to Oceano?
3. Will the County expect OCSD to transfer ownership of the Oceano Fire Station?
4. Will the County expect OCSD to transfer ownership of the Sheriff Substation in Oceano?
5. Will the County expect OCSD to transfer any other real property?
6. Will the County expect OCSD to transfer its solid waste franchise authority?



## Oceano Community Services District

Board of Directors Meeting

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The OCSD appreciates our cooperative relationship with the County and looks forward to working together to ensure medical emergency and fire response services continue to be provided adequately to the community. We look forward to your reply.

Sincerely,

Will Clemens, General Manager  
Oceano Community Services District

# Oceano Community Services District

*Sara Mares*

*December 8, 2021*



Agenda Item 8A

# Agenda

Legislative and Fiscal Context

Parcel Tax

Community Facilities District

Public Engagement



Agenda Item 8A



# Legislative and Fiscal Context

1

Proposition  
13

A *Voter approved  
initiative 1978*

B *Assessed Value  
increase limited to  
2% a year*

C *1% rate cap on ad  
valorem property tax*

D *CA Constitution  
Article XIII A*



# Legislative and Fiscal Context



**A** *Voter approved initiative 1996*

**B** *Strict rules on benefit assessments, Engineer's Report*

**C** *Government owned property not exempt*

**D** *Protest Ballot Proceeding*

**E** *CA Constitution Article XIII C & D*



# Legislative and Fiscal Context

3



- A *Voter approved initiative 2010*
- B *Adds definition of “tax” to CA Constitution*
- C *“Tax” excludes various charges, including fees and assessments*
- D *General Tax requires majority vote, Special Tax requires 2/3 vote*
- E *CA Constitution Article XIII C & D*



Agenda Item 8A





# Parcel Tax

4

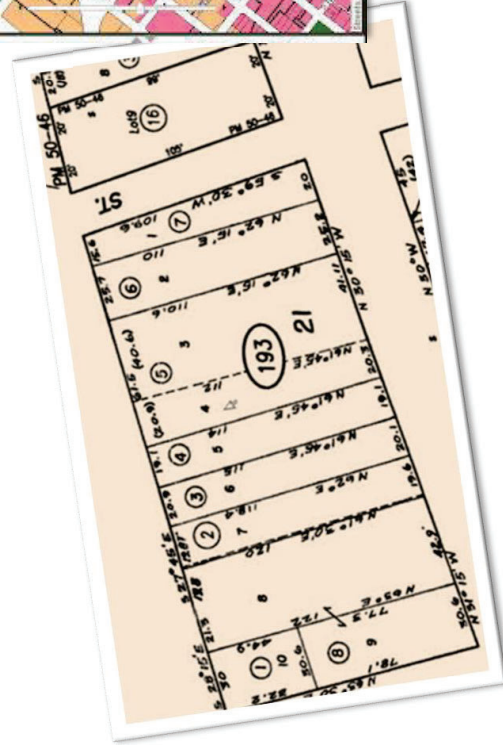
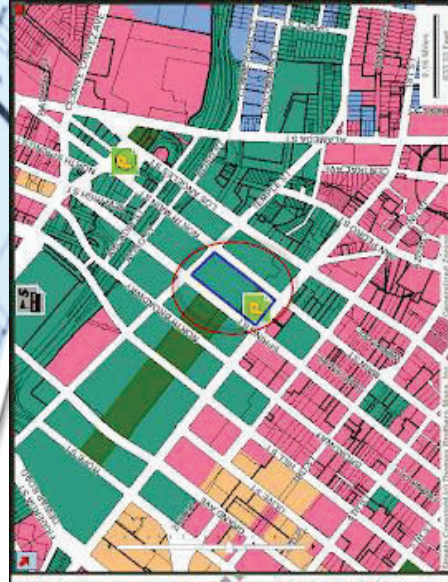


- A *Local special tax measure*
- B *Uniformity requirements*
- C *2/3 Voter Approval*
- D *Government Code Sec. 50075 and following*



# Parcel Tax Model Options

- Per Parcel Model
- Per Lot Square Foot Model
- Per Building Square Foot Model



# Per Parcel Model



## Pros:

- Straight forward, easy for voters to understand



## Cons:

- Very large parcels pay the same amount as very small parcels
- Unless different rates are set (see Scenario #2), developed and undeveloped property pay the same amount



# Scenario 1 | Flat Rate Per Parcel

## Flat Rate Per Parcel

	Taxable Parcels
Developed Parcels	2,048
<u>Undeveloped Parcels</u>	<u>234</u>
Total Parcel Count	2,282

<u>Revenue Goal</u>	<u>Rate per Parcel</u>
\$410,760	\$180.00



# Scenario 2 | Developed / Undeveloped Rates

## Developed / Undeveloped Rates

	Taxable Parcels	
Developed Parcels		2,048
<u>Undeveloped Parcels</u>	<u>234</u>	
Total Parcel Count	2,282	
	<u>Rate per Dev Parcel</u>	<u>Rate per Undev Parcel</u>
<u>Revenue Goal</u>		
\$410,760	\$198.51	\$18.00
410,760	194.85	50.00
410,760	190.28	90.00



# Per Lot Square Foot Model



## Pros:

- Larger parcels pay more than smaller parcels; may be seen as more equitable
- Low stated rate may be more appealing to voters



## Cons:

- Unless different rates are set (see Scenario #4), developed and undeveloped property pay the same amount
- Most voters do not know their lot square footage, so it can be difficult for them to know how much they will pay



# Scenario 3 | Flat Rate Per Lot Sq Ft

## Flat Rate Per Lot Sq Ft

	Taxable Parcels
Developed Parcels Lot Sq Ft	21,844,241
<u>Undeveloped Parcels Lot Sq Ft</u>	<u>4,238,146</u>
Total Lot Sq Ft	26,082,387

Revenue Goal  
\$410,760

Rate per Lot Sq Ft  
\$0.0157

Average lot square footage for an SFR parcel is 6,406, resulting in an average SFR tax of \$100.57



# Scenario 4 | Lot Sq Ft Developed/Undeveloped Rates

## Lot Sq Ft Developed / Undeveloped Rates

### Taxable Parcels

Developed Parcels	
Lot Sq Ft	21,844,241
<u>Undeveloped Parcels</u>	
<u>Lot Sq Ft</u>	<u>4,238,146</u>
<u>Total Lot Sq Ft</u>	<u>26,082,387</u>

<u>Revenue Goal</u>	<u>Rate per Dev</u>	<u>Rate per Undev</u>
\$410,760	<u>Lot Sq Ft</u>	<u>Lot Sq Ft</u>
	\$0.0169	\$0.0100

Average lot square footage for an SFR parcel is 6,406, resulting in an average SFR tax of \$108.26





# Per Building Square Foot Model



## Pros:

- Parcels with larger structures pay more than parcels with smaller structures; may be seen as more equitable
- Low stated rate may be more appealing to voters



## Cons:

- No opportunity to differentiate between developed and undeveloped property
- No tax on undeveloped property
- Data is missing for 6.97% of parcels; building square footage data is generally not a very accurate data set
- Most voters do not know their building square footage, so it can be difficult for them to know how much they will pay



# Scenario 5 | Flat Rate Per Bldg Sq Ft

## Flat Rate Per Bldg Sq Ft

	Taxable Parcels
Developed Parcels Bldg Sq Ft	2,962,248
<u>Undeveloped Parcels Bldg Sq Ft</u>	<u>0</u>
Total Bldg Sq Ft	2,962,248

<u>Revenue Goal</u>	<u>Rate per Bldg Sq Ft</u>
\$410,760	\$0.1387

Average building square footage for an SFR parcel is 1,245, resulting in an average SFR tax of \$172.68  
 171 parcels with no Bldg Sq Ft data available



# Questions and Comments

Thank you!



Agenda Item 8A





# 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:** December 8, 2021

**To:** Board of Directors

**From:** Will Clemens, General Manager

**Subject:** Agenda Item #8(B)– Election of District Officers and 2022 Committee Assignments

## Recommendation

It is recommended that your Board:

1. Conduct the election of the President and Vice President in accordance with Government Code Section 61043(a) and the District's by-laws.
2. Appoint board members to Committee Assignments

## Discussion

Government Code Section 61043(a) requires that the District Offices of President and Vice President are determined within 45 days after the general election and that a board of directors may elect the officers of the board annually. The District's by-laws provide that your Board will annually elect the President and Vice President during the first regular meeting in December. Also attached is the roster of the current year Committee Assignments.

There are four types of committee assignments:

1. Committee assignments to other agency Boards and Committees
2. OCSD Ad Hoc Committees
3. Liaison assignments with other Boards and Committees
4. OCSD Standing Committees - None

### Committee Assignments to other agency Boards and Committees

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



# Oceano Community Services District

Board of Directors Meeting

Assignment	Final Decision Making Role	Advisory Role
<i>South San Luis Obispo County Sanitation District Board of Directors</i>	X	
<i>Five Cities Fire Authority Board of Directors</i>	X	
<i>Water Resource Advisory Committee (WRAC)</i> For the San Luis Obispo County Flood Control and Water Conservation District – Countywide Water Resources		X
<i>Regional Water Management Group (RWMG)</i> For the San Luis Obispo County Integrated Regional Water Management Plan (IRWMP)		X
<i>Zone 3 Advisory Committee</i> For the San Luis Obispo County Flood Control and Water Conservation District (Lopez Water Supply Project)*		X
<i>State Water Sub Contractors Advisory Committee</i> For the San Luis Obispo County Flood Control and Water Conservation District		X
<i>Oceano Advisory Committee</i> For the County of San Luis Obispo		X
<i>Code Enforcement</i> For the County of San Luis Obispo		X
<i>RFP Ad Hoc Committee</i> For the District		X
<i>Social Media Ad Hoc Committee</i> For the District		X
<i>Old Firehouse Art Ad Hoc Committee</i> For the District		X

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

### Other Agency Involvement

n/a

### Other Financial Considerations

n/a



# Oceano Community Services District

Board of Directors Meeting

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## Results

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

Attachments: 2021 Committee Assignments

# 2021 COMMITTEE & SUBJECT MATTER ASSIGNMENTS

COMMITTEE ASSIGNMENTS TO OTHER AGENCY BOARDS AND COMMITTEES				Subject Matter Assignments / Expertise
SSLOCSD	Austin	Gibson	1 <sup>st</sup> & 3 <sup>rd</sup> Wed/6:00/Jan.-June OCSD/July-Dec. Arroyo Grande City Council Chamber 215 E. Branch Arroyo Grande, CA 93420	Wastewater
Five Cities Fire Authority	White	Villa	3 <sup>rd</sup> Fri./10:00/Grover Beach City Council Chamber 154 S. 8th St. Grover Beach, CA 93433	Emergency Services
Water Resource Advisory Comm. (WRAC)	Gibson	Austin	1 <sup>st</sup> Wed/1:30/SLO County Library Room 995 Palm St. San Luis Obispo, CA 93401	Regional Water Programs
Regional Water Mgt. Group (RWMG – IRWMP)	Villa	Gibson	1 <sup>st</sup> Wed/9:00/SLO County Library Room 995 Palm St. San Luis Obispo, CA 93401	Regional Water Programs
Zone 3 (Lopez Water)	Gibson	Villa	3 <sup>rd</sup> Thurs Odd/6:30/Varies	Water Supply Contracts
State Water	Gibson	Villa	Varies	Water Supply Contracts
Oceano Advisory	Villa	White	3 <sup>rd</sup> Thursday/5:30/OCSD	County Land Use
<b>OCSD AD HOC - COMMITTEE ASSIGNMENTS</b>				
RFP Ad Hoc Committee	Gibson	Austin	Approved 5/10/2017	
Code Enforcement	Villa	White		
Social Media Technology Outreach	Replogle	Villa		
Old Firehouse Art Ad Hoc Committee	Austin	Gibson	Approved 6/26/2019	
<b>LIAISON AND SUBJECT MATTER ASSIGNMENTS</b>				
Supervisor Liaison		Austin	Varies	
Airport Land Use		White	3 <sup>rd</sup> Wed /1:30/County Government Center Board of Supervisors Chamber 1055 Monterey St Room D170 San Luis Obispo, CA 93401	
CA (Local) Special District's Association		Austin	Varies (Usually Noon Fri) every other month	
Zone 1/1A		Austin	3 <sup>rd</sup> Tues Odd/3:00/Sheriff South Patrol Station 1681 Front St. (Highway 1) Oceano, CA 93445	
LAFCO		White	3 <sup>rd</sup> Thur/9:00/ County Government Center Board of Supervisors Chamber 1055 Monterey St San Luis Obispo, CA 93401	
RWQCB		Gibson	Odd Months/Varies	
NCMA		Gibson & White	Subject Matter Assignment	
SLOCOG Sedimentation		White	Varies	
Budgets, Fees and Customer Rates and Charges		Villa & Gibson	Subject Matter Assignment	
IWMA (Integrated Waste Management Advisory)		Replogle & Villa		

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



# 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:** December 8, 2021

**To:** Board of Directors

**From:** Will Clemens, General Manager

**Subject:** **Agenda Item #9(A):** Adoption of an Ordinance Amending District Code 12 – Solid Waste and approval of a Letter of Designation for the Integrated Waste Management Authority

## Recommendation

It is recommended that the Board:

1. Conduct a public hearing on Ordinance No. 2021-02
2. Waive full reading and Adopt Ordinance No. 2021-02 by title:

ORDINANCE NO. 2021-02

AN ORDINANCE OF THE OCEANO COMMUNITY SERVICES DISTRICT TO AMEND TITLE 12 OF THE OCEANO COMMUNITY SERVICES DISTRICT CODE OF ORDINANCES AND ADOPT MANDATORY SOLID WASTE, ORGANIC WASTE, AND RECYCLING MATERIALS RULES AND REGULATIONS AND MAKING A DETERMINATION UNDER CEQA

3. Approve the attached Letter of Designation for the Integrated Waste Management Agency and authorize the General Manager to sign.
4. Approve the attached Conflict Waiver and authorize the President to sign.

## Discussion

In September 2016, Governor Brown signed into law SB 1383 that established methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants (SLCP) in various sectors of California's economy, including waste disposal. This law is the most comprehensive solid waste legislation adopted in California in the last 30 years and expands on the requirements of AB 341 (Mandatory Commercial Recycling) and AB 1826 (Mandatory Commercial Organics). Organic waste in landfills emits 20% of the state's methane. Organic waste such as food scraps, yard trimmings, paper, and cardboard make up half of what Californians send to landfills. SB 1383 establishes the reduction of organic waste (food waste, green waste, paper products, etc.) disposal





by more than 75% by 2025. In addition, the law requires the state to increase edible food recovery by 20% by 2025. From 2016-2020, the California Department of Resources, Recycling and Recovery (CalRecycle) worked to develop regulations to achieve the goals set in SB 1383. The new regulations were finalized by CalRecycle in November 2020. SB 1383 will take effect January 1, 2022, with full compliance from organic waste generators and enforcement for those that have not complied commencing January 1, 2024. This progressive approach is intended to provide ample time for notification to generators what is required of them and achieve compliance before penalties are required to be issued by the District or its designee.

### **Who is Impacted?**

SB 1383 regulations apply to all persons and entities that generate organic materials such as food scraps and plant trimmings. These generators are required to divert their organic materials from the garbage while certain entities that provide food will be required to donate their excess food to food banks or other organizations to feed people. Generators include:

- Residents – includes those living in single family or multi-family premises
- Commercial Entities – includes for-profit and non-profit organizations, government offices and agencies, and industrial facilities.
- Non-Local Entities – includes special districts, state/federal facilities, and prisons.
- Education Agencies – includes schools, community colleges, and universities.

### **Requirements**

SB 1383 allows the District to assign certain items in the regulation to a designee for implementation and program management. The District is electing to assign to the San Luis Obispo Integrated Waste Management Authority (IWMA) several key areas for implementation and program management on behalf of the District as it relates to edible food recovery, contamination monitoring, education and outreach, and recordkeeping and reporting to the state. The attached Letter of Designation outlines which activities the District is assigning to the IWMA on its behalf.

In preparation of this major work effort, the IWMA issued a Request for Proposals to hire a consultant to develop a strategic plan and related services to plan for SB 1383 implementation, as well as assist IWMA member agencies with project management and implementation support. HF&H Consultants, LLC was selected. The following summarizes the main areas of focus originally prepared by HF&H based on CalRecycle's regulations and subsequently updated to include action items as the District works through each area for implementation. It highlights key requirements for compliance that the IWMA has been working on in coordination with its member jurisdictions and waste haulers over the past year.



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## Major Areas of Focus:

- *Collection & Processing* - Every household, every business, and every multi-family premises will be provided with a 3- container system that the District's franchise hauler will collect and process: organics (green), recycling (blue), and other discarded waste (grey).
- *Edible Food Recovery* - An edible food recovery program is to be implemented to educate commercial edible food generators about SB 1383 regulations and increasing access to food recovery programs. The IWMA has identified Tier 1 and Tier 2 commercial edible food generators and has met with all of them to provide information on SB 1383's requirements to sign an agreement with the food collection organization, to not let their edible food spoil, to collect it and have a service transport it to a food bank where it can go back for edible human food consumption. The IWMA will also conduct site visits for those businesses as required in the regulation. There are no Tier 1 commercial food generators in Oceano currently and Tier 2 commercial food generators, if any, will be identified over the next two years.
- *Procurement Requirements* - SB 1383 sets a procurement target for each agency. Moving forward, the District will be required to procure paper products with a minimum of 30% recycled content. This includes office and janitorial paper products. The District Recycled Content Paper Product Purchasing Policy was approved on November 10, 2021, and will bring the District into compliance with SB 1383 requirements.
- *Enforcement & Penalties* - The franchise hauler will need to provide data to the IWMA for compiling, analyzing, and reporting to the state. The IWMA will also do contamination monitoring to determine if generators are complying with the regulations and provide follow up noticing and education where there is non-compliance. The County, District or its designee will handle enforcement for non-compliance should it be needed. The idea is to seek compliance through education and opportunity to correct any issue that arises and using enforcement as a last resort.
- *Education & Outreach* - The District's franchise hauler will provide addresses for where they provide collection services so the IWMA can do educational outreach about SB 1383 requirements. The IWMA will also be the lead for investigating complaints and do follow up education for any non-compliance issues that may arise. The County, District or its designee will handle enforcement for non-compliance should it be needed.
- *Record Keeping & Reporting* - The franchise hauler will provide data to the IWMA for compiling, analyzing, and reporting to the state.
- *Ordinances & Franchise Amendment* - The attached Ordinance will bring the District into compliance with SB 1383 requirements. In addition, a franchise amendment has been supplied by the IWMA and



will need to be approved to align the agreement with SB 1383 requirements. The IWMA prepared a draft amended agreement that staff are in the process of finalizing with the franchise hauler. Staff will bring it to the Board for approval and authorization to execute in 2022.

## **Other Agency Involvement**

All agencies providing Solid Waste Service are subject to the requirements of SB 1383. The District's legal counsel also represents the IWMA and several other Districts and has provided the attached Conflict Waiver for consideration by the Board.

## **Other Financial Considerations**

Public Resources Code Section 42652.5 authorizes local jurisdictions to collect reasonable and necessary fees to recover the costs of implementing SB 1383 regulations. Regarding fee adjustments, there are 3 different fee increases, or new fees, that will need to be identified and approved for inclusion in the franchise hauler's rate structure, all of which the final amounts and scheduling for implementation are not known at this time as each is still being identified and finalized:

1. Garbage rates will need to be increased to add the cost of SB 1383 activities undertaken by the franchise hauler to comply with the regulation.
2. IWMA fee that is on the garbage bill as a separate line item (currently 2%, will need to increase for the IWMA costs associated with implementing SB 1383). The IWMA Board approved the 1.25% fee increase in June 2021, but due to subsequent actions taken by the SLO County Board of Supervisors regarding the IWMA JPA membership in July 2021, that previous fee increase action is under review and is expected to change.
3. A District SB 1383 fee will need to be added to the franchise hauler agreement during negotiations (like the AB 939 fee in the current agreement) for District staff time associated with SB 1383 implementation and compliance. Once these fees are fully identified, the District will go through a Prop 218 process for a rate adjustment resulting from SB 1383 implementation.

## **Results**

Implementation of SB 1383 requirements helps contribute to a safe, healthy, and well governed community.

## **Attachments:**

- Ordinance 2021-02
- Letter of Designation
- Conflict Waiver

**AN ORDINANCE OF THE OCEANO COMMUNITY SERVICES DISTRICT TO AMEND  
TITLE 12 OF THE OCEANO COMMUNITY SERVICES DISTRICT CODE OF  
ORDINANCES AND ADOPT MANDATORY SOLID WASTE, ORGANIC WASTE, AND  
RECYCLING MATERIALS RULES AND REGULATIONS**

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**ORDINANCE \_\_\_\_\_**

**AN ORDINANCE OF THE OCEANO COMMUNITY SERVICES DISTRICT TO AMEND  
TITLE 12 OF THE OCEANO COMMUNITY SERVICES DISTRICT CODE OF  
ORDINANCES AND ADOPT MANDATORY SOLID WASTE, ORGANIC WASTE, AND  
RECYCLING MATERIALS RULES AND REGULATIONS AND MAKING A  
DETERMINATION OF EXEMPTION UNDER CEQA**

**WHEREAS**, the Oceano Community Services District (“District”) is a community services district duly formed under Government Code Section 61000 et seq. to provide community services within the District’s service area; and

**WHEREAS**, Government Code Section 61600(c) authorizes Community Services Districts to provide the collection and disposal of solid waste; and

**WHEREAS**, Assembly Bill 939 of 1989, the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq., as amended, supplemented, superseded, and replaced from time to time), requires jurisdictions to reduce, reuse, and recycle (including composting) Solid Waste generated to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment; and

**WHEREAS**, Assembly Bill 341 of 2011 places requirements on Commercial Businesses and Multi-Family Premises that generate a specified threshold amount of Solid Waste to arrange for recycling services and requires jurisdictions to implement a mandatory Commercial recycling program; and

**WHEREAS**, Assembly Bill 1826 of 2014 requires Commercial Businesses and Multi-Family Premises that generate a specified threshold amount of Solid Waste, Recyclable Materials, and Organic Materials per week to arrange for recycling services for that waste, requires jurisdictions to implement a recycling program to divert Organic Materials from Commercial Businesses and Multi-Family Premises subject to the law, and requires jurisdictions to implement a mandatory Commercial Organic Materials recycling program; and

**WHEREAS**, SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires CalRecycle to develop regulations to reduce Organic Waste in landfills as a source of methane. The regulations place requirements on multiple entities including jurisdictions, residential households, Multi-Family Premises, Commercial Businesses, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Organizations, and Food Recovery Services to support achievement of the SB 1383 statewide Organic Waste disposal reduction targets; and

**WHEREAS**, SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires jurisdictions to adopt and enforce an ordinance or enforceable mechanism to implement relevant provisions of SB 1383 Regulations; and

**WHEREAS**, this Ordinance amends Title 12 of the Oceano Community Services District Code of Ordinances and implements rules, regulations, and the requirements of AB 341, AB 1826, and SB 1383.

**THE OCEANO COMMUNITY SERVICES DISTRICT DOES HEREBY ORDAIN AS FOLLOWS:**

**SECTION 1.**

Title 12 of the District's Code of Ordinances is hereby amended and superseded as follows:

**12.02 GENERAL PROVISIONS**

**12.02.010 Title of Ordinance**

This chapter shall be entitled "Mandatory Solid Waste, Organic Waste, and Recycling Materials Ordinance."

**12.02.020 Effective Date**

This Ordinance shall be effective commencing on January 1, 2022.

**12.02.030 Purpose of the Ordinance**

The Purpose of the Ordinance is to assure the continuance of a collection and disposal of Solid Waste, Recyclable Materials, and Organic Waste for the benefit all citizens of the District. It is necessary that rules, regulations, and procedures be established for the health and safety of all residents and guests of the community. Procedures related to the disposal and collection of Solid Waste, Organic Waste, and Recyclable Materials and are established by the Franchisee and all parties subject to this Ordinance are directed to the Franchisee to access general information and to start, change, or verify service.

**12.02.040 Definitions**

The following words, terms, phrases, and their derivations have the meanings given herein. When consistent with the context, words used in the present tense include the future tense, and words in the singular number include the plural number.

- (a) "Alternative Daily Cover (ADC)" has the same meaning as in Section 20690 of Title 27 of the California Code of Regulations.
- (b) "Alternative Intermediate Cover (AIC)" has the same meaning as in Section 20700 of Title 27 of the California Code of Regulations.
- (c) "Bulky Item" means discarded appliances (including refrigerators), furniture, tires, carpets, mattresses, Yard Trimmings and/or wood waste, and similar large items which can be handled by two (2) people, weigh no more than two hundred (200) pounds, and require special collection due to their size or nature, but can be collected without the assistance of special loading equipment (such as forklifts or cranes) and without violating vehicle load limits. Bulky Items must be generated by the customer and at the service address wherein the Bulky Items are collected. Bulky Items do not include abandoned automobiles, large

auto parts, trees, construction and demolition debris, or items herein defined as Excluded Waste.

- (d) “CalRecycle” means California's Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on jurisdictions (and others).
- (e) “California Code of Regulations” or “CCR” means the State of California Code of Regulations. CCR references in this Ordinance are preceded with a number that refers to the relevant Title of the CCR (e.g., “14 CCR” refers to Title 14 of CCR).
- (f) “Cast Offs” means discarded mattresses, couches, chairs, and other household furniture, but does not include rubble or Solid Waste.
- (g) “District Enforcement Official” means the District General Manager, authorized person(s), or the District Designee(s) who is/are partially or whole responsible for enforcing the Ordinance.
- (h) “Commercial Business” or “Commercial” means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, or industrial facility.
- (i) “Commercial Edible Food Generator” includes a Tier One or a Tier Two Commercial Edible Food Generator as defined in this Section 12.02.040 or as otherwise defined in 14 CCR Section 18982(a)(73) and (a)(74). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR Section 18982(a)(7).
- (j) “Community Composting” means any activity that Composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR Section 17855(a)(4); or, as otherwise defined by 14 CCR Section 18982(a)(8).
- (k) “Compliance Review” means a review of records by the District to determine compliance with this Ordinance.
- (l) “Compost” has the same meaning as in 14 CCR Section 17896.2(a)(4), (or any variation thereof) includes a controlled biological decomposition of Organic Materials yielding a safe and nuisance free Compost product.
- (m) “Contractor” means franchisee, organized and operating under the laws of the State and its officers, directors, employees, agents, companies, related-parties, affiliates, subsidiaries, and subcontractors.

- (n) "County Enforcement Official" means a county agency enforcement official, if so if designated for enforcing the Ordinance in conjunction or consultation with District Enforcement Official.
- (o) "Customer" means the Person whom Contractor submits its billing invoice to and collects payment from for Collection services provided to a Premises. The Customer may be either the Occupant or Owner of the Premises.
- (p) "C&D" means construction and demolition debris.
- (q) "County" means the County of San Luis Obispo, a political subdivision of the State of California.
- (r) "Designated Waste" means non-Hazardous Waste which may pose special Disposal problems because of its potential to contaminate the environment, and which may be Disposed of only in Class II Disposal sites or Class III Disposal sites pursuant to a variance issued by the California Department of Health Services. Designated Waste consists of those substances classified as Designated Waste by the State, in California Code of Regulations Title 23, Section 2522 as may be amended from time to time.
- (s) "Designee" means a person or entity that the District contracts with or otherwise agrees and arranges to carry out any of the District's responsibilities of this Ordinance as authorized in 14 CCR Section 18981.2. A Designee may be an individual person, a government entity, a hauler, a private entity, or a combination of those entities.
- (t) "Discarded Materials" means Recyclable Materials, Organic Materials, and Solid Waste placed by a Generator in a collection container and/or at a location for the purposes of collection excluding Excluded Waste.
- (u) "District" means the Oceano Community Services District, which is a California Special District, a form of local government created by a local community to meet a specific need or needs, and all the territory lying within its boundaries as presently existing or as such boundaries may be modified from time to time.
- (v) "Edible Food" means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this Ordinance or as otherwise defined in 14 CCR Section 18982(a)(18), "Edible Food" is not Solid Waste if it is recovered and not discarded. Nothing in this Ordinance or in 14 CCR, Division 7, Chapter 12 requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Health and Safety Code, including the California Retail Food Code.
- (w) "Enforcement Action" means an action of District or its Designee to address non-compliance with this Ordinance including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.



- (x) “Excluded Waste” means Hazardous Substance, Hazardous Waste, Infectious Waste, Designated Waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the District and its Generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or Ordinance, including: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that in District, or its Designee’s reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose District, or its Designee, to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe collection, processing, recycling, treatment, and disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code.
- (y) “Food Distributor” means a company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores, or as otherwise defined in 14 CCR Section 18982(a)(22).
- (z) “Food Facility” has the same meaning as in Section 113789 of the Health and Safety Code.
- (aa) “Food Recovery” means actions to collect and distribute food for human consumption that otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).
- (bb) “Food Recovery Organization” means an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:
- (1) A food bank as defined in Section 113783 of the Health and Safety Code;
  - (2) A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,
  - (3) A nonprofit charitable temporary Food Facility as defined in Section 113842 of the Health and Safety Code.

A Food Recovery Organization is not a Commercial Edible Food Generator for the purposes of this Ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this Ordinance.

- (cc) “Food Recovery Service” means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, or as otherwise defined in 14 CCR Section 18982(a)(26). A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this Ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).
- (dd) “Food Scraps” means those Discarded Materials that will decompose and/or putrefy including: (i) all kitchen and table Food Waste; (ii) animal or vegetable waste that is generated during or results from the storage, preparation, cooking or handling of food stuffs; (iii) fruit waste, grain waste, dairy waste, meat, and fish waste; and, (iv) vegetable trimmings, houseplant trimmings and other Compostable Organic Waste common to the occupancy of Residential dwellings. Food Scraps are a subset of Food Waste. Food Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps.
- (ee) “Food Service Provider” means an entity primarily engaged in providing food services to institutional, governmental, Commercial, or industrial locations of others based on contractual arrangements with these types of organizations, or as otherwise defined in 14 CCR Section 18982(a)(27).
- (ff) “Food-Soiled Paper” is compostable paper material that has come in contact with Food Scraps or liquid, such as, but not limited to, compostable paper plates, napkins, and pizza boxes.
- (gg) “Food Waste” means Source Separated Food Scraps and Food-Soiled Paper.
- (hh) “Food Waste Self-Hauler” means a Self-Hauler who generates and hauls, utilizing their own employees and equipment, an average of one cubic yard or more per week, or 6,500 pounds or more per quarter of their own Food Waste to a location or facility that is not owned and operated by that Self-Hauler. Food Waste Self-Haulers are a subset of Self-Haulers.
- (ii) “Franchisee” means the person, entity, or Company with a Franchise Agreement to collect, receive, carry, haul or transport Discarded Materials within the District and shall include the agents or employees of the Franchisee.
- (jj) “Franchise Agreement” means an agreement with a Franchisee.
- (kk) “Generator” means a person or entity that is responsible for the initial creation of one or more types of Discarded Materials.

- (ll) “Grocery Store” means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments, or as otherwise defined in 14 CCR Section 18982(a)(30).
- (mm) “Hauler Route” means the designated itinerary or sequence of stops for each segment of the District’s collection service area, or as otherwise defined in 14 CCR Section 18982(a)(31.5).
- (nn) “Hazardous Substance” means any of the following: (a) any substances defined, regulated or listed (directly or by reference) as "Hazardous Substances", "hazardous materials", "Hazardous Wastes", "toxic waste", "pollutant", or "toxic substances", or similarly identified as hazardous to human health or the environment, in or pursuant to: (i) the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, 42 USC §9601 et seq. (CERCLA); (ii) the Hazardous Materials Transportation Act, 49 USC §1802, et seq.; (iii) the Resource Conservation and Recovery Act, 42 USC §6901 et seq.; (iv) the Clean Water Act, 33 USC §1251 et seq.; (v) California Health and Safety Code §§25115-25117, 25249.8, 25281, and 25316; (vi) the Clean Air Act, 42 USC §7901 et seq.; and, (vii) California Water Code §13050; (b) any amendments, rules or regulations promulgated thereunder to such enumerated statutes or acts currently existing or hereafter enacted; and, (c) any other hazardous or toxic substance, material, chemical, waste or pollutant identified as hazardous or toxic or regulated under any other Applicable Law currently existing or hereinafter enacted, including, without limitation, friable asbestos, polychlorinated biphenyl's (PCBs), petroleum, natural gas, and synthetic fuel products, and by-products.
- (oo) “Hazardous Waste” means all substances defined as Hazardous Waste, acutely Hazardous Waste, or extremely Hazardous Waste by the State in Health and Safety Code §25110.02, §25115, and §25117 or in the future amendments to or recodifications of such statutes or identified and listed as solar panels from residential premises, and Hazardous Waste by the U.S. Environmental Protection Agency (EPA), pursuant to the Federal Resource Conservation and Recovery Act (42 USC §6901 et seq.), all future amendments thereto, and all rules and regulations promulgated thereunder.
- (pp) “High Diversion Organic Waste Processing Facility” means a facility that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meets or exceeds an annual average Mixed Waste organic content Recovery rate of 50 percent between January 1, 2022 and December 31, 2024, and 75 percent after January 1, 2025, as calculated pursuant to 14 CCR Section 18815.5(e) for Organic Waste received from the “Mixed waste organic collection stream” as defined in 14 CCR Section 17402(a)(11.5); or, as otherwise defined in 14 CCR Section 18982(a)(33).

- (qq) “Infectious Waste” means (a) equipment, instruments, utensils and other fomites of a disposable nature from the rooms of patients who are suspected to have or have been diagnosed as having a communicable disease and must, therefore, be isolated as required by public health agencies; (b) laboratory wastes, including pathological specimens (i.e., all tissues, specimens of blood elements, excreta and secretions obtained from patients or laboratory animals) and disposable fomites (any substance that may harbor or transmit pathogenic organisms) attendant thereto; and/or (c) surgical operating room pathologic specimens - including recognizable anatomical parts, human tissue, anatomical human remains and disposable materials from hospitals, clinics, outpatient areas and emergency rooms, as defined in 14 CCR Section 17225.36.
- (rr) “Inspection” means a site visit where a District reviews records, containers, and an entity’s collection, handling, recycling, or landfill disposal of Recyclable Materials, Organic Waste, Solid Waste or Edible Food handling to determine if the entity is complying with requirements set forth in this Ordinance, or as otherwise defined in 14 CCR Section 18982(a)(35).
- (ss) “Large Event” means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this Ordinance.
- (tt) “Large Venue” means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this Ordinance and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this Ordinance and implementation of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply to this Ordinance.
- (uu) “Local Education Agency” means a school district, charter school, or county office of education that is not subject to the control of District or county regulations related to Solid Waste, or as otherwise defined in 14 CCR Section 18982(a)(40).

- (vv) “Multi-Family Residential Dwelling” or “Multi-Family” or “MFD” means of, from, or pertaining to residential Premises with five (5) or more dwelling units including such Premises when combined in the same building with Commercial establishments, that receive centralized, shared, Collection service for all units on the Premises which are billed to one (1) Customer at one (1) address. Customers residing in Townhouses, mobile homes, condominiums, or other structures with five (5) or more dwelling units who receive individual service and are billed separately shall not be considered Multi-Family. Multi-Family Premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses.
- (ww) “Notice of Violation (NOV)” means a notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties, or as otherwise defined in 14 CCR Section 18982(a)(45) or further explained in 14 CCR Section 18995.4.
- (xx) “Occupant” means the Person who occupies a Premises.
- (yy) “Organic Materials” means Yard Trimmings and Food Waste, individually or collectively that are set aside, handled, packaged, or offered for collection in a manner different from Solid Waste for the purpose of processing. No Discarded Material shall be considered to be Organic Materials, however, unless it is separated from Recyclable Material and Solid Waste. Organic Materials are a subset of Organic Waste.
- (zz) “Organic Materials Container” shall be used for the purpose of storage and collection of Source Separated Organic Materials.
- (aaa) “Organic Waste” means wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined by 14 CCR Section 18982(a).
- (bbb) “Owner” means the Person(s) holding legal title to real property and/or any improvements thereon and shall include the Person(s) listed on the latest equalized assessment roll of the County Assessor.
- (ccc) “Paper Products” include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling, or as otherwise defined in 14 CCR Section 18982(a)(51).
- (ddd) “Printing and Writing Papers” include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars,

brochures, reports, magazines, and publications, or as otherwise defined in 14 CCR Section 18982(a)(54).

- (eee) “Premises” means and includes any land, building and/or structure, or portion thereof, in the District where Discarded Materials are produced, generated, or accumulated. All structures on the same legal parcel, which are owned by the same person shall be considered as one Premises.
- (fff) “Prohibited Container Contaminants” means the following: (i) Discarded Materials placed in the Recyclable Materials Container that are not identified as acceptable Source Separated Recyclable Materials for the District’s Recyclable Materials Container; (ii) Discarded Materials placed in the Organic Materials Container that are not identified as acceptable Source Separated Organic Materials for the the District’s Organic Materials Container; (iii) Discarded Materials placed in the Solid Waste Container that are acceptable Source Separated Recyclable Materials and/or Source Separated Organic Materials to be placed in the District’s Organic Materials Container and/or Recyclable Materials Container; and, (iv) Excluded Waste placed in any container.
- (ggg) “Recovery” means any activity or process described in 14 CCR Section 18983.1(b), or as otherwise defined in 14 CCR Section 18982(a)(49).
- (hhh) “Recyclable Materials” means those Discarded Materials that the Generators set out in Recyclables Containers for Collection for the purpose of Recycling by the Service Provider and that exclude Excluded Waste. No Discarded Materials shall be considered Recyclable Materials unless such material is separated from Organic Materials, and Solid Waste. Recyclable Materials shall include, but not be limited to by-products or discards set aside, handled, packaged or offered for Collection from Residential, Commercial, governmental or industrial customers in a manner different from Solid Waste. Including, but not limited to, aluminum, newspaper, clear and colored glass, tin and bi-metal, all plastic containers (except polystyrene), cardboard, chipboard, magazines, mixed paper (including magazines, phone books and junk mail) and motor oil and filters.. For the purpose of collection of Recyclable Materials through contractor’s collection services, recyclable materials shall be limited to those materials identified by the collection contractor as acceptable recyclable materials.
- (iii) “Recyclable Materials Container” shall be used for the purpose of storage and collection of Source Separated Recyclable Materials.
- (jjj) “Recycled-Content Paper” means Paper Products and Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber, or as otherwise defined in 14 CCR Section 18982(a)(61).

- (kkk) “Refuse” includes garbage, recyclables, green waste, Cast Offs, and/or Rubble.
- (lll) “Residential” shall mean of, from, or pertaining to a Single-Family Premises or Multi-Family Premises including Single-Family homes, apartments, condominiums, Townhouse complexes, mobile home parks, and cooperative apartments.
- (mmm) “Responsible Party” means the Owner, property manager, tenant, lessee, Occupant, or other designee that subscribes to and pays for Recyclable Materials, Organic Materials, and/or Solid Waste collection services for a Premises in the District, or, if there is no such subscriber, the Owner or property manager of a Single-Family Premises, Multi-Family Premises, or Commercial Premises. In instances of dispute or uncertainty regarding who is the Responsible Party for a Premises, Responsible Party shall mean the Owner of a Single-Family Premises, Multi-Family Premises, or Commercial Premises.
- (nnn) “Restaurant” means an establishment primarily engaged in the retail sale of food and drinks for on-Premises or immediate consumption, or as otherwise defined in 14 CCR Section 18982(a)(64).
- (ooo) “Route Review” means a visual Inspection of containers along a Hauler Route for the purpose of determining Container Contamination and may include mechanical Inspection methods such as the use of cameras, or as otherwise defined in 14 CCR Section 18982(a)(65).
- (ppp) “Rubble” means and includes all debris from the construction, demolition or alteration of buildings, earth, rocks or incinerator ashes, brick, mortar, concrete and similar solid material.
- (qqq) “SB 1383” means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.
- (rrr) “SB 1383 Regulations” or “SB 1383 Regulatory” means or refers to, for the purposes of this Ordinance, the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.
- (sss) “Self-Haul” means to act as a Self-Hauler.
- (ttt) “Self-Hauler” means a person, who hauls Solid Waste, Organic Waste or Recyclable Material they have generated to another person. Self-hauler also

includes a landscaper, or a person who back-hauls waste. Back-haul means generating and transporting Recyclable Materials or Organic Waste to a destination owned and operated by the Generator or Responsible Party using the Generator's or Responsible Party's own employees and equipment.

(uuu) "Service Level" refers to the size of a Customer's Container and the frequency of Collection service.

(vvv) "Single-Family" or "SFD" refers to any detached or attached house or residence of four (4) units or less designed or used for occupancy by one (1) family, provided that Collection service feasibly can be provided to such Premises as an independent unit, and the Owner or Occupant of such independent unit is billed directly for the Collection service. Single-Family includes Townhouses, and each independent unit of duplex, tri-plex, or four-plex Residential structures, regardless of whether each unit is separately billed for their specific Service Level.

(www) "Solid Waste" has the same meaning as defined in State Public Resources Code Section 40191, which defines Solid Waste as all putrescible and non-putrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semisolid wastes, with the exception that Solid Waste does not include any of the following wastes:

- (1) Hazardous waste, as defined in the State Public Resources Code Section 40141.
- (2) Radioactive waste regulated pursuant to the State Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the State Health and Safety Code).
- (3) Medical waste regulated pursuant to the State Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the State Health and Safety Code). Untreated medical waste shall not be disposed of in a Solid Waste landfill, as defined in State Public Resources Code Section 40195.1. Medical waste that has been treated and deemed to be Solid Waste shall be regulated pursuant to Division 30 of the State Public Resources Code.
- (4) Recyclable Materials, Organic Materials, and Construction and Demolition Debris when such materials are Source Separated.

Notwithstanding any provision to the contrary, Solid Waste may include de minimis volumes or concentrations of waste of a type and amount normally found in Residential Solid Waste after implementation of programs for the safe



Collection, Recycling, treatment, and Disposal of household hazardous waste in compliance with Section 41500 and 41802 of the California Public Resources Code as may be amended from time to time. Solid Waste includes salvageable materials only when such materials are included for Collection in a Solid Waste Container not Source Separated from Solid Waste at the site of generation.

- (xxx) “Solid Waste Container” shall be used for the purpose of storage and collection of Solid Waste.
- (yyy) “Source Separated” or “Source-Separated (materials)” means materials, including commingled Recyclable Materials and Organic Materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of the Ordinance, Source Separated shall include separation of materials by the Generator, Responsible Party, or Responsible Party’s employee, into different containers for the purpose of collection such that Source-Separated materials are separated from Solid Waste for the purposes of collection and processing.
- (zzz) “Source Separated Organic Materials” means Organic Materials that are Source Separated and placed in an Organic Materials Container.
- (aaaa) “Source Separated Recyclable Materials” means Recyclable Materials that are Source Separated and placed in a Recyclable Materials Container.
- (bbbb) “Standard Container” means Organic Waste Containers, Recyclable Materials Containers, and Organic Waste Containers approved by the District and/or the Franchisee.
- (cccc) “State” means the State of California.
- (dddd) “Supermarket” means a full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR Section 18982(a)(71).
- (eeee) “Tier One Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following:
  - (1) Supermarket.
  - (2) Grocery Store with a total facility size equal to or greater than 10,000 square feet.
  - (3) Food Service Provider.

- (4) Food Distributor.
- (5) Wholesale Food Vendor.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this Ordinance.

(ffff) “Tier Two Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following:

- (1) Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
- (2) Hotel with an on-site Food Facility and 200 or more rooms.
- (3) Health facility with an on-site Food Facility and 100 or more beds.
- (4) Large Venue.
- (5) Large Event.
- (6) A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
- (7) A Local Education Agency facility with an on-site Food Facility.

If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this Ordinance.

(gggg) “Ton” or “Tonnage” means a unit of measure for weight equivalent to two thousand (2,000) standard pounds where each pound contains sixteen (16) ounces.

(hhhh) “Wholesale Food Vendor” means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination, or as otherwise defined in 14 CCR Section 189852(a)(76).

(iiii) “Yard Trimmings” or “Green Waste” means those Discarded Materials that will decompose and/or putrefy, including, but not limited to, green trimmings, grass, weeds, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees, small pieces of unpainted and untreated wood, and other types of Organic Materials resulting from normal yard and landscaping maintenance that may be specified in District Legislation for Collection and Processing as Organic Materials under this Agreement. Yard Trimmings does not include

items herein defined as Excluded Waste. Yard Trimmings are a subset of Organic Materials. Yard Trimmings placed for Collection may not exceed six (6) inches in diameter and three (3) feet in length and must fit within the Contractor-provided Container. Acceptable Yard Trimmings may be added to or removed from this list from time to time by mutual consent or at the sole discretion of the District.

## **12.04 MANDATORY SOLID WASTE, ORGANIC WASTE, AND RECYCLING SERVICE**

### **12.04.010 Requirements for Single-Family Premises**

- (a) Except Responsible Parties of Single-Family Premises that meet the Self-Hauler requirements in Section 12.04.080 of this Ordinance, Responsible Parties of Single-Family Premises shall comply with the following requirements:
- (1) Subscribe to and pay for District's three-container collection services for weekly collection of Recyclable Materials, Organic Materials, and Solid Waste generated by the Single-Family Premises and comply with requirements of those services as described below in Section 12.04.010(a)(2). District and its Designee(s) shall have the right to review the number and size of a Generator's containers to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials. The Responsible Parties for Single-Family Premises shall adjust their Service Level for their collection services as requested by the District.
  - (2) Participate in the District's three-container collection service(s) in the manner described below.
    - (i) Place, or, if Responsible Party is not an occupant of the Single-Family Premises, direct its Generators to place, Source Separated Organic Materials, including Food Waste, in the Organic Materials Container; Source Separated Recyclable Materials in the Recyclable Materials Container; and Solid Waste in the Solid Waste Container.
    - (ii) Not place, or, if Responsible Party is not an occupant of the Single-Family Premises, direct its Generators to not place Prohibited Container Contaminants in collection containers and not place materials designated for the Organic Materials Containers or Recyclable Materials Containers in the Solid Waste Containers.
- (b) Nothing in this Section prohibits a Responsible Party or Generator of a Single-Family Premises from preventing or reducing Discarded Materials generation, managing Organic Waste on site, and/or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

- (c) The requirements of this Section 12.04.010 may be subject to a low-population waiver pursuant to Article 3 in Title 14 of the California Code of Regulations, Sections 18984 through 18984.13. Please contact the District for verification.

#### **12.04.020 Requirements for Multi-Family Residential Dwellings**

- (a) Responsible Parties of Multi-Family Premises shall provide or arrange for Recyclable Materials, Organic Materials, and Solid Waste collection services consistent with this Ordinance and for employees, contractors, and tenants. Responsible Parties of Multi-Family Premises may receive waivers pursuant to Section 12.04.040 for some requirements of this Section.
- (b) Except for Responsible Parties of Multi-Family Premises that meet the Self-Hauler requirements in Section 12.04.080 of this Ordinance, including hauling services arranged through a landscaper, Responsible Parties of Multi-Family Premises shall:
  - (1) Subscribe to and pay for the District's three or more-container collection services and comply with requirements of those services for all Recyclable Materials, Organic Materials, and Solid Waste generated at the Multi-Family Premises as further described below in this Section. The District and its Designee(s) shall have the right to review the number and size of the Multi-Family Premises' collection containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials. The Responsible Party of a Multi-Family Premises shall adjust their Service Level for their collection services as requested by the District or its Designee.
  - (2) Participate in the District's three or more-container collection service(s) for at least weekly collection of Recyclable Materials, Organic Materials, and Solid Waste in the manner described below.
- (c) Place and/or direct its Generators to place Source Separated Organic Materials, including Food Waste, in the Organic Materials Container; Source Separated Recyclable Materials in the Recyclable Materials Container; and Solid Waste in the Solid Waste Container.
- (d) Not place and/or direct its Generators to not place Prohibited Container Contaminants in collection containers and to not place materials designated for the Organic Materials Containers or Recyclable Materials Containers in the Solid Waste Containers.
  - (1) Supply and allow access to adequate number, size and location of collection containers with sufficient labels or colors for employees, contractors, tenants, and customers, consistent with the District's Recyclable Materials Container, Organic Materials Container, and Solid Waste Container collection service or, if Self-Hauling, consistent with the

Multi-Family Premises' approach to complying with Self-Hauler requirements in Section 12.04.080 of this Ordinance.

- (2) Annually provide information to employees, contractors, tenants, and customers about Recyclable Materials and Organic Waste Recovery requirements and about proper sorting of Recyclable Materials, Organic Materials, and Solid Waste.
  - (3) Provide education information before or within fourteen (14) days of occupation of the Premises to new tenants that describes requirements to Source Separate Recyclable Materials and Organic Materials and to keep Source Separated Organic Materials and Source Separated Recyclable Materials separate from each other and from Solid Waste (when applicable) and the location of containers and the rules governing their use at each property.
  - (4) Provide or arrange access for the District and/or its Designee(s) to their properties during all Inspections conducted in accordance with this Ordinance to confirm compliance with the requirements of this Ordinance.
- (e) If the Responsible Party of a Multi-Family Premises wants to Self-Haul, meet the Self-Hauler requirements in Section 12.04.080 of this Ordinance.
- (f) Multi-family Premises that generate two (2) cubic yards or more of total Solid Waste, Recyclable Materials, and Organic Materials per week (or other threshold defined by the State) that arrange for gardening or landscaping services shall require that the contract or work agreement between the Owner, Occupant, or operator of a Multi-Family Premises and a gardening or landscaping service specifies that the designated organic materials generated by those services be managed in compliance with this chapter.
- (g) Nothing in this Section prohibits a Responsible Party or Generator of a Multi-Family Premises from preventing or reducing Discarded Materials generation, managing Organic Waste on site, or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

#### **12.04.030 Requirements for Commercial Businesses**

- (a) Responsible Parties of Commercial Businesses shall provide or arrange for Recyclable Materials, Organic Materials, and Solid Waste collection services consistent with this Ordinance and for employees, contractors, tenants, and customers. Responsible Parties of Commercial Premises may receive waivers pursuant to Section 12.04.040 for some requirements of this Section.
- (b) Except Responsible Parties of Commercial Businesses that meet the Self-Hauler requirements in Section 12.04.080 of this Ordinance, including hauling

services arranged through a landscaper, Responsible Parties of Commercial Premises shall:

- (1) Subscribe to and pay for the District's three or more-container collection services and comply with requirements of those services for all Recyclable Materials, Organic Materials, and Solid Waste generated at the Commercial Premises as further described below in this Section. The District and its Designee(s) shall have the right to review the number and size of a Commercial Premises' containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials. The Responsible Party of the Commercial Business shall adjust their Service Level for their collection services as requested by the District or its Designee.
- (2) Participate in the District's three or more-container collection service(s) for at least weekly collection of Recyclable Materials, Organic Materials, and Solid Waste in the manner described below.
  - (i) Place and/or direct its Generators to place Source Separated Organic Materials, including Food Waste, in the Organic Materials Container; Source Separated Recyclable Materials in the Recyclable Materials Container; and Solid Waste in the Solid Waste Container.
  - (ii) Not place and/or direct its Generators to not place Prohibited Container Contaminants in collection containers and to not place materials designated for the Organic Materials Containers or Recyclable Materials Containers in the Solid Waste Containers.
- (3) Supply and allow access to adequate number, size and location of collection containers with sufficient labels or colors (conforming with Sections 12.04.030(b)(4)(i)) and 12.04.030(b)(4)(ii) below) for employees, contractors, tenants, and customers, consistent with the District's Recyclable Materials Container, Organic Materials Container, and Solid Waste Container collection service or, if Self-Hauling, consistent with the Commercial Premises' approach to complying with Self-Hauler requirements in Section 12.04.080 of this Ordinance.
- (4) Provide containers for customers for the collection of Source Separated Recyclable Materials and Source Separated Organic Materials in all indoor and outdoor areas where Solid Waste containers are provided for customers, for materials generated by that Commercial Business. Such containers shall be visible and easily accessible. Such containers do not need to be provided in restrooms. If a Commercial Business does not generate any of the materials that would be collected in one type of container, as demonstrated through an approved de minimis waiver per

Section 12.04.040(a), then the Responsible Party of the Commercial Business does not have to provide that particular container in all areas where Solid Waste containers are provided for customers. Pursuant to 14 CCR Section 18984.9(b), the containers provided by the Responsible Party of the Commercial Business shall have either:

- (i) A body or lid that conforms with the container colors provided through the collection service provided by the District, with either lids conforming to the color requirements or bodies conforming to the color requirements or both lids and bodies conforming to color requirements. The Responsible Party of the Commercial Business is not required to replace functional containers that do not comply with the requirements of this subsection prior to whichever of the following comes first: (i) the end of the useful life of those containers, or (ii) January 1, 2036.
  - (ii) Container labels that include language or graphic images, or both, indicating the primary material accepted and the primary materials prohibited in that container, or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container. Pursuant 14 CCR Section 18984.8, the container labeling requirements are required on new containers commencing January 1, 2022.
- (5) To the extent practical through education, training, Inspection, and/or other measures, prohibit employees from placing materials in a container not designated for those materials per the District's Recyclable Materials Container, Organic Materials Container, and Solid Waste collection service or, if Self-Hauling, per the instructions of the Commercial Business's Responsible Party to support its compliance with Self-Hauler requirements in Section 12.04.080 of this Ordinance.
  - (6) Periodically inspect Recyclable Materials Containers, Organic Materials Containers, and Solid Waste Containers for contamination and inform employees if containers are contaminated and of the requirements to keep contaminants out of those containers pursuant to 14 CCR Section 18984.9(b)(3).
  - (7) Annually provide information to employees, contractors, tenants, and customers about Recyclable Materials and Organic Waste Recovery requirements and about proper sorting of Recyclable Materials, Organic Materials, and Solid Waste.
  - (8) Provide education information before or within fourteen (14) days of occupation of the Premises to new tenants that describes requirements to Source Separate Recyclable Materials and Organic Materials and to

keep Source Separated Organic Materials and Source Separated Recyclable Materials separate from each other and from other Solid Waste (when applicable) and the location of containers and the rules governing their use at each property.

- (9) Provide or arrange access for the District or its Designee to their properties during all Inspections conducted in accordance with this Ordinance to confirm compliance with the requirements of this Ordinance.
- (c) If the Responsible Party of a Commercial Business wants to Self-Haul, meet the Self-Hauler requirements in Section 12.04.080 of this Ordinance.
- (d) Nothing in this Section prohibits a Responsible Party or a Generator of a Commercial Business from preventing or reducing Discarded Materials generation, managing Organic Waste on site, or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).
- (e) Responsible Parties of Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements, pursuant to Section 12.04.050 of this Ordinance.

#### **12.04.040 Waivers for Multi-Family Premises and Commercial Premises**

- (a) De Minimis Waivers for Multi-Family Premises and Commercial Premises. The District and/or its Designee, may waive a Responsible Party's obligation to comply with some or all Recyclable Materials and Organic Waste requirements of this Ordinance if the Responsible Party of the Commercial Business or Multi-Family Premises provides documentation that the Commercial Business or Multi-Family Premises meets one of the criteria in subsections (1) and (2) below. For the purposes of subsections (1) and (2), the total Solid Waste shall be the sum of weekly container capacity measured in cubic yards for Solid Waste, Recyclable Materials, and Organic Materials collection service. Hauling through paper shredding service providers or other incidental services may be considered in granting a de minimis waiver.
  - (1) The Commercial Business's or Multi-Family Premises' total Solid Waste collection service is two (2) cubic yards or more per week and Recyclable Materials and Organic Materials subject to collection in Recyclable Materials Container(s) or Organic Materials Container(s) comprises less than twenty (20) gallons per week per applicable material stream of the Multi-family Premises' or Commercial Business's total waste (i.e., Recyclable Materials in the Recyclable Materials stream are less than twenty (20) gallons per week or Organic Materials in the Organic Materials stream are less than twenty (20) gallons per week); or,



- (2) The Commercial Business's or Multi-Family Premises' total Solid Waste collection service is less than two (2) cubic yards per week and Recyclable Materials and Organic Materials subject to collection in a Recyclable Materials Container(s) or Organic Materials Container(s) comprises less than ten (10) gallons per week per applicable material stream of the Multi-family Premises' or Commercial Business's total waste (i.e., Recyclable Materials in the Recyclable Materials stream are less than ten (10) gallons per week or Organic Materials in the Organic Materials stream are less than ten (10) gallons per week).
- (b) Physical Space Waivers. The District and/or District's Designee may waive a Commercial Business's or Multi-Family Premises' obligation to comply with some or all of the Recyclable Materials and/or Organic Waste collection service requirements if the District or its Designee has evidence from its own staff, a hauler, licensed architect, or licensed engineer demonstrating that the Premises lacks adequate space for Recyclable Materials Containers and/or Organic Materials Containers required for compliance with the Recyclable Materials and Organic Materials collection requirements of Section 12.04.020 or 12.04.030 as applicable.
  - (c) Review and Approval of Waivers. Waivers shall be granted to Responsible Parties by the District's Designee, or the District if there is no Designee, according to the following process:
    - (1) Responsible Parties of Premises seeking waivers shall submit a completed application form to the District and/or its Designee for a waiver. The waiver shall be considered based upon the following criteria: (1) the waiver type requested; (2) type(s) of collection services for which the party is requesting a waiver; (3) the reason(s) for such waiver; (4) documentation supporting the request for a waiver; (5) any pertinent facts or circumstances; (6) harmony with the intent of this Ordinance; and (7) any other factors deemed relevant by the District and/or its Designee. The District or its Designee shall have sole discretion in determining to grant or not grant a waiver.
    - (2) Upon waiver approval, the District and/or its shall specify that the waiver is valid for the following duration:
      - (i) For Commercial Premises, five (5) years, or if property ownership changes, or if occupancy changes, whichever occurs first.
      - (ii) For Multi-Family Premises, five (5) years, or if property ownership changes, or if the property manager changes, whichever occurs first.
    - (3) Waiver holder shall notify the District's Designee, or the District if there is no Designee, if circumstances change such that Commercial

Business's or Multi-Family Premises' may no longer qualify for the waiver granted, in which case waiver will be rescinded.

- (4) Any waiver holder must cooperate with the District and/or its Designee for any on-site assessment of the appropriateness of the waiver.
- (5) Waiver holder shall reapply to the District's Designee, or the District if there is no Designee, for a waiver upon the expiration of the waiver period and shall submit any required documentation, and/or fees/payments as required by the District and/or its Designee. Failure to submit a completed application shall equate to an automatic denial of said application.
- (6) The District's Designee, or the District if there is no Designee, may revoke a waiver upon a determination that any of the circumstances justifying a waiver are no longer applicable.
- (7) If the District's Designee does not approve a waiver application or revokes a waiver, the applicant may appeal the decision for additional review to the District General Manager. The District may, after meeting and conferring with its Designee, direct the Designee to approve the waiver application and/or repeal the revocation of the waiver.

#### **12.04.050 Requirements for Commercial Edible Food Generators**

- (a) Tier One Commercial Edible Food Generators must comply with the requirements of this Section commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.
- (b) Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this Section, commencing January 1, 2024.
- (c) Commercial Edible Food Generators shall comply with the following requirements:
  - (1) Arrange to recover the maximum amount of Edible Food that would otherwise be disposed. Food that is donated shall be free from adulteration, spoilage, and meet the food safety standards of the California Health and Safety Code. Food cannot be donated if it is not in compliance with the food safety standards of the California Health and Safety Code, including food that is returned by a customer, has been served or sold and in the possession of a consumer, or is the subject of a recall.

- (2) Contract with or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for: (i) the collection of Edible Food for Food Recovery; or, (ii) acceptance of the Edible Food that the Commercial Edible Food Generator Self-Hauls to the Food Recovery Organization for Food Recovery.
- (3) Not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.
- (4) Allow the District, its agents, or the District's designated enforcement entity or designated third party enforcement entity to access the Premises and review records pursuant to 14 CCR Section 18991.4.
- (5) Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:
  - (i) A list of each Food Recovery Service or organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).
  - (ii) A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).
  - (iii) A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:
    - (A) The name, address and contact information of the Food Recovery Service or Food Recovery Organization.
    - (B) The types of food that will be collected by or Self-Hauled to the Food Recovery Service or Food Recovery Organization.
    - (C) The established frequency that food will be collected or Self-Hauled.
    - (D) The quantity of food, measured in pounds recovered per month, collected or Self-Hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.
- (6) Maintain records required by this Section for five (5) years.
- (7) No later than January 31 of each year commencing no later than January 31, 2023, for Tier One Commercial Edible Food Generators and January 31, 2025, for Tier Two Commercial Edible Food Generators, provide an annual Food Recovery report to the District or its Designee that includes the following information:

- (i) The amount, in pounds, of edible food donated to a Food Recovery Service or Food Recovery Organization annually; and,
  - (ii) The amount, in pounds of edible food rejected by a Food Recovery Service or Food Recovery Organization annually.
  - (iii) Any additional information required by the District Manager or their Designee.
- (d) Nothing in this Ordinance shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

#### **12.04.060 Requirements for Food Recovery Organizations and Services**

- (a) Food Recovery Services collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(1):
- (1) The name, address, and contact information for each Commercial Edible Food Generator from which the service collects Edible Food.
  - (2) The quantity in pounds of Edible Food collected from each Commercial Edible Food Generator per month.
  - (3) The quantity in pounds of Edible Food transported to each Food Recovery Organization per month.
  - (4) The name, address, and contact information for each Food Recovery Organization that the Food Recovery Service transports Edible Food to for Food Recovery.
- (b) Food Recovery Organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(2):
- (1) The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives Edible Food.

- (2) The quantity in pounds of Edible Food received from each Commercial Edible Food Generator per month.
  - (3) The name, address, and contact information for each Food Recovery Service that the organization receives Edible Food from for Food Recovery.
- (c) Maintain records required by this Section for five years.
- (d) Food Recovery Organizations and Food Recovery Services that have their primary address physically located in the District and contract with or have written agreements with one or more Commercial Edible Food Generators pursuant to 14 CCR Section 18991.3(b) shall report to the District it is located in and the District's Designee, if applicable, the total pounds of Edible Food recovered in the previous calendar year from the Tier One and Tier Two Commercial Edible Food Generators they have established a contract or written agreement with pursuant to 14 CCR Section 18991.3(b). The annual report shall be submitted to the District and the District's Designee, if applicable, no later than January 31 of each year.
- (e) In order to support Edible Food Recovery capacity planning assessments or other studies conducted by the District that provides Solid Waste collection services, or its designated entity, Food Recovery Services and Food Recovery Organizations operating in the District shall provide information and consultation to the District and District's Designee, if applicable, upon request, regarding existing, or proposed new or expanded, Food Recovery capacity that could be accessed by the District and its Commercial Edible Food Generators. A Food Recovery Service or Food Recovery Organization contacted by the District and/or its Designee shall respond to such request for information within 60 days, unless a shorter timeframe is otherwise specified by the District.
- (f) Food Recovery Organizations and Food Recovery Services that have their primary address physically located in the District and contract with or have written agreements with one or more Commercial Edible Food Generators shall include language in all agreements with Tier 1 and Tier 2 edible food generators located in the District identifying and describing the California Good Samaritan Act of 2017.
- (g) Nothing in this chapter prohibits a Food Recovery Organization or Food Recovery Service from refusing to accept Edible Food from a Commercial Edible Food Generator.

#### **12.04.070 Requirements for Haulers and Facility Operators**

- (a) Requirements for Haulers
- (1) Franchise hauler(s) providing Recyclable Materials, Organic Waste, and/or Solid Waste collection services to Generators within the District's

boundaries shall meet the following requirements and standards as a condition of approval of its contract, agreement, permit, or other authorization with the District to collect Recyclable Materials, Organic Materials, and/or Solid Waste:

- (i) Through written notice to the District annually on or before January 1 of each year, identify the facilities to which they will transport Discarded Materials, including facilities for Source Separated Recyclable Materials, Source Separated Organic Materials, and Solid Waste unless otherwise stated in the franchise agreement, contract, permit, or license, or other authorization with the District.
  - (ii) Transport Source Separated Recyclable Materials to a facility that recovers those materials; transport Source Separated Organic Materials to a facility, operation, activity, or property that recovers Organic Waste as defined in 14 CCR, Division 7, Chapter 12, Article 2; transport Solid Waste to a disposal facility or transfer facility or operation that processes or disposes of Solid Waste; and transport manure to a facility that manages manure in conformance with 14 CCR Article 12 and such that the manure is not landfilled, used as Alternative Daily Cover (ADC), or used as Alternative Intermediate Cover (AIC).
  - (iii) Obtain approval from the District to haul Organic Waste, unless it is transporting Source Separated Organic Waste to a Community Composting site or lawfully transporting C&D in a manner that complies with 14 CCR Section 18989.1, and Section 12.04.080 of this Ordinance.
- (2) Franchise hauler(s) authorized to collect Recyclable Materials, Organic Materials, and/or Solid Waste shall comply with education, equipment, signage, container labeling, container color, contamination monitoring, reporting, and other requirements contained within its franchise agreement, permit, or other agreement entered into with the District.
- (b) Requirements for Facility Operators and Community Composting Operations
- (1) Owners of facilities, operations, and activities located in the District's boundaries that recover Organic Waste, including, but not limited to, Compost facilities, in-vessel digestion facilities, and publicly-owned treatment works shall, upon District request, provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes. Entities contacted by the District shall respond within 60 days.

- (2) Community Composting operators with operations located in the District's boundaries, upon District request, shall provide information to the District to support Organic Waste capacity planning, including, but not limited to, an estimate of the amount of Organic Waste anticipated to be handled at the Community Composting operation. Entities contacted by the District shall respond within 60 days.
- (3) Owners of facilities, operations, and activities located in the District's boundaries that receive Recyclable Materials, Organic Materials, and/or Solid Waste shall provide to the District, on a quarterly basis, copies of all reports they are required to report to CalRecycle under 14 CCR.

#### **12.04.080 Self-Hauler Requirements**

- (a) Every Self-Hauler shall Source Separate its Recyclable Materials and Organic Materials (materials that District otherwise requires Generators or Responsible Parties to separate for collection in the District's Recyclable Materials and Organic Materials collection program) generated on-site from Solid Waste in a manner consistent with 14 CCR Section 18984.1 and the District's collection program. Self-Haulers shall deliver their materials to facilities described in subsection (b) below. Alternatively, Self-Haulers may or choose not to Source Separate Recyclable Materials and Organic Materials and shall haul its Solid Waste (that includes Recyclable Materials and Organic Materials) to a High Diversion Organic Waste Processing Facility subject to advance written approval by the District.
- (b) Self-Haulers that Source Separate their Recyclable Materials and Organic Materials shall haul their Source Separated Recyclable Materials to a facility that recovers those materials; haul their Source Separated Organic Waste to a facility, operation, activity, or property that processes or recovers Source Separated Organic Waste; and haul their Solid Waste to a disposal facility or transfer facility or operation that processes or disposes of Solid Waste.
- (c) Self-Haulers that are Responsible Parties of Commercial Businesses or Multi-Family Premises shall keep records of the amount of Recyclable Materials, Organic Waste, and Solid Waste delivered to each facility, operation, activity, or property that processes or recovers Recyclable Materials and Organic Waste and processes or disposes of Solid Waste or shall keep records of Solid Waste delivered to High Diversion Organic Waste Processing Facilities. These records shall be subject to review by the District and/or its Designee(s). The records shall include the following information:
  - (1) Delivery receipts and weight tickets from the entity accepting the Recyclable Materials, Organic Materials, and Solid Waste.
  - (2) The amount of material in cubic yards or Tons transported by the Generator or Responsible Party to each entity.

- (3) If the material is transported to an entity that does not have scales on-site or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of material but shall keep a record of the entities that received the Recyclable Materials, Organic Materials, and Solid Waste.
- (d) Self-Haulers shall retain all records and data required to be maintained by this Section for no less than five (5) years after the Recyclable Materials, Organic Materials, and/or Solid Waste was first delivered to the facility accepting the material.
- (e) Self-Haulers that are Commercial Businesses or Multi-Family Premises shall provide copies of records required by this Section to the District if requested by the District General Manager and shall provide the records at the frequency requested by the District Manager.
- (f) A Single-Family Generator or Single-Family Responsible Party that Self-Hauls Recyclable Materials, Organic Waste, or Solid Waste is not required to record or report information in Section 12.04.080(c) and (d).
- (g) Pursuant to 14 CCR Section 18815.9, Food Waste Self-Haulers are required to maintain records and report to CalRecycle information on the Tons of Food Waste Self-Hauled and the facilities or each use of such material. Food Waste Self-Haulers shall provide to the District, on a quarterly basis, copies of all reports they are required to report to CalRecycle.

## **12.06 INSPECTIONS AND INVESTIGATIONS**

### **12.06.010 Inspections and Investigations**

- (a) The District representatives or its Designee(s) are authorized to conduct Inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from Generators, or Source Separated materials to confirm compliance with this Ordinance by Generators, Responsible Parties of Single-Family Premises, Responsible Parties of Commercial Businesses, Responsible Parties of Multi-Family Premises, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws. This Section does not allow District or its Designee to enter the interior of a private residential property for Inspection.
- (b) Entities regulated by this Ordinance shall provide or arrange for access during all Inspections (with the exception of residential property interiors) and shall cooperate with the District's representative or its Designee during such Inspections and investigations. Such Inspections and investigations may include confirmation of proper placement of materials in containers, inspection



of Edible Food Recovery activities, review of required records, or other verification or Inspection to confirm compliance with any other requirement of this Ordinance. Failure of a Responsible Party to provide or arrange for: (i) access to an entity's Premises; or (ii) access to records for any Inspection or investigation is a violation of this Ordinance and may result in penalties described in Section 12.12.010.

- (c) Any records obtained by the District or its Designee during its Inspections, and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 et seq.
- (d) The District representatives or their Designee are authorized to conduct any Inspections, or other investigations as reasonably necessary to further the goals of this Ordinance, subject to applicable laws.
- (e) The District or its Designee shall receive written complaints from persons regarding an entity that may be potentially non-compliant with SB 1383 Regulations, including receipt of anonymous complaints.
- (f) The District representatives and/or their Designee are authorized to provide informational notices to entities regulated by this Ordinance regarding compliance with this Ordinance.

## **12.08 COLLECTION OF RATES AND CHARGES**

### **12.08.010 Collection Rates and Collection Of Delinquent Fees And Charges**

- (a) Collection rates, fees and charges for solid waste collection and disposal shall be established pursuant to the California Constitution Article XIID and set by the Franchisee.
- (b) Once each year, prior to a date established by the District, the Franchisee shall take the following actions to collect delinquent solid waste collection and disposal accounts:
  - (1) Present to the District a list of Responsible Parties and/or Owners (with corresponding parcel numbers) within the District whose accounts are more than one hundred twenty days past due;
  - (2) Send a certified letter requesting payment to each Responsible Party and/or Owner with a delinquent account;
  - (3) At least thirty days after receiving delivery certification for payment requests, present to the District a list of Responsible Parties and/or Owners (with corresponding parcel numbers) whose accounts are still past due.

- (c) After the Franchisee has completed all of the actions listed in Paragraph (a), the District Board of Directors will adopt a resolution authorizing the County Auditor to place the delinquent accounts upon the tax roll. The Franchisee shall bear the full cost of any fees charged by the County Auditor to place the delinquent accounts on the tax roll.

#### **12.08.020 Franchise for Collection – Authorization**

- (a) A Franchise, exclusive or nonexclusive, for the collection and disposal of solid waste may be granted and/or authorized by the District or its Designee.
- (b) No person shall collect, or enter into an agreement to collect, or provide for the collection or disposal of Discarded Materials, unless such person is authorized by the District to operate within the District by means of a Franchise Agreement.

### **12.10 RULES AND REGULATIONS**

#### **12.10.010 Regulations For Accumulation Of Solid Waste, Cast Offs, Rubble, And Refuse**

- (a) No Responsible Party, Generator, or Owner of property shall allow the following to be accumulated on any property, lot, parcel, or Premises:
  - (1) Solid waste of any kind, unless the same shall be in a Solid Waste Container.
  - (2) Discarded mattresses, couches, chairs, and other household furniture.
  - (3) Construction material, demolition material, Rubble, Refuse, and/or debris.
  - (4) Hazardous Materials of any kind.
  - (5) Bulky Items and Cast Offs.
- (b) No Responsible Party, Generator, or Owner shall dispose of Solid Waste, Recyclable Materials, or Organic Waste by:
  - (1) Causing it to be placed on another's lot, parcel, or Premises.
  - (2) Causing it to be deposited in or near litter receptacles placed by the District in public places for incidental use by pedestrians or vehicular traffic;
  - (3) Causing it to be deposited on any public or private place, street, lane, alley, or drive.
  - (4) Causing it to be placed into any standard container other than those in possession of such Responsible Party or Generator unless permission for such use is granted by the Commercial or Residential Customer in

possession of the Standard Container(s).

- (c) The Responsible Party and/or Owner of a developed or non-developed (vacant) lot or parcel of land shall be liable for paying the costs, including administrative costs and attorneys' fees for the removal of Solid Waste, Refuse, Cast Offs, and Rubble that accumulates on his/her property in violation of this section, if said waste is not removed after notice, as provided in Section 12.10.020.

**12.10.020 Clearing Of Accumulated Solid Waste And Rubble**

- (a) The accumulation of Solid Waste, Refuse, Cast Offs, and/or Rubble in violation of this Ordinance is hereby declared to be a public nuisance.
- (b) The District or its Designee is authorized and empowered to notify the Owner, his or her agent, or person in control of any lot, parcel, or Premises within the District, and direct them to dispose of Solid Waste, Refuse, Cast Offs, and/or Rubble that has accumulated in violation of this Section 12.10.020. Such notice shall be given by posting the lot, parcel, or Premises and by certified mail addressed to the Responsible Party and/or Owner, his or her agent, at his or her last known address, or by personal service on the owner, agent, person in control or occupant of the property or Premises.
- (c) The notice shall describe the work to be done and shall state that if the work is not commenced within ten calendar days after receipt of notice and diligently prosecuted to completion without interruption, the District and/or its Designee shall notify the County Environmental Health Department to commence abatement proceedings. Cost of said abatement, including administrative costs and attorneys' fees, shall be a lien on the property. The notice shall be substantially in the following form:

**NOTICE TO REMOVE  
SOLID WASTE REFUSE, CAST OFFS, AND/OR RUBBLE**

The owner of the property commonly known as: \_\_\_\_\_ is hereby ordered to properly dispose of the solid waste matter, refuse, cast offs, and/or rubble located on the property, to wit: (type of waste matter to be disposed of) within ten calendar days from the date hereof. If the disposal of the solid waste matter, cast-offs, and/or rubble herein described is not commenced and diligently prosecuted to completion within the time fixed herein, the District Operations Supervisor will apply to the County of San Luis Obispo Environmental Health Department for an order to abate said nuisance, and the costs of such abatement shall become a charge against the property, and shall be made a special assessment against the property. Said special assessment may be collected at the same time and in the same manner as is provided for the collection of ordinary

County taxes, and shall be subject to the same procedures as foreclosure and sale in the case of delinquency as is provided for ordinary County taxes.

If you should have any questions, please contact the undersigned at (805) 481-6730.

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

\_\_\_\_\_  
District Operations Supervisor

cc: San Luis Obispo County Environmental Health Department

- (d) The District shall cause to be kept in his/her office a permanent record containing:
- (1) a description of each parcel, property, or Premises for which notice to dispose of waste matter has been given;
  - (2) the name of the Owner, if known;
  - (3) the date the matter was referred to the San Luis Obispo County Department of Environmental Health;
  - (4) action taken by the County Department of Environmental Health. Each such entry shall be made as soon as practicable after completion of such act.
- (e) The County of San Luis Obispo Environmental Health Department is hereby authorized to enforce all abatement proceedings authorized by this section.

#### **12.10.030 Storage And Placement Of Standard Containers For Pick-Up**

- (a) All residential Standard Containers shall be placed for collection along the street in front of the premises or the rear alley, when applicable, only on the date established for the collection of solid waste on the particular route, or after 5:30 P.M. on the day immediately prior to such collection, and shall not remain thereon for more than twelve (12) hours after it has been emptied unless special in yard service has been contracted for.
- (b) Any Container placed for collection along a street or roadway shall be placed within three feet of the edge of the street or roadway, without causing a safety hazard. In the event that automated service is provided in the District, Containers shall be placed in accordance with guidelines established by the Franchisee and approved by the District.
- (c) Upon collection, the Franchisee shall place all Standard Containers approximately 3 feet from the edge of the street or roadway, to avoid creating

a safety hazard.

- (d) No person other than a Franchisee or Customer shall interfere in any manner with any Standard Container or the contents thereof, or remove any Discarded Materials from the location where it was placed by the Customer or Franchisee, nor remove the contents of any Standard Container.

#### **12.10.040 Unlawful Collection**

- (a) A Franchisee shall not be required to collect Hazardous Waste, or dangerous materials as part of its regular collection activity. Liquid and dry caustics, acids, biohazardous, flammable, explosive materials, insecticides, and similar substances shall not be deposited in Standard Containers. Any person collecting such substances shall store, handle and dispose of such materials in accordance with local, state and federal law and shall obtain all necessary local, state and federal permits therefor.
- (b) A Franchisee shall not be required to collect Infectious Waste (as defined in California Health and Safety Code Section 7054.4, as amended from time to time, or any successor provision or provisions thereto) as part of its regular collection activity. Anyone producing such wastes shall store, handle and dispose of such materials only in the manner approved by the County health officer or designated deputy, and in accordance with local, state and federal law and with all necessary local, state and federal permits.

#### **12.10.050 Condition of Collection Trucks**

Every truck used by a Franchisee in the collection and removal of Discarded Materials shall be kept well painted, clean, and in good operating condition.

#### **12.10.060 Exceptions**

- (a) Nothing in this Ordinance shall be deemed to prohibit the removal and hauling by a licensed person pursuant to the terms and conditions of this Ordinance.
- (b) Nothing in this Ordinance shall be construed to prohibit any producer of Solid Waste, Cast Offs, Rubble, or Refuse from hauling the same to a permitted disposal site pursuant to the terms and conditions of this Ordinance.
- (c) Nothing in this Ordinance shall be construed to prohibit the collection and removal of Yard Trimmings or Green Waste by individual residents and by individuals doing business as professional landscapers, when the collection is directly related to their work and done pursuant to the terms and conditions of this Ordinance.
- (d) Nothing in this Ordinance shall limit the right of Generator, Responsible Party, Owner, or Commercial Business, or other entity to donate, sell or otherwise dispose of Solid Waste provided that any such disposal is in accordance with the provisions of this Ordinance.

## **12.12 VIOLATIONS AND PENALTIES**

### **12.12.010 Enforcement**

- (a) Violation of any provision of this Ordinance shall constitute grounds for issuance of a Notice of Violation and assessment of a fine by the District or its Designee.
- (b) Other remedies allowed by law may be used, including civil action or prosecution as a misdemeanor or infraction. The District may pursue civil actions in the California courts to seek recovery of unpaid administrative citations. The District may, at its option, choose to delay court action until such time as a sufficiently large number of violations, or cumulative size of violations exist such that court action is a reasonable use of the District's staff and resources.
- (c) Responsible Entity for Enforcement
  - (1) Enforcement pursuant to this Ordinance may be undertaken by the District General Manager or its Designee, agent, legal counsel, or combination thereof.
  - (2) Enforcement may also be undertaken by a County Enforcement Official if so designated by the District.
  - (3) The District General Manager and/or its Designee may issue Notices of Violation(s).
- (d) Process for Enforcement
  - (1) The District General Manager and/or its Designee will monitor compliance with the Ordinance through Compliance Reviews, Route Reviews, investigation of complaints, and an Inspection program. The District General Manager and/or the County Enforcement Officials and/or its designee may also monitor compliance with the Ordinance randomly.
  - (2) The District may issue an official notification to notify regulated entities of its obligations under the Ordinance.
  - (3) For incidences of Prohibited Container Contaminants found in containers, the District or its Designee will issue an informational notice of contamination to any Generator or Responsible Party found to have Prohibited Container Contaminants in a container. Such notice will be provided via a cart tag or other communication immediately upon identification of the Prohibited Container Contaminants or within seven (7) days after determining that a violation has occurred. If the District, the County or their designee observes Prohibited Container

Contaminants in a Responsible Party's containers on more than three (3) consecutive occasion(s), the District/County may assess contamination processing fees or contamination penalties on the Generator.

- (4) With the exception of violations of contamination of container contents addressed under Section 12.12.010(k), the District shall issue a Notice of Violation requiring compliance within 60 days of issuance of the notice.
- (5) Absent compliance by the respondent within the deadline set forth in the Notice of Violation, the District shall commence an action to impose penalties, via an administrative citation and fine, pursuant to Section 12.12.010(k), Table 1, List of Example Violations.
- (6) Notices shall be sent to "Owner" at the official address of the owner maintained by the tax collector for the County Assessor or if no such address is available, to the owner at the address of the Multi-Family Premises or Commercial Premises or to the Responsible Party for the collection services, depending upon available information.

(e) Penalty Amounts for Types of Violations

The penalty levels are as follows, as prescribed by 14 CCR Section 18997.2 and any other applicable code or regulation:

- (1) For a first violation, the amount of the base penalty shall be \$50 to \$100 per violation.
- (2) For a second violation, the amount of the base penalty shall be \$100 to \$200 per violation.
- (3) For a third or subsequent violation, the amount of the base penalty shall be \$250 to \$500 per violation.

(f) Factors Considered in Determining Penalty Amount

The following factors shall be used to determine the amount of the penalty for each violation within the appropriate penalty amount range:

- (1) The nature, circumstances, and severity of the violation(s).
- (2) The violator's ability to pay.
- (3) The willfulness of the violator's misconduct.
- (4) Whether the violator took measures to avoid or mitigate violations of this chapter.

- (5) Evidence of any economic benefit resulting from the violation(s).
- (6) The deterrent effect of the penalty on the violator.
- (7) Whether the violation(s) were due to conditions outside the control of the violator.

(g) Compliance Deadline Extension Considerations

The District may extend the compliance deadlines set forth in a Notice of Violation issued in accordance with this Section if it finds that there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including the following:

- (1) Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters;
- (2) Delays in obtaining discretionary permits or other government agency approvals; or,
- (3) Deficiencies in Organic Waste recycling infrastructure or Edible Food Recovery capacity and the City/County is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.

(h) Appeals Process

Persons receiving an administrative citation containing a penalty for an uncorrected violation may request a hearing to appeal the citation. A hearing will be held only if it is requested within the time prescribed and consistent with the Districts formal or informal procedures for appeals of administrative citations. Evidence may be presented at the hearing. The District will appoint a hearing officer who shall conduct the hearing and issue a final written order.

(i) Education Period for Non-Compliance

Beginning January 1, 2022 and through December 31, 2023, the District or its Designee will conduct Inspections, Route Reviews or waste evaluations, and Compliance Reviews, depending upon the type of regulated entity, to determine compliance, and if the District or its Designee determines that Generator, Responsible Party, Self-Hauler, hauler, Tier One Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance, it shall provide educational materials to the entity describing its obligations under this Ordinance and a notice that compliance is required by January 1, 2022, and that violations may be subject to administrative civil penalties starting on January 1, 2024.

(j) Civil Penalties for Non-Compliance



Beginning January 1, 2024, if the District determines that a Generator, Responsible Party, Self-Hauler, hauler, Tier One or Tier Two Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance with this Ordinance, it shall document the noncompliance or violation, issue a Notice of Violation, and take Enforcement Action pursuant to this Section, as needed.

(k) Enforcement Table

**Table 1. List of Example Violations**

<b>Requirement</b>	<b>Description of Violation</b>
Commercial Business Multi-Family Premises Responsibility Requirement Sections 12.04.020 and 12.04.030	Responsible Party for a Commercial Business or Multi-Family Premises fails to provide or arrange for Organic Waste collection services consistent with District requirements and as outlined in this Ordinance, for employees, contractors, tenants, and customers, including supplying and allowing access to adequate numbers, size, and location of containers and sufficient signage and container color.
Organic Waste Generator or Responsible Party Requirement Section 12.04.010, 12.04.020, and 12.04.030	Organic Waste Generator or Responsible Party fails to comply with requirements pursuant to this Ordinance.
Hauler Requirement Section 12.04.070	A hauler providing Single-Family, Multi-Family or Commercial collection service fails to transport Discarded Materials to a facility, operation, activity, or property that recovers Organic Waste, as prescribed by this Ordinance.
Hauler Requirement Section 12.04.070	A hauler providing Single-Family, Multi-Family or Commercial Recyclable Materials, Organic Materials, or Solid Waste collection service fails to obtain applicable approval issued by the District to haul Recyclable Materials, Organic Materials, or Solid Waste as prescribed by this Ordinance.
Hauler Requirement Section 12.04.070	A hauler fails to keep a record of the applicable documentation of its approval by the District, as prescribed by this Ordinance.

Requirement	Description of Violation
Self-Hauler Requirement Section 12.04.080	A Generator or Responsible Party who is a Self-Hauler fails to comply with the requirements of this Ordinance.
Commercial Edible Food Generator Requirement Section 12.04.050	Tier One Commercial Edible Food Generator fails to arrange to recover the maximum amount of its Edible Food that would otherwise be disposed by establishing a contract or written agreement with a Food Recovery Organization or Food Recovery Service and/or fails to comply with other requirements of this Ordinance commencing Jan. 1, 2022.
Commercial Edible Food Generator Requirement Section 12.04.050	Tier Two Commercial Edible Food Generator fails to arrange to recover the maximum amount of its Edible Food that would otherwise be disposed by establishing a contract or written agreement with a Food Recovery Organization or Food Recovery Service and/or fails to comply with other requirements of this Ordinance commencing Jan. 1, 2024.
Commercial Business Responsible Party, Multi-Family Premises Responsible Party, Commercial Edible Food Generator, Food Recovery Organization or Food Recovery Service Sections 12.04.020, 12.04.030, 12.04.050, 12.04.060, and 12.06.010	Failure to provide or arrange for access to an entity's Premises for any Inspection or investigation.
Recordkeeping Requirements for Commercial Edible Food Generator Section 12.04.050	Tier One or Tier Two Commercial Edible Food Generator fails to keep records, as prescribed by Section 12.04.050 of this Ordinance.
Recordkeeping Requirements for Food Recovery Services and Food Recovery Organizations	A Food Recovery Organization or Food Recovery Service that has established a contract or written agreement to collect or receive Edible Food directly from a Commercial Edible Food Generator pursuant

Requirement	Description of Violation
Section 12.04.060	to 14 CCR Section 18991.3(b) fails to keep records, as prescribed by Section 12.04.060 of this Ordinance.

**SECTION 2. CalRecycle Issued Waivers**

Certain provisions of this Ordinance may be subject to a low-population waiver pursuant to Article 3 in Title 14 of the California Code of Regulations, Sections 18984 through 18984.13. Please contact the District for verification.

**SECTION 3. CEQA**

The District finds that this Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Sections 15061(b)(3) and 15308 on the grounds that it can be seen with certainty that the enhanced waste disposal regulations, as provided for in this Ordinance will not have a significant effect on the environment and that the new requirements, which strengthen requirements for the handling of waste materials, represent actions by a regulatory agency for the protection of the environment.

**SECTION 4. Severability**

If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The District hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

**SECTION 5. Effective Date**

This Ordinance shall be effective commencing on January 1, 2022.



# Oceano Community Services District

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

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

[www.oceanocsd.org](http://www.oceanocsd.org)

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## Letter of Designation – Senate Bill 1383

December 8, 2021

On December 8, 2021, the Oceano Community Services District (OCSD) Board adopted ORDINANCE NO. 2021-02 AN ORDINANCE OF THE OCEANO COMMUNITY SERVICES DISTRICT TO AMEND TITLE 12 OF THE OCEANO COMMUNITY SERVICES DISTRICT CODE OF ORDINANCES AND ADOPT MANDATORY SOLID WASTE, ORGANIC WASTE, AND RECYCLING MATERIALS RULES AND REGULATIONS AND MAKING A DETERMINATION UNDER CEQA, which implements the relevant provisions of Senate Bill 1383 (Public Resources Code section 42652-42654) and the corresponding regulations in Title 14 of the California Code of Regulations, Division 7, Chapter 12, and enables the District to delegate authority for the implementation of Senate Bill 1383 and ORDINANCE NO. 2021-02 requirements to the extent allowed by law.

I am the designated Signature Authority for the OCSD. Accordingly, I hereby authorize the San Luis Obispo County Integrated Waste Management Authority (IWMA) to act as a delegate on behalf of the OCSD for the responsibilities of compliance with Senate Bill 1383 and the corresponding regulations in Title 14 of the California Code of Regulations, Division 7, Chapter 12 to the extent allowed by law. These delegated responsibilities, include, but are not limited to:

- (1) Establishing, administering, implementing, educating, and/or operating all state mandated Senate Bill 1383 programs. Such programs include, but are not limited to organic waste management, education and outreach, monitoring, inspection, and record keeping programs.
- (2) Establishing, administering, and implementing the edible food recovery requirements of Senate Bill 1383 regulations. Such duties shall include but are not limited to assessment of existing capacity for edible food recovery, establishing a food recovery program, inspection of commercial generators for compliance, and education and outreach to all businesses, residents, commercial edible food generators, and any other entities or parties required by law.
- (3) Coordinating with CalRecycle and any other state or federal entities in assessing and ensuring compliance with the CalRecycle procurement and pollution reduction targets for each party.
- (4) Monitoring and education related to ORDINANCE NO. 2021-02 including monitoring compliance through route reviews and evaluations, determining the applicability of waivers, where necessary and/or appropriate.
- (5) Reporting to CalRecycle on behalf of the OCSD related to its compliance with SB 1383, consistent with the requirements prescribed by CalRecycle.

This designation will remain effective until rescinded by my authority, or my successor's authority.

Sincerely,

**Will Clemens**

General Manager

**ADAMSKI MOROSKI MADDEN  
CUMBERLAND & GREEN LLP**

ATTORNEYS AT LAW

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December 2, 2021

Oceano Community Services District  
Attn: Board of Directors  
P.O. Box 599  
Oceano, CA. 93475

**Re: Conflict Waiver**

Dear Directors of the Board:

As you are aware, the San Luis Obispo County Integrated Waste Management Authority (“IWMA”) has prioritized the amending of the Joint Powers Agreement (“JPA”) and issues related to SB 1383 compliance and implementation. As you are also aware, our office represents the IWMA and a number of other local government agencies, including the California Valley Community Services District, Heritage Ranch Community Services District, Los Osos Community Services District, and San Simeon Community Services District, which are all participants in the IWMA alongside Oceano Community Services District (“OCSD”).

While the efforts of the OCSD and the IWMA are cooperative in nature, there is a close enough connection between the agencies that I find it prudent to draw your attention to even an appearance of conflict. For example, the IWMA is currently proposing amendments to the JPA. These amendments will be considered and ultimately approved by both OCSD and the IWMA. In addition, OCSD is in the process of adopting an ordinance related to SB 1383. Although the ordinance is necessary to comply with SB 1383, I have worked with the IWMA and its consultants to assist OCSD with this ordinance to ensure compliance with CalRecycle requirements. In both instances, OCSD and the IWMA are working toward a common objective, yet even where no actual conflict exists, there may be an appearance of conflict which I would rather address than avoid.

The California Rules of Professional Conduct prevent an attorney from representing a party in one matter where that attorney represents a different client in the same matter adverse to the first client *unless* both clients provide informed written consent. The following are the pertinent Rules of Professional Conduct related to this engagement:

**RULES OF PROFESSIONAL CONDUCT**

Rule 1.7 of the California Rules of Professional Conduct provides in pertinent part:

(a) A lawyer shall not, without informed written consent\* from each client and compliance with paragraph (d), represent a client if the representation is directly adverse to another client in the same or a separate matter.

(b) A lawyer shall not, without informed written consent\* from each affected client and compliance with paragraph (d), represent a client if there is a significant risk the lawyer's representation of the client will be materially limited by the lawyer's responsibilities to or relationships with another client, a former client or a third person,\* or by the lawyer's own interests.

(c) Even when a significant risk requiring a lawyer to comply with paragraph (b) is not present, a lawyer shall not represent a client without written disclosure of the relationship to the client and compliance with paragraph (d) where:

- (1) the lawyer has, or knows that another lawyer in the lawyer's firm has, a legal, business, financial, professional, or personal relationship with or responsibility to a party or witness in the same matter; or
- (2) the lawyer knows or reasonably should know that another party's lawyer is a spouse, parent, child, or sibling of the lawyer, lives with the lawyer, is a client of the lawyer or another lawyer in the lawyer's firm, or has an intimate personal relationship with the lawyer. *See Exhibit A* (a complete copy of Rule 1.7 of the California Rules of Professional Conduct)

Here, because the matters are cooperative in nature, I am confident that I am able to provide you competent and diligent representation in all matters even if I simultaneously represent the IWMA regarding the same matters. Nevertheless, I am obliged to inform you of any actual or reasonably foreseeable adverse effects of this representation. At this time, it is foreseeable that the Your Board could perceive my representation of the IWMA as a breach of loyalty.

### **YOUR CONSENT**

It is understood that this consent will not waive any protection that you may have with regard to attorney-client communications with me in this matter. Those communications will remain confidential and will not be disclosed to any third party without your consent.

I believe that the OCSB Board is familiar with the factual background relevant to the content of this letter, and that I have given you a sufficiently detailed description for obtaining informed written consent. However, if you believe that there is any other information that you or I need to have before such consent can be granted, please let me know immediately or such matters

Oceano Community Services District  
December 2, 2021  
Page 3

can be discussed at the December 8, 2021 meeting of the Board. You are advised of your right to seek independent legal advice related to the conflict represented by this waiver.

In the event that circumstances change or I become aware of new information that may affect your consent, you will be notified of that fact immediately, and continued representation will be subject to the informed written consent of involved parties.

Your execution of this consent form will constitute an acknowledgment of full disclosure in compliance with the requirements of Rule 1.7 of the California Rules of Professional Conduct previously quoted in this letter.

Very truly yours,

ADAMSKI MOROSKI MADDEN  
CUMBERLAND & GREEN LLP



JEFFREY A. MINNERY

JAM:jbg

Oceano Community Services District

\_\_\_\_\_  
Linda Austin, President

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



# The State Bar of California

## Rule 1.7 Conflict of Interest: Current Clients (Rule Approved by the Supreme Court, Effective November 1, 2018)

- (a) A lawyer shall not, without informed written consent\* from each client and compliance with paragraph (d), represent a client if the representation is directly adverse to another client in the same or a separate matter.
- (b) A lawyer shall not, without informed written consent\* from each affected client and compliance with paragraph (d), represent a client if there is a significant risk the lawyer's representation of the client will be materially limited by the lawyer's responsibilities to or relationships with another client, a former client or a third person,\* or by the lawyer's own interests.
- (c) Even when a significant risk requiring a lawyer to comply with paragraph (b) is not present, a lawyer shall not represent a client without written\* disclosure of the relationship to the client and compliance with paragraph (d) where:
  - (1) the lawyer has, or knows\* that another lawyer in the lawyer's firm\* has, a legal, business, financial, professional, or personal relationship with or responsibility to a party or witness in the same matter; or
  - (2) the lawyer knows\* or reasonably should know\* that another party's lawyer is a spouse, parent, child, or sibling of the lawyer, lives with the lawyer, is a client of the lawyer or another lawyer in the lawyer's firm,\* or has an intimate personal relationship with the lawyer.
- (d) Representation is permitted under this rule only if the lawyer complies with paragraphs (a), (b), and (c), and:
  - (1) the lawyer reasonably believes\* that the lawyer will be able to provide competent and diligent representation to each affected client;
  - (2) the representation is not prohibited by law; and
  - (3) the representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal.
- (e) For purposes of this rule, "matter" includes any judicial or other proceeding, application, request for a ruling or other determination, contract, transaction, claim, controversy, investigation, charge, accusation, arrest, or other deliberation, decision, or action that is focused on the interests of specific persons,\* or a discrete and identifiable class of persons.\*

### Comment

[1] Loyalty and independent judgment are essential elements in the lawyer's relationship to a client. The duty of undivided loyalty to a current client prohibits



undertaking representation directly adverse to that client without that client's informed written consent.\* Thus, absent consent, a lawyer may not act as an advocate in one matter against a person\* the lawyer represents in some other matter, even when the matters are wholly unrelated. (See *Flatt v. Superior Court* (1994) 9 Cal.4th 275 [36 Cal.Rptr.2d 537].) A directly adverse conflict under paragraph (a) can arise in a number of ways, for example, when: (i) a lawyer accepts representation of more than one client in a matter in which the interests of the clients actually conflict; (ii) a lawyer, while representing a client, accepts in another matter the representation of a person\* who, in the first matter, is directly adverse to the lawyer's client; or (iii) a lawyer accepts representation of a person\* in a matter in which an opposing party is a client of the lawyer or the lawyer's law firm.\* Similarly, direct adversity can arise when a lawyer cross-examines a non-party witness who is the lawyer's client in another matter, if the examination is likely to harm or embarrass the witness. On the other hand, simultaneous representation in unrelated matters of clients whose interests are only economically adverse, such as representation of competing economic enterprises in unrelated litigation, does not ordinarily constitute a conflict of interest and thus may not require informed written consent\* of the respective clients.

[2] Paragraphs (a) and (b) apply to all types of legal representations, including the concurrent representation of multiple parties in litigation or in a single transaction or in some other common enterprise or legal relationship. Examples of the latter include the formation of a partnership for several partners\* or a corporation for several shareholders, the preparation of a pre-nuptial agreement, or joint or reciprocal wills for a husband and wife, or the resolution of an "uncontested" marital dissolution. If a lawyer initially represents multiple clients with the informed written consent\* as required under paragraph (b), and circumstances later develop indicating that direct adversity exists between the clients, the lawyer must obtain further informed written consent\* of the clients under paragraph (a).

[3] In *State Farm Mutual Automobile Insurance Company v. Federal Insurance Company* (1999) 72 Cal.App.4th 1422 [86 Cal.Rptr.2d 20], the court held that paragraph (C)(3) of predecessor rule 3-310 was violated when a lawyer, retained by an insurer to defend one suit, and while that suit was still pending, filed a direct action against the same insurer in an unrelated action without securing the insurer's consent. Notwithstanding *State Farm*, paragraph (a) does not apply with respect to the relationship between an insurer and a lawyer when, in each matter, the insurer's interest is only as an indemnity provider and not as a direct party to the action.

[4] Even where there is no direct adversity, a conflict of interest requiring informed written consent\* under paragraph (b) exists if there is a significant risk that a lawyer's ability to consider, recommend or carry out an appropriate course of action for the client will be materially limited as a result of the lawyer's other responsibilities, interests, or relationships, whether legal, business, financial, professional, or personal. For example, a lawyer's obligations to two or more clients in the same matter, such as several individuals seeking to form a joint venture, may materially limit the lawyer's ability to recommend or advocate all possible positions that each might take because of the lawyer's duty of loyalty to the other clients. The risk is that the lawyer may not be

able to offer alternatives that would otherwise be available to each of the clients. The mere possibility of subsequent harm does not itself require disclosure and informed written consent.\* The critical questions are the likelihood that a difference in interests exists or will eventuate and, if it does, whether it will materially interfere with the lawyer's independent professional judgment in considering alternatives or foreclose courses of action that reasonably\* should be pursued on behalf of each client. The risk that the lawyer's representation may be materially limited may also arise from present or past relationships between the lawyer, or another member of the lawyer's firm\*, with a party, a witness, or another person\* who may be affected substantially by the resolution of the matter.

[5] Paragraph (c) requires written\* disclosure of any of the specified relationships even if there is not a significant risk the relationship will materially limit the lawyer's representation of the client. However, if the particular circumstances present a significant risk the relationship will materially limit the lawyer's representation of the client, informed written consent\* is required under paragraph (b).

[6] Ordinarily paragraphs (a) and (b) will not require informed written consent\* simply because a lawyer takes inconsistent legal positions in different tribunals\* at different times on behalf of different clients. Advocating a legal position on behalf of a client that might create precedent adverse to the interests of another client represented by a lawyer in an unrelated matter is not sufficient, standing alone, to create a conflict of interest requiring informed written consent.\* Informed written consent\* may be required, however, if there is a significant risk that: (i) the lawyer may temper the lawyer's advocacy on behalf of one client out of concern about creating precedent adverse to the interest of another client; or (ii) the lawyer's action on behalf of one client will materially limit the lawyer's effectiveness in representing another client in a different case, for example, when a decision favoring one client will create a precedent likely to seriously weaken the position taken on behalf of the other client. Factors relevant in determining whether the clients' informed written consent\* is required include: the courts and jurisdictions where the different cases are pending, whether a ruling in one case would have a precedential effect on the other case, whether the legal question is substantive or procedural, the temporal relationship between the matters, the significance of the legal question to the immediate and long-term interests of the clients involved, and the clients' reasonable\* expectations in retaining the lawyer.

[7] Other rules and laws may preclude the disclosures necessary to obtain the informed written consent\* or provide the information required to permit representation under this rule. (See, e.g., Bus. & Prof. Code, § 6068, subd. (e)(1) and rule 1.6.) If such disclosure is precluded, representation subject to paragraph (a), (b), or (c) of this rule is likewise precluded.

[8] Paragraph (d) imposes conditions that must be satisfied even if informed written consent\* is obtained as required by paragraphs (a) or (b) or the lawyer has informed the client in writing\* as required by paragraph (c). There are some matters in which the conflicts are such that even informed written consent\* may not suffice to permit representation. (See *Woods v. Superior Court* (1983) 149 Cal.App.3d 931 [197 Cal.Rptr.

185]; *Klemm v. Superior Court* (1977) 75 Cal.App.3d 893 [142 Cal.Rptr. 509]; *Ishmael v. Millington* (1966) 241 Cal.App.2d 520 [50 Cal.Rptr. 592].)

[9] This rule does not preclude an informed written consent\* to a future conflict in compliance with applicable case law. The effectiveness of an advance consent is generally determined by the extent to which the client reasonably\* understands the material risks that the consent entails. The more comprehensive the explanation of the types of future representations that might arise and the actual and reasonably\* foreseeable adverse consequences to the client of those representations, the greater the likelihood that the client will have the requisite understanding. The experience and sophistication of the client giving consent, as well as whether the client is independently represented in connection with giving consent, are also relevant in determining whether the client reasonably\* understands the risks involved in giving consent. An advance consent cannot be effective if the circumstances that materialize in the future make the conflict nonconsentable under paragraph (d). A lawyer who obtains from a client an advance consent that complies with this rule will have all the duties of a lawyer to that client except as expressly limited by the consent. A lawyer cannot obtain an advance consent to incompetent representation. (See rule 1.8.8.)

[10] A material change in circumstances relevant to application of this rule may trigger a requirement to make new disclosures and, where applicable, obtain new informed written consents.\* In the absence of such consents, depending on the circumstances, the lawyer may have the option to withdraw from one or more of the representations in order to avoid the conflict. The lawyer must seek court approval where necessary and take steps to minimize harm to the clients. See rule 1.16. The lawyer must continue to protect the confidences of the clients from whose representation the lawyer has withdrawn. (See rule 1.9(c).)

[11] For special rules governing membership in a legal service organization, see rule 6.3; and for work in conjunction with certain limited legal services programs, see rule 6.5.