

Pursuant to Governor Newsom's Executive Order N-29-20, 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, FEBRUARY 10, 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=Q2lUeVc5THhnZk10TEtOUTlTcXRiZz09> 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:** Prese " \* 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 Regular Meeting January 27, 2020.
- B. Review of Cash Disbursements
- C. Approval of a grant agreement with the Integrated Waste Management Authority for the Technical Assistance Grant Program and a budget adjustment in the Garbage Fund in the amount of \$10,000 from grant revenues and \$10,000 from contingencies reserves

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. Introduction of an Ordinance Repealing and Restating District Code 15.10 the Sale of Fireworks

9. HEARING ITEMS:

10. RECEIVED WRITTEN COMMUNICATIONS:

11. LATE RECEIVED WRITTEN COMMUNICATIONS:

**12. FUTURE AGENDA ITEMS** Deferred Infrastructure Program, Lopez Water Contract Amendments, Wastewater CIP, The Place, EIR State Parks PWP, Old Firehouse Art, California Voting Rights Act, District Flag Policy/ Pride Month, Social Media Policy/ Live Stream Board Meetings, Bill insert/ mailing policy

**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, January 27, 2021 – 6:00 P.M.

Location: TELECONFERENCE

1. **CALL TO ORDER:** at approximately 6:05 p.m. by President Austin
2. **ROLL CALL:** Board members present: President Austin, Vice President White, Director Gibson, and Director Replogle. Staff present: General Manager Will Clemens, Business and Accounting Manager, Carey Casciola and Jeff Minnery, Legal Counsel. Director Villa arrived after item 4.
3. **FLAG SALUTE:** led by President Austin.
4. **AGENDA REVIEW:**  
A motion was made by Vice President White to approve the agenda as presented with a second from Director Replogle and a 4-0 vote. Director Villa was not yet in attendance.
5. **PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA:**

Public comment was received from:

Julie Tacker	Comments regarding the Central Coast Blue project.
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## 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: Preparing for the upcoming storm; currently no flooding at 13<sup>th</sup> St. and Hwy 1 due to the County drainage project. Some flooding on Juanita Ave. and the County has posted signs. Sandbags are available outside the office and sand is located at 13<sup>th</sup> St. and Warner. Continuing with daily rounds; weekly and monthly samples; 8 work orders; 9 USAs; 5 customer service calls; 1 after hour call out; The sewer lateral on 16<sup>th</sup> St. has been replaced and slurry is pending the weather. Completed meter reads, comment codes, leak notifications and re-reads. A fire occurred on Strand Ave. requiring the water to be shut off due to damaged water lines within the home. Continuing to replace meters and recycled old meters.
- iv. **OCSD General Manager** – Will Clemens – Announcements regarding the upcoming storm - sandbags and sand is available to the community. County of SLO issued a news release regarding flooding and potential evacuation for certain areas and the alert systems. Ethics and Sexual Harassment training is being completed by staff and Board members. Board Member Form 700 is due by April 1, 2021.

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

- i. Director Villa – Reported on the 1/21/2021 Oceano Advisory Council (OAC) meeting.
- ii. Director Gibson – Reported on the 1/27/2021 Ad Hoc Sub Committee for Water Resources Advisory Committee (WRAC) meeting and the 1/14/2021 joint meeting with the Central Coast Water Authority and the State Water Subcontractor Advisory Committee. Reported on the 1/21/2021 Zone 3 meeting.
- iii. Vice President White – Reported on the 1/15/2021 Five Cities Fire Authority (FCFA) Meeting.
- iv. Director Replogle – Reported on the Integrated Waste Management Authority (IWMA) meeting.
- v. President Austin – None

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

Public comment was received from:

Julie Tacker	Comment on the Form 700. Comment regarding the Central Coast Blue project. Comment regarding the flooding on Juanita Ave.
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<b>7. CONSENT AGENDA:</b>	<b>ACTION:</b>
<ul style="list-style-type: none"> <li>a. Review and Approval of Minutes for Regular Meeting January 13, 2021.</li> <li>b. Review of cash disbursements.</li> <li>c. Authorize the President to sign a Conflict Waiver regarding the Integrated Waste Management Authority’s Technical Assistance Grant</li> <li>d. Consideration of a letter requesting access to federal Emergency Rental Assistance program for District customers.</li> </ul>	<p>After an opportunity for public comment and Board discussion, staff recommendations were approved with the revision to 7(a) provided in the addendum with a motion from Director Gibson, with a second from Vice President White and a 5-0 roll call vote.</p> <p>Public Comment: None</p>

<b>8A. BUSINESS ITEM:</b>	<b>ACTION:</b>
Discussion/Action Regarding Refinancing of the District’s Outstanding California Public Employees Retirement System (CalPERS) Unfunded Accrued Liability (UAL) and Appointing Financial Consultants.	<p>After an opportunity for public comment, Board discussion, and a presentation by Dmitry Semenov of CalMuni Advisors a motion was made to approve engagement with the consultants with an agreement approval by the General Manger, drafted by legal counsel and signed by the Board President with a motion from Director Gibson with a second from Vice President White and a 5-0 roll call vote.</p> <p>Public Comment: Julie Tacker – Commented on the order of Business Items as presented and consultant solicitation.</p>

<b>8B. BUSINESS ITEM:</b>	<b>ACTION:</b>
Discussion/Action Regarding Adoption of a Debt Management Policy	<p>After an opportunity for public comment and Board discussion, staff recommendations were approved with a motion from Director Gibson to adopt a Debt Management Policy, with a second from Vice President White and a 5-0 roll call vote.</p> <p>Public Comment: Julie Tacker – Commented on order of Business Items as presented.</p>

<b>8C. BUSINESS ITEM:</b>	<b>ACTION:</b>
Review of the District’s Budget Status as of December 31, 2020.	<p>After an opportunity for public comment and Board discussion the report was received and filed.</p> <p>Public Comment: None</p>

**9. HEARING ITEMS:** None

**10. RECEIVED WRITTEN COMMUNICATIONS:** None

**11. LATE RECEIVED WRITTEN COMMUNICATIONS:**

Allene Villa, Oceano Advisory Council	A letter to State Parks, posted as an addendum to the OCSD website.
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**12. FUTURE AGENDA ITEMS:** Continued, Deferred Infrastructure Program, Lopez Water Contract Amendments, Wastewater CIP, The Place, EIR State Parks PWP, Old Firehouse Art, California Voting Rights Act, Fireworks Ordinance, District Flag Policy/ Pride Month, Social Media Policy / Live Stream Board Meetings, Bill insert/ mailing policy.

**13. FUTURE HEARING ITEMS:** None

**14. CLOSED SESSION:** None

**15. ADJOURNMENT:** at approximately 7:50 pm



# Oceano Community Services District

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

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

**Date:** February 10, 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
	58807 - 58826	
<b>Disbursements:</b>		
Regular Payable Register - paid 02/03/2021	58807 - 58820	\$ 14,441.54
Subtotal:		\$ 14,441.54
<b>Reoccurring Payments for Board Review (authorized by Resolution 2020-06):</b>		
Payroll Disbursements - PPE 01/30/2021	N/A	\$ 31,544.34
Board Member Stipends - December 2020 - January 2021	N/A	\$ 968.85
Reoccurring Utility Disbursements - paid 02/03/2021	58821 - 58824	\$ 4,633.79
Reoccurring Health Disbursements - paid 02/03/2021	58825 - 58826	\$ 10,576.12
Subtotal:		\$ 47,723.10
Grand Total:		\$ 62,164.64

**Other Agency Involvement**

N/A

**Other Financial Considerations**

Amounts are within the authorized Fund level budgets.

**Results**

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

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

CHECK DATE: 0/00/0000 THRU 99/99/9999  
 CLEAR DATE: 0/00/0000 THRU 99/99/9999  
 STATEMENT: 0/00/0000 THRU 99/99/9999  
 VOIDED DATE: 0/00/0000 THRU 99/99/9999  
 AMOUNT: 0.00 THRU 999,999,999.99  
 CHECK NUMBER: 058807 THRU 058820

ACCOUNT	DATE	TYPE	NUMBER	DESCRIPTION	AMOUNT	STATUS	FOLIO	CLEAR DATE
1-1001-000	2/03/2021	CHECK	058807	ADAMSKI MOROSKI MADDEN CUMBERL	7,084.75CR	OUTSTND	A	0/00/0000
1-1001-000	2/03/2021	CHECK	058808	AQUA-METRIC	653.93CR	OUTSTND	A	0/00/0000
1-1001-000	2/03/2021	CHECK	058809	CALIFORNIA ASSOCIATION OF MUTU	500.00CR	OUTSTND	A	0/00/0000
1-1001-000	2/03/2021	CHECK	058810	BRENT SARKISON DBA CALTEC COMP	30.00CR	OUTSTND	A	0/00/0000
1-1001-000	2/03/2021	CHECK	058811	CARQUEST AUTO PARTS	25.40CR	OUTSTND	A	0/00/0000
1-1001-000	2/03/2021	CHECK	058812	CITY OF ARROYO GRANDE	3,427.22CR	OUTSTND	A	0/00/0000
1-1001-000	2/03/2021	CHECK	058813	CLINICAL LAB OF SAN BERNARDINO	660.00CR	OUTSTND	A	0/00/0000
1-1001-000	2/03/2021	CHECK	058814	FAMCON PIPE & SUPPLY, INC.	324.98CR	OUTSTND	A	0/00/0000
1-1001-000	2/03/2021	CHECK	058815	GATOR CRUSHING & RECYCLING	20.00CR	OUTSTND	A	0/00/0000
1-1001-000	2/03/2021	CHECK	058816	ICONIX WATERWORKS (US) INC.	537.26CR	OUTSTND	A	0/00/0000
1-1001-000	2/03/2021	CHECK	058817	J.B. DEWAR, INC.	626.57CR	OUTSTND	A	0/00/0000
1-1001-000	2/03/2021	CHECK	058818	PETTY CASH	1.20CR	OUTSTND	A	0/00/0000
1-1001-000	2/03/2021	CHECK	058819	QUILL CORPORATION	153.34CR	OUTSTND	A	0/00/0000
1-1001-000	2/03/2021	CHECK	058820	R&R ROLL-OFF LLC	396.89CR	OUTSTND	A	0/00/0000

ACCOUNT	DATE	TYPE	NUMBER	DESCRIPTION	AMOUNT	STATUS	FOLIO	CLEAR DATE
1-1001-000	2/03/2021	CHECK	058807	ADAMSKI MOROSKI MADDEN CUMBERL	7,084.75CR	OUTSTND	A	0/00/0000
1-1001-000	2/03/2021	CHECK	058808	AQUA-METRIC	653.93CR	OUTSTND	A	0/00/0000
1-1001-000	2/03/2021	CHECK	058809	CALIFORNIA ASSOCIATION OF MUTU	500.00CR	OUTSTND	A	0/00/0000
1-1001-000	2/03/2021	CHECK	058810	BRENT SARKISON DBA CALTEC COMP	30.00CR	OUTSTND	A	0/00/0000
1-1001-000	2/03/2021	CHECK	058811	CARQUEST AUTO PARTS	25.40CR	OUTSTND	A	0/00/0000
1-1001-000	2/03/2021	CHECK	058812	CITY OF ARROYO GRANDE	3,427.22CR	OUTSTND	A	0/00/0000
1-1001-000	2/03/2021	CHECK	058813	CLINICAL LAB OF SAN BERNARDINO	660.00CR	OUTSTND	A	0/00/0000
1-1001-000	2/03/2021	CHECK	058814	FAMCON PIPE & SUPPLY, INC.	324.98CR	OUTSTND	A	0/00/0000
1-1001-000	2/03/2021	CHECK	058815	GATOR CRUSHING & RECYCLING	20.00CR	OUTSTND	A	0/00/0000
1-1001-000	2/03/2021	CHECK	058816	ICONIX WATERWORKS (US) INC.	537.26CR	OUTSTND	A	0/00/0000
1-1001-000	2/03/2021	CHECK	058817	J.B. DEWAR, INC.	626.57CR	OUTSTND	A	0/00/0000
1-1001-000	2/03/2021	CHECK	058818	PETTY CASH	1.20CR	OUTSTND	A	0/00/0000
1-1001-000	2/03/2021	CHECK	058819	QUILL CORPORATION	153.34CR	OUTSTND	A	0/00/0000
1-1001-000	2/03/2021	CHECK	058820	R&R ROLL-OFF LLC	396.89CR	OUTSTND	A	0/00/0000

TOTALS FOR ACCOUNT 1-1001-0

CHECK	14,441.54CR
DEPOSIT	0.00
INTEREST	0.00
MISCELLANEOUS	0.00
SERVICE CHARGE	0.00
EFT	0.00
BANK-DRAFT	0.00
<b>TOTAL:</b>	<b>14,441.54CR</b>

TOTALS FOR POOLED CASH FUND

CHECK	14,441.54CR
DEPOSIT	0.00
INTEREST	0.00
MISCELLANEOUS	0.00
SERVICE CHARGE	0.00
EFT	0.00
BANK-DRAFT	0.00
<b>TOTAL:</b>	<b>14,441.54CR</b>



**Payroll Summary Report**  
**Board of Directors - Agenda Date February 10, 2021**

	(*)	
<u>Gross Wages</u>	1/16/2021	1/30/2021
Regular	\$27,207.10	\$27,207.07
Overtime Wages	\$492.15	\$267.06
Stand By	\$600.00	\$450.00
	<u>\$28,299.25</u>	<u>\$27,924.13</u>
Cell Phone Allowance	\$0.00	\$75.00
Total Wages	<u>\$28,299.25</u>	<u>\$27,999.13</u>
 <b><u>Disbursements</u></b>		
Net Wages	\$22,023.72	\$21,165.25
State and Federal Agencies	\$4,290.97	\$4,843.88
CalPERS - Normal	\$5,378.41	\$5,378.41
SEIU - Union Fees	\$156.80	\$156.80
Total Disbursements processed with Payroll	<u>\$31,849.90</u>	<u>\$31,544.34</u>
 Health (Disbursed with reoccurring bills)	 \$6,204.70	 \$6,204.70
Total District Payroll Related Costs	<u>\$38,054.60</u>	<u>\$37,749.04</u>

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

**Board Member Stipend Summary Report**  
**Board of Directors - Agenda Date February 10, 2021**

<u>Gross Stipends</u>	1/31/2021
Board Member Stipends	<u>\$900.00</u>
Gross Stipends	<u><u>\$900.00</u></u>

<u>Disbursements</u>	
Net Stipends	\$831.15
State and Federal Agencies	\$137.70
Total Disbursements processed with Stipends	<u><u>\$968.85</u></u>



# Oceano Community Services District

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

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

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

NAME: Cynthia Replogle

DATE: 28-Dec-2020

FOR THE MONTH OF: Dec 2020

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

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

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

MEETING DATES: 12-09-2020 and 12-23-2020

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

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

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

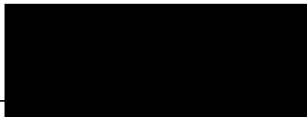
DATE: \_\_\_\_\_ MEETING: \_\_\_\_\_ AMOUNT: \$ \_\_\_\_\_

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

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

TOTAL COMPENSATION: \$ 200.

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





# Oceano Community Services District

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

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

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

NAME: Cynthia Replogle

DATE: 01-28-2021

FOR THE MONTH OF: Jan 2021

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

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

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

MEETING DATES: 01-13-2021 and 01-27-2021

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

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

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

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

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

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

TOTAL COMPENSATION: \$ 200.

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




# Oceano Community Services District

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

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

JAN 20 REC'D

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

NAME: KAREN M. WHITE

DATE: 1/11/2021

FOR THE MONTH OF: DECEMBER

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

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

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

MEETING DATES: 12/9/2020 and 12/23/2020

No. of Meetings 2 x \$100.00 = \$ 200<sup>00</sup>/<sub>100</sub>

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

DATE: 12/18/2020 MEETING: FIVE CITIES FIRE AMOUNT: \$ 50<sup>00</sup>/<sub>100</sub>

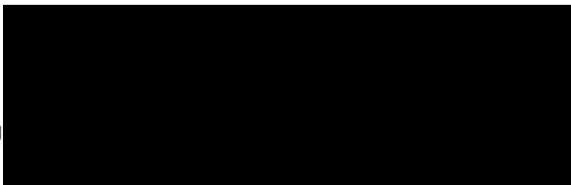
DATE: \_\_\_\_\_ MEETING: \_\_\_\_\_ AMOUNT: \$ \_\_\_\_\_

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

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

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

SIGNATURE





# Oceano Community Services District

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

Meeting Date: 12/18/2020

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

Public Meeting / Hearing: FIVE CITIES FIRE AUTHORITY

- Notes: Regular meeting by phone
- ① Considered possibility of purchase of new brush truck partially by revenue received from mutual aid assignments w/cal FIRE
  - ② Conducted yearly evaluation of fire chief Steve Lieberman
  - ③ Conducted yearly evaluation of district gen counsel David P. Aale  
both evaluations conducted in closed session.

Attached: Agenda / Other Documents  Yes  No

Signature 

JAN 26 REC'D



# Oceano Community Services District

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

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

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

NAME: KAREN M. WHITE

DATE: 1/27/2021

FOR THE MONTH OF: JANUARY

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

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

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

MEETING DATES: 1/13/2021 and 1/27/2021

No. of Meetings 2 x \$100.00 = \$ 200<sup>00</sup>/<sub>100</sub>

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

DATE: 1/15/2021 MEETING: FIVE CITIES FIRE AMOUNT: \$ 50<sup>00</sup>/<sub>100</sub>

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

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

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

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

SIGNATURE



# Oceano Community Services District

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

Meeting Date: 1/15/2021

Director Name: KAREN M WHITE

Public Meeting / Hearing: FIVE CITIES FIRE

Notes: Regular meeting electronic - started w/routine shift officers - new chair is Keith Stanton.

Approved sale of surplus Auto <sup>2015</sup> Ford Explorer met in closed session approved 3% salary increase for fire chief Gene Heberman to \$160,322 base total cost \$243,245 - still below allocation in 2020-2021 budget - also approved <sup>modest</sup> rate increase for gen counsel David Hoke.

Attached: Agenda / Other Documents [ ] Yes  No





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: 058821 THRU 058824

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	-----AMOUNT-----	STATUS	FOLIO	CLEAR DATE
1-1001-000	2/03/2021	CHECK	058821	DE LAGE LANDEN FINANCIAL SERVI	150.15CR	OUTSTND	A	0/00/0000
1-1001-000	2/03/2021	CHECK	058822	ELECSYS INTERNATIONAL CORP	223.50CR	OUTSTND	A	0/00/0000
1-1001-000	2/03/2021	CHECK	058823	PACIFIC GAS & ELECTRIC	4,030.19CR	OUTSTND	A	0/00/0000
1-1001-000	2/03/2021	CHECK	058824	VERIZON WIRELESS	229.95CR	OUTSTND	A	0/00/0000

-----  
 COPIER LEASE  
 EQUIPMENT MONITOR  
 UTILITY  
 FIELD CELL SVC

TOTALS FOR ACCOUNT 1-1001-0

CHECK	TOTAL:	4,633.79CR
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:	4,633.79CR
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

2/03/2021 3:17 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 2/03/2021 CHECK 058825 BLUE SHIELD OF CALIFORNIA 9,208.80CR OUTSTND A 0/00/0000 **EMPLOYEE INSURANCE**  
 1-1001-000 2/03/2021 CHECK 058826 PRINCIPAL LIFE INSURANCE COMPA 1,367.32CR OUTSTND A 0/00/0000 **EMPLOYEE INSURANCE**

TOTALS FOR ACCOUNT 1-1001-0  
 CHECK TOTAL: 10,576.12CR  
 DEPOSIT TOTAL: 0.00  
 INTEREST TOTAL: 0.00  
 MISCELLANEOUS TOTAL: 0.00  
 SERVICE CHARGE TOTAL: 0.00  
 EFT TOTAL: 0.00  
 BANK-DRAFT TOTAL: 0.00

TOTALS FOR POOLED CASH FUND  
 CHECK TOTAL: 10,576.12CR  
 DEPOSIT TOTAL: 0.00  
 INTEREST TOTAL: 0.00  
 MISCELLANEOUS TOTAL: 0.00  
 SERVICE CHARGE TOTAL: 0.00  
 EFT TOTAL: 0.00  
 BANK-DRAFT TOTAL: 0.00



# Oceano Community Services District

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

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

**Date:** February 10, 2021

**To:** Board of Directors

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

**Subject:** **Agenda Item #7(C):** Approval of a grant agreement with the Integrated Waste Management Authority for the Technical Assistance Grant Program and a budget adjustment in the Garbage Fund in the amount of \$10,000 from grant revenues and \$10,000 from contingencies reserves

## Recommendation

It is recommended that your Board:

1. Approve and authorize the General Manager to sign the attached grant agreement between the Integrated Waste Management Authority (IWMA) and the District for the Technical Assistance Grant (TAG) Program.
2. Approve a budget adjustment in the Garbage fund of \$10,000 from grant revenues and \$10,000 from contingencies reserves.

## Discussion

The District continues to move forward with the goal of providing programs that support eliminating waste in our community. On August 26, 2020, your Board directed staff to apply for the IWMA's TAG Program and the District was awarded the full \$10,000 in grant revenues. The attached agreement requires an in-kind match of \$10,000 from Garbage Fund contingencies reserves. Once the agreement has been approved staff will move forward with procuring quotes for the dual trash/ recycling receptacle and water refill stations.

## Other Agency Involvement

The San Luis Obispo County Integrated Waste Management Authority.

## Other Financial Considerations

Under the TAG Program an in-kind contribution match is required of \$10,000. The Garbage fund contingencies will decrease to \$27,598 with the corresponding budget adjustment.

## Results

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

Attachments: Grant Agreement

## **GRANT AGREEMENT**

**between**

**The San Luis Obispo County Integrated Waste Management Authority**

**and**

**Grantee**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the SAN LUIS OBISPO COUNTY INTEGRATED WASTE MANAGEMENT AUTHORITY (IWMA), a joint powers authority formed pursuant to the laws of the State of California and Grantee Oceano Community Services District.

### **WITNESSETH**

Whereas, the San Luis Obispo County Integrated Waste Management Authority (IWMA) created the Technical Assistance Grant (TAG) Program to empower local groups and change agents to develop community-based strategies for the prevention, separation, diversion, recycling, and composting of material in San Luis Obispo County; and

Whereas, in or about July of 2020 staff released TAG program guidelines with an application form; and

Whereas, special consideration was given to projects which would facilitate the implementation of new regulations prescribed by the State of California; and

Whereas, Contractor submitted a responsive application which was reviewed, scored against defined criteria, and, on November 19, 2020, approved for award by the IWMA Board of Directors.

NOW, THEREFORE, based on their mutual promises, covenants, and conditions, the parties hereby agree as follows:

#### **1. PROJECT**

Contractor will perform all activities and work necessary to implement and complete the project set

forth in the Statement of Grant Obligations which is incorporated herein as Exhibit A. Contractor agrees to furnish all labor, materials, equipment, licenses, permits, fees, and other incidentals necessary to perform and complete, per schedule, in a professional manner, the services described herein. Contractor represents that Contractor has the expertise necessary to adequately perform the project specified in Exhibit A.

In the event of any conflict between or among the terms and conditions of this Agreement, the exhibit incorporated herein, and the documents referred to and incorporated herein, such conflict will be resolved by giving precedence in the following order of priority:

- A. The text of this Agreement;
- B. Exhibit A to this Agreement;
- C. Technical Assistance Grant (TAG) Program Overview

Unless stricter compliance requirements are defined by Items A and B in the list above, then the project will comply with the requirements established in Item C.

## **2. PERIOD OF PERFORMANCE/TIMETABLE**

Contractor will commence performance of work and produce all work products in accordance with the work schedule and deadlines for performance identified in Exhibit A (Statement of Grant Obligations) unless this Agreement is terminated sooner as provided for elsewhere in this Agreement.

## **3. CONTRACTOR REQUIREMENTS**

- A. Contractor must be in compliance with all Federal, State and local land use, regulatory, and permit requirements.
- B. If Contractor is a private, nonprofit organization, proof of Federal tax-exempt status under Section 501 (c) is required.
- C. If Contractor is a for-profit entity, a valid business license is required.
- D. Contractor is required to complete and submit to IWMA a W-9 form.

## **4. EQUIPMENT REQUIREMENTS**

**A. Installation:** Contractor warrants that the installation of grant-funded equipment will be performed in a manner consistent with the manufacturer's specifications and such that it does not void the warranty(ies) provided by the manufacturer of the grant-funded equipment, nor any remaining warranty(ies) provided by the manufacturer of the base equipment into which the grant-funded equipment is installed.

**B. Maintenance:** Contractor will maintain the grant-funded equipment per the manufacturer's written specifications.

**C. Operation:** Contractor will operate the grant-funded equipment per the manufacturer's written specifications. Any grant-funded equipment leased, rented, or purchased must be used for its intended purpose for at least two (2) years from installation.

**D. Modification:** Contractor is required to conduct routine maintenance and repair as needed. All components replaced as part of routine maintenance and/or repair must comply with the original installed grant-funded equipment configuration and manufacturer's specifications.

## 5. PERFORMANCE

The waste reductions funded by this project must be real, quantifiable, and reportable. Projects must be located inside San Luis Obispo County, divert discarded materials generated in San Luis Obispo County, or involve educational campaigns targeting San Luis Obispo County residents or businesses.

## 6. RECORD KEEPING AND REPORTING

**A. Records:** Contractor will keep and provide to Executive Director or their designee(s) upon request, accurate financial records (including invoices and published price lists) necessary to enable the review of Contractor's performance of this Agreement. These records must demonstrate that the grant funding has been used for the purchase of equipment and/or provision of services as described in Exhibit A (Statement of Grant Obligations) to this Agreement. Contractor will maintain all such records for at least three (3) years from the expiration of the term of this Agreement.

**B. Reports:** Contractor agrees to provide Quarterly Invoice Reporting as per timetable described in

Exhibit A (Statement of Grant Obligations) to this Agreement.

**C. Presentation:** Contractor agrees to prepare a brief (4-5 minute) slideshow presentation for the IWMA Board, if requested to do so by the Executive Director, to illustrate the outcomes of the program and the benefit of the Technical Assistant Grant in meeting project goals.

## **7. COMPENSATION**

The total obligation of IWMA under this Agreement will not exceed \$10,000.

**A. Payments:** Only expenditures incurred by Contractor in the direct performance of this Agreement will be considered by IWMA in the Quarterly Invoice Reporting. Contractor will provide invoices and supporting records to the IWMA quarterly in accordance with the schedule specified in Exhibit A to this Agreement.

Copies of all invoices supporting expenses paid with grant funds will be submitted to the San Luis Obispo County Integrated Waste Management Authority, 870 Osos Street, San Luis Obispo, CA 93401, Attention: IWMA Accountant or via email to Barbara Aspernelson <baspernelson@iwma.com>

Eligible expenses to be paid by Contractor under this Agreement will include all sales and use taxes incurred pursuant to this Agreement, if any, including any such taxes due on grant-funded equipment purchased by Contractor.

**B. Surplus Funds:** Any part a payment by IWMA to Contractor, which is not utilized for any reason by Contractor to pay costs pursuant to the terms and conditions of this Agreement, will be refunded to IWMA within 30 days after the end of the Project Completion term as defined in Exhibit A to this Agreement.

## **8. NON-ALLOCATION OF FUNDS**

The terms of this Agreement and the services to be provided thereunder are contingent on the approval and appropriation of funds by the IWMA Board. Should sufficient funds not be allocated, the services provided may be modified or this Agreement may be terminated at any time by IWMA after giving Contractor thirty (30) days' notice in writing.

## 9. INDEPENDENT CONTRACTOR

In performance of the work, duties, and obligations assumed by Contractor under this Agreement, it is mutually understood and agreed that Contractor, including any and all of Contractor's officers, agents, and employees, will at all times be acting and performing as an independent contractor and will act in an independent capacity and not as an officer, agent, servant, employee, joint ventures, partner, or associate of IWMA. Furthermore, except for requirements specifically stated in this Agreement, IWMA will have no right to control, supervise or direct the manner or method by which Contractor will perform its work and function. However, IWMA will retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions thereof. Contractor and IWMA will comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, Contractor will have absolutely no right to employment rights and benefits available to IWMA employees. Contractor will be solely liable and responsible for providing to, or on behalf of, itself all legally required employee benefits. In addition, Contractor will be solely responsible and hold IWMA harmless from all matters relating to payment of Contractor's employees, including compliance with social security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, Contractor may be providing services to others unrelated to IWMA or to this Agreement.

## 10. TERMINATION

**A. Breach of Agreement:** IWMA may immediately suspend or terminate this Agreement, in whole or in part, for any of the following reasons:

1. An illegal or improper use of funds;
2. A failure to comply with any term of this Agreement;
3. A substantially incorrect or incomplete report submitted to IWMA;



4. Improperly performed services; or
5. Contractor breaches any requirements of the Program Guidelines.

In no event will any payment by IWMA constitute a waiver by Executive Director or their designee(s) of any breach of this Agreement or any default which may then exist on the part of Contractor, nor will such payment impair or prejudice any remedy available to Executive Director or their designee(s) with respect to the breach or default.

In the event that Contractor is required to make a repayment pursuant to any other provision of this Agreement, the repayment amount will be equal to the total amount specified in Paragraph 7 ("Compensation"), above (or the actual grant funding amount, if less), less an amount equal to the ratio of the number of months that the grant-funded equipment was operated since the Project Completion, to the specified Project Implementation term, in months (specified in Exhibit A), times the actual grant funding amount. This amount is also described in the following repayment equation:

$$\text{Grant Repayment Amount} = A - ((B / C) * A)$$

Where:

A = Actual grant funding amount

B = Number of months that the grant-funded equipment was operated since the Project Completion; and

C = Total number of months in the Project Implementation term.

In addition to immediate suspension or termination, Executive Director or their designee(s) may impose any other remedies available at law, in equity, or otherwise specified in this Agreement.

**B. Without Cause:** Either party may terminate this Agreement at any time after giving the other party at least thirty (30) days advance written notice of intention to terminate. Upon such termination, all the work, if any, produced by Contractor will be promptly delivered to IWMA. Additional terms and conditions may apply in the event of termination by Contractor, as identified in Paragraph 29.B ("Termination") of this Agreement.

## 11. MODIFICATION

Any matters of this Agreement may be modified from time to time by the written consent of all the parties without in any way affecting the remainder.

## 12. NON-ASSIGNMENT

Neither party will assign, transfer, or subcontract this Agreement, nor their rights or duties under this Agreement, without the prior express, written consent of the other party.

## 13. INDEMNIFICATION

Contractor agrees to indemnify, save, hold harmless, and at IWMA's request, defend IWMA, its boards, committees, representatives, officers, agents, and employees from and against any and all costs and expenses (including reasonable attorneys' fees and litigation costs), damages, liabilities, claims, and losses (whether in contract, tort, or strict liability, including, but not limited to, personal injury, death, and property damage) occurring or resulting to IWMA which arises from any negligent or wrongful acts or omissions of Contractor, its officers, agents, subcontractors, or employees in their performance of this Agreement.

## 14. INSURANCE

**A. Policy Types:** Without limiting IWMA's right to obtain indemnification from Contractor or any third parties, Contractor, at its sole expense, will maintain in full force and effect the following insurance policies throughout the term of this Agreement:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability, and broad-form property damage liability coverage. The combined single limit for bodily injury and property damage will be not less than \$2,000,000; and
2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented, and hired cars. The combined single limit for bodily injury and property damage will be not less than \$1,000,000; and
3. Statutory workers' compensation and employer's liability insurance as required by State law.

**B. Certificates and Endorsements:** Prior to the execution of this Agreement, Contractor will provide certifications of insurance on the foregoing policies, as required herein, to IWMA, stating that such insurance coverage has been obtained and is in full force. Contractor's liability and automobile insurance will endorse/name the IWMA, its officers, agents and employees, individually and collectively, as additional insured and/or loss payee, but only insofar as the equipment provided under this Agreement. Such coverage for additional insured will apply as primary insurance, and any other insurance maintained by IWMA, its officers, agents, and employees, will be excess only and not contributing with insurance provided under Contractor's policies herein. This insurance will not be canceled or changed without a minimum of thirty (30) days advance, written notice given to IWMA.

**C. Repercussions for Lack of Coverage:** In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, IWMA may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

## **15. AUDITS AND RECORD RETENTION**

**A. Audits:** Contractor agrees that Executive Director or their designated representative(s), will have an absolute right of access to all of the Contractor's records pertaining to the grant, and the right to interview any employees who might reasonably be believed to have information related to such records, to copy or conduct reviews and/or audits. Records include but are not limited to those documents belonging to the Contractor, its subcontractors, vendors, and any entity receiving benefit from the grant funds. These records will be made available to the designated auditor(s) within 5 days of request. If, after audit or review, the auditor determines that funds provided to Contractor pursuant to this Agreement were not spent in conformance with this Agreement, or any other applicable provisions of law, Contractor agrees to immediately reimburse to IWMA all funds determined to have been spent not in said conformance. Contractor may also be required to forfeit any unexpended portion of the grant funds.

**B. Record Retention:** Contractor will retain all records and data for activities performed under this Agreement for at least three (3) years from the expiration of the term of this Agreement or until completion of any action and resolution of all issues which may arise as a result of any litigation, claim, negotiation, or audit, whichever is later.

## 16. NOTICES

The persons and their addresses having authority to give and receive notices under this Agreement are as follows:

### CONTRACTOR

Oceano Community Services District  
Carey Casciola, Business & Accounting Manager  
1655 Front St  
Oceano, CA 93445  
[Carey@oceanocsd.org](mailto:Carey@oceanocsd.org)  
(805) 481-6730

### IWMA

San Luis Obispo County Integrated Waste  
Management Authority  
Barbara Aspernelson, M.B.A., Accountant  
870 Osos Street  
San Luis Obispo, CA 93401  
[baspernelson@iwma.com](mailto:baspernelson@iwma.com)  
(805) 782-8530

Any and all notices between IWMA and Contractor provided for or permitted under this Agreement or by law will be in writing and will be deemed duly served when personally delivered to one of the parties, or in lieu of such personal service, when deposited in the United States mail, postage prepaid, addressed to such party or via email.

Contractor will notify the IWMA in writing promptly, but in no event more than thirty days after the occurrence of any of the following changes:

- A. Change in the contact name, address, city or state shown above;
- B. Change in the form of the organization (such as from an individual to a corporation);
- C. Change in Contractor's Chief Executive Officer, Chief Financial Officer, or other responsible party;
- D. Sale or merger of Contractor's business;
- E. Governmental seizure of or levy upon the grant-funded equipment;
- F. Cessation of Contractor's business operations;

- G. A payment on any loan that is secured by the grant-funded equipment is more than 30 days past due;
- H. Contractor receives notice that the grant-funded equipment will be repossessed; or
- I. Bankruptcy of Contractor or any of its principals.

**17. POLITICAL ACTIVITY PROHIBITED**

None of the funds, materials, property, or services provided under this Agreement will be used for any political activity, or to further the election or defeat of any candidate for public office.

**18. LOBBYING PROHIBITED**

None of the funds provided under this Agreement will be used for publicity, lobbying, or propaganda purposes designed to support or defeat legislation before the Congress of the United States of America or the Legislature of the State of California.

**19. CONFLICT OF INTEREST**

No officer, employee, or agent of IWMA who exercises any function or responsibility for planning and carrying out the services provided under this Agreement will have any direct or indirect personal financial interest in this Agreement. Contractor will comply with all federal and state conflict of interest laws, statutes, and regulations, which will be applicable to all parties and beneficiaries under this Agreement and any officer, agent, or employee of IWMA.

**20. NONDISCRIMINATION**

During the term of this Grant Agreement, Contractor will not unlawfully discriminate against, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, religious creed, marital status, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), or allow denial of family-care, medical-care, or pregnancy-disability leave or reasonable accommodation. Contractor will ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and

harassment. Contractor will comply with the provisions of the Fair Employment and Housing Act (Gov. Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

**21. GOVERNING LAW**

This Agreement will be governed in all respects by the laws of the State of California. Venue for any action arising out of this Agreement will only be in San Luis Obispo County, California.

**22. BINDING ON SUCCESSORS**

This Agreement, including all covenants and conditions contained herein, will be binding upon and inure to the benefit of the parties, including their respective successors-in-interest, assigns, and legal representatives.

**23. TIME IS OF THE ESSENCE**

It is understood that for Contractor's performance under this Agreement, time is of the essence. The parties reasonably anticipate that Contractor will, to the reasonable satisfaction of IWMA, complete all activities provided herein within the time schedule outlined in the exhibit to this Agreement, provided that Contractor is not caused unreasonable delay in such performance.

**24. DATA OWNERSHIP**

Upon termination or expiration of this Agreement, all data which is received, collected, produced, or developed by Contractor under this Agreement will become the exclusive property of IWMA, provided however, Contractor will be allowed to retain a copy of any non-confidential data received, collected, produced, or developed by Contractor under this Agreement, subject to IWMA's exclusive ownership rights stated herein. Accordingly, Contractor will, if requested, surrender to IWMA all such data which is in its possession (including

its subcontractors or agents), without any reservation of right or title, not otherwise enumerated herein. IWMA will have the right at reasonable times during the term of this Agreement to inspect and reproduce any data received, collected, produced, or developed by Contractor under this Agreement. No reports, professional papers, information, inventions, improvements, discoveries, or data obtained, prepared, assembled, or developed by Contractor, pursuant to this Agreement, will be released or made available (except to IWMA) without prior, express written approval of IWMA while this Agreement is in force.

**25. NO THIRD-PARTY BENEFICIARIES**

Notwithstanding anything else stated to the contrary herein, it is understood that Contractor's services and activities under this Agreement are being rendered only for the benefit of IWMA, and no other person, firm, corporation, or entity will be deemed an intended third-party beneficiary of this Agreement.

**26. SEVERABILITY**

In the event that any one or more of the provisions contained in this Agreement will for any reason be held to be unenforceable in any respect by a court of competent jurisdiction, such holding will not affect any other provisions of this Agreement, and this Agreement will then be construed as if such unenforceable provisions are not a part hereof.

**27. TITLE TO EQUIPMENT**

Title to and risk of loss of equipment purchased with funds received through this Agreement will at all times vest in and with Contractor.

Contractor acknowledges that IWMA did not supply, design or manufacture the equipment or any of its components. This equipment is commercially manufactured and sold by a manufacturer to be determined by Contractor. IWMA specifically disclaims all warranties, express and implied, including the implied warranties of merchantability and fitness for the intended purpose, as to the purchased equipment, any test equipment or field tests. In no event will IWMA be liable to Contractor or any third party for any direct, indirect, consequential, special, incidental, or punitive damages for the design, manufacture, operation, maintenance, performance, or

demonstration of the purchased equipment under any theory, including but not limited to, tort, contract, breach of warranty, or strict liability.

## **28. SECURITY INTEREST**

For the duration of the term of this Agreement, Contractor grants to IWMA a first-priority security interest in the grant-funded equipment purchased pursuant to this Agreement, and in all improvements, parts and accessories belonging to the equipment, and all substitutions, replacements, products, proceeds (such as insurance proceeds) and all accessions related to the equipment, to secure performance of all existing and future obligations of Contractor under this Agreement.

## **29. SPECIAL CONDITIONS**

**A. Agreement Completion:** The entire proposed project must be completed within twenty-four (24) months of funding of the award.

**B. Termination:** Contractor may terminate its obligation to operate the grant-funded equipment for good cause provided that Contractor will reimburse the IWMA based on the repayment equation specified in Paragraph 10 ("Termination") of this Agreement. Notice of termination will be provided in writing and will be effective upon completion of the terms of this Paragraph. Such notice will terminate Contractor's obligation under Paragraphs 1 ("Project") and 2 ("Period of Performance / Timetable") of this Agreement.

### **C. Ownership Transfer or Damage to Grant-funded Equipment:**

**1. Transfer of Ownership:** If ownership of the grant-funded equipment is to be transferred by Contractor (for example, by sale or gift) during the term of this Agreement, Contractor will notify the IWMA of this fact in writing at least 15 days prior to listing or otherwise preparing for the transfer of the grant-funded equipment and begin working with the IWMA to promptly complete one of the following two available options:

**a.** Contractor will make compliance with this Agreement a written condition of the transfer and a new Agreement between the IWMA and the new owner must be executed as part of the transfer. Under this option, transfer of the grant-funded equipment can only occur within San Luis Obispo County. Copies of all forms



pertaining to the transfer of the grant-funded equipment will be provided to the IWMA within 30 days of the transfer and the forms will refer to the existence of this Agreement and the new Agreement in the space provided for Warranties / Appurtenances / Limitations / Exceptions.

**b.** If Contractor elects to transfer the grant-funded equipment before completion of the obligations of this Agreement and the new owner does not enter into an Agreement with the IWMA, or if the grant-funded equipment is transferred outside of San Luis Obispo County, Contractor will repay the IWMA based on the repayment equation specified in Paragraph 10 ("Termination") of this Agreement.

**2. Damage:** If the grant-funded equipment is unable to operate due to damage during the term of this Agreement, Contractor will notify the IWMA of this fact in writing within 15 days and begin working with the IWMA to promptly complete one of the two options listed below:

**a.** Contractor will have the damaged grant-funded equipment repaired by an agent that is authorized by the manufacturer to complete the repairs. Use of an unauthorized agent for the repair may constitute a breach of this Agreement, at the sole discretion of the Executive Director. Depending on the needed repair time, the IWMA will determine if an amendment to this Agreement is necessary to extend the term of this Agreement to account for the time that the grant-funded equipment is out of service. In the event that such an amendment would be necessary but is not possible within the constraints of the Program Guidelines or other applicable rules or regulations, this Agreement's performance requirements will be addressed by Contractor repaying the IWMA a portion of the grant amount based on the repayment equation specified in Paragraph 10 ("Termination") of this Agreement.

**b.** If Contractor elects not to have the damaged grant-funded equipment repaired, then Contractor will repay the IWMA based on the repayment equation specified in Paragraph 10 ("Termination") of this Agreement.

### **30. ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between Contractor and IWMA with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings,

advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement.

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

**CONTRACTOR**

Oceano Community Services District

**IWMA**

SAN LUIS OBISPO COUNTY  
INTEGRATED WASTE MANAGEMENT AUTHORITY

---

Will Clemens, General Manager

---

Brooks Stayer, Executive Director

Tax I. D. Number: TaxID

**Approved as to legal form:**

---

Jeffrey A. Minnery, IWMA Counsel

EXHIBIT A

STATEMENT OF GRANT OBLIGATIONS

Project Description



SAN LUIS OBISPO COUNTY  
INTEGRATED WASTE MANAGEMENT AUTHORITY  
Connecting the Community to Waste Solutions

TECHNICAL ASSISTANCE GRANT (TAG) APPLICATION

**Applicant Information**

<b>Organization:</b> Oceano Community Services District		
<b>Applicant Name</b>	<b>First:</b> Carey	<b>Last:</b> Casciola
<b>Applicant Physical Address</b>	<b>Street:</b> 1655 Front Street	
<b>City:</b> Oceano	<b>State:</b> CA	<b>Zip Code:</b> 93445
<b>Applicant Mailing Address</b>	<b>Street:</b> PO Box 599	
<b>City:</b> Oceano	<b>State:</b> CA	<b>Zip Code:</b> 93475-0599
<b>Primary Contact Name</b>	<b>First:</b> Carey	<b>Last:</b> Casciola
<b>Title</b>	Business & Accounting Manager	
<b>Work Phone:</b> (805) 481-6730	<b>Cell Phone:</b> (805) 459-6307	
<b>Email:</b> carey@oceanocsd.org	<b>Total TAG Funding Requested:</b>	

**Brief Project Description (1-3 sentences)**

<p>Installation of dual public trash/recycling receptacles and water refill stations throughout the community of Oceano. Currently the community only has access to public trash receptacles and a few standard drinking fountains.</p>
---

**Certification:**

I declare, under the penalty of perjury, that all information submitted for the San Luis Obispo County Integrated Waste Management Authority's (IWMAs) consideration for allocation of grant funds is true and accurate to the best of my knowledge and belief. *If applicant is not Officer/Principal, have form signed before returning to IWMA.*

<b>Company Officer or Principal Name</b>	<b>First:</b> Will	<b>Last:</b> Clemens
<b>Title:</b> General Manager	<b>Phone:</b> (805) 481-6730	
<b>Email:</b> will@oceanocsd.org		
<b>Signature</b>	[Redacted Signature]	



## TECHNICAL ASSISTANCE GRANT (TAG) APPLICATION QUESTIONS

Please provide the following information in the order requested. Additionally, limit your response to no more than (3) three pages.

<b>Applicant Name</b>	<b>First:</b> Carey	<b>Last:</b> Casciola
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1. Provide a description of the project including project goals.

The Oceano Community Services District's project goals are to install dual public trash/recycling receptacles and water refill stations throughout the community. Currently the community only has access to public trash receptacles and no public recycling options. The public drinking fountains throughout the community are the standard fountains that do not refill reusable bottles. The goal of the District is to reduce the amount of waste that would typically enter landfills by eliminating the need to purchase plastic water bottles and diverting recyclables that would normally be disposed in public trash receptacles.

2. Describe how the grant money will be used to purchase, lease, or rent equipment or pay for services/supplies needed to start and/or expand landfill diversion or source reduction efforts.

Grant funds will be used to purchase new receptacles that include both trash and recycling options (in place of our current trash only receptacles that are currently scattered throughout the community) and water refill stations that are for reusable water containers. Water refill stations encourages the public to utilize reusable water containers when enjoying our community and helps reduce the plastic burden on landfills.



<b>Applicant Name</b>	<b>First:</b> Carey	<b>Last:</b> Casciola
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3. Provide an itemized projected budget (revenues and costs) for the next (3) three years. Included the project's proposed in-kind contribution. In-kind contributions can be any services or equipment being provided by the applicant such as time, matching funding, etc.

See attachment "A" - Budget.

4. Describe how your program will reduce waste, divert waste, and/or conserve landfill space. Also, describe how you will track/measure project milestones in order to meet intended goals.

By adding recycling bins to our community, which currently has no public recycling options, we will divert recyclable items from entering our landfill. We will collaborate with South County Sanitary Inc (SCS Inc) via our existing franchise agreement to empty the recycling bins and ensure all materials are properly recycled. We can track recyclables diverted from the landfill by working with SCS Inc to estimate the recyclables collected by the new public bins. This is done with the waste characterization that is tracked by SCS Inc., please see Attachment "B" - Municipal Recycling Containers.

By installing water refill stations we will gain traction on reducing the sales and use of plastic water bottles, plastic and paper cups and other water containers that might end up in the trash and then landfill. It is our goal to purchase water refill stations that have a feature that counts bottles saved through use of the refill station.

<b>Applicant Name</b>	<b>First:</b> Carey	<b>Last:</b> Casciola
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5. How does this project provide new or expanded landfill diversion and/or source reduction opportunities for San Luis Obispo County?

Oceano currently does not have a public recycling system in place or offers solutions on reducing plastic bottle waste. This will be a new project for Oceano, an unincorporated part of San Luis Obispo County which has approximately 7,500 year round residents and also receives many visitors each month to the beach and local establishments. By placing recycling bins throughout our community, especially on the heavily traveled Pier Avenue we hope to encourage residents and guests of the Oceano Dunes to recycle as much as possible. With adding water refill stations we hope to share our united vision of reducing plastic waste and making it convenient for people to access clean and safe water while enjoying our community. Both options will divert recyclables from ending up in the landfill.

6. What resources and expertise do you have to complete this project?

We have worked with the IWMA, Habitat for Humanity, One Cool Earth and South County Sanitary Inc for expertise and guidance with selecting options that will best suit Oceano residents and visitors. We have looked at various options in the past to improve Oceano and that research has laid the foundation for much of the structure we hope to implement to reduce waste.

**Note: In addition to responding to the above (6) six items, applicants may provide up to (10) ten pages of supplemental information such as brochures, equipment flyers, etc. Print application and submit the complete packet by US Postal Service. Applications must be date stamped by the application deadline.**





**Oceano Community Services District  
IWMA - Technical Assistance Grant 3 Year Budget**

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
<b><u>Revenues</u></b>			
IWMA TAG Grant	\$10,000	\$0	\$0
OCSD In- Kind Match	\$10,000	\$0	\$0
Total Revenues	\$20,000	\$0	\$0
<b><u>Expenditures</u></b>			
Trash & Recycling Receptacles (5)	\$7,500	\$0	\$0
Installation - OCSD Staff Labor *	\$2,775	\$550	\$550
Installation - OCSD Backhoe/ Truck **	\$1,500	\$0	\$0
Receptacle Maintenance/ Damages	\$205	\$1,000	\$1,000
Water Refill Stations (2)	\$1,700	\$0	\$0
Installation - Labor - Contractor	\$5,920	\$0	\$0
Filters ***	\$400	\$400	\$400
Total Expenditures	(\$20,000)	(\$1,950)	(\$1,950)

- \* Based on 3 field staff at 3 hours per bin
- \*\* Based on 3 hours per bin
- \*\*\* Based on 2 filters per station a year

Attachment "A" - Budget

## Municipal Recycling Containers

When looking at recycling in municipal recycling containers we need to understand the make up of the waste stream. Using a waste characterization from the City of San Luis Obispo we can assume that 20% of the waste stream is recoverable CRV containers. Assuming 16 pounds per 33-gallon municipal can, we can estimate that we can recover 35 container per can per collection. Over the course of a year if we recovered the recycling from 5 cans being picked up 3 times a week, we could recover over 27,000 CRV beverage containers.

Pounds per container		% Recycling		Pounds of Recyclables
16		20%		3.2

Commodity	Container per Pound		Percent by volume		Pounds	Number of containers
Glass	1.95		60%		1.92	4
Aluminum	29.4		8%		0.256	8
Plastic	22.8		32%		1.024	23

Attachment "B" - Municipal Recycling Containers.



## Elkay LZWSSM EZH2O Bottle Filling Station



The Elkay EZH2O Bottle Filling Station delivers a clean quick water bottle fill and enhances sustainability by minimizing our dependency on disposable plastic bottles.

Touchless, sensor-activated design.

The 3,000-gallon filter is certified to NSF 42 and 53 for lead, Class 1 particulate, chlorine, taste and odor reduction.

Green Ticker informs user of number of 20 oz. plastic water bottles saved from waste.

Stainless Steel.

Antimicrobial.

Energy Savings Rated.

## Kettle Creek CF 5032 DR (Trash & Recycle Bin)



Fabricated of recycled plastic lumber and cast-aluminum.

55-gallon capacity with the option of two-in-one collection.

Powder-coated top and bottom rings.

Manufactured in the USA, by a woman-owned business, with more than 30 years' experience.

Attachment "C" - Product Information

Project Expenses

Contractor is responsible to pay for all project expenses, including payment in full for the grant-funded equipment, and all future repair, maintenance and operation costs for the grant-funded equipment. The grant award will be paid to Contractor per the terms of this Agreement. Contractor is relying solely on Contractor’s own investigation and decision for the selection of the grant-funded equipment and parts, and their installation.

Matching Funds

The applicant must provide at least a matching in-kind contribution. The funding award for this project will not exceed \$10,000. Costs incurred in excess of \$10,000, or the actual award amount, if less, will be borne by Contractor and will constitute their matching and/or in-kind contribution for the project.

Eligible Expenses

The eligible expenses include:

- The purchase, lease, rental, and/or installation price of the grant-funded equipment
- Sales tax
- Reasonable delivery charges
- Minimum attachments normally sold with the original equipment, as determined by the IWMA

The eligible expenses **do not** include:

- Payment for any activities before contract execution.
- Payment of legal fees, loans or bank fees, fines or penalties.
- Payment of existing debt or pre-existing tax liens or obligations.
- Subsidizing existing contracts.
- Funding for staff (full or part-time) in excess of 50%.
- Payment of organizational overhead exceeding 15% of project budget.

**STATEMENT OF WORK AND PROJECT TIMELINE**

Grant Milestones	Dates	Time
Release Grant	24-Jul-20	5:00 PM
Pre-Application Virtual Meeting Question / Answer (REQUIRED)	25-Aug-20	9:30 AM
Application Deadline	8-Sep-20	5:00 PM
Executive Committee Review Applications	2-Nov-20	12:00 PM
Board Approve Selections	19-Nov-20	1:30 PM
First Quarter Report Due Year (1) One	15-Jun-21	5:00 PM
Second Quarter Report Due Year (1) One	15-Sep-21	5:00 PM
Third Quarter Report Due Year (1) One	15-Dec-21	5:00 PM
Fourth Quarter Report Due Year (1) <u>One</u>	15-Mar-22	5:00 PM
First Quarter Report Due Year (2) Two	15-Jun-22	5:00 PM
Second Quarter Report Due Year (2) Two	15-Sep-22	5:00 PM
Third Quarter Report Due Year (2) Two	15-Dec-22	5:00 PM
Fourth Quarter Report Due Year (2) Two	15-Mar-23	5:00 PM

Dates have been updated

Project Completion: Tasks 1 to 3 below should be completed as rapidly as possible but must be completed before the end of the contract.

Task 1: Agreement and Insurance Documentation: Contractor will submit insurance documents (see Paragraph 13 ("Insurance") of this Agreement), any documents required per Paragraph 3 ("Contractor Requirements"), and signed Agreement to the IWMA. Contractor will not commence the project or purchase or put money down on the grant-funded equipment until they have received their copy of the executed Agreement from the IWMA.

Task 2: Grant Award Payment: Within fifteen (15) days of receipt of the documentation outlined in Task 1, the IWMA will process payment of the grant award. Payment will be made to Contractor, who will be responsible for any outstanding debt owed on the grant-funded equipment.

Task 3: Purchase, Delivery and Post-Inspection of Grant-Funded Equipment: After Contractor receives their copy of the fully executed Grant Agreement and Grant Award Payment, Contractor will order, purchase, and arrange for the delivery and/or installation of the grant-funded equipment described above.

- A. Contractor must ensure that the installation of the grant-funded equipment is performed in a manner consistent with the manufacturer's specifications and such that it does not void the warranty(ies) provided by the manufacturer of the grant-funded equipment, nor any remaining warranty(ies) provided by the manufacturer of the base equipment into which grant-funded equipment is installed.
- B. The date of installation of equipment shall be reported on the quarterly report the equipment was received and installed.

Task 4: Quarterly Invoice Reporting: Quarterly, through the term of this Agreement or any amendments to it, according to the Quarterly Invoice Reporting Chart below, Contractor will provide the IWMA with invoices for any grant funds expended. The purpose of this reporting is to provide the IWMA with feedback as to Contractor's grant project status and to provide a record of the grant funds expended.

**Repercussions for Non-compliance:** Failure by Contractor to provide Quarterly Invoice Reporting will constitute a breach of this Agreement, and may result in any or all of the following actions:

- **Compliance Audit:** IWMA or their designee(s) may, at their discretion and at Contractor's expense, conduct a compliance audit of the grant funds and grant-funded equipment. Contractor agrees to pay the then-current IWMA billing rates for the inspector's time and mileage for any compliance audits so conducted.
- **Agreement Termination:** IWMA or their designee(s) may suspend or terminate this Agreement (per Paragraph 10 ("Termination") of this Agreement) and demand that Contractor immediately repay the grant funds based on the repayment equation specified in Paragraph 10 ("Termination") of this Agreement.
- **No Payments to Non-compliant Contractors:** IWMA will not make grant award payments for this or any other grant project to a Contractor who is in breach of a grant Agreement. Repeated grant Agreement breaches may jeopardize Contractor's eligibility for future grant funding.

- **In addition** to the above options, IWMA or their designee(s) may impose any other remedies available at law, in equity, or otherwise specified in this Agreement.

Task 5: Annual Insurance Certificates: Annually, through the term of this Agreement or its amendments, after the grant-funded equipment is in operation, Contractor will send the IWMA updated insurance certificates that list the IWMA as additionally insured with respect to the policies listed in Paragraph 13 ("Insurance") of this Agreement.

Term of Agreement

For the purposes of this Agreement, the term of this Agreement is comprised of two timeframes: "Project Completion" and "Project Implementation".

- A. **Project Completion** is defined herein to be twenty-four (24) months from the date of execution of this Agreement or the date that Contractor informs IWMA of the end of their provision of grant-funded services or the end of their utilization of grant-funded equipment, whichever is earlier.
- B. **Project Implementation** is defined herein to be 14 days from completion of Task 1.





## 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:** February 10, 2021

**To:** Board of Directors

**From:** Will Clemens, General Manager

**Subject: Agenda Item #8(A):** Introduction of an Ordinance Repealing and Restating District Code 15.10 Sale of Fireworks

### Recommendation

It is recommended that your Board:

1. Introduce the attached Ordinance which repeals and replaces District Code 15.10, waive the reading, and set a Public Hearing on February 24, 2021 to consider adopting the Ordinance; and
2. Authorize the President to sign the attached letter to the County of San Luis Obispo

### Discussion

District Code 15.10, which was originally adopted in 1991, governs the sale of safe and sane fireworks within the District. Annually, the District accepts and approves applications for organizations to operate "Safe and Sane" fireworks stands. Adopted procedures provide four permits each year. In 2020, the following organizations obtained approval from the District:

- The Anchor of Faith Apostolic Church
- The Church of God of Prophecy
- The Five Cities Aerie No. 4153 F.O.E.
- Open Door Pre-School

The Cities of Grover Beach and Arroyo Grande also allow for the sale of "Safe and Sane" fireworks. The most significant difference between the Cities' regulations and the District, is the public discharge period. The Cities' limit the discharge period to one or two days per year. The District currently has no limitation as to when fireworks may be discharged.

Direction was given at the January 13, 2021 Board meeting to revise the District Code to mirror more closely that of the City of Grover Beach. The proposed Ordinance implements that



## Oceano Community Services District

Board of Directors Meeting

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direction and establishes a discharge period of 10 am through 10 pm on July 4<sup>th</sup> only. This will provide consistency across municipal boundaries and will simplify the efforts of the Fire Chief of Five Cities Fire Authority (FCFA). Adopting a public discharge period will also assist the County Sheriff with enforcement efforts.

Direction was also given to draft a letter to the County (attached) which encourages the County to add a Social Host Liability for Fireworks section to the County Code like what has been adopted in Kern County.

### **Other Agency Involvement**

The FCFA Fire Chief is responsible for the safety of the stands. The County Sheriff is responsible for enforcement relating to illegal discharge of fireworks in Oceano.

### **Other Financial Considerations**

Each applicant will be charged an administrative/application fee of \$400 and a refundable clean-up fee of \$500. Each applicant must also provide a general liability and property damage insurance policy.

### **Results**

The sale of Safe and Sane fireworks in accordance with established regulations helps to ensure a safe and well governed community.

### **Attachments:**

- Ordinance
- Letter to County of San Luis Obispo

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE OCEANO COMMUNITY SERVICES DISTRICT REPEALING AND REPLACING DISTRICT CODE 15.10 SALE OF FIREWORKS

BE IT RESOLVED, DETERMINED AND ORDERED, by the Board of Directors of the District as follows:

**SECTION 1**

15.10 – SALE OF FIREWORKS REPEALED AND REPLACED AS FOLLOWS:

15.10.010 Permit Required for Sale; Fee.

It is unlawful for any person to sell any "safe and sane" fireworks, as defined in Section 12529 and Section 12562 of the Health and Safety Code without first having applied for and received a permit therefor. The fee for a permit to sell such fireworks will be initially set at \$400 and amended from time to time. No part of the fee shall be refunded upon revocation of the permit. In addition, a \$500 refundable cleaning deposit must be submitted with the permit fee and will be refunded upon removal of the fireworks stand and associated debris to the satisfaction of the District.

15.10.020 Application for Permit.

Applications for a permit under this chapter shall be made to the General Manager or General Manager's designee and shall:

- (A) Be made in writing on a form supplied by the District and accompanied by a tender of the permit fee and cleaning deposit.
- (B) Be made after the second Tuesday in April of each year and before the last business day of May.
- (C) Describe by street address the proposed location of the fireworks stand for which the permit is requested.
- (D) Be accompanied by a general liability insurance policy of at least \$ 1,000,000, with the premium pre-paid, for a term not less than the term of the permit, naming the District, its officers, agents, and employees as additional named insured, and covering liability for monetary damages resulting from bodily injury, property damage or personal injury, including false arrest, libel, wrongful entry, discrimination, and assault.
- (E) Be accompanied by the organization's certified statement of non-profit status.
- (F) Be accompanied by an assurance in writing that the applicant, if permitted, will neither sell nor purvey, nor suffer or permit any person to sell or purvey at the permittee's fireworks stand any "dangerous fireworks" as defined in section 12505 of the Health and Safety Code.



(G) Be accompanied by a signed written approval of property owner that the fireworks stand shall be allowed on the property owner's property and include a business telephone number at which the property owner may be reached.

(H) Include a designation of all non-profit associations or corporations to which the applicant intends to distribute the net proceeds of its fireworks sales and the communities (i.e., Oceano, Halcyon, Grover Beach, Arroyo Grande, etc.) and residents of those communities (i.e., youth, seniors, residents at large, visitors, businesses, etc.) that will benefit from the non-profit association or corporation through the net proceeds of its fireworks sales with at least 50% of the net proceeds distributed within Oceano/Halcyon.

(I) State the person and such person's daytime telephone number which the General Manager or General Manager's designee shall notify regarding the granting or denial of the permit.

#### 15.10.030 Operation of Stand.

(A) No person other than the permittee shall operate the stand for which the permit is issued or share or otherwise participate in the profits of the operation of such stand unless otherwise approved by permit.

(B) No person other than the individuals who are members or volunteers on behalf of a permittee's organization shall participate in the operation of the fireworks stand.

(C) No person shall be paid or given any consideration for participating in the operation of a fireworks stand, except as a night watchman.

(D) Fireworks may only be sold at the stand location set forth in the permit.

(E) It is unlawful for any person to sell or otherwise distribute fireworks without complying with each of the following provisions:

(1) Fireworks stands need not comply with the provisions of the California Building Code provided that all stands are erected under the supervision of the Fire Chief (or his designee) who shall require that stands be constructed in a manner which will reasonably assure the safety of attendants and patrons.

(2) If in the judgment of the Fire Chief (or designee), the construction or the location of a stand, or the conduct of operations therein do not conform with the provisions of this Chapter, the Fire Chief (or designee) may order the stand immediately closed until such time as the stand does conform with the provisions of this Chapter.

(3) If the permittee has materially falsified any statement in the application or has failed to perform any agreement, assurance, or representation made in connection with the application, the Fire Chief (or designee) shall revoke the permit and order the stand immediately closed and neither the permittee nor any successor to the permittee shall be permitted under this Chapter during the next following year. Such decision shall be immediately appealable in writing to the General Manager who shall conduct an informal hearing at the earliest opportunity.

(4) The front of all stands shall be completely enclosed from the counter to the roof with hardware wire cloth, the openings of which do not exceed one-fourth inch in size except for openings to permit delivery of merchandise to customers, which openings for delivery are not larger than twelve inches by eighteen inches in size and the location of which are approved by the Fire Chief (or designee).

(5) No person shall be allowed in the interior of the stand except those directly

participating in its operation.

(6) No person under the age of eighteen years shall be allowed to sell fireworks, work in any way, unload fireworks supplies, or otherwise be in the stand or involved in its operation.

(7) All merchandise shall be stored or displayed at a safe distance from the front and side walls of the stand in accordance with the direction of the Fire Chief (or designee).

(8) No stand shall be constructed which has a depth of more than twelve feet.

(9) Each stand more than twenty feet in length must have at least two exits; and each stand more than thirty feet in length must have at least three exits spaced approximately equally along the length of the stand; provided, that in no case shall the distance between exits exceed twenty feet.

(10) Exit doors must swing in the direction of egress.

(11) Exits shall be arranged so that there will be egress available in at least two directions from any place within the stand, which exits shall be approximately diametrically opposed.

(12) The stand must be equipped with at least one fire extinguisher and one five-gallon pail of water at each exit. The fire extinguisher must be approved as to efficiency, adequacy, and safety by the Fire Chief (or designee).

(13) No stand shall be located closer than 100 feet from any other stand.

(14) No stand shall be located closer than ten feet from a property line, nor closer than thirty feet from any building, nor closer than ten feet from any structure other than a building.

(15) All weeds and combustible materials shall be cleared for 50 feet surrounding the stand.

(16) No food, beverage, or merchandise other than fireworks may be sold in or within thirty feet surrounding the stand. The sale of fireworks shall not begin before noon on the twenty-eighth of June and shall cease at noon on the fifth day of July. Sales during this time period shall be limited to 9:00 a.m. to 11:00 p.m. each day. Any permittee failing to observe these hours designated for sale may have their permit revoked or be ineligible for a permit in subsequent years.

(17) All unsold fireworks stock and associated litter from the stand shall be removed from the stand location by noon on the seventh of July.

(18) The stand shall be removed from its temporary location by noon on the seventh day of July.

(19) The permittee shall also comply with all applicable State laws pertaining to the sale of fireworks and operation of the stand.

#### 15.10.040 Number of Permits.

No association may receive more than one permit for fireworks sales during any one calendar year. No association shall operate more than one fireworks stand under permit during any one calendar year. No more than four permits shall be issued by the District in any calendar year. Permit holders from the preceding year shall have the right of first refusal for one (1) permit. Remaining permits shall be issued per Section 15.10.050.

15.10.050 Prerequisites to Issuance of Permit; Selection of Permittee's; and Approval of Locations.

(A) No permit shall be issued except to an applicant who is a non-profit association or corporation organized primarily for veteran, patriotic, welfare, district betterment, religious or charitable purposes, having on file with the District proof of non-profit status from either the IRS, California Secretary of State, or the State Attorney General; and having its principal and permanent meeting place within District boundaries; and having been organized and established in the District for a minimum of three years continuously preceding the filing of the application for the permit; and having three years continuously preceding the filing of the application for the permit, a track record of providing programs and/or services to residents of the District.

(B) If on the closing date for filing applications for permits there are more applications than the number of permits allowed, the permittees shall be selected by a drawing conducted by the General Manager or General Manager's designee.

(C) Prior to the installation of any stand for which a permit has been obtained, the General Manager or General Manager's designee shall first submit the proposed location of each stand to the Fire Chief who has the authority to disapprove the location if in the Chief's opinion the location would pose a fire hazard.

15.10.060 Public Discharge Period.

Discharge of "safe and sane fireworks" shall only occur from 10:00 a.m. to 10:00 p.m. on the fourth of July. No person under eighteen (18) years of age may possess or discharge "safe and sane fireworks" except when under the direct supervision of a person twenty-one (21) years of age or older.

**SECTION 2**

This Ordinance shall take effect and be in force thirty (30) days from the date of its passage, and before the expiration of fifteen (15) days after its passage, it shall be posted in three public places with the names of the members of the Board of Directors voting for and against the same and shall remain posted thereafter for at least one week.

**INTRODUCED** at a regular meeting of the Board of Directors held on the 10<sup>th</sup> day of February, 2021, and **PASSED, APPROVED and ADOPTED** by the Board of Directors of the Oceano Community Services District, this \_\_\_\_ day of \_\_\_\_\_, 2021, by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAINING:

The foregoing ordinance is hereby adopted:

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

ATTEST:

\_\_\_\_\_  
Secretary of the Board of Directors

BY: \_\_\_\_

\_\_\_\_\_  
Board Secretary

[SEAL]

APPROVED AS TO FORM AND LEGAL EFFECT:

Jeffrey Minnery District  
Legal Counsel

By:

\_\_\_\_\_

District Legal Counsel

Dated: February 10, 2021



## 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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February 10, 2021

Wade Horton, County Administrative Officer

County of San Luis Obispo

1055 Monterey St. Ste. 430

San Luis Obispo, CA 93408

### **RE: Illegal Fireworks**

Dear Mr. Horton

As you are aware, the topic of illegal fireworks is of great concern to many residents in the county. Our District has received the same petition as the county from our mutual constituents calling for more enforcement related to the use of illegal fireworks. In Oceano, enforcement related to illegal fireworks falls under the jurisdiction of the Sheriff's Office.

The Sheriff's Office has indicated that many factors make enforcement of current laws related to illegal fireworks difficult. One factor is that our District currently allows the use of "safe and sane" fireworks year-round and this makes it difficult to determine if fireworks are legal or illegal when discharged in Oceano. Our District is currently working to remedy that situation by introducing an Ordinance that would limit the discharge period for "safe and sane" fireworks to July 4<sup>th</sup> only. This will bring our District more into line with Ordinances in the neighboring Cities and should make the identification of illegal fireworks easier for the Sheriff.

In addition, our Board strongly encourages the county to consider adding a Social Host Liability for Fireworks Section to the County Code. We understand that this has worked well in providing another enforcement tool in Kern County and we have attached the Section of their Code for your reference. We thank you for cooperating as our partner in addressing the issue of illegal fireworks in our community.

Sincerely,

LINDA AUSTIN

President

Attachment: Kern County Code 17.32.027

cc: Lynn Compton, District 4 Supervisor

Ian Parkinson, Sheriff

## 17.32.027 - Section 110.4.2 added—Social Host Liability—Fireworks.

Section 110.4.2 is added to Chapter 1 DIVISION II ADMINISTRATION of the Kern County Fire Code is amended to read as follows:

A. Findings, Intent and Purpose.

1. Findings. The Board of Supervisors, pursuant to the police powers delegated to it by the California Constitution, has the authority to enact laws which promote the public health, safety and general welfare of its residents. The illegal possession, manufacture, storage, sale, handling and use of fireworks, as described in Section 17.32.092 of this code, on private property is harmful to and creates a threat to public health, safety, quiet enjoyment of residential property and the general welfare. While the discharge of illegal fireworks can be tied to a particular residence or property, it is often difficult to tell who at the residence or property discharged the illegal firework(s). The owner or tenant of the premises is often in the best position to control, and knows or should know of the possession, manufacture, storage, sale, handling and use of illegal fireworks on his/her residence or commercial premises. The Board of Supervisors finds that in too many cases, persons having possession or control of private property where the illegal possession, manufacture, storage, sale, handling and use of fireworks occurs, have failed to ensure that illegal fireworks are not possessed, manufactured, stored, sold, handled or used on their property. Furthermore, problems associated with the illegal possession, manufacture, storage, sale, handling and use of fireworks are difficult to prevent and deter unless the fire chief, sheriff, or other designated official of the county of Kern has the legal authority to cite the owner or tenant of the premises where illegal fireworks are possessed, manufactured, stored, sold, handled or used.

2. Intent. The intent of this section is to protect the public health, safety, quiet enjoyment of residential property, and general welfare, rather than to punish. An ordinance that imposes liability on property owners or tenants for allowing the possession, manufacture, storage, sale, handling or use of illegal fireworks on their property is necessary to deter and prevent such possession, manufacture, storage, sale, handling or use and to deter persons who actively and passively aid, allow, or tolerate such activities on their property.

3. Purposes. The purposes of this section are to protect the public health, safety and general welfare, to deter the possession, manufacture, storage, sale, handling or use of illegal fireworks, and to reduce the costs of providing police, fire, and other emergency response services to areas where illegal fireworks are being possessed, manufactured, stored, sold, handled or used. These purposes are implemented by the imposition of a civil money penalty against social hosts (landowners or tenants) who actively or passively aid, allow or tolerate the possession, manufacture, storage, sale, handling or use of illegal fireworks on their property.

4. Declaration. For these reasons, the Board of Supervisors declares that the possession, manufacture, storage, sale, handling or use of illegal fireworks is a threat to the peace, health, safety and general welfare of the public. Such actions constitute a public nuisance as they affect at the same time the entire community of Kern County as well as the neighborhoods in which they occur. The nuisance created thereby presents an immediate threat to the public health and safety, warranting summary abatement by the fire chief, sheriff or other designated county official under Government Code Section 25845, subdivision (a).

B. Definitions. For the purposes of this section, the following terms shall have the following meanings:

1. "Responsible person" means a person or persons with a right of possession of the residence or other private property at which illegal fireworks are possessed, manufactured, stored, handled or used, including but not limited to:

a. Any owner of the residence or other private property, meaning the record owner of the title to property as of the time of the possession, manufacture, storage, sale, handling or use of illegal fireworks, wherever that person or entity resides at that time;

b. A tenant or lessee of the residence or other private property at the time when illegal fireworks are possessed, manufactured, stored, handled or used;

c. The person(s) in charge of the residence or other private property at the time when illegal fireworks are possessed, manufactured, stored, sold, handled or used;

d. The person(s) who organizes, supervises, officiates, conducts or controls the gathering or any other person(s) accepting responsibility for such a gathering where illegal fireworks are possessed, manufactured, stored, sold, handled or used.

A responsible person need not be present at the time illegal fireworks are possessed, manufactured, stored, sold, handled or used in order for the county to impose civil money penalties upon such responsible person. Prior knowledge of the possession, use, manufacture, storage, sale, handling or use of illegal fireworks is not prerequisite to a finding that any specific individual is a responsible person as defined by this section.

2. "Residence" or "other private property" means a home, yard, apartment, condominium, hotel or motel room, or other dwelling unit, or a hall, meeting room, office, land or building, whether occupied on a temporary or permanent basis, whether occupied as a dwelling, business, or location for parties or other social functions, and whether owned, leased, rented, or used with or without compensation.

C. Responsibility for Proper Property Management. Every owner, occupant, lessee, tenant or holder of any possessory interest of a residence or other private property within the county of Kern is required to maintain, manage and supervise the property and all persons thereon in a manner so as not to violate the provision of this section. The owner of the property may remain liable for such violations regardless of any contract or agreement with any third party regarding the property.

D. Penalties for Violation.

1. It is a civil violation of this section, and a public nuisance constituting an immediate threat to public health and safety warranting summary abatement, for any responsible person to conduct or allow illegal possession, manufacture, storage, sale, handling and use of fireworks on his/her residential or other private property. Such a violation subjects any and all responsible persons to the civil money penalties specified in Section 17.32.026, Paragraph B of this code.

2. In the event that a juvenile hosts a gathering at a residence or other private property at which illegal possession, manufacture, storage, sale, handling and use of fireworks occurs, then the parents or guardians of that juvenile will be jointly and severally liable for any penalties incurred pursuant to this section.

3. In the event that a juvenile is found to be a responsible person as defined by this section, the juvenile may elect to serve in a community service program as specified in Section 17.32.026 of this code.

4. The parents or guardians of a juvenile found to be a responsible person as defined by this section, may also elect to have that juvenile serve in a community service program as specified in Section 17.32.026 of this code.

(Ord. No. G-8866, § 12, 11-5-19)