



# Oceano Community Services District

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

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

**Date:** May 23, 2018

**To:** Board of Directors

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

**Subject:** Agenda Item #8(A): Recommendation to Approve Cash Disbursements - REVISED

## Recommendation

It is recommended that your Board approve the attached cash disbursements.

## Discussion

The following is a summary of the attached cash disbursements:

Description	Check Sequence	Amounts
	56978 - 56996	
<b>Disbursements Requiring Board Approval prior to Payment:</b>		
Regular Payable Register – paid 05/23/2018	56980 - 56995	\$128,865.92
Added Warrants – paid 05/23/2018	56996	\$951.38
	<b>Revised Subtotal:</b>	<b>\$129,817.30</b>
<b>Reoccurring Payments for Board Review (authorized by Resolution 2016-07):</b>		
Payroll Disbursements – pay period ending 05/12/2018	N/A	\$29,528.01
Reoccurring Utility Disbursements – paid 05/09/2018	56970 - 56977	\$2,691.60
Reoccurring Health/Benefits – paid 05/09/2018	56978 - 56979	\$201.03
	<b>Subtotal:</b>	<b>\$32,420.64</b>
	<b>Revised Grand Total:</b>	<b>\$162,237.94</b>

**\*Note:** Attached to this payable register is a *Travel & Training Authorization Request* totaling \$2,955.11 for two administrative employees to attend the CSDA 2018 Board Secretary/Clerk Conference in October 2018.

**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.

Added Warrants

	Vendor	G/L Account	Account Name	Distribution
1	Rabobank Visa Card	Various	Office Expense	\$ 156.45
			Permits, Fees & Licenses	\$ 35.00
			Classes/Seminars/Training	\$ 40.00
			Classes/Seminars/Training	\$ 250.00
			Classes/Seminars/Training	\$ 470.00
			Bank Fees	\$ (0.07)
				<b>\$ 951.38</b>

<b>Total Warrants Added for 05/23/2018</b>	<b>\$ 951.38</b>
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CHECK RECONCILIATION REGISTER

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

CHECK: 1-1001-000 5/23/2018 CHECK 056996 RABOBANK VISA CARD 951.38CR OUTSTND A 0/00/0000

TOTALS FOR ACCOUNT 1-1001-0  
 CHECK TOTAL: 951.38CR  
 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: 951.38CR  
 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



## Training & Travel Authorization Request

Director/Employee	Position	Training	Travel	Total
Celia Ruiz	Account Admin III	16	15	31
Nicole Miller	Account Admin III	16	15	31

Destination	No. of Days	Account No.	Amount
South Tahoe, CA	4		\$ -

**PURPOSE**

CSDA Board Secretary/Clerk Conference 10/22-10/24/2018
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**COST SUMMARY**

Description	Vendor	Payment Method	Amount	Amount
CSDA Conference (2 people)	CSDA	OCSD Visa	\$ 1,150.00	\$ -
	CSDA	Awarded Scholarship (paid after course completion)	\$ -	\$ (575.00)
Hotel (2 rooms/3nights) @ \$129/nt	Lake Tahoe Resort & Hotel	OCSD Visa	\$ 1,047.84	\$ -
M&IE (Food allowance 2 people)	See GSA FY 2018 Per Diem Rates	OCSD Petty Cash	\$ 448.00	
Enterprise Rental Car	Enterprise	OCSD Visa	\$ 162.39	
Mileage @ GSA rate of 0.18	Total Miles: 816	OCSD Petty Cash	\$ 146.88	\$ -
<b>TOTAL</b>			<b>\$ 2,955.11</b>	<b>\$ (575.00)</b>

<b>Total after scholarship</b>	<b>\$ 2,380.11</b>
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**Travel Dates**

Departure	Return	Approved Reg Hours	Approved OT Hours
22-Oct-18	24-Oct-18		

**APPROVALS**

Employee	Date
Supervisor	Date
<i>Celia Ruiz</i>	5/23/18
General Manager	Date
<i>Barbara</i>	5/23/18



**California Special  
Districts Association**  
*Districts Stronger Together*

CSDA Main Site    Bookstore    Events

## 2018 Board Secretary/Clerk Conference

Earn Your Certificate OR Take Advanced Track  
Sessions for Returning Attendees!

New sessions and speakers added each year!

Whether you are a new or an experienced board secretary/clerk, continuing education is essential to keeping current on the many aspects of your job. In an effort to expand educational opportunities for this important position in special districts and to provide an opportunity to recognize individuals who invest the time in becoming trained in the various components of the job, CSDA created this certificate program.

The Board Secretary/Clerk Certificate has become the gold standard for special district board secretaries and clerks throughout California. We invite you to participate as a first-time attendee to earn your certificate and come back year after year to advance your knowledge of special districts through new and exciting breakout sessions tailored for you.

Agenda Item 8(A)

## Sign In

Username

Password

Keep me signed in

Sign In

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[Forgot password?](#)

[Create a new account](#)



Handout

\$525 Early Registration / \$575 Regular Registration

SDRMA member

\$575 Early Registration / \$625 Regular Registration

CSDA member

\$865 Early Registration / \$940 Regular Registration

Non-member

Early bird registration rate is available through Friday,  
September 21, 2018

### HOTEL ROOM RESERVATIONS

The CSDA room rate at the Lake Tahoe Resort Hotel

begins at \$129 plus tax, single or double occupancy

and includes the resort fee. Reservations can be

made on line at [www.tahoeresorthotel.com](http://www.tahoeresorthotel.com) using the

group code CSDA or by calling the hotel directly at

530-544-5400.

[Click here](#) for exhibitor information.

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#### When

10/22/2018 - 10/24/2018

#### Where

Lake Tahoe Resort Hotel

4130 Lake Tahoe Blvd

South Lake Tahoe 96150

## Program Options

Monday, 22 October 2018



**From:** Bethh  
**To:** [celia@oceanocsd.org](mailto:celia@oceanocsd.org); "Nicole Miller"  
**Subject:** Good News!  
**Date:** Friday, May 18, 2018 2:33:55 PM  
**Importance:** High

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Hello Celia and Nicole,

The SDLF Sub-Committee is pleased to award you both with the 2018 Education Allowance Scholarship for \$575.00 to attend the 2018 Board Secretary/Clerk Conference. To register, [click here](#). Please **make sure you register for the conference and your hotel right away**, if you have not already done so. After we have confirmed your attendance at the conference, SDLF will send your district a check for \$575.00 to reimburse you for your registration fee.

#### HOTEL ROOM RESERVATIONS

The CSDA room rate at the Lake Tahoe Resort Hotel begins at \$129 plus tax, single or double occupancy and includes the resort fee. Reservations can be made on line at [www.tahoeresorthotel.com](http://www.tahoeresorthotel.com) using the group code CSDA or by calling the hotel directly at 530-544-5400.

Congratulations! I know you will enjoy Board Secretary Conference. If you have any questions, please contact me.

~Beth

**Beth Hummel**  
*Program Assistant*

Join us for [Special Districts Legislative Days](#)  
May 22 – 23 in Sacramento

Special District Leadership Foundation  
[www.SDLF.org](http://www.SDLF.org)  
916-442-7887

# FY 2018 Per Diem Rates for South Lake Tahoe, California

(October 2017 - September 2018)

Cities not appearing below may be located within a county for which rates are listed. To determine what county a city is located in, visit the National Association of Counties (NACO) website (a non-federal website).

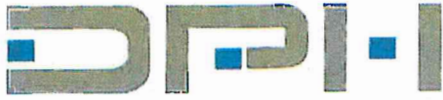
**October 2017 - September 2018** The following rates apply for **South Lake Tahoe, California**. Max lodging by month (excluding taxes.) The last column is the Meals and Incidental Expense (M&IE) rate.

Primary Destination (1, 2)	County (3, 4)	2017 Oct	Nov	Dec	2018 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	M&IE (5)
South Lake Tahoe	El Dorado	\$112	\$112	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$154	\$154	\$112	\$64

## Footnotes

1. Traveler reimbursement is based on the location of the work activities and not the accommodations, unless lodging is not available at the work activity, then the agency may authorize the rate where lodging is obtained.
2. Unless otherwise specified, the per diem locality is defined as "all locations within, or entirely surrounded by, the corporate limits of the key city, including independent entities located within those boundaries."
3. Per diem localities with county definitions shall include "all locations within, or entirely surrounded by, the corporate limits of the key city as well as the boundaries of the listed counties, including independent entities located within the boundaries of the key city and the listed counties (unless otherwise listed separately)."
4. When a military installation or Government-related facility (whether or not specifically named) is located partially within more than one city or county boundary, the applicable per diem rate for the entire installation or facility is the higher of the rates which apply to the cities and/or counties, even though part(s) of such activities may be located outside the defined per diem locality.
5. *Meals and Incidental Expenses*, see Breakdown of M&IE Expenses for important information on first and last days of travel.





May 11, 2018

Five Cities Fire Authority  
Board of Directors  
And Member Agencies  
Fire Chief  
140 Traffic Way  
Arroyo Grande, California 93420

Attention: Honorable Chair and Members of the Board of Five Cities Fire Authority, City Council for City of Grover Beach, City Council for City of Arroyo Grande and Members of the Board for Oceano Community Services District

Re: Conflict Waiver

Dear Boards and Respective Councils:

In 2010, when the Five Cities Fire Authority, ("Authority") was established, the member agencies entered into a Joint Exercise of Powers Agreement ("Agreement"), dated June 7, 2010. This Agreement established a Government Code section 6500 Joint Powers Authority, for the establishment and implementation of fire suppression and emergency medical services for the three member agencies consisting of the City of Grover Beach, the City of Arroyo Grande and Oceano Community Facilities District ("Member Agencies").

The Authority was structured for the purposes of maximizing efficiencies and to accomplish that objective, delegated numerous operational functions to different member agencies. The function of the Authority's General Counsel was delegated by Section 4, E. (7) and subsection 2, of Exhibit "A" of the Agreement to the Grover Beach City Attorney. The Member Agencies recognized at that time there was the potential for a conflict of interest between the role of the City Attorney for Grover Beach representing the City and the role of representing the Authority at the same time. As a consequence, the Member Agencies agreed to waive the conflict and acknowledged that waiver in Section 4, E. (7) of the Agreement.

There are currently discussions between the Member Agencies with how the Authority should proceed which is reflected in the proposed Memorandum of Agreement ("MOA") of which this Conflict Waiver is attached as Exhibit "A". The MOA contemplates a number of phases of negotiations including but not limited to potential restructuring of the Authority, redrafting the provisions of the Agreement, distribution of major assets and equipment, the potential withdrawal of a member of the Authority or a complete termination of the Authority. Therefore, it is the intent of the Authority and the Member Agencies to allow the City Attorney for Grover Beach to participate in the subject negotiations and to continue to represent both

the City of Grover Beach and the Authority notwithstanding the conflicts that may arise due to this representation.

The following are the pertinent Rules of Professional Conduct related to this engagement:

**RULES OF PROFESSIONAL CONDUCT**

Rule 3-310 of the California Rules of Professional Conduct provides in pertinent part:

- (C) A member [of the Bar] shall not, without the informed written consent of each client:
  - (1) Accept representation of more than one client in a matter in which the interests of the clients potentially conflict; or
  - (2) Accept or continue representation of more than one client in a matter in which the interests of the clients actually conflict; or
  - (3) Represent a client in a matter and at the same time in a separate matter accept as a client a person or entity whose interest in the first matter is adverse to the client in the first matter.
- (D) A member who represents two or more clients shall not enter into an aggregate settlement of the claims of or against the clients without the informed written consent of each client.

**Mr. Hale's REPRESENTATION**

In this matter, I will continue to represent the Authority consistent with the Agreement while continuing to maintain the position of City Attorney and represent the City of Grover Beach as a Member Agency of the Authority. This has been previously agreed to by the Member Agencies as indicated above, and by execution of this Agreement will continue to be approved and authorized by the Member Agencies consistent with this letter.

This considers and the Member Agencies acknowledge this will include, but not be limited to, me giving advice to the Authority and the City of Grover Beach related to the negotiations concerning the restructuring of the Authority, redrafting of any provisions of the Agreement, the potentially defining and negotiating the distribution of major assets or equipment of the Authority, the potential withdrawal of a Member Agency or the termination of the Authority. The Member Agencies are advised and acknowledge that at any stage of the various negotiations or actions defined within the MOA, the following adverse consequences could arise. Moreover, in the event the Parties herein cannot come to an agreement on any phase(s) of negotiation related to the MOA, then Mr. Hale shall withdraw from representation of the Authority and City of Grover Beach and special counsel shall be engaged.

## **ADVERSE CONSEQUENCES**

I am obliged to inform you of any actual or reasonably foreseeable adverse effects of this representation that could arise as part of any phase or portion of the MOA negotiations. It is possible that:

- I may be tempted to favor the interests of one client over the other.
- I may not be able to present the appropriate position, claims or defenses for a client in order to avoid taking adverse positions to the other client.
- I may be restricted from forcefully advocating a client's position for fear of alienating the other client.
- I may be forced to withdraw from representing either or both clients because of disputes or further conflicts of interest which could increase either or both clients' attorney's fees and costs.
- There may be an appearance of impropriety in my representation of both clients simultaneously.

## **YOUR CONSENT**

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

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

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

The Member Agencies acknowledge they are represented by independent legal counsel and that by signing this Conflict Waiver represent they have sought legal advice related to the proposed conflict represented by this waiver and based upon that advice is fully informed and agrees to sign this Conflict Waiver to allow the City Attorney for Grover Beach to continue to represent the Authority and the City of Grover Beach during the negotiations related to the subject MOA.

Your execution of this consent form will constitute an acknowledgment of full disclosure in compliance with the requirements of Section 3-310 of the California Rules of Professional Conduct previously quoted in this letter.

A copy of this letter is enclosed for your files. If you have any questions, please do not hesitate to call.

Very truly yours,

David P. Hale  
A Professional Corporation  
City Attorney for Grover Beach

By:   
\_\_\_\_\_  
David P. Hale

Accepted:  
Five Cities Fire Authority  
Board of Directors

  
\_\_\_\_\_  
Chair, Board of Directors

Date: 5/18/18

City of Grover Beach  
City Council

\_\_\_\_\_  
Mayor

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

City of Arroyo Grande  
City Council

\_\_\_\_\_  
Mayor

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

Oceano Community Services District  
Board of Directors

\_\_\_\_\_  
Chair, Board of Directors

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

**Evaluation of Oceano Community Service's District Membership  
in the Five Cities Fire Authority  
SCOPE OF WORK**

*Category Five Professional Consultants, Inc.* proposes assessing OCSD's membership in the Five Cities Fire Authority by taking the following actions:

- 1. Conduct a thorough review of both the FCFA 5 Year Strategic Plan and the Joint Powers Authority.**
- 2. Determine level of support for FCFA 5 year Strategic Plan.**
- 3. Delineate all potential fire service options. For each choice, outline the:**
  - a. Levels of service
  - b. Contracting options
  - c. Estimated cost and potential financial impacts
  - d. Potential funding sources
  - e. Advantages/disadvantages
- 4. Facilitate a community information session that explains the advantages and implications of the above described fire service options.**
- 5. Construct a report outlining the options and provide a summary recommendation for the General Manager/OCSD Board of Directors to consider.**

The Cost for the above described services is \$20,000.

## PLANNING GROUP LIST v1

Agency	Contact	Phone	Email
OCSO	Paavo Ogren, General Manager	805-481-6730	ocsdgm@oceanocsd.org
OCSO	Nicole Miller, Account Administrator III	805-481-6730	nicole@oceanocsd.org
Five Cities Fire Authority	Steve Lieberman, Fire Chief	805-473-5490	slieberman@fivecitiesfire.org
City of Arroyo Grande	Jim Bergman, City Manager	805-473-5400	jbergman@arroyogrande.org
City of Grover Beach	Matt Bronson, City Manager	805-473-4567	mbronson@groverbeach.org
LMUSD (Lucia Mar Unified School Dist)	TBD		
SLO County OES	Ron Alsop, Emergency Services Manager	805-781-5011	ralso@co.slo.ca.us
San Luis Obispo Sheriff (Oceano)	Commander Stuart A. MacDonald	805-781-4553	s.macdonald@co.slo.ca.us
SSLOCSD (Sanitation District)	New Administrator - Pending	805-489-6666	rick.sweet@comcast.net or pjkar49@gmail.com
State Parks, Oceano	Dena Bellman, Assoc. Park & Rec Specialist	805-365-5147	Dena.Bellman@parks.ca.gov
SLO Public Works or Zone 1/1A	Nola Engelskirger, P.E. Staff Engineer	805-788-2100	nengelskirger@co.slo.ca.us
Oceano Advisory Committee (OAC)	TBD		
Halcyon	TBD		
Dignity Health	Ken Dalebout, Administrator	805-489-4261	kenneth.dalebout@dignityhealth.org
5 Cities Homeless Coalition	Janna Nichols, Executive Director	805-574-1638	janna.nichols@5chc.org
Oceano Beach Community Association	Cynthia Replogle	N/A	oceanobeachca@gmail.com
Boys & Girls Club, Oceano	Rebecca Britton, Director of Operations	805-481-7339	rbritton@bgcslo.org
Phelan Taylor Produce Co.	John Taylor, Owner	805-489-2413	
POVE (Pismo Oceano Vegetable Exchange)	Dan Sutton, General Manager	805-489-6517	Dan@pove.net
Melodrama	Lynne Schlenker, Owner	805-489-2499	melodramalady@gmail.com
Old Juan's Cantina	JohnAdam/Eva Verdin, Owners		

5/23/2018