



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

**WEDNESDAY, April 10, 2019 – 6:00 P.M.**

Oceano Community Services District Board Room  
1655 Front Street, Oceano, CA

All items on the agenda including information items, may be deliberated. Any member of the public with an interest in one of these items should review the background material and request information on the possible action that could be taken.

All persons desiring to speak during any Public Comment period are asked to fill out a "Board Appearance Form" to submit to the General Manager prior to the start of the meeting. Each individual speaker is limited to a presentation time of THREE (3) minutes per item. Persons wishing to speak on more than one item shall limit his/her remarks to a total of SIX (6) minutes. This time may be allocated between items in one-minute increments up to three minutes. Time limits may not be yielded to or shared with other speakers.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **FLAG SALUTE**
4. **AGENDA REVIEW**
5. **CLOSED SESSION:**

A. Pursuant to Government Code §54957: Public Employment – General Manager

6. **PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA: (NOT BEGINNING BEFORE 6:20 PM)**

*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.*

7. **SPECIAL PRESENTATIONS & REPORTS:**

**A. STAFF REPORTS:**

- i. Operations - Field Supervisor Tony Marraccino
- ii. FCFA Operations - Chief Steve Lieberman
- iii. OCSD General Manager – Paavo Ogren
- iv. Sheriff's South Station - Commander Stuart MacDonald

**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 Agenda Item #7 – Special Presentations and Reports. If a member of the public wishes to speak at this time, Public comment is limited to three (3) minutes.*

This agenda was prepared and posted pursuant to Government Code Section 54954.2. Agenda is posted at the Oceano Community Services District, 1655 Front Street, Oceano, CA. Agenda and reports can be accessed and downloaded from the Oceano Community Services District website at [www.oceanocsd.org](http://www.oceanocsd.org)

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

## 8. 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. To facilitate public comment, we request persons wishing to speak to fill out a speak request form and give it to the General Manager. Public comment is limited to three (3) minutes.

- A. Review and Approval of Cash Disbursements
- B. Approval of a Recommendation to Set May 15, 2019 as the Application Deadline for Fireworks Permits

## 9. BUSINESS ITEMS:

**Public comment** Members of the public wishing to speak on public hearing items may do so when recognized by the Presiding Officer. To facilitate public comment, we request persons wishing to speak to fill out a speak request form and give it to the General Manager. Public comment is limited to three (3) minutes.

- A. Consideration of a recommendation to approve a purchase order for AGP Video, Inc.'s services, to include Live Streaming, for District Board Meetings
- B. Discussion of an update on recreational services at the Oceano Community Center and provide Board direction as deemed appropriate
- C. Consideration of the March 2019 "Take Action Brief" prepared by the California Special Districts Association and Assembly Constitutional Amendment 1 (Aguiar-Curry) and Board direction on sending letters of support or opposition on proposed legislation
- D. Discussion on timeline for amending the Five Cities Fire Authority Joint Powers Agreement and steps associated with calling for a special tax election in March 2020 with direction to staff as deemed appropriate
- E. Review of the District's Budget Status as of March 31, 2019

**10. HEARING ITEMS:** A Public Hearing to consider bids received for the District's utility relocation work required by the County of San Luis Obispo for the Oceano Drainage Project and Board approval to perform the work among options that include utilizing the County contractor(s), or by adopting a resolution to perform the work with District employees or by negotiated contract as allowed by California Public Contract Code Section 22038(c) and authorizing the General Manager to award work subject to approval by legal counsel.

## 11. RECEIVED WRITTEN COMMUNICATIONS:

## 12. LATE RECEIVED WRITTEN COMMUNICATIONS:

**13. FUTURE AGENDA ITEMS:** District Policies Continued, Roles and Responsibilities with Related Agencies; Construction Documents (Norswing/Pershing & Highway One waterline replacement projects), Five Cities Fire Authority, District Rules and Regulations, Cienega Seabreeze Park, Inc. Continued, 13<sup>th</sup> St/ HWY One Drainage Project, Deferred Infrastructure Program, Lopez Lake LRRP & Contract Amendments, Central Coast Blue, Landscape maintenance, Wastewater CIP, Recreation RFP, State Park impact to OCSD, The Place.

## 14. FUTURE HEARING ITEMS:

## 15. ADJOURNMENT:



# Oceano Community Services District

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

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

Date: April 10, 2019

To: Board of Directors

From: Carey Casciola, Business and Accounting Manager

Subject: **Agenda Item #8A: Recommendation to Approve Cash Disbursements**

## 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
	57611 - 57644	
<b>Disbursements Requiring Board Approval prior to Payment:</b>		
Regular Payable Reister - paid 04/10/2019	57628 - 57644	\$ 24,934.46
Utility Billing Account Overpayment Refund - paid 04/10/2019	57626 - 57626	\$ 716.29
Subtotal:		\$ 25,650.75
<b>Reoccurring Payments for Board Review (authorized by Resolution 2018-11):</b>		
Payroll Disbursements - PPE 03/30/2019	N/A	\$ 27,199.94
	N/A	
Reoccurring Utility Disbursements - paid 03/27/2019	57612 - 57622	\$ 5,109.53
Reoccurring Health Disbursements - paid 03/27/2019	57623 - 57625	\$ 7,689.36
Reoccurring Utility Disbursements - paid 03/27/2019	57627 - 57627	\$ 6,126.25
Subtotal:		\$ 46,125.08
Grand Total:		\$ 71,775.83

\* Check number 57518 for \$400.00 from the 03/13/2019 Board Meeting was voided due to check being lost. It was replaced with check number 57576.

\* Check # 57582 to DPSI VOIDED. Two invoices (#9549687 for \$587.50 and #950030 for \$980.00) are being removed and held. The variance of \$2,412.50 for the third invoice will be reissued on check# 57610.

\* Check #57611 for \$50.00 issued to Cynthia Replogle, as approved at the 3/27/2019 Board Meeting, for a Board Member Stipend.

**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: 057628 THRU 057644

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK:								
1-1001-000	4/04/2019	CHECK	057628	R&R ROLL-OFF LLC	958.51CR	OUTSTND	A	0/00/0000
1-1001-000	4/04/2019	CHECK	057629	FASTENAL COMPANY	167.23CR	OUTSTND	A	0/00/0000
1-1001-000	4/04/2019	CHECK	057630	ADAMSKI MOROSKI MADDEN CUMBERL	12,650.00CR	OUTSTND	A	0/00/0000
1-1001-000	4/04/2019	CHECK	057631	BURDINE PRINTING & GRAPHICS	1,414.83CR	OUTSTND	A	0/00/0000
1-1001-000	4/04/2019	CHECK	057632	ARAMARK	255.82CR	OUTSTND	A	0/00/0000
1-1001-000	4/04/2019	CHECK	057633	ZENITH INSURANCE COMPANY	2,282.00CR	OUTSTND	A	0/00/0000
1-1001-000	4/04/2019	CHECK	057634	GSI WATER SOLUTIONS, INC.	1,060.17CR	OUTSTND	A	0/00/0000
1-1001-000	4/04/2019	CHECK	057635	CONTRACTOR'S MAINTENANCE SERVI	71.89CR	OUTSTND	A	0/00/0000
1-1001-000	4/04/2019	CHECK	057636	CYNTHIA REPLOGLE	200.00CR	OUTSTND	A	0/00/0000
1-1001-000	4/04/2019	CHECK	057637	MISSION PAVING INC.	1,250.00CR	OUTSTND	A	0/00/0000
1-1001-000	4/04/2019	CHECK	057638	FAMCON PIPE & SUPPLY, INC.	801.16CR	OUTSTND	A	0/00/0000
1-1001-000	4/04/2019	CHECK	057639	J.B. DEWAR, INC.	487.21CR	OUTSTND	A	0/00/0000
1-1001-000	4/04/2019	CHECK	057640	SLO CO PUBLIC HEALTH DEPT.	853.00CR	OUTSTND	A	0/00/0000
1-1001-000	4/04/2019	CHECK	057641	PRO-TECH LANDSCAPE MANAGEMENT,	410.00CR	OUTSTND	A	0/00/0000
1-1001-000	4/04/2019	CHECK	057642	CARQUEST AUTO PARTS	36.61CR	OUTSTND	A	0/00/0000
1-1001-000	4/04/2019	CHECK	057643	THE TRIBUNE	468.47CR	OUTSTND	A	0/00/0000
1-1001-000	4/04/2019	CHECK	057644	AQUA-METRIC	1,567.56CR	OUTSTND	A	0/00/0000
TOTALS FOR ACCOUNT 1-1001-0				CHECK	TOTAL:	24,934.46CR		
				DEPOSIT	TOTAL:	0.00		
				INTEREST	TOTAL:	0.00		
				MISCELLANEOUS	TOTAL:	0.00		
				SERVICE CHARGE	TOTAL:	0.00		
				EFT	TOTAL:	0.00		
				BANK-DRAFT	TOTAL:	0.00		

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

CHECK DATE: 0/00/0000 THRU 99/99/9999  
CLEAR DATE: 0/00/0000 THRU 99/99/9999  
STATEMENT: 0/00/0000 THRU 99/99/9999  
VOIDED DATE: 0/00/0000 THRU 99/99/9999  
AMOUNT: 0.00 THRU 999,999,999.99  
CHECK NUMBER: 057626 THRU 057626

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK: -----								
1-1001-000	3/29/2019	CHECK	057626	HWANG, STEVEN K	716.29CR	OUTSTND	A	0/00/0000
TOTALS FOR ACCOUNT 1-1001-0				CHECK	TOTAL:	716.29CR		
				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:	716.29CR		
				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		

**Payroll Summary Report**  
**Board of Directors - Agenda Date April 10, 2019**

	(*)	
<u>Gross Wages</u>	3/16/2019	3/30/2019
Regular	\$24,537.16	\$22,588.61
Overtime Wages	\$1,198.04	\$1,353.33
Stand By	\$700.00	\$700.00
Gross Wages	\$26,435.20	\$24,641.94
 <b><u>Disbursements</u></b>		
Net Wages	\$20,319.66	\$18,607.26
State and Federal Agencies	\$4,280.88	\$4,098.77
CalPERS - Normal	\$4,647.52	\$4,336.80
SEIU - Union Fees	\$157.11	\$157.11
Total Disbursements processed with Payroll	\$29,405.17	\$27,199.94
 Health (Disbursed with reoccurring bills)	 \$4,746.95	 \$4,739.09
Total District Payroll Related Costs	\$34,152.12	\$31,939.03

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

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: 057612 THRU 057622

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK:								
1-1001-000	3/28/2019	CHECK	057612	HIRIARTE'S INDOOR CLEANING SER	825.00CR	OUTSTND	A	0/00/0000
1-1001-000	3/28/2019	CHECK	057613	RABOBANK EQUIPMENT LEASE	755.60CR	OUTSTND	A	0/00/0000
1-1001-000	3/28/2019	CHECK	057614	DE LAGE LANDEN FINANCIAL SERVI	157.66CR	OUTSTND	A	0/00/0000
1-1001-000	3/28/2019	CHECK	057615	ADVANTAGE ANSWERING PLUS, INC	268.73CR	OUTSTND	A	0/00/0000
1-1001-000	3/28/2019	CHECK	057616	AGP VIDEO INC.	1,395.00CR	OUTSTND	A	0/00/0000
1-1001-000	3/28/2019	CHECK	057617	CHARTER COMMUNICATIONS	130.00CR	OUTSTND	A	0/00/0000
1-1001-000	3/28/2019	CHECK	057618	DIGITAL WEST NETWORKS, INC.	609.67CR	OUTSTND	A	0/00/0000
1-1001-000	3/28/2019	CHECK	057619	VERIZON WIRELESS	297.00CR	OUTSTND	A	0/00/0000
1-1001-000	3/28/2019	CHECK	057620	SO CAL GAS	236.17CR	OUTSTND	A	0/00/0000
1-1001-000	3/28/2019	CHECK	057621	STANLEY CONVERGENT SECURITY SO	93.97CR	OUTSTND	A	0/00/0000
1-1001-000	3/28/2019	CHECK	057622	COASTAL COPY, INC.	340.73CR	OUTSTND	A	0/00/0000
TOTALS FOR ACCOUNT 1-1001-0				CHECK	TOTAL:	5,109.53CR		
				DEPOSIT	TOTAL:	0.00		
				INTEREST	TOTAL:	0.00		
				MISCELLANEOUS	TOTAL:	0.00		
				SERVICE CHARGE	TOTAL:	0.00		
				EFT	TOTAL:	0.00		
				BANK-DRAFT	TOTAL:	0.00		
TOTALS FOR POOLED CASH FUND				CHECK	TOTAL:	5,109.53CR		
				DEPOSIT	TOTAL:	0.00		
				INTEREST	TOTAL:	0.00		
				MISCELLANEOUS	TOTAL:	0.00		
				SERVICE CHARGE	TOTAL:	0.00		
				EFT	TOTAL:	0.00		
				BANK-DRAFT	TOTAL:	0.00		

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

CHECK DATE: 0/00/0000 THRU 99/99/9999  
 CLEAR DATE: 0/00/0000 THRU 99/99/9999  
 STATEMENT: 0/00/0000 THRU 99/99/9999  
 VOIDED DATE: 0/00/0000 THRU 99/99/9999  
 AMOUNT: 0.00 THRU 999,999,999.99  
 CHECK NUMBER: 057623 THRU 057625

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK: -----								
1-1001-000	3/28/2019	CHECK	057623	BLUE SHIELD OF CALIFORNIA	6,482.72CR	OUTSTND	A	0/00/0000
1-1001-000	3/28/2019	CHECK	057624	TASC -CLIENT INVOICES	56.21CR	OUTSTND	A	0/00/0000
1-1001-000	3/28/2019	CHECK	057625	PRINCIPAL LIFE INSURANCE COMPA	1,150.43CR	OUTSTND	A	0/00/0000
TOTALS FOR ACCOUNT 1-1001-0				CHECK	TOTAL:	7,689.36CR		
				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:	7,689.36CR		
				DEPOSIT	TOTAL:	0.00		
				INTEREST	TOTAL:	0.00		
				MISCELLANEOUS	TOTAL:	0.00		
				SERVICE CHARGE	TOTAL:	0.00		
				EFT	TOTAL:	0.00		
				BANK-DRAFT	TOTAL:	0.00		



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

CHECK DATE: 0/00/0000 THRU 99/99/9999  
CLEAR DATE: 0/00/0000 THRU 99/99/9999  
STATEMENT: 0/00/0000 THRU 99/99/9999  
VOIDED DATE: 0/00/0000 THRU 99/99/9999  
AMOUNT: 0.00 THRU 999,999,999.99  
CHECK NUMBER: 057627 THRU 057627

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK: -----								
1-1001-000	3/28/2019	CHECK	057627	PACIFIC GAS & ELECTRIC	6,126.25CR	OUTSTND	A	0/00/0000
TOTALS FOR ACCOUNT 1-1001-0				CHECK	TOTAL:	6,126.25CR		
				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:	6,126.25CR		
				DEPOSIT	TOTAL:	0.00		
				INTEREST	TOTAL:	0.00		
				MISCELLANEOUS	TOTAL:	0.00		
				SERVICE CHARGE	TOTAL:	0.00		
				EFT	TOTAL:	0.00		
				BANK-DRAFT	TOTAL:	0.00		



## Oceano Community Services District

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

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

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**Date:** April 10, 2019

**To:** Board of Directors

**From:** Celia Ruiz, Account Administrator III

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

**Subject:** **Agenda Item #8B:** Approval of a Recommendation to Set May 15, 2019 as the Application Deadline for Fireworks Permits

### Recommendation

It is recommended that your Board set May 15, 2019 as the application due date for organizations interested in obtaining approval to operate "safe and sane" fireworks stands in Oceano.

### Discussion

Annually, the District accepts and approves applications for organizations to operate "Safe and Sane" fireworks stands. Resolution 1997-12 provides that "The District will reserve an application for succeeding years for those vendors that comply with all District Rules and Regulations for the sale of Safe and Sane Fireworks." It also provides that, until amended, the District will issue up to five (5) permits. In 2018, 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

Attached is the application that the District has used in prior years and which has been updated for the current year.



## Oceano Community Services District

Board of Directors Meeting

The proposed time frames for sales of Safe and Sane fireworks:

Application process opens	April 11, 2019
Application process closes	May 15, 2019
Board of Director Approval of Applications	May 22, 2019
Booths begin sales	No sooner than noon June 28, 2019
Booth sales end	No later than noon July 5, 2019
Discharge of Safe and Sane firework	Oceano allows the discharge of fireworks all day every day of the year

Mandatory meeting will be held on June 3<sup>th</sup> at Grover Beach station at 7:30 pm

### Other Agency Involvement

The Fire Chief of Five Cities Fire Authority (FCFA) is the official recipient of applications in accordance with Resolution 1991-2. Oceano CSD staff will facilitate the efforts with FCFA and coordinate final recommendations for your Board's consideration on May 22, 2019. Discussions with FCFA Chief, S. Lieberman, have identified firework related issues (exhausted fireworks left in the streets and misc. other debris left behind) stemming from previous years. FCFA Chief Lieberman will be working with all three agencies to determine possible solutions.

### Other Financial Considerations

Each successful applicant is charged an administrative fee of \$385, which includes a non-refundable amount of \$335, and a refundable clean up fee of \$500. Each applicant must also provide a public liability and property damage insurance policy.

### Results

The sale of Safe and Sane fireworks in accordance with established resolutions helps to ensure safe and well governed communities.

### Attachments:

- Fireworks Application
- Property Owner Permit Letter
- Letter to Applicants
- Resolution 1991-2

**APPLICATION FOR SALE OF FIREWORKS  
WITHIN THE BOUNDARIES OF  
OCEANO COMMUNITY SERVICES DISTRICT**

This application must be completed and returned to the District Office located at 1655 Front Street, Oceano, CA, 93445, by May 15, 2019. The application must be accompanied with the property owner's written permission for your proposed booth location. The \$500.00 refundable cleaning deposit and \$385.00 administration fee will need to be submitted once Board of Directors has assigned a booth to your organization.

Name of Applicant: \_\_\_\_\_

Representing/Organization: \_\_\_\_\_

Mailing Address of Organization/Applicant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: Daytime \_\_\_\_\_ After 5:00 p.m. \_\_\_\_\_

Proposed Booth Location: \_\_\_\_\_

Property Owner's Name: \_\_\_\_\_

The Board of Directors has determined that participation is conditioned upon each organization indicating where the profits from their sales will be directed with at least 50% of the profits to be spent within Oceano/Halcyon. (Use back page if necessary). This statement will be reviewed by the Board of Directors before a permit is issued.

Please explain how the 2018 profits were used:  
\_\_\_\_\_  
\_\_\_\_\_

Please explain how you plan to use the 2019 profits for the benefit of Oceano/Halcyon:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

**PROPERTY OWNER'S LETTER OF PERMISSION  
TO SELL FIREWORKS**

Fire Chief Lieberman  
Oceano Community Services District  
PO Box 599  
1655 Front Street  
Oceano, CA 93475

**SUBJECT: FIREWORKS BOOTH LOCATION/PROPERTY OWNER'S CONSENT**

Dear Fire Chief Lieberman:

Permission is hereby granted to \_\_\_\_\_ on behalf of the  
Applicant's Name

\_\_\_\_\_ and \_\_\_\_\_  
Organization Selling Fireworks Fireworks Company's Name

for the exclusive right to use the property located/named below for their 2019 fireworks booth:

\_\_\_\_\_  
Street Address or Location Description

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Assessor's Parcel Number

This address is within the boundaries of the Oceano Community Services District. It is understood that this sale will be conducted in accordance with all District, County, and State regulations.

By: \_\_\_\_\_  
Signature of Property Owner

\_\_\_\_\_  
Please PRINT Property Owner's Name

\_\_\_\_\_  
PROPERTY OWNER'S MAILING ADDRESS AND TELEPHONE NUMBER

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019

April 11, 2019

Address

Dear Name:

Enclosed is the Application for the Sale of Safe & Sane Fireworks and a Property Owner's Letter of Permission to Sell Fireworks within the Oceano Community Services District for July 4, 2019. Please note that both forms must be completed and returned by May 15, 2019; the \$500.00 refundable cleaning deposit and \$385.00 administration fee will need to be submitted once Board of Directors has assigned a booth to your organization. Applications must be received by the May deadline to present to the Board of Directors for final determination on May 22, 2019.

If you have any questions, please feel free to call the District office 805-481-6730.

Sincerely,

OCEANO COMMUNITY SERVICES DISTRICT

Celia Ruiz, Account Administrator III

**OCEANO COMMUNITY SERVICES DISTRICT  
ORDINANCE NO. 1991 - 2**

**AN ORDINANCE OF THE BOARD OF DIRECTORS  
OF THE OCEANO COMMUNITY SERVICES DISTRICT  
ESTABLISHING RULES AND REGULATIONS CONCERNING THE  
SALE AT RETAIL AND USE OF SAFE AND SANE FIREWORKS**

BE IT ORDAINED by the Board of Directors of the Oceano Community Services District as follows:

**SECTION ONE: PURPOSE** The Board of Directors desire to adopt rules and regulations governing the sale at retail and use of safe and sane fireworks within the boundaries of the District.

**SECTION TWO: REGULATIONS AND RULES PERTAINING TO THE SALE AT RETAIL AND USE OF SAFE AND SANE FIREWORKS** The possession, use, storage for purposes of sale at retail, and sale at retail of safe and sane fireworks within the Oceano Community Services District is allowed subject to the following rules and regulations:

2.1 **Definition of Safe and Sane Fireworks.** "Safe and sane fireworks" shall mean those fireworks defined as "safe and sane" in California Health and Safety Code Section 12529 and classified by the State Fire Marshal as "safe and sane" in accordance with Section 12562 of the Health and Safety Code.

2.2 **Application.** Any person, as defined in the Health and Safety Code Section 12523, desiring to sell at retail safe and sane fireworks within the District must first make written application for a permit to the Fire Chief. The applicant must be 21 years of age or older. The application for permits shall be made in writing at least twenty-three days (23) days prior to the proposed sale and contain the following information:

- A. The name, age, address, and telephone number of the applicant.
- B. The organization that the applicant represents.
- C. The proposed location of the booth and the land owner's consent to the use of the proposed location.
- D. Evidence of a valid license to perform those acts specified on the application for a permit as defined in Health and Safety Code Section 12517.
- E. A statement that the applicant will obtain all necessary permits and licenses including business licenses to perform those acts specified on the application for a permit.
- F. A deposit of \$50.00 as a process/administrative fee. In the event the permit is not issued to the applicant, the deposit will be refunded.

2.3 **Investigation and Report.** The Fire Chief shall undertake an investigation and submit a report of his/her findings and recommendation concerning the issuance of the permit, together with the reasons therefor, to the Board of Directors.

2.4 **Grant or Denial of Permit.** The Board of Directors may grant or deny the permit, subject to such reasonable conditions, if any, as it shall prescribe. Such conditions shall include, but not be limited to:

- A. The permittee shall deposit a clean-up fee of \$500.00 which may be

**OCEANO COMMUNITY SERVICES DISTRICT  
ORDINANCE NO. 1991 - 2**

**AN ORDINANCE OF THE BOARD OF DIRECTORS  
OF THE OCEANO COMMUNITY SERVICES DISTRICT  
ESTABLISHING RULES AND REGULATIONS CONCERNING THE  
SALE AT RETAIL AND USE OF SAFE AND SANE FIREWORKS**

- refunded in whole or in part, as determined by the District, if the sale location is properly cleaned up as determined by District.
- B. The permittee must require that each purchaser of safe and sane fireworks sign a statement that such purchaser is sixteen (16) years of age or older.
  - C. Notwithstanding any other provision of law, the permittee shall furnish to the Fire Chief a policy of public liability and property damage insurance, with a deductible acceptable to the Fire Chief, with limits of bodily injury of not less than fifty thousand dollars (\$50,000.00) for one person or one hundred thousand dollars (\$100,000.00) for each occurrence annually and with a limit of property damage liability of not less than twenty-five thousand dollars (\$25,000.00) for each occurrence as payment for damages to persons or property which may result from, or be caused by, any negligence on the part of the permittee or his or its agents, servants, employees, or subcontractors. The District and its officers, directors, and employees shall be named as additional insureds under such public liability policy. A certificate of insurance shall be presented consistent with the above prior to sale and shall provide that the insurer will not cancel the coverage without fifteen (15) days prior written notice to the Fire Chief.
  - D. The permittee has obtained all necessary permits and licenses referenced in paragraph 2.2E above.
  - E. The number of permits is limited annually to five (5).

2.5 Designation of Location for Sale of Safe and Sane Fireworks. Any permit issued pursuant to subparagraph 2.4 above shall designate the location at which the permittee may sell at retail safe and sane fireworks.

2.6 Duration of Permit. The term of the permit shall coincide with the valid period of the license. This provision shall not prohibit the revocation of the permit by the Fire Chief for just cause where a fire nuisance exists or where personal injury may occur or where the permittee is in violation of District's rules and regulations.

2.7 Salespersons. No person under the age of 18 shall sell, or handle for sale, any safe and sane fireworks.

2.8 Violations. In addition to any other violations provided by law, the following shall constitute violations related to the possession, storage, sale at retail, and use of safe and sane fireworks within the District:

- A. It is unlawful for any person to sell, or offer for sale, safe and sane fireworks at any time outside of the period specified in Section 12599 of the Health and Safety Code, said period being from noon on June 28 to noon on July 6.
- B. It is unlawful for any person to store for sale any safe and sane fireworks without having in his/her possession a valid permit as required by this Ordinance.

Agenda Item 8 It is unlawful for any person to store or possess any safe and sane



**OCEANO COMMUNITY SERVICES DISTRICT  
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SALE AT RETAIL AND USE OF SAFE AND SANE FIREWORKS**

fireworks for which a license is required and which has been revoked or surrendered or any license which has not been renewed and such storage or possession is held beyond the period provided for in Section 12604 of the Health and Safety Code.

- D. It is unlawful for any person to store, sell, or discharge any safe and sane fireworks in or within one hundred (100) feet of a location where gasoline or any other Class 1 flammable liquids are stored or dispensed.
- E. It is unlawful for any person to place, throw, discharge or ignite, or fire any safe and sane fireworks at any person or group of persons where there is a likelihood of injury to any such person.
- F. It is unlawful for any person to sell or transfer any safe and sane fireworks to a consumer or user thereof other than at a fixed place of business of a retailer for which a license and permit have been issued.
- G. It is unlawful for any person to allow or permit a fire nuisance, as defined in Section 12510 of the Health and Safety Code, to exist on any premises where any safe and sane fireworks are sold or stored.
- H. It is unlawful for any person to conduct a public display without possessing a valid permit for this purpose.
- I. It is unlawful for any person to advertise to sell safe and sane fireworks without a valid license and permit.
- J. It is unlawful for any person to sell, give, or deliver any safe and sane fireworks to a person who is under sixteen (16) years of age.
- K. It is unlawful for any person to perform any act, or transact or attempt to transact any business, with an expired license or an expired permit where a license or permit is required for the performance of such act or transaction.

2.9 Penalties. Except as provided in Section 12702 of the Health and Safety Code, any person who violates any provision of Section 2 of this Ordinance, or any regulations issued pursuant thereto, is guilty of misdemeanor, and upon conviction shall be punished by a fine of not less than five hundred dollars (\$500.00) or more than one thousand dollars (\$1,000.00), or by imprisonment in the San Luis Obispo County Jail for not exceeding one year, or by both such fine and imprisonment.

**SECTION THREE: VIOLATION OF ORDINANCE** The Fire Chief, or his or her duly authorized representative, is hereby authorized to issue citations for the misdemeanors specified in Section 13871 of the Health and Safety Code and for violations of this Ordinance. The provisions of Chapter 5C (commencing with Section 853.1) of Title 4 of Part 2 of the Penal Code shall apply.

**SECTION FOUR: INCONSISTENCY** To the extent that the terms and provisions of this Ordinance may be inconsistent or in conflict with the terms or conditions of any prior District ordinance, motion, resolution, rule or regulation governing same subject, the terms of this Ordinance shall prevail with respect to the subject matter thereof and such inconsistent and conflicting provisions of prior

OCEANO COMMUNITY SERVICES DISTRICT  
ORDINANCE NO. 1991 - 2

AN ORDINANCE OF THE BOARD OF DIRECTORS  
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ESTABLISHING RULES AND REGULATIONS CONCERNING THE  
SALE AT RETAIL AND USE OF SAFE AND SANE FIREWORKS

ordinances, motions, resolutions, rules or regulations are hereby repealed.

**SECTION FIVE: SEVERABILITY** If any section, subsection, clause, or phrase of this Ordinance is, for any reason, found to be invalid or unconstitutional, such finding shall not affect the remaining portions of this Ordinance.

The Board hereby declares that it would have passed this Ordinance by section, subsection, sentence, clause, or phrase irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases are declared invalid or unconstitutional.

**SECTION SIX: EFFECTIVE DATE** This Ordinance shall take effect and be in full force and effect thirty (30) days after its passage; and before the expiration of fifteen (15) days after passage of this Ordinance, it shall be published once with the name of the members of the Board of Directors voting for and against the Ordinance in the Five Cities Times Press Recorder.

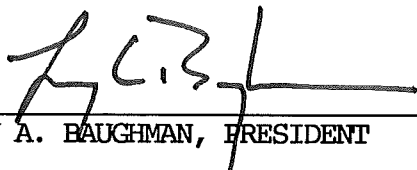
INTRODUCED at a regular meeting of the Board of Directors held on April 24, 1991, and PASSED and ADOPTED by the Board of Directors of the Oceano Community Services District on May 8, 1991, by the following roll call vote, to wit:

AYES: President Baughman, Director Twitchell, Director Angello,  
Director Senna, Director Esposito

NOES: None

ABSENT: None

ABSTAINING: None

  
\_\_\_\_\_  
LARRY A. BAUGHMAN, PRESIDENT

ATTEST:

  
\_\_\_\_\_  
GINA A. DAVIS, DEPUTY BOARD SECRETARY



## Oceano Community Services District

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

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

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**Date:** April 10, 2019

**To:** Board of Directors

**From:** Paavo Ogren, General Manager

**Subject:** **Agenda Item #9A:** Consideration of a recommendation to approve a purchase order for AGP Video, Inc.'s services, to include Live Streaming, for District Board Meetings.

### Recommendation

It is recommended that your Board approve the attached purchase order for AGP Video, Inc.'s services, to include Live Streaming, for District Board Meetings.

### Discussion

AGP Video, Inc. currently provides audio/video and recording services to the District for regular Board Meetings. As requested by your Board, AGP Video, Inc. has provided the attached quote to add Live Streaming services to the District for Board Meetings. Live Streaming can be added for \$200.00 per meeting and a one-time set up fee of \$250.00.

### Other Agency Involvement

N/A

### Financial Considerations

The additional costs related to Live Streaming are addressed in a separate agenda item discussing the 3<sup>rd</sup> quarter budget review. Overall, the annual cost increase is not expected to exceed \$5,000.00.

### Results

Providing additional ways to engage with citizens helps increase transparency and builds a stronger community.

Attachments:

- Purchase Order # 2018-19-26



# Oceano Community Services District

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

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

## PURCHASE ORDER # 2018-19-26

<b>VENDOR: AGP Video, Inc.</b> Name: Nancy Castle Address: PO Box 454 City: Morro Bay, CA 93443 PH: 805-772-2715 Contact: <a href="mailto:nancy@agpvideo.com">nancy@agpvideo.com</a>	<b>PURCHASE ORDER:</b> Audio/Video and Live Streaming Services  Code to: 01-5-4100-220
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<b>SHIPPING ADDRESS:</b> OCEANO COMMUNITY SERVICES DISTRICT C/O Paavo Ogren 1655 FRONT STREET OCEANO, CA 93445	<b>BILLING ADDRESS:</b> OCEANO COMMUNITY SERVICES DISTRICT P O BOX 599 OCEANO, CA 93475-0599 (805) 481-6730
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**DATE OF ISSUANCE:**

April 10, 2019

**SCOPE OF WORK: See Attached Email**

<b>Meeting Fees</b>	
Base Fee	\$ 585.00
Live Streaming	\$ 200.00
<b>Cost per meeting</b>	<b>\$ 785.00</b>
<b>Additional Fees</b>	
Laptop, Projector & Screen, as needed fee	\$ 75.00
Overtime	\$ 120.00/hr
Live Streaming: One-time set up fee	\$ 250.00

This purchase order is subject to Terms and Conditions incorporated herein by reference on the attached documents.

Signature

Date

**From:** [Nancy Castle](#)  
**To:** [paavo@oceanocsd.org](mailto:paavo@oceanocsd.org); "Nicole Miller"  
**Cc:** [Trina Dougherty](#); [Bob Lloyd](#)  
**Subject:** Streaming and archiving on [www.slo-span.org](http://www.slo-span.org)  
**Date:** Monday, February 25, 2019 3:44:21 PM

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Paavo and Nicole,

Our rate for providing the streaming and archiving services, including the Key Point Indexing is \$200 per meeting. I'm glad to hear you are considering contracting for this service.

There is a one-time set-up fee of \$250 to prepare the viewing page.

If you would like to send a draft of the staff report to me prior to presenting it to the Board, I'd be glad to vet it. We would continue to present the meetings on Charter Channel 21, this would just be another way for the community to follow the Board process.

Regards,

Nancy Castle, CFO  
AGP Video, Inc.  
390 Preston Lane  
Morro Bay, CA 93442  
805 772-2715

Everyday is Thanksgiving Day in Morro Bay

## Conditions of Purchase

1. The only terms that will be honored are those issued by the Oceano Community Services District (District).
2. No acknowledgment of this order is required. If this purchase order is the result of a written bid or quotation, the purchase order shall serve as acceptance thereof. If this purchase order is the result of an informal oral or written quote, acceptance will be assumed unless otherwise advised within (10) days of the date of the order. Unless otherwise specified, the U.S. Mail shall be the accepted means of communication.
3. Purchase order numbers shall appear on all invoices, packages, crates, boxes, etc.
4. Invoices must include only items shown on this order. In the event any item included on this order is not delivered, please notify the District at once as to the reason for the delay and the date we can expect delivery. Do not include any item which is back ordered on your invoice. Any invoice or claim on this contract must be presented within 1 year from delivery of goods or services.
5. Changes of any kind are not authorized without permission from the District.
6. The District reserves the right to cancel any or all items not shipped within the time specified on the order.
7. No charges for transportation, containers, packing, etc. will be allowed unless specified on the order.
8. All material furnished must be as specified and will be subject to inspection and approval of the District after delivery. The right is reserved to reject and return at the risk and expense of the supplier such portion of any shipment which may be defective or fail to comply with specifications without invalidating the remainder of the order. Rejected material will be held for disposition at the expense and risk of the seller.
9. This order is subject to sales tax, exempt from federal tax. Certificate of exemption will be provided upon request.
10. All goods and/or services shall be in compliance with all federal, state and local law including but not limited to OSHA and CAL OSHA.
11. The seller shall provide the District with a Material Safety Data Sheet for each product containing substances on the List of Hazardous Substances published by the California Administrative Code, Title S, Section 5194. These sheets must be sent to Oceano Community Services District at P O Box 599, Oceano, CA 93475-0599. Please reference the above purchase order number.

# INSURANCE REQUIREMENTS

## INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend and hold harmless the District and its officers, agents, employees, and volunteers from and against all claims, demands, damages, liabilities, loss, costs, and expense (including attorney's fees and costs of litigation) of every nature arising out of or in connection with Contractor's performance or attempted performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by sole negligence or willful misconduct of the District.

## INSURANCE COVERAGE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

## MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL); Insurance Services Office (ISO) Form CG 0001 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed, operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: ISO Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damages.
3. Worker Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. If Contractor will provide leased employees, or is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage shall also include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 O1 A) naming the District as the Alternate Employer, and the endorsement form shall be modified to provide that District will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.  
*(Not required if Contractor provides written verification it has no employees)*

If the contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the contractor.

### **OTHER INSURANCE PROVISIONS**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

#### *Additional Insured Status:*

The District, its officers, officials, employees, and volunteers are to be covered as insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by, or on behalf of the Contractor; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

#### *Primary Coverage*

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance of self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

#### *Notice of Cancellation*

Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days prior written notice (10 days for non-payment) has been given to the District.

#### *Failure to Maintain Insurance*

Contractor's failure to maintain or to provide acceptable evidence that it maintains the required insurance shall constitute a material breach of the Contract upon which the District immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. The District, at its sole discretion, may obtain damages from Contractor resulting from said breach.

#### *Waiver of Subrogation*

Contractor hereby grants to District a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

#### *Deductibles and Self-Insured Retentions*

Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Contractor to provide proof of ability to pay losses and related investigation, claim administration, and defense expenses within the retention.

#### *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.A. Best's rating of no less than A:VII, unless otherwise acceptable to the District.



### *Claims Made Policies*

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work;
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work;
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years.

### *Separation of Insured's*

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separate of insured's provision with no insured versus insured exclusions or limitation.

### *Verification of Coverage*

Contractor shall furnish the District with original certificates and mandatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The District reserves the right to required complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Certificates and copies of any required endorsements shall be sent to:

Oceano Community Services District  
P.O. Box 599  
Oceano, CA 93475-0599

### *Subcontractors*

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

### *Special Risks or Circumstances*

District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



## Oceano Community Services District

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

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

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**Date:** April 10, 2019

**To:** Board of Directors

**From:** Paavo Ogren, General Manager

**Subject:** **Agenda Item #9B:** Discussion of an update on recreational services at the Oceano Community Center and provide Board direction as deemed appropriate.

### Recommendation

It is recommended that your Board discuss an update on recreational services at the Oceano Community Center and provide Board direction as deemed appropriate.

### Discussion

Staff has been communicating with Lucia Mar Unified School District (LMUSD) staff on the use of the Oceano Community Center (OCC), as allowed in the "Option to Lease" agreement that was assigned from the Oceano Community Center, Inc. to Lucia Mar Unified School District in September 2008. Attached is an excerpt from the lease that provides the District with the contractual right to use the OCC, which serves primarily as a gymnasium, for 10 hours per month and up to 120 hours per year, for recreational activities.

Based on discussions with the LMUSD staff, charges may apply for evenings and weekends when a custodian is brought in on overtime. The OCC's calendar can be viewed at <https://www.luciamarschools.org/apps/pages/OCC>. All groups listed on the calendar are paid groups and several have contracts that extend beyond the LMUSD's fiscal year of July 1 to June 30 for scheduling. The OCC has suggested that other local groups would like to see the OCC host weekend hours and they advise bringing the discussion to the LMUSD School Board for consideration if desired by the District. The small Board Room at the OCC is primarily reserved by and used for Adult Education programs, however, it may also be available for use by the District.

Lastly, attached is the application for use of the OCC received from LMUSD. Discussion of its terms and fees relating to the District's use will help staff with next steps based on Board direction.



### **Other Agency Involvement**

Lucia Mar Unified School District – Oceano Community Center

### **Financial Considerations**

Based on the fee schedule included in the LMUSD Recreational Use Application, the value of free use for the District is \$20 - \$70 per hour, or \$200 - \$700 per month. The fee savings would be partially or entirely offset by the costs incurred by the District in administering a program.

### **Results**

Offering additional events, courses and outreach for citizens helps build a better community.

Attachments:

- Lease Agreement (EXCERPT ONLY)
- OCC Application for Recreational Use

**23. Lessor's Reservations**

Lessee shall make the recreational improvements available to the Oceano Community Services District at a reasonable time and subject to reasonable rules and regulations during such time when it is not otherwise in use for a bonafied community recreational activity. The Oceano Community Service District shall not be required to pay any fees or charges for the use of the premises up to a maximum of 120 hours per year (10 hours per month). If the Oceano Community Service District's use of the recreational improvements exceeds 120 hours per any calendar year, the Oceano Community Service District shall reimburse Lessee for the pro rata actual costs of operating the recreational improvements used by the District based upon the amount of hours of Oceano Community Service District use in excess of 120 hours compared to the total hours the recreational improvements are in use.



**Lucia Mar Unified School District (LMUSD)**

**OCEANO COMMUNITY CENTER (OCC)**

1425 19th Street • Oceano, CA 93445 • (805) 474-3900

<http://www.luciamarschools.org/>

**RECREATIONAL (SPORTING) USE  
FACILITY APPLICATION AND SERVICES CONTRACT**

*For Facility Use through June 30, 2019*

**RESERVATION REQUIREMENTS**

**Application Completion/Submission:**

1. Type or write *legibly* – if we cannot read it, it will be returned to you for resubmittal. Because of the difficulty in reading faxes, please submit original application by mail or hand deliver.
2. Be clear on dates and times. Use extra applications if necessary or attach a sheet of paper with dates and times if you are booking more than one event.
3. A \$15.00 nonrefundable Application Fee is due and payable with the submission of each application.
4. The General Liability insurance requirement for use of LMUSD (hereinafter referred to as “District”) facilities is as follows: \$1,000,000\* per occurrence covering personal injury, bodily injury, and property damage. The insurance must be written on an occurrence basis and shall be stated on the certificate with current coverage dates. A copy of your certificate of liability insurance, **naming Lucia Mar Unified School District, its officers, agents, and/or employees as ADDITIONAL INSURED**, must be attached to each application. [\*Note: District reserves the right to request a higher liability amount (\$1.5 million to \$2.0 million) dependent upon the applicant’s stated purpose of facility and/or equipment use. Any higher amounts will be negotiated prior to the approval of any facility application for use or services contract.]

A copy of liability insurance must be attached with each application. If not, it will be returned for resubmittal. If you believe you will be submitting additional applications throughout the year, please make copies of the certificate of insurance to attach with each application.

5. For non-profit status, a letter from the State of California or the IRS is necessary with the submission of each application. Proof of non-profit status is required to secure the direct cost rate. Again, if you believe you will be submitting additional applications throughout the year, please make copies of the non-profit information to attach to each application.
6. A 48-hour cancellation notice is required for all cancellations, otherwise cancellations and no-shows will be billed the full contract amount. Prepaid events will not be refunded without 48 hours cancellation notice. Contact Barbara Dean, Secretary, regarding cancellations, (805) 474-3900, email [barbara.dean@lmusd.org](mailto:barbara.dean@lmusd.org) and/or Wendy Bruse, Director of Special Programs, (805) 474-3000x1107, email [wendy.bruse@lmusd.org](mailto:wendy.bruse@lmusd.org).
7. District reserves the right to determine whether support staff is necessary.









# OCEANO COMMUNITY CENTER FEE SCHEDULE

(Subject to administrative adjustments as needed)

## HOURLY RATES FOR USE OF FACILITIES

FACILITY	DIRECT COST PER HOUR	FAIR RENTAL COST PER HOUR
<b>GYMNASIUM – RECREATIONAL USE (includes mens/womens restrooms)</b>		
Monday-Friday	\$ 30.00	\$ 35.00
Saturday, Sunday, Holiday	\$ 65.00 *	\$ 70.00 *
Volleyball	\$ 35.00 set-up fee	
<i>*Includes mandatory custodial support costs.</i>		
<b>BOARDROOM (includes 1 adjacent restroom)</b>		
Monday-Friday	\$ 15.00	\$ 20.00
Saturday, Sunday, Holiday	\$ 50.00 *	\$ 55.00 *
<i>*Includes mandatory custodial support costs.</i>		
<b>PARKING LOT only (no building access)</b>		
Monday-Sunday	\$ 10.00	\$ 15.00
<b>BACK GRASS AREA only (no building access)</b>		
Monday-Sunday	\$ 5.00	\$ 10.00
<b>*KITCHEN (includes kitchen restroom)</b>		
Monday-Friday	\$ 25.00	\$ 30.00
Saturday, Sunday, Holiday	\$ 60.00 **	\$ 65.00 **
<i>*If food is being prepared AND sold at your event in our kitchen, we require someone with ServSafe® certification.</i>		
<i>**Includes mandatory custodial support costs.</i>		
<b>CUSTODIAN</b>	<b>\$ 35.00</b>	<b>\$ 35.00</b>
<b>**4 hour minimum use fee on weekends and holidays**</b>		
<b>TRASH</b>	<b>\$ 50.00 flat fee</b>	<b>\$ 50.00 flat fee</b>

**NOTE: CHARGES MAY BE CHANGED ADMINISTRATIVELY TO REFLECT SUBSTANTIAL INCREASES IMPOSED BY UTILITY COMPANIES OR OTHER SIGNIFICANT INCREASES.**

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## **RULES AND REGULATIONS GOVERNING THE USE OF BUILDINGS AND GROUNDS FOR NON-SCHOOL PURPOSES**

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(Warning: Use of steroids to increase strength or growth can cause serious health problems. Steroids can keep teenagers from growing to their full height; they can also cause heart disease, stroke, and damaged liver function. Men and women using steroids may develop fertility problems, personality changes, and acne. Men can also experience premature balding and development of breast tissue. These health hazards are in addition to the civil and criminal penalties for unauthorized sale, use, or exchange of anabolic steroids.)

1. Completed forms shall be returned to the Oceano Community Center office. A copy of the contract will be mailed to the applicant after official action has been taken on the request.
2. Use of buildings, grounds, and equipment for non-school purposes shall comply with the California Education Code, Sections 38130 through 38138. Use under the Civic Center Act is available only to parent-teacher organizations, character building organizations, and groups or clubs of citizens formed for recreational, educational, political, economic, artistic or moral activities. No concessions will be allowed, except as authorized in the agreement approving the activity and the use of facilities. Smoking, alcohol, and drugs are not permitted on the grounds of the Oceano Community Center. The applicant is responsible for carrying this out.
3. The applicant shall not be affiliated with any group, society, or organization which has as its object the overthrow of the present form of government of the United States or of the State of California by force, violence, or other unlawful means. All groups shall be under the supervision of someone at least 21 years of age.
4. No person at any meeting in a school building shall be permitted to utter remarks, sing songs, or distribute literature of a seditious nature or tending to incite unlawful resistance to or the overthrow of the government of the United States, the government of the State of California, or of any of the subdivisions of either by force, violence, or any other unlawful means.
5. All requests shall be denied where the proposed use is inconsistent with the proper and regular use of the facilities or where the purpose of the meeting would constitute a clear and substantial threat to order or the efficiency of the schools.
6. All permits will be issued for specific rooms and for specific hours. It shall be the responsibility of the organization to see that the unauthorized portions of the building are not defaced and that the premises are vacated as scheduled. All properties not belonging to the schools must be moved after the event or on the next day at the latest, upon approval.
7. The applicant will be responsible for informing Oceano Community Center staff about the equipment needed, the opening of the building, etc., at least one week before the use of any school facilities. No equipment or furniture shall be moved except as noted in approved floor plan that accompanies the rental request. Moving equipment, adjusting scenery, creating lighting effects and operating other equipment must be handled by District staff. The use of decorations must be approved in advance of the event and noted on the floor plan.
8. School premises must be clean and orderly at the conclusion of each activity. No writing or mutilation of the walls, scenery or other equipment will be allowed. The applicant will be held responsible for any damage. If any District property is damaged, the user may be charged for the damages. The Superintendent or designee is authorized to cancel an activity should he/she determine that the applicant's use would damage district facilities beyond normal wear and tear.
9. The General Liability insurance requirement for use of LMUSD facilities is as follows: \$1,000,000 per occurrence covering personal injury, bodily injury, and property damage. The insurance must be written on an occurrence basis and shall be stated on the certificate, coverage dates must be current, and the **Lucia Mar Unified School District, its officers, agents, and/or employees must be named as ADDITIONAL INSURED**. The Board of Education, Superintendent, or designee reserves the right to revoke any permits granted without liability should such action be deemed necessary or desirable.

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**STATEMENT OF INFORMATION**

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The undersigned states that, to the best of his/her knowledge, the school property of use which application is hereby made will not be used for the commission of any act intended to further any program or movement, the purpose of which is to accomplish the overthrow of the government of the United States by force, violence, or other unlawful means.

That (*individual/organization*) \_\_\_\_\_, whose behalf he/she is making application for use of the school property, does not, to the best of his/her knowledge, advocate the overthrow of the government of the United States or of the State of California by force, violence, or other unlawful means and that, to the best of his/her knowledge, it is not a communist-action organization or communist-front organization required by law to be registered with the Attorney General of the United States. This statement is made under the penalties of perjury.

The Governing Board may require the furnishing of such additional information as it deems necessary to make the determination that the use of school property for which application is made would not violate Section 38135 of the Education Code.

Any person applying for the use of school property on behalf of any society, group, or organization shall be a member of such application group and, unless he/she is an officer of such group, must present written authorization from such application group to make such application.

The Governing Board of any school district, may in its discretion, consider any statement of information or written authorization made pursuant to the requirements of this section as being continuing in effect for the purposes of this section for the period of one year from the date of such statement of information or written authorization.

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**HOLD HARMLESS AGREEMENT AND COVENANT NOT TO SUE**

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I, (individual/organization) \_\_\_\_\_, hereinafter referred to as "Undersigned," being permitted to use facilities owned or controlled by the Lucia Mar Unified School District, hereinafter referred to as "District," for personal purposes, between the dates listed on application form do hereby covenant and agree that the District, their officers, employees, agents, members or representatives shall not be liable for any loss, damage, injury or liability of any kind to any person or property caused by or arising from any undersigned's use of the facilities, pursuant to the restrictions and limitations of Education Code Section 38133

Notwithstanding anything to the contrary herein contained and irrespective of any insurance carried by the District, the Undersigned agrees to protect, indemnify, covenant not to sue and hold the above enumerated entities harmless from any and all damages or liabilities of whatsoever nature arising out of or in connection with the use of facilities, pursuant to the restrictions and limitations of Education Code Section 38131.

***My signature below indicates that I have read and will comply with all of the above.***

Signed \_\_\_\_\_

Dated \_\_\_\_\_



## Oceano Community Services District

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

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

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**Date:** April 10, 2019

**To:** Board of Directors

**From:** Paavo Ogren, General Manager

**Subject:** **Agenda Item #9C:** Consideration of the March 2019 "Take Action Brief" prepared by the California Special Districts Association and Assembly Constitutional Amendment 1 (Aguiar-Curry) and Board direction on sending letters of support or opposition on proposed legislation

### Recommendation

It is recommended that your Board review and consider the attached correspondence on proposed legislation and provide direction on letters of support or opposition on proposed legislation.

### Discussion

The District is a member of the California Special Districts Association (CSDA), which provides a variety of programs including education and training. CSDA also tracks proposed legislation, which at this time of year, helps those agencies that choose to provide letters of support or opposition.

Attached is the March 2019 "Take Action Brief" that provides a summary of proposed legislation. In addition, a summary of Assembly Constitutional Amendment 1 (ACA 1) is also included.

Draft letters can be obtained from CSDA for District use on proposals that CSDA supports or opposes. An example letter is included for ACA 1.

### Other Agency Involvement

N/A

### Financial Considerations

N/A



# Oceano Community Services District

Board of Directors Meeting

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## Results

Considering proposed legislation supports a well governed community.

### Attachments:

- March 2019 "Take Action Brief" by the California Special Districts Association
- Summary of ACA 1 from the Office of Assembly member Aguiar-Curry, 4<sup>th</sup> Assembly District
- Draft support letter for ACA 1



# TAKE ACTION BRIEF

## March 2019

Prior to the State Legislature’s February 22 deadline to introduce legislation for consideration in 2019, legislators introduced a total of 2,576 bills. That represents a record number of new bills and a record number of “spot” bills that only provide limited details about the bill’s specific topic or intent. CSDA is currently in the process of reviewing each bill and will be working with our Legislative Committee to adopt positions on legislation that impacts special districts. As we continue to review bills and track amendments to “spot” bills, we encourage you to stay up to date and be ready to take action for your district by responding to our *Calls to Action*.



### Inside this edition of the Take Action Brief:

- Bill Aimed at Reducing Public Records Act Lawsuits.....2
- Multiple Accessory Dwelling Unit Bills Introduced Before Deadline.....4
- Redevelopment Revival with a Twist.....5
- Bill Introduced to Update Sexual Harassment Prevention Training Requirements.....7
- California Supreme Court Leaves Pension Rule Undisturbed.....8
- New Timeline for 2019 Student Video Contest.....9
- Learn More, Utilize Resources, Join Today, and Stay Informed.....10

### Contact a local CSDA representative near you!

Dane Wadlé  
 Colleen Haley  
 Cole Karr  
 Steven Nascimento  
 Chris Palmer

Northern & Sierra Networks  
 Bay Area Network  
 Central Network  
 Coastal Network  
 Southern Network

[danew@csda.net](mailto:danew@csda.net)  
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[chrisp@csda.net](mailto:chrisp@csda.net)



## ➤ GOVERNANCE AND ACCOUNTABILITY

CSDA's long range policy priority on governance and accountability is to enhance special districts' ability to govern as independent, local government bodies in an open and accessible manner. Encourage best practices that avoid burdensome, costly, redundant, or one-size-fits all approaches. Protect meaningful public participation in local agency formations, dissolutions, and reorganizations, and ensure local services meet the unique needs, priorities, and preference of each community

### Bill Aimed at Reducing Public Records Act Lawsuits

CSDA is supporting the efforts of Senator Ben Hueso (D-San Diego), who has introduced [SB 615](#) to reduce the number of serial lawsuits associated with the California Public Records Act (CPRA). According to the author, and as we've heard from some of our own members, public agencies are increasingly becoming the targets of serial litigants that are abusing the CPRA. SB 615 addresses this issue by requiring potential litigants to meet-and-confer with public agencies regarding their CPRA request denials prior to filing litigation.

The CPRA was created in 1968 to ensure the public can access information concerning the conduct of state and local agencies. The public has a right to publicly held documents. However, the CPRA also properly recognizes that there are some instances when the public good is better served by not disclosing certain documents, such as the private information of residents, details of critical infrastructure, or details of ongoing litigation.

When records are not disclosed, the CPRA grants records requesters the ability to sue public agencies to ensure the public's right to records. Should an agency have improperly withheld any documents requested, the public agency must pay the court and attorney's fees of the plaintiff. The attorney's fees penalty can be quite costly and has been an effective tool in encouraging agencies to comply with CPRA requests.

Unfortunately, this penalty has been used by unscrupulous individuals to shake down public agencies for public dollars. Some CPRA requesters ask for voluminous amounts of records and, if any of the records requested were denied, they immediately file suit rather than work with the public agency to determine if records were improperly withheld from disclosure.

SB 615 looks to end this abusive practice by requiring a CPRA requester to meet and confer in good faith with the agency in an attempt to informally resolve each issue before instituting any proceeding for injunctive or declarative relief or writ of mandate.

If you believe your agency has been the victim of this type of serial litigation, or if you are aware of another district that has been, please share your story with CSDA Senior Legislative Representative Dillon Gibbons at [dillong@csda.net](mailto:dillong@csda.net).

### CSDA is Sponsoring Important Governance Legislation:

#### [AB 510 \(Cooley\)](#) Video Monitoring records Retention Modernization - **SPONSOR**

This CSDA sponsored bill will allow special districts, cities, and counties to adopt record retention policies for routine video monitoring recordings as well as radio and telephone recordings that differ from the current standard of one-year for video recordings and 100-days for radio and telephone recordings. If an agency does not adopt their own policies, then the current standard applies. This change in law will allow agencies to save money on unnecessary data storage costs.

#### [SB 287 \(Nielsen\)](#) Commission on State Mandates: Test Claim Filing Deadline - **SPONSOR**

A CSDA sponsored bill, this would align the test claim filing period at the Commission on State Mandates (COSM) with the fiscal year rather than the calendar year. Recent regulatory changes at the COSM were changed to have the test claim filing deadline to track with the calendar year to align with the Government



# TAKE ACTION BRIEF

Code, even though the filing time that tracked with the fiscal year had been out of compliance with the Government code for over a decade. The change resulted in a six-month reduction in filing time for agencies to submit an accurate claim to the COSM. This bill aligns the Government Code with the previous fiscal year deadline so that claims can be filed no later than 12 months following the effective date of a statute or executive order, whichever is later. For purposes of filing a test claim based on the date of incurring increased costs, “within 12 months” would mean by June 30 of the fiscal year following the fiscal year in which increased costs were first incurred by the test claimant.





## ➤ INFRASTRUCTURE, INNOVATION, AND INVESTMENT

CSDA's long range policy principal regarding infrastructure, innovation, and investment is to encourage prudent planning for investment and maintenance of innovative long-term infrastructure. CSDA supports the development of fiscal tools and incentives to assist special districts in their efforts to meet California's changing demands, ensuring the efficient and effective delivery of core local services.

### Multiple Accessory Dwelling Unit Bills Introduced Before Deadline

The Legislature is taking a hard look at local policies on land use and accessory dwelling units (ADUs) in 2019. Developers and housing advocates have pushed ADU construction as an answer to California's affordable housing crisis. ADUs can be considered infill development and do not require opening new land for housing, an advantage for policy makers confronting local "NIMBY" (not in my backyard) movements.

This year, there are seven bills on ADU policy that impact special districts. The bills focus on promoting ADU construction with a combination of slashing local development fees on ADUs, reducing timeframes for ministerial approval of new units, and restricting local agencies' ability to place requirements on ADUs for parking and other considerations.

A further three bills were introduced that would open up surplus public land for affordable housing development. This legislation would make it harder for local agencies to lease land reserved for their future needs.

[SB 4 \(McGuire and Beall\)](#) – **WATCH** – Contains a package of laws aimed to reduce local discretion for permitting infill housing development. Relevant to special districts, the bill includes a ban on impact fees, except connection and capacity charges for sewer, water, and electrical infrastructure, for "neighborhood multifamily" developments. The bill defines neighborhood multifamily developments to include up to a four-unit building in urban communities or up to a duplex in non-urban communities. SB 4 would prevent park and fire districts from collecting impact fees on these developments.

[SB 13 \(Wieckowski\)](#) – **WATCH** – A spot bill that declares the intent of the Legislature to remove obstacles to construction of accessory dwelling units (ADUs), including developer impact fees. This bill will likely be similar to SB 831 (Wieckowski, 2018) which would have banned developer impact fees on ADUs. SB 831 died in Assembly Local Government Committee. CSDA opposed SB 831.

[AB 68 \(Ting\)](#) – **WATCH** – Establishes restrictions on what limitations local agencies can place in an ordinance on accessory dwelling units (ADUs), including limitations on minimum lot size, lot coverage, and floor area ratio. Requires local agencies to ministerially approve permits for new ADUs within 60 days instead of 120 days. Prohibits capacity and connection fees on ADUs or junior ADUs that are substantially within the existing space of a single-family dwelling or accessory structure, including reconstruction of an existing space with substantially the same physical dimensions as the existing accessory structure. This bill is substantially similar to AB 2890 (2018, Ting), which died in Senate Appropriations. CSDA removed opposition to AB 2890 after amendments were taken to remove language banning developer impact fees on ADUs. AB 68 contains language that prohibits capacity and connection fees on ADUs or junior ADUs that are "substantially" within the existing space of a single-family dwelling or accessory structure, including, but not limited to, reconstruction of an existing space with "substantially" the same physical dimensions as the existing accessory structure. This is an expansion of the exemption previously established in 2016 under SB 1069 (Wieckowski).

[AB 670 \(Friedman\)](#) – **WATCH** – A spot bill related to ADU ordinances.

[AB 671 \(Friedman\)](#) – **WATCH** – A spot bill related to ADU ordinances.

[AB 1074 \(Diep\)](#) – **WATCH** – Creates a \$4 billion bond for ADU construction.



# TAKE ACTION BRIEF

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[AB 1585 \(Boerner Horvath\)](#) – **WATCH** – A spot bill related to ADU ordinances.

[AB 1164 \(Gloria\)](#) – **WATCH** – AB 1164 is a spot bill related to the disposal of surplus land.

[AB 1290 \(Gloria\)](#) – **WATCH** – AB 1290 is a spot bill related to the disposal of surplus land.

[AB 1486 \(Ting\)](#) – **OPPOSE UNLESS AMENDED** – Requires special districts to offer a right of first refusal to affordable housing developers, school agencies, and park agencies before putting their land out to lease. These provisions leave special districts unable to enter leases to protect their land from development or preserve it for future use. The bill also requires agencies to offer the right of first refusal before conducting any formal or informal negotiations. Additionally, the definition of surplus land is expanded to include any land held by a public agency, rather than land designated as surplus by the agency. AB 1486 is substantially similar to AB 2065 (Ting, 2018), which CSDA opposed. AB 2065 was held in Assembly Appropriations Committee.

For more information, please contact CSDA Legislative Representative Rylan Gervase at [rylang@cdda.net](mailto:rylang@cdda.net).



## ➤ REVENUE, FINANCES, AND TAXATION

*CSDA's long range policy priority on revenue, finances, and taxation is to ensure adequate funding for special districts' safe and reliable core local service delivery. Protect special districts' resources from the shift or diversion of revenues without the consent of the affected districts. Promote the financial independence of special districts and afford them access to revenue opportunities equal to that of other types of local agencies.*

### Redevelopment Revival with a Twist

Confronting California's housing and homelessness issues has taken center stage in Sacramento. While the state budget is sound, including billions in new monies statewide to tackle these issues, there is an interest in renewing the redevelopment agencies (RDAs) that were dissolved in 2012.

With Governor Jerry Brown, who dissolved RDA, retired and a Governor Gavin Newsom taking the reins, legislators are floating many variations on this theme. Most bills stop just short of traditional redevelopment. But, in a new twist, many of this year's measures attempt to spend the proceeds of the former RDAs on redevelopment rather than pay off the debts of the RDA successor agencies. Since RDAs were dissolved, it has been up to the RDA successor agencies to manage the obligation and outstanding debt until it is resolved. Many still owe from bonds passed prior to the dissolution of RDAs. Some would argue this only prolongs the loss of tax increment available to local government.

Some of the measures we are currently tracking on this topic include:

[AB 11 \(Chiu\)](#) **Community Redevelopment Law of 2019** - Picks up where [AB 3037](#) (Chiu, 2018) left off. This measure would reconstitute RDA's but contemplates a "pass-through" provision to make special districts whole. CSDA is still working with stakeholders and the author to make sure that should such a measure pass that its pass-through provision provides accountability and the mechanics and timelines to be useful.

[AB 411 \(Stone\)](#) **Redevelopment: City of Santa Cruz: bond proceeds: affordable housing** - Allows the city of Santa Cruz RDA Successor agency to spend bond proceeds on housing, rescheduling the eventual payoff of existing debts.

[AB 1437 \(Chen\)](#) **Community redevelopment: paramedic tax funds** – Spot bill introduced "to enact legislation that would revert tax revenues collected to fund paramedics that are currently being used for redevelopment."

[AB 1701 \(Cervantes\)](#) **California Infrastructure and Economic Development Bank: economic development facilities: redevelopment agencies** - Envisions financing through the existing California Infrastructure and Economic Development Bank (I-Bank) by agreement with a redevelopment agency, should RDAs be revived.

[SB 532 \(Portantino\)](#) **Redevelopment: bond proceeds: affordable housing** - Allows RDA successor agencies to use bond proceeds for housing rather than the cancellation of existing debt on the open market.

CSDA will continue to monitor and engage on these measures to ensure that special districts voices are heard. If you have any feedback, questions, or comments please contact Legislative Representative Anthony Tannehill at [anthonyt@cda.net](mailto:anthonyt@cda.net)



## ➤ HUMAN RESOURCES AND PERSONNEL

CSDA's long range policy priority on human resources and personnel is to promote policies related to hiring, management, and benefits and retirement that afford flexibility, contain costs, and enhance the ability to recruit and retain highly qualified, career-minded employees to public service. As public agency employers, support policies that foster productive relationships between management and employees, both represented and non-represented.

### Bill Introduced to Update Sexual Harassment Prevention Training Requirements

Last year Governor Jerry Brown sign [SB 1343 \(Mitchell, 2018\)](#) into law which established new requirements for providing sexual harassment prevention training to all employees. The intent of the law is to require all employers, public or private, with 25 or more employees to provide, at a minimum, one-hour of sexual harassment prevention training to all employees and at least two-hours of training for supervisorial employees at least every two years. The bill requires employers to provide this training by 2020 and at least every other year after that. New employees hired after January 1, 2020 would need to receive the training within six months of being hired.

However, because of the specific language in the legislation, a [California Department of Fair Employment and Housing FAQ](#) states that the bill requires training both by January 1, 2020 and in 2020. That means all employees must be trained by 2020, either in 2018 or 2019, but for those employees trained in 2019, they would receive back-to-back years of training in 2019 and 2020 instead of in 2019 and again in 2021 and every other year after that. This back-to-back years of training was not the intended result of SB 1343, so the Legislature has introduced [AB 778](#) to this issue.

[AB 778](#) authored by the Senate Labor Public Employment and Retirement Committee is intended to allow all employees that receive sexual harassment prevention training in 2019 to not be required to take the training again until 2021. This will allow our special districts to save money on training while still ensuring employees receive proper sexual harassment prevention training.

### Important Governance Legislation to Follow:

#### [SB 142 \(Wiener\)](#) Employees: lactation accommodation - **OPPOSE**

Requires all employers, including public agencies, to install lactation facilities in newly constructed workplaces and in tenant upgrades that cost more than \$1 million and are larger than 15,000 square feet. The lactation facilities need to be at least 50 square feet, contain an electrical outlet, with an additional outlet for a refrigerator where possible, provide access to a sink with hot and cold water, have a door with a lock that can be locked from the inside and contain a place to sit as well as an area to place lactation equipment.

The number of lactation facilities prescribed by the legislation is based on the number of employees, starting at one facility for employers with 50 or more employees and ranging up to 11 facilities for employers with 4,000 employees at a workplace, with an additional facility required for every 999 additional employees. The facilities must be within close proximity to employees' workstations and no more than two floors away from employees at multilevel workplaces. While the bill applies to all employers, those employers with fewer than 50 employees may be exempt from the requirements if they can demonstrate that the requirements pose an undue hardship.

#### [AB 589 \(Gonzalez\)](#) Employment: unfair immigration-related practices – **OPPOSE UNLESS AMENDED**

This bill, similar to AB 2732 (Gonzalez Fletcher, 2018) vetoed by Governor Brown, requires employers to provide all new hires with a copy of the "workers' bill of rights," which will be created by the Department of Industrial Relations, that must be signed by the employee, a copy of the signed document provided to the employee, with a copy of the signed document retained by the employer for 3 years. A failure to comply with the requirements of the bill is a misdemeanor and may result in a fine of up to \$10,000. CSDA would like the bill amended to exempt public agencies from the requirements of the bill.



## ➤ LEGAL ADVOCACY

*CSDA is the leading legal advocacy voice for all special districts regarding public policy in California and actively tracks and reviews cases of significance affecting special districts in state and federal courts. Under the guidance of CSDA's Legal Advisory Working Group, CSDA files amicus briefs and opines on court cases when appropriate.*

### California Supreme Court Leaves Pension Rule Undisturbed

In a much-anticipated decision, the Supreme Court of California held that the opportunity to purchase additional retirement service (ARS) credit by current members of the California Public Employees' Retirement System (CalPERS) is not a constitutionally protected vested right. The case, *Cal Fire Local 2881 et al. v. CalPERS*, was considered to have the potential to address the key question of whether employers can alter "core pension rights" in their contracts.

Ultimately, the court declined to tangle with the "California Rule," which are past court decisions that have protected public worker pensions from being reduced without new benefits in exchange for the loss of income. It held that the right to purchase ARS (or "air time") is not a right protected by the contract clause of the constitution, and therefore the opportunity to purchase ARS credit could be altered or eliminated at the discretion of the Legislature.

**It is important to note that this decision does not alter the rights of employees that have already purchased air time credit.**

Beginning in 2003, many public employees were granted the opportunity to purchase up to five years of air time by making appropriate payments to their pension fund. Participating employees could therefore receive pension benefits calculated on the basis of up to five years' more public employment than they actually worked. In 2012, PEPPRA (the Public Employee Pension Reform Act) effectively repealed the statute granting public employees the opportunity to purchase ARS credit, although it did not alter the rights of employees who had already purchased such credit.

*Cal Fire Local 2881* joined other parties to sue in an effort to reinstate the perk, arguing that the right to purchase air time could not be withdrawn without breaking the California Rule. Two issues were presented to the California Supreme Court: the first was whether the opportunity to purchase ARS credit was a "vested right" — a right protected by the constitutional contract clause. The second issue, which would arise only if the opportunity to purchase ARS credit is entitled to constitutional protection, is whether the Legislature's elimination of that benefit in PEPPRA constituted an unconstitutional impairment of public employees' vested rights. The court affirmed the decisions of the trial court and the Court of Appeal, concluding that the opportunity to purchase ARS credit was not a right protected by the contract clause.

The court found no indication in the statute conferring the opportunity to purchase ARS credit that the Legislature intended to create contractual rights, and said "[f]urther, unlike core pension rights, the opportunity to purchase ARS credit was not granted to public employees as deferred compensation for their work, and here we find no other basis for concluding that the opportunity to purchase ARS credit is protected by the contract clause."

The court made clear its intention to steer clear of addressing the California Rule, stating in the opinion authored by Chief Justice Tani Cantil-Sakauye, "...we have no occasion in this decision to address, let alone to alter, the continued application of the California Rule."

For more information about this decision, contact Legislative Analyst – Attorney Mustafa Hessabi at [mustafah@csda.net](mailto:mustafah@csda.net).



## ➤ DISTRICTS MAKE THE DIFFERENCE

*Districts Make the Difference* was created to increase public awareness and understanding of special districts across California. The campaign website, [www.districtsmakethedifference.org](http://www.districtsmakethedifference.org) provides a public place to learn more about special districts and the positive effect they have on their communities, while also serving as a resource for districts to download useful materials, collateral, and information.

### New Timeline for 2019 Student Video Contest

Districts Make the Difference is excited to announce changes to the upcoming submission period for the 2019 Student Video Contest. This year, the submission period has been extended! High school and college students now have from **May 1 to September 30** to submit a short video highlighting how special districts make the difference in California.

It's never too early for students to start working on their videos starring special districts. Students are encouraged to be as creative as possible when making their 60-90 second videos. That's correct, the length of the videos has also been extended! Students can now create videos up to 90 seconds long.

Do you know a student who may be interested? Do you know a teacher, principal, superintendent, or school board member that can help promote the contest? Spread the word!

Promotional material including a flyer and the social media graphic below are available on the Districts Make the Difference website at [www.districtsmakethedifference.org/video-contest](http://www.districtsmakethedifference.org/video-contest).

The video contest is a great opportunity to engage with students in your community and promote the important work and essential services your district provides. Watch the 2018 winning videos on the [Districts Make the Difference website](http://www.districtsmakethedifference.org).





# TAKE ACTION BRIEF

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## ➤ OTHER WAYS TO TAKE ACTION

### Learn More

Want to attend a free conference? On Tuesday, March 26, SDRMA will host Spring Education Day in Sacramento, CA. This conference provides free training and information regarding coverages, online training programs, technology, and many valuable MemberPlus Services™. In addition, they also conduct their annual membership meeting at the beginning of the program.

If that is not enough already, SDRMA members who attend Spring Education Day are eligible to earn credit incentive points (CIPs) to reduce their annual contribution for both Property/Liability and Workers' Compensation Programs. This conference is FREE to SDRMA and CSDA members. Additional fee to CSDA members for Governance Foundations workshop on this day. Click [here](#) for more information and to register.

### Utilize Resources

There are dozens of jobs posted in CSDA's online [Career Center](#). With a focus on special district and local government professions, the Career Center provides targeted opportunities for both employer and job seeker. CSDA members can get \$25 off single 30-day or 45-day online job postings with the promo code MAR19. Valid March 1-April 1, 2019.

### Join Today

Join an Expert Feedback Teams to provide CSDA staff with invaluable insights on policy issues. Email [marcusd@cstda.net](mailto:marcusd@cstda.net) to inquire about joining one of the following teams:

- Budget, Finance and Taxation
- Environment
- Formation and Reorganization
- Human Resources and Personnel
- Governance
- Public Works and Contracting

### Stay Informed

In addition to the many ways you can **TAKE ACTION** with CSDA's advocacy efforts, CSDA offers a variety of tools to keep you up-to-date and assist you in your district's legislative and public outreach. Make sure you're reading these resources:

- CSDA's weekly e-Newsletter
- Districts in the News
- CSDA's CA Special District Magazine

Email [advocacy@cstda.net](mailto:advocacy@cstda.net) for help accessing these additional member resources.



**SUMMARY**

ACA 1 will lower the necessary voter threshold from a two-thirds supermajority to 55 percent to approve local general obligation (GO) bonds and special taxes for affordable housing and public infrastructure projects.

ACA 1 is targeted to the urgent needs of local communities. This measure gives local governments a more realistic financing option to fund an increase in the supply of affordable housing, and to address the numerous local public infrastructure challenges cities, counties, and special districts are facing.

**BACKGROUND**

The California Constitution requires a two-thirds vote at the local level for both GO bonds and special taxes, regardless of what the city, county, or special district proposes to use the funds for.

However, local school districts must only achieve 55 percent voter approval for school bonds to fund the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of schools, or the acquisition or lease of real property vote (Proposition 39, 2000).

From 2001 to 2013, over 2,200 local revenue measures have been placed before voters concerning school, city, county, or special district taxes or bonds. Majority vote tax measures have proven to be much more likely to pass, while just half of two-thirds vote measures succeeded. School bonds with a 55 percent have been the most successful, with four out of every five passing. In contrast, just half of two-thirds vote measures succeeded. A 55 percent voter threshold for special taxes would have made a dramatic difference. Nearly 80 percent of all two-thirds supermajority measures garnered more than 55 percent of “yes” votes.

**1) AFFORDABLE HOUSING NEED**

According to the Department of Housing & Community Development (HCD), in the last 10 years California has built an average of 80,000 homes per year, while the need to keep up with the housing need is approximately 180,000 homes per year. There is a shortfall of over one million rental homes affordable to extremely low and very low-income households.

**2) LACK OF FUNDING FOR PUBLIC INFRASTRUCTURE**

Cities, counties, and special districts face numerous challenges in securing funding for important local public infrastructure projects, including:

*Water.* Much of the state’s water supply, wastewater, and flood control infrastructure is aging. Rebuilding typically requires costly upgrades to meet increasingly high standards for water quality and infrastructure safety. In the last few decades, new mandates on managing stormwater runoff and climate change have added increased costs and heightened levels of management complexity. The water sector has historically relied heavily on locally generated revenues, which means that Proposition 13 (1978), Proposition 218 (1996), and Proposition 26 (2010), have made it increasingly difficult for local agencies to raise funds.

*Parks and Recreation.* According to the Statewide Comprehensive Outdoor Plan of 2015, 62 percent of Californians live in areas with less than 3 acres of parkland per 1,000 residents (the recognized standard for adequate parks). Additionally, 9 million people do not have a park within a half mile of their home.

*Other Local Needs.* Our local governments across the state know best what specific priorities matter most in their communities. For some, funding the costs of a new library or other public building is a means to create local engagement and encourage learning. For others, funding the expansion of broadband is a concern that can seem financially impossible. Strained public safety and emergency response resources in many regions could also benefit from much needed investment. Plus, with discussions underway in Washington D.C. about a possible federal infrastructure initiative, the ability to provide matching-dollars for federal grants is critical to being competitive for new grants.

**3) IMPACT OF TWO-THIRDS VOTER REQUIREMENT**

The California Constitution limits the opportunity for communities to decide to tax themselves to provide funding for local projects that meet goals and laws approved by the majority. One-third of local voters have the power to overrule fiscal decisions.



**THIS BILL:**

ACA 1 will lower the constitutional vote threshold to 55 percent for both GO bonds and special taxes, when proposed specifically for the construction, reconstruction, rehabilitation, or replacement of public infrastructure or affordable housing, or the acquisition or lease of real property for those purposes. The bill will also specify requirements for voter protection, public notice, and financial accountability.

In practice, local officials propose a local bond or special tax, and then the voters in that community decide whether they support the idea or not. The voters would still need to overwhelmingly (with 55 percent of the vote) support a bond or special tax in order for it to be approved. ACA 1 will level the playing field and create parity between school districts and cities, counties, and special districts, so that all local governments have a viable financing tool to address community needs.

ACA 1 defines “public infrastructure” to include:

- Projects to provide water or protect water quality, sanitary sewer, treat wastewater or reduce pollution from storm water runoff;
- Protect property from impacts of sea level rise;
- Public buildings, including fire and police facilities;
- Parks, open space and recreation facilities;
- Improvements to transit and streets and highways;
- Flood control;
- Broadband expansion in underserved areas; and,
- Local hospital construction.

ACA 1 defines “affordable housing” to include:

- Housing developments, or portions of housing development, that provide workforce housing affordable to households earning up to 150% of countywide median income; and,
- Housing developments or portions of housing developments, that provide housing affordable to lower, low, or very low-income households, as those terms are defined in state law.

This bill proposes an amendment to the California Constitution, which means that if passed by the Legislature, the proposal would then go to the ballot for voter approval during the next statewide election.

**CONTACTS:**

Angela Pontes, Assemblymember Aguiar-Curry  
[angela.pontes@asm.ca.gov](mailto:angela.pontes@asm.ca.gov)

Debbie Michel, Assembly Local Government  
[debbie.michel@asm.ca.gov](mailto:debbie.michel@asm.ca.gov)

(Your Agency's Letterhead)

[Date]

The Honorable [Your Legislator's Name]  
California State [Senate/Assembly]  
State Capitol  
Sacramento, CA 95814

Re: ACA 1 (Aguiar-Curry) – Local Government Financing - SUPPORT

Dear Assembly Member/Senator [Your Legislator's Last Name]:

On behalf of the [Name of your district], I am writing to support ACA 1 (Aguiar- Curry), which will create a new voter approved mechanism with a vote threshold of 55% to approve local general obligation (G.O.) bonds and special taxes for certain affordable housing and public infrastructure projects. [Include a brief description of your district].

ACA 1 targets the urgent needs of local communities. This measure gives local governments a more realistic financing option to fund an increase in the supply of affordable housing, and to address the numerous local public infrastructure challenges cities, counties, and special districts are facing. The California Constitution currently requires a two-thirds vote at the local level for both G.O. bonds and special taxes, regardless of the purpose a city, county, or special district is seeking those funds.

ACA 1 will provide mechanisms for cities, counties, and special districts to have a viable financing tool to help address important community needs for affordable housing and public infrastructure. Local voters would still need to overwhelmingly support a bond or special tax (with 55%) in order for it to be approved, thus protecting voters' control over how their tax dollars are spent. The bill also provides specific requirements for voter protection, public notice, and financial accountability.

*[Be sure to explain how the proposed legislation will help your community and the constituents you share with the legislator.]*

If approved by the Legislature, ACA 1 would then have to achieve voter approval during a statewide election. This would further solidify the fact that voters support this change.

Californians want to have an impact on their communities, because they know best what their families and neighbors need.

For these reasons, [District Name] is pleased to support Assembly Constitutional Amendment 1. Please feel free to contact me if you have any questions.

Sincerely,

[Your name, Title]

[Name of your district]

cc: Anthony Tannehill, Legislative Representative, California Special Districts Association  
[advocacy@cda.net]



# Oceano Community Services District

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

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

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**Date:** April 10, 2019

**To:** Board of Directors

**From:** Paavo Ogren, General Manager

**Subject:** **Agenda Item # 9D:** Discussion on timeline for amending the Five Cities Fire Authority Joint Powers Agreement and steps associated with calling for a special tax election in March 2020 with direction to staff as deemed appropriate.

## Recommendation

It is recommended that your Board discuss the timeline for amending the Five Cities Fire Authority Joint Powers Agreement and steps associated with calling for a special tax election in March 2020 with direction to staff as deemed appropriate.

## Discussion

On September 22, 2017, the Five Cities Fire Authority (FCFA) adopted a Five-Year strategic plan. The plan includes several important elements including transitioning the reserve firefighter program to full-time personnel. Since its adoption, the FCFA, OCSD and its partner agencies (the cities of Arroyo Grande and Grover Beach) have held several meetings to address funding and other aspects of implementing the Strategic Plan.

On May 23, 2018 your Board approved a Memorandum of Agreement (MOA) amending the Joint Powers of Authority Agreement (JPA), which established the Five Cities Fire Authority in 2010. The executed MOA is attached and was developed in coordination with the cities of Arroyo Grande and Grover Beach.

The MOA includes the following key components:

- Allows the initial implementation of the Strategic Plan in fiscal year 2018/19.
- Provides for "Good faith" negotiations to consider amendments to the JPA, including the funding formula and other amendments to ensure long-term implementation of the Strategic Plan.
- Stipulates that if an amended JPA is not agreed upon by April 1, 2019, then any member agency may withdraw under terms provided in the MOA.
- If more than one member cannot agree to amendments by April 1, 2019, the Five Cities Fire Authority will be terminated by December 31, 2019.
- Allows for an extension of up to six-months.



## Oceano Community Services District

Board of Directors Meeting

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The six-month extension has been approved and the deadline for JPA amendments is now October 1, 2019. Significant progress has been made. As efforts on JPA amendments continue, parallel efforts for a special tax election need to be initiated. The deadline for approving an item to place on the March 2020 ballot is October 22, 2019. The attached timeline is based on next steps discussed during the Board Meeting of March 27, 2019.

### **Other Agency Involvement**

The cities of Arroyo Grande and Grover Beach are the District's partnering agencies that formed and receive fire and emergency services from the Five Cities Fire Authority.

### **Financial Considerations**

None at this time.

### **Results**

Continuing collaborative efforts with the cities of Arroyo Grande and Grover Beach on implementing the Five Cities Fire Strategic Plan promotes the health, well-being and safety of the community.

### **Attachments:**

- Chronology of Past Board Items
- Timeline of Future Board Items



# Oceano Community Services District

Board of Directors Meeting

## CHRONOLOGY

The following table identifies the dates and agenda items that your Board has considered since the FCFA Board adopted the Strategic Plan. The table will be updated as additional District meetings occur to provide a chronology for public information.

September 22, 2017 – Five Cities Fire Authority	Five Cities Fire Authority Adopts the Five-Year Strategic Plan
November 18, 2017 – Five Cities Fire Authority	Five Cities Fire Authority Direction on phased transition of Reserve Firefighters to full time employees.
December 6, 2017	Discussion of the Five Cities Fire Authority Five-Year Strategic Plan and the November 17, 2017 agenda item on the Reserve Firefighter Program with Board direction as deemed appropriate.
January 10, 2018	Consideration of a report entitled “A Twenty Eighteen (2018) Outlook on the Fire Cities Fire Authority” and a recommendation to create an ad-hoc committee for inter-agency collaboration and related efforts.
February 13, 2018	Discussion of Five Cities Fire Authority including recent meetings with representatives of other agencies, upcoming Authority meetings, and Board direction as deemed appropriate. (No staff report)
March 28, 2018	Review, discuss and provide direction as deemed appropriate by your Board regarding the agenda item considered by the Five Cities Fire Authority at their meeting on March 16, 2018 proposing two preliminary budgets to develop the FY 2018-19 Budget.
April 25, 2018	Consideration of a Recommendation to approve a resolution Directing Approval of the Five Cities Fire Authority Budget for Fiscal year 2018/19, and discussion of related issues.
May 23, 2018	Consideration of a Recommendation to Approve a Memorandum of Agreement Amending the Five Cities Fire Authority Joint Powers of Authority Agreement with the Cities of Arroyo Grande and Grover Beach.
September 26, 2018	Update on the Five Cities Fire Authority Joint Powers of Authority Agreement and the County/Cal Fire Strategic Plan efforts and provide Board Direction as Deemed Appropriate.
March 27, 2019	Status update on amending the Five Cities Fire Authority Joint Powers Agreement and Board direction as deemed appropriate



## TIMELINE FOR CONSIDERING FIVE CITIES FIRE AUTHORITY JPA AMENDMENTS AND STEPS FOR A SPECIAL TAX ELECTION IN MARCH 2020

Board Meeting	Task
<b>April 24, 2019</b>	<ul style="list-style-type: none"> <li>• Review of statutory requirements for divestiture of services and a presentation by the Executive Director of the San Luis Obispo County Local Agency Formation Commission (LAFCo).</li> <li>• A review by legal counsel with the Board on applicable legal issues relating to elections.</li> </ul>
<b>May 8, 2019</b>	<ul style="list-style-type: none"> <li>• Review of options for special tax formulas.</li> </ul>
<b>May 22, 2019</b>	<ul style="list-style-type: none"> <li>• Review of the County report on fire and emergency services provided by special districts.</li> </ul>
<b>June 12, 2019</b>	<ul style="list-style-type: none"> <li>• Updated review of the FCFA Strategic Plan</li> <li>• Identification of other community options for fire and emergency services.</li> </ul>
<b>June 26, 2019</b>	No FCFA Agenda Items – Hearing to adopt 2019/20 Preliminary Budget
<b>July 10, 2019</b>	<ul style="list-style-type: none"> <li>• Target date for approving new FCFA funding formula</li> <li>• Multi-year updated cost estimates for the OCSD share of FCFA costs.</li> <li>• Tax analysis.</li> </ul>
<b>July 24, 2019</b>	
<b>August 14, 2019</b>	
<b>August 28, 2019</b>	No FCFA Agenda Items – Hearing to adopt 2019/20 Final Budget
<b>September 11, 2019</b>	
<b>September 25, 2019</b>	<ul style="list-style-type: none"> <li>• Last regular Board meeting to approve JPA Amendments</li> </ul>
<b>October 9, 2019</b>	<ul style="list-style-type: none"> <li>• Formal actions that must be adopted by your Board to place an item on the March 2020 ballot.</li> </ul>
<b>October 23, 2019</b>	
<b>November 13, 2019*</b>	
<b>December 11, 2019*</b>	

\* One Board Meeting in November and December due to holidays.



# Oceano Community Services District

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

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

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**Date:** April 10, 2019

**To:** Board of Directors

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

**Via:** Paavo Ogren, General Manager

**Subject:** **Agenda Item #9(E): Review of the District's Budget Status as of March 31, 2019**

## Recommendation

It is recommended that your Board review and discuss the District's budget status as of March 31, 2019 and provide direction to staff as you deem appropriate.

## Discussion

The attached worksheets have been prepared to review the status of this year's budget. They have been designed to include the following:

- ✓ Current fiscal year actual revenues and expenditures as of March 31, 2019
- ✓ Current percentage of adopted budget
- ✓ Current fiscal year adopted budget
- ✓ Chronology of Budget Actions

In reviewing the worksheets items that vary from budget can be identified. The column containing the percent of the 2018-19 budget utilized in the third quarter of fiscal year 2018-2019 illustrates that overall revenues and costs are on track to remain within budget. The following tables illustrates the budgeted, actual and estimated year-end revenues and expenses for each fund.





# Oceano Community Services District

Board of Directors Meeting

## General Fund Summary:

<b>Fund</b>	<b>2018-19 Final Budget</b>	<b>Estimated 2018-19</b>	<b>Variance Positive / (Negative)</b>
General Revenues	\$ 1,066,144	\$ 1,082,883	\$ 16,739
Fire Expenditures	1,030,790	1,023,174	7,616
Lighting Expenditures	50,443	43,280	7,163
Facilities Revenues	275,940	267,557	(8,383)
Facilities Expenditures	275,940	225,342	50,598
Equipment Revenues	29,090	29,090	0
Equipment Expenditures	29,090	10,678	9,345

## Enterprise Funds Summary:

<b>Fund</b>	<b>2018-19 Final Budget</b>	<b>Estimated 2018-19</b>	<b>Variance Positive / (Negative)</b>
Water Revenues	\$ 2,750,677	\$ 2,643,030	\$ (107,647)
Water Expenditures	3,151,923	2,738,185	418,864
Sewer Revenues	525,389	525,220	(169)
Sewer Expenditures	322,769	460,406	152,180
Garbage Revenues	131,530	117,037	(14,493)
Garbage Expenditures	122,702	75,775	46,927

Altogether, while some revenue shortfalls are anticipated, especially in the water fund due to reduced consumption during the rainy season, those revenues shortfalls are covered by expenditure savings.



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Fund – Level Detail Analysis

Expenditures:

There are a few expenses that are front loaded and paid at the beginning of the fiscal year that look as though the District has spent more than 75% of the overall budget. The front-loaded expenses are as follows:

1. Water Supply from Lopez Expense and State Water
2. CalPERS Unfunded Accrued Liability (UAL) for the Miscellaneous and Safety Plan members
3. Local Agency Formation Commission Expense (LAFCO)
4. Liability Insurance
5. Membership Expense (California Rural Water Association and California Special Districts Association)
6. Regulatory Permits and Fees (California State Water Resources Control Board)
7. Boot Allowance Expense

The utilities expense in the Water Fund appears to be running high. The expense is a result of the District pumping from the wells instead of taking State Water deliveries. The overrun in pumping costs are offset by savings in variable costs associated with State Water invoices. The District has paid the first State Water invoice of 2019. Staff brought a budget adjustment to your Board on December 12<sup>th</sup> to increase State Water costs and fund balance available by \$193,455. The \$193,455 is the amount that the County had held as a deposit for the District in the past. If the District didn't have the ability to use this deposit to offset one-time cost increases, the cost for State Water would have been over budget by \$50,000. The other half of State Water will be addressed in the fiscal year 2019-20 budget since the Department of Water Resources invoices are based on a calendar year and a portion of the costs are applicable to the period of July 1, 2019 to December 31, 2019.

Certain expenses appear to be running high in the General and Enterprise Funds, but are expected to level out by the end of the fiscal year, including the following:

1. Office Expense (General Fund) – supplies were purchased for the two new employees that were hired in February and for the Day of the Child Event.
2. Postage Expense (General Fund) - flyers were sent to the residents about the Community Outreach event.
3. Audit Expense (General Fund) – the fiscal year 2017-18 audit was completed in February.



4. Professional Services (General Fund) – updates to the District website were made to stay in compliance with the SB 272 Enterprise System Catalog.
5. Information Technology (General Fund) – a server was repaired and support with converting from the Digital West server to Microsoft 365 and shared calendars is still in process.
6. Clothing (General Fund) – the clothing providers' rates increased, and a new utilities crew member started in February.
7. Professional Services (Facilities Fund) – two planned PG&E power outages required generators and an electrical to assist with the preparation for emergency power to the Sheriff Station, Fire Station and administration building.
8. Communication & Dispatch (Water Fund) – the Verizon plan for the District was recently updated for unlimited data.
9. Maintenance on Structures/Fixed Assets (Water/Sewer Fund) – the lift station motor and Well 8 motor were repaired and replaced during the second and third quarter of the fiscal year.
10. Chemicals/ Operating Supplies (Water Fund) – while the District pumps groundwater more supplies such as chlorine are required for running the wells.
11. Lagoon Waterline (Water Fund) – the final paving of the project was completed.
12. Bad Debt (Water/Sewer Fund) - utility bills that could no longer be collected were approved to be written off at the September 26<sup>th</sup> meeting for a total of \$1,447.75 between the water and sewer funds.
13. Utilities Expense (Sewer Fund) – the lift station motor was repaired and the cost to run the station should come down in the next quarter.
14. Postage (Garbage Fund) – a postcard was sent out to all Oceano and Halcyon residents for the Fall Clean up. The total costs for the Fall Clean up came in at \$1,408. The budget adjustment made on August 29<sup>th</sup> for \$10,000 will cover the postage costs.
15. Communication & Dispatch (Garbage Fund) – the Ready 311 app renewal fees were \$450 and will also be covered by the budget adjustment for the Fall Clean Up.
16. Professional Services (Garbage Fund) – the roll off at the yard has been emptied and replaced five times this year. This is expected to increase with the hiring of the new Operator in Training/ Solid Waste Coordinator. The budget adjustment from the Fall Clean Up of \$10,000 will more than cover emptying the roll off another 10-12 times.

Lastly, the cost of litigation relating to the Santa Maria groundwater basin is increasing due to the increase in the case management conferences and motions.



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Revenues:

Certain revenues appear to be lower than the budgeted income for the third quarter. These revenues arise from the timing of the March 31<sup>st</sup> review:

1. Water and Sewer Sales – revenues related to sales are right around 76% and should be at 83% since five of the six billing periods in the year were recorded in the first three quarters of the year. Seasonally we would expect the billing cycle of January to March to be the lowest in consumption. The next cycle of March to May tends to have an increase in consumption but by studying the trends of the last four years the community continues to conserve.
2. Landfill Savings Payment – this is provided for in the franchise agreement and is a one-time annual payment from the Garbage Company.

Closely monitoring the budget in a conservative manner will help ensure remaining within budget. The 4<sup>th</sup> quarter results, as of June 30, 2019, will be provided to your Board at your second regular meeting in July 2019 with the final close out for fiscal year 2018-19.

**Other Agency Involvement**

n/a

**Other Financial Considerations**

Items that may influence the budget in the future:

1. Emergency Generator Project – a budget adjustment was approved on October 10<sup>th</sup> to fund the project through Public Facilities Fees and Grant Revenues. Public Facilities Fees exceed \$230,000 and are more than sufficient to cover project costs of \$85,000.
2. Highway One Utility Relocation Project with the County of San Luis Obispo – The utility relocation project cost estimate is \$109,868 and a budget adjustment was approved on January 25, 2017 and encumbered for this year.
3. Water main replacements along the County's asphalt overlay project- a budget adjustment of \$25,000 was made on October 24<sup>th</sup> for the design of the high priority projects -
  - a. Norswing and Pershing Water Main
  - b. Highway One Water Main



# Oceano Community Services District

Board of Directors Meeting

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## Results

Establishing good budget monitoring procedures will help ensure that the District's costs are managed in a financially prudent manner and promotes prosperous and well governed communities.

Attachments:    Budget Worksheets  
                      Chronology of Budget Actions



# GENERAL FUND



**GENERAL FUND  
REVENUE WORKSHEET  
BUDGET REVIEW AS OF 3/31/2019 - Quarter 3**

Revenues and Other Sources:	Final 2018/19 Budget	Year to Date Actual		Estimated 2018/19	Estimated Variance (Unfav)/Fav
		3/31/2019	75%		
Prop Tax: Current Secured	970,850	723,365	75%	973,709	2,859
Prop Tax: Current Unsecured	21,000	22,385	107%	21,380	380
Prop Tax: Prior Secured	0	870	0%	1,160	1,160
Prop Tax: Prior Unsecured	0	804		1,072	1,072
Unitary Taxes	14,500	8,013	55%	15,738	1,238
Penalties and Interest (From County)	0	19,734		26,312	26,312
Delinquent Chgs Prop Tax Roll: Garbage	0	956	0%	1,275	1,275
Homeowners' Prop Tax Relief	6,300	3,225	51%	6,448	148
Will Serve Letter Fee	0	1,260		1,680	1,680
Firework Permit Fees	1,540		0%	0	(1,540)
CO Collection Chg: SB2557	(15,500)		0%	(15,514)	(14)
Transfer in From Facilities Fund	20,063		0%		(20,063)
Misc Income - Health Premium Rebate	0	1,232		1,232	1,232
Misc Income - PG&E Rebate	0	1,000		1,000	1,000
<b>Encumbrance: Grant Revenue (LHMG Board Approved 4/26/2017)</b>	<b>47,391</b>	<b>0</b>	<b>0</b>	<b>47,391</b>	<b>0</b>
<b>Total Revenues</b>	<b>1,066,144</b>	<b>782,844</b>	<b>73%</b>	<b>1,082,883</b>	<b>16,739</b>



# ADMINISTRATIVE BUDGET





**ADMINISTRATIVE BUDGET  
EXPENDITURE WORKSHEET  
BUDGET REVIEW AS OF 3/31/2019 - Quarter 3**

Operations & Maintenance: Expenditure Accounts 4100		Final 2018/19 Budget	Year to Date Actual		Estimated 2018/19	Estimated Variance (Unfav)/Fav
			3/31/2019	75%		
<b>Personnel</b>						
010	Wages and Salaries	465,936	287,823	62%	383,764	82,172
020	Overtime	8,301	4,156	50%	5,541	2,760
061	PERS	53,996	38,742	72%	51,656	2,340
	PERS UAL Payment	31,683	30,576	97%	30,576	1,107
070	SUI (Unemp Ins)	2,170		0%	0	2,170
071	Medicare Employer Portion	6,436	4,512	70%	6,016	420
072	FICA	1,883	228	12%	304	1,579
075	Workers Compensation Ins	6,563	3,975	61%	5,300	1,263
090	Employee Insurances	72,000	39,452	55%	52,603	19,397
097	Cell Phone Allowance	900	675	75%	900	0
<b>Total Personnel Costs</b>		<b>649,868</b>	<b>410,139</b>	<b>63%</b>	<b>536,660</b>	<b>113,208</b>
<b>Services and Supplies</b>						
110	Communications & Dispatch	8,700	5,866	67%	7,821	879
150	Insurance (100% in Admin)	22,500	16,674	74%	22,606	(106)
170	Maint: Equipment	3,600	357	10%	476	3,124
173	Maint: Structures	10,250	4,949	48%	6,599	3,651
180	Memberships	6,581	7,240	110%	7,240	(659)
193	Bank Fees	4,500	3,174	71%	4,232	268
200	Office Expense	6,750	6,808	101%	9,077	(2,327)
210	Postage	500	1,927	385%	2,569	(2,069)
218	Audit	19,500	19,150	98%	19,150	350
220	Professional Services (AGP, Chapparel, other)	19,000	16,958	89%	22,611	(3,611)
221	Information Technology	7,500	7,030	94%	9,373	(1,873)
223	Legal Services	87,000	58,074	67%	77,432	9,568
226	Annual Software Maint.	14,000	7,851	56%	10,468	3,532
225	Board Member Stipends	18,000	6,650	37%	8,867	9,133
230	Legal Notices	2,500	223	9%	297	2,203
235	Books/Journals/Subsc	1,500	100	7%	133	1,367
241	Rents/Leases: Equip	3,000	0	0%	0	3,000
247	LAFCO	16,500	12,790	78%	12,790	3,710
248	Permits Licenses and Fees	1,000	335	34%	447	553
260	Elections Expense	5,500	549	10%	549	4,951
280	Private Vehicle Mileage	500	0	0%	0	500
283	Job Advertising Expense	1,750	412	24%	549	1,201
285	Classes/Seminars	5,500	735	13%	980	4,520
286	Board Member Training/Travel/Expense	2,000	385	19%	513	1,487
290	Utilities	10,000	7,091	71%	9,455	545
297	Pass-Thru: Delinq Garbage/Tax Roll	0	739		985	(985)
320	Fixed Assets - Phone System	0	5,369		5,369	(5,369)
<b>Total Services and Supplies</b>		<b>278,131</b>	<b>191,436</b>	<b>69%</b>	<b>240,588</b>	<b>37,543</b>

**ADMINISTRATIVE BUDGET  
EXPENDITURE WORKSHEET  
BUDGET REVIEW AS OF 3/31/2019 - Quarter 3**

Operations & Maintenance:		Final 2018/19 Budget	Year to Date Actual		Estimated 2018/19	Estimated Variance (Unfav)/Fav
Expenditure Accounts 4100			3/31/2019	75%		
<b>Other Expenditures</b>						
	Encumbrance: LHMP Grant Board Approved 4/26/2017	47,391	31,138	66%	47,391	0
<b>Total Other Expenditures</b>		<b>47,391</b>	<b>31,138</b>	<b>66%</b>	<b>47,391</b>	<b>0</b>
<b>Administrative Cost Allocations</b>						
376	Allocation/Adm Exp					
	Fire 3.0000%	(27,840)	(18,047)	65%	(23,317)	4,523
	Lighting 1.0000%	(9,280)	(6,016)	65%	(7,772)	1,508
	Water 60.0000%	(556,799)	(360,945)	65%	(466,349)	90,450
	Sewer 30.0000%	(278,400)	(180,473)	65%	(233,174)	45,226
	Garbage 4.0000%	(37,120)	(24,063)	65%	(31,090)	6,030
	Facilities 2.0000%	(18,560)	(12,032)	65%	(15,545)	3,015
<b>Operating Crew Overhead and Direct Labor Cost Allocations</b>						
	Leave Time	59,912	21,853	36%	29,137	30,775
	Salaries & Wages - Admin hours	5,813	3,215	55%	4,287	1,526
	CalPERS	50,116	16,487	33%	21,983	28,133
	Medicare	6,241	2,412	39%	3,216	3,025
	Payroll Taxes	4,000	379	9%	505	3,495
	SUI	2,170	0	0%	0	2,170
	Employee Insurances	90,000	28,754	32%	38,339	51,661
	Boot Allowance	1,000	1,000	100%	1,000	0
	Clothing	4,500	4,661	104%	6,215	(1,715)
	Standby	18,249	12,600	69%	16,800	1,449
	<b>Total Costs</b>	<b>242,001</b>	<b>91,361</b>	<b>38%</b>	<b>121,482</b>	<b>120,519</b>
	Fire 0.5000%	(1,210)	(457)	38%	(607)	603
	Lighting 0.5000%	(1,210)	(457)	38%	(607)	603
	Water 64.0000%	(154,881)	(58,471)	38%	(77,748)	77,133
	Sewer 24.0000%	(58,080)	(21,927)	38%	(29,156)	28,924
	Garbage 10.0000%	(24,200)	(9,136)	38%	(12,148)	12,052
	Facilities 1.0000%	(2,420)	(914)	38%	(1,215)	1,205
	100.0000%					
	<b>Total</b>	<b>(927,999)</b>	<b>(601,577)</b>	<b>65%</b>	<b>(777,246)</b>	<b>391,791</b>
<b>Reserve Designations</b>						
	Contingencies					
	<b>Total Reserve Designations Cost</b>	<b>0</b>	<b>0</b>	<b>0%</b>	<b>0</b>	<b>0</b>
<b>Total Expenditures</b>		<b>47,391</b>	<b>31,136</b>	<b>66%</b>	<b>47,393</b>	<b>271,270</b>



# FIRE BUDGET



**FIRE BUDGET  
OPERATIONS AND MAINTENANCE WORKSHEET  
BUDGET REVIEW AS OF 3/31/2019 - Quarter 3**

Operations & Maintenance:		Final	Year to Date Actual		Estimated	Estimated
Expenditure Accounts 4200		2018/19 Budget	3/31/2019	75%	2018/19	Variance (Unfav)/Fav
<b>Personnel</b>						
010	Wages and Salaries	1,453	0	0%	0	1,453
020	Overtime	0	20		27	(27)
061	PERS Contribution	0	0		0	0
062	PERS UAL	7,300	7,046	97%	7,046	254
070	SUI (Unemp Ins)	0	0		0	0
071	Medicare Employer Portion	0	0		0	0
072	FICA	0	0		0	0
090	Employee Insurances	0	0		0	0
<b>Total Personnel</b>		<b>8,753</b>	<b>7,066</b>	<b>100%</b>	<b>7,073</b>	<b>1,680</b>
<b>Services and Supplies</b>						
077	JPA Quarterly Pmts	987,362	987,362	100%	987,362	0
290	Utilities	5,125	3,236	63%	4,315	810
291	Sandbags	500	375	75%	500	0
<b>Total Services and Supplies</b>		<b>992,987</b>	<b>990,973</b>	<b>100%</b>	<b>992,177</b>	<b>810</b>
<b>Other Expenditures</b>						
	Allocation/Adm Exp	27,840	18,047	65%	23,317	4,523
	Operating Crew Overhead and Direct Labor Cost Allocations	1,210	457	38%	607	603
<b>Total Other Expenditures</b>		<b>29,050</b>	<b>18,504</b>	<b>77%</b>	<b>23,924</b>	<b>5,126</b>
<b>Reserve Designations</b>						
		0	0	0	0	0
<b>Total Reserves</b>		<b>0</b>	<b>0</b>	<b>0%</b>	<b>0</b>	<b>0</b>
<b>Total Expenditures</b>		<b>1,030,790</b>	<b>1,016,543</b>	<b>99%</b>	<b>1,023,174</b>	<b>7,616</b>



# LIGHTING BUDGET



**LIGHTING BUDGET  
OPERATIONS AND MAINTENANCE WORKSHEET  
BUDGET REVIEW AS OF 3/31/2019 - Quarter 3**

<b>Operations &amp; Maintenance:</b>		<b>Final</b>	<b>Year to Date Actual</b>		<b>Estimated</b>	<b>Estimated</b>
Expenditure Accounts 4195		<b>2018/19</b>	<b>3/31/2019</b>	<b>75%</b>	<b>2018/19</b>	<b>Variance (Unfav)/Fav</b>
<b>Personnel</b>		0				
010	Wages and Salaries	1,453	0	0%	0	1,453
020	Overtime	0	0	0%	0	0
061	PERS	0	0	0%	0	0
071	Medicare Employer Portion	0	0	0%	0	0
090	Employee Insurances	0	0	0%	0	0
<b>Total Personnel</b>		<b>1,453</b>	<b>0</b>	<b>0%</b>	<b>0</b>	<b>1,453</b>
<b>Services and Supplies</b>						
175	Sys Parts/Oper Supplies	1,500	0	0%	0	1,500
295	Lighting	37,000	26,176	71%	34,901	2,099
<b>Total Services and Supplies</b>		<b>38,500</b>	<b>26,176</b>	<b>68%</b>	<b>34,901</b>	<b>3,599</b>
<b>Other Expenditures</b>						
376	Allocation/Adm Exp	9,280	6,016	65%	7,772	1,508
	Operating Crew Overhead and Direct Labor Cost Allocatio	1,210	457	38%	607	603
<b>Total Other Expenditures</b>		<b>10,490</b>	<b>6,473</b>	<b>62%</b>	<b>8,379</b>	<b>2,111</b>
<b>Reserve Designations</b>						
	Equipment	0	0	0%	0	0
<b>Total Expenditures</b>		<b>50,443</b>	<b>32,649</b>	<b>65%</b>	<b>43,280</b>	<b>7,163</b>



# FACILITIES FUND



**FACILITIES FUND  
REVENUE WORKSHEET  
BUDGET REVIEW AS OF 3/31/2019 - Quarter 3**

Revenues and Other Sources:		Final 2018/19 Budget	Year to Date Actual		Estimated 2018/19	Estimated Variance (Unfav)/Fav
			3/31/2019	75%		
<b>Revenues</b>						
3260	Sheriff Substation Rent	113,940	75,960	67%	113,940	0
	New Fire Station	15,000	15,000	100%	15,000	0
	Old Fire Station	11,700	7,800	67%	11,700	0
	Public Facilities Fees	15,000	6,030	40%	8,040	(6,960)
	Utility Reimbursements	3,800	1,783	47%	2,377	(1,423)
	Interfund Repayment from Water	31,500		0%	31,500	0
	Budget Adj 10/10/18 - Emergency Generator (PFF Reserves)	46,642	0	0%	46,642	0
	Budget Adj 10/10/18 - Emergency Generator (NPP Grant)	38,358	6,020	16%	38,358	0
<b>Total Revenues and Other Sources</b>		<b>275,940</b>	<b>112,593</b>	<b>41%</b>	<b>267,557</b>	<b>(8,383)</b>



**FACILITIES BUDGET  
OPERATIONS AND MAINTENANCE WORKSHEET  
BUDGET REVIEW AS OF 3/31/2019 - Quarter 3**

Operations & Maintenance:		Final 2018/19 Budget	Year to Date Actual		Estimated 2018/19	Estimated Variance (Unfav)/Fav
			3/31/2019	75%		
<b>Personnel</b>						
010	Wages and Salaries	2,907	829	29%	1,105	1,802
020	Overtime	0	752	0%	1,003	(1,003)
061	PERS	0	0	0%	0	0
071	Medicare Employer Portion	0	0	0%	0	0
090	Employee Insurances	0	0	0%	0	0
<b>Total Personnel</b>		<b>2,907</b>	<b>1,581</b>	<b>54%</b>	<b>2,108</b>	<b>799</b>
<b>Services and Supplies</b>						
110	Communications	0	27		36	(36)
163	Maint: Structures	15,000	3,105	21%	4,140	10,860
173	Maint Structures/ Improvements	2,000	820	41%	1,093	907
220	Professional Services	800	880	110%	1,173	(373)
248	Permit, Fees, Licenses	0	819		1,092	(1,092)
290	Utilities	250	0	0%	0	250
<b>Total Services and Supplies</b>		<b>18,050</b>	<b>5,651</b>	<b>31%</b>	<b>7,534</b>	<b>10,516</b>
<b>Other Expenditures</b>						
376	Allocation/Adm Exp	18,560	12,032	65%	15,545	3,015
	Operating Crew Overhead and Direct Labor Cost Allocations	2,420	914	38%	1,215	1,205
	Transfer to the General Fund	20,063	0	0%		20,063
	Repayment to Sewer Fund	113,940	0	0%	113,940	0
	<b>Budget Adj 10/10/18 - Emergency Generator</b>	<b>85,000</b>	<b>6,020</b>	<b>7%</b>	<b>85,000</b>	<b>0</b>
		<b>239,983</b>	<b>18,966</b>	<b>8%</b>	<b>215,700</b>	<b>24,283</b>
<b>Reserve Designations</b>						
	Public Facilities Reserves	15,000	0	0%	0	15,000
<b>Total Reserves</b>		<b>15,000</b>	<b>0</b>	<b>0%</b>	<b>0</b>	<b>15,000</b>
<b>Total Expenditures</b>		<b>275,940</b>	<b>26,198</b>	<b>9%</b>	<b>225,342</b>	<b>50,598</b>



# EQUIPMENT FUND



**EQUIPMENT FUND  
REVENUE WORKSHEET  
BUDGET REVIEW AS OF 3/31/2019 - Quarter 3**

Revenues and Other Sources:	Final 2018/19 Budget	Year to Date Actual		Estimated 2018/19	Estimated Variance (Unfav)/Fav
		3/31/2019	75%		
<b>Revenues</b>					
<b>Total From Gov</b>	<b>0</b>	<b>0</b>	<b>0%</b>	<b>0</b>	<b>0</b>
Truck Rental from Water	6,545	4,909	75%	6,545	0
Vehicle Charges to Water	10,000	7,500	75%	10,000	0
<b>Total From Water</b>	<b>16,545</b>	<b>12,409</b>	<b>75%</b>	<b>16,545</b>	<b>0</b>
Truck Rental from Sewer	6,545	4,909	75%	6,545	0
Vehicle Charges to Sewer	5,000	3,750	75%	5,000	0
<b>Total From Sewer</b>	<b>11,545</b>	<b>8,659</b>	<b>75%</b>	<b>11,545</b>	<b>0</b>
Vehicle Charges to Garbage	1,000	750	75%	1,000	0
<b>Total From Garbage</b>	<b>1,000</b>	<b>750</b>	<b>75%</b>	<b>1,000</b>	<b>0</b>
<b>Total Revenues and Other Sources</b>	<b>29,090</b>	<b>21,818</b>	<b>75%</b>	<b>29,090</b>	<b>0</b>

\* Equipment Fund Revenues are based on quarterly estimates. A Journal Entry is preformed at the end of each Fiscal Year.

**EQUIPMENT BUDGET  
 OPERATIONS AND MAINTENANCE WORKSHEET  
 BUDGET REVIEW AS OF 3/31/2019 - Quarter 3**

Operations & Maintenance:		Final 2018/19 Budget	2018/19 Budget		Estimated 2018/19	Estimated Variance (Unfav)/Fav
			3/31/2019	75%		
<b>Services and Supplies</b>						
171	Maint Vehicles	6,500	1,840	28%	2,453	4,047
172	Gas and Oil	9,500	6,169	65%	8,225	1,275
<b>Total Services and Supplies</b>		<b>16,000</b>	<b>8,009</b>	<b>50%</b>	<b>10,678</b>	<b>5,322</b>
<b>Other Expenditures</b>						
320	Equipment Lease	9,067	6,800	75%	9,067	0
386	Interest Expense	0	0	0%	0	0
<b>Total Other Expenditures</b>		<b>9,067</b>	<b>6,800</b>	<b>75%</b>	<b>0</b>	<b>0</b>
<b>Reserve Designations</b>						
	Equipment Replacement	4,023	0	0%	0	4,023
<b>Total Reserves</b>		<b>4,023</b>	<b>0</b>	<b>0%</b>	<b>0</b>	<b>4,023</b>
<b>Total Expenditures</b>		<b>29,090</b>	<b>14,809</b>	<b>51%</b>	<b>10,678</b>	<b>9,345</b>



# WATER FUND



**WATER FUND  
REVENUE WORKSHEET  
BUDGET REVIEW AS OF 3/31/2019 - Quarter 3**

Revenues and Other Sources:	Final	Year to Date Actual		Estimated	Estimated
	2018/19 Budget	3/31/2019	75%	2018/19	Variance (Unfav)/Fav
Water Sales	1,848,109	1,397,442	76%	1,740,000	(108,109)
Lopez Remediation: Sales	490,032	380,933	78%	477,000	(13,032)
Water Connection Fees - Reimbursables	5,035	0	0%	5,035	0
Water Front Footage Fees	16,320	0	0%	16,320	0
UB Courtesy Notice Fees	758	3,601	475%	4,321	3,563
UB Sec Notc/Door Hgr Fees	31,497	22,276	71%	26,731	(4,766)
Capacity Charges	24,431	0	0%	24,431	0
Connection / Meter Fees	5,400	0	0%	5,400	0
Lopez / SWP Connection Fees	4,000	0	0%	4,000	0
New UB A/C Setup	2,478	2,130	86%	2,556	78
CYN Crest /Christie/ AG Wheeling	25,000	19,175	77%	23,010	(1,990)
Revenue from other sources	0	640		768	768
Inspection Fees	100	0	0%	100	0
Claims and Settlements	0	13,201		15,841	15,841
<b>Encumbrance: WRRP Grant Revenue (Bdgt AJE 12/14/16)</b>	<b>154,767</b>	<b>50,622</b>	<b>33%</b>	<b>154,767</b>	<b>0</b>
<b>Budget Adj 10/24/2018 - Waterline Replacement</b>	<b>25,000</b>	<b>21,310</b>	<b>85%</b>	<b>25,000</b>	<b>0</b>
<b>Budget Adj 2/27/2019 -WRRP Phase 2</b>	<b>117,750</b>	<b>0</b>	<b>0%</b>	<b>117,750</b>	<b>0</b>
<b>Total Revenues and Other Sources</b>	<b>2,750,677</b>	<b>1,911,330</b>	<b>69%</b>	<b>2,643,030</b>	<b>(107,647)</b>

**WATER BUDGET  
OPERATIONS AND MAINTENANCE WORKSHEET  
BUDGET REVIEW AS OF 3/31/2019 - Quarter 3**

Operations & Maintenance:		Final 2018/19 Budget	Year to Date Actual		Estimated 2018/19	Estimated Variance (Unfav)/Fav
			3/31/2019	75%		
<b>Personnel</b>						
010	Wages and Salaries	188,931	83,929	44%	111,905	77,026
020	Overtime	43,146	23,436	54%	31,248	11,898
	Standby	0	0	0%	0	0
061	PERS	0	0	0%	0	0
071	Medicare Employer Portion	0	0	0%	0	0
075	Workers Compensation Ins	5,221	3,218	62%	4,291	930
090	Employee Insurances	0	0	0%	0	0
<b>Total Personnel</b>		<b>237,298</b>	<b>110,583</b>	<b>47%</b>	<b>147,444</b>	<b>89,854</b>
<b>Services and Supplies</b>						
110	Communications & Dispatch	2,800	2,596	93%	3,461	(661)
163	Maint: Wtr/Swr Struct	5,500	6,643	121%	8,857	(3,357)
170	Maint: Equipment	5,500	2,743	50%	3,657	1,843
173	Maint: Structures	10,500	3,861	37%	5,148	5,352
175	Sys Parts/Oper Supp	17,000	11,673	69%	15,564	1,436
176	Water Meters	10,500	7,688	73%	10,251	249
177	Safety Expense	550	0	0%	0	550
178	Chemicals / Operating Supplies	650	2,822	434%	3,763	(3,113)
180	Memberships	2,500	1,959	78%	2,612	(112)
190	Misc	250	0	0%	0	250
200	Office Expense	600	432	72%	576	24
205	Outside UB Mailing Expense	8,750	4,508	52%	6,011	2,739
220	Professional Services (Water Quality: Backflow Program)	17,500	9,296	53%	12,395	5,105
221	Information Technology	550	0	0%	0	550
222	Contract Engineering	5,500	420	8%	560	4,940
226	Engineering & Other Reimburse	10,500	6,554	62%	8,739	1,761
230	Legal Notices	1,100	0	0%	0	1,100
231	Bad Debt	525	1,092	208%	1,456	(931)
241	Rents/Leases: Equip	2,050	0	0%	0	2,050
248	Permits, Fees, Licenses	7,850	5,053	64%	5,053	2,797
250	Small Tools	2,500	0	0%	0	2,500
285	Classes/Seminars	5,125	0	0%	0	5,125
261	Water Supply - Lopez	490,750	472,914	96%	472,914	17,836
262	Water Supply - State Water	925,000	782,895	85%	782,895	142,105
362	Litigation: SMGB	27,500	36,308	132%	48,411	(20,911)
380	NCMA Expense	37,500	24,543	65%	32,724	4,776
290	Utilities	30,000	42,343	141%	56,457	(26,457)
320	Fixed Asset - Well #8 Pump	0	10,042		10,042	(10,042)
<b>Total Services and Supplies</b>		<b>1,629,050</b>	<b>1,436,385</b>	<b>88%</b>	<b>1,494,109</b>	<b>140,067</b>

**WATER BUDGET  
OPERATIONS AND MAINTENANCE WORKSHEET  
BUDGET REVIEW AS OF 3/31/2019 - Quarter 3**

Operations & Maintenance:		Final 2018/19 Budget	Year to Date Actual		Estimated 2018/19	Estimated Variance (Unfav)/Fav
			3/31/2019	75%		
<b>Other Expenditures</b>						
297	Pass-Thru: Crest/Christie	25,500	19,175	75%	25,567	(67)
301	Transfer to Equipment Fund (Fund 12)	16,545	12,409	75%	16,545	0
358	CIP - Lagoon Waterline		12,113		12,113	(12,113)
	General Fund Loan Payment	31,500	0	0%	31,500	0
391	Garbage Fund Loan Payment	7,500	0	0%	7,500	0
499	Claims & Settlements	15,000	5,010	33%	6,680	8,320
349	Encumbrance: HWY One - County Drainage Project (Board Approval 1/25/2017)	71,390	2,413	3%	71,390	0
	Encumbrance: WRRP Program (Bdgt AJE approved 12/14/16)	154,767	80,098	52%	154,767	0
	Encumbrance: Facility CIP - Utilities Yard (Budget Adj 7/12/17)	2,943	0	0%	2,943	0
	Encumbrance: Air Park Drive Bridge Replacement Project (1/25/17)	46,000	20,780	45%	20,780	25,220
	Budget Adj 10/24/2018 - Waterline Replacement (Hwy One & Norswirl)	25,000	21,310	85%	25,000	0
	Budget Adj 2/27/2019 - WRRP Phase 2	177,750	0	0%	177,750	0
<b>Total Other Expenditures</b>		<b>573,895</b>	<b>173,308</b>	<b>30%</b>	<b>552,535</b>	<b>21,360</b>
<b>Admin Cost Allocation/Operating Crew Overhead</b>						
376	Allocation/Adm Exp	556,799	360,945	65%	466,349	90,450
	Operating Crew Overhead and Direct Labor Cost Allocations	154,881	58,471	38%	77,748	77,133
<b>Total</b>		<b>711,680</b>	<b>419,416</b>	<b>59%</b>	<b>544,097</b>	<b>167,583</b>
<b>Reserve Designations</b>						
	Contingencies	0	0	0%	0	0
<b>Total Reserves</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Expenditures</b>		<b>3,151,923</b>	<b>2,139,692</b>	<b>68%</b>	<b>2,738,185</b>	<b>418,864</b>





# SEWER FUND



**SEWER FUND  
REVENUE WORKSHEET  
BUDGET REVIEW AS OF 3/31/2019 - Quarter 3**

Revenues and Other Sources:	Final	Year to Date Actual		Estimated	Estimated
	2018/19 Budget	3/31/2019	75%	2018/19	Variance (Unfav)/Fav
Sewer Sales	400,000	326,290	82%	400,000	0
Connection Fees	2,000	0	0%	2,000	0
Inspection Fees	100	0	0%	100	0
FOG Program Inspections	1,849	1,400	76%	1,680	(169)
Repayment from General Fund	113,940	0	0%	113,940	0
<b>Budget Adj 8/29/18 - FOG Program</b>	<b>7,500</b>	<b>6,646</b>	<b>89%</b>	<b>7,500</b>	<b>0</b>
<b>Total Revenues and O Total Revenues</b>	<b>525,389</b>	<b>334,336</b>	<b>64%</b>	<b>525,220</b>	<b>(169)</b>

**SEWER BUDGET  
OPERATIONS AND MAINTENANCE WORKSHEET  
BUDGET REVIEW AS OF 3/31/2019 - Quarter 3**

Operations & Maintenance:		Final 2018/19 Budget	Year to Date Actual		Estimated 2018/19	Estimated Variance (Unfav)/Fav
			3/31/2019	75%		
<b>Personnel</b>						
010	Wages and Salaries	72,666	31,820	26%	42,427	30,239
020	Overtime	18,491	6,879	23%	9,172	9,319
	Standby	0	0	0%	0	0
061	PERS	0	0	0%	0	0
071	Medicare Employer Portion	0	0	0%	0	0
075	Workers Compensation Ins	2,983	1,798	12%	2,397	586
090	Employee Insurances	0	0	0%	0	0
<b>Total Personnel</b>		<b>94,140</b>	<b>40,497</b>	<b>43%</b>	<b>53,996</b>	<b>40,144</b>
<b>Services and Supplies</b>						
110	Communications & Dispatch	500	355	71%	473	27
163	Maint: Wtr/Swr Struct	10,500	12,164	116%	16,219	(5,719)
170	Maint: Equipment	3,250	300	9%	400	2,850
173	Maint: Structures	1,500	2,589	173%	3,452	(1,952)
175	Sys Parts/Oper Supp	8,000	948	12%	1,264	6,736
177	Safety Expense	2,750	0	0%	0	2,750
200	Office Expense	500	0	0%	0	500
205	Outside UB Mailing Expense	8,750	4,508	52%	6,011	2,739
220	Professional Services	2,500	1,241	50%	1,655	845
222	Contract Engineering	2,750		0%	0	2,750
231	Bad Debt	250	255	102%	340	(90)
241	Rents/Leases: Equip	2,500		0%	0	2,500
248	Regulatory Permits and Fees	3,900	3,305	85%	4,407	(507)
285	Classes/Seminars	2,750		0%	0	2,750
290	Utilities	2,100	1,898	90%	2,531	(431)
320	Fixed Asset - Lift Station Pump	0	5,938		7,917	(7,917)
<b>Total Services and Supplies</b>		<b>52,500</b>	<b>33,501</b>	<b>64%</b>	<b>44,669</b>	<b>7,831</b>
<b>Other Expenditures</b>						
301	Rental Payments to Equipment Fund	11,545	8,659	75%	11,545	0
499	Claims & Settlements	0	1,350		1,800	(1,800)
	<b>Encumbrance: Facility CIP - Utilities Yard (Budget Adj 7/12/17)</b>	<b>2,943</b>	<b>0</b>	<b>0%</b>	<b>2,943</b>	<b>0</b>
	<b>Encumbrance: HWY One - Drainage Project Bdgt AJE 1/25/2017</b>	<b>38,478</b>	<b>0</b>	<b>0%</b>	<b>38,478</b>	<b>0</b>
	<b>Encumbrance: Air Park Drive Bridge Replacement Project (Budget Adj 4/11/2018)</b>	<b>69,000</b>	<b>29,716</b>	<b>43%</b>	<b>37,145</b>	<b>31,855</b>
	<b>Budget Adj 8/29/18 - FOG Program</b>	<b>7,500</b>	<b>6,646</b>	<b>89%</b>	<b>7,500</b>	<b>0</b>
<b>Total Other Expenditures</b>		<b>129,466</b>	<b>46,371</b>	<b>36%</b>	<b>99,411</b>	<b>30,055</b>
<b>Admin Cost Allocation/Operating Crew Overhead</b>						
376	Allocation/Adm Exp	278,400	180,473	65%	233,174	45,226
	Operating Crew Overhead and Direct Labor Cost Allocations	58,080	21,927	38%	29,156	28,924
<b>Total</b>		<b>336,480</b>	<b>202,400</b>	<b>60%</b>	<b>262,330</b>	<b>74,150</b>
<b>Reserve Designations</b>						
		0	0	0%	0	0
		0	0	0	0	0
<b>Total Expenditures</b>		<b>612,586</b>	<b>322,769</b>	<b>53%</b>	<b>460,406</b>	<b>152,180</b>



# GARBAGE FUND



**GARBAGE FUND  
REVENUE WORKSHEET  
BUDGET REVIEW AS OF 3/31/2019 - Quarter 3**

Revenues and Other Sources:		Final 2018/19 Budget	Year to Date Actual		Estimated 2018/19	Estimated Variance (Unfav)/Fav
			3/31/2019	75%		
<b>Revenues</b>						
3501	Garbage Franchise Fees	96,003	67,687	71%	90,249	(5,754)
	Landfill Savings Payment	8,027	7,880	98%	7,880	(147)
	Interfund Loan Repayment from Water	7,500	0	0%	7,500	0
	<b>Budget Adj 8/29/18 - Fall Clean Up</b>	10,000	1,408	14%	1,408	(8,592)
	<b>Budget Adj 8/29/18 - One Cool Earth</b>	10,000	7,500	75%	10,000	0
<b>Total Revenues and Other Sources</b>		<b>131,530</b>	<b>84,475</b>	<b>64%</b>	<b>117,037</b>	<b>(14,493)</b>

**GARBAGE BUDGET  
OPERATIONS AND MAINTENANCE WORKSHEET  
BUDGET REVIEW AS OF 3/31/2019 - Quarter 3**

Operations & Maintenance:		Final 2018/19 Budget	Year to Date Actual		Estimated 2018/19	Estimated Variance (Unfav)/Fav
			3/31/2019	75%		
<b>Personnel</b>						
010	Wages and Salaries	29,066	7,379	25%	9,839	19,227
020	Overtime	0	205	0%	273	(273)
061	PERS	0	0	0%	0	0
071	Medicare Employer Portion	0	0	0%	0	0
072	FICA & SUI	0	0	0%	0	0
075	Workers Compensation Ins	895	568	63%	757	138
090	Employee Insurances	0	0	0%	0	0
<b>Total Personnel Cost</b>		<b>29,961</b>	<b>8,152</b>	<b>75%</b>	<b>10,869</b>	<b>19,092</b>
<b>Services and Supplies</b>						
110	Communications & Dispatch	200	614	307%	819	(619)
170	Maint: Equipment	500	123	25%	164	336
175	Sys Parts/Oper Supp	1,500	840	56%	1,120	380
200	Office Expense	1,000	0	0%	0	1,000
210	Postage	500	414	83%	552	(52)
220	Professional Services	2,000	3,773	189%	5,031	(3,031)
230	Legal Notices	250	77	31%	103	147
290	Utilities	500	0	0%	0	500
291	School Outreach Programs	2,500	0	0%	0	2,500
<b>Total Services and Supplies</b>		<b>8,950</b>	<b>5,841</b>	<b>65%</b>	<b>7,789</b>	<b>1,161</b>
<b>Other Expenditures</b>						
	Charges from Equipment Fund	1,000	750	75%	1,000	0
	Encumbrance: 7/12/2017 - CIP Water Yard	1,471	0	0%	1,471	0
	Budget Adj 8/29/18 - Fall Clean Up	10,000	1,408	0%	1,408	8,592
	Budget Adj 8/29/18 - One Cool Earth	10,000	7,500	0%	10,000	0
<b>Total Other Expenditures Cost</b>		<b>22,471</b>	<b>9,658</b>	<b>70%</b>	<b>13,879</b>	<b>8,592</b>
<b>Admin Cost Allocation/Operating Crew Overhead</b>						
376	Allocation/Adm Exp	37,120	24,063	77%	31,090	6,030
	Operating Crew Overhead and Direct Labor Cost Allocations	24,200	9,136	75%	12,148	12,052
<b>Total</b>		<b>61,320</b>	<b>33,199</b>	<b>54%</b>	<b>43,238</b>	<b>18,082</b>
<b>Reserve Designations</b>						
	Unassigned Reserves	0	0	0%	0	0
<b>Total Reserves</b>		<b>0</b>	<b>0</b>	<b>0%</b>	<b>0</b>	<b>0</b>
<b>Total Expenditures</b>		<b>122,702</b>	<b>56,850</b>	<b>46%</b>	<b>75,775</b>	<b>46,927</b>

Oceano Community Services District  
 Chronology of Budget Actions  
 Fiscal Years 2018-19

Date	Action
<b>FISCAL YEAR 2018-19 BUDGET ADJUSTMENTS</b>	
June 27, 2018	Approved the Preliminary Budget for Fiscal Year 2018-19
August 29, 2018	<p>Approved the Final Budget for Fiscal Year 2018-19, with the following budget adjustments:</p> <ul style="list-style-type: none"> <li><b>(1)</b> Increase expenditures in the Sewer Fund by \$7,500 to pay for the calendar year 2018 Fats Oil and Grease (FOG) program by utilizing Sewer Fund unassigned reserves.</li> <li><b>(2)</b> Increase expenditures in the Garbage Fund by \$10,000 to fund the Fall Clean-up for residents and property owners utilizing Garbage Fund unassigned reserves.</li> <li><b>(3)</b> Increase expenditures in the Garbage Fund by \$10,000 to fund One Cool Earth educational programs at the Oceano Elementary School by utilizing Garbage Fund unassigned reserves.</li> </ul>
October 10, 2018	Approved a Budget Adjustment for \$85,000 utilizing \$46,642 of Public Facilities Fees reserves and \$38,358 of grant revenues from the Nuclear Power Preparedness (NPP) Program.
October 24, 2018	Approved a Budget Adjustment for \$25,000 for the design of two waterline replacement projects on Highway One and on Norswing & Pershing. This budget adjustment will reduce the designated reserve in the Water Fund from \$350,000 to \$325,000.
December 12, 2018	Approved a budget adjustment increasing State Water costs and fund balance available in the amount of \$193,455.
February 27, 2019	Approved budget adjustment increasing grant revenue and project expenditures in the Water Fund in the amount of \$177,750 for Phase 2 of the Water Resource Reliability Program.



# Oceano Community Services District

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

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

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**Date:** April 10, 2019

**To:** Board of Directors

**From:** Paavo Ogren, General Manager

**Subject:** **Agenda Item # 10: A Public Hearing to consider bids received for the District's utility relocation work required by the County of San Luis Obispo for the Oceano Drainage Project and Board approval to perform the work among options that include utilizing the County contractor(s), or by adopting a resolution to perform the work with District employees or by negotiated contract as allowed by California Public Contract Code Section 22038(c) and authorizing the General Manager to award work subject to approval by legal counsel.**

## Recommendation

It is recommended that your Board:

- 1) Review the summary of bids received for the Oceano Drainage Project Utility Relocation work.
- 2) Approve that the work is performed among the following options:
  - a. Utilizing the County contractor(s), or,
  - b. Adopting the resolution to perform the work with District employees or by negotiated contract as allowed by Public Contract Code Section 22038(c) and authorizing the General Manager to award a negotiated contract subject to approval by legal counsel.

## Discussion

The County is preparing to construct the Oceano Drainage Project and is requiring the District to relocate utilities that conflict with the drainage project. On July 25, 2018 your Board approved the attached Reimbursement Agreement with the County that provides the ability to have the necessary work completed by the contractor(s) selected by the County for their project. Your Board also authorized staff to separately bid the utility relocation work so that the District has the option of directly contracting for that work.

Attached is a summary of bids received by the County. The bids for the District's work (Additive Bid Item #2) ranged from \$57,000 – \$244,000. The bid from the contractor that was deemed by the County as the low bidder was \$153,900. No bids were received in response to the District's separate bid procedures. As a result, the attached resolution was prepared authorizing district staff to perform work, or for the General Manager to award work, in accordance with Public Contracts Code 22038(c).





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**Other Agency Involvement**

The County of San Luis Obispo and state and federal environmental resource agencies that have established conditions associated with the work.

**Financial Considerations**

The following table illustrates the construction cost estimates:

	Original Estimate and Approved Budget	Cost Estimate Utilizing County Contractor(s)	Cost Estimate Utilizing District Low Bid
Water Fund	\$ 71,390	\$98,000	None received
Sewer Fund	\$ 38,478	\$55,900	None received
Total	\$ 109,868	\$ 153,900	None received

The estimates are for contractor construction costs only and are subject to change for unforeseen construction conditions and other change orders that may apply to the work. The "Cost Estimate Utilizing County Contractor(s)" is based on County's apparent low bidder but subject to final award by the County.

A deposit of \$109,868 was submitted to the County and will be returned to the District if the attached resolution is approved.

**Results**

Reviewing bids and approving the work will ensure the District's water and sewer systems are able to continue to provide necessary community services. Selecting the most cost efficient approach promotes a fiscally responsible community.

Attachments:

- Resolution
- County Correspondence
  - Bid Results
  - County Reimbursement Agreement

**OCEANO COMMUNITY SERVICES DISTRICT  
RESOLUTION NO: 2019 - \_\_**

**A RESOLUTION TO PROVIDE NOTICE TO THE COUNTY OF SAN LUIS OBISPO TO  
REJECT ADDITIVE BID ITEMS FOR THE OCEANO DRAINAGE IMPROVEMENT  
PROJECT AND AUTHORIZING THE DISTRICT'S INFRASTRUCTURE RELOCATION  
WORK TO BE PERFORMED BY EMPLOYEES OF THE DISTRICT OR BY AWARD OF  
NEGOTIATED CONTRACTS BY THE GENERAL MANAGER**

**WHEREAS**, on July 25, 2018 the Oceano Community Services District ("District") Board of Directors approved a Reimbursement Agreement with the County of San Luis Obispo relating to the County's Oceano Drainage Improvement Project (County Project), which requires the District to relocate certain existing water and wastewater infrastructure that conflict with the County Project design; and

**WHEREAS**, the Reimbursement Agreement provided the option for the District's permanent infrastructure modifications to be included in the scope of work for the County Project as an additive bid item and further provided the District with the ability to reject having the relocation of the District's infrastructure performed as part of the County Project's construction contract; and

**WHEREAS**, based upon the documents, staff report, information, and public input provided to and duly considered by the District at the time of the adoption of this Resolution, the District has determined and declares the District scope of work for the relocation of its infrastructure can be more economically performed by not have it included in the County Project's construction contract; and

**WHEREAS**, the Public Contracts Code 22000 et seq., also known as the Uniform Public Construction Cost Accounting Act provides the District with alternative bid options; and

**WHEREAS**, on March 12, 2019, the District issued a notice inviting bids on the District scope of work to relocate water and wastewater infrastructure required by the County Project ("Independent Bid"); and

**WHEREAS**, pursuant to the Reimbursement Agreement, the County has provided the District written notice as to the lowest responsive bidder as determined by the County's Public Works Department and the District has determined to reject having the District relocation work included as an additive item in the County's Construction Contract; and

**WHEREAS**, on April 4, 2019, the District received no bids submitted in response to the District's Independent Bid; and

**WHEREAS**, pursuant to Section 22038(c) of the Public Resources Code, since no bids were received for the relocation of the water and wastewater infrastructure in response to the District's notice inviting bids, the relocation of the District's infrastructure "may be performed by the employees of the public agency by force account, or negotiated contract;" and

**WHEREAS**, pursuant to Public Contracts Code 22034 (c) the District may delegate the authority to award contracts to the general manager.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Oceano Community Services District that:

1. Pursuant to Reimbursement Agreement Section E.4, the District hereby directs the District General Manager to provide the County with timely written notice that the District is rejecting having the permanent relocation of the District facilities performed as part of the County's Project's Construction Contract.
2. Pursuant Section 22038(c) of the Public Contracts Code, the District shall perform its infrastructure relocation work with agency employees or negotiated contract.
3. Pursuant to Section 22034(c), the District General Manager is granted authority to award negotiated contracts for the completion of its infrastructure relocation work subject to approval by legal counsel as to legal form and effect.
4. The District General Manager is authorized to proceed with other coordination and work necessary to perform the relocation work.

**PASSED AND ADOPTED** by the Board of Directors of the Oceano Community Services District on April 10, 2019 by the following vote:

**AYES:**  
**NOES:**  
**ABSTAIN:**  
**ABSENT:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Jeffrey A. Minnery, District Counsel

**From:** [Paavo](mailto:Paavo)  
**To:** [nicole@oceanocsd.org](mailto:nicole@oceanocsd.org)  
**Subject:** FW: Oceano Drainage Project - Notice of Apparent Low Bidder - Please Respond by 4/12/19  
**Date:** Friday, April 05, 2019 2:14:59 PM  
**Attachments:** [image001.png](#)  
[doc11586820190306081938.pdf](#)  
[300465.08.02 Bid Summary.pdf](#)

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**From:** Genaro Diaz <[gdiaz@co.slo.ca.us](mailto:gdiaz@co.slo.ca.us)>  
**Sent:** Friday, April 05, 2019 1:35 PM  
**To:** [paavo\\_oceanocsd.org](mailto:paavo_oceanocsd.org) <[paavo@oceanocsd.org](mailto:paavo@oceanocsd.org)>; [office@oceanocsd.org](mailto:office@oceanocsd.org)  
**Cc:** Dave Flynn <[dflynn@co.slo.ca.us](mailto:dflynn@co.slo.ca.us)>; Jeff Werst <[jwtorst@co.slo.ca.us](mailto:jwtorst@co.slo.ca.us)>; Joshua R. Roberts <[jrroberts@co.slo.ca.us](mailto:jrroberts@co.slo.ca.us)>; Lynette O'Neil <[LOneil@co.slo.ca.us](mailto:LOneil@co.slo.ca.us)>; Charlotte Erlin <[CErlin@co.slo.ca.us](mailto:CErlin@co.slo.ca.us)>  
**Subject:** Oceano Drainage Project - Notice of Apparent Low Bidder - Please Respond by 4/12/19

Paavo-

As discussed, see the attached for Bid Summary showing Raminha as the apparent low bidder based upon the Base Bid plus Additive Bid Item #1 (as prescribed in the Notice and Instruction to Bidders).

Per Section E, Item #4 of the Utility Relocation Agreement (attached), please provide written notice of OCSD's decision to REJECT/ACCEPT having the relocation of OCSD's facilities performed as part of the Project's Construction Contract.

From our phone call today, it sounds like you'll probably not be part of the County Construction contract, but we simply need a formal/written decision by next Friday (4/12). Project's anticipated schedule as of now is as follows;

- => April 14<sup>th</sup>, 2019 – BOS Award for CON (pending USDA approvals)
- => mid-June 2019 – Start of Construction
- => mid-January 2019 – End of Construction



### Genaro Diaz

#### Capital Projects Manager

Public Works, County of San Luis Obispo  
Tel: 805-781-5279 | *An APWA Accredited Agency*

[Website](#) | [Twitter](#) | [Map](#)



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**From:** Genaro Diaz  
**Sent:** Tuesday, February 26, 2019 9:46 AM  
**To:** [paavo\\_oceanocsd.org](mailto:paavo_oceanocsd.org) <[paavo@oceanocsd.org](mailto:paavo@oceanocsd.org)>; [office@oceanocsd.org](mailto:office@oceanocsd.org); Charlotte Erlin <[CErlin@co.slo.ca.us](mailto:CErlin@co.slo.ca.us)>; Trisha Wright <[twright@co.slo.ca.us](mailto:twright@co.slo.ca.us)>; Lynette O'Neil <[LOneil@co.slo.ca.us](mailto:LOneil@co.slo.ca.us)>  
**Cc:** Jeff Werst <[jwtorst@co.slo.ca.us](mailto:jwtorst@co.slo.ca.us)>; JR Beard <[rbeard@co.slo.ca.us](mailto:rbeard@co.slo.ca.us)>  
**Subject:** Oceano Drainage Project - Utility Agreement (OCSD Deposit)

Paavo -

As discussed, project was advertised today and with it also came the approval of utility agreement. Please coordinate with Charlotte & Lynette (in this email) to provide the OCSD deposit per agreement.

Note: the anticipated schedule as of now is as follows;

=> 2/28 (or sooner) - OCSD provides deposit to County

=> 3/28 – contractor bids come in

=> 3/28 (or sooner) – County provide bid results to OCSD (not reviewed by County)

=> 4/5 – OCSD decision to remain part of County project or not & end of bid protest period

=> 4/12 – OCSD provides additional funds if part of County project (if necessary, pending bid results)

=> April - USDA approvals

=> May – BOS Award

=> late June or early July – start Construction

Charlotte/Lynette-

Please let me know when you've received OCSD deposit

Trisha-

Please let me know when you get fully signed Utility Agreement from BOS ... provide copy to OCSD.



**Genaro Diaz**

**Capital Projects Manager**

Public Works, County of San Luis Obispo

Tel: 805-781-5279 | *An APWA Accredited Agency*

[Website](#) | [Twitter](#) | [Map](#)



OCEANO DRAINAGE IMPROVEMENT PROJECT  
 PHASE II  
 OCEANO, CALIFORNIA  
 CONTRACT NO. 30465.08.02

PROJECT MANAGER: GENARO DIAZ  
 PROJECT ENGINEER: KEONE KAHO  
 BID OPENING DATE: 4/11/19

ITEM NO.	DESCRIPTION OF ITEM	APPROX. QUANTITY	UNIT OF MEASURE	BID 1		BID 2		BID 3		BID 4		BID 5	
				UNIT PRICE (IN FIGURES) DOLLARS, CENTS	TOTAL AMOUNT DOLLARS, CENTS	UNIT PRICE (IN FIGURES) DOLLARS, CENTS	TOTAL AMOUNT DOLLARS, CENTS	UNIT PRICE (IN FIGURES) DOLLARS, CENTS	TOTAL AMOUNT DOLLARS, CENTS	UNIT PRICE (IN FIGURES) DOLLARS, CENTS	TOTAL AMOUNT DOLLARS, CENTS	UNIT PRICE (IN FIGURES) DOLLARS, CENTS	TOTAL AMOUNT DOLLARS, CENTS
1	CONSTRUCTION SURVEYING	1	LS	LUMP SUM	\$ 40,000.00	LUMP SUM	\$ 21,000.00	LUMP SUM	\$ 17,000.00	LUMP SUM	\$ 30,000.00	LUMP SUM	\$ 35,000.00
2	EXCAVATION SAFETY	1	LS	LUMP SUM	\$ 65,000.00	LUMP SUM	\$ 25,000.00	LUMP SUM	\$ 93,000.00	LUMP SUM	\$ 50,000.00	LUMP SUM	\$ 542,000.00
3	CONSTRUCTION AREA SIGNS	1	LS	LUMP SUM	\$ 7,500.00	LUMP SUM	\$ 28,000.00	LUMP SUM	\$ 2,400.00	LUMP SUM	\$ 10,000.00	LUMP SUM	\$ 20,000.00
4	TRAFFIC CONTROL SYSTEM	1	LS	LUMP SUM	\$ 130,000.00	LUMP SUM	\$ 148,290.00	LUMP SUM	\$ 74,000.00	LUMP SUM	\$ 90,000.00	LUMP SUM	\$ 225,000.00
5	JOB SITE MANAGEMENT	1	LS	LUMP SUM	\$ 157,000.00	LUMP SUM	\$ 5,000.00	LUMP SUM	\$ 85,000.00	LUMP SUM	\$ 130,000.00	LUMP SUM	\$ 175,000.00
6	STORM WATER POLLUTION PREVENTION PLAN	1	LS	LUMP SUM	\$ 25,000.00	LUMP SUM	\$ 30,000.00	LUMP SUM	\$ 41,000.00	LUMP SUM	\$ 5,000.00	LUMP SUM	\$ 20,000.00
7	ALLOWANCE FOR RAIN EVENT ACTION PLAN	12	EA	\$ 500.00	\$ 6,000.00	\$ 500.00	\$ 6,000.00	\$ 500.00	\$ 6,000.00	\$ 500.00	\$ 6,000.00	\$ 500.00	\$ 6,000.00
8	ALLOWANCE FOR STORM WATER SAMPLING AND ANALYSIS DAY	12	EA	\$ 500.00	\$ 6,000.00	\$ 500.00	\$ 6,000.00	\$ 500.00	\$ 6,000.00	\$ 500.00	\$ 6,000.00	\$ 500.00	\$ 6,000.00
9	ALLOWANCE FOR STORM WATER ANNUAL REPORT	1	EA	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
10	TEMPORARY SILT FENCE	600	LF	\$ 5.00	\$ 3,000.00	\$ 12.00	\$ 7,200.00	\$ 4.00	\$ 2,400.00	\$ 10.00	\$ 6,000.00	\$ 7.00	\$ 4,200.00
11	TEMPORARY FENCE (TYPE ESA)	300	LF	\$ 6.00	\$ 1,800.00	\$ 10.00	\$ 3,000.00	\$ 4.00	\$ 1,200.00	\$ 20.00	\$ 6,000.00	\$ 9.00	\$ 2,700.00
12	REPLACE NYLON AND STRINGERS	1	LS	LUMP SUM	\$ 6,500.00	LUMP SUM	\$ 500.00	LUMP SUM	\$ 5,000.00	LUMP SUM	\$ 3,000.00	LUMP SUM	\$ 6,000.00
13	CLEARING AND GRUBBING	1	LS	LUMP SUM	\$ 20,000.00	LUMP SUM	\$ 10,000.00	LUMP SUM	\$ 7,000.00	LUMP SUM	\$ 30,000.00	LUMP SUM	\$ 65,000.00
14	ROADWAY EXCAVATION	4227	CY	\$ 10.00	\$ 42,270.00	\$ 7.00	\$ 29,589.00	\$ 19.00	\$ 80,313.00	\$ 50.00	\$ 211,350.00	\$ 15.00	\$ 63,405.00
15	STRUCTURE EXCAVATION (BASIN) (F)	3150	CY	\$ 25.00	\$ 78,750.00	\$ 50.00	\$ 157,500.00	\$ 40.00	\$ 126,000.00	\$ 40.00	\$ 126,000.00	\$ 30.00	\$ 94,500.00
16	STRUCTURE BACKFILL (BASIN) (F)	159	CY	\$ 95.00	\$ 15,105.00	\$ 140.00	\$ 22,260.00	\$ 411.00	\$ 65,349.00	\$ 100.00	\$ 15,900.00	\$ 200.00	\$ 31,800.00
17	IMPORTED BORROW	590	CY	\$ 30.00	\$ 16,500.00	\$ 1.00	\$ 590.00	\$ 66.00	\$ 39,300.00	\$ 90.00	\$ 49,500.00	\$ 20.00	\$ 11,900.00
18	SUBGRADE ENHANCEMENT GEOTEXTILE, CLASS B1	6430	SY	\$ 2.50	\$ 16,075.00	\$ 4.50	\$ 28,935.00	\$ 9.00	\$ 57,870.00	\$ 4.00	\$ 25,720.00	\$ 2.50	\$ 16,075.00
19	3/4" GRAVEL (BASIN)	1280	CY	\$ 85.00	\$ 108,800.00	\$ 85.00	\$ 108,800.00	\$ 84.00	\$ 107,520.00	\$ 115.00	\$ 147,200.00	\$ 85.00	\$ 108,800.00
20	CLASS 2 AGGREGATE BASE	1092	CY	\$ 80.00	\$ 87,360.00	\$ 85.00	\$ 92,820.00	\$ 115.00	\$ 125,580.00	\$ 80.00	\$ 87,360.00	\$ 90.00	\$ 98,280.00
21	REDROCK (F)	1638	CY	\$ 50.00	\$ 81,900.00	\$ 100.00	\$ 163,800.00	\$ 60.00	\$ 98,280.00	\$ 100.00	\$ 163,800.00	\$ 64.00	\$ 104,832.00
22	HOT MIX ASPHALT (TYPE A)	960	TON	\$ 195.00	\$ 187,200.00	\$ 150.00	\$ 144,000.00	\$ 167.00	\$ 160,320.00	\$ 195.00	\$ 187,200.00	\$ 160.00	\$ 153,600.00
23	COLD PLANE ASPHALT CONCRETE PAVEMENT	3376	SY	\$ 9.00	\$ 30,384.00	\$ 4.50	\$ 15,192.00	\$ 11.00	\$ 37,136.00	\$ 5.00	\$ 16,880.00	\$ 7.00	\$ 23,632.00
24	STRUCTURAL CONCRETE, FOUNDATION (F)	27900	SF	\$ 9.50	\$ 265,950.00	\$ 9.00	\$ 251,100.00	\$ 8.60	\$ 239,940.00	\$ 25.00	\$ 697,500.00	\$ 11.00	\$ 306,900.00
25	STRUCTURAL CONCRETE, RETAINING WALL (F)	4478	SF	\$ 50.00	\$ 223,900.00	\$ 52.00	\$ 232,856.00	\$ 45.00	\$ 201,510.00	\$ 50.00	\$ 223,900.00	\$ 50.00	\$ 223,900.00
26	STRUCTURAL CONCRETE, BOX CULVERT (F)	1000	LF	\$ 540.00	\$ 540,000.00	\$ 650.00	\$ 650,000.00	\$ 650.00	\$ 650,000.00	\$ 520.00	\$ 520,000.00	\$ 600.00	\$ 600,000.00
27	STRUCTURAL CONCRETE, DRAINAGE INLET	3	EA	\$ 5,200.00	\$ 15,600.00	\$ 5,200.00	\$ 15,600.00	\$ 8,000.00	\$ 24,000.00	\$ 13,000.00	\$ 39,000.00	\$ 23,000.00	\$ 69,000.00
28	STRUCTURAL CONCRETE, CUSTOM CATCH BASIN	2	EA	\$ 26,000.00	\$ 52,000.00	\$ 55,000.00	\$ 110,000.00	\$ 23,000.00	\$ 46,000.00	\$ 46,000.00	\$ 92,000.00	\$ 46,000.00	\$ 92,000.00
29	STRUCTURAL CONCRETE, JUNCTION STRUCTURE	3	EA	\$ 7,500.00	\$ 22,500.00	\$ 6,500.00	\$ 19,500.00	\$ 31,000.00	\$ 93,000.00	\$ 20,000.00	\$ 60,000.00	\$ 17,000.00	\$ 51,000.00
30	STRUCTURAL CONCRETE (UPRR CROSSING JUNCTION STRUCTURE)	2	EA	\$ 60,000.00	\$ 120,000.00	\$ 38,000.00	\$ 76,000.00	\$ 78,000.00	\$ 156,000.00	\$ 35,000.00	\$ 70,000.00	\$ 44,000.00	\$ 88,000.00
31	MINOR CONCRETE (MINOR STRUCTURE, HEADWALL)	1	EA	\$ 17,500.00	\$ 17,500.00	\$ 13,000.00	\$ 13,000.00	\$ 41,000.00	\$ 41,000.00	\$ 20,000.00	\$ 20,000.00	\$ 15,000.00	\$ 15,000.00
32	36" PLASTIC PIPE	357	LF	\$ 230.00	\$ 82,110.00	\$ 215.00	\$ 76,765.00	\$ 300.00	\$ 107,100.00	\$ 300.00	\$ 107,100.00	\$ 550.00	\$ 196,350.00
33	18" REINFORCED CONCRETE PIPE (CLASS III)	65	LF	\$ 270.00	\$ 17,550.00	\$ 230.00	\$ 14,950.00	\$ 725.00	\$ 47,125.00	\$ 600.00	\$ 39,000.00	\$ 450.00	\$ 29,250.00
34	18" REINFORCED CONCRETE PIPE (CLASS V)	32	LF	\$ 275.00	\$ 8,800.00	\$ 215.00	\$ 6,880.00	\$ 475.00	\$ 15,200.00	\$ 550.00	\$ 17,600.00	\$ 330.00	\$ 10,560.00
35	42" REINFORCED CONCRETE PIPE (CLASS III)	65	LF	\$ 450.00	\$ 29,250.00	\$ 380.00	\$ 24,700.00	\$ 750.00	\$ 48,750.00	\$ 500.00	\$ 32,500.00	\$ 175.00	\$ 11,375.00
36	24" REINFORCED CONCRETE PIPE (CLASS V)	549	LF	\$ 270.00	\$ 148,230.00	\$ 195.00	\$ 107,055.00	\$ 385.00	\$ 211,365.00	\$ 300.00	\$ 164,700.00	\$ 420.00	\$ 230,580.00
37	JACK AND BORE OPERATIONS (LEVEE CROSSING)	1	LS	LUMP SUM	\$ 80,000.00	LUMP SUM	\$ 75,000.00	LUMP SUM	\$ 78,000.00	LUMP SUM	\$ 110,000.00	LUMP SUM	\$ 90,000.00
38	JACK AND BORE OPERATIONS (UPRR CROSSING)	1	LS	LUMP SUM	\$ 160,000.00	LUMP SUM	\$ 270,000.00	LUMP SUM	\$ 273,000.00	LUMP SUM	\$ 250,000.00	LUMP SUM	\$ 225,000.00
39	CUSTOM GRATED LINE DRAIN	300	LF	\$ 230.00	\$ 69,000.00	\$ 100.00	\$ 30,000.00	\$ 205.00	\$ 61,500.00	\$ 90.00	\$ 27,000.00	\$ 80.00	\$ 24,000.00
40	ROADSIDE INFILTRATOR	1	EA	\$ 24,000.00	\$ 24,000.00	\$ 18,000.00	\$ 18,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 30,000.00	\$ 30,000.00
41	FLAP GATE	1	LS	LUMP SUM	\$ 14,000.00	LUMP SUM	\$ 12,000.00	LUMP SUM	\$ 17,000.00	LUMP SUM	\$ 20,000.00	LUMP SUM	\$ 11,000.00
42	48" STORM DRAIN MANHOLE	2	EA	\$ 7,500.00	\$ 15,000.00	\$ 8,500.00	\$ 17,000.00	\$ 9,000.00	\$ 18,000.00	\$ 7,500.00	\$ 15,000.00	\$ 12,000.00	\$ 24,000.00
43	72" STORM DRAIN MANHOLE	1	EA	\$ 11,000.00	\$ 11,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,500.00	\$ 9,500.00	\$ 12,000.00	\$ 12,000.00	\$ 18,000.00	\$ 18,000.00
44	84" STORM DRAIN MANHOLE	3	EA	\$ 15,000.00	\$ 45,000.00	\$ 13,000.00	\$ 39,000.00	\$ 23,000.00	\$ 69,000.00	\$ 17,000.00	\$ 51,000.00	\$ 20,000.00	\$ 60,000.00
45	MINOR CONCRETE (RETAINING CURB)	38	CY	\$ 65.00	\$ 24,700.00	\$ 95.00	\$ 36,100.00	\$ 570.00	\$ 21,660.00	\$ 900.00	\$ 34,200.00	\$ 600.00	\$ 22,800.00
46	MINOR CONCRETE (3' CONCRETE SWALE)	73	LF	\$ 90.00	\$ 6,570.00	\$ 155.00	\$ 11,315.00	\$ 41.00	\$ 2,993.00	\$ 30.00	\$ 2,100.00	\$ 100.00	\$ 7,300.00
47	MINOR CONCRETE (15' CONCRETE SWALE)	525	LF	\$ 230.00	\$ 120,750.00	\$ 250.00	\$ 131,250.00	\$ 205.00	\$ 107,625.00	\$ 60.00	\$ 31,500.00	\$ 280.00	\$ 147,000.00
48	MINOR CONCRETE (CURB AND GUTTER)	23	CY	\$ 770.00	\$ 17,710.00	\$ 700.00	\$ 16,100.00	\$ 683.00	\$ 15,709.00	\$ 1,200.00	\$ 27,600.00	\$ 1,000.00	\$ 23,000.00
49	MINOR CONCRETE (SIDEWALK)	110	CY	\$ 820.00	\$ 68,200.00	\$ 375.00	\$ 41,250.00	\$ 554.00	\$ 60,940.00	\$ 850.00	\$ 93,500.00	\$ 900.00	\$ 99,000.00
50	MINOR CONCRETE (DRIVEWAY)	15	CY	\$ 1,250.00	\$ 18,750.00	\$ 550.00	\$ 8,250.00	\$ 1,100.00	\$ 16,500.00	\$ 1,100.00	\$ 16,500.00	\$ 900.00	\$ 13,500.00
51	MINOR CONCRETE (ACCESS RAMP)	11	CY	\$ 900.00	\$ 9,900.00	\$ 1,100.00	\$ 12,100.00	\$ 795.00	\$ 8,745.00	\$ 1,500.00	\$ 16,500.00	\$ 1,300.00	\$ 14,300.00
52	MINOR CONCRETE (CURB RAMP)	13	CY	\$ 1,700.00	\$ 22,100.00	\$ 1,700.00	\$ 22,100.00	\$ 1,550.00	\$ 20,150.00	\$ 1,200.00	\$ 15,600.00	\$ 1,300.00	\$ 16,900.00
53	REMOVE CONCRETE (CURB, GUTTER, AND SIDEWALK)	2464	SF	\$ 3.00	\$ 7,392.00	\$ 8.00	\$ 19,712.00	\$ 9.00	\$ 22,176.00	\$ 8.00	\$ 19,712.00	\$ 4.00	\$ 9,856.00
54	STA 16+40 WATERLINE MODIFICATION	1	EA	\$ 12,500.00	\$ 12,500.00	\$ 18,000.00	\$ 18,000.00	\$ 18,300.00	\$ 18,300.00	\$ 10,000.00	\$ 10,000.00	\$ 51,000.00	\$ 51,000.00
55	STA 13+90 WATERLINE MODIFICATION	1	EA	\$ 8,000.00	\$ 8,000.00	\$ 14,500.00	\$ 14,500.00	\$ 12,000.00	\$ 12,000.00	\$ 10,000.00	\$ 10,000.00	\$ 41,000.00	\$ 41,000.00
56	SEWER MANHOLE MODIFICATION	1	EA	\$ 500.00	\$ 500.00	\$ 2,700.00	\$ 2,700.00	\$ 4,200.00	\$ 4,200.00	\$ 12,000.00	\$ 12,000.00	\$ 22,000.00	\$ 22,000.00
57	SEWER LATERAL MODIFICATION	1	EA	\$ 3,000.00	\$ 3,000.00	\$ 2,700.00	\$ 2,700.00	\$ 4,100.00	\$ 4,100.00	\$ 10,000.00	\$ 10,000.00	\$ 21,000.00	\$ 21,000.00
58	RELOCATE CHAIN LINK FENCE	600	LF	\$ 21.00	\$ 12,600.00	\$ 17.00	\$ 10,200.00	\$ 24.00	\$ 14,400.00	\$ 45.00	\$ 27,000.00	\$ 45.00	\$ 27,000.00
59	ROADSIDE SIGN (ONE POST)	4	EA	\$ 450.00	\$ 1,800.00	\$ 350.00	\$ 1,400.00	\$ 420.00	\$ 1,680.00	\$ 300.00	\$ 1,200.00	\$ 400.00	\$ 1,600.00
60	CABLE RAILING	680	LF	\$ 20.00	\$ 13,600.00	\$ 18.35	\$ 12,478.00	\$ 26.00	\$ 17,680.00	\$ 40.00	\$ 27,200.00	\$ 30.00	\$ 20,400.00
61	PAINT TRAFFIC STRIPE (THERMOPLASTIC)	2073	LF	\$ 3.00	\$ 6,219.00	\$ 1.75	\$ 3,627.75	\$ 4.00	\$ 8,292.00	\$ 15.00	\$ 31,095.00	\$ 6.00	\$ 12,438.00
62	PAINT PAVEMENT MARKING (THERMOPLASTIC)	40	SF	\$ 19.00	\$ 760.00	\$ 6.00	\$ 240.00	\$ 23.00	\$ 920.00	\$ 30.00	\$ 1,200.00	\$ 17.00	\$ 680.00
63	PAVEMENT MARKER (RETROREFLECTIVE)	22	EA	\$ 30.00	\$ 660.00	\$ 5.00	\$ 110.00	\$ 11.00	\$ 242.00	\$ 100.00	\$ 2,200.00	\$ 11.00	\$ 242.00
64	DEWATERING	1	LS	LUMP SUM	\$ 105,000.00	LUMP SUM	\$ 165,000.00	LUMP SUM					

**SECTION 00480**

**LIST OF SUBCONTRACTORS – BASE BID**

In accordance with the provisions of Public Contract Code sections 4100 et seq., the undersigned bidder sets forth the following:

- a. The name and location of the place of business of each subcontractor who will perform work or labor, or render service to the undersigned Prime Contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the Prime Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the undersigned Prime Contractor's total bid or in the case of bids for the construction of streets and highways, including bridges, in excess of one-half of one percent or ten thousand dollars (\$10,000), whichever is greater.\*
- b. The portion of the work which will be done by each such subcontractor. Only one subcontractor shall be listed for each such portion. If the Subcontractor is not performing all of the work under the bid item number(s) listed for that Subcontractor, the bidder shall set forth the portion of the work relating to said bid item number(s) that will be done by the Subcontractor.
- c. The total price to be paid by the Contractor for the work which will be done by each such Subcontractor as a percentage of the total base bid (see the table below). The grand total of all sums to be paid by the Contractor for all Subcontractor work shall not exceed thirty percent (30%) of the total base bid. Furthermore, during the performance of any Work under the Contract, the Contractor shall not award work valued at more than thirty percent (30%) of the Contract Price to Subcontractors without prior written approval of the Owner.

\*When there is a failure to list a subcontractor, as required, the law provides that the Contractor agrees to do the work with his or her own forces. In such case, bidder must be authorized to perform said work. Any bid not complying with the provisions hereof may be rejected.

\*\* Pursuant to Labor Code Section 1771.1, no contractor or Subcontractor may be listed on the bid proposal for this public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

Bid Item No.	Work to be Performed	License Number	DIR Reg. Number**	Percent of Total Base Bid	Subcontractor's Name and Address
24,25,45,46-52 39	CONCRETE	939644	1000003980	18%	JJ FISHER CONSTRUCTION P.O. BOX 2219, NIPOMO, CA
22,23	ASPHALT PAVING, COLD PLANE	767055	1000004169	5%	PAPICH CONSTRUCTION CO. P.O. BOX 2210, PISMO BEACH CA
1	SURVEYING	N/A Surveyor	N/A Surveyor	0.5%	McMillan Land Surveys 2306 Broad Street, San Luis Obispo, CA
61-63	STRIPING	318439	1000001377	0.1%	Toske Grading and Paving, Inc P.O. Box 407, Grover Beach, CA

(ATTACH ADDITIONAL NUMBERED PAGES IF NEEDED)

Raminha Construction, Inc.

(Name of Bidder)

April 4, 2019

(Date)

**SECTION 00480**

**LIST OF SUBCONTRACTORS – BASE BID**

In accordance with the provisions of Public Contract Code sections 4100 et seq., the undersigned bidder sets forth the following:

- a. The name and location of the place of business of each subcontractor who will perform work or labor, or render service to the undersigned Prime Contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the Prime Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the undersigned Prime Contractor's total bid or in the case of bids for the construction of streets and highways, including bridges, in excess of one-half of one percent or ten thousand dollars (\$10,000), whichever is greater.\*
- b. The portion of the work which will be done by each such subcontractor. Only one subcontractor shall be listed for each such portion. If the Subcontractor is not performing all of the work under the bid item number(s) listed for that Subcontractor, the bidder shall set forth the portion of the work relating to said bid item number(s) that will be done by the Subcontractor.
- c. The total price to be paid by the Contractor for the work which will be done by each such Subcontractor as a percentage of the total base bid (see the table below). The grand total of all sums to be paid by the Contractor for all Subcontractor work shall not exceed thirty percent (30%) of the total base bid. Furthermore, during the performance of any Work under the Contract, the Contractor shall not award work valued at more than thirty percent (30%) of the Contract Price to Subcontractors without prior written approval of the Owner.

\*When there is a failure to list a subcontractor, as required, the law provides that the Contractor agrees to do the work with his or her own forces. In such case, bidder must be authorized to perform said work. Any bid not complying with the provisions hereof may be rejected.

\*\* Pursuant to Labor Code Section 1771.1, no contractor or Subcontractor may be listed on the bid proposal for this public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

Bid Item No.	Work to be Performed	License Number	DIR Reg. Number**	Percent of Total Base Bid	Subcontractor's Name and Address
58.60	Fencing	463992	100009685	0.6%	Central Coast Fence 5405. 4th Street, Carpinter Beach, CA
37.38	Suck + Bore	678500	100005788	5%	Golden State Boring + Pipe Jacking Inc. 2000 Merrill Ave. Box 40 - China, CA

(ATTACH ADDITIONAL NUMBERED PAGES IF NEEDED)

Raminha Construction, Inc.

(Name of Bidder)

April 4, 2019

(Date)



**LIST OF SUBCONTRACTORS – ADDITIVE BID ITEM 1**

In accordance with the provisions of Public Contract Code sections 4100 et seq., the undersigned bidder sets forth the following:

- a. The name and location of the place of business of each subcontractor who will perform work or labor, or render service to the undersigned Prime Contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the Prime Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the undersigned Prime Contractor's total bid or in the case of bids for the construction of streets and highways, including bridges, in excess of one-half of one percent or ten thousand dollars (\$10,000), whichever is greater.\*
- b. The portion of the work which will be done by each such subcontractor. Only one subcontractor shall be listed for each such portion. If the Subcontractor is not performing all of the work under the bid item number(s) listed for that Subcontractor, the bidder shall set forth the portion of the work relating to said bid item number(s) that will be done by the Subcontractor.
- c. The total price to be paid by the Contractor for the work which will be done by each such Subcontractor as a percentage of the total base bid (see the table below). The grand total of all sums to be paid by the Contractor for all Subcontractor work shall not exceed thirty percent (30%) of the total base bid. Furthermore, during the performance of any Work under the Contract, the Contractor shall not award work valued at more than thirty percent (30%) of the Contract Price to Subcontractors without prior written approval of the Owner.

\*When there is a failure to list a subcontractor, as required, the law provides that the Contractor agrees to do the work with his or her own forces. In such case, bidder must be authorized to perform said work. Any bid not complying with the provisions hereof may be rejected.

\*\* Pursuant to Labor Code Section 1771.1, no contractor or Subcontractor may be listed on the bid proposal for this public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

Bid Item No.	Work to be Performed	License Number	DIR Reg. Number**	Percent of Total Bid for Additive Bid Item 1	Subcontractor's Name and Address
	<i>NONE</i>				

(ATTACH ADDITIONAL NUMBERED PAGES IF NEEDED)

*Raminha Construction, Inc.*  
 (Name of Bidder)

*April 4, 2019*  
 (Date)

00480-2

**LIST OF SUBCONTRACTORS – ADDITIVE BID ITEM 2**

In accordance with the provisions of Public Contract Code sections 4100 et seq., the undersigned bidder sets forth the following:

- a. The name and location of the place of business of each subcontractor who will perform work or labor, or render service to the undersigned Prime Contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the Prime Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the undersigned Prime Contractor's total bid or in the case of bids for the construction of streets and highways, including bridges, in excess of one-half of one percent or ten thousand dollars (\$10,000), whichever is greater.\*
- b. The portion of the work which will be done by each such subcontractor. Only one subcontractor shall be listed for each such portion. If the Subcontractor is not performing all of the work under the bid item number(s) listed for that Subcontractor, the bidder shall set forth the portion of the work relating to said bid item number(s) that will be done by the Subcontractor.
- c. The total price to be paid by the Contractor for the work which will be done by each such Subcontractor as a percentage of the total base bid (see the table below). The grand total of all sums to be paid by the Contractor for all Subcontractor work shall not exceed thirty percent (30%) of the total base bid. Furthermore, during the performance of any Work under the Contract, the Contractor shall not award work valued at more than thirty percent (30%) of the Contract Price to Subcontractors without prior written approval of the Owner.

\*When there is a failure to list a subcontractor, as required, the law provides that the Contractor agrees to do the work with his or her own forces. In such case, bidder must be authorized to perform said work. Any bid not complying with the provisions hereof may be rejected.

\*\* Pursuant to Labor Code Section 1771.1, no contractor or Subcontractor may be listed on the bid proposal for this public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

Bid Item No.	Work to be Performed	License Number	DIR Reg. Number**	Percent of Total Bid for Additive Bid Item 2	Subcontractor's Name and Address
	NONE				

(ATTACH ADDITIONAL NUMBERED PAGES IF NEEDED)

Raminha Construction, Inc.

(Name of Bidder)

April 4, 2019

(Date)

**END OF SECTION**

00480-3

## UTILITY RELOCATION AGREEMENT

### Oceano Drainage Improvement Project Oceano, California

**THIS UTILITY RELOCATION AGREEMENT** ("Agreement") is made by and between the **OCEANO COMMUNITY SERVICES DISTRICT**, a community services district, hereinafter referred to as "District," and the **COUNTY OF SAN LUIS OBISPO**, a political subdivision of the State of California, hereinafter referred to as "County." (Hereafter, the District and the County may also be referred to as the "Parties.")

#### WITNESSETH:

**WHEREAS**, the County is preparing to install storm drain improvements associated with the Oceano Drainage Improvement Project (WBS 300465) in Oceano, California (hereinafter the "Project"); and

**WHEREAS**, the plans, specifications, and estimates (PS&E) for the construction of the Project shall hereinafter be referred to as the "Project Plans"; and

**WHEREAS**, the County has provided the District a copy of the Project Plans; dated November 13, 2017; and

**WHEREAS**, the area within ten (10) feet of any digging or excavation work contemplated by the Project Plans shall hereinafter be referred to as the "Conflict Area;" and

**WHEREAS**, the District's water and sewer pipelines and related facilities (hereinafter "District Utility Lines") that are within the Conflict Area need to be relocated; and

**WHEREAS**, the Project Plans show approximately sixty (60) linear feet of District Utility Lines located within the Conflict Area for work shown along Dolphin Avenue (hereinafter the "Dolphin Avenue Facilities"); and

**WHEREAS**, District Utility Lines located within the Conflict Area for work on any other portion of the Project (i.e., any work other than the Dolphin Avenue work) shall hereinafter be referred to as the "Other District Facilities;" and

**WHEREAS**, the Other District Facilities include the District Utility lines located within the Project areas described in the attached Exhibit "A" (which constitute approximately four hundred (400) linear feet of District Utility Lines); and

**WHEREAS**, the District hereby represents that it is not aware of any other District Utility Lines that would constitute Other District Facilities other than those located within the Project areas described in the attached Exhibit A; and

**WHEREAS**, the Parties desire to work together to coordinate the relocations work with the Project's construction contract (hereafter, "Construction Contract") pursuant to the terms of the Agreement; and

**WHEREAS**, the Parties acknowledge that the Project's Construction Contract will be performed in highways and funded with federal funds; and

**WHEREAS**, it is understood that said highway is a Federal aid highway and accordingly, 23 CFR, Chapter 1, Part 645 is hereby incorporated into this Agreement. In addition, the provisions of 23 CFR 635.410, Buy America, are also incorporated into this Agreement. The Buy America requirements are further specified in Moving Ahead for Progress in the 21st Century (MAP-21), section 1518; 23 CFR 635.410 requires that all manufacturing processes have occurred in the United States for steel and iron products (including the application of coatings) installed on a project receiving Federal funding; and

**WHEREAS**, the Parties understand and acknowledge that this Project is subject to the requirements of the Buy America law (23 U.S.C., Section 313) and applicable regulations, including 23 CFR 635.410 and FHWA guidance. The County hereby certifies that in the performance of this Agreement, for products where Buy America requirements apply, it shall use only such products for which it has received a certification from its supplier, or provider of construction services that procures the product certifying Buy America compliance. This does not include products for which waivers have been granted under 23 CFR 635.410 or other applicable provisions or excluded material cited in the Department's guidelines for the implementation of Buy America requirements for utility relocations issued on December 3, 2013.

**NOW, THEREFORE**, the Parties hereto agree as follows:

A. Recitals

1. The above recitals are incorporated herein by reference as though fully set forth herein.

B. Allocation of Costs

1. "Relocation Work" shall mean all design, construction, inspection, and Project administration work relating to the relocation of any District Utility Lines within the Conflict Area pursuant to the Project's Construction Contract.
2. Except as otherwise expressly provided for in this Agreement, the District shall be responsible for all reasonable costs of the Relocation Work associated with the Other District Facilities.
3. Except as otherwise expressly provided for in the Agreement, the County shall be responsible for all reasonable costs of the relocation Work associated with the Dolphin Avenue Facilities.
4. The Parties acknowledge that, to the extent the construction of the relocation of any District Utility Lines is performed as part of the Project's Construction Contract, the

construction work shall be performed by the independent contractor (hereafter "Contractor") that is awarded said Construction Contract based upon the lowest responsive bid on the base contract under Public Contract Code Section 20103.8(a). The Parties agree that, as between the District and the County, the Contractor's bid price for any additive bid item regarding the relocation of Other District Facilities shall be deemed reasonable subject to the terms of this Agreement.

5. The Parties further acknowledge that neither the County nor the District guarantees the performance of the Contractor, and neither Party insures or indemnifies the other Party for any breaches of the Construction Contract by the Contractor. Except as otherwise expressly provided for in this Agreement, neither the County nor the District are responsible for any costs or damages incurred by the other Party arising from a breach of the Construction Contract by the Contractor.

### C. Preconstruction Work

1. The parties acknowledge that the County shall not be responsible for the design of any Relocation Work. As the owner of the District Utility Lines, the District shall be solely responsible for preparation of all necessary plans, specifications, and estimates (PS&E) for the relocation of any District Utility Lines.
2. In order to facilitate the timely completion of the Project, the County has retained a design engineer to prepare the PS&E for the relocation of the Dolphin Avenue Facilities, which have been included in the Project Plans. The portions of the Project Plans regarding the relocation of the Dolphin Avenue Facilities have already been reviewed and approved by the District's retained engineer, and the District hereby approves those portions of the Project Plans regarding the relocation of the Dolphin Avenue Facilities.
3. The District has provided the County the District's final PS&E for the construction of the relocation of the Other District Facilities. Said PS&E are dated January 19, 2018 and were prepared by the District's retained engineer. Pursuant to the latest approved County construction standards, any above grade facilities included in said PS&E shall ensure 10-foot clearance and any affected valves or covers shall be adjusted to finish grade. The District shall be responsible for ensuring that said PS&E are in compliance with any applicable laws and regulations, including any State Health Department utility separation requirements.
4. The District is responsible for the accuracy and completeness of all documents and information submitted to the County relating to the design, bidding, and/or construction of the relocations of any District Utility Lines. The County assumes no responsibility for the accuracy or completeness of any documents or information submitted on behalf of the District relating to the design, bidding, and construction

of Relocation Work. The District shall defend, indemnify and hold harmless the County, its officers, agents, and employees from any and all claims, demands, damages, costs, expenses, judgments or liability (hereafter "Claims") arising from any assertions regarding the inaccuracy or incompleteness of any documents and information submitted to the County relating to the design, bidding, and/or construction of the Relocation Work, including but not limited to any Claims by the construction Contractor that said inaccuracy or incompleteness caused by the Contractor to incur delays, additional costs or monetary damages.

5. The County agrees that it will satisfy all preconstruction environmental planning requirements of the Project under the California Environmental Quality Act, National Environmental Policy Act, and related environmental regulations with respect to any Relocation Work performed under the County's Construction Contract. However, the District shall remain responsible for all reasonable costs relating to any construction work addressing and/or mitigating any environmental or related matters associated with any Relocation Work regarding the Other District Facilities. (For example, if any Native American artifacts or remains are located in any areas where said Relocation Work is to be performed, the District shall remain responsible for all reasonable costs incurred in addressing and/or mitigating said matters, regardless of whether or not said Native American artifacts or remains were addressed in any preconstruction environmental planning documents.)

D. Required Deposit of Funds by District

1. The District shall pay the County an initial deposit of \$109,868.00 for the Relocation Work relating to the Other District Facilities within seven (7) days of receiving a written demand therefor from the County Public Works Department. If said deposit is not received by County by said date, the Relocation Work relating to the Other District Facilities will not be part of the Project and the District shall independently relocate the Other District Facilities at its own expense no later than May 31, 2019. (Hereafter, the term "Deposit Amount" shall refer to the amount of said initial deposit, plus any subsequent deposits and less any deposit refunds made under this Agreement.
2. If the District does pay the County the initial Deposit Amount of \$109,868.00 within seven (7) days of receiving a written demand therefor from the County Public Works Department, the District's PS&E for the construction of the relocation of the Other District Facilities shall be incorporated into the Project Plans for the purpose of including the relocation of the Other District Facilities as an additive bid item when the Construction Contract for the County's Projects is advertised for bids pursuant to Public Contract Code Section 20103.8(a). (If the County elects to advertise the Construction Contract for bids before said seven (7) day period expires, and said deposit is not received within said seven (7) day period, the County will issue an addendum to the Construction Contract deleting the inclusion of the relocation of

Other District Facilities as an additive bid item, the Relocation Work relating to the Other District Facilities will no be part of the Project, and the District shall independently relocate the Other District Facilities at its own expense no later than May 31, 2019.

E. Award of County Project Construction Contract

1. The below subsections of this Section E are applicable only if the relocation of the Other District Facilities is included as an additive bid item in the Construction Contract for the County's Project pursuant to this Agreement.
2. If the relocation of the Other District Facilities is included as an additive bid item pursuant to this Agreement, the lowest bid shall be the lowest responsive bid price on the base contract for the Project without consideration of the bid prices on any additive or deductive items included in the County's bid solicitation pursuant to subdivision (a) of Public Contract Code Section 20103.8. In other words, any amount(s) bid as the bid price for the additive bid item for constructing the relocation of the Other District Facilities shall be irrelevant to the County's determination of the lowest responsive bid.
3. After the bids are opened, the County will provide the District with written notice of which bid has been determined to be the lowest responsive bid by the County's Public Works Department pursuant to the criteria set forth in subdivision (a) of Public Contract Code Section 20103.8. (Said written notice by the County shall hereafter be referred to as the "Low Bid Notice.") the County will try to send out the Low Bid Notice within five (5) business days of the bid opening date, but the notice may be delayed if any bidder(s) submit a bid protest (or to allow the time for submitting a protest to lapse). If the District has any objection to the County's determination of the lowest responsive bid, the District's sole remedy is to timely provide the County with written notice that the District is rejecting having the relocation of the Other District facilities performed as part of the Project's Construction Contract as set forth below. The District hereby waives any right(s) it may have to protest or challenge in any forum (including any administrative procedures of the County or judicial proceedings of the courts) the County's determination of the lowest responsive bid. The District further waives any claims for damages against the County arising from any alleged erroneous determination by the County of the lowest responsive bid.
4. The District shall have seven (7) days from the date the County provided the Low Bid Notice to the District to provide the County written notice of the District's decision to reject having the relocation of the Other District Facilities performed as part of the Project's Construction Contract. If the County does not receive such written notice of rejection within seven (7) days of the Low Bid Notice, and the District timely pays any supplemental deposit amounts required in Section E.6 below, then (a) the District

shall be deemed to have approved the additive bid amount for the relocation of the Other District Facilities submitted by the lowest responsive bid (as determined by the County), (b) the County shall accept said additive bid item, and (c) said relocation of the Other District Facilities shall be performed as part of the Project's Construction Contract. If the District does provide such written notice of rejection within seven (7) days after date the County provided the Low Bid notice to the District, or fails to timely pay any supplemental deposit amounts required in Section E.6. below, this shall result in the following: (a) the Deposit Amount shall be promptly returned to the District (less any reasonable costs incurred by the County for any relocation Work regarding the Other District Facilities); (b) the County will not include the additive bid item as part of the Project Construction Contract; and (c) the District shall independently relocate the Other District Facilities at its own expense no later than May 31, 2019, or as otherwise agreed in a separate written agreement signed by the District's General manager and the County Director of Public Works.

5. In the event the county's Public Works Department ever later sends the District a subsequent Low Bid Notice as a result of a bid protest for any other reason whatsoever, the last Low bid Notice provided to the District shall be considered the only Low Bid notice for purposes of this Section E, any prior versions of the Low Bid Notice shall be deemed null and void, and all District deadlines identified in this Section E shall be reset based upon the last Low Bid Notice.
6. If the bid amount for the additive bid item for the Other District Facilities on the lowest responsive bid (as determined by the County) is greater than \$99,880.00, the District must pay the supplemental deposit described in this paragraph in order for the County to be obliged to accept that additive bid. If the bid amount for the additive bid item for the Other District Facilities on the lowest responsive bid (as determined by the County) is greater than \$99,880.00, the District must pay the County a supplemental deposit in a an amount equal to 110% of the amount in excess of \$99,880.00 within fourteen (14) calendar days of the date the County provided the Low bid Notice to the District. If said supplemental deposit is not received by County by that date, the relocation of the Other District Facilities will not be part of the Project and the District shall independently relocate the Other District Facilities at its own expense no later than May 31, 2019, or as otherwise agreed in a separate written agreement signed by the District's General Manager and the County Director of Public Works.
7. Notwithstanding the foregoing, the County reserves its right to reject all bids for the Project (including the relocation Work), and to not award any Construction Contract at all. If the County does exercise this right, each party shall be responsible for bearing its own costs, expenses, and damages relating to this Agreement.



8. If the District does independently relocate the Other District Facilities, the District shall comply with all applicable laws and regulations, including the obligation to obtain an encroachment permit from the County for any relocation work within any County right of way.

F. Adjustments to Deposit Amount

1. In the event the Deposit Amount ever falls below 110% of the County's Third Party Costs ("County 3P Costs") relating to the Other District Facilities, the County shall have the right to request in writing that the District pay an additional deposit to the County in an amount that would make the Deposit Amount equal to 110% of said County 3P Costs. (For purposes of this Agreement, "County 3P Costs" shall refer to the Contractor's total bid price for the additive bid item for the relocation of the Other District Facilities, plus/minus any increases/decreases in the contract price for said work under the Construction Contract per change orders executed by the County in a manner consistent with this Agreement, plus any reasonable costs the County pays an outside consultant for any services relating to said Relocation Work). Within ten (10) days of being provided such written request from the County, the District shall pay to the county an amount that would make the District's Deposit Amount equal to 110% of said 3P Costs. If the County does not receive a District payment within said time period in an amount sufficient to make the Deposit Amount equal to at least 110% of said County 3P Costs, the County shall be entitled to recover interest from the District on the amount the District failed to so timely pay at the rate of 2% per month.
2. In the event the Deposit Amount ever exceeds 110% of the County 3P Costs for the relocation Work relating to the Other District Facilities, the District shall have the right to request in writing a refund of the amount by which the Deposit Amount exceeds 110% of said County 3P Costs. Within ten (10) days of being provided such written request from the District, the County shall refund to the District an amount that would make the District's Deposit Amount equal to 110% of said County 3P Costs. If the district does not receive a refund payment from the County within said time period in an amount sufficient to make the Deposit Amount equal to no more than 110% of said County 3P Costs, the District shall be entitled to recover interest from the County on the amount the District failed to so timely pay at the rate of 2% per month.

G. Construction of Relocation Work

1. The parties acknowledge that the County shall not be responsible for inspecting any work under the Construction Contract relating to the relocation of any District Utility Lines, including but not limited to, any testing of any District Utility Lines relocated pursuant to the Construction Contract. As between the District and the County, the District shall be solely responsible for any and all such inspections.

2. The County will forward to the District any Request for Information ("RFI") it receives from the Contractor pertaining to the construction of the relocation of any District Utility Lines, and the District shall be obliged to provide a timely response to the County regarding the RFI.
3. The District shall provide, in a timely manner, all inspections necessary to verify that any work under the Construction Contract relating to the relocation of any District Utility Lines is constructed in conformance with the Construction Contract. The District shall coordinate any such inspections with the Contractor, and shall have access to the job site to inspect the construction and testing of any such work.
4. The District acknowledges that the Contractor is responsible for the safety of the job site. The District shall hold the County harmless of any claim arising from any injury to District property or personnel which may occur on the job site that is not caused by an act of negligence of the County, a County employee, or an agent of the County. Similarly, if an independent consultant or contractor of the District suffers any injury to person or property while on the job site, the District shall defend and indemnify the County from any and all such claims related thereto unless an act of negligence of the County, a County employee, or an agent of the County caused the injury.
5. The District shall immediately report to the County any substandard or defective work or materials discovered by the District relating to the relocation of any District Utility Lines that is not in compliance with the Construction Contract. If the County receives such a timely report from the District, the County shall direct the Contractor to repair or replace any such materials or work which the County agrees is substandard or defective. The Parties acknowledge that no inspection performed by the District under this Agreement shall relieve the Contractor of its obligation to perform any work in accordance with the Construction Contract. The District acknowledges that the County's sole and exclusive obligations with respect to any substandard or defective work or materials are set forth in this Agreement. In the event the District fails to immediately report any substandard or defective work or materials to the County, or later discovers any substandard or defective work or materials, the District shall have no claims against the County for any District damages relating to any such substandard or defective work or materials.
6. Prior to making any payment to the Contractor for any work under the Construction Contract relating to the relocation of any District Utility Lines, the County shall provide written notice to the District regarding the proposed payment amount for work relating to the relocation of any District Utility Lines. Within five (5) days of being provided said notice, the District shall notify the County in writing of any reasonable objections it has to the proposed payment amount with sufficient particularity so that the Contractor and/or the County can take whatever appropriate actions may be

necessary to address the District's objection(s). The District will be deemed to have approved any payment items which are not so objected to in writing within said five (5) day period. In the event the District provides a timely written objection to any payment items, and a payment to the Contractor is denied, delayed or reduced by the County in response to a District objection, the District shall hereby defend, indemnify and hold harmless the County from any and all liability, damages, claims, demands, and costs (including costs of defense and attorney fees) relating to, or arising from, any claims by the Contractor that said denial, delay or reduction in payment was improper or unlawful. Although the County reserves the right to disregard any objection it receives from the District that the County deems to be unreasonable, the District's above obligation to defend, indemnify and hold harmless the County shall apply regardless of the reasonableness of the District's objection.

7. Prior to giving its final approval of any proposed change order for any work under the Construction Contract relating to the relocation of any District Utility Lines, the County shall notify the District in writing by providing the District a copy of the proposed change order. As expeditiously as reasonable possible, and no later than 48 hours of being provided said notice by email and facsimile, the District shall notify the County in writing (by email and facsimile) of any reasonable objections it has to the proposed change order with sufficient particularity so that the Contractor and/or the County can take whatever appropriate actions may be necessary to address the District's objection(s). It is understood and agreed by the Parties that any District approval regarding proposed change orders to the Dolphin Avenue Facilities shall be only in regards to the Relocation work and not as to cost of the change in work, as any such change in cost shall be paid by the County pursuant to this Agreement. The District will deemed to have approved any proposed change orders which are not so timely objected to in writing. In the even the District provides a timely written objection to any proposed change order, and the proposed change order is denied, delayed or reduced by the County in response to a District objection, the District shall hereby defend, indemnify and hold harmless the County from any and all liability, damages, claims, demands, and costs (including costs of defense and attorney fees) relating to, or arising from, any claims by the Contractor that said denial, delay or reduction was improper or unlawful. Although the County reserves the right to disregard any objection it receives from the District that the County deems to be unreasonable, the District's above obligation to defend, indemnify and hold harmless the County shall apply regardless of the reasonableness of the District's objection.
8. Notwithstanding the foregoing, the Parties recognize that exigent circumstances may arise at the job site where it would be impractical for the County to provide written notice to the District before the County ordered the Contractor to perform work relating to the relocation of District Utility Lines that is different than that set forth in the Construction Contract. Under such exigent circumstances, the County is not obliged to providing the District with any written notice before ordering the

Contractor to perform the changed work. To the extent it is practical, the County shall try to consult with the District under such circumstances.

9. The construction of the relocation of any District Utility Lines performed under the Construction Contract shall be deemed completed on the earliest "completion" date under Public Contract Code Section 7107(c)). Upon such completion date, the District shall automatically assume full, complete and sole ownership and control over the District Utility Lines installed as part of the Construction Contract, and shall be solely responsible for the operation and maintenance of said facilities. The County shall not be responsible for any costs incurred for and Relocation Work on any District Utility Lines after said completion date, unless said costs are incurred as a result of a breach of an express obligation of the County provided for in this Agreement.
10. The District's failure to provide the County a timely written objection to a proposed payment to the Contractor under Section G.6. above shall constitute an acknowledgement by the District that it is not aware of any substandard or defective work or materials regarding any of the Relocation Work relating to the proposed payment. Prior to making a final payment to the Contractor, the County reserves the right to require that the District provide the County a list of any and all written objections it has provided the County pursuant to Section G.5. and G.6. above that the District does not believe have been properly resolved. The District shall provide the County a written response within five (5) days of being provided a written notice by the County that the County is exercising its rights under this subsection. The District's written response shall either list and describe any such objections, or simply state that no such objections exist. If the District does not respond within said five (5) day period, the District shall be deemed to have acknowledged that no such objections exist.
11. The County's Construction Contract shall require that the District, its directors, officers, and employees be named as additional insured's for the Relocation Work under the general liability and automobile insurance policies of the construction Contractor.
12. The County's Construction Contract shall identify the District as an expressed third-party beneficiary of any and all terms, provisions, plans, specifications and drawings in the Construction Contract relating to any work and materials regarding any District Utility Lines and the District shall have all rights and remedies against the Contractor for latent and other defects.
13. The Construction Contract shall require the Contractor to defend, indemnify, and save harmless the District, its director, officers, and employees in the same manner as the County under the Construction Contract.

14. Upon completion of the Project, the District will apply for an encroachment permit from County for any District Utility Lines within the County right of way. The District will be responsible for all general provisions of the encroachment permit, and the County agrees to issue the District said encroachment permit.

#### H. District Reimbursement of County Costs

1. The District shall reimburse the County for all reasonable costs incurred by the County relating to the Relocation Work associated with the Other District Facilities including but not limited to (a) any Relocation Work relating to change orders approved by the County in a manner consistent with the terms of this Agreement, and (b) any amounts the County deems reasonable to pay the Contractor to settle any claims made by the Contractor regarding work under the Construction Contract relating to the relocation of any Other District Facilities.
2. The Parties agree that the portion of the County's internal costs (i.e. County Staff time) for Project administration work attributable to the Relocation Work (including, but not limited to costs relating to reviewing and assembling the bid package, advertising and evaluating bids, award of contract, pre-construction environmental planning and compliance, processing payments to the Contractor, and other Construction Contract administration) shall be calculated as 10 percent of the construction cost of the relocation of the Other District Facilities. The District shall reimburse the County for all of the County's 3P Costs (as defined in Section F.1. above).

#### I. General Provisions

1. Time is of the essence. If the District fails to act in a timely manner, and said failure causes the County to incur additional cost under the Construction Contract, the District shall reimburse the County for any and all such costs. Unless otherwise specified, whenever the term "day" or "days" is used herein, it shall mean calendar days.
2. The County reserves the right to not proceed with the Project, or any portion thereof, for any reason. In the event the County exercises such right in writing, no Relocation Work shall be required under this Agreement, and the District shall be obliged to reimburse the County for all costs incurred by the County relating to the Relocation Work up to the date the County provides such written notice.
3. The District shall defend, indemnify and save harmless the County, its officers, agents, and employees from any and all claims, demands, damages, costs, expenses, judgments or liability arising from any act or omission of the District that is negligent or otherwise in breach of this Agreement.

4. The County shall defend, indemnify and save harmless the District, its officers, agents, and employees from any and all claims, demands, damages, costs, expenses, judgments or liability arising from any act or omission of the County that is negligent or otherwise in breach of this Agreement.
5. This Agreement shall not be changed or modified except upon written consent of the parties hereto.
6. Non-enforcement of any term, covenant or provision of the Agreement by either party shall not be considered a waiver by that party of rights under that Agreement or a waiver of any breach of the Agreement. To the extent any conduct of a party is construed as a waiver, the party's waiver of the breach of any on term, covenant or provision of this Agreement shall not be a waiver or a subsequent breach of the same term, covenant or provision of this Agreement:
7. This Agreement has been executed and delivered in, and shall be interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of California. All duties and obligations of the parties created hereunder are performable in the County of San Luis Obispo; and such County shall be that venue for any action or proceeding that may be brought or arise out of, in connection with, or by reason of, this Agreement. If any action or other proceeding is filed to enforce or interpret this Agreement or any provision herein, the prevailing party shall be entitled to recover from the non-prevailing party, in addition to all other relief, its reasonable attorneys' and expert witnesses' fees, expenses and costs incurred in preparation for such action or proceeding, in pursuing such action or proceeding, on appeal from any such action or proceeding, and in collecting any monetary award resulting from such action or proceeding.
8. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.
9. Unless otherwise provided, all notices herein required shall be in writing, shall be delivered either by email or United States first class mail, postage prepaid. Notices required to be given to County shall be addressed as follows:

First Class Mail Delivery  
Department of Public Works  
Room 206 County Government Center  
San Luis Obispo, CA 93408  
Attn: Dave Flynn, Deputy Director

-Or-

Email Delivery  
[dflynn@co.slo.ca.us](mailto:dflynn@co.slo.ca.us)  
[pwd@co.slo.ca.us](mailto:pwd@co.slo.ca.us)

-Or-

Facsimile (Fax)  
(805) 781-1229

Notices required to be given to District shall be addressed as follows:

First Class Mail Delivery  
Oceano Community Services District  
1655 Front Street  
Oceano, CA 93445  
Attn: Paavo Ogren, General Manager

-Or-

Email Delivery  
[paavo@oceanocsd.org](mailto:paavo@oceanocsd.org)  
[office@oceanocsd.org](mailto:office@oceanocsd.org)

-Or-

Facsimile (Fax)  
(805) 481-6836

Notices sent by email or facsimile (fax) shall be deemed provided to, and received by, the other party when the email or facsimile (fax) was properly sent. Notices sent by first-class U.S. mail shall be deemed provided to the other Party on the third business day after it was sent. If this Agreement specifically provides notices by email and facsimile, such notices will not be deemed provided by any other means.

10. This Agreement is intended by the parties as a final expression of their understanding with respect to the matters contained herein and is a complete and exclusive statement of the terms and conditions thereof.
11. The time for the parties to commence and/or complete their obligations required by this Agreement shall be extended for such period reasonable necessary to take into account any delays caused by riots, insurrections, martial law, civil commotion, war, flood, earthquakes or other acts of God.
12. Each party to this Agreement agrees to do all things that may be necessary, including without limitation, the execution of all documents which may be required hereunder, in order to implement and effectuate this Agreement.
13. The parties acknowledge that each party and its attorneys have reviewed, negotiated and revised this Agreement; and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in

the interpretation of this Agreement or any document executed and delivered by any party in connection with the transactions contemplated by this Agreement.

14. Unless this Agreement (or other applicable law) specifically requires and action by the County Board of Supervisors, all County actions under this Agreement are delegated to the County Director of Public Works (or the Director's designee). Unless this Agreement (or other applicable law) specifically requires an action by the District's Board, all District actions under this Agreement are delegated to the District's General Manager (or the General manager's designee).

15. This Agreement is effective as of the date it is fully executed by the Parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year set forth below.

Oceano Community Services District

By: Chindam Austin

Date: 1-18-~~18~~<sup>19</sup>19

**ATTEST:**

By: C. C. C.  
Clerk of the District

Date: 1/18/19

COUNTY OF SAN LUIS OBISPO

By: Debbie Arnold  
Chairperson of the Board of Supervisors  
County of San Luis Obispo  
State of California

Date: February 26, 2019

**ATTEST:**

By: TOMMY GONG  
County Clerk and Ex-Officio Clerk  
Of the Board of Supervisors  
County of San Luis Obispo  
State of California

Date: February 26, 2019

By: SANDY CURRENS  
**Deputy Clerk**

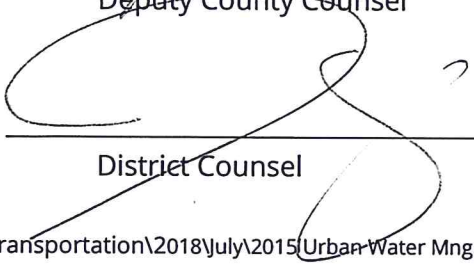


**APPROVED AS TO FORM AND LEGAL EFFECT**

RITA NEAL  
COUNTY COUNSEL

By:  \_\_\_\_\_  
Deputy County Counsel

Date: 1/2/19

By:  \_\_\_\_\_  
District Counsel

Date: 1/2/19

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## Exhibit A to Reimbursement Agreement

### Other District Utilities

1. Paso Robles Street: relocate the waterline at project station 10+65; 15' right as shown on Sheet 8 of the project plans.
2. State Route 1: relocate the waterline at project station 10+90 as shown on Sheet 8 of the project plans.
3. Railroad Street: relocate the sewer line at project station 13+55 as shown on Sheet 12 of the project plans. Atlas information is different from pothole information obtained along the sewer line.
4. 15<sup>th</sup> Street: relocate the waterline at project station 13+80 as shown on Sheet 10 of the project plans.
5. 15<sup>th</sup> Street at Paso Robles Street: relocate the waterline at project station 10+15 as shown on Sheet 11 of the project plans.
6. Relocate any surface facilities or markers not yet identified to ensure 10-foot clearance from the edges of the proposed storm drain line and any appurtenances thereto.
7. Adjust to finished grade any valve or vault covers not yet identified.
8. Railroad Street: relocate waterline at station 13+45 as marked on Sheet 12 of plans.