

# OCEANO COMMUNITY SERVICES DISTRICT

RESOLUTION NO. 2015-09

## RESOLUTION AUTHORIZING THE GENERAL MANAGER TO EXECUTE REIMBURSEMENT AGREEMENTS FOR COSTS ASSOCIATED WITH UTILITY SERVICE REQUESTS

The following resolution is now offered and read:

**WHEREAS**, the Oceano Community Services District (hereinafter referred to as "District") operates a community water system and a community wastewater system; and

**WHEREAS**, from time to time, individuals, businesses, property owners, and other organizations (hereinafter referred to individually as the "applicant") request to connect to such systems, obtain the applicable utility service from the District, and/or relocate or modify utilities that facilitate the use of such systems by the applicant ; and

**WHEREAS**, engineering, financial, administrative, legal evaluations, District field work, District labor, and other work (hereinafter referred to as "District Services") are often required in order to (1) determine any conditions that may be necessary to accommodate a particular request and (2) execute and/or monitor the physical implementation of a particular project; and

**WHEREAS**, the costs incurred by the District in performing the District Services can vary depending on the nature of the request; and

**WHEREAS**, District Ordinance 2006-1 requires that "all costs and expenses incident to the installation and connection of water or other work" shall be paid by the Applicant; and

**WHEREAS**, establishing a reimbursement agreement between the District and the applicant that describes the scope of the District Services and the obligation of the applicant to pay all costs incurred by the District in connection with the District Services is necessary to ensure that the general District-wide taxpayers and/or existing utility customers do not pay these costs; and

**WHEREAS**, it is in the public interest to authorize the General Manager to enter into a reimbursement agreements for such District Services subject to the approval as to form and legal effect by District Counsel.

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED** by the Board of Directors of the Oceano Community Services District, as follows:

1. That the General Manager is authorized to sign reimbursement agreements for District Services (as defined herein) associated with utility service requests to (1) determine any conditions that may be necessary to accommodate a particular request and (2) execute and/or monitor the physical implementation of a particular project. Any such

reimbursement agreement shall be substantially the same form as the template attached hereto as Exhibit "A" and incorporated herein by this reference provided that the reimbursement agreements are approved as to form and legal effect by the District's legal counsel.

Upon motion of Director Blackburn, seconded by Vice President White, and on the following roll call vote, to wit:

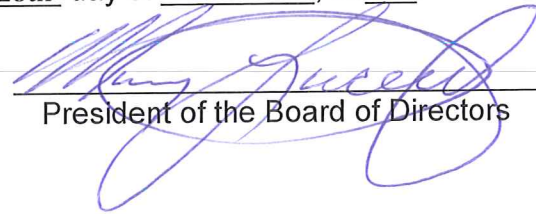
AYES: Director Blackburn, Vice President White, Director Angello, Director Guerrero, President Lucey

NOES: None

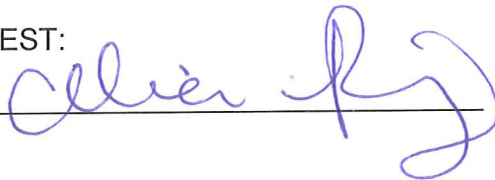
ABSENT: None

ABSTAINING: None

the foregoing Resolution is hereby adopted on the 28th day of October, 2015.

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

ATTEST:

  
\_\_\_\_\_

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**Oceano Community Services District**

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**Exhibit "A"**  
**DISTRICT SERVICES REIMBURSEMENT AGREEMENT**

This Agreement is entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ by and between \_\_\_\_\_ (hereinafter referred to as "Applicant") and the Oceano Community Services District (hereinafter referred to as "District").

**WITNESSETH**

**WHEREAS**, Applicant has requested (insert description of requested review)  
\_\_\_\_\_ in  
connection with its proposal to (insert description of activity/project)  
\_\_\_\_\_  
\_\_\_\_\_ (hereinafter referred to as "Project"); and

**WHEREAS**, (insert background or history of Project)  
\_\_\_\_\_; and

**WHEREAS**, (insert any applicable legal authority)  
\_\_\_\_\_; and

**WHEREAS**, the Board of Directors of the Oceano Community Services District authorized the General Manager to execute and enter into a District Services Reimbursement Agreements on (insert date) per Resolution No. XX-XXX; and

**WHEREAS**, the purpose of this Agreement is to set forth the terms and conditions under which the Applicant will reimburse the District for its review, analysis, recommendations, comments and critique in connection with (insert description of requested review)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions, promises and agreements herein set forth, Applicant and District mutually covenant and agree as follows:

**A. TYPE OF ACTIVITIES ELIGIBLE FOR REIMBURSEMENT**

Applicant will provide reimbursement to District for any and all expenses incurred by District related to its review, analysis, recommendations, comments and critique in

connection with (insert description of requested review)  
including, but not limited to (insert description of specific work items if applicable)

**B. OBLIGATIONS**

1. Applicant shall submit to District and maintain a deposit account in the amount of equal to the application fee established by District Ordinance 2006-1 Article (2)(2). District will provide a monthly invoice to Applicant for costs incurred by District which amount shall become due and payable within fifteen (15) days. If Applicant fails to make the requisite payment within thirty (30) days of the District's invoice, the District, in its sole discretion, may terminate this Agreement, impose a late fee equal to one half of one percent per month of the outstanding balance and/or utilize the deposit to reimburse District for work performed in accordance with the provisions of this Agreement. Upon termination or completion of the work performed in accordance with the provisions of this Agreement, the District will return any remaining portion of the deposit to Applicant.
2. For all services rendered by District personnel, Applicant shall be charged and pay District the actual cost.
3. Applicant shall defend, indemnify and save harmless District, its officers, agents and employees from any and all claims, demands, costs, expenses, or liability occasioned by the performance or attempted performance of the provisions hereof, or in any way arising out of this Agreement, including, but not limited to, inverse condemnation, equitable relief, or any wrongful act or any negligent act or omission to act on the part of Applicant or of its agents, employees, or independent contractors directly responsible to Applicant, providing further that the foregoing shall apply to any wrongful acts, or any actively or passively negligent acts or omissions to act, committed jointly or concurrently by Applicant, Applicant's agents, employees, or other representatives. Nothing contained in the foregoing indemnity provisions shall be construed to require Applicant to indemnify District against any responsibility or liability in contravention of Section 2782 of the Civil Code.
4. Applicant shall be responsible for acquiring any landowner permission needed to accomplish any work related to (insert description of requested review)
5. Applicant shall be responsible for meeting and providing evidence of compliance with the following conditions: (insert description of conditions)



**C. GENERAL TERMS**

1. Applicant's obligation to reimburse District is not contingent or in any way dependent on any approval by the District, the County or any other regulatory body required in connection with the Project. Any approval of the (insert description of requested review)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
pursuant to this Agreement shall not be deemed an approval of the Project as a whole.

2. Unless otherwise provided, all notices herein required shall be in writing and delivered in person or sent by United States first class mail, postage prepaid. Notices required to be given to District shall be addressed as follows: General Manager, Oceano Community Services District, 1655 Front Street, Oceano California, 93445. Notices required to be given to Applicant shall be sent to Applicant's billing address as set forth below. Any party may change such address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

3. It is understood and agreed by and between the Parties, hereto, that this Agreement shall bind the heirs, executors, administrators, successors and assigns of the respective Parties to this Agreement.

4. This Agreement will remain in effect until the (insert description of requested review)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
is completed. Notwithstanding the foregoing, the District retains the right to terminate this Agreement at any time effective immediately upon notice to Applicant.

**IN WITNESS WHEREOF**, District and Applicant have executed this Agreement on the day and year first hereinabove set forth.

**DISTRICT**

By: \_\_\_\_\_  
General Manager  
Oceano Community Services District

**APPROVED AS TO FORM AND LEGAL EFFECT:  
District Legal Counsel**

By: \_\_\_\_\_  
(Insert Name)  
\_\_\_\_\_  
(Insert Title)

Dated: \_\_\_\_\_

**APPLICANT**

By: \_\_\_\_\_  
(Insert Name)

Dated: \_\_\_\_\_