

OCEANO COMMUNITY SERVICES DISTRICT

RESOLUTION NO. 2014 - 12

RESOLUTION APPROVING THE PURCHASE ORDER FOR A MULTI-PURPOSE UTILITY VEHICLE AND ADOPTION OF FINDINGS FOR USE OF THE DISTRICT'S ALTERNATIVE PROCUREMENT PROCEDURES PURSUANT TO SECTION 9 OF RESOLUTION 2012-14

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, the need exists to purchase a Multi-purpose utility vehicle; and

WHEREAS, Section 7 of District Resolution 2012-14 established a formal bid process for purchases of supplies and equipment with estimated costs in excess of \$20,000; and

WHEREAS, Section 9 of District Resolution 2012-14 provides an "Alternative Procedure" by utilizing proposals submitted by a vendor to another public agency for similar equipment provided that the District's Board of Directors makes specific findings; and

WHEREAS, it is in the public interest to purchase a Multi-purpose utility vehicle pursuant to the District's Alternative Procedure.

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

1. That the following findings are valid and true:
 - a. That the State of California Department of General Services Procurement Division procedures for establishing formal competitive bids are substantially similar to or more stringent than the District's formal bid procedures.
 - b. The equipment specified in State Contract #1-14-23-20E is substantially similar to the District's needs and is responsive to the District's specifications.
 - c. The proposed attached purchase order is based on the #1 rank and lowest bid from the State's competitive procurement process and can be delivered in a time responsive to the District's needs.

2. That the attached Purchase Order to procure a Multi-purpose utility vehicle is approved and the President is directed to sign.

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

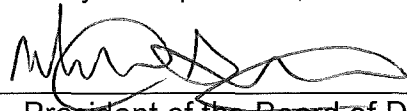
AYES: Vice President Lucey, Directors Angello, White & Blackburn, President Guerrero

NOES: None

ABSENT: None

ABSTAINING: None

the foregoing Resolution is hereby adopted on the 10th day of September, 2014.



President of the Board of Directors

ATTEST:



Oceano Community Services District

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").

W I T N E S S E T H

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)

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: _____