



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

**WEDNESDAY, February 27, 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 54956.9(a):** Conference with legal counsel regarding Santa Maria Valley Water Conservation District v. City of Santa Maria, et al.,
- B. Pursuant to Government Code 54957:** Public Employment – General Manager; District Engineer/ Assistant General Manager
- C. Pursuant to Government Code §54956.9 (d)(2):** Conference with District Counsel regarding anticipated litigation. Number of cases: one (1)

**6. PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA: (NOT BEGINNING BEFORE 6:00 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 Minutes for January 30, 2019
- B. Review and Approval of Cash Disbursements

## 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 Recommendations to Approve a grant agreement for Phase 2 of the Water Resource Reliability Program (WRRP) and direct the Board President to execute, and to approve a related budget adjustment in the amount of \$177,750
- B. Consideration of recommendations to authorize the General Manager to solicit bids to replace the watermain on Norswing and Pershing in accordance with District Ordinance 2016-01 contract documents, and the attached encroachment permit issued by the County of San Luis Obispo, and to file a Notice of Exemption pursuant to the California Environmental Quality Act with the San Luis Obispo County Recorder Submittal of a Sewer System Management Plan (SSMP) 2019 Internal Audit covering Calendar Years 2017 & 2018
- C. Submittal of a Sewer System Management Plan (SSMP) 2019 Internal Audit covering Calendar Years 2017 & 2018
- D. Consideration of a Recommendation to review the 2019-20 Proposed Zone 3 Budget and provide the Zone 3 committee representative with direction as deemed appropriate
- E. Receive and file the June 30, 2018 Audited Financial Statements and Independent Auditors Report prepared by Moss, Levy and Hartzheim, LLP

## 10. HEARING ITEMS:

## 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 OCS, The Place.

## 14. FUTURE HEARING ITEMS:

## 15. ADJOURNMENT:



# Oceano Community Services District

## Summary Minutes

Special Meeting Wednesday, January 30, 2019 – 10:00 A.M.

Oceano Community Services District Board Room

1655 Front Street, Oceano, CA

1. **CALL TO ORDER:** at 10:00am. by President Austin
2. **ROLL CALL:** All Board members present: President Austin, Vice President White, Director Villa, Director Gibson and Director Replogle. Also present Business and Accounting Manager Carey Casciola, and Legal Counsel Jeff Minnery.
3. **FLAG SALUTE:** led by President Austin
4. **PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA:**  
Public comment was received by Jeff Edwards, Julie Tacker, Lucia Casalnuovo, Mary Lucey, Patricia Price and Brenda Lowe, Charles Varni, Kris Victorine, and Brad Snook.

A motion was made to adjourn the meeting and place all of the items on the next regularly scheduled meeting by Director Replogle and a second by Director Villa with a 2-3 roll call vote. Director Gibson, Vice President White and President Austin Villa dissented.

Public comment was given by Julie Tacker, Jim Coalwell, Lucia Casalnuovo, Brenda Lowe, Mary Lucey, Kris Victorine, Christine Canada.

### 5. SPECIAL PRESENTATIONS & REPORTS:

<b>6A BUSINESS ITEM:</b>	<b>ACTION:</b>
<p>Consideration and discussion of District Bylaws Section 2.1 and Section 2.8 (“Meetings”) and Section 3 (“Committees”)</p>	<p>After Board discussion and an opportunity for public comment, a motion was made by Vice President White and a second by Director Villa to amend the section 2.1 to read:</p> <p>“Regular meetings of the Board of Directors (the Board) shall commence on the second and fourth Wednesday of each calendar month in the Board room at the District Office currently located at 1655 Front Street, Oceano, CA 93475. Regular meeting times shall be set annually pursuant to the current Director’s schedules and/or preference with the consideration to the public’s right to participate”</p> <p>2.8 to read:</p> <p>“Roll call shall be taken on the passage of all business items before the Board. The roll call vote shall be entered in the minutes of the Board meeting showing those Board members voting aye, those voting no, and those not voting or absent. Unless a Board member states that he or she is not voting on an item because of a conflict of interest, his or her silence or abstention shall be deemed and recorded as an affirmative vote” with a 5-0 roll call.</p> <p>Public comment was received by Julie Tacker.</p>

	<p>A second motion was made by Vice President White and a second by Director Gibson to amend section 3.5 to read:  “Committee assignment and District appointments will be coordinated with the election of District officers annually. Upon a motion and a majority vote, committee assignments and appointments may be reconsidered at any time during the calendar year” with a 3-2 roll call, Director Replegle and Director Villa dissented.  Public comment was received by Jeff Edwards, Jim Coalwell, Julie Tacker, Brenda Lowe, Mary Lucey, Charles Varni, Gale Esposito, Joe Shacker, Kris Victorine, and Brad Snook.</p>
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<p><b>6B BUSINESS ITEM:</b>  Consider an Agenda Item to Reconsider the 2019 Committee Appointments</p>	<p><b>ACTION:</b>  After Board discussion Vice President White made a motion to reconsider the 2019 Committee Appointments with and a second by Director Gibson 3-2 roll call vote. Director Replegle and Director Villa dissented.  Public comment was received by Julie Tacker, Charles Varni, and Mary Lucey.</p>
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<p><b>6C BUSINESS ITEM:</b>  Reconsideration of appointment for 2019 Committee Assignments, Appointments to the Five Cities Fire Authority and the Alternate to the South San Luis Obispo County Sanitation District</p>	<p><b>ACTION:</b>  After Board discussion, a motion was made to continue item to the next regular meeting with AGP present by Vice President White and a second by Director Gibson.  4-1 roll call vote. Director Replegle dissented.  Public comment was received by Julie Tacker, Jeff Edwards, Mary Lucey, and Charles Varni.</p>
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7. **CLOSED SESSION:** None

8. **ADJOURNMENT:** Vice President White made a motion to adjourn with a second by Director Gibson and a 5-0 roll call at approximately 11:57 am.



# Oceano Community Services District

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

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

**Date:** February 27, 2019

**To:** Board of Directors

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

**Subject:** Agenda Item #8(B): 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
	57534 – 57570*	
<b>Disbursements Requiring Board Approval prior to Payment:</b>		
Regular Payable Register – paid 02/27/2019	57546 - 57570	\$48,180.92
Subtotal:		\$48,180.92
<b>Reoccurring Payments for Board Review (authorized by Resolution 2018-11):</b>		
Payroll Disbursements – PPE 02/16/2019	N/A	\$28,081.46
	N/A	
Reoccurring Utility Disbursements – paid 02/13/2019	57534 - 57542	\$13,704.41
Reoccurring Health Disbursements – paid 02/13/2019	57543	\$56.21
Subtotal:		\$41,842.08
<b>Grand Total:</b>		<b>\$90,023.00</b>

\* Check number 57507 for \$350.00 was voided due to check being damaged. It was replaced with check number 57544. Check 57545 was issued to a new employee after the direct deposit failed and is included in gross wages.

**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.

2/22/2019 1:42 PM  
 COMPANY: 99 - POOLED CASH FUND  
 ACCOUNT: 1-1001-000 POOLED CASH OPERATING  
 TYPE: All  
 STATUS: All  
 FOLIO: All

CHECK RECONCILIATION REGISTER

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: 057546 THRU 057570

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK:	-----							
1-1001-000	2/22/2019	CHECK	057546	R&R ROLL-OFF LLC	695.22CR	OUTSTND	A	0/00/0000
1-1001-000	2/22/2019	CHECK	057547	PETTY CASH	7.93CR	OUTSTND	A	0/00/0000
1-1001-000	2/22/2019	CHECK	057548	CANNON	11,035.00CR	OUTSTND	A	0/00/0000
1-1001-000	2/22/2019	CHECK	057549	AUTOSYS, INC.	405.00CR	OUTSTND	A	0/00/0000
1-1001-000	2/22/2019	CHECK	057550	BRENNTAG PACIFIC, INC.	578.02CR	OUTSTND	A	0/00/0000
1-1001-000	2/22/2019	CHECK	057551	PERRY'S ELECTRIC MOTORS & CONT	2,346.39CR	OUTSTND	A	0/00/0000
1-1001-000	2/22/2019	CHECK	057552	GATOR CRUSHING & RECYCLING	40.00CR	OUTSTND	A	0/00/0000
1-1001-000	2/22/2019	CHECK	057553	GROVER BEACH DOOR	200.00CR	OUTSTND	A	0/00/0000
1-1001-000	2/22/2019	CHECK	057554	DIVERSIFIED PROJECT SERVICES I	560.00CR	OUTSTND	A	0/00/0000
1-1001-000	2/22/2019	CHECK	057555	ADAMSKI MOROSKI MADDEN CUMBERL	15,250.00CR	OUTSTND	A	0/00/0000
1-1001-000	2/22/2019	CHECK	057556	ARAMARK	454.20CR	OUTSTND	A	0/00/0000
1-1001-000	2/22/2019	CHECK	057557	SAFETY KLEEN SYSTEMS, INC.	550.46CR	OUTSTND	A	0/00/0000
1-1001-000	2/22/2019	CHECK	057558	GSI WATER SOLUTIONS, INC.	9,364.32CR	OUTSTND	A	0/00/0000
1-1001-000	2/22/2019	CHECK	057559	CONTRACTOR'S MAINTENANCE SERVI	131.76CR	OUTSTND	A	0/00/0000
1-1001-000	2/22/2019	CHECK	057560	SHORE-TEK	269.11CR	OUTSTND	A	0/00/0000
1-1001-000	2/22/2019	CHECK	057561	SHRED-IT USA JV LLC	132.46CR	OUTSTND	A	0/00/0000
1-1001-000	2/22/2019	CHECK	057562	FAMCON PIPE & SUPPLY, INC.	821.74CR	OUTSTND	A	0/00/0000
1-1001-000	2/22/2019	CHECK	057563	TROESH COLEMAN PACIFIC	203.78CR	OUTSTND	A	0/00/0000
1-1001-000	2/22/2019	CHECK	057564	PACIFIC CENTRAL COAST HEALTH C	130.00CR	OUTSTND	A	0/00/0000
1-1001-000	2/22/2019	CHECK	057565	CLINICAL LAB OF SAN BERNARDINO	660.00CR	OUTSTND	A	0/00/0000
1-1001-000	2/22/2019	CHECK	057566	J.B. DEWAR, INC.	319.91CR	OUTSTND	A	0/00/0000
1-1001-000	2/22/2019	CHECK	057567	MIER BROS.	150.85CR	OUTSTND	A	0/00/0000

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK: -----								
1-1001-000	2/22/2019	CHECK	057568	QUILL CORPORATION	285.87CR	OUTSTND	A	0/00/0000
1-1001-000	2/22/2019	CHECK	057569	AQUA-METRIC	3,093.90CR	OUTSTND	A	0/00/0000
1-1001-000	2/22/2019	CHECK	057570	TERRA VERDE ENVIRONMENTAL CONS	495.00CR	OUTSTND	A	0/00/0000
TOTALS FOR ACCOUNT 1-1001-0				CHECK	TOTAL:	48,180.92CR		
				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:	48,180.92CR		
				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 February 27, 2019**

	(*)	
Gross Wages	2/2/2019	2/16/2019
Regular	\$22,408.40	\$22,910.17
Overtime Wages	\$2,003.59	\$1,682.01
Stand By	\$700.00	\$700.00
	<u>\$25,111.99</u>	<u>\$25,292.18</u>
Disbursements		
Net Wages	\$19,362.25	\$19,588.84
State and Federal Agencies	\$4,182.67	\$3,990.62
CalPERS - Normal	\$4,404.92	\$4,347.99
SEIU - Union Fees	\$154.01	\$154.01
	<u>\$28,103.85</u>	<u>\$28,081.46</u>
Health (Disbursed with reoccurring bills)	\$4,014.07	\$4,014.07
	<u>\$32,117.92</u>	<u>\$32,095.53</u>

(\*) 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: 057534 THRU 057542

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK:								
1-1001-000	2/13/2019	CHECK	057534	RABOBANK EQUIPMENT LEASE	755.60CR	OUTSTND	A	0/00/0000
1-1001-000	2/13/2019	CHECK	057535	ADVANTAGE ANSWERING PLUS, INC	227.06CR	OUTSTND	A	0/00/0000
1-1001-000	2/13/2019	CHECK	057536	AGP VIDEO INC.	2,715.00CR	OUTSTND	A	0/00/0000
1-1001-000	2/13/2019	CHECK	057537	CHARTER COMMUNICATIONS	130.00CR	OUTSTND	A	0/00/0000
1-1001-000	2/13/2019	CHECK	057538	DIGITAL WEST NETWORKS, INC.	621.67CR	OUTSTND	A	0/00/0000
1-1001-000	2/13/2019	CHECK	057539	VERIZON WIRELESS	444.90CR	OUTSTND	A	0/00/0000
1-1001-000	2/13/2019	CHECK	057540	PACIFIC GAS & ELECTRIC	8,526.74CR	OUTSTND	A	0/00/0000
1-1001-000	2/13/2019	CHECK	057541	SO CAL GAS	189.47CR	OUTSTND	A	0/00/0000
1-1001-000	2/13/2019	CHECK	057542	STANLEY CONVERGENT SECURITY SO	93.97CR	OUTSTND	A	0/00/0000
TOTALS FOR ACCOUNT 1-1001-0				CHECK	TOTAL:	13,704.41CR		
				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:	13,704.41CR		
				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: 057543 THRU 057543

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK: -----								
1-1001-000	2/13/2019	CHECK	057543	TASC -CLIENT INVOICES	56.21CR	OUTSTND	A	0/00/0000
TOTALS FOR ACCOUNT 1-1001-0				CHECK	TOTAL:	56.21CR		
				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:	56.21CR		
				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:** February 27, 2019

**To:** Board of Directors

**From:** Paavo Ogren, General Manager

**Subject:** **Agenda Item #9(A): Consideration of Recommendations to Approve a grant agreement for Phase 2 of the Water Resource Reliability Program (WRRP) and direct the Board President to execute, and to approve a related budget adjustment in the amount of \$177,750**

## Recommendation

It is recommended that your Board approve:

1. Approve the grant agreement for Phase 2 of the Water Resource Reliability Program (WRRP) and direct the President to execute the agreement
2. Approve a budget adjustment to the Water Fund in the amount of \$177,750 increasing grant revenues and project expenditures

## Discussion

The attached grant agreement is funded by Proposition 1 allocations for disadvantaged communities and will provide design phase funding (Phase 2) for waterline replacement projects identified in the District's Water Resource Reliability Program (WRRP). As recently reported to your Board, the District has also received notification that a change in the scope of work for Phase 1 (funded from Proposition 84) will provide additional unanticipated grant revenues for design efforts. Altogether, approximately \$250,000 will be available for the upcoming design phase.

The design phase scope of work includes other preconstruction activities including environmental compliance, other technical assistance and community outreach. The prioritized waterline replacement projects identified as part of the preliminary feasibility evaluation under Phase 1 planning activities will be developed into "shovel-ready" status in Phase 2. Prior to initiating Phase 2 work, which is already authorized as supplemental services in the existing consulting contract with Cannon Corp, the waterline replacement capital improvement program will be presented to your Board with construction cost estimates.



## **Other Agency Involvement**

The San Luis Obispo County Flood Control and Water Conservation District is the lead agency for IRWM efforts. City of Grover Beach, City of San Luis Obispo, San Simeon CSD, and San Miguel CSD also obtained grant funding for implementation projects. The California Department of Water Resources is the grant funding agency.

## **Other Financial Considerations**

Phase 1 of the WRRP granted the Water Fund \$198,367 in revenues. The \$177,750 for Phase 2 increased the total granted for the WRRP to \$376,117. Another estimated allocation of \$177,750 is anticipated from Proposition 1 grants allocated to disadvantaged communities which will help fund future construction activities.

## **Results**

Obtaining IRWM grant revenues to help fund OCSD efforts improves the fiscal resources available to the community and promotes infrastructure planning.

Attachments: Grant Agreement



FEB 07 REC'D

LETTER OF TRANSMITTAL

TO: Paavo Ogren
Oceano Community Services District
1655 Front Street
Oceano, CA 93445

DATE: February 4, 2019

FROM: Brendan Clark
Water Resources Engineer
Department of Public Works

RE: DAC-Involvement Sub-Grant
Agreement between San Luis Obispo
County Flood Control and County of
San Luis Obispo Water Conservation
District (SLOCFC&WCD) and the
Oceano Community Services District
(OCSD)

Documents are being transmitted for the following purpose(s):

- FYI
For Approval
For Comment
As Requested

Table with 2 columns: NO. OF COPIES, DESCRIPTION. Contains 3 rows of document details.

REMARKS:

Please find the enclosed agreements and return both original copies, signed, to me at your convenience. Once executed by the County, a PDF of the finalized agreement will be emailed to you. Thank you.

Sincerely,

[Handwritten signature]

BRENDAN CLARK
Water Resources Engineer
(805) 788-2316
bclark@co.slo.ca.us

L:\Water Resources\2019\February\Transmittal DAC-Inv Sub-Grant Agrmnt Oceano CSD.docx.BC.jr

**Proposition 1 Integrated Regional Water Management  
Disadvantaged Community Involvement Sub-Grant Agreement Between  
San Luis Obispo County Flood Control and Water Conservation District  
and Oceano Community Services District**

Recitals

- A.** The Regional Water Management Foundation ("RWMF"), a subsidiary of Community Foundation Santa Cruz County, has entered into a Grant Agreement with the Department of Water Resources of the State of California ("DWR" or "State") to receive grant ("Grant") funding from the Water Quality, Supply and Infrastructure Improvement Act of 2014 (Proposition 1) (Grant Agreement No. 4600012296) ("Grant Agreement"). The Grant funding will assist in financing the projects identified in the Grant Agreement associated with the Integrated Regional Water Management ("IRWM") Plans of the six Regional Water Management Groups in the Central Coast Funding Area, including the San Luis Obispo County IRWM Group whose IRWM Plan ("SLO IRWM Plan") covers the San Luis Obispo Region. A copy of the Grant Agreement is attached hereto as Attachment A, and the Grant Agreement and any subsequent amendments thereto are hereby incorporated herein by this reference.
- B.** The projects identified in the Grant Agreement for Grant funding in the San Luis Obispo Region of the Central Coast Funding Area include Project 1: Administration (within the San Luis Obispo Region); Project 2: Needs Assessment, Task 5 - Needs Assessment for San Luis Obispo Region; and Project 8: Project Development and Construction Activities, Task 5.1 – Oceano Community Services District Water Resource Reliability Program Phase 2, Task 5.2 – City of Grover Beach Turnout Pump Station Design and Water Master Plan Update, Task 5.3 – City of San Luis Obispo Water Resource Recovery Facility Project Value Engineering at 60% design, Task 5.4 – San Simeon Community Services District Reservoir Expansion Project and Water Master Plan Update and Task 5.5 – San Miguel Community Services District Wastewater Plan Update and Recharge Basin Study (collectively, "SLO Region Projects").
- C.** The San Luis Obispo County Flood Control and Water Conservation District ("District") is the lead agency responsible for development and implementation of the SLO IRWM Plan and for execution and administration of agreements necessary to receive State funding. As a result, the District has entered into an agreement with the RWMF setting forth the terms and conditions under which the RWMF will administer and distribute Grant funds to the District in connection with the SLO Region Projects ("RWMF Agreement"). A copy of the RWMF Agreement is attached hereto as Attachment B, and the RWMF Agreement and any subsequent amendments thereto are hereby incorporated herein by this reference.
- D.** Both the Grant Agreement and RWMF Agreement use the term "local project sponsor" generally to refer to a local public agency that oversees completion of a particular project(s) identified for funding in the Grant Agreement. A local project sponsor provides project management, oversight and compliance administration and is responsible for completing the deliverables and providing the support for reimbursable expenditures for its sponsored project. The Grant Agreement and RWMF Agreement identify the Oceano Community Services District ("CSD") as a local project sponsor for Project 8: Project Development and Construction Activities, Task 5.1 – Oceano Community Services District Water Resource Reliability Program Phase 2, as described in

Exhibit A to the Grant Agreement ("Project"). In addition, the RWMF Agreement identifies the District as a local project sponsor with respect to all the SLO Region Projects, because the District is to provide general oversight and compliance administration with respect to all such projects (in addition to certain other administrative tasks) and will receive and distribute all Grant funds in connection with said projects as more specifically set forth therein.

- E.** Notwithstanding the identification of the District in the RWMF Agreement as a local project sponsor for all SLO Region Projects, including the Project, the CSD agrees to act on behalf of the District and RWMF for the purposes of Project management, oversight, compliance, and operations and maintenance. The CSD is responsible for all other aspects of the Project in a manner to ensure District's compliance with the RWMF Agreement and Grant Agreement and RWMF's compliance with the Grant Agreement. The CSD is solely responsible for design, construction, and operation and maintenance of the Project. The CSD acknowledges that review or approval of plans, specifications, bid documents, or other construction documents by the District, the RWMF and the State is solely for the purpose of proper administration of funds by the District, the RWMF or the State and shall not be deemed to relieve or restrict the responsibilities of the CSD under this Agreement.
- F.** The term of this Agreement begins on the date signed by both parties ("Effective Date") and terminates on April 30, 2021 (including any subsequent amendment), or when all of the Parties' obligations under this Agreement are fully satisfied, whichever occurs earlier. Notwithstanding the foregoing, requests for disbursement of Grant funds and invoices submitted by CSD prior to the Effective Date consistent with the requirements of this Agreement shall be processed as described herein.
- G.** The purpose of this Agreement is to set forth the terms and conditions under which the CSD is to receive Grant funds from the District.

### Agreement

- 1.** The above recitals are true and correct and are incorporated herein by this reference.
- 2.** The CSD agrees to:

  - a) Faithfully and expeditiously perform or cause to be performed all work associated with the Project in accordance with Exhibit B (Budget) and Exhibit C (Schedule) to the Grant Agreement.
  - b) Accept and agree to comply with all terms, provisions, conditions, and written commitments of the Grant Agreement, the RWMF Agreement and this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by RWMF and District in the application, documents, amendments, and communications filed in support of the RWMF's request for Water Quality, Supply and Infrastructure Improvement Act of 2014 financing.
  - c) Comply with all applicable California laws and regulations.
  - d) Implement the Project in accordance with applicable provisions of the law.
  - e) Fulfill its obligations under the Grant Agreement, the RWMF Agreement and this Agreement, and be responsible for the performance of the Project.

3. The CSD shall perform the work and provide the documentation required of District, RMWF or CSD pertinent to the Project in a timely manner as set forth, without limitation, in the Grant Agreement and RWMF Agreement. Notwithstanding the foregoing, any documents or information required to be submitted to the State or agents of the State shall be submitted to District for submittal by RWMF to the appropriate party designated in the Grant Agreement.
4. The CSD acknowledges that Section 5 of the Grant Agreement (Basic Conditions) establishes that the State shall have no obligation to disburse money for the Project under the Grant Agreement until RWMF, and as applicable the District and CSD, has satisfied all the applicable conditions specified in Section 5.
5. Subject to receipt of Grant funds from the RWMF as a result of a particular request for disbursement of Grant funds by the CSD and subject to the other terms and conditions set forth herein, District shall remit to the CSD such disbursement it receives from the RWMF as a result of such request, up to a total amount not to exceed \$177,750 for the CSD's completion of the Project.
6. In order to receive disbursement of Grant funds, the CSD shall submit to the District quarterly invoices for Eligible Project Costs as defined in Section 7 of the Grant Agreement (Eligible Project Costs) in a form required by RWMF. Supporting documentation as described in Section 8 of the Grant Agreement (Method of Payment) shall accompany each invoice. The documentation required by this paragraph shall be sent to:  
  
Brendan Clark  
San Luis Obispo County Flood Control and Water Conservation District  
County Government Center, Room 206  
San Luis Obispo, CA 93408  
  
or such other address as District may provide.
7. The CSD shall apply Grant funds only to Eligible Project Costs as defined in Section 7 of the Grant Agreement (Eligible Project Costs) and in accordance with applicable provisions of the law. Without limiting the foregoing, work performed on the Project after January 22, 2016 shall be eligible for reimbursement.
8. Notwithstanding any other provision of this Agreement, no disbursement shall be required to be made by District at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the Federal Government, or any loss of tax-free status on state bonds, pursuant to any Federal statute or regulation.
9. The CSD acknowledges the requirements and processes defined in Section 8 of the Grant Agreement (Method of Payment) pertaining to reimbursement requests for costs incurred for work performed.
10. The CSD acknowledges its responsibility to comply with the applicable provisions of Exhibit D to the Grant Agreement (Standard Conditions).
11. The CSD shall not be entitled to, and District shall have no obligation to make any, disbursement of Grant funds as set forth herein if District does not receive Grant funds



from the RWMF in connection with CSD's request for disbursement. Further, if District is required to refund any disbursement made to CSD to the State or RWMF due to a violation of the Grant Agreement, the RWMF Agreement or this Agreement by CSD, CSD shall refund to District such disbursement amount plus any interest or penalties required to be paid by District to the State or RWMF, as well as for any expenses incurred by the District (e.g., personnel time, postage) due in connection with the coordination of such refund.

- 12.** The CSD agrees to provide all required reports as specified in Section 16 of the Grant Agreement (Submission of Reports) and Exhibit F to the Grant Agreement (Report Formats and Requirements), according to a format and schedule as specified by the District. This pertains to the quarterly Progress Report, quarterly Accountability Report (applicable to advance funds), Final Report, and Post-Performance Reports. The CSD agrees to prepare and submit Post-Performance Reports, if applicable to the Project. Post-Performance Reports shall be submitted to State within ninety (90) calendar days after the first operational year of the Project has elapsed. This record keeping and reporting process shall be repeated annually for a total of 10 years after the completed Project begins operation. The CSD shall provide annual written notification to the District and RWMF of the Post-Performance Report submittal.
- 13.** RWMF and District are to provide administrative services for the benefit of CSD and other local project sponsors, in the administration of the Grant Agreement. RWMF and District are to receive compensation via Grant reimbursement for these services as set forth in Exhibits A and B to the Grant Agreement (Work Plan and Budget). Under the terms of the RWMF Agreement, the District is liable and has agreed to reimburse RWMF for administrative costs incurred by RWMF that are not reimbursed under the Grant Agreement and that are attributable to the SLO Region Projects or the District's actions. The CSD shall be liable and hereby agrees that it shall be responsible for any such reimbursement obligation attributable to the Project or to the CSD's actions and further agrees to reimburse the District for any administrative costs incurred directly by the District that are not reimbursed under the Grant Agreement and that are attributable to the Project or the CSD's actions.
- 14.** RWMF and District have agreed to provide Grant administrative services for the term specified in Section 2 of Grant Agreement (Term of Grant Agreement) (i.e. until April 30, 2021) (referred to herein as "Initial Term"). Per the terms of the RWMF Agreement, in the event the Initial Term of the Grant Agreement is extended by the RWMF to accommodate the District, the District shall reimburse the RWMF for any additional administrative costs that are solely attributable to Grant administration occurring beyond the end date of the Initial Term subject to certain limitations. The CSD shall be liable and hereby agrees that it shall be responsible for any such reimbursement obligation attributable to the Project or to the CSD's actions and further agrees to reimburse the District for any such additional administrative costs incurred directly by the District attributable to the Project or the CSD's actions.
- 15.** The CSD acknowledges the provisions of Section D.35 to the Grant Agreement (Retention) and that disbursement of Grant funds may be withheld by District or RWMF to satisfy the retention requirements set forth therein. CSD further acknowledges that notwithstanding any other provision of the Grant Agreement, State may withhold five percent (5.0%) of the funds requested by CSD for reimbursement of Eligible Project Costs. The Project will be eligible to release its respective retention when the Project is

completed and when the requirements of Section 16 of the Grant Agreement have been met (Submission of Reports), except in the case that the Project is the last to be completed under the Grant Agreement, in which case retention for the Project will not be disbursed until the "Final Report" is submitted to and approved by State. District will disburse retained funds upon receipt from RWMF.

16. The CSD agrees to be bound, perform and abide by all of the provisions applicable to the RWMF, the District or to CSD as a local project sponsor in connection with the Project as set forth in the Grant Agreement as if the CSD had signed the Grant Agreement in the place and stead of RWMF, and with respect to the CSD, RWMF and District shall have all rights of the State conferred thereunder. The CSD further agrees to be bound, perform and abide by all of the provisions applicable to the District or CSD as a local project sponsor in connection with the Project as set forth in the RWMF Agreement as if the CSD had signed the RWMF Agreement in the place and stead of the District, and with respect to the CSD, District shall have all rights of the RWMF conferred thereunder.
17. The CSD acknowledges that the District is relying on CSD's performance hereunder in entering into the RWMF Agreement and undertaking its obligations as set forth in the RWMF Agreement. Accordingly, in the event the CSD fails to perform any of its obligations hereunder, CSD agrees to indemnify, defend, and hold harmless the District and the District's officers, directors, agents, and employees (each, an "Indemnified Person") from and against any and all judgments, losses, claims, damages or liabilities, joint or several, to which any Indemnified Person may become subject which relate to or arise out of any such failure by the CSD. The CSD acknowledges that all County of San Luis Obispo officers, officials and employees are *ex officio* District officers, officials and employees per the terms of the San Luis Obispo County Flood Control and Water Conservation District Act and thus are Indemnified Persons as described herein.
18. In the event the CSD violates any provision of this Agreement that, in the District's judgment, could result in a violation of the RWMF Agreement or Grant Agreement, District may take, or authorize the RWMF to take, any and all appropriate measures to attempt to prevent any such violation or to mitigate any damages District or RWMF would incur as a result thereof, including but not limited to performing any work required of the CSD hereunder, and in such case, CSD shall be liable for any costs incurred in connection with such measures.
19. To enable the District to confirm the CSD's compliance with this Agreement, upon request by District, the CSD shall provide District with: (i) any requested documentation; and (ii) access to any work sites or other areas associated with the Project for the purpose of making observations or conducting any necessary tests or studies.
20. The CSD acknowledges that State reserves the right to conduct an audit during the term of the Grant Agreement and for a period of three years after final payment with respect to all matters connected with the Grant Agreement as specified in Section D.7 to the Grant Agreement (Audits). All records of District, RWMF, CSD, or its contractors or subcontractors shall be preserved for this purpose for at least three (3) years after Project completion or final billing, whichever comes later. The CSD agrees to compensate the District for any costs incurred in connection with District or RWMF compliance with this provision related to the Project.

21. The Parties may, pursuant to mutual agreement, expand the scope of work to be performed by the CSD hereunder, but in any event modifications to the terms of this Agreement shall be valid only if made in writing and executed by District and the CSD.
22. The CSD shall not assign, delegate or otherwise transfer any of its duties, obligations, rights or interest under this Agreement without prior written consent of District, which consent may be given or withheld by District in its reasonable discretion. Any attempted assignment or transfer without such consent shall be void.
23. Subject to the provisions of the paragraph immediately below, all terms and conditions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, District and CSD and their respective legal representatives, successors and permitted assigns.
24. A waiver of any provision of this Agreement in any given instance shall not constitute a waiver of (i) such provision in future instances or (ii) any other provision of this Agreement.
25. This Agreement, together with the RMWF Agreement and Grant Agreement, constitutes the entire understanding of District and CSD concerning the subject matter hereof and supersedes all prior and contemporaneous agreements, correspondence, representations or understandings between District and CSD relating to the subject matter hereof, whether written or oral.
26. This Agreement may be executed in counterparts, each of which when taken together shall constitute the entire Agreement.
27. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
28. INSURANCE: Throughout the duration of this Agreement, the CSD shall maintain insurance in conformance with the requirements set forth below. The CSD will insure the District against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CSD, its agents, representatives, employees or subcontractors.

#### CERTIFICATE REQUIREMENTS

The District shall be issued a Certificate of Insurance with the following minimum requirements:

- Certificate(s) shall show current policy number(s) and effective dates,
- Coverage and policy limits shall meet, or exceed, requirements below,
- The Certificate Holder shall be San Luis Obispo County Flood Control and Water conservation District, County Government Center, Room 206, San Luis Obispo, CA 93408
- Certificate shall be signed by an authorized representative,
- An endorsement shall be provided to show all of the following: (a) the San Luis Obispo County Flood Control and Water Conservation District, its officers, officials and employees as additional insured (the CSD acknowledges that all County of San Luis Obispo officers, officials and employees are *ex officio* District employees per the terms of the San Luis Obispo County Flood Control and Water Conservation District Act and thus are included within the scope of any such endorsement); (b) the Regional Water Management Foundation, its officers, officials and employees

as additional insured and (c) the State of California, Department of Water Resources, its officers, officials, employees and agents as additional insured.

#### Minimum Scope and Limits of Insurance

The CSD acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. The District shall be entitled to coverage for the highest limits maintained by the CSD. Coverage will be at least as broad as:

- PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS): \$1,000,000 PER OCCURRENCE OR CLAIM, \$2,000,000 AGGREGATE. The CSD shall maintain insurance with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Insurance must be maintained and evidence of insurance must be provided for at least one year after date of completion of the Project. The CSD agrees to purchase an extended period coverage for a minimum of one year after completion of the Project.
- COMMERCIAL GENERAL LIABILITY (CGL): \$1,000,000 (Including products and completed operations) Proof of coverage for \$1 Million per occurrence for bodily injury, personal injury and property damage will be provided on Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL. 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.
- AUTOMOBILE LIABILITY: \$1,000,000  
Proof of coverage for \$1 Million will be provided on ISO Form Number CA 00 01 covering any auto (Code 1), or if CSD has no owned autos, hired, (Code 8) and non-owned autos (Code 9), per accident for bodily injury and property damage.
- WORKERS' COMPENSATION AS REQUIRED BY THE STATE OF CALIFORNIA, WITH STATUTORY LIMITS, AND EMPLOYER'S LIABILITY INSURANCE: \$1,000,000 per accident for bodily injury or disease. Must include a waiver of subrogation.

#### 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 and employees, the RWMF, its officers, officials and employees and the State, its officers, officials, employees and agents are all to be covered as insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CSD including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage will be provided in the form of an endorsement to the CSD's insurance at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of both CG 20 10 and CG 20 37 (if a later edition is used). The CSD acknowledges that all County of San Luis Obispo officers, officials and employees are *ex officio* District officers, officials and employees per the terms of the San Luis Obispo County Flood Control and Water Conservation District Act and thus are to be covered as additional insured as described herein.
- PRIMARY COVERAGE  
For any claims related to this Agreement, the CSD's insurance coverage shall be primary insurance as respects the District, its officers, officials, and employees. Any insurance or self-insurance maintained by the District, its officers, officials, or employees will be excess of the CSD's insurance and will not contribute with it.

- **NOTICE OF CANCELLATION**  
Each insurance policy required above shall provide that the District will be notified of any coverage canceled with 30 days' prior written notice (10 days for non-payment).
- **WAIVER OF SUBROGATION**  
CSD hereby grants to the District a waiver of any right to subrogation which any insurer of the CSD may acquire against the District by virtue of the payment of any loss under such insurance. The CSD agrees to obtain any endorsement that may be necessary to effect 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.  
  
The Worker's Compensation policy shall be endorsed with a waiver of subrogation in favor of the District for all work performed by the CSD, its employees, agents and subcontractors.
- **DEDUCTIBLES AND SELF-INSURED RETENTIONS**  
Any deductibles or self-insured retentions must be declared to and approved by the District. The District may at its option allow the CSD to purchase coverage with a lower deductible or retention or require the CSD to provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- **ACCEPTABILITY OF INSURERS**  
Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-(A-minus): VII, unless otherwise acceptable to the District.
- **VERIFICATION OF COVERAGE**  
The CSD shall furnish the District with original certificates and amendatory 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 ten days after the Effective Date of this Agreement. However, failure to obtain the required documents prior to the work beginning shall not waive the CSD's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**29.** Whenever it is provided in this Agreement that District or CSD shall give notice to the other, said notice shall be given by delivering a copy of said notice to the other party personally, or by mailing first class mail, postage prepaid, through the U.S. Postal Service, or by a nationally-recognized overnight courier, a copy of said notice at the following addresses:

A. Address for District:

San Luis Obispo County Flood Control and Water Conservation District  
County Government Center, Room 206  
San Luis Obispo, CA 93408

B. Address for CSD:

PO Box 599  
Oceano, CA 93475

IN WITNESS WHEREOF, District and CSD have executed this Agreement on the dates set forth below by their duly authorized representatives, having full authority to so act for and on behalf of the Parties hereto.

**San Luis Obispo County Flood Control and  
Water Conservation District**

By: \_\_\_\_\_  
Courtney Howard  
Water Resources Division Manager

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

Approved as to Form and Legal Effect  
RITA L. NEAL  
County Counsel

  
\_\_\_\_\_  
Deputy County Counsel

Date: FEBRUARY 24, 2019

**Oceano Community Services District**

By: \_\_\_\_\_

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

Attachment A  
GRANT AGREEMENT

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES) AND  
REGIONAL WATER MANAGEMENT FOUNDATION  
AGREEMENT NUMBER 4600012296  
2016 PROPOSITION 1 INTEGRATED REGIONAL WATER MANAGEMENT (IRWM) DISADVANTAGED  
COMMUNITY INVOLVEMENT GRANT  
CALIFORNIA WATER CODE § 79740 ET SEQ.**

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or "DWR" and Regional Water Management Foundation, a non-profit, in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee", which parties do hereby agree as follows:

1. PURPOSE. State shall provide funding from the Water Quality, Supply and Infrastructure Improvement Act of 2014 (Proposition 1) to Grantee to assist in financing projects associated with the Central Coast pursuant to Chapter 7 (commencing with §79740) of Division 26.7 of the California Water Code, hereinafter collectively referred to as "IRWM Program." A "project" is defined as a group of activities as set forth in Exhibit A (Work Plan).
2. TERM OF GRANT AGREEMENT. The term of this Grant Agreement begins on the date this Grant Agreement is executed by State, and terminates on April 30, 2021 or when all of the Parties' obligations under this Grant Agreement are fully satisfied, whichever occurs earlier. Execution date is the date the State signs this Grant Agreement.
3. GRANT AMOUNT. The maximum amount payable by the State under this Grant Agreement shall not exceed \$4,300,000.
4. GRANTEE'S RESPONSIBILITY. Grantee and its representatives shall:
  - a) Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Exhibit B (Budget) and Exhibit C (Schedule).
  - b) Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for Water Quality, Supply and Infrastructure Improvement, Act of 2014 financing.
  - c) Comply with all applicable California laws and regulations.
  - d) Implement the projects in accordance with applicable provisions of the law.
  - e) Fulfill its obligations under the Grant Agreement, and be responsible for the performance of the projects.
5. BASIC CONDITIONS. State shall have no obligation to disburse money for projects under this Grant Agreement until Grantee has satisfied the following conditions (if applicable):
  - a) Grantee must demonstrate the groundwater compliance options set forth on pages 11 and 12 of the IRWM Program Guidelines, dated July 2016 are met.
  - b) Grantee submits deliverables as specified in Paragraph 16 of this Grant Agreement and in Exhibit A.
  - c) Prior to the commencement of construction or implementation activities, Grantee shall submit the following to the State for each project:
    - Final plans and specifications certified by a California Registered Professional (Civil Engineer or Geologist, as appropriate) for the approved projects as listed in Exhibit A of this Grant Agreement.
    - Environmental Documentation:



- i) Grantee submits to the State all applicable environmental permits,
- ii) Documents that satisfy the CEQA process are received by the State,
- iii) State has completed its CEQA compliance review as a Responsible Agency, and
- iv) Grantee receives written concurrence from the State of Lead Agency's CEQA documents and State notice of verification of environmental permit submittal.

State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, State will consider the environmental documents and decide whether to continue to fund the projects or to require changes, alterations or other mitigation. Grantee must also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act by submitting copies of any environmental documents, including environmental impact statements, Finding of No Significant Impact, and mitigation monitoring programs as may be required prior to beginning construction/implementation.

6. DISBURSEMENT OF FUNDS. State will disburse to Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation.
7. ELIGIBLE PROJECT COST. Grantee shall apply State funds only to Eligible Project Costs in accordance with applicable provisions of the law. Work performed on the projects after January 22, 2016 shall be eligible for reimbursement.

Costs that are not eligible for reimbursement include, but are not limited to the following items:

- a) Operation and maintenance costs.
- b) Purchase of equipment that is not an integral part of a project.
- c) Establishing a reserve fund.
- d) Purchase of water supply.
- e) Replacement of existing funding sources for ongoing programs.
- f) Support of existing agency requirements and mandates (e.g., punitive regulatory agency requirement).
- g) Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies.
- h) Payment of principal or interest of existing indebtedness or any interest payments unless the debt is incurred after execution of this Grant Agreement, the State agrees in writing to the eligibility of the costs for reimbursement before the debt is incurred, and the purposes for which the debt is incurred are otherwise eligible costs. However, this will only be allowed as Grantee Cost Share (i.e., Funding Match).
- i) Payment of stipends
- j) Application preparation costs for other funding opportunities not consistent with IRWM.
- k) Meals not directly related to travel.
- l) Acquisition of real property (land or easements).
- m) Overhead not directly related to the project.

## 8. METHOD OF PAYMENT.

- a) **Reimbursement** – Submit a copy of invoice for costs incurred and supporting documentation to the DWR Project Manager via Grant Review and Tracking System (GRanTS). Additionally, the original invoice form with signature and date (in ink) of Grantee's Project Representative, as indicated in Paragraph 22 of this Grant Agreement, must be sent to the DWR Project Manager for approval. Invoices submitted via GRanTS shall include the following information:
- Costs incurred for work performed during the period identified in the particular invoice.
  - Invoices shall be submitted on forms provided by State and shall meet the following format requirements:
    - i) Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
    - ii) Invoices must be itemized based on the projects (i.e., tasks) specified in Exhibit B. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
    - iii) Sufficient evidence (e.g., receipts, copies of checks, time sheets) as determined by the State must be provided for all costs included in the invoice.
    - iv) DWR Project Manager will notify Grantee, in a timely manner, when, upon review of an invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or are not supported by documentation or receipts acceptable to State. Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to State to cure such deficiency(ies). After the disbursement requirements in Paragraph 5 "Basic Conditions" are met, State will disburse the whole or portions of State funding to Grantee, following receipt from Grantee via U.S. mail or Express mail delivery of a "wet signature" invoice for costs incurred, and timely Quarterly Progress Reports as required by Paragraph 16 "Submission of Reports." Payment will be made no more frequently than monthly, in arrears, upon receipt of an invoice bearing the Grant Agreement number.
- b) **Advanced Payment** – Water Code §10551 authorizes advanced payment by the State for projects which are sponsored by a nonprofit organization; a disadvantaged community (DAC); or, the proponent of a project that benefits a DAC. If these projects are awarded less than \$1,000,000 in grant funds, the project proponent may receive an advanced payment of 50% of the grant award; the remaining 50% of the grant award will be reimbursed in arrears. Water Code §10551 further authorizes DWR to adopt additional requirements regarding the use of the advanced payment to ensure that the funds are used properly. Within 90 calendar days of execution of the Grant Agreement, the Grantee shall provide DWR an Advanced Payment Request. The Advanced Payment Request must contain the following:
- Documentation, signed by the Project Representative, demonstrating that each Local Project Sponsor was notified about their eligibility to receive an advanced payment and a response from the Local Project Sponsor stating whether it wishes to receive the advanced payment or not, if applicable.
  - If the Grantee or Local Project Sponsor is requesting the advanced payment, the request must also include:
    - i) Specification of those projects listed in Exhibit B for which Advanced Payment will be requested and how those projects are consistent with the adopted IRWM Plan.

- ii) A funding plan which shows by project: the budget and anticipated schedule, the amount of advanced funding requested, and how the advanced funds will be expended within 18 months of this Grant Agreement's execution. (i.e., for what, how much, and when)
- iii) A discussion of the Grantee or Local Project Sponsor's financial capacity to complete the project once the advance funds have been expended.
- If a Grantee or Local Project Sponsor is requesting advanced payment, Grantee shall also submit a single Advance Payment invoice, itemized for each qualified project, to the DWR Project Manager with signature and date (in ink) of Grantee's Project Representative, as indicated in Paragraph 22 of this Agreement. The Grantee shall be responsible for the timely distribution of the advanced funds to the individual Local Project Sponsors. Within 60 calendar days of receiving the Advanced Payment invoice and subject to the availability of funds, State will authorize payment of the advanced funds sought of 50% of the grant award for the qualified project(s).

The Advance Payment Invoice shall be submitted on forms provided by State and shall meet the following format requirements:

- i) Invoice must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
- ii) Invoice must be itemized based on the projects (i.e., tasks) specified in Exhibit B.
- iii) DWR Project Manager will notify Grantee, in a timely manner, when, upon review of an Advance Payment Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs. Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). After the disbursement requirements in Paragraph 5 "Basic Conditions" (5a and 5b) only) are met, State will disburse the whole or portions of State funding to Grantee, following receipt from Grantee via US mail or Express mail delivery of a "wet signature" invoice for costs incurred, including Cost Share, and timely Progress Reports as required by Paragraph 16 "Submission of Reports."
- On a quarterly basis, the Grantee will submit an Accountability Report to DWR that demonstrates how actual expenditures compare with the scheduled budget. The Accountability Report shall include the following information:
  - i) An itemization of how advanced funds have been expended to date (Expenditure Summary), including documentation that supports the expenditures (e.g., contractor invoices, receipts, personnel hours, etc.). Invoices must be itemized based on the projects (i.e., tasks) specified in Exhibit B.
  - ii) A funding plan, itemized by project, which shows how the remaining advanced funds will be expended.
  - iii) Documentation that the funds were placed in a non-interest-bearing account, including the dates of deposits and withdrawals from that account.DWR Project Manager will notify Grantee, in a timely manner, when, upon review of the Expenditure Summary, the State determines that any portion or portions of the expenditures claimed are not eligible costs. Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). If costs are not consistent with the tasks in Exhibit B, the State will reject the claim and remove them from the Expenditure Summary.

Once Grantee has expended all advanced funds, then the method of payment will revert to the reimbursement process specified in Paragraph 8a) and any remaining requirements of Paragraph 5.

9. REPAYMENT OF ADVANCES. State may demand repayment from Grantee of all or any portion of the advanced State funding along with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by State and take any other action that it deems necessary to protect its interests for the following conditions:

- a) A project is not being implemented in accordance with the provisions of this Grant Agreement.
- b) Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if Grantee does not remedy any such failure to State's satisfaction.

Repayment amounts may also include:

- c) Advance funds which have not been expended within 18 months of the Grant Agreement's execution by the Local Project Sponsor.
- d) Actual costs incurred are not consistent with the Exhibit A (Work Plan) activities, not supported, or are ineligible.
- e) At the completion of the project, the funds have not been expended.

For conditions 9 c) and 9 d), repayment may consist of deducting the amount from future reimbursement invoices.

State may consider Grantee's refusal to repay the requested advanced amount a substantial breach of this Grant Agreement subject to the default provisions in Paragraph 11, "Default Provisions." If State notifies Grantee of its decision to demand repayment or withhold the entire funding amount from Grantee pursuant to this paragraph, this Grant Agreement shall terminate upon receipt of such notice by Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

10. WITHHOLDING OF DISBURSEMENTS BY STATE. If State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if Grantee does not remedy any such failure to State's satisfaction, State may withhold from Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and State notifies Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 11, the portion that has been disbursed shall thereafter be repaid immediately with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by State. State may consider Grantee's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 11, "Default Provisions." If State notifies Grantee of its decision to withhold the entire funding amount from Grantee pursuant to this paragraph, this Grant Agreement shall terminate upon receipt of such notice by Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

11. DEFAULT PROVISIONS. Grantee and any Local Project Sponsor receiving grant funding through this Grant Agreement will be in default under this Grant Agreement if any of the following occur:

- a) Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between Grantee and State evidencing or securing Grantee's obligations.
- b) Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement.
- c) Failure to operate or maintain project(s) in accordance with this Grant Agreement (Paragraph 17).
- d) Failure to make any remittance required by this Grant Agreement.
- e) Failure to comply with Labor Compliance Program requirements (Paragraph 15).
- f) Failure to submit timely progress reports.
- g) Failure to routinely invoice State.
- h) Failure to meet any of the requirements set forth in Paragraph 12, "Continuing Eligibility."

Should an event of default occur, State shall provide a notice of default to the Grantee and shall give Grantee at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, State may do any of the following:

- Declare the funding be immediately repaid, with interest, at the California general obligation bond interest rate at the time the State notifies the Grantee of the default.
- Terminate any obligation to make future payments to Grantee.
- Terminate the Grant Agreement.
- Take any other action that it deems necessary to protect its interests.

In the event State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, Grantee agrees to pay all costs incurred by State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

12. CONTINUING ELIGIBILITY. Grantee must meet the following ongoing requirement(s) to remain eligible to receive State funds:

- a) An urban water supplier that receives grant funds governed by this Grant Agreement shall maintain compliance with the Urban Water Management Planning (UWMP) Act (Water Code § 10610 et seq.) and Sustainable Water Use and Demand Reduction, Part 2.55 of Division 6 (Water Code § 10608 et seq.) by doing the following:
  - Have submitted their 2015 UWMP and had it deemed consistent by DWR. For more information, visit the following website:  
<http://www.water.ca.gov/urbanwatermanagement>.
  - By July 1, 2016, all urban water suppliers must have submitted documentation that demonstrates they are meeting the 2015 interim GPCD target. If not meeting the interim target, also include a schedule, financing plan, and budget for achieving the gallons per capita per day (GPCD) target, as required pursuant to Water Code § 10608.24. Starting June 30, 2017, those urban water suppliers that did not meet their 2015 GPCD target must also submit, by June 30, annual reports that include a schedule, financing plan, and budget for achieving the GPCD target (Water Code § 10608.24).
- b) An agricultural water supplier receiving grant funding must:

- Comply with Sustainable Water Use and Demand Reduction requirements outlined in Part 2.55 (commencing with §10608) of Division 6 of the Water Code.
  - Have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR. For more information, visit the following website:  
<http://www.water.ca.gov/wateruseefficiency/agricultural/agmgmt.cfm>.
- c) Grantees diverting surface water must maintain compliance with diversion reporting requirements as outlined in Part 5.1 of Division 2 of the Water Code.
- d) Grantee and Local Project Sponsors must demonstrate compliance with the groundwater compliance options set forth on pages 11 and 12 of the 2016 IRWM Program Guidelines, dated July 2016.
- e) Grantee and Local Project Sponsors that have been designated as monitoring entities under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program must maintain reporting compliance, as required by Water Code §10920 and the CASGEM Program.
13. PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS. Grantee shall be responsible for obtaining any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Projects. Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental, procurement, and safety laws, rules, regulations, and ordinances. Grantee shall provide copies of permits and approvals to State.
14. RELATIONSHIP OF PARTIES. Grantee is solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Grant Agreement.
15. LABOR COMPLIANCE. The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's Public Works Manual at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>.
16. SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to State. If requested, Grantee shall promptly provide any additional information deemed necessary by State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F. The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State of a Final Report is a requirement for the release of any funds retained for such projects.
- a) Progress Reports: Grantee shall submit progress reports quarterly to meet the State's requirement for disbursement of funds. The progress reports shall be sent via e-mail to the State's Project Manager and shall be uploaded into GRanTS at the frequency specified in Exhibit C (Schedule). The progress reports shall provide a brief description of the work performed during the reporting period including: Grantee's activities, milestones achieved,

any accomplishments, and any problems encountered in the performance of the work under this Agreement.

- b) Accountability Report: Grantee shall submit, on a quarterly basis, an Accountability Report by individual Local Project Sponsor (if applicable) that at a minimum:
- Includes an itemization of how advanced funds have been expended to date (Expenditure Summary), including documentation that supports the expenditures (e.g. contractor invoices, receipts, personnel hours, etc.). Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B.
  - Includes a funding plan which shows how the remaining advanced funds will be expended.
  - Provides an accounting of distribution of the advanced funds to the appropriate Local Project Sponsor (if applicable).
  - Documents that the funds were spent on eligible reimbursable costs.
  - Documentation that the funds were placed in a non-interest bearing account, including the dates of deposits and withdrawals from that account.
- c) Final Report: Upon completion of the projects included in Exhibit A, Grantee shall submit to State a Final Grant Completion Report. The Final Completion Report shall be submitted within ninety (90) calendar days of completion of the projects. The Final Grant Completion Report shall include a stakeholder summary; description of involvement activities and the projects developed from those activities; discussion of findings from the needs assessment, identification of ongoing barriers, and recommendations for future activities. Retention will not be disbursed until the Final Grant Completion Report is submitted to and approved by the State.
- d) Post-Performance Reports: Grantee shall submit Post-Performance Reports, if applicable. Post-Performance Reports shall be submitted to State within ninety (90) calendar days after the first operational year of a construction and implementation project has elapsed. This record keeping and reporting process shall be repeated annually for a total of 10 years after the completed project(s) begins operation.

17. OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by State, Grantee agrees to ensure or cause to be performed the commencement and continued operation of each project, and shall ensure or cause each project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. Grantee or their successors may, with the written approval of State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal of Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of State, be

considered a breach of this Grant Agreement and may be treated as default under Paragraph 11, "Default Provisions."

18. STATEWIDE MONITORING REQUIREMENTS. Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Part 2.76 (commencing with § 10780) of Division 6 of California Water Code) and, where applicable, that projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board. See Exhibit G (Requirements for Statewide Monitoring and Data Submittal), for web links and information regarding other State monitoring and data reporting requirements.
19. NOTIFICATION OF STATE. Grantee shall promptly notify State, in writing, of the following items:
- a) Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. Grantee agrees that no change in the scope of a project will be undertaken until written notice of the proposed change has been provided to State and State has given written approval for such change.
  - b) Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by State's representatives. Grantee shall make such notification at least 14 calendar days prior to the event.
  - c) Final inspection of the completed work on a project by a California Registered Professional (Civil Engineer or Geologist, as appropriate), in accordance with Standard Condition D.19 in Exhibit D. Grantee shall notify the State's Project Manager of the inspection date at least 14 calendar days prior to the inspection in order to provide State the opportunity to participate in the inspection.
20. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:
- d) By delivery in person.
  - e) By certified U.S. mail, return receipt requested, postage prepaid.
  - f) By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
  - g) By electronic means.
- Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the addresses set forth in Paragraph 22. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.
21. PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.



22. PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:

Department of Water Resources  
Arthur Hinojosa  
Chief, Division of IRWM  
P.O. Box 942836  
Sacramento CA 94236-0001  
(916) 653-4736  
[Arthur.Hinojosa@water.ca.gov](mailto:Arthur.Hinojosa@water.ca.gov)

Regional Water Management Foundation  
Tim Carson  
Program Director  
7807 Sequel Drive  
Aptos, CA 95003  
(831) 662-2050  
[tcarson@cfsc.org](mailto:tcarson@cfsc.org)

Direct all inquiries to the Project Manager:

Department of Water Resources  
Cory Saltsman  
Division of IRWM  
P.O. Box 942836  
Sacramento, CA 94236-0001  
(916) 651-9665  
[Cory.Saltsman@water.ca.gov](mailto:Cory.Saltsman@water.ca.gov)

Regional Water Management Foundation  
Tim Carson  
Program Director  
7807 Sequel Drive  
Aptos, CA 95003  
(831) 662-2050  
[tcarson@cfsc.org](mailto:tcarson@cfsc.org)


Either party may change its Project Representative or Project Manager upon written notice to the other party.

23. STANDARD PROVISIONS. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

Exhibit A – Work Plan  
Exhibit B – Budget  
Exhibit C – Schedule  
Exhibit D – Standard Conditions  
Exhibit E – Authorizing Resolution  
Exhibit F – Report Formats and Requirements  
Exhibit G – Requirements for Statewide Monitoring and Data Submittal  
Exhibit H – State Audit Document Requirements for Grantees

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES

  
\_\_\_\_\_  
Arthur Hinojosa, P.E., Chief  
Division of Integrated Regional Water  
Management

Date 2/13/18

Regional Water Management Foundation

  
\_\_\_\_\_  
Tim Carson, Program Director

Date 2/6/2018

Approved as to Legal Form and Sufficiency

  
\_\_\_\_\_  
Robin Brewer, Assistant Chief Counsel  
Office of Chief Counsel

Date 2-12-18

## EXHIBIT A WORK PLAN

This Work Plan describes the work to be performed (including deliverables) by The Regional Water Management Foundation ("Grantee") on behalf of the Central Coast Funding Area (CCFA) for the Proposition 1 Integrated Regional Water Management (IRWM) Disadvantaged Community (DAC) Involvement Grant Program.

The associated general budget and schedule for this work are presented in Exhibits B and C, respectively. Within 30 days of the execution of the Grant Agreement with DWR, to assist DWR in tracking the work and reviewing and processing invoices, the Grantee will submit to DWR a detailed budget and graphical schedule for each project described herein.

Representatives from the six IRWM regions in the CCFA collaborated to jointly develop the projects listed below. The representatives coordinated with their respective regional water management groups and IRWM planning processes to inform this work. The projects tie to each region, they are informed by years of prior work and planning in the respective IRWM regions, and collectively address the water management needs in the funding area. The projects aim to achieve the intended purposes of the DAC Involvement Program by working collaboratively to involve DACs in planning efforts, improving the understanding of the water management needs of DACs, and developing strategies and solutions that appropriately address the identified DAC water management needs.

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### **Project 1: Administration**

The Regional Water Management Water Management Foundation (RWMF) will administer the grant acting in coordination with the designated CCFA project representatives. The RWMF will serve as the central hub for grant reporting and the administrative point of contact for DWR and the participating CCFA entities responsible for implementing the projects described herein.

Administrative duties will include: negotiation, development and execution of the grant agreement with DWR and the sub-grantee agreements between the RWMF and the respective IRWM regional entity or the local project sponsor, as applicable; managing contracts; disseminating grant compliance information; obtaining and submitting evidence of compliance with the grant conditions to DWR; soliciting quarterly progress reports and invoices from CCFA regional representatives for review, compilation and submittal to DWR; tracking grant budget and payments; coordinating payment of grant reimbursements to local project sponsors; participating in meetings and/or conference calls with CCFA representatives and DAC Involvement IRWM funding area representatives to exchange information; liaising with DWR, CCFA participants, and consultants; compiling content from CCFA regional representatives for inclusion in the final report; organizing project financial and report records for audit purposes; and, as applicable, coordinating agreement amendments with DWR and sub-grantee amendments.

#### Deliverables

- Quarterly progress reports
- Invoices with supporting documentation
- Final Report, including a Funding Area-wide Needs Assessment as specified in Appendix A of the DAC Involvement RFP

## Project 2: Needs Assessments

Needs assessments will be conducted in all six IRWM Regions. The outcome will be a needs assessment document completed for the CCFA. The needs assessments will provide a better understanding of water management needs in the CCFA and help direct resources and funding.

**Task 1 – Needs Assessment for Santa Cruz Region:** The Santa Cruz IRWM Region will build upon prior efforts and utilize newly available data to document and further characterize the water management needs of DACs, EDAs and, where identified, underrepresented communities. Using DWR's DAC mapping tool, related prior mapping efforts, and other applicable data the Region will identify, validate, catalog, and map DACs. This will include compiling existing information and collecting new information to characterize and assess the needs consistent with DWR's July 2016 DAC Request for Proposals. This task will also involve outreach and engagement activities which will be both informed by, and well as, informing further assessment, which will result in identifying and prioritizing project development activities.

**Task 2 – Needs Assessment for Pajaro River Watershed Region:** Consultant(s) will conduct needs assessments, consistent with DWR's requirements, as well as comprehensive Technical, Managerial and Financial (TMF) capacity assessments throughout the Pajaro Region. The work will focus on the drinking water and wastewater needs of rural and unincorporated areas that meet the DAC definition, including community water systems, wastewater systems, farmworker housing, schools that provide their own drinking water, and rural communities with a high density of contaminated private wells. In addition to completing DWR's required needs assessment table, consultant(s) will gather more detailed information on technical, managerial, and financial capacities.

**Task 3 – Needs Assessment for Greater Monterey County Region:** Consultant(s) will incorporate the needs assessment information that was identified in the Salinas Valley Pilot Project into the spreadsheet provided by DWR, and will update that information based on annual ACS data. Consultant(s) will continue work to broaden the community assessment effort by conducting water quality testing, preliminary income surveys, and preliminary assessment of problems and potential solutions for communities not identified in the current Salinas Valley DAC Pilot project.

**Task 4 – Needs Assessment for Monterey Peninsula Region:** Consultant(s) will conduct needs assessments throughout the Monterey Peninsula Region to determine the current TMF capacities of local DACs and recommend improvements.

**Task 5 – Needs Assessment for San Luis Obispo Region:** A comprehensive needs assessment of DACs will be conducted in the San Luis Obispo County IRWM Region. The needs assessment will include an evaluation of TMF capacity; recommendations such as strategies for further outreach, education and engagement activities; capacity building programs; funding opportunities and financial assistance programs; and project planning and implementation guidance.

**Task 6 – Needs Assessment for Santa Barbara Region:** The Santa Barbara IRWM Region has conducted an extensive outreach and engagement program and has identified several DACs in the Region, with the most underserved communities being the City of Guadalupe and the residents of the Cuyama Valley. A needs assessment will be conducted by the University of California Santa Barbara (UCSB) to identify other "hidden" DACs and/or SDACs as well as under-represented communities and EDAs within the larger isolated geographic area of the Cuyama Valley.

### Deliverables

- Needs Assessment summary for CCFA
- Copy of reports/outreach materials
- Needs Assessment template table for CCFA

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### Project 3: Educational Activities

Education of DACs and of water managers alike will occur generally throughout the CCFA as a result of DAC Involvement activities. The educational activities described in the tasks below will help community members understand and respond to water management needs in the respective IRWM regions. A focused educational effort will be specifically undertaken by the following IRWM Regions:

**Task 1 – Educational Activities for Pajaro River Watershed Region:** Consultant(s) will conduct education activities that include developing community outreach and education materials, well testing education, and septic system operation and maintenance training.

Deliverables

- Copy of Educational Activity materials

**Task 2 – Educational Activities for Greater Monterey County Region:** Consultant(s) will conduct up to three leadership training courses based on Water Justice Leadership curriculum developed with support from the California Environmental Protection Agency's Environmental Justice Small Grants Program and piloted in three Salinas Valley communities in 2015 and 2016 and any additional training topics, as highlighted by community partners. The leadership training courses will target community partners in areas currently advancing to project readiness through the Salinas Valley DAC Drinking Water and Wastewater Pilot Project.

Deliverables

- Copies of materials from up to three Water Leadership courses

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### Project 4: Community Outreach

Outreach to DACs will occur generally throughout the CCFA as part of the Needs Assessment project (Project 2) as well as other DAC Involvement activities. General information sharing and outreach will involve community members to increase interest in, awareness of, and demand for long-term water solutions in DACs throughout the CCFA. Agencies will be engaged to ensure appropriate data dissemination, coordination, and appropriate buy-in for recommended solutions. A focused educational effort will be specifically undertaken by the following IRWM Regions:

**Task 1 – Community Outreach for Santa Cruz Region:** This task will be informed by the Needs Assessment (Project 2) and will involve developing a targeted DAC outreach plan, conducting outreach meetings on water management and water resource related issues facing the region and specific DACs and potential near-term and long-term solutions.

Deliverables

- Memorandum presenting community outreach and engagement approach
- Community outreach meeting materials
- A document summarizing outreach results

**Task 2 – Community Outreach for Greater Monterey County Region:** The Greater Monterey County Region will pursue several levels of outreach beginning with general community information sharing to increase awareness and determine interest in potential water projects. In addition, agencies will be engaged to ensure they are part of the solutions. Consultant(s) will then develop a multi-pronged community engagement plan and outreach strategy to reach all residents and owners in the geographic area of several high priority communities identified for project development. Example activities in the community engagement will include:

- Conduct leadership trainings, environmental health education awareness, and other capacity building activities to increase interest and demand in long-term water solutions and ability to advance them
- Determine community boundaries
- Assist residents in understanding financial, legal, and engineering aspects of proposed projects
- Facilitate community-driven processes to determine long-term solutions for water and wastewater supplies
- Collect community information needed for project development, engineering and project implementation
- Develop educational materials to make technical information accessible for community members.

Deliverables

- Copies of up to four high priority community specific engagement plans
- A document summarizing outreach results
- Copies of outreach materials
- Agency Plan of Action

**Task 3 – Outreach Activities for Monterey Peninsula Region:** Community outreach activities will involve direct outreach to the City of Seaside DAC community with the desired outcome of increasing participation in the Monterey Peninsula Water Management District (MPWMD) conservation programs and IRWM Planning. Outreach activities will include education and outreach to DAC property owners and managers to obtain participation in an appliance retrofit program. Outreach and education will continue with DAC residents through the site assessments of DAC properties and appliance retrofit. Participation will result in engaging City of Sea Side community members through this new retrofit program conducted by the MPWMD to help DAC awareness of existing water resource issues, need for conservation, and cost saving opportunities.

Deliverables

- Community outreach materials
- Site assessments document(s)
- Implementation data document(s)

**Task 4 – Community Outreach for Santa Barbara Region:** The Cuyama Community Services District (CCSD) currently has very limited means to inform and educate the community regarding issues facing the District and the overall Cuyama Valley. The CCSD will work with the Cuyama Joint Unified School District to provide education about the IRWM, water supply and water use, water quality, water conservation, and other water resource issues. The CCSD will produce and disseminate a bilingual printed Annual Report to ratepayers and to the public at large regarding CCSD activities. The CCSD will initiate an annual Town Hall forum to be held in conjunction with the Cuyama Valley Community Association. The CCSD will use the Town Hall meeting to review all aspects of the CCSD Annual Report with ratepayers, and will provide information about the IRWM program. Additionally, as needed, the CCSD will hold Town Hall meetings to present information to the public, for example, on how to conserve water during a drought. The CCSD will also initiate regular public communication via a professionally produced bilingual website that will be updated quarterly and a bilingual email newsletter. Increased access to information through the website, public meetings, and Annual Report is expected to increase the understanding of and participation in IRWM activities.

Deliverables

- Two Cuyama Community Services District (CCSD) Annual Reports

## Project 5: IRWM Engagement Efforts

Two of the Regions will support existing DAC engagement efforts in the IRWM process as follows:

**Task 1 – IRWM Engagement Efforts for Greater Monterey County Region:** A DAC Regional Engagement Coordinator will be hired to oversee and manage all activities for the Greater Monterey County Region. The DAC Regional Engagement Coordinator will interface with DACs to best understand the needs and issues based on outcomes of the Salinas Valley DAC Drinking Water and Wastewater Pilot project, will act as liaison with the RWMG and RWMF, and will provide oversight and direction to consultant(s), and other subcontractors to facilitate communication, and ensure all work is performed on schedule and as stipulated in the contract.

Consultant(s) will participate in person in monthly RWMG meetings. The consultant(s) will meet with individual RWMG members to explore overlapping interests and possible joint projects, and will educate RWMG members about the DAC work being done. In addition, the consultant(s) will participate in RWMG subgroups, technical advisory committees, and other opportunities to represent DAC interests.

### Deliverables

- Documentation of monthly RWMG meetings
- Report of outcomes based on individual meetings with each RWMG member organization that does not represent DACs
- Two new proposals submitted for ranking in the IRWM plan

**Task 2 – IRWM Engagement Efforts for Santa Barbara Region:** The Cuyama Valley and the CCSD are located in an isolated area of northeastern Santa Barbara County. While the RWMG does conduct regular meetings and regular visits to Cuyama Valley, more coordination is needed to actively engage participants from the CCSD and the Cuyama Valley. Increased access to the IRWM process will help the CCSD board and management make more informed decisions, as well as help the board and staff prioritize and plan for better representation and participation in IRWM efforts and within the newly formed Groundwater Sustainability Agency, which will be mutually reinforcing.

### Deliverables

- Documentation of Cuyama Valley residents and Cuyama Community Services District participation in IRWM and GSA meetings

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## Project 6: Technical Assistance

Technical assistance includes providing TMF assistance to DACs so that the communities are better able to support local decision making, participation in IRWM planning and implementation, and project development and implementation. This work will help identify solutions that create long-term reliability, while optimizing the ongoing operation and maintenance and management costs for small water and wastewater systems. Technical assistance will be targeted in three IRWM regions:

**Task 1 – Technical Assistance for Pajaro River Watershed Region:** Based on the needs and TMF capacity assessments conducted as part of Project 2, Consultant(s) will provide technical assistance to help build managerial capacity and develop policies and procedures for DACs in the Pajaro IRWM Region. Technical assistance will include hands-on training and providing access to local resources, as needed. Consultant(s) will also provide operations and maintenance training for small drinking water and wastewater systems.

### Deliverables

- Training materials and feasibility studies for capital improvement projects

**Task 2 – Technical Assistance for Greater Monterey County Region:** Consultant(s) will be part of a technical team that will provide general technical assistance to DACs as needed and as resources are available.

Deliverables

- Training materials and technical assistance reports

**Task 3 – Technical Assistance for Monterey Peninsula Region:** Based on the needs and TMF capacity assessments conducted in Project 2, consultant(s) will provide training and technical assistance to help DACs improve their drinking water quality and wastewater treatment, understand how to properly manage and operate their water systems, and be better positioned for funding. Consultant(s) will offer community-wide trainings and one-on-one assistance as determined in cooperation with the Monterey Peninsula Water Management District. In addition, the consultant(s) will identify potential stakeholders and facilitate conversations among utilities to evaluate the feasibility of collaboration, consolidation, and contractual or mutual aid agreements for capital improvement projects. The consultant(s) will conduct community outreach, education, engagement, and capacity development to support capital project development as appropriate. A consultant(s) will facilitate discussions with regulatory agencies and funding agencies to support development of projects.

Deliverables

- Training materials and technical assistance reports
- 

### **Project 7: Site Assessments**

Site assessments include conducting median household income (MHI) surveys, drinking water and septic system assessments, and mapping areas of concern or DAC project boundaries. The outcomes of the site assessments are improved knowledge of water management needs, as well as constraints and opportunities for addressing the needs.

**Task 1 – Site Assessment for Pajaro River Watershed:** Consultant(s) will conduct MHI surveys for a minimum of three small communities in the Pajaro River Watershed IRWM Region.

Deliverables

- Three completed MHI surveys

**Task 2 – Site Assessments for Greater Monterey County Region:** Consultant(s) will conduct MHI surveys for a minimum of four very small communities in the Greater Monterey IRWM Region. Consultant(s) will be responsible for conducting other site assessments that may include private well testing or septic system evaluations to determine if a DAC has a problem and to map areas of concern or probable DAC project boundaries, as opposed to surveying for engineering.

Deliverables

- Four MHI surveys completed and
  - Up to four site assessment reports
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### **Project 8: Project Development and Construction Activities**

IRWM planning and DAC engagement efforts previously conducted throughout the Central Coast have identified existing needs in each of the IRWM regions that can be addressed through these tasks. These include project development activities, such as planning, environmental compliance, pre-construction engineering/design activities to support and prepare for future implementation and construction projects to meet DAC needs. The activities also include construction activities to address previously identified and near-term needs.



**Task 1 – Project Development Activities for Santa Cruz Region:** The Santa Cruz Region will conduct project development activities to support two identified projects as well as the additional prioritized project(s) that are an outcome of the Needs Assessment (Project 2). The tasks include the following:

*Task 1.1: Middle Struve Slough Water Quality and Habitat Improvement Project:* This collaborative effort of the City of Watsonville and Watsonville Wetlands Watch will result in construction-ready designs and associated environmental review documents for high quality stormwater treatment features to improve wetland health, surface water quality, and habitat within the Struve Slough watershed. Additional benefits of the project will include improved public access to existing and planned high foot traffic areas of the City's recreational trail network alongside the Sloughs. Project-related bilingual (Spanish) outreach and education will occur. Bilingual interpretive and educational materials about pollution prevention, stormwater, and healthy water resources will be developed.

Deliverables

- A memo summarizing (2) pre-project community outreach events (sites walks) on project design and further outreach efforts
- Development of a bilingual interpretive materials plan for public outreach during and post-construction
- A resource assessment and conceptual design plan
- 30% designs for construction projects
- 100% design level grading plans to support project implementation and habitat enhancement and vegetation management designs
- Project permit matrix for all projects which will require permits; draft permit-related biological information (e.g., DFW 1600 agreement)

*Task 1.2: North Boulder Creek Fire Flow Master Plan:* This Plan is necessary to address a critical water supply need in DACs served by a public water supply system. This Plan will inform future water system infrastructure upgrades necessary to provide adequate water supply pressure to maintain fire protection flows. Residents located in northern Boulder Creek and areas to the north served by the San Lorenzo Valley Water District (District) are supplied by aging 2-inch pipelines that are significantly undersized for appropriate fire protection flows. The Plan includes conducting flow modeling of the water system to determine the appropriately sized pipelines, appurtenances, and system infrastructure to meet fire protection flow requirements. Upon completion of the model simulations, the District can prioritize pipeline replacements of appropriate diameter and location and related improvements. This Plan and related effort will be conducted by District personnel and consultant(s). The generation of this Plan will include an educational and public outreach component to the affected DACs and the areas served.

Deliverables

- North Boulder Creek Fire Flow Master Plan

**Task 2 – Project Development Activities for Pajaro River Watershed Region:** Pajaro Sunny Mesa Community Services District (PSMCSD) Water Supply Storage Tank: PSMCSD is constructing a new 600,000-gallon water supply storage tank. The planning, design, and construction is funded through a \$1,770,000 Proposition 84 Round 2 IRWM Implementation Grant No. 4600010588. After soliciting construction bids, PSMCSD identified a budget shortfall. This project will be utilized to satisfy the funding shortfall.

Project activities will include project administration, planning and design, and construction. Project administration involves oversight of project budgets, schedules, and reporting. Planning and design involves compliance with environmental documents and permits and revisions to the design

documents, as needed. Construction involves contracting, construction administration, and the following construction activities:

- Mobilize and prepare site. This work will include mobilization of equipment and machinery and establishing laydown areas. In addition, site preparation work may include clearing, grubbing, fencing and grading.
- Site excavation will be performed to accommodate the new water tank.
- Wick drains (or other soil stabilization techniques) will be installed in order to stabilize the tank when it is erected and filled.
- Erect and Paint Tank. Moreover, this will include construction of the tank foundation, erection of the tank, coating the tank and disinfection and testing of the tank.
- Install and connect piping from existing well and tank to the new tank. Then install and connect piping from the new tank to the existing booster pumps.
- Connect controls to interlock the new tank into the existing control system.
- Construct a new access road with drainage improvements.
- Disinfect and test newly installed equipment.

Deliverables

- Permits and CEQA documents
- Revised Plans and Specifications
- Notice to Proceed
- Photo documentation
- Notice of Completion
- Certification of registered professional

**Task 3 – Project Development Activities for Greater Monterey County Region:** Project development activities are intended to move high priority projects identified through the Salinas Valley Drinking Water and Wastewater Pilot Project closer to successful funding applications and implementation. Additional drinking water and/or wastewater projects may be added to the high priority project list if they address an immediate public/environmental health threat in a disadvantaged community. Projects are expected to include a combination of the following: repair or replacement of drinking water and wastewater infrastructure, consolidation of community water systems with municipal or private water purveyors and planning and design in support of infrastructure for regionalization.

Consultant(s) will be responsible for all project development, design, permitting, and environmental documentation associated with this task. The Scope of Work includes development of two projects to 30% design completion and two others to application readiness in terms of design and environmental documentation. Of the six high priority projects evaluated in the Salinas Valley DAC Pilot Project, Middlefield Road will be ready for DAC Involvement work in early 2018. EJCW is already moving forward with Apple Avenue via the Proposition 1 Technical Assistance (TA) funding and has been approved to submit a TA workplan for Walnut Avenue. Work includes project planning and technical assistance as needed, including project feasibility determinations, preliminary design concepts and environmental compliance evaluations, and other technical assistance coordinated during planning activities.

Deliverables

- Two projects to 30% design completion and two projects to funding application readiness in terms of design and environmental documentation.

**Task 4 – Project Construction Activities for Monterey Peninsula Region:** The DAC population comprises 27% of the City of Monterey population residing in the watershed that will benefit from the storm

water project. This project will install a new storm drain pipe in Franklin Street to intercept and redirect drainage that currently discharges into the Lighthouse Tunnel Pump Station and then into Monterey Bay without treatment. The storm drain is designed to intercept runoff in the downtown area that is susceptible to flooding. This neighborhood is one of the main employment locations for the disadvantaged community. With flooding, there is not only the high risk of washing off pollutants that can be harmful to the environment, but in this case, can affect the businesses in the area which in term would affect the work force. Drainage will be redirected to Lake El Estero which has assimilative capacity and will be used as reclamation source water.

A portion of the project funds will be devoted to educational activities regarding the project benefits within the DAC. Public outreach will include flyers about the project for public distribution and project posters to be located at the Monterey Sports Center, which is located directly adjacent to the project, that will describe through the use of images and text the purpose for the project and the benefits of the project.

The project is only partially funded by this grant. However, the entire project will be reported on in the quarterly reports. This grant will fund the following project activities:

- Public outreach activities documents
- Installation of new Reinforced Concrete Pipe (RCP) storm drain pipe and associated fittings
- Install approximately 340 linear feet of 36" RCP

Deliverables

- |  |  |
|--|--|
| <input type="checkbox"/> CEQA determination                  | <input type="checkbox"/> Certification of registered professional      |
| <input type="checkbox"/> Flyers                              | <input type="checkbox"/> Proof of signage or any other acknowledgement |
| <input type="checkbox"/> Photos of deployed outreach posters |  |
| <input type="checkbox"/> Photos of construction activities   |  |

**Task 5 – Project Development Activities for San Luis Obispo Region:** Five project development activities are proposed to prepare water agencies that serve DACs within the San Luis Obispo County IRWM Region for future implementation projects. These include:

- Oceano Community Services District Water Resource Reliability Program Phase 2
- City of Grover Beach Turnout Pump Station Design and Water Master Plan Update
- City of San Luis Obispo Water Resource Recovery Facility Project Value Engineering at 60% Design
- San Simeon Community Services District Reservoir Expansion Project and Water Master Plan Update
- San Miguel Community Services District Wastewater Plan Update and Recharge Basin Study

Each project development activity supports the top priorities projects and/or studies identified by the water agencies that serve DACs. These project development activities benefit the disadvantaged communities and economically distressed areas by providing planning necessary for future implementation of important water projects for the public water systems that serve each community.

*Task 5.1: Oceano Community Services District Water Resource Reliability Program Phase 2:* The proposed project development activities will include design, environmental compliance, and other technical assistance directly in support of the Oceano Community Services District (OCSD) Water Resource Reliability Program (WRRP) including community outreach and education. The WRRP Phase 1 includes the following three components: 1) Feasibility Study Project for Recycled Water Injection Wells, 2) Feasibility Study for Low Impact Development, 3) Feasibility Study for Leak Detection and Management. This phase is currently being undertaken. The WRRP Phase 2 includes preconstruction activities, including design, environmental compliance, other technical assistance, and additional community outreach and education. The future WRRP Phase 3 will involve project construction.

This project will implement Phase 2. Prioritized projects identified as part of the preliminary feasibility evaluations under the prior WRRP Phase 1 planning activities will be developed into "shovel-ready" status.

Deliverable

- Oceano CSD Water Resource Reliability Program Phase 2 Project Design & Planning Submittal

**Task 5.2: City of Grover Beach Turnout Pump Station Design and Water Master Plan Update:** In addition to the turnout improvements, significant changes have occurred because of the drought that were unforeseen when the last Water Master Plan was developed in 2006. Reductions in water demand have reduced revenues and that pattern may continue. Development projects, shifting demand patterns and significant street improvements program using Community Block Grant funding are necessitating an update of the Water Master Plan. The update will include analyzing the most economically viable water system improvements options for development of sustainable water resources projects. The Water Master Plan update will allow Grover Beach to appropriately plan for existing deficiencies and future growth and to identify key implementation projects.

Deliverables

- Grover Beach Turnout Pump Station Design Submittal
- Grover Beach Water Master Plan Update Document

**Task 5.3: City of San Luis Obispo Water Resource Recovery Facility Project Value Engineering at 60% Design:** The City of San Luis Obispo, along with program managers, and consultant(s) are working together to complete a 7-year, \$140 million program to upgrade the City's Water Resource Recovery Facility (WRRF) by 2021. The WRRF currently produces and distributes recycled water throughout the City to help offset potable water demand. To help the City meet their water diversity and reliability needs, the WRRF Project is also being designed with potable reuse in mind to position the City to provide another source of water to the community. The WRRF Project is scheduled to begin construction in 2018, and studies are underway to maximize the use of this recycled water resource. This project will perform Value Engineering (VE) at 60% Design for the WRRF Project, and will include coordinating and conducting a VE Workshop at 60% Design of the WRRF Project. A VE Report will be prepared at the end of the VE Workshop.

Deliverable

- San Luis Obispo Water Resource Recovery Facility Project VE at 60% Design Report

**Task 5.4: San Simeon Community Services District Reservoir Expansion Project and Water Master Plan Update:** This project entails the design, environmental determination, and permitting for a reservoir expansion project and update of the Water Master Plan for the San Simeon Community Services District. The District is proposing to expand the existing 150,000-gallon reservoir to provide regulatory, emergency and fire storage. The San Luis Obispo County Fire Marshall stated that a total of 450,000 gallons would be needed to comply with current fire flow safety regulations, and 100,000 gallons for emergency. The recommended total storage is 600,000 gallons. Design, environmental determination, and permitting activities will be required to establish costs for the reservoir expansion project including any other determining factors that would assist in fire flow improvement. In addition to providing 100% design documents, this activity includes modeling of the system to analyze maximum day demand and fire scenarios. An update to the SSCSD's water, wastewater and recycled water master plan will also be conducted to better identify the disadvantaged community's critical water needs.

Deliverables

- San Simeon CSD Reservoir Expansion 100% Design Submittal
- San Simeon CSD Water Master Plan Update Document

**Task 5.5: San Miguel Community Services District Wastewater Plan Update and Recharge Basin Study:** San Miguel Community Services District (SMCSD) proposes to conduct a wastewater plant upgrade study. A loading study concluded that the existing facilities are nearing the legal limit of certain contaminants. A wastewater plant upgrade study would address these concerns so the district could adequately prepare for a wastewater expansion project. Additionally, a study for the feasibility of groundwater recharge basins and reclamation is proposed within the SMCSD boundaries. Since SMCSD lacks a supplemental source, the water needs for this DAC depend highly on the health of the immediate groundwater basin. The study would determine the locations for future groundwater recharge basins and injection wells with the intent to provide a supplemental source that is economically affordable.

Deliverables

- ❑ San Miguel CSD Wastewater Plan Update Study
- ❑ San Miguel CSD Recharge Basin Study

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## **Project 9: Project Development Activities for the Santa Barbara Region**

### **Task 1 – Cuyama and New Cuyama Facilities Optimization Master Plan & Cuyama Hydrogeologic Study**

**Task 1.1: Cuyama and New Cuyama Facilities Optimization Master Plan:** The Cuyama Community Services District (CCSD) proposes to prepare a Facilities Optimization Master Plan that will assess the current water and wastewater facilities and systems, and will provide a comprehensive evaluation of the programs, infrastructure processes, resiliency plan, and procedures that are required to meet CCSD's mission of providing safe and reliable drinking water and reliable and cost efficient wastewater treatment and services to its ratepayers. The Plan will include a section of recommendations for facilities' efficiency, resiliency, increase cost efficacy, new infrastructure and systems' optimization over a 10-year planning horizon. Another outcome of the Plan is to prepare thorough and easily comprehensible operational manuals for the water and wastewater facilities so that any operator will be able to competently operate the facilities. The generation of this Plan would also include an educational and public outreach component, and public workshops. This Plan will assist the CCSD in identifying and prioritizing project development activities for future implementation and construction.

Deliverables

- ❑ Final CCSD Facilities Master Plan, Resiliency Plan and Operating Manuals

**Task 1. 2: Cuyama Hydrogeologic Study:** The Cuyama Community Services District (CCSD) proposes to develop a Hydrogeologic Study including review of existing data, analysis of groundwater level monitoring, and recommendations for potential test well locations. The study will use a watershed modeling tool adapted from the existing USGS model to evaluate the potential influences of local and regional groundwater production on the CCSD wells over 5, 10, and 20 year planning scenarios. These scenarios can be used to inform the Facilities Optimization Master Plan development. This watershed modeling tool will be a long-term resource that the CCSD can use to run future management scenarios including climate change and groundwater management plan pumping scenarios. *The generation of this study would also include an educational and public outreach component, and public workshops.*

Deliverables

- ❑ Final Cuyama Hydrogeologic Study Report

**Task 2 – City of Guadalupe Water Distribution, Sewer Collection, and Wastewater Treatment System**

**Improvements:** This Task includes improvements to the City's water distribution, sewer collection, and wastewater treatment system to prepare for future implementation and construction funding, as follows:

**Water Distribution Improvements:** As part of the 2014 Water Master Plan update, the City of Guadalupe performed a review of the water distribution system, and its ability to provide sufficient Operational, Emergency, and Fire service to the community under existing and future conditions. The review included the development and evaluation of a hydraulic model of the City's distribution system. The fire flow assessment indicated that the distribution system is unable to provide the minimum required flow and residual pressure to schools and industrial zones as set forth by the City Fire Chief. This project would implement the water distribution system upgrades recommended to meet fire flow requirements under existing and future conditions.

**Sewer Collection System Improvements:** As part of the 2014 Wastewater Collection and Treatment Master Plan, the City performed a review of the sewer collection and wastewater treatment system, and its ability to serve the City under existing and future conditions. The review included the development and evaluation of a hydraulic model of the City's collection system, along with a comprehensive review of the City's wastewater treatment plant capacity and operations. The assessment indicated that the collection and treatment systems have significant deficiencies under existing and future conditions, and recommended various upgrades to address the deficiencies.

**Wastewater Treatment System Improvements:** In 2012, the City completed wastewater treatment plant improvements to improve effluent quality and meet permit requirements. The project was the first phase of a larger improvement plan recommended to meet permit conditions and improve operability over a 30-year design life. The project scope was reduced to meet available grant funding while performing the minimal improvements necessary to ensure compliance with the existing Waste Discharge Requirements. This project would implement the additional improvements needing, including replacement and/or refurbishment of facilities located at the influent pump station, as well as grit removal system, effluent distribution ditch, irrigation pump station, effluent storage ponds, and spray fields.

The tasks associated with the proposed water distribution, sewer collection, and wastewater treatment system improvements include:

- **Geotechnical Investigations:** A Certified Geotechnical Engineer will perform a detailed geotechnical investigation at the project sites to explore subsurface conditions. Field investigations will be performed to collect pertinent data and information, which will be analyzed to develop geotechnical engineering recommendations for the final design. The field and laboratory data will be reviewed by a Registered Geotechnical Engineer, and evaluated with respect to development of geotechnical criteria for the proposed projects.
- **Survey/Right-of-Way:** A topographic and boundary survey will be performed to prepare a map within the project limits.
- **Preliminary Design Report:** The Preliminary Design Report (PDR) will be performed. The PDR will describe recommended design features and assessments such as flows, redundancy, materials selection, and operation and maintenance. A hydraulic analysis will be performed to evaluate fire flows and residual pressure. The PDR will include an assessment of permitting, construction sequencing, anticipated design and construction schedule, and temporary facilities. A construction cost opinion will be provided, along with identification of long lead items.
- **Plans, Specifications, and Estimates:** The City's consultant will prepare construction plans and technical specifications for public bid. Plans will be prepared in AutoCad format, and technical specifications will be prepared in CSI format.

Deliverables

- City of Guadalupe Water Distribution Improvements Geotechnical Investigation,
- City of Guadalupe Water Distribution Improvements Right of Way Map,
- City of Guadalupe Water Distribution Improvements Preliminary Design Report
- City of Guadalupe Water Distribution Improvements Final Plans and Specifications
- Sewer collection Geotechnical Investigation
- Sewer collection Right of Way Map
- Sewer collection Preliminary Design Report
- Sewer collection Final Plans and Specifications
- Wastewater treatment system Geotechnical Investigation,
- Wastewater treatment system Right of Way Map,
- Wastewater treatment system Preliminary Design Report,
- Wastewater treatment system Final Plans and Specifications.

**EXHIBIT B**  
**BUDGET**

<b>PROJECT</b>	<b>DESCRIPTION</b>	<b>GRANT AMOUNT</b>
1	Administration	\$244,010
2	Needs Assessments	\$545,363
3	Educational Activities	\$62,003
4	Community Outreach	\$378,180
5	IRWM Engagement Efforts	\$178,499
6	Technical Assistance	\$130,934
7	Site Assessments	\$39,851
8	Project Development and Construction Activities	\$2,040,875
9	Project Development Activities for the Santa Barbara Region	\$680,285
Total Amount:		\$4,300,000





**EXHIBIT D**  
**STANDARD CONDITIONS**

**D.1) ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:**

- a) **Separate Accounting of Funding Disbursements and Records:** Grantee shall account for the money disbursed pursuant to this Grant Agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts and disbursements of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
- b) **Fiscal Management Systems and Accounting Standards:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law or this Grant Agreement.
- c) **Disposition of Money Disbursed:** All money disbursed pursuant to this Grant Agreement shall be deposited, administered, and accounted for pursuant to the provisions of applicable law and be placed in a non-interest bearing account.
- d) **Remittance of Unexpended Funds:** Grantee shall remit to State any unexpended funds that were disbursed to Grantee under this Grant Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from State to Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant Agreement, whichever comes first.

**D.2) ACKNOWLEDGEMENT OF CREDIT:** Grantee shall include appropriate acknowledgement of credit to the State and to all cost-sharing partners for their support when promoting the Projects or using any data and/or information developed under this Grant Agreement. During construction of each project, Grantee shall install a sign at a prominent location, which shall include a statement that the project is financed under Water Quality, Supply and Infrastructure Improvement Act of 2014, administered by State of California, Department of Water Resources. Grantee shall notify State that the sign has been erected by providing them with a site map with the sign location noted and a photograph of the sign.

**D.3) AIR OR WATER POLLUTION VIOLATION:** Under State laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to §13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

**D.4) AMENDMENT:** This Grant Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. State shall have no obligation to agree to an amendment.

- D.5) AMERICANS WITH DISABILITIES ACT:** By signing this Grant Agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
- D.6) APPROVAL:** This Agreement is of no force or effect until signed by all parties to the agreement. Grantee may not submit invoices or receive payment until all required signatures have been obtained.
- D.7) AUDITS:** State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of Projects, with the costs of such audit borne by State. After completion of the Projects, State may require Grantee to conduct a final audit to State's specifications, at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may elect to pursue any remedies provided in Paragraph 11 or take any other action it deems necessary to protect its interests.

Pursuant to Government Code §8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three years after final payment under this Grant Agreement with respect to all matters connected with this Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after project completion or final billing, whichever comes later.

- D.8) BUDGET CONTINGENCY:** If the Budget Act of the current year covered under this Grant Agreement does not appropriate sufficient funds for the Proposition 1 Implementation Grant Program, this Grant Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Grant Agreement. In this event, State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement. Nothing in this Grant Agreement shall be construed to provide Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, State shall have the option to either cancel this Grant Agreement with no liability occurring to State, or offer a Grant Agreement amendment to Grantee to reflect the reduced amount.
- D.9) CALIFORNIA CONSERVATION CORPS:** As required in Water Code §79038(b), Grantee shall examine the feasibility of using the California Conservation Corps or community conservation corps to accomplish the habitat restoration, enhancement and protection activities listed in the Exhibit A, Work Plan, and shall use the services of one of these organizations whenever feasible.
- D.10) CEQA:** Activities funded under this Grant Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA) (Public Resources Code §21000 et seq.). Information on CEQA may be found at the following links:

Environmental Information: <http://resources.ca.gov/ceqa/>

California State Clearinghouse Handbook:  
[https://www.opr.ca.gov/docs/SCH\\_Handbook\\_2012.pdf](https://www.opr.ca.gov/docs/SCH_Handbook_2012.pdf)

- D.11) CHILD SUPPORT COMPLIANCE ACT:** For any Grant Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code §7110, that:
- a) The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with §5200) of Part 5 of Division 9 of the Family Code; and
  - b) The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.12) CLAIMS DISPUTE:** Any claim that the Grantee may have regarding performance of this agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the State's Project Manager, within thirty (30) calendar days of the Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
- D.13) COMPETITIVE BIDDING AND PROCUREMENTS:** Grantee shall comply with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations in Grantee's contracts with other entities for acquisition of goods and services and construction of public works with funds provided by State under this Grant Agreement.
- D.14) COMPUTER SOFTWARE:** Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.15) CONFLICT OF INTEREST:** All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code, § 1090 and Public Contract Code, § 10410 and § 10411, for State conflict of interest requirements.
- a) **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
  - b) **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

- c) Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Government Code §87100 *et seq.*
- d) Employees and Consultants to the Grantee: Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.

- D.16) DELIVERY OF INFORMATION, REPORTS, AND DATA:** Grantee agrees to expeditiously provide throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by State.
- D.17) DISPOSITION OF EQUIPMENT:** Grantee shall provide to State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.
- D.18) DRUG-FREE WORKPLACE CERTIFICATION:** Certification of Compliance: By signing this Grant Agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code §8350 *et seq.*) and have or will provide a drug-free workplace by taking the following actions:
- a) Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code §8355(a)(1).
  - b) Establish a Drug-Free Awareness Program, as required by Government Code §8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:
    - i) The dangers of drug abuse in the workplace,
    - ii) Grantee's policy of maintaining a drug-free workplace,
    - iii) Any available counseling, rehabilitation, and employee assistance programs, and
    - iv) Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
  - c) Provide, as required by Government Code §8355(a)(3), that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
    - i) Will receive a copy of Grantee's drug-free policy statement, and
    - ii) Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.
- D.19) FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL:** Upon completion of the Project, Grantee shall provide for a final inspection and certification by the appropriate registered professional (California Registered Civil Engineer or Geologist) that the Project has

been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement. Grantee shall notify the State's Project Manager of the inspection date at least 14 calendar days prior to the inspection in order to provide State the opportunity to participate in the inspection.

- D.20) GRANTEE COMMITMENTS:** Grantee accepts and agrees to comply with all terms, provisions, conditions and commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
- D.21) GRANTEE NAME CHANGE:** Approval of the State's Program Manager is required to change the Grantee's name as listed on this Grant Agreement. Upon receipt of legal documentation of the name change the State will process an amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
- D.22) GOVERNING LAW:** This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.23) INDEMNIFICATION:** Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Projects and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insured on their liability insurance for activities undertaken pursuant to this Agreement.
- D.24) INDEPENDENT CAPACITY:** Grantee, and the agents and employees of Grantees, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.25) INSPECTION OF BOOKS, RECORDS, AND REPORTS:** During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.
- D.26) INSPECTIONS OF PROJECT BY STATE:** State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with State.
- D.27) INVOICE DISPUTES:** In the event of an invoice dispute, payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided may result in return of the invoice to the Grantee. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. Any claim that Grantee may have regarding the performance of this Grant Agreement including, but not limited to claims for additional compensation or extension of time, shall be submitted to the DWR Project Manager within thirty (30) calendar days of

Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to the Grant Agreement to implement the terms of any such resolution.

**D.28) NONDISCRIMINATION:** During the performance of this Grant Agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medical and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code §12990 (a-f) *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, §7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.

**D.29) NO DISCRIMINATION AGAINST DOMESTIC PARTNERS:** For contracts over \$100,000 executed or amended after January 1, 2007, the Grantee certifies by signing this Grant Agreement, under penalty of perjury under the laws of State of California that Grantee is in compliance with Public Contract Code §10295.3.

**D.30) OPINIONS AND DETERMINATIONS:** Where the terms of this Grant Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

**D.31) PERFORMANCE AND ASSURANCES:** Grantee agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in Exhibit A (Work Plan) and to apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law.

**D.32) PRIORITY HIRING CONSIDERATIONS:** If this Grant Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant Agreement to qualified recipients of aid under Welfare and Institutions Code §11200 in accordance with Public Contract Code §10353.

**D.33) PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Projects, or with Grantee's service of water, without prior permission of State. Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee to meet its obligations under this Grant Agreement, without prior written permission of

State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.

- D.34) REMEDIES NOT EXCLUSIVE:** The use by either party of any remedy specified herein for the enforcement of this Grant Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.35) RETENTION:** Notwithstanding any other provision of this Grant Agreement, State may, for each project, withhold five percent (5.0%) of the funds requested by Grantee for reimbursement of Eligible Costs. Each project in this Grant Agreement will be eligible to release its respective retention when that project is completed and Grantee has met requirements of Paragraph 16, "Submissions of Reports", except in the case of the last project to be completed under this Grant Agreement, in which case retention for such project will not be disbursed until the "Final Report" is submitted to and approved by State. State shall disburse retained funds to the Grantee.
- D.36) RIGHTS IN DATA:** Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act., Government Code § 6250 *et seq.* Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to State for financial support. Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.37) SEVERABILITY:** Should any portion of this Grant Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant Agreement shall continue as modified.
- D.38) STATE REVIEWS:** The parties agree that review or approval of project applications, documents, permits, plans, and specifications or other project information by the State is for administrative purposes only and does not relieve the Grantee of their responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the projects.
- D.39) SUSPENSION OF PAYMENTS:** This Grant Agreement may be subject to suspension of payments or termination, or both, and Grantee may be subject to debarment if the State determines that:
- a) Grantee, its contractors, or subcontractors have made a false certification, or
  - b) Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant Agreement.
- D.40) SUCCESSORS AND ASSIGNS:** This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.41) TERMINATION BY GRANTEE:** Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing



so, Grantee must provide a reason(s) for termination. Grantee must submit all progress reports summarizing accomplishments up until termination date.

- D.42) TERMINATION FOR CAUSE:** Subject to the right to cure under Paragraph 10, the State may terminate this Grant Agreement and be relieved of any payments should Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 11.
- D.43) TERMINATION WITHOUT CAUSE:** The State may terminate this Grant Agreement without cause on 30 calendar days advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.44) THIRD PARTY BENEFICIARIES:** The parties to this Grant Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.45) TIMELINESS:** Time is of the essence in this Grant Agreement.
- D.46) TRAVEL:** Travel includes the reasonable and necessary costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Agreement. Travel and per diem expenses to be reimbursed under this Agreement shall be at the same rates the State provides for unrepresented employees in accordance with the provisions of Title 2, Chapter 3, of the California Code of Regulations and shall be reimbursed consistent with the rates current at the time of travel. These rates are published at: <http://www.calhr.ca.gov/employees/Pages/travel-meals.aspx>, or its successor website. For the purpose of computing such expenses, Grantee's designated headquarters shall be: 7807 Soquel Drive, Aptos, CA 95003. No travel outside the Central Coast Funding Area shall be reimbursed unless prior written authorization is obtained from the State's Project Manager.
- D.47) VENUE:** The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.48) WAIVER OF RIGHTS:** None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.
- D.49) WORKERS' COMPENSATION:** Grantee affirms that it is aware of the provisions of §3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Grant Agreement and will make its contractors and subcontractors aware of this provision.

**EXHIBIT E**  
**AUTHORIZING RESOLUTION**

**REGIONAL WATER MANAGEMENT FOUNDATION**  
*a subsidiary of Community Foundation Santa Cruz County*

The Board of Directors of the Regional Water Management Foundation (RWMF) approves submitting a proposal to the California Department of Water Resources (DWR) for grant funding pursuant to the Proposition 1 Integrated Regional Water Management (IRWM) Disadvantaged Community Involvement program. The RWMF is submitting the funding proposal on behalf of the Santa Cruz IRWM region and the five other IRWM regions within the Central Coast Funding Area. Since 2008, the RWMF has served as the administrative entity for the Santa Cruz IRWM program and has served as grantee on prior IRWM grant awards.

At a meeting of the Santa Cruz IRWM Regional Water Management Group on February 24, 2017, representatives were unanimous in support of pursuing the RWMF pursuing IRWM Disadvantaged Community Involvement funding on behalf of the region. In spring 2017, the five other IRWM regions in the Central Coast all submitted letters of support for the RWMF serving as the grantee on behalf of the Central Coast Funding Area; these letter were previously submitted to DWR with the proposal in April 2017.

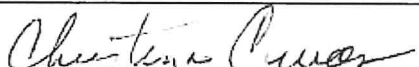
The Board of Directors of the RWMF approves entering into an agreement to receive a grant for the: Disadvantaged Community Involvement proposal for the Central Coast Funding Area. The Program Director of the Regional Water Management Foundation is hereby authorized and directed to prepare the necessary data, conduct investigations, file such application, and execute a grant agreement with California Department of Water Resources.

Passed and adopted by the Board of Directors.

Authorized Original Signature: 

Name: Ralph Miljanich

Title: Board Chair

Clerk/Secretary: 

## EXHIBIT F

### REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

#### **PROGRESS REPORTS**

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information. For each project, discuss the following at the task level, as organized in Exhibit A (Work Plan):

- Estimate of percent work complete.
- Milestones or deliverables completed during the reporting period.
- Discussion of work accomplished during the reporting period and submission of deliverables per Exhibit A.
- Scheduling concerns and issues encountered that may delay completion of the task.
- Work anticipated for the next reporting period.
- Updated schedule or budget inclusive of any changes that have occurred.

#### **FINAL REPORT**

The Final Report shall generally use the following format. This format may be modified as necessary to effectively communicate information on the various projects in the IRWM Program funded by this Grant Agreement, and includes the following:

##### **Executive Summary**

The Executive Summary consists of a maximum of twenty (20) pages summarizing information for the grant as well as the individual projects.

##### **Stakeholder Summary**

- General description of water management needs of DACs, Economically Distressed Areas (EDAs), and underrepresented communities at the Funding Area learned from the activities performed in this program
- General summary of DACs, EDAs, and underrepresented communities involved in IRWM efforts through this Program
- Map(s) identifying all DACs, EDAs, and underrepresented communities with IRWM regions learned from the activities performed in this program

##### **Involvement Activity Summary**

- General description of involvement activities performed in this Program, including both successful and unsuccessful involvement activities
- Identification of projects developed from the DAC involvement activities, if applicable

##### **Findings**

- Needs Assessment
  - Narrative summary of community characteristics identified and specific community water management needs and resources (technical, managerial, and financial) to address the needs of DACs, EDAs, and underrepresented communities
  - Needs Assessment template table filled in (at the community level)
- Identification of ongoing barriers for DAC involvement in IRWM efforts

- Recommendations for water managers on future DAC involvement activities in IRWM efforts

**Looking into the Future**

- Next steps for the IRWM regions to continue DAC involvement efforts

**EXHIBIT G**  
**REQUIREMENTS FOR STATEWIDE MONITORING AND DATA SUBMITTAL**

**Surface and Groundwater Quality Data**

Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports, as described in Exhibit F.

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website: <http://www.ceden.org>.

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program Information on the GAMA Program can be obtained at: [http://www.waterboards.ca.gov/gama/geotracker\\_gama.shtml](http://www.waterboards.ca.gov/gama/geotracker_gama.shtml). If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program.

**Groundwater Level Data**

Grantee shall submit to DWR groundwater level data collected as part of this grant. Water level data must be submitted using the California Statewide Groundwater Elevation Monitoring (CASGEM) online data submission system. Grantee should use their official CASGEM Monitoring Entity or Cooperating Agency status to gain access to the online submittal tool and submit data. If the data is from wells that are not part of the monitoring network, the water level measurements should be classified as voluntary measurements in the CASGEM system. If the grantee is not a Monitoring Entity or Cooperating Agency, please contact your DWR grant project manager for further assistance with data submittal. The activity of data submittal should be documented in appropriate progress or final project reports, as described in Exhibit F. Information regarding the CASGEM program can be found at <http://www.water.ca.gov/groundwater/casgem/>.

## EXHIBIT H

### STATE AUDIT DOCUMENT REQUIREMENTS GUIDELINES FOR GRANTEES

#### State Audit Document Requirements

The list below details the documents/records that State Auditors typically reviewed in the event of a Grant Agreement being audited. Grantees should ensure that such records are maintained for each State funded Program/Project. Where applicable, this list of documents also includes documents relating to the Grantee's funding match which will be required for audit purposes.

#### Internal Controls:

1. Organization chart (e.g., Agency's overall organization chart and organization chart for this Grant Agreement's funded project).
2. Written internal procedures and flowcharts for the following:
  - a) Receipts and deposits
  - b) Disbursements
  - c) State reimbursement requests
  - d) State funding expenditure tracking
  - e) Guidelines, policy(ies), and procedures on State funded Program/Project
3. Audit reports of the Grantee's internal control structure and/or financial statements within the last two years.
4. Prior audit reports on State funded Program/Project.

#### State Funding:

1. Original Grant Agreement, any amendment(s) and budget modification documents.
2. A list of all bond-funded grants, loans or subventions received from the State.
3. A list of all other funding sources for each Program/Project.

#### Contracts:

1. All subcontractor and consultant contracts and related, if applicable.
2. Contracts between the Grantee, member agencies, and project partners as related to the State funded Program/Project.

#### Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Grant Agreement.
2. Documentation linking subcontractor invoices to State reimbursement requests and related Grant Agreement budget line items.
3. Reimbursement requests submitted to the State for the Grant Agreement.

#### Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips or bank statements showing deposit of the payments received from the State.

3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the Grant Agreement.

Accounting Records:

1. Ledgers showing receipts and cash disbursement entries for State funding.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to reimbursement requests submitted to the State for the Grant Agreement

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Grantee staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor's staff and the Grantee's staff

Project Files:

1. All supporting documentation maintained in the Program/Project files.
2. All Grant Agreement related correspondence.

**Proposition 1 Integrated Regional Water Management (IRWM)  
Disadvantaged Community Involvement Grant Agreement Between  
Regional Water Management Foundation  
(referred to herein as "Grantee")  
and San Luis Obispo County Flood Control and Water Conservation District  
(referred to herein as "Local Project Sponsor")**

**Recitals**

- A. Regional Water Management Foundation (referred to herein as "Grantee"), a subsidiary of Community Foundation Santa Cruz County, has entered into a Grant Agreement with the Department of Water Resources of the State of California (referred to herein as "DWR" or "State") to receive grant funding from the Water Quality, Supply and Infrastructure Improvement Act of 2014 (Proposition 1) (Grant Agreement No. 4600012296) (referred to herein as "Grant Agreement"). The State funding will assist in financing the projects identified in the Grant Agreement associated with the Integrated Regional Water Management (referred to herein as "IRWM") Plans of the six Regional Water Management Groups in the Central Coast Funding Area. The Grant Agreement, attached hereto as Attachment A, and any subsequent amendments thereto, are incorporated herein by reference.
- B. The term "local project sponsor" refers to a local public agency that oversees completion of a particular project(s) identified for funding in the Grant Agreement. A local project sponsor provides project management, oversight and compliance administration and is responsible for completing the deliverables and providing the support for reimbursable expenditures for its sponsored project. Local Project Sponsor is one of multiple local project sponsors intended to oversee a project identified in the Grant Agreement and to receive grant funding from Grantee pursuant thereto. All of the work to be completed by Local Project Sponsor is referred to in this Agreement collectively as "Project" and is defined as a group of activities as set forth in Exhibit A to the Grant Agreement (Work Plan) and as more specifically set forth below.
- C. The parties acknowledge that Grantee will administer the distribution of grant funds to each local project sponsor pursuant to the Grant Agreement. The Local Project Sponsor agrees to act on behalf of Grantee for the purposes of its individual Project management, oversight, compliance, and operations and maintenance. Local Project Sponsor is responsible for all other aspects of its Project in a manner to ensure Grantee's compliance with the Grant Agreement. Local Project Sponsor is solely responsible for design, construction, and operation and maintenance of the Project. Local Project Sponsor acknowledges that review or approval of plans, specifications, bid documents, or other construction documents by the Grantee and the State is solely for the purpose of proper administration of funds by the Grantee or the State and shall not be deemed to relieve or restrict responsibilities of the Local Project Sponsor under this Agreement.
- D. The term of this Agreement begins on February 13, 2018 and terminates on April 30, 2021 (including any subsequent amendment), or when all of the Parties' obligations under this Agreement are fully satisfied, whichever occurs earlier. The execution date is the date the Grantee signs the Agreement.
- E. The parties desire to set forth the terms and conditions under which Local Project Sponsor is to receive grant funds from Grantee.



## Agreement

1. The above recitals are true and correct and are incorporated herein by this reference.
2. Local Project Sponsor agrees to:
  - a) Faithfully and expeditiously perform or cause to be performed all work associated with the following tasks identified in Exhibit A to the Grant Agreement (Work Plan) in accordance with Exhibit B (Budget) and Exhibit C (Schedule) to the Grant Agreement: Project 1 (with respect to the Project); Project 2, Task 5; and Project 8, Tasks 5.1, 5.2, 5.3, 5.4 and 5.5.
  - b) Accept and agree to comply with all terms, provisions, conditions, and written commitments of the Grant Agreement and this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for Water Quality, Supply and Infrastructure Improvement Act of 2014 financing.
  - c) Comply with all applicable California laws and regulations.
  - d) Implement the Project in accordance with applicable provisions of the law.
  - e) Fulfill its obligations under the Grant Agreement and this Agreement, and be responsible for the performance of the Project.
3. Local Project Sponsor shall perform the work and provide the documentation required of Grantee or Local Project Sponsor pertinent to the Project in a timely manner as set forth, without limitation, in the Grant Agreement. Notwithstanding the foregoing, any documents or information required to be submitted to the State or agents of the State shall be submitted to Grantee for submittal by Grantee to the appropriate party designated in the Grant Agreement.
4. Local Project Sponsor acknowledges that Section 5 of the Grant Agreement (Basic Conditions) establishes that the State shall have no obligation to disburse money for the Project under the Grant Agreement until Grantee, and as applicable the Local Project Sponsor, has satisfied all the applicable conditions specified in Section 5.
5. Subject to receipt of grant funds from the State as a result of a particular request for disbursement of grant funds by Local Project Sponsor and subject to the other terms and conditions set forth herein, Grantee shall remit to Local Project Sponsor such disbursement it receives from the State as a result of such request, up to a total amount not to exceed \$877,563 for Local Project Sponsor's completion of the Project consistent with the budgeted costs identified in the table below.

<b>Project Name</b>	<b>Project #</b>	<b>Task #</b>	<b>Budgeted</b>
Administration	1		\$20,700
Needs Assessment	2	5	\$67,738
Project Development Activities: Oceano Community Services District Water Resource Reliability Program Phase 2	8	5.1	\$177,750
Project Development Activities: City of Grover Beach Turnout Pump Station Design and Water Master Plan Update	8	5.2	\$177,750

Project Development Activities: City of San Luis Obispo Water Resource Recovery Facility Project Value Engineering at 60% Design	8	5.3	\$78,125
Project Development Activities: San Simeon Community Services District Reservoir Expansion Project and Water Master Plan Update	8	5.4	\$177,750
Project Development Activities: San Miguel Community Services District Wastewater Plan Update and Recharge Basin Study	8	5.5	\$177,750

6. In order to receive disbursement of grant funds, Local Project Sponsor shall submit to the Grantee quarterly invoices for eligible project costs as defined in Section 7 of the Grant Agreement (Eligible Project Cost) in a form required by Grantee. Supporting documentation as described in Section 8 of the Grant Agreement (Method of Payment) shall accompany each invoice. The documentation required by this paragraph shall be sent to:

Tim Carson, Program Director  
Regional Water Management Foundation (RWMF)  
c/o Community Foundation of Santa Cruz County  
7807 Soquel Drive  
Aptos, CA 95003

or such other address as Grantee may provide.

7. The Local Project Sponsor shall apply State funds only to Eligible Project Costs as defined in Section 7 of the Grant Agreement (Eligible Project Cost) and in accordance with applicable provisions of the law. Without limiting the foregoing, work performed on the Project after January 22, 2016 shall be eligible for reimbursement.
8. Notwithstanding any other provision of this Agreement, no disbursement shall be required to be made by Grantee at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the Federal Government, or any loss of tax-free status on state bonds, pursuant to any Federal statute or regulation.
9. Local Project Sponsor acknowledges the requirements and processes defined in Section 8 of the Grant Agreement (Method of Payment) pertaining to reimbursement requests for costs incurred for work performed. If the Local Project Sponsor requests advanced payment, the required information must be provided as set forth in Section 8, Subsection (b) of the Grant Agreement (Advanced Payment).
10. Local Project Sponsor acknowledges its responsibility to comply with the applicable provisions of Exhibit D to the Grant Agreement (Standard Conditions).
11. Local Project Sponsor shall not be entitled to, and Grantee shall have no obligation to make any, disbursement of grant funds as set forth herein if Grantee does not receive grant funds from the State in connection with Local Project Sponsor's request for disbursement. Further, if Grantee is required to refund any disbursement made to Local Project Sponsor to the State due to a violation of the Grant Agreement by Local Project Sponsor, Local Project Sponsor shall refund to Grantee such disbursement amount plus

any interest or penalties required to be paid by Grantee to the State, as well as for any expenses incurred by the Grantee (e.g., personnel time, postage) due in connection with the coordination of such refund.

12. Local Project Sponsor agrees to provide all required reports as specified in Section 16 of the Grant Agreement (Submission of Reports) and Exhibit F to the Grant Agreement (Report Formats and Requirements), according to a format and schedule as specified by the Grantee. This pertains to the quarterly Progress Report, quarterly Accountability Report (applicable to advance funds), Final Report, and Post-Performance Reports. The Local Project Sponsor agrees to prepare and submit Post-Performance Reports, if applicable to the Project. Post-Performance Reports shall be submitted to State within ninety (90) calendar days after the first operational year of the Project has elapsed. This record keeping and reporting process shall be repeated annually for a total of 10 years after the completed Project begins operation. The Local Project Sponsor shall provide annual written notification to the Grantee of the Post-Performance Report submittal.
13. Grantee is to provide administrative services for the benefit of Local Project Sponsor and other local project sponsors, in the administration of the Grant Agreement. Grantee is to receive compensation via grant reimbursement for these services as set forth in Exhibits A and B to the Grant Agreement (Work Plan and Budget). Local Project Sponsor shall be liable and agrees to reimburse Grantee for administrative costs incurred by Grantee that are not reimbursed under the Grant Agreement and that are attributable to the Project or Local Project Sponsor's actions.
14. Grantee agrees to provide grant administrative services for the term specified in Section 2 of Grant Agreement (Term of Grant Agreement) (i.e. until April 30, 2021) (referred to herein as "Initial Term"). In the event the Initial Term of the Grant Agreement is extended by the Grantee to accommodate the Local Project Sponsor, the Grantee shall be reimbursed for any additional administrative costs that are solely attributable to grant administration occurring beyond the end date of the Initial Term. Any such costs, beyond those reimbursable by the grant, shall be shared with the other remaining local project sponsors that have not completed their respective project-specific requirements and reporting by the end date of the Initial Term. In the event a specific local project sponsor has completed its project-specific requirements and completed its final reporting and invoicing prior to the end date of the Initial Term, that specific local project sponsor shall not be responsible for any administrative costs incurred as a result of extending the Grant Agreement beyond the end date of the Initial Term.
15. Local Project Sponsor acknowledges the provisions of Section D.35 to the Grant Agreement (Retention) and that disbursement of grant funds may be withheld by Grantee to satisfy the retention requirements set forth therein. Local Project Sponsor further acknowledges that notwithstanding any other provision of the Grant Agreement, State may, for each project, withhold five percent (5.0%) of the funds requested by Grantee for reimbursement of Eligible Project Costs. Each project in the Grant Agreement will be eligible to release its respective retention when that project is completed and Grantee has met requirements of Section 16 of the Grant Agreement (Submissions of Reports), except in the case of the last project to be completed under the Grant Agreement, in which case retention for such project will not be disbursed until the "Final Report" is submitted to and approved by State. State shall disburse retained funds to the Grantee.

16. Local Project Sponsor agrees to be bound, perform and abide by all of the provisions applicable to Grantee or applicable to local project sponsor in connection with the Project as set forth in the Grant Agreement as if Local Project Sponsor had signed the Grant Agreement in the place and stead of Grantee, and with respect to Local Project Sponsor, Grantee shall have all rights of the State conferred thereunder.
17. Local Project Sponsor acknowledges that Grantee is relying on Local Project Sponsor's performance hereunder in entering into the Grant Agreement and undertaking its obligations as set forth in the Grant Agreement. Accordingly, in the event Local Project Sponsor fails to perform any of its obligations hereunder, Local Project Sponsor agrees to indemnify, defend, and hold harmless Grantee and Grantee's officers, directors, agents, and employees (each, an "Indemnified Person") from and against any and all judgments, losses, claims, damages or liabilities, joint or several, to which any Indemnified Person may become subject which relate to or arise out of any such failure by Local Project Sponsor.
18. In the event Local Project Sponsor violates any provision of this Agreement that, in Grantee's judgment, could result in a violation of the Grant Agreement, Grantee may take any and all appropriate measures to attempt to prevent any such violation or to mitigate any damages Grantee would incur as a result thereof, including but not limited to performing any work required of Local Project Sponsor hereunder, and in such case, Local Project Sponsor shall be liable for any costs of Grantee incurred in connection with such measures.
19. To enable Grantee to confirm Local Project Sponsor's compliance with this Agreement, upon request by Grantee, Local Project Sponsor shall provide Grantee with: (i) any requested documentation; and (ii) access to any work sites or other areas associated with the Project for the purpose of making observations or conducting any necessary tests or studies.
20. Local Project Sponsor acknowledges that State reserves the right to conduct an audit during the term of the grant and for a period of three years after final payment with respect to all matters connected with the Grant Agreement as specified in Section D.7 to the Grant Agreement (Audits). All records of Grantee, Local Project Sponsor, or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after Project completion or final billing, whichever comes later. The Local Project Sponsor agrees to compensate the Grantee for any costs incurred in complying with this provision related to the Project.
21. The parties may, pursuant to mutual agreement, expand the scope of work to be performed by Local Project Sponsor hereunder, but in any event modifications to the terms of this Agreement shall be valid only if made in writing and executed by Grantee and Local Project Sponsor.
22. Local Project Sponsor shall not assign, delegate or otherwise transfer any of its duties, obligations, rights or interest under this Agreement without prior written consent of Grantee, which consent may be given or withheld by Grantee in its reasonable discretion. Any attempted assignment or transfer without such consent shall be void.
23. Subject to the provisions of the paragraph immediately below, all terms and conditions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by,

Grantee and Local Project Sponsor and their respective legal representatives, successors and permitted assigns.

24. A waiver of any provision of this Agreement in any given instance shall not constitute a waiver of (i) such provision in future instances or (ii) any other provision of this Agreement.
25. This Agreement, together with the Grant Agreement, constitutes the entire understanding of Grantee and Local Project Sponsor concerning the subject matter hereof and supersedes all prior and contemporaneous agreements, correspondence, representations or understandings between Grantee and Local Project Sponsor relating to the subject matter hereof, whether written or oral.
26. This Agreement may be executed in counterparts, each of which when taken together shall constitute the entire Agreement.
27. This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event any dispute arises between the parties to this Agreement concerning the matters contained in this Agreement, the parties agree to pursue mediation as a means to settle the dispute.
28. **INSURANCE:** Throughout the duration of this Agreement, the Local Project Sponsor will maintain insurance in conformance with the requirements set forth below. The Local Project Sponsor will insure the Grantee against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Local Project Sponsor, its agents, representatives, employees or subcontractors.

#### CERTIFICATE REQUIREMENTS

The Grantee will be issued a Certificate of Insurance with the following minimum requirements:

- Certificate(s) will show current policy number(s) and effective dates,
- Coverage and policy limits will meet, or exceed, requirements below,
- The Certificate Holder will be Regional Water Management Foundation, 7807 Soquel Drive, Aptos, CA 95003,
- Certificate will be signed by an authorized representative,
- An endorsement will be provided to show the Regional Water Management Foundation, its officers, officials and employees as additional insured.

#### Minimum Scope and Limits of Insurance

The Local Project Sponsor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. The Grantee will be entitled to coverage for the highest limits maintained by the Local Project Sponsor. Coverage will be at least as broad as:

- **PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS):** \$1,000,000 PER OCCURRENCE OR CLAIM, \$2,000,000 AGGREGATE. The Local Project Sponsor will maintain insurance with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Insurance must be maintained and evidence of insurance must be provided for at least one year after date of completion of the Project. The Local Project Sponsor agrees to purchase an extended period coverage for a minimum of one year after completion of the Project.

- COMMERCIAL GENERAL LIABILITY (CGL): \$1,000,000 (Including products and completed operations) Proof of coverage for \$1 Million per occurrence for bodily injury, personal injury and property damage will be provided on Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL. If a general aggregate limit applies, either the general aggregate limit will apply separately to this project/location or the general aggregate limit will be twice the required occurrence limit.
- AUTOMOBILE LIABILITY: \$1,000,000  
Proof of coverage for \$1 Million will be provided on ISO Form Number CA 00 01 covering any auto (Code 1), or if Local Project Sponsor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), per accident for bodily injury and property damage.
- WORKERS' COMPENSATION AS REQUIRED BY THE STATE OF CALIFORNIA, WITH STATUTORY LIMITS, AND EMPLOYER'S LIABILITY INSURANCE: \$1,000,000 per accident for bodily injury or disease. Must include a waiver of subrogation.

#### Other Insurance Provisions

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

- ADDITIONAL INSURED STATUS  
The Grantee, its officers, officials and employees are to be covered as insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Local Project Sponsor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage will be provided in the form of an endorsement to the Local Project Sponsor's insurance at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of both CG 20 10 and CG 20 37 (if a later edition is used).
- PRIMARY COVERAGE  
For any claims related to this Agreement, the Local Project Sponsor's insurance coverage will be primary insurance as respects the Grantee, its officers, officials, and employees. Any insurance or self-insurance maintained by the Grantee, its officers, officials, or employees will be excess of the Local Project Sponsor's insurance and will not contribute with it.
- NOTICE OF CANCELLATION  
Each insurance policy required above will provide that the Grantee will be notified of any coverage canceled with 30 days' prior written notice (10 days for non-payment).
- WAIVER OF SUBROGATION  
Local Project Sponsor hereby grants to the Grantee a waiver of any right to subrogation which any insurer of said Local Project Sponsor may acquire against the Grantee by virtue of the payment of any loss under such insurance. Local Project Sponsor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Grantee has received a waiver of subrogation endorsement from the insurer.

The Worker's Compensation policy will be endorsed with a waiver of subrogation in favor of the Grantee for all work performed by the Local Project Sponsor, its employees, agents and subcontractors.

- DEDUCTIBLES AND SELF-INSURED RETENTIONS  
Any deductibles or self-insured retentions must be declared to and approved by the Grantee. The Grantee may at its option allow the Local Project Sponsor to purchase coverage with a lower deductible or retention, or require the Local Project Sponsor to provide a financial guarantee satisfactory to the Grantee guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- ACCEPTABILITY OF INSURERS  
Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-(A-minus):VII, unless otherwise acceptable to the Grantee.
- VERIFICATION OF COVERAGE  
Local Project Sponsor will furnish the Grantee with original certificates and amendatory 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 Grantee ten days after the execution of this Agreement. However, failure to obtain the required documents prior to the work beginning will not waive the Local Project Sponsor's obligation to provide them. The Grantee reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

29. Whenever it is provided in this Agreement that Grantee or Local Project Sponsor shall give notice to the other, said notice shall be given by delivering a copy of said notice to the other party personally, or by mailing first class mail, postage prepaid, through the U.S. Postal Service, or by a nationally-recognized overnight courier, a copy of said notice at the following addresses:

A. Address for Local Project Sponsor:

San Luis Obispo County Flood Control and Water Conservation District  
County Government Center, Room 206  
San Luis Obispo, CA 93408

B. Address for Grantee:

Regional Water Management Foundation  
c/o Community Foundation of Santa Cruz County  
7807 Soquel Drive  
Aptos, CA 95003

IN WITNESS WHEREOF, Grantee and Local Project Sponsor have executed this Agreement on the dates set forth below by their duly authorized representatives, having full authority to so act for and on behalf of the parties hereto.

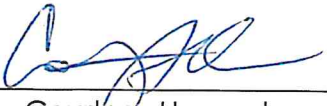
**Regional Water Management Foundation (Grantee)**

By: 

Date: 7/18/18


Tim Carson  
Program Director

**San Luis Obispo County Flood Control and Water Conservation District (Local Project Sponsor)**

By:   
\_\_\_\_\_  
Courtney Howard  
Water Resources Division Manager

Date: 7/9/18

**APPROVED AS TO FORM  
AND LEGAL EFFECT  
Rita L. Neal, County Counsel**

By:   
\_\_\_\_\_  
Deputy County Counsel      6-29-18  
Date





# Oceano Community Services District

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

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

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**Date:** February 27, 2019

**To:** Board of Directors

**From:** Paavo Ogren, General Manager

**Subject:** **Agenda Item # 9(B): Consideration of recommendations to authorize the General Manager to solicit bids to replace the watermain on Norswing and Pershing in accordance with District Ordinance 2016-01 contract documents, and the attached encroachment permit issued by the County of San Luis Obispo, and to file a Notice of Exemption pursuant to the California Environmental Quality Act with the San Luis Obispo County Recorder**

## Recommendation

It is recommended that your Board:

1. Authorize the General Manager to solicit bids to replace the watermain on Norswing and Pershing in accordance with District Ordinance 2016-01, contract documents, and the attached encroachment permit issued by the County of San Luis Obispo.
2. Authorize the General Manager to file a Notice of Exemption pursuant to the California Environmental Quality Act with the San Luis Obispo County Recorder.

## Discussion

The watermain on Norswing and Pershing has continued to leak and is an aged galvanized pipe that is undersized. The watermain is located under roads where the County is intending to place an asphalt overlay in the future. Cannon Associates performed the designs for this watermain and another high priority project on Highway One. The encroachment permit from the County is attached and the District is ready to go out to bid for the project.

On November 9, 2016 your Board approved ordinance 2106-01 and in doing so elected under the Public Contract Code Section 22000 et seq. to become subject to the uniform public construction cost accounting procedures as set forth in the Uniform Public Construction Cost Accounting Act. On October 10, 2018, your Board approved Resolution 2018-12 and thereby adopted the District's Standard Construction Documents for those projects informally bid pursuant to the California Uniform



Public Constructions Cost Accounting Act. The informal bids limits have increased to \$200,000 in 2019 and the project is anticipated to cost well under this limit.

## **Other Agency Involvement**

The County of San Luis Obispo has issued the encroachment permit for the project.

## **Financial Considerations**

A budget adjustment will be brought to your Board once the bids have been received.

## **Results**

Replacement of the waterline will promote a safe community by reducing system leaks and provide improved water delivery to customers.

Attachments:

- Encroachment Permit from County



County of San Luis Obispo
DEPARTMENT OF PUBLIC WORKS

Colt Esenwein, Director
County Government Center, Room 207 - San Luis Obispo CA 93408
Phone: (805) 781-5252 Fax: (805) 781-1229 Email: PW.Permits@co.slo.ca.us

STATUS: ISSUED

UTILITY ENCROACHMENT PERMIT

PERMIT NO: ENC20190249 ISSUED: 2/21/2019

ROAD NO: Norswing Dr - M1101

TO: Oceano Community Services District
C/O Paavo Ogren
1655 Front St
Oceano, CA 93445

BLD PERMIT: n/a
ROAD CUT (TRANSVERSE): \$0.00
ROAD CUT (LONGITUDINAL): \$0.00
RECEIPT:
TOTAL FEES: \$342.00

INSPECTOR: Mike Tabares 235-3538

DEPOSIT: \$0.00
BOND: \$1,500.00

CONTACT PERSON: Mike Kielborn 805-544-7407

SECTION: 3
WORK ORDER NUMBER: 245R12C104UT
Utility Encroachment Inspections

SUBJECT TO THAT THE ATTACHED PROVISIONS, PERMISSION IS HEREBY GRANTED TO:

WORK LOCATION AND DESCRIPTION:

Community: Oceano
Address: Norswing Drive / Pier Ave / Truman Dr / Pershing Dr
APN:

- 1. Oceano Community Services District to install new 8" water main, valves, fire hydrants and service laterals along Norswing Drive, Pershing Drive, Truman Drive and Pier Avenue in accordance to County W-1, W-1a, W-2, W-3, W-4 & W-8 Standards or appropriate OCSD Standards.
2. OCSD, to install new utilities in accordance to County U-1, U-2, U-3b & U-4 Standards.
3. Backfill trench with slurry and pavement repair in accordance to County R-1, R-3 & R-3a Standards.
4. Traffic control in accordance with permit conditions.

AT:
LEGAL DESC:
APN:

STANDARD CONDITIONS AND PROVISIONS

Building Permit No.: n/a
Work Order No.: 245R12C104UT

PERMITTEE IS RESPONSIBLE FOR READING AND ADHERING TO ALL CONDITIONS AND PROVISIONS OF THIS ENCROACHMENT PERMIT. PERMIT HOLDER SHALL CONTACT THE ENCROACHMENT PERMIT INSPECTOR AT (805) 235-3538 AT LEAST TWENTY-FOUR (24) HOURS PRIOR TO COMMENCING WORK, PRIOR TO MILESTONE OBSERVATIONS, AND UPON COMPLETION OF THE WORK FOR A FINAL INSPECTION.

Applicable only for the following county roads:

NORSWING DRIVE #1101 65PCI  
PERSHING DRIVE #1102 35PCI  
PIER AVENUE #1095 73PCI 3526 ADT  
TRUMAN DRIVE #1103 45PCI

Pavement Restoration Requirements for ADT<500:

PCI 85-100 T-Section + Full Lane Overlay  
PCI <85 T-Section

Pavement Restoration Requirements for ADT>500:

PCI 85-100 T-Section + Full Lane Overlay  
PCI 65-84 T-Section + Half Lane Overlay  
PCI <65 T-Section

This encroachment permit may reference plans, exhibits and/or sketches submitted by the permittee during the application process, referenced hereafter as the permit plans. These encroachment permit requirements and provisions supersede all conflicts that may arise from the permit plans.

PERMITTED SHOULDER, LANE, AND ROAD CLOSURES:

Shoulder closures are permitted on:

- NORSWING DRIVE
- PERSHING DRIVE
- PIER AVENUE
- TRUMAN DRIVE

• NO LANE CLOSURES PERMITTED

• NO ROAD CLOSURES PERMITTED

PERMITTED HOURS OF CONSTRUCTION:

• In accordance with County Code 22.10.120 (Noise Standards), Section A.4, noise sources associated with construction must not occur weekdays before 7:00 am or after 9:00 pm; and weekends before 8:00 am or after 5:00 pm.

PERMIT NOT VALID WITHOUT THE FOLLOWING:

• The contractor must be in possession of a valid State of California Contractor's License with the appropriate classification/s for the work being performed, San Luis Obispo County Business License, and Certificate of Insurance with General Liability coverage. Documentation must be provided to the County upon demand.

• Permittee must schedule a preconstruction meeting prior to commencing work. Invitees must include representatives of the owner, the contractor, affected utility companies and community services districts, and the County Public Works Inspector. Evidence of coordination must be provided to the County upon demand.

• The USA ticket number is written below (Permittee is responsible for marking the area of work with white paint prior to calling USA for underground facility location):

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• Prior to commencing any work the Permittee must acquire permission from the respective utility owner prior to impacting their facilities and appurtenances. Evidence of permission must be provided to the County upon demand.

• The Permittee must coordinate work with the fronting property owner/s. Evidence of coordination must be provided to the County upon demand.

• The Permittee must secure all Environmental Permit Clearance. Copies of permits or evidence that

permits are not required must be provided to the County upon demand.

#### UTILITIES:

Permit not Valid without USA Membership - Every operator of a subsurface installation, except the Department of Transportation, shall become a member of, participate in, and share in the costs of, a regional notification center, (USA). Ca. Govt. Code Sections 4216-4216.9

a. "Operator" means any person, corporation, partnership, business trust, public agency, or other entity which owns, operates, or maintains a subsurface installation. For purposes of Section 4216.1 an "operator" does not include an owner of real property where subsurface facilities are exclusively located if they are used exclusively to furnish services on that property and the subsurface facilities are under the operation and control of that owner.

b. "Subsurface installation" means any underground pipeline, conduit, duct, wire, or other structure, except nonpressurized sewer lines, nonpressurized storm drains, or other nonpressurized drain lines.

- The utility owner shall maintain ownership of all abandoned facilities and shall continue to mark these facilities for USA requests. When abandoned facilities conflict with future County utility or road projects, the utility owner shall assist the County in locating the abandoned utility in the right-of-way, and if necessary, remove those portions of abandoned facilities that would be in conflict with the proposed improvements

- All utilities and appurtenances work must be located and constructed in accordance with County U Series Drawings. Location per the appropriate U-1 and U-2, separation per U-3, and trenching (if permitted) per U-4 series drawings.

- All pavement repair work must be performed accordance with the PAVEMENT RESTORATION requirements specified herein this permit and the R-series drawings.

- All unyielding above grade utilities and appurtenances must be set back from the nearest edge of travel lane to provide a minimum 10-foot clear zone, or in accordance with the clearance requirements of Section 4.1.9A of the County Public Improvement Standards. The use of appurtenances such as bollards, walls, or similar utility protection devices is not permitted.

- The maximum length of the active work zone (defined as the partially open, open, or partially restored trench) must not exceed six hundred (600) feet.

- Use of shoulder area for construction staging requires pre-approval by the County's encroachment permit inspector.

- Minimum crossing clearance between new utilities and a county drainage culvert shall be 24-inches measured from the outside edges.

- Any excavation greater than five (5) feet deep must be properly sloped or shored in conformance with the requirements of the State of California Division of Industrial Safety.

PERMIT HOLDER SHALL CONTACT THE ENCROACHMENT PERMIT INSPECTOR AT LEAST TWENTY-FOUR HOURS PRIOR TO COMMENCING WORK AND AFTER COMPLETION OF WORK FOR A FINAL INSPECTION.

1. All work will be conducted in accordance with the County Standards and Specifications, Encroachment Permit Conditions, California Manual of Uniform Traffic Control Devices, State Standards and Specifications, State Streets and Highways Code, State Vehicle Code, and the attached Provisions. All work within the right of way of a county maintained road shall be performed by an appropriately licensed and bonded contractor, and shall provide traffic control per the latest California Manual of Uniform Traffic Control Devices.

All encroachments shall be installed and maintained per San Luis County Department of Public Works Public Improvement Standards, including but not limited to, Horizontal Clear Zone Standards, Vertical Clear Zone Standards, and Sight Distance Standards. Please visit the county website to view Public Improvement Standards:

<http://www.slocounty.ca.gov/Departments/Public-Works/Forms-Documents/Development-Services/Public-Im>

2. County Code 13.08.130 - Permittee's liability - Each applicant is solely responsible for any damage or liability occurring by reason of anything done, or omitted to be done, by applicant or its or his agents, employees, or independent contractors directly responsible to applicant, or in connection with any work or authority delegated under any permit issued as result of an application; and each applicant shall, to the extent permitted by law, indemnify and save harmless the county, its officers, agents, employees or servants from any and all loss or liability resulting from any claims made by reason of, or in connection with, any work done under the authority of, or as a result of, any permit issued hereunder.
3. Vehicle Obstruction of the Travel Way – An unobstructed width of the highway opposite a standing vehicle shall be left for the free passage of other vehicles (Vehicle Code, Division 11, Chapter 9 [22500 – 22526]). Two 10-foot travel lanes shall be provided at all times, except for when the temporary traffic control plan is being implemented in accordance with this permit. This permit may be revoked by the Department in the event that the applicant or his assigns encroach upon the free passage of other vehicles.
4. Permittee shall be aware that utility and/or structural encroachments placed within the right-of-way are the permittee's responsibility to properly maintain in perpetuity and that said encroachment may require removal or alteration due to the maintenance/construction requirements of public utilities, County Public Works Department or other public agency.
5. This encroachment within the road right of way is permitted with the understanding that all encroachments placed within the right-of-way is “at risk” from future county road maintenance or utility projects and shall be the sole responsibility of the permittee. By accepting this permit, the permittee acknowledges that, pursuant to Section 1463 of the California Streets and Highways Code, the permit is revocable upon five (5) days’ notice from the Public Works Department. Upon such notice the encroachment must be removed or replaced as specified by the Public Works Department at the owner's sole expense.
6. If at any time the encroachment poses a hazard or nuisance within the right-of-way the County may immediately remove or by notice may require the removal of such encroachment (1480 of the Street and Highways Code).
7. If required, a cash deposit has been posted by the permittee. It is agreed that funds will be drawn from the deposit to pay the actual costs of any action taken by the County to correct any unsafe condition that may arise during the course of the above permitted activity.
8. The permittee agrees to pay penalties for violation to the conditions of this permit. The conditions in violation shall be considered as “illegal encroachments” imposed by the permittee in the right of way and subject to penalties of \$350 per day under Streets and Highways Code 1483. The penalties shall accrue daily for each and every violation of the conditions of the permit. These violations of conditions may include, but not be limited to: Initiating Lane Closure Work Hours prior to the hours listed in the permit; Exceeding Lane Closure Work Hours beyond the hours listed in the permit; Having trench excavation plates which are not recessed or flushing to the travel surface (for each plate); Having trench plates which do not have a uniform and complete skid resistant surface (for each plate); Failure to restore the bike lanes to operation per the Lane Closure Work restrictions listed in the permit; Failure to provide an adequate hot mix asphalt (HMA) surface once trench plates are no longer utilized (cold mix not an adequate treatment); Failure to adhere to the approved traffic control plan for the work; Failure to place temporary pavement stripe markers (flopies); Parking equipment within ten (10) feet of the travel-way during non-work hours; Storing materials within ten (10) feet of the travel way during non-work hours; Failure to sweep debris from the travel lanes and improved shoulders, within the work zone, at the end of each work day; and closing or blocking a bus stop without advanced notification and clearance from the transit authority. Full payment of any outstanding penalties must be received prior to issuance of any subsequent encroachment permits to permittee or contractor.

**SURVEY MONUMENT PRESERVATION:**

1. In accordance with the Streets & Highways Code 1492.5 and the State of California Business and Professions Code 8771, prior to commencing work the permittee shall, under the direction of a licensed land surveyor or registered civil engineer, locate all survey monuments within the work zone and file a corner record or record of survey of the references with the county surveyor if the monument could be destroyed, damaged, covered, or otherwise obliterated. Prior to completion of the permitted work all damaged monuments shall be reset in the surface of the new construction, a suitable monument box placed thereon, or permanent witness monuments set to perpetuate their location; and a new corner record or record of survey of the references shall be filed with the county surveyor. It shall be the responsibility of the permittee to provide for the monumentation required by this section.

#### BORE UTILITIES UNDER PAVED ROADWAYS IS REQUIRED:

1. Unless otherwise permitted herein, no cutting of or trenching within the paved roadway surface is allowed under this permit, all non-gravity utilities shall be bored in accordance with the following:

- a. If trenching or cutting of pavement becomes required to conduct this work, notify the encroachment inspector to allow for an amendment to the permit.
- b. Coring in the paved surface to locate existing utilities in advance of boring operations shall be done by vacuum truck with an eight (8) inch diameter maximum hole. Core holes shall be backfilled with vibrated 2 sack concrete slurry, and paved in kind to match existing asphalt thickness.
- c. Bore pits shall be located at least 10-feet clear from the nearest edge of pavement, and at least 5-feet outside the toe of slope in embankment areas. Bore pits must be adequately shored and fenced.
- d. The alignment of the boring and subsequent utility must be either parallel or perpendicular to the roadway.
- e. The excavation for the boring operation shall be kept to a minimum, but shall be of sufficient dimensions to satisfactorily complete the work. The conductor pipe shall be placed behind and in conjunction with the boring operation. The bored hole shall not be more than two inches in diameter larger than the conductor pipe. Guide rails shall be accurately set to line and grade so as to achieve close adherence to the crown of pipe at a minimum depth of 30". Approved material shall be pumped into completely fill annular space around conduit for its full length.
- f. Boring entrance and exit pits requiring access through portland cement roadway sections shall be backfilled with 3 sack slurry, and paved in kind to match existing asphalt thickness.
- g. Boring operations shall comply with the latest version of State of California DOT TR-0163 (Underground Utility Provisions), hereby known as the "Provisions", unless specifically approved otherwise by the Department. A Class C-34 (Pipeline) Contractor license is required either bore and jack or Horizontal Directional Drilling (HDD) encasement installation operations within the County right-of-way.
- h. HDPE is acceptable as casing material with HDD. The casing shall be plugged, but not grouted. When required by the Department, voids shall be grouted from within, in accordance with the Provisions. Wing type cutters shall not be used unless specifically approved by the Department. Casings shall typically be extended to the right-of-way line.

#### PAVEMENT RESTORATION:

1. Trench restoration shall be completed in accordance with County R-1, R-3 and/or R-3a standard drawings.
2. Pavement restoration shall be completed in accordance with County R-1, R-2, R-2a and/or R-4 standard drawings.
3. For trenching in roads that have an existing concrete structural section the pavement repair shall be "in-kind". Number 4 (1/2") dowels, 18-inch long shall be placed every 5-feet on-center, equally staggered along both sides of the trench, and embedded a minimum of 6-inches into the midpoint of the existing concrete section. The new concrete section shall be 520-lbs/cy (5.5-sack min.) and match the thickness of the existing section. After curing, the final Hot Mix Asphalt T-section shall be placed in accordance with County R-series standards.
4. Whenever 60% of the traveled way is damaged by construction activities, the entire width of the travel lane or bike lane shall be repaved per County Standard R-1. Paving shall be in accordance with State

Standards Section 39.

5. Compaction tests shall be made on sub-grade material and material as specified by the permit inspector. Said tests shall be made prior to the placing of the next material. Subgrade material shall be compacted to a relative compaction of 95% in the zone between finished subgrade elevation and a minimum of 30" below. All material in fill sections below the zone mentioned above shall be compacted to 95% relative compaction.
6. Hot Mix Asphalt (HMA) shall conform to requirements for Type A asphalt as specified in Section 39 of the State Standards for one-half (½)inch mix. Asphalt binder shall conform to PG 64-13.
7. Hot Mix Asphalt (HMA) shall be placed in lifts not exceeding three (3) inches in a single lift and shall cool to 150-degrees prior to laying subsequent lift(s).
8. Removal of existing pavement striping or markings shall be by sandblasting, hydro blasting, or grinding. When the change of position will be greater than two (2) feet, the removed striping shall be further obscured by use of a Chip Seal, as required by Section 9.1.2 D of the Public Improvement Standards. The Chip Seal shall extend the full width of the roadway
9. Pavement marking and delineation shall be two-component traffic paint with retro-reflective glass beads. The material shall be listed on the Caltrans Authorized Product List for traffic paint and shall conform to the layouts shown in the State Standard Plans. Thermoplastic may be used with prior approval by the inspector.
10. Temporary floppy markers (floppies) shall be applied the day of paving to delineate pavement stripes and shall be maintained until final striping has been completed.
11. All joints shall have a 4" fog spray of SS1H oil. Contractor shall follow up with striping as soon as practical or as directed by the inspector.

TRAFFIC CONTROL:

1. The contractor shall be responsible for providing traffic control throughout all phases of work in accordance with Part 6 of the California Manual on Uniform Traffic Control Devices (CA MUTCD). Contact the Public Works Inspector for additional information.
2. No work shall commence without the Construction Signs installed and other necessary traffic control devices on site. Stationary mounted construction area signs shall be fluorescent orange, using materials from the Caltrans "Prequalified Products List" for signing and Delineation Materials. The list is available at the website of the Caltrans Office Engineer: [www.dot.ca.gov/hq/esc/approved\\_products\\_list/](http://www.dot.ca.gov/hq/esc/approved_products_list/)
3. At a minimum, CA MUTCD W20-1 (CA Code C23), "ROAD WORK AHEAD", signs shall be placed and maintained at all times in both directions on all affected streets, from the start of construction until acceptance by the County Public Works Department.
4. Where bike lanes are impacted, traffic control shall also include a W20-5 (BIKE LANE CLOSED) and a W11-1 & W16-1 combination (SHARE THE ROAD) signs in the affected direction.
5. Where sidewalks are impacted, traffic control shall also include signage per TA-28 Sidewalk Detour of Diversion.
6. Where parking is impacted, parking pre-notification R30B or similar no parking signs shall be placed a minimum of seventy-two (72) hours in advance of starting construction.
7. Where County traffic signals maybe impacted, the contractor shall coordinate work zone traffic control with County Transportation (805-781-5252) at least 48-hours prior to performing any shoulder, lane or road closure.



8. All flaggers shall be trained in accordance with the California Code of Regulations, Title 8, Section 1599(f), and use Personal Protective Equipment (PPE) consistent with section 6E.02 of CA MUTCD. Part 6 of the CA MUTCD is available on line at <http://www.dot.ca.gov>

9. Shoulder Closures (If Permitted Herein) - Traffic control shall be placed according to Chapter 6 of the CA MUTCD (typical applications are TA-3 or TA-5 for multiple day; and TA-4 or TA-6 for single day closures). Twenty (20) feet or more of roadway must be maintained for two way traffic.

10. Lane Closures (If Permitted Herein) - Traffic control shall be placed according to Chapter 6 of the CA MUTCD (typical applications are TA-10 (CT-T13) or TA-10A; TA-11 for lane closure on roads with traffic volumes 500 ADT or less, and 25 mph speeds or less). Typical applications for multi-lane highways are RSPT-11 for one lane or RSPT-12 for both lanes. Concurrent lane closure on the same road IS NOT permitted. Traffic cycles through the work zone must not exceed 20-minute delay to the public. One lane must remain traversable at all times to cycle traffic through the work zone as expedient as possible. Unless otherwise noted, the open (traversable) lane must maintain a minimum of 10 feet in width as measured to the near face of the channelizing devices. Where the opposite shoulder is suitable for carrying vehicular traffic and of adequate width, lanes may be shifted by use of closely-spaced channelizing devices, provided that the minimum lane width of 10 feet is maintained.

11. Road Closures (If Permitted Herein) - Traffic control shall be placed according to Chapter 6 of the CA MUTCD (typical applications are TA-9, TA-19, and TA-20 for detour routes). Other requirements include a minimum of 72-hour advanced notification to all impacted property owners and the following agencies: California Highway Patrol, County Sheriff, County Cal Fire, County Public Works, and San Luis Ambulance; and a minimum of 72 hour advance notice and continuous operation using Changeable Message Signs.

12. No construction related signs, delineators, or other obstacles that prevent use shall be placed on a paved shoulder in advance of the work zone. Unobstructed paved shoulder access for pedestrians and bicyclists shall be maintained through the work zone to the greatest extent possible.

13. The contractor shall be responsible for providing and/or maintaining all weather access at all times to existing properties located in the vicinity of work. Additionally, they shall be responsible for maintaining all existing services, including utility, garbage collection, mail distribution, etc., to all existing properties located in the work zone.

14. Delineators shall be equipped with nighttime reflective bands and spaced no greater than 50-foot intervals along tapers, lane control, and/or edge of work zone.

#### PEDESTRIAN PROTECTION:

1. The permittee shall be responsible for constructing and maintaining pedestrian protection devices at all times and in accordance with the California Manual of Uniform Traffic Control Devices (CA-MUTCD), and the California Building Code (CBC). If permitted herein, sidewalk closures must conform to Part 6 of the CA-MUTCD, including TA-28 and TA-29; and pedestrian protection through a construction zone must conform to CBC §3306, including barricades, railings, covered walkways.

#### END OF EACH WORKING DAY:

1. At the conclusion of each work day, all traveled-way surfaces and shoulders shall be restored to an all-weather, traversable condition. There shall not be a drop-off of traveled way greater than 0.15 feet. "Low Shoulder" signs shall be placed along the traveled way where there is any drop-off. Such temporary patching or other field approved surfacing shall be kept in a smooth, firm, dust-free condition for the safe use of the public for no more than 30 days or the final surface patch is required. Cold mix asphalt may be used as a temporary patch material.

2. Steel plates must be friction coated for traction. Plates located in a bike lane or on a paved shoulder subject to bike traffic must have a skid resistant surface which is not raised or otherwise abrupt to a cyclist. On roads with prevailing speeds of 40 mph or greater the plates must be recessed flush with the adjacent pavement by cold planing to a depth equal to the thickness of the plate, and to a width and length equal to

the dimensions of the plate. On roads with prevailing speeds less than 40 mph the steel plates shall be attached to the roadway by a minimum of 2 dowels pre-drilled into each of the 4 corners of the plate and drilled 2" into the pavement. Fine graded asphalt concrete shall be compacted to form ramps, maximum slope 8.5% with a minimum 12" taper to cover all edges of the steel plates. When steel plates are removed, the dowel holes in the pavement shall be backfilled with graded fines of asphalt concrete mix. (All steel plate bridging shall conform to Caltrans TR-0157)

3. All paved road surfaces (lanes, shoulders, sidewalks, ramps, etc.) must be swept clean and the site left in a clean and orderly condition with erosion control measures in-place.

#### ENVIRONMENTAL:

1. In the event archeological resources are unearthed or discovered during construction activities associated with this permit all work must immediately cease and the permit inspector notified. Work may only resume after a mitigation plan to avoid the resources to the maximum degree feasible has been approved by the County.

2. All mitigation required by project environmental permits will be the responsibility of the permittee. Applicable permits may include local agency, U.S. Army Corps of Engineers, the California Regional Water Quality Control Board/State Water Resources Control Board, and/or the California Department of Fish & Game. The permittee must submit copies of each environmental permit to the County Department of Public Works prior to release of improvement security.

#### EROSION CONTROL:

1. Erosion control measures for wind, water, material stockpiles, and tracking shall be implemented at all times by the contractor and shall include source control, including protection of stockpiles, protection of slopes, protection of all disturbed areas, protection of accesses, and perimeter containment measures. Erosion control shall be placed prior to the commencement of work based upon location, site characteristics or time of year. The intent of erosion control measures shall be to keep all generated sediments from entering a swale, drainage way, watercourse, atmosphere, or migrate onto adjacent properties or onto the public right-of-way.

2. The contractor shall be responsible for the placement and maintenance of all storm water control measures/devices and shall be available, installed, and/or applied between October 15 and April 15 or anytime the rain probability exceeds 30% per the satisfaction of the permit inspector and the County Public Improvement Standards.

3. In the event of a failure, the contractor shall be responsible for cleanup and all associated costs or damage. In the event that damage occurs within the right-of-way and the County is required to perform cleanup, the permittee shall be responsible for reimbursing the County all associated costs.

#### USE OF ROAD SHOULDER (IF SPECIFICALLY PERMITTED):

1. Use of a county shoulder for construction staging and material storage must have prior approval from County Public Works.

2. Unless permitted otherwise, no construction equipment or materials shall be parked or stored within ten (10) feet of the edge of traveled way or conflict with access to properties, utilities, etc.

3. The shoulder area shall be signed as closed and portable delineators used to mark a taper in advance of the material or equipment. All delineators shall be equipped with nighttime reflective bands and spaced no greater than 25-foot intervals along the edge of work zone.

4. Safe public (pedestrian) access to the road shoulder between the edge of pavement and stockpile must be provided at all times.

5. No vehicle maintenance shall be allowed at any time.

6. Upon completion of work the shoulder must be returned to a condition equal to or better than

pre-disturbed conditions, and to the satisfaction of the county encroachment permit inspector.

7. Requirements for storage of erosive materials including road base and native soil (must be specifically permitted):

a. An erosion control plan (or SWPPP if required) must be prepared and implemented by the permittee.

b. Stockpiles shall be located a minimum of 10-feet away from the nearest edge of traveled way of the adjacent public road(s); 50-feet away from water bodies such as creeks, rivers and drainage courses; shall not be located in environmentally sensitive areas; shall not be located on slopes greater than 20%; and shall not remain longer than 6-months without prior written approval from the Department.

c. All stockpiles should be shaped, not left in an "end dump condition"; should have a slope of 3:1 or flatter with the top surface sloped downhill at minimum of 0.5% and a maximum of 5%; should not exceed 20 feet in height; and no one stockpile should exceed 5,000 cubic yards. Adjacent stockpiles should not be located closer than 50-feet to each other.

d. All stockpiles regardless of time of year shall have silt fence installed immediately around the perimeter at the toe of slope. This silt fence shall be maintained until stockpile is removed.

e. Between April 15th and October 15th stockpiles remaining inactive for longer than one (1) week shall be covered with plastic or otherwise protected to control dust.

f. Between October 15th and April 15th (rainy season) stockpiles shall be stripped of plastic coverings and appropriate Best Management Practices that reduce erosion potential and stabilize the slopes (i.e. hydro-seeding, straw, straw wattles etc.) shall be implemented.

g. Once a stockpile is removed the area below shall be returned to the original contours or final project finished grades with established vegetation.

## ENCROACHMENT PERMIT PROVISIONS

### GENERAL

1. Authority – This permit is issued pursuant to Chapter 13.08 of the San Luis Obispo County Code and Chapter 5.5 (commencing with Section 1450) of the Division 2 of the California Streets and Highways Code, the provisions of which are incorporated herein by reference as though fully set forth herein. Special event permits with are issued pursuant to Chapter 15.610 of the San Luis Obispo County Code and Chapter 2 (commencing with Section 942) of the Division 2 of the California Streets and Highways Code, the provisions of which are incorporated herein by reference as though fully set forth herein. Issuance or denial of permit may be appealed to the Board of Supervisors. All board decisions are final and conclusive.

2. Definitions – The word "County" as used herein means the County of San Luis Obispo acting by and through its Director of Public Works or his duly authorized representative. The word "work" as used herein means allowed activities in the County of San Luis Obispo right-of-way as specified in the encroachment permit.

3. No Precedent Established – This permit is granted with the understanding that this action is not to be considered to establish a precedent concerning any kind of encroachment within the county right-of-way.

4. Permits from Others – When the law requires the consent to any work hereunder from any other public board or person having jurisdiction, this permit shall be suspended unless and until such consent is obtained.

5. Permission from Property Owners – Whenever it is necessary to secure permission from abutting property owners, such authority must be secured by the permittee prior to the starting of work.

6. Responsible Party – No party other than the named permittee or their agent is authorized to work under any permit.

7. Notice Prior to Starting Work – Before starting work under the encroachment permit, the permittee shall notify the County 24-hours prior to initial start of work.

8. Indemnity – The permittee shall defend, indemnify and save harmless the County of San Luis Obispo, its officers, agents and employees from any and all claims, demands, damages, costs, expenses, or liability that relate in any way to this permit, including, but not limited to, any act or omission on the part of the permittee, or of agents, employees, or independent contractors directly responsible to the permittee; including, but not limited to, any defects, flaws or errors in the design or performance of any work under this permit, providing further that the foregoing shall apply to any acts, or omissions to act, committed jointly or concurrently by the permittee, the permittee’s agents, employees or independent contractors, and the County, its agents, employees or independent contractors. Nothing contained in the foregoing indemnity provisions shall be construed to require the permittee to indemnify the County against any responsibility or liability in contravention of Section 2782 of the Civil Code.
9. Other Work – This permit is to be strictly construed, and no work other than that specifically mentioned is authorized hereby.
10. Safety – All work shall be performed in a safe and workmanlike manner in accordance with all applicable laws and regulations.
11. Keep Permit on the Job – This permit shall be kept at the site of the work and shall be shown to any representative of the County, or any law enforcement officer on request.
12. Protection of the Public – The work shall cause the least possible inconvenience to the traveling public. Two-way traffic shall be maintained from the close of the working day to the start of the next working day. County approval required for shoulder, lane, and road closures. All warning signs, lights, devices, and procedures shall conform to the latest California Manual of Uniform Traffic Control Devices (CA MUTCD). All traffic associated with the work shall follow the provisions of the California Vehicle Code.
13. Standards of Construction – Any matter not specifically mentioned herein, or covered by direct reference, shall conform to the latest adopted County Public Improvement Standards, and, if not covered therein, to Caltrans Standard Specifications and Plans.
14. County Inspection – All work shall be subject to County inspection and performed in accordance with latest adopted County Public Improvement Standards and to the satisfaction of the County.
15. Expense of Inspection – On work which in the judgment of the County requires the presence of an employee of the Department of Public Works as inspector, the actual cost (including salary, traveling expense, and overhead) of such inspection shall be paid by the permittee upon presentation of a statement therefore. The cost of any tests required by the County shall be borne by the permittee.
16. Security – The applicant shall provide a cash security (with assignment to the County of San Luis Obispo) in the amount specified on the encroachment permit which sum is deemed sufficient by the County and which deposit aforesaid shall guarantee payment to the County of San Luis Obispo for all costs of work of improvement, engineering, inspection, maintenance, and related incidental expenses done or incurred by the County as is provided for herein. Expense of County costs shall be paid current and/or the finalization of encroachment permit is required prior to release of security.
17. Restoration of Right-of-Way – All portions of the right-of-way, and all adjacent areas directly affecting such, if disturbed by work pursuant to this permit, shall be promptly restored to prior condition (including the replacement of suitable material and/or the planting of vegetation) and shall be left in a presentable condition.
18. Existing Utilities – The permittee shall contact all utilities to determine the location of any existing facilities prior to any excavation. The underground Service Alert ticket number and name shall be kept on the job site and be available to any representative of the County or any law enforcement officer on request. The permittee shall also contact the local water purveyor, sanitation district or other utility not affiliated with Underground Service Alert to advise them of the proposed project. The date and name of this contact must also be kept on the job site. The permittee shall immediately notify the owning utility of any damage to the

existing facility.

19. Future Moving of Installation – In the event it becomes necessary, in the opinion of the County, to remove or relocate the encroachment permitted hereunder, such shall be accomplished by, and at the sole expense of, the permittee, and within such time and manner as may be required by the County. (Curb and gutter improvements constructed in accordance with approved plans are exempted from this provision).

20. Taxation of Possessory Interests – Permittee recognizes and understands that this permit may create a possessory interest subject to property taxation, and that permittee may be subject to payment of taxes levied on such interest.

21. Joint and Several Obligation – If there is more than one permittee subject to the terms of this permit, then all of the terms of this permit shall bind the permittees individually and collectively, and said permittees shall be individually and collectively liable therefore.

22. Maintenance – The permittee agrees by the acceptance of this permit to exercise reasonable care to maintain properly any encroachment placed by it in the highway and to exercise reasonable care in inspecting for and immediately repairing and making good any injury to any portion of the highway which occurs as a result of the maintenance of the encroachment in the highway or as a result of the work done under this permit, including any and all injury to the highway which would not have occurred had such work not been done or such encroachment not placed therein.

23. Clear Zone – Any work performed in the right-of-way shall be designed and constructed so that a 10-foot wide area beside the edge of traveled way is clear of any obstructions. No above grade unyielding fixed objects shall be constructed within this clear zone unless specifically permitted by the County. The County may consider construction within the clear zone when it is designed in a manner to break away easily if hit by a moving vehicle.

#### USA MEMBERSHIP REQUIREMENTS

1. California Law – Every operator of a subsurface installation, except the Department of Transportation, shall become a member of, participate in, and share in the costs of, a regional notification center, (USA). Cal. Govt. Code Sections 4216-4216.9. "Operator" means any person, corporation, partnership, business trust, public agency, or other entity which owns, operates, or maintains a subsurface installation. For purposes of Section 4216.1 an "Operator" does not include any owner of real property where subsurface facilities are exclusively located if they are used exclusively to furnish services on that property and the subsurface facilities are under the operation and control of that owner. "Subsurface installation" means any underground pipeline, conduit, duct, wire, or other structure, except non-pressurized sewer lines, non-pressurized storm drains, or other non-pressurized drain lines.

#### UTILITY AND UNDERGROUND

1. Cutting Pavement – All construction in asphalt shall be bored wherever possible. Open cut construction must be specifically permitted or may be authorized by the County to accommodate unexpected field conditions. When pavement is cut it shall be done in a manner which causes the least possible damage to the adjacent pavement. After the utility is placed and the trench backfilled and based, the pavement shall be trimmed by sawing or other approved means to a sufficient width to removal displaced or damaged pavement. If the trench edge is within 2-feet of the edge of the roadway pavement, the entire 2-feet shall be removed and replaced.

2. Backfill – Bedding and shading material shall be consolidated and compacted by a field approved method. Backfill material shall be consolidated and compacted to the following standards: (U-4 Series Drawings). Compaction tests shall be taken in locations as determined by the County. If approved by the County, excavations may be backfilled with vibrated sand slurry, or two sack cement slurry. All tests shall be conducted using Caltrans test methods.

3. Replacement of Pavement – The surface of all trenches in the traveled way shall be temporarily patched

or otherwise surfaced at the end of each working day. Such temporary patching or other field approved surfacing shall be kept in a smooth, firm, dust-free condition for the safe use of the public for no more than 30-days before the final surface patch is required. Cold mix asphalt may be used as a temporary patch material; however, recessed metal plates are required on all arterial and major collector streets. Steel plate bridging shall conform to State Standards TR-0157. After the ditch edges have been trimmed, the base and pavement shall be replaced. The thickness of the base and paving to be replaced shall be determined in the field and shall be at least equal in section to that adjacent to the trench area; however, no pavement shall be less than 3-inches thick. Pavement shall be replaced with Type A hot mix asphalt which shall conform to State requirements for ½-inch maximum medium grading. Base material shall conform to State requirements for Class 2 Aggregate Base.

4. Plowing – The use of a static plow within 5-feet of the edge of the pavement is prohibited. A vibrating plow may be used to within 1-foot off the edge of the pavement. Any pavement that is broken or otherwise disturbed by the plowing operations shall be removed and replaced. After plowing and prior to any compaction efforts, the plow trench shall be flooded to attain a plastic condition. The trench shall then be compacted by wheel rolling or other suitable means.

5. General – Minimum cover over utilities shall conform to the Standard U-1 drawing for installation. Maximum length of work under construction at any time shall not exceed 500 feet. Disposal of spoil material shall be in a legal manner and outside the right-of-way unless otherwise specifically approved by the County. Reasonable care shall be taken to avoid damage to major roots of trees. If an independent contractor installs a utility, the operator of the utility must accept the work before final approval of the work by the County.

6. Responsibility for Failures – The utility/service company that required the installation of facilities within the limits of the County right-of-way shall assume maintenance responsibility, in perpetuity, for any damage/failure to facilities owned and/or maintained by the County of San Luis Obispo as a result of such installation.

**All Other Permits Shall Be The Permittee's Responsibility to Obtain.**

**NOTICE OF START OF CONSTRUCTION SHALL BE GIVEN TO THIS DEPARTMENT AT LEAST TWENTY-FOUR HOURS IN ADVANCE. NOTICE OF COMPLETION SHALL BE GIVEN TO THIS DEPARTMENT. CALL Mike Tabares 235-3538 FOR INSPECTIONS.**

The conditions and restrictions of this permit must be acknowledged below by the Permittee and a signed copy returned to County Public Works. Acknowledgement indemnifies the County from any claims that may relate per the application form and the herein permit conditions and provisions.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Attachment:

Plans/Drawings

Encroachment Permit Standard Drawings: R-1, R-3, R-3a, U-1, U-2, U-3b, U-4, W-1, W-1a, W-2, W-3, W-4, W-8

The work herein permitted under **ENC20190249** shall be completed before: 03/31/2019

Issuance of Permit approved by:  
COLT ESENWEIN, DIRECTOR



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RENE BRILL

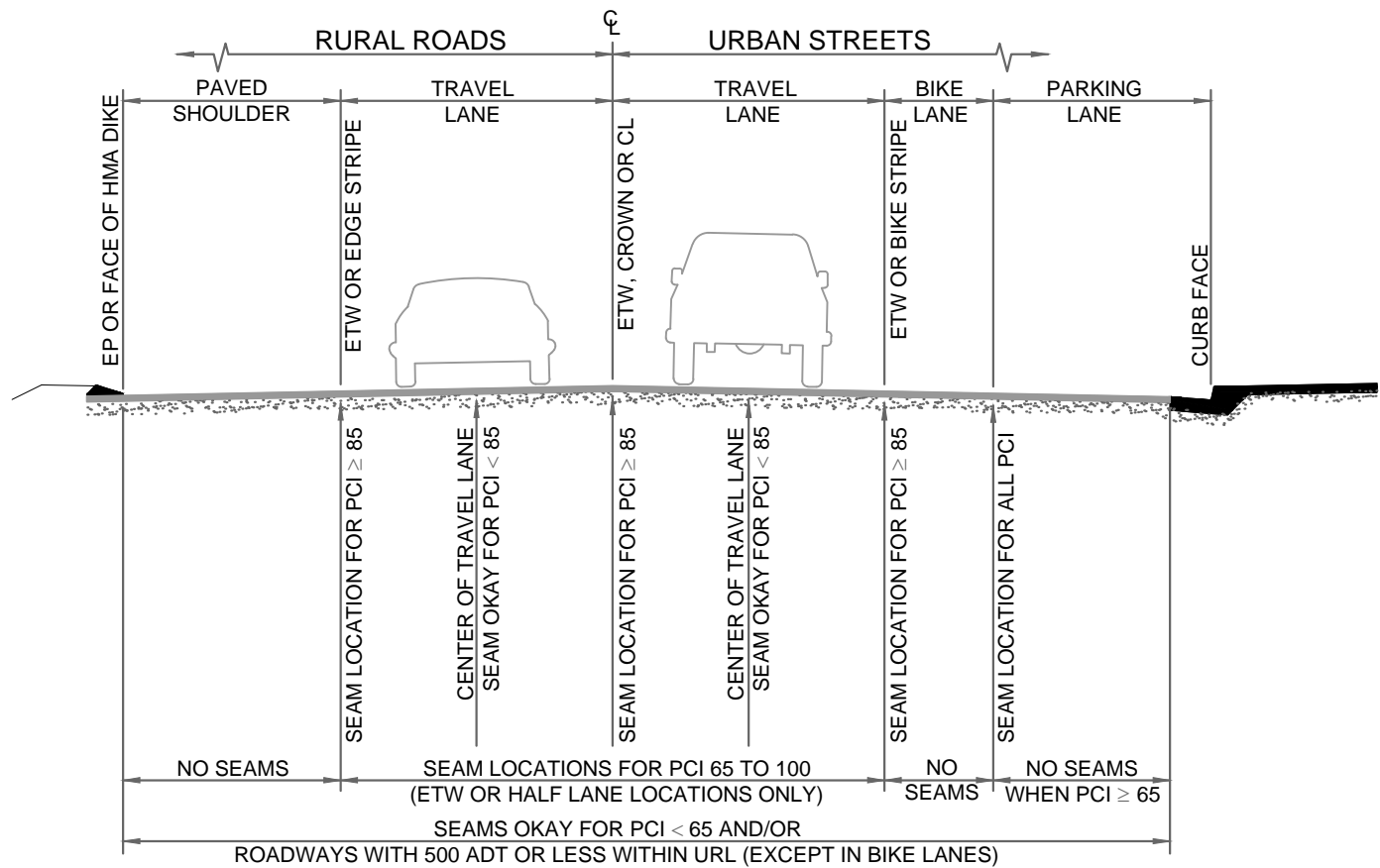
Work Completed:

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Inspector Date

**Revisions**

Description	Approved	Date	Description	Approved	Date



**SECTION VIEW: ALLOWABLE PAVEMENT SEAM LOCATIONS**

BASED ON ROAD PCI & ADT AS PROVIDED BY THE DEPARTMENT

PCI	Roadways with 500 ADT or less and within the URL	
	PCI 85-100	PCI 65-84
85-100	Full Lane Width Overlay	Full Lane Width Overlay
65-84	12" min. T-Section	Half Lane Width Overlay
<65	12" min. T-Section	12" min. T-Section

**MINIMUM PAVEMENT REPAIR LIMITS**

ADT = AVERAGE DAILY TRAFFIC, AS PROVIDED BY THE DEPARTMENT  
 PCI = PAVEMENT CONDITION INDEX, AS PROVIDED BY THE DEPARTMENT  
 ETW - EDGE OF TRAVELED WAY; OL - OVERLAY; URL - URBAN RESERVE LINE

**NOTES:**

- SEAM LOCATIONS MAY BE ADJUSTED BY THE DEPARTMENT BASED ON FIELD CONDITIONS.
- IN ALL CASES THE EXISTING PAVEMENT SHALL BE SAWCUT ALONG A CLEAN LINE AND SHALL BE EITHER LONGITUDINAL OR TRANSVERSE TO THE TRAVEL LANE. NO LONGITUDINAL SEAMS SHALL BE ALLOWED WITHIN ANY BIKE LANE.
- ALL SAWCUT EDGES SHALL BE VERTICAL, WITH SQUARE CORNERS, AND SHALL BE STRAIGHT AND NEAT IN APPEARANCE.
- ROTMILLING OR GRINDING MAY BE UTILIZED IN PLACE OF SAWCUT WHEN APPROVED IN ADVANCE OF THE WORK BY THE DEPARTMENT.
- SEE R-2 SERIES DRAWING FOR RURAL ROAD AND URBAN STREET WIDENING SAWCUT REQUIREMENTS. SEE R-3 SERIES DRAWINGS FOR UTILITY TRENCHING SAWCUT REQUIREMENTS.
- A TACK COAT SHALL BE APPLIED TO ALL HORIZONTAL AND VERTICAL SAWCUT CONFORM SURFACES PRIOR TO PAVING.
- AFTER PAVING, SS1H OIL (OR APPROVED EQUAL) SHALL BE APPLIED TO ALL HMA SURFACE SEAMS PER MANUFACTURER'S RECOMMENDATIONS.



DEPARTMENT OF PUBLIC WORKS & TRANSPORTATION

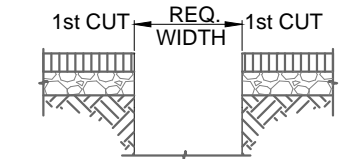
**ALLOWABLE PAVEMENT SEAM LOCATIONS**

Scale: NTS	Adopted: 2014
Drawing No: <b>R-1</b>	
Sheet No: 1 OF 1	

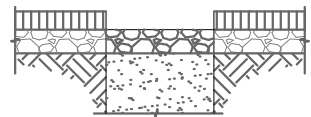


Revisions

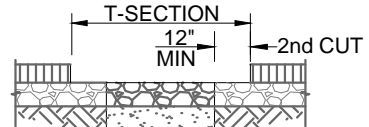
Description	Approved	Date	Description	Approved	Date
REVISE NOTES 2 AND 3	FH	AUG 14			



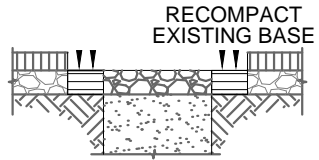
STEP 1: SAWCUT TO CONSTRUCT TRENCH PER U-4.



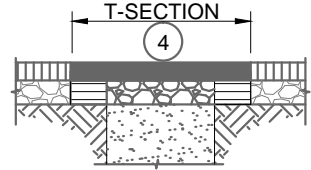
STEP 2: BACKFILL & COMPACT NEW TRENCH TO TOP OF EXISTING BASE SECTION PER U-4.



STEP 3: SAWCUT PER NOTE 1 TO REMOVE AN ADDITIONAL 12" MIN OF ASPHALT SURFACE.



STEP 4: RECOMPACT EXISTING BASE SECTION TO 95% RELATIVE COMPACTION.

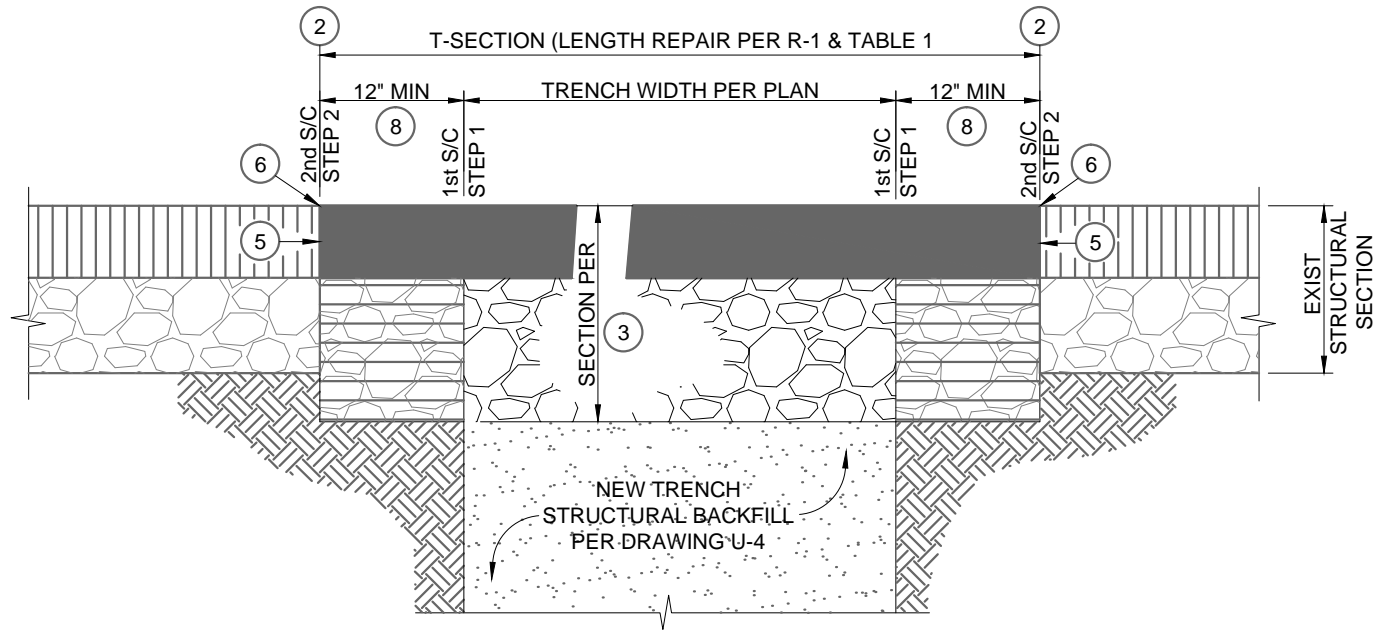


STEP 5: PAVE ROADWAY PER NOTE 3.

Table 1: Min. Trench Length Pavement Repair Limits (see R-1)

PCI	Roadways with 500 ADT or less and within the URL	All Other Roadways
	85-100	Overlay To Lane Edge
65-84	12" min. T-Section	Overlay To Lane Center
<65	12" min. T-Section	12" min. T-Section

PAVEMENT REPAIR PROCEDURE



SECTION VIEW

NOTES:

- TRENCHING IN A ROADWAY IS ONLY ALLOWED WHEN BORING IS SHOWN TO THE DEPARTMENT AS BEING INFEASIBLE.
- SAWCUT TO REMOVE DAMAGED OR FAILED PAVEMENT SECTION ADJACENT TO THE EDGE OF TRENCH AS NECESSARY TO PROVIDE A CLEAN JOIN LINE. ALL SAWCUTS SHALL BE PERPENDICULAR OR PARALLEL TO THE TRAVEL LANE. SEAMS SHALL NOT BE ALLOWED WITHIN DESIGNATED BICYCLE LANES. ALL CUT EDGES SHALL BE VERTICAL WITH SQUARE CORNERS AND SHALL BE STRAIGHT AND NEAT IN APPEARANCE. ALL SAWCUTS SHALL BE TO MINIMUM SHOWN OR TO COMPETENT PAVEMENT SECTION.
- THE STRUCTURAL ROAD REPAIR SECTION SHALL MATCH THE EXISTING STRUCTURAL SECTION THICKNESS OR AS REQUIRED BY THE DEPARTMENT. TYPICAL ROAD WIDENING SECTION SHALL BE:
  - 2" MINIMUM HOT MIX ASPHALT (HMA), OVER
  - 6" MINIMUM CLASS II AGGREGATE BASE, OVER
  - TRENCH SECTION PER DRAWING U-4 (STRUCTURAL BACKFILL TO 95% MIN RELATIVE COMPACTION)
- NEW PAVEMENT SHALL BE PLACED IN LIFTS NOT EXCEEDING 3-INCHES (COMPACTED).
- A TACK COAT SHALL BE APPLIED TO ALL HORIZONTAL AND VERTICAL CONFORM SURFACES PRIOR TO PAVING.
- AFTER PAVING, APPLY SS1H OIL (OR APPROVED EQUAL) TO ALL HMA SURFACE SEAMS PER MANUFACTURER'S RECOMMENDATIONS.
- THE DEPARTMENT SHALL PROVIDE ADDITIONAL REQUIREMENTS WHEN TRENCHING IN EXISTING ROADS HAVING CONCRETE STRUCTURAL SECTIONS.
- T-SECTION WIDTHS SHALL BE INCREASED AS DIRECTED BY THE DEPARTMENT FOR UTILITY PIPES EXCEEDING 36" IN DIAMETER.

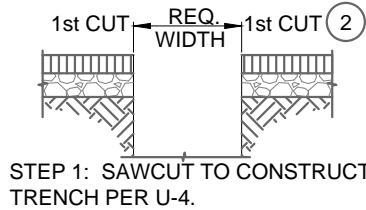


DEPARTMENT OF PUBLIC WORKS & TRANSPORTATION  
**TRENCH REPAIR**  
 TRANSVERSE TRENCHES AND BORE PITS

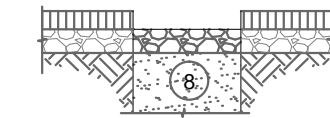
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Drawing No:	<b>R-3</b>
Sheet No:	1 OF 1

Revisions

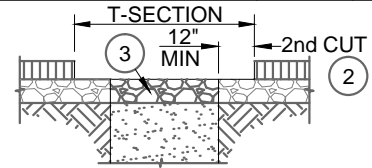
Description	Approved	Date	Description	Approved	Date
NOTES 1, 3 & 5, STEP 6-ALT, GRIND & OVERLAY TRAVEL LANE	GDM	JAN 11			
REVISE NOTES 2 AND 3	FH	AUG 14			



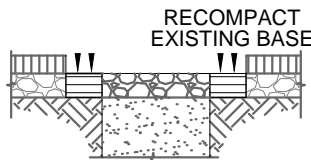
STEP 1: SAWCUT TO CONSTRUCT TRENCH PER U-4.



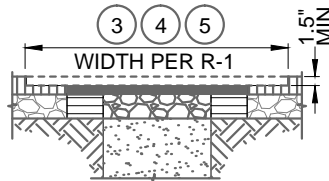
STEP 2: BACKFILL & COMPACT NEW TRENCH SECTION PER U-4.



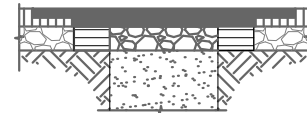
STEP 3: SAWCUT PER NOTE 2 TO REMOVE AN ADDITIONAL 12" MIN OF HMA SURFACE.



STEP 4: RECOMPACT EXISTING BASE SECTION TO 95% RELATIVE COMPACTION.



STEP 5: PAVE T-SECTION THEN GRIND 1.5" EXISTING SURFACE PER TABLE 1.

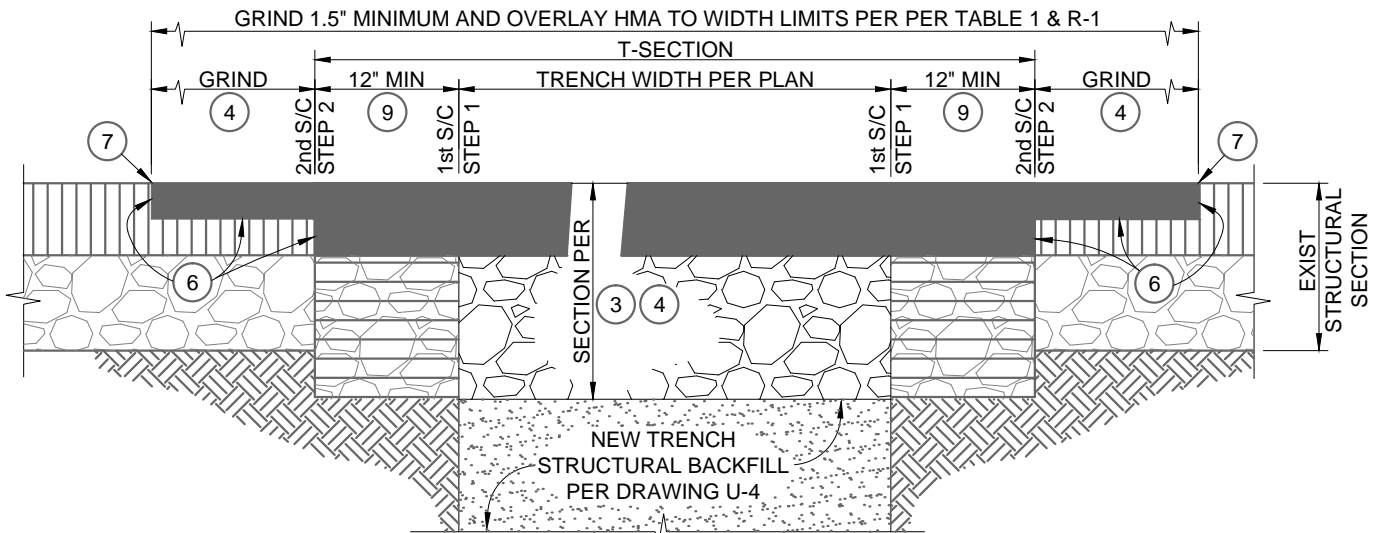


STEP 6: PAVE ROADWAY TO CONFORM TO FINAL GRADE.

PAVEMENT REPAIR PROCEDURE

Table 1: Minimum Lane Width Repair Limits (see R-1)

PCI	Roadways with 500 ADT or less and within the URL		All Other Roadways
	85-100	65-84	
85-100	Full Lane Width Overlay	Full Lane Width Overlay	Full Lane Width Overlay
65-84	12" min. T-Section	12" min. T-Section	Half Lane Width Overlay
<65	12" min. T-Section	12" min. T-Section	12" min. T-Section



SECTION VIEW

NOTES:

- TRENCHING IN A ROADWAY IS ONLY ALLOWED WHEN BORING IS SHOWN TO THE DEPARTMENT AS BEING INFEASIBLE.
- SAWCUT TO REMOVE DAMAGED OR FAILED PAVEMENT SECTION ADJACENT TO THE EDGE OF TRENCH AS NECESSARY TO PROVIDE A CLEAN JOIN LINE. ALL SAWCUTS SHALL BE PERPENDICULAR OR PARALLEL TO THE TRAVEL LANE. CUT EDGES SHALL BE VERTICAL WITH SQUARE CORNERS AND SHALL BE STRAIGHT AND NEAT IN APPEARANCE. ALL SAWCUTS SHALL BE TO MINIMUM SHOWN OR TO COMPETENT PAVEMENT SECTION.
- THE STRUCTURAL ROAD REPAIR SECTION SHALL MATCH THE EXISTING STRUCTURAL SECTION THICKNESS OR AS REQUIRED BY THE DEPARTMENT. THE MINIMUM STRUCTURAL SECTION SHALL BE:
  - 2-INCH MINIMUM HOT MIX ASPHALT (HMA), OVER
  - 6-INCH MINIMUM CLASS II AGGREGATE BASE, OVER
  - TRENCH SECTION PER DRAWING U-4 (STRUCTURAL BACKFILL TO 95% MIN RELATIVE COMPACTION)
- LONGITUDINAL: GRIND 1.5-INCHES (MINIMUM) FROM THE EXISTING ADJACENT HMA PAVEMENT SO THAT FINAL HMA SEAMS ARE LOCATED IN ACCORDANCE WITH TABLE 1 & DRAWING R-1, OR AS DIRECTED BY THE DEPARTMENT.
- NEW HMA PAVEMENT SHALL BE PLACED IN LIFTS NOT EXCEEDING 3-INCHES (COMPACTED) AND SHALL BE ALLOWED TO COOL PER STATE SPECIFICATIONS PRIOR TO APPLICATION OF SUBSEQUENT LIFTS.
- A TACK COAT SHALL BE APPLIED TO ALL HORIZONTAL AND VERTICAL CONFORM SURFACES PRIOR TO PAVING.
- AFTER PAVING APPLY SS1H OIL (OR APPROVED EQUAL) TO ALL HMA SURFACE SEAMS PER MANUFACTURER'S RECOMMENDATIONS.
- THE DEPARTMENT SHALL PROVIDE ADDITIONAL REQUIREMENTS WHEN TRENCHING IN EXISTING ROADS HAVING CONCRETE STRUCTURAL SECTIONS.
- T-SECTION WIDTHS SHALL BE INCREASED AS DIRECTED BY THE DEPARTMENT FOR UTILITY PIPES EXCEEDING 36" IN DIAMETER.

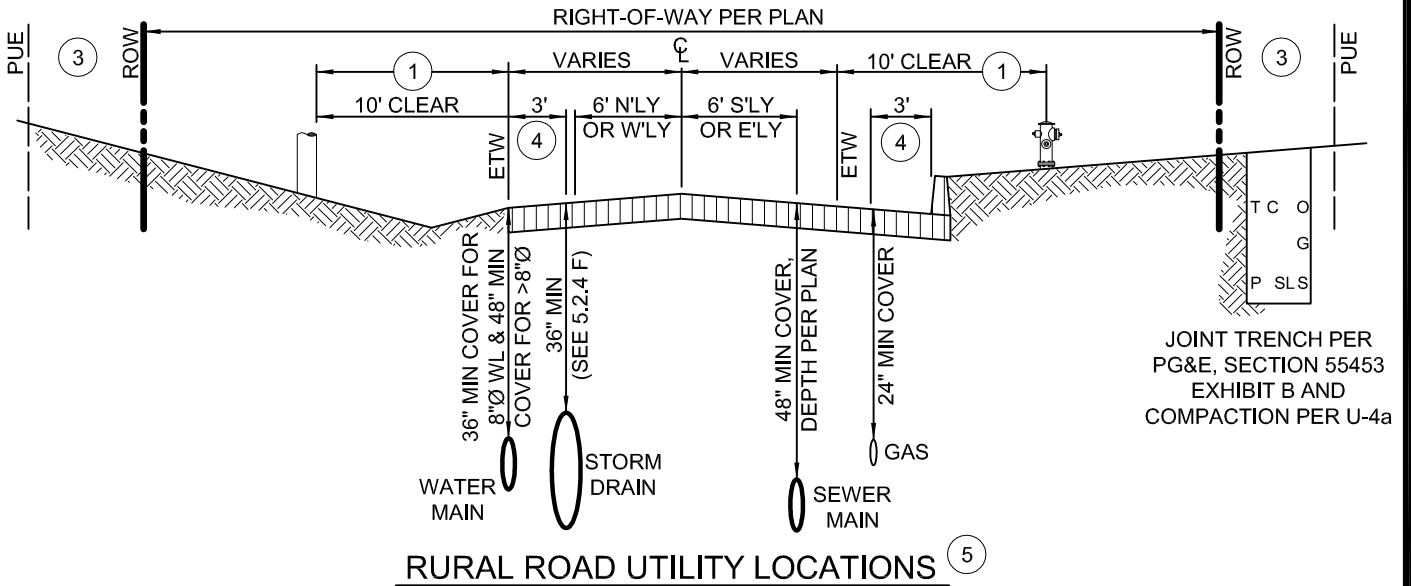
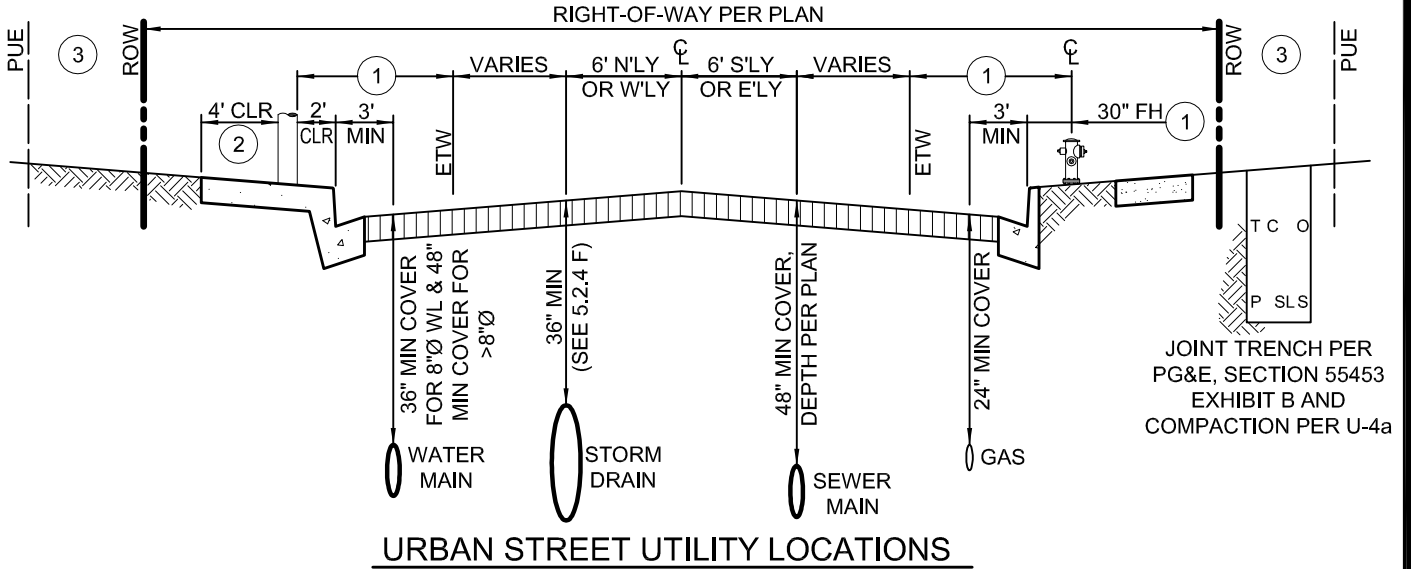


DEPARTMENT OF PUBLIC WORKS & TRANSPORTATION  
**TRENCH REPAIR**  
 LONGITUDINAL TRENCHES

Scale: NTS	Adopted: 2014
Drawing No: <b>R-3a</b>	
Sheet No:	1 OF 1

Revisions

Description	Approved	Date	Description	Approved	Date
ADD NOTE 10	REM	NOV 07	REV. NOTE 10. REV. MINIMUM COVER OVER GAS MAIN	FH	AUG 14
MODIFY NOTE 1, MIN SD COVER, JOINT TRENCH NOTE	GDM	JAN 11			



NOTES:

1. ALL ABOVE GRADE FIXED OBJECTS (UTILITY POLES, LIGHT STANDARDS, ETC.) SHALL BE LOCATED AT LEAST 10-FOOT CLEAR FROM THE EDGE OF TRAVELED WAY.
2. PROVIDE 4-FOOT UNOBSTRUCTED CLEARANCE BETWEEN ALL ABOVE GRADE OBSTACLES AND THE BACK OF SIDEWALK (MAY REQUIRE ADDITIONAL SIDEWALK WIDENING).
3. LOCATE UTILITY VAULTS, METER BOXES, PEDESTALS, TRANSFORMERS, ETC. WITHIN PUE AND NOT WITHIN THE SIDEWALK.
4. FOR RURAL ROAD CONDITIONS, GAS AND WATER LINES SHALL BE LOCATED AT 3-FOET OFF FACE OF DIKE OR AT EDGE OF PAVEMENT.
5. THE DEPARTMENT MAY REQUIRE URBAN ROAD UTILITY STANDARD LOCATIONS FOR RURAL ROADS.
6. STREET CROSSINGS OF WIRE AND GAS UTILITIES SHALL REQUIRE A MINIMUM 30" OF COVER AND SHALL BE AT RIGHT ANGLES TO THE ROADWAY CENTERLINE.
7. ABOVE GRADE UTILITY APPURTENANCES SHALL BE LOCATED AS TO MEET DEPARTMENT SIGHT DISTANCE REQUIREMENTS (REFER TO A-5 SERIES DRAWINGS).
8. REFER TO STANDARD DRAWING U-2 FOR LOCATION OF SERVICE LATERALS AND WATER METER BOXES.
9. UNDER NO CIRCUMSTANCES SHALL UTILITY LIDS AND CONCRETE COLLARS BE LOCATED WITHIN CURBS, GUTTERS, SIDEWALKS, DRIVEWAY APRONS, CURB RAMPS, OR CROSS GUTTERS.
10. PROVIDE 12-INCH MINIMUM CLEARANCE BETWEEN STORM DRAIN CROSSINGS WITH WATER AND SEWER LINES. MINIMUM 4-FOET CLEARANCE AT JOINTS.



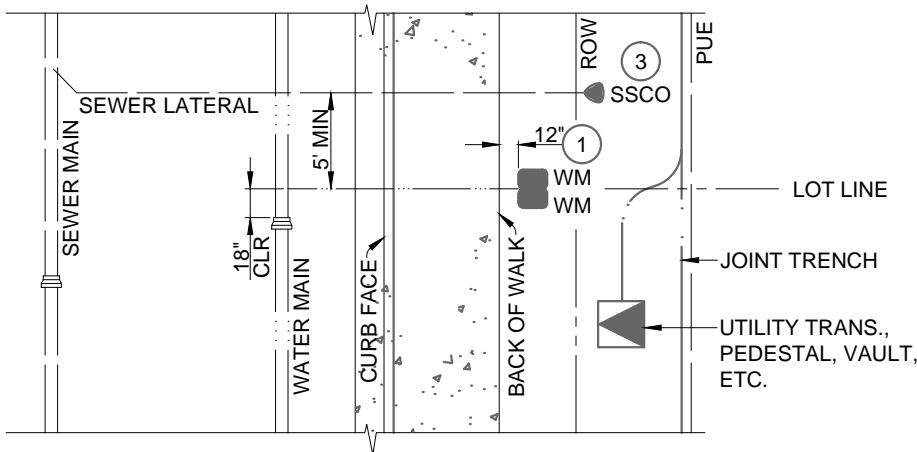
DEPARTMENT OF PUBLIC WORKS & TRANSPORTATION

LOCATION OF UTILITIES

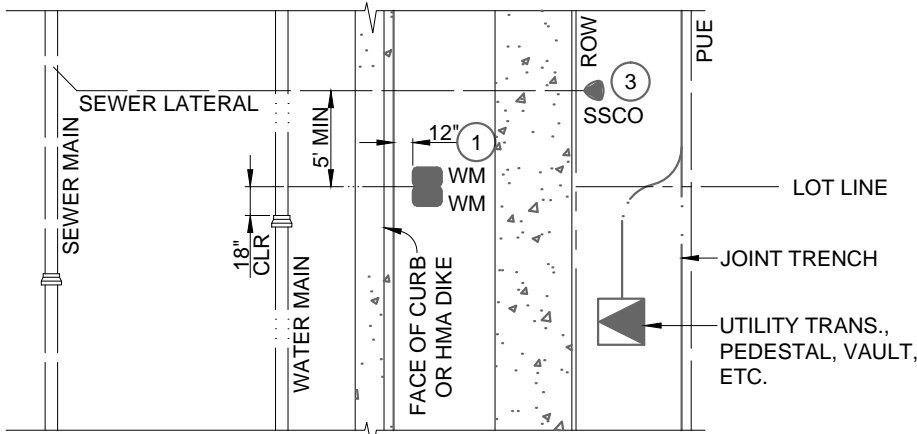
Scale: NTS	Adopted: 2014
Drawing No: <b>U-1</b>	
Sheet No:	1 OF 1

Revisions

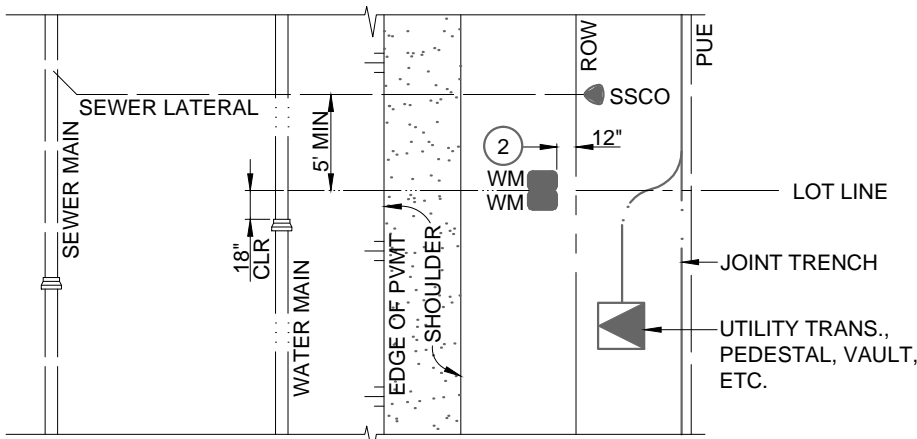
Description	Approved	Date	Description	Approved	Date



URBAN CURB, GUTTER & SIDEWALK



RURAL HMA DIKE OR  
URBAN CURB WITH DETACHED SIDEWALK



RURAL EDGE OF PAVEMENT

NOTES:

1. LOCATE WATER METER VAULT 12" BEHIND BACK OF CURB OR BACK OF AC DIKE.
2. LOCATE WATER METER VAULT 12" INSIDE RIGHT-OF-WAY.
3. SEWER CLEAN-OUTS SHALL BE LOCATED OUTSIDE OF SIDEWALK AND DRIVEWAY AREAS.
4. ALL WATER METER VAULTS (BOXES) SHALL BE PER STANDARD DRAWINGS.
5. WIRE UTILITY JOINT TRENCH AND APPURTENANCES ARE SHOWN FOR REFERENCE ONLY. REFER TO THE RESPECTIVE UTILITY COMPANY'S HANDOUT PACKAGE FOR ACTUAL ALIGNMENTS AND CONSTRUCTION REQUIREMENTS.
6. WATER AND SEWER SERVICE LATERALS SHALL BE PERPENDICULAR TO THEIR RESPECTIVE MAIN LINES FOR EASE OF LOCATION. ALL WATER LINE TRENCHES SHALL HAVE BOTH TRACE WIRE AND TAPE, REFER TO STANDARD TRENCH DRAWINGS.
7. FOR UNPAVED AREAS, THE WATER METER BOX SHALL BE SET 1" TO 1-1/2" ABOVE FINISHED GRADE.

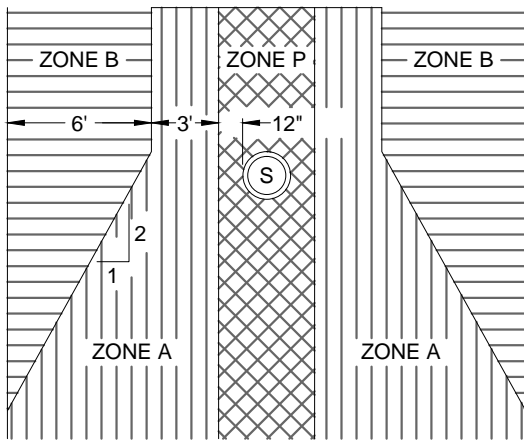


DEPARTMENT OF PUBLIC WORKS & TRANSPORTATION  
**LOCATION OF SERVICE LATERALS**

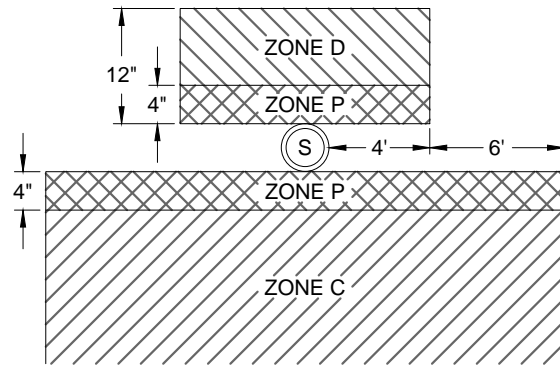
Scale: NTS	Adopted: 2014
Drawing No: <b>U-2</b>	
Sheet No: <b>1 OF 1</b>	

Revisions

Description	Approved	Date	Description	Approved	Date



PARALLEL



CROSSING

ZONE	SPECIAL CONSTRUCTION REQUIRED FOR WATER:
A	NO WATER MAINS PARALLEL TO SEWERS SHALL BE CONSTRUCTED WITHOUT APPROVAL FROM THE HEALTH AGENCY.
B	IF THE SEWER PARALLELING THE WATER MAIN DOES NOT MEET THE CASE 1, ZONE B REQUIREMENTS, THE WATER MAIN SHALL BE CONSTRUCTED OF: 1. DUCTILE IRON PIPE WITH HOT DIP BITUMINOUS COATING. 2. CLASS 200 PRESSURE RATED PLASTIC WATER PIPE (DR 14 PER AWWA C900) OR EQUIVALENT.
C	IF THE SEWER CROSSING THE WATER MAIN DOES NOT MEET THE CASE 1, ZONE C REQUIREMENTS, THE WATER MAIN SHALL HAVE NO JOINTS IN ZONE C AND BE CONSTRUCTED OF: 1. DUCTILE IRON PIPE WITH HOT DIP BITUMINOUS COATING. 2. CLASS 200 PRESSURE RATED PLASTIC WATER PIPE (DR 14 PER AWWA C900) OR EQUIVALENT.
D	IF THE SEWER CROSSING THE WATER MAIN DOES NOT MEET THE CASE 1, ZONE D REQUIREMENTS, THE WATER MAIN SHALL HAVE NO JOINTS WITHIN 4- FEET FROM EITHER SIDE OF THE SEWER AND SHALL BE CONSTRUCTED OF: 1. DUCTILE IRON PIPE WITH HOT DIP BITUMINOUS COATING. 2. CLASS 200 PRESSURE RATED PLASTIC WATER PIPE (DR 14 PER AWWA C900) OR EQUIVALENT.
P	ZONE P IS A PROHIBITED ZONE, SECTION 64630(E)(2) CALIFORNIA ADMINISTRATIVE CODE, TITLE 22.

**CASE 2: NEW WATER MAIN**

ALTERNATIVE CONSTRUCTION CRITERIA  
APPLIES TO NEW WATER MAINS OR EXISTING SEWER MAINS



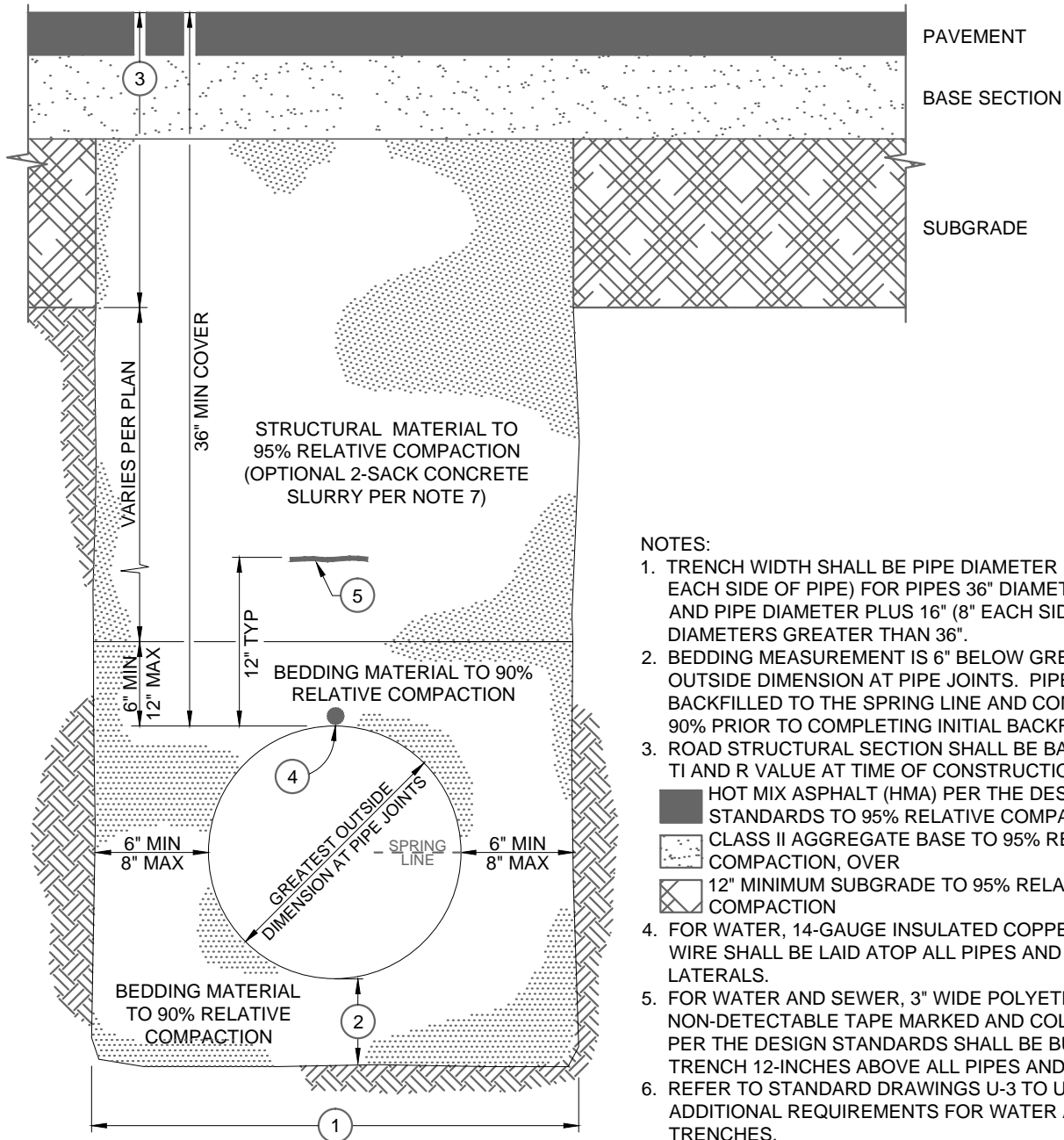
DEPARTMENT OF PUBLIC WORKS & TRANSPORTATION  
**UTILITY SEPARATION CRITERIA**  
CASE 2: NEW WATER MAINS

Scale: NTS	Adopted: 2014
Drawing No: <b>U-3b</b>	
Sheet No:	3 OF 3

Revisions

Description	Approved	Date	Description	Approved	Date
LOCATION OF DETECTOR WIRE & TAPE, NOTES 4 & 5	REM	NOV 07	NOTE 7 & REPLACE AC W/ HMA	GDM	JAN 11
MISC CLARIFICATION	GDM	NOV 08			

WHEN TRENCHING INTO EXISTING ROADS ALL WORK SHALL BE DONE IN ACCORDANCE WITH STANDARD DRAWINGS R-1 AND R-4.



NOTES:

- TRENCH WIDTH SHALL BE PIPE DIAMETER PLUS 12" (6" EACH SIDE OF PIPE) FOR PIPES 36" DIAMETER OR LESS, AND PIPE DIAMETER PLUS 16" (8" EACH SIDE) FOR PIPE DIAMETERS GREATER THAN 36".
- BEDDING MEASUREMENT IS 6" BELOW GREATEST OUTSIDE DIMENSION AT PIPE JOINTS. PIPE SHALL BE BACKFILLED TO THE SPRING LINE AND COMPACTED TO 90% PRIOR TO COMPLETING INITIAL BACKFILL.
- ROAD STRUCTURAL SECTION SHALL BE BASED ON THE TI AND R VALUE AT TIME OF CONSTRUCTION:
  - HOT MIX ASPHALT (HMA) PER THE DESIGN STANDARDS TO 95% RELATIVE COMPACTION, OVER
  - ▒ CLASS II AGGREGATE BASE TO 95% RELATIVE COMPACTION, OVER
  - ▤ 12" MINIMUM SUBGRADE TO 95% RELATIVE COMPACTION
- FOR WATER, 14-GAUGE INSULATED COPPER TRACER WIRE SHALL BE LAID ATOP ALL PIPES AND SERVICE LATERALS.
- FOR WATER AND SEWER, 3" WIDE POLYETHYLENE NON-DETECTABLE TAPE MARKED AND COLOR CODED PER THE DESIGN STANDARDS SHALL BE BURIED IN THE TRENCH 12-INCHES ABOVE ALL PIPES AND LATERALS.
- REFER TO STANDARD DRAWINGS U-3 TO U-3b FOR ADDITIONAL REQUIREMENTS FOR WATER AND SEWER TRENCHES.
- CONCRETE SLURRY TRENCH BACKFILL SHALL CONFORM TO STATE STANDARD 90-1.01, 188 LBS/CY CEMENTITIOUS MATERIAL [2 SACK], TO SURFACE OF BASE COURSE SECTION. DO NOT PLACE AGGREGATE BASE ABOVE SLURRY BACKFILL.

BEDDING MATERIAL		STRUCTURAL MATERIAL	
SIEVE SIZES	PERCENT PASSING	SIEVE SIZES	PERCENT PASSING
1"	100%	3"	100%
No. 4	80% - 100%	No. 4	35% - 100%
No. 200	0% - 15%	No. 30	20% - 100%



DEPARTMENT OF PUBLIC WORKS & TRANSPORTATION  
**TRENCH DETAIL**  
 PAVED SURFACES

Scale: NTS	Adopted: 2014
Drawing No: <b>U-4</b>	
Sheet No:	<b>1 OF 1</b>

**Revisions**

Description	Approved	Date	Description	Approved	Date
ADDED NOTE 3	REM	NOV 07			
TABLES 1 & 2, NOTE 4, SHT 1/2	GDM	JAN 11			

**TABLE 1**

Pipe Dia (in)	Pipe Class	Nom. I.D. (in)	Area (A) (sq in)	THRUST (T) AT FITTING, lbs				
				TEES	90° BEND	45° BEND	22.5° BEND	11.25° BEND
4"	PVC Class 165 (DR 25)	4.39	15	3,254	4,602	2,491	1,270	638
4"	PVC Class 235 (DR 18)	4.23	14	4,005	5,664	3,065	1,563	785
4"	PVC Class 305 (DR 14)	4.07	13	4,619	6,532	3,535	1,802	905
6"	PVC Class 165 (DR 25)	6.31	31	6,723	9,508	5,146	2,623	1,318
6"	PVC Class 235 (DR 18)	6.09	29	8,302	11,740	6,354	3,239	1,627
6"	PVC Class 305 (DR 14)	5.86	27	9,574	13,540	7,328	3,736	1,877
8"	PVC Class 165 (DR 25)	8.28	54	11,577	16,372	8,861	4,517	2,269
8"	PVC Class 235 (DR 18)	7.98	50	14,254	20,158	10,910	5,562	2,794
8"	PVC Class 305 (DR 14)	7.68	46	16,445	23,257	12,587	6,417	3,224
10"	PVC Class 165 (DR 25)	10.16	81	17,431	24,651	13,341	6,801	3,417
10"	PVC Class 235 (DR 18)	9.79	75	21,454	30,340	16,420	8,371	4,206
10"	PVC Class 305 (DR 14)	9.42	70	24,741	34,989	18,936	9,654	4,850
12"	PVC Class 165 (DR 25)	12.08	115	24,641	34,848	18,860	9,615	4,831
12"	PVC Class 235 (DR 18)	11.65	107	30,380	42,964	23,252	11,854	5,956
12"	PVC Class 305 (DR 14)	11.2	99	34,975	49,462	26,768	13,646	6,856
AWWA PVC C-900 PIPE				BASED ON P = 165 + 50 = 215 psi BASED ON P = 235 + 50 = 285 psi BASED ON P = 305 + 50 = 355 psi				

**TABLE 2**

HORIZONTAL BEARING STRENGTHS FOR COMMON SOILS	
SOIL TYPE	HORIZONTAL BEARING STRENGTH (S <sub>b</sub> ), lbs/sf
MUCK	0
SOFT CLAY	500
SAND	1,000
SAND & GRAVEL	1,500
SAND & GRAVEL CEMENTED WITH CLAY	2,000

**NOTES:**

- ALTHOUGH THE ABOVE BEARING STRENGTH VALUES HAVE BEEN USED SUCCESSFULLY IN THE DESIGN OF THRUST BLOCKS AND ARE CONSIDERED TO BE CONSERVATIVE, THEIR ACCURACY IS TOTALLY DEPENDENT ON ACCURATE SOIL IDENTIFICATION AND EVALUATION. THE ULTIMATE RESPONSIBILITY FOR SELECTING THE PROPER BEARING STRENGTH OF A PARTICULAR SOIL TYPE SHALL BE THE RESPONSIBILITY OF THE PROJECT ENGINEER.
- ALL THRUST BLOCK AREAS SHALL BE PROVIDED ON THE APPROVED PLANS.
- CONCRETE THRUST BLOCKS SHALL CONFORM TO STATE STANDARD 90-1.01, 470 LBS/CY CEMENTITIOUS MATERIAL [5 SACK].
- THRUST RESTRAINT FOR VERTICAL BENDS SHALL USE RESTRAINED JOINT FITTINGS INSTEAD OF THRUST BLOCKS.



**DEPARTMENT OF PUBLIC WORKS & TRANSPORTATION**

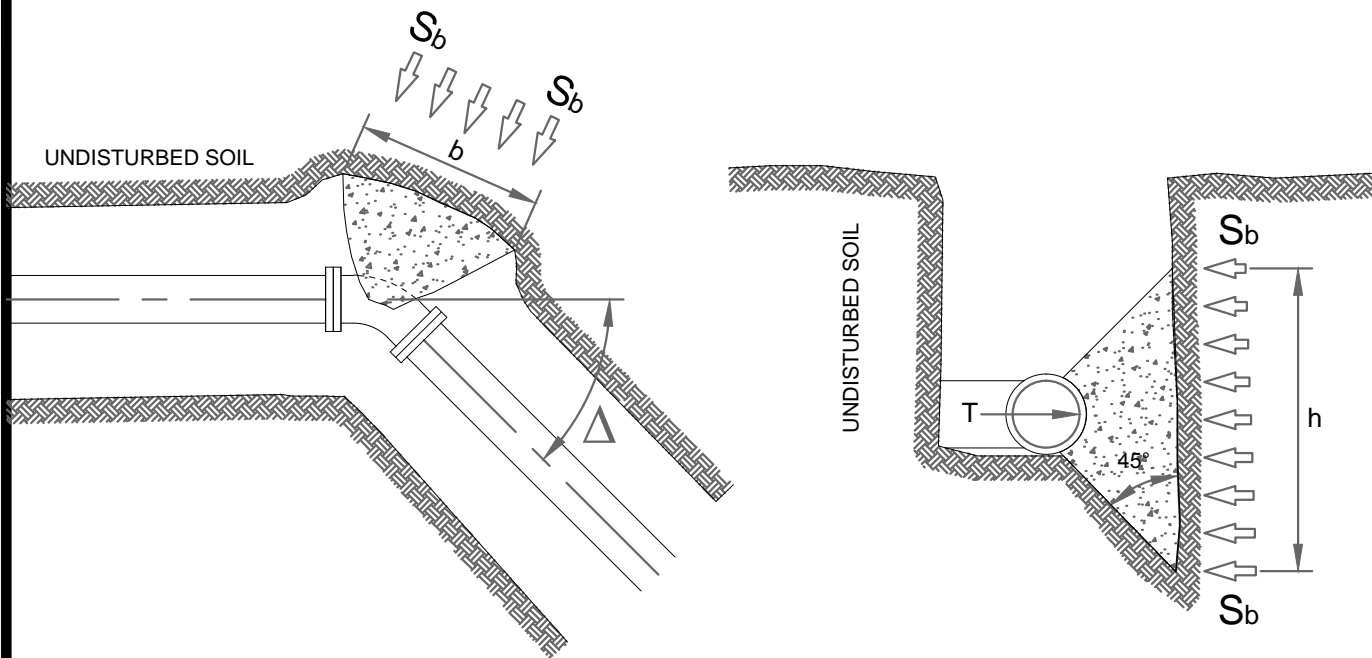
**THRUST BLOCK REQUIREMENTS**

Scale: NTS  
Adopted: 2014

Drawing No: **W-1**  
Sheet No: 1 OF 2

Revisions

Description	Approved	Date	Description	Approved	Date
LEGEND, EQUATIONS, EXAMPLE, SHT 2/2	GDM	JAN 11			



LEGEND:

- T = THRUST AT FITTING (lbs) [TABLE 1]
- S<sub>b</sub> = SOIL BEARING PRESSURE (psf) [TABLE 2]
- A = INTERNAL AREA (sq in) [TABLE 1]
- P = INTERNAL PRESSURE (psi)
- Δ = HORIZONTAL DEFLECTION ANGLE (degrees)
- S<sub>f</sub> = FACTOR OF SAFETY [1.5 FOR THRUST BLOCK DESIGN, TYP]
- h = THRUST BLOCK HEIGHT (ft)
- b = THRUST BLOCK WIDTH (ft)
- A<sub>b</sub> = MINIMUM THRUST BLOCK AREA (sq ft)

EQUATIONS:

THRUST AT FITTINGS:

[1]  $T = (P)(A)$

THRUST AT HORIZONTAL BEND:

[2]  $T = 2(P)(A) \sin(\Delta/2)$

MINIMUM BEARING (THRUST) BLOCK AREA:

[3]  $A_b = (h)(b) = [(S_f)(T)]/S_b$

EXAMPLE: DETERMINE THE THRUST BLOCK AREA FOR A 90° BEND, 8" CLASS 165 PIPE IN SAND.

(STEP 1): PRESSURE = 165 + 50 (TEST PRESSURE) = 215 psi. CHOOSE T = 16,372 lbs FROM TABLE 1 SHEET 1/2 (USE EQUATION [2] IF PIPE HAS DIFFERENT INSIDE DIAMETER).

(STEP 2): DETERMINE S<sub>b</sub> FROM TABLE 2, SHEET 1/2.

(STEP 3): USE INFORMATION TO CALCULATE A<sub>b</sub> USING EQUATION [3]

RESULT:  $A_b = [S_f(T)]/S_b = [(1.5)(16,372)]/1,000 = 24.6 \text{ sq ft}$



DEPARTMENT OF PUBLIC WORKS & TRANSPORTATION

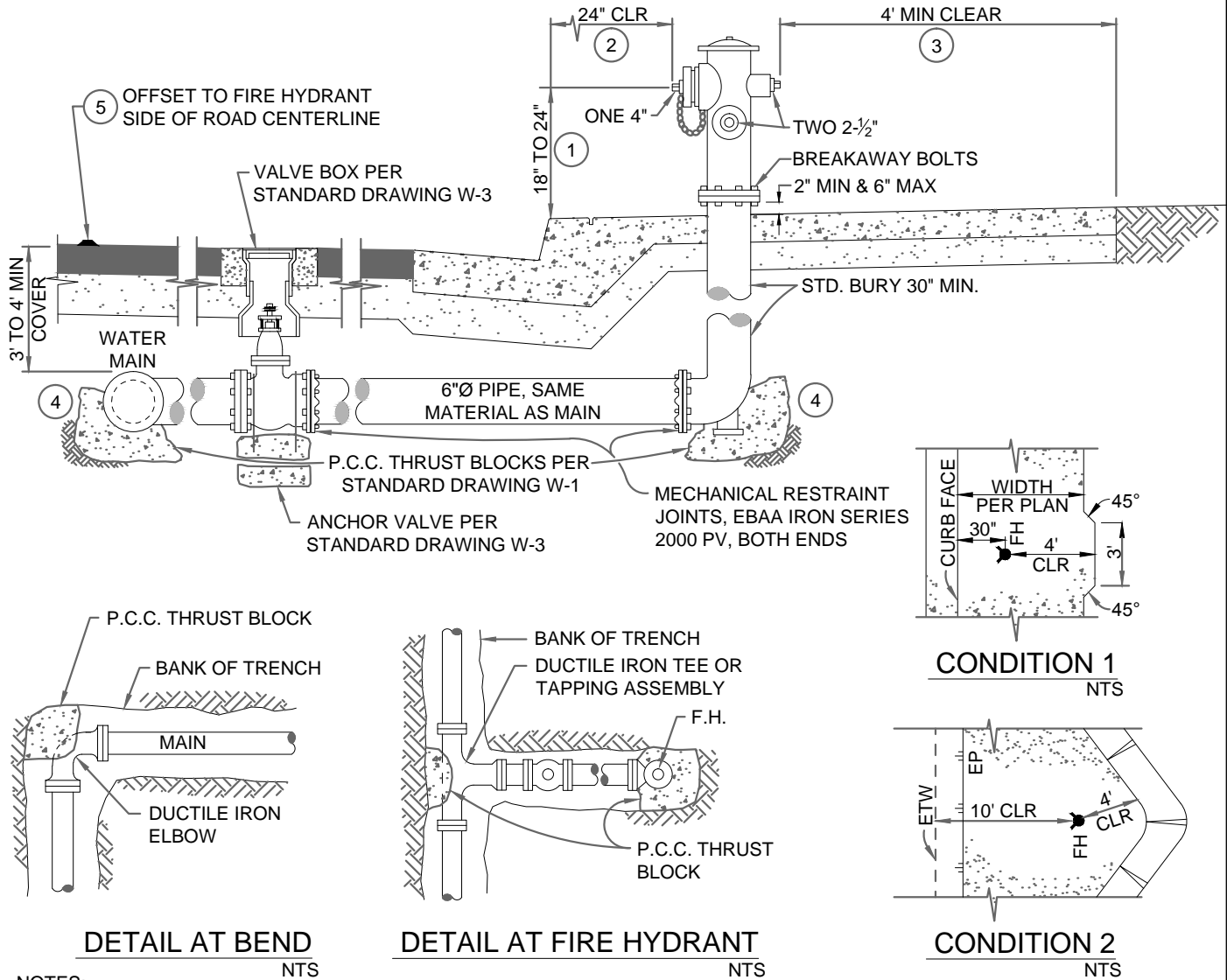
THRUST BLOCK REQUIREMENTS

Scale: NTS	Adopted: 2014
Drawing No: <b>W-1a</b>	
Sheet No: 2 OF 2	



Revisions

Description	Approved	Date	Description	Approved	Date
NOTE 4	REM	NOV 07	CLARIFIED MJ CONNECTIONS, NOTE 2	GDM	JAN 11
NOTE 8 (FROM CLOW F2060 TO CLOW F960)	GDM	NOV 08			



- NOTES:
- HEIGHT SHALL BE MEASURED FROM EDGE OF PAVEMENT WHEN CONCRETE CURB OR ASPHALT DIKE ARE NOT REQUIRED PER THE DESIGN STANDARDS.
  - DISTANCE SHALL BE INCREASED TO 10-FOOT CLEAR FROM THE EDGE OF TRAVELED WAY (ETW) ON RURAL ROADS (SEE U-1).
  - IN RURAL AREAS A 4' MINIMUM RADIUS CLEAR AND LEVEL ZONE SURROUNDING THE FIRE HYDRANT SHALL BE REQUIRED.
  - CONCRETE THRUST BLOCKS SHALL CONFORM TO STATE STANDARD 90-1.01, 470 LBS/CY CEMENTITIOUS MATERIAL [5 SACK], POURED AGAINST UNDISTURBED SOIL AND SHIELDED FROM FLANGES AND BOLTS.
  - EACH HYDRANT SHALL BE IDENTIFIED BY A REFLECTORIZED BLUE RAISED PAVEMENT MARKER PER SECTION 10.301c OF THE UNIFORM FIRE CODE.
  - THE HYDRANT CAP AND OUTLET NOZZLE SHALL BE PAINTED IN ACCORDANCE WITH TABLE 6.6 OF 6.2.1.D.2.
  - THE CONCRETE CURB OR ASPHALT DIKE SHALL BE PAINTED RED 15-FEET EITHER SIDE OF THE FIRE HYDRANT.
  - HYDRANT SHALL BE CLOW F960, OR APPROVED EQUAL.
  - EACH HYDRANT SHALL HAVE TWO 2-1/2" OUTLETS AND ONE 4" OUTLET WITH EXTERNAL NSF THREAD.
  - ALL FITTINGS SHALL BE CEMENT MORTAR LINED IN ACCORDANCE WITH AWWA STANDARD C-104.
  - HYDRANT LATERAL SHALL BE OF THE SAME MATERIAL AS THE MAIN.
  - 14-GAUGE INSULATED COPPER TRACER WIRE SHALL BE LAID IN THE TRENCH ABOVE THE PIPE, BROUGHT ABOVE GRADE AND SECURED TO THE HYDRANT BOLT FLANGE.
  - COLOR CODED BLUE 3" WIDE POLYETHYLENE NON-DETECTABLE TAPE MARKED "CAUTION BURIED WATER LINE BELOW" SHALL BE BURIED IN THE TRENCH AND ABOVE THE PIPE AND TRACER WIRE.

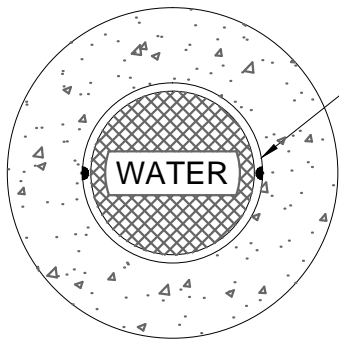


DEPARTMENT OF PUBLIC WORKS & TRANSPORTATION  
**FIRE HYDRANT INSTALLATION**

Scale: 1"=2'	Adopted: 2014
Drawing No: <b>W-2</b>	
Sheet No: 1 OF 1	

Revisions

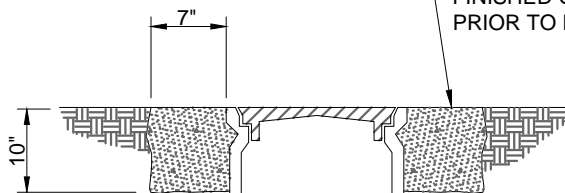
Description	Approved	Date	Description	Approved	Date
NOTE 1, CONCRETE COLLAR NOTE	REM	NOV 07			



LID

10" MIN THICK BEARING CONCRETE COLLAR SHALL CONFORM TO STATE STANDARD 90-1.01, 565 LBS/CY CEMENTITIOUS MATERIAL [6 SACK], TROWELLED TO FINISHED GRADE, AND ALLOWED TO CURE 48 HOURS PRIOR TO FULL TRAFFIC USE.

VALVE BOX - BROOKS No. 3RT OR APPROVED EQUAL WITH EXTENSIONS TO VALVE

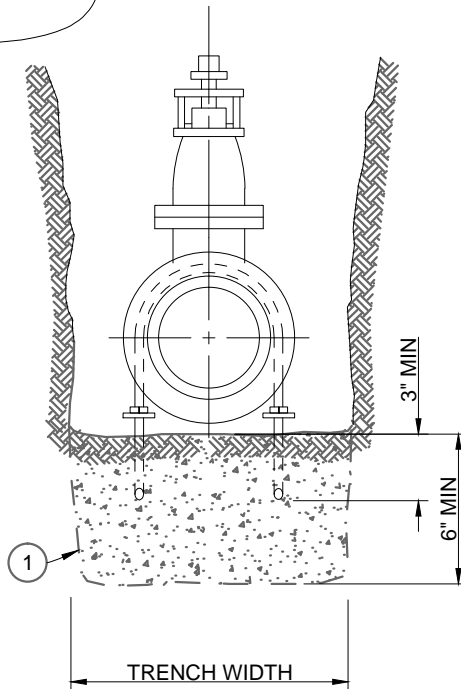
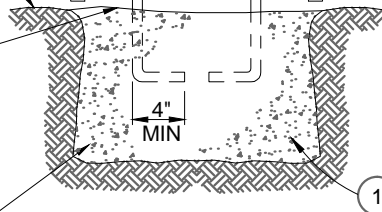


ANCHOR STRAPS EACH SIDE

TRENCH BOTTOM

VALVE ANCHOR SHALL BE POURED LEVEL WITH TRENCH BOTTOM ANCHOR STRAPS SHALL BE FASTENED TO CONCRETE EMBEDDED ANCHOR BOLTS

P.C.C. BLOCK IS HUB-TO-HUB WIDTH



NOTES:

1. CONCRETE THRUST BLOCKS SHALL CONFORM TO STATE STANDARD 90-1.01, 470 LBS/CY CEMENTITIOUS MATERIAL [5 SACK], AND POURED AGAINST UNDISTURBED NATIVE SOIL.
2. VALVES SHALL HAVE NON-RISING STEM, RESILIENT WEDGE, RESILIENT SEAT, AND BE EPOXY COATED.
3. ALL MATERIALS AND INSTALLATION SHALL CONFORM WITH THE APPLICABLE SECTIONS OF THE DESIGN STANDARDS.
4. ALL FITTINGS SHALL BE WRAPPED IN POLYETHYLENE SHEET AND ALL FLANGES AND BOLTS SHALL BE SHIELDED FROM CONCRETE PER THE DESIGN STANDARDS.
5. UNDER NO CIRCUMSTANCES SHALL UTILITY LIDS AND CONCRETE COLLARS BE LOCATED WITHIN CURBS, GUTTERS, SIDEWALKS, DRIVEWAY APRONS, CURB RAMPS, OR CROSS GUTTERS.



DEPARTMENT OF PUBLIC WORKS & TRANSPORTATION

VALVE ANCHOR & BOX

Scale: NTS

Adopted: 2014

Drawing No:

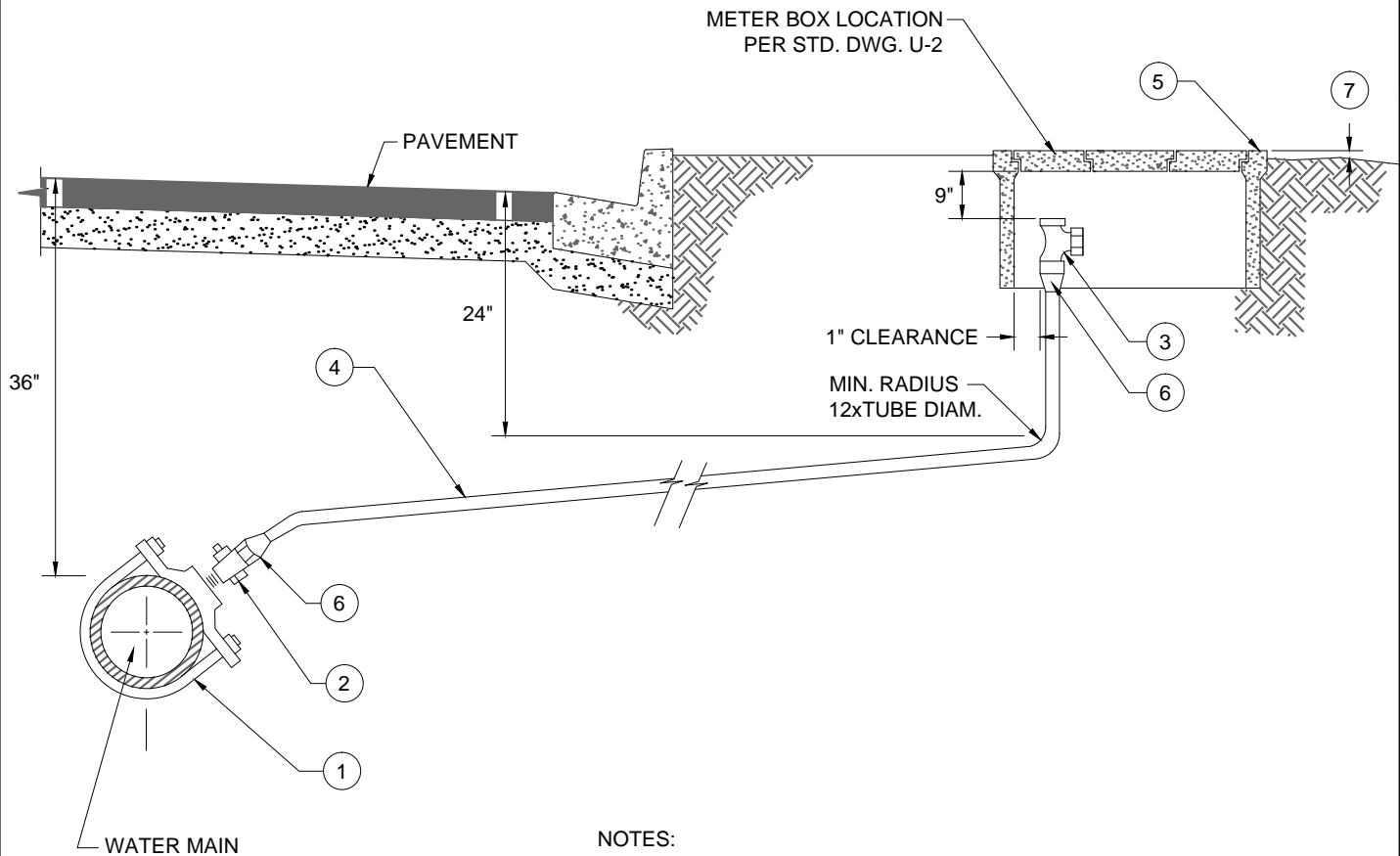
W-3

Sheet No:

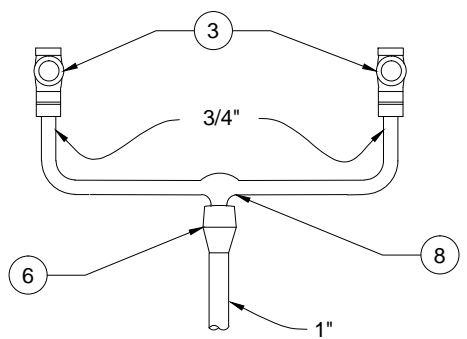
1 OF 1

Revisions

Description	Approved	Date	Description	Approved	Date



WATER MAIN



**DOUBLE SERVICE CONNECTION**

NOTES:

- BRONZE SERVICE SADDLE, DOUBLE STRAP, MUELLER BR 2B 0899 IP, 075 or 100, O.A.E.
- CORPORATION STOP w/ IP THREADS, MUELLER H-10012, O.A.E.
- ANGLE METER STOP, JONES J-1966W, 3/4" or 1", O.A.E.
- POLYETHYLENE PIPE, 3/4" MIN. I.D. FOR SINGLE SERVICE 1" MIN. I.D. FOR DOUBLE SERVICE.
- METER BOX, BROOKS PRODUCT 37-S, O.A.E.
- MUELLER INSTA-TITE CONNECTION H-15426(male) O.A.E. H-15456 (female).
- IN UNPAVED AREA SET METER BOX 1" to 1-1/2" ABOVE FINISHED GRADE.
- U-BRANCH CONNECTION, MUELLER H-15365, O.A.E.
- O.A.E. = "OR APPROVED EQUAL".
- WATER METER AND CUSTOMER SIDE SHUT OFF VALVE TO BE INSTALLED BY THE WATER PURVEYOR.
- CORPORATION STOPS SHALL NOT BE SPACED CLOSER THAN 12" MEASURED ALONG THE CENTERLINE OF THE PIPE.
- 3/4" SINGLE SERVICE LINE, 1" DOUBLE SERVICE LINES, USE 16" X 21" DUAL METER BOX (BROOKS PRODUCT OR APPROVED EQUAL) FOR DOUBLE SERVICE.
- SERVICES LARGER THAN 1" MAY BE PVC SCHEDULE 80 PIPE.
- 14-GAUGE INSULATED COPPER TRACER WIRE SHALL BE LAID IN THE TRENCH ABOVE THE PIPE AND BROUGHT ABOVE GRADE THROUGH ANY METER OR VALVE BOXES.
- COLOR CODED BLUE 3" WIDE POLYETHYLENE NON-DETECTABLE TAPE MARKED "CAUTION BURIED WATER LINE BELOW" SHALL BE BURIED IN THE TRENCH AND ABOVE THE PIPE AND TRACER WIRE.



DEPARTMENT OF PUBLIC WORKS & TRANSPORTATION

**WATER SERVICE CONNECTION**

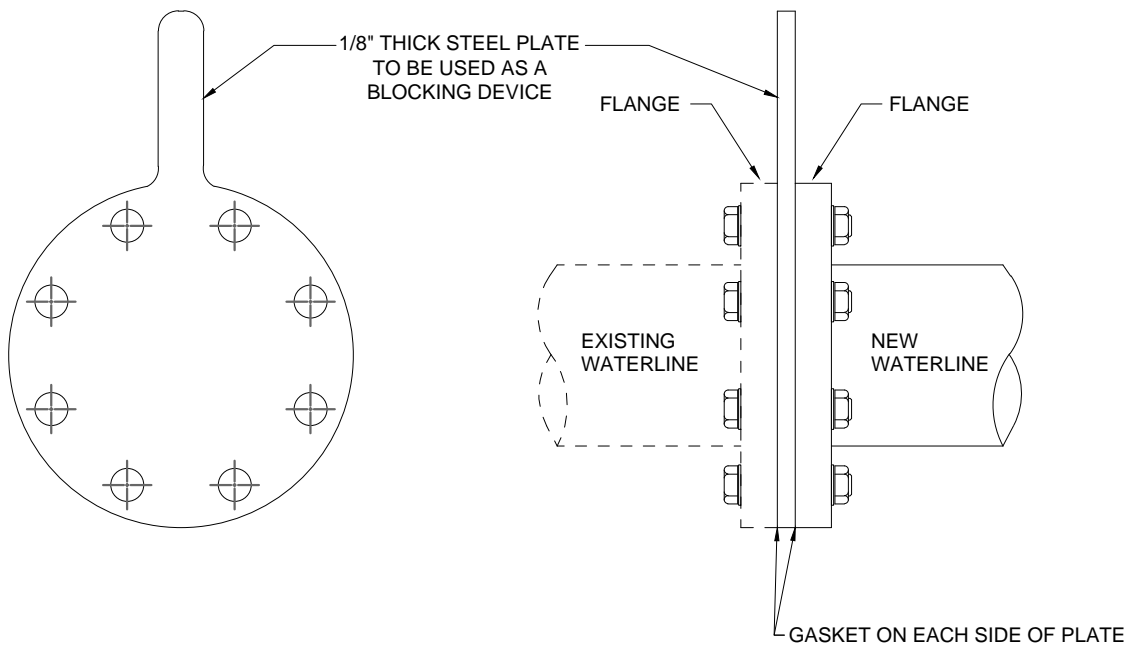
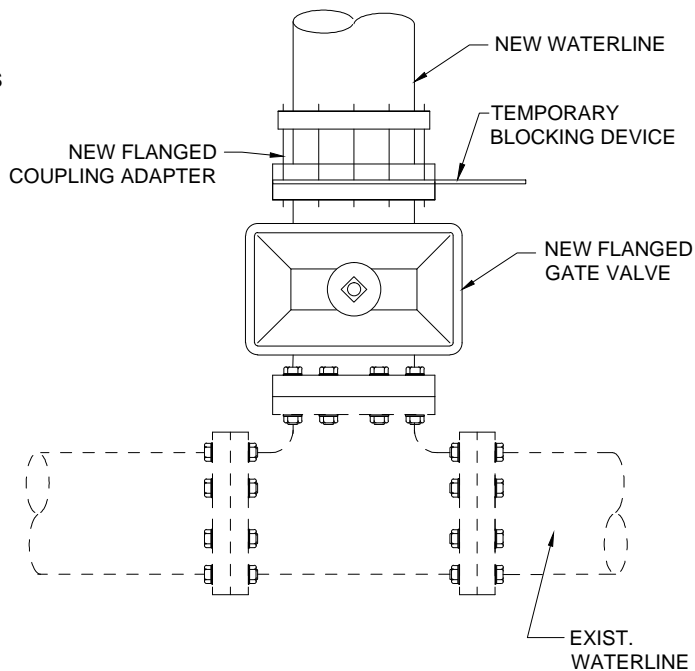
Scale: NTS	Adopted: 2014
Drawing No:	<b>W-4</b>
Sheet No:	<b>1 OF 1</b>

Revisions

Description	Approved	Date	Description	Approved	Date

NOTES:

1. DIRECT CONNECTION TO THE EXISTING WATER SYSTEM SHALL NOT BE PERMITTED UNTIL THE NEW INSTALLATION HAS PASSED BACTERIA TESTING AND A PHYSICAL CHECK BY THE WATER QUALITY MANAGER. SEPARATION SHALL BE ACHIEVED BY THE INSTALLATION OF THE TEMPORARY BLOCKING DEVICE AS SHOWN HEREON
2. PRESSURE TESTING AGAINST VALVES SHALL NOT BE ALLOWED. NEW VALVES SHALL BE SWABBED WITH CHLORINE PRIOR TO INSTALLATION.
3. WHEN TEMPORARY BLOCKING DEVICE IS REMOVED, THE CONTRACTOR SHALL ADJUST FITTING TO ELIMINATE 1/8" GAP WITHOUT FORCING THE JOINT TOGETHER.
4. TEST PRESSURE SHALL BE 50 PSI GREATER THAN THE WORKING PRESSURE OF THE PIPE MEASURED AT THE LOWEST ELEVATION OF THE SYSTEM OR 150 PSI, WHICHEVER IS GREATER.



PROCEDURE FOR CONNECTING NEW WATERLINES TO EXISTING SYSTEM (ALTERNATIVE TO THE OLD INDUSTRIAL STANDARD METHOD): AT THE POINT OF CONNECTION TO THE EXISTING SYSTEM, ALL JOINTS BETWEEN FITTINGS AND VALVES SHALL BE FLANGED. ANY CHANGE REQUIRES WRITTEN APPROVAL FROM THE DEPARTMENT. AT THE JOINT THAT CONNECTS THE EXISTING SYSTEM TO THE NEW LINE, A BLOCKING DEVICE SHALL BE INSTALLED. THIS DEVICE SHALL BE CONSTRUCTED OF 1/8" THICK STEEL PLATE. IT SHALL BE INSTALLED BETWEEN THE TWO FLANGES WITH A GASKET ON EACH SIDE. THIS WILL ALLOW ALL FITTINGS, VALVES, AND THE PIPELINE TO BE DISINFECTED AND PRESSURE TESTED AS ONE UNIT. AFTER THE NEW SYSTEM HAS MET ALL REQUIREMENTS, THE DEPARTMENT WILL ALLOW THE CONTRACTOR TO REMOVE THE BLOCKING DEVICE. THE DEVICE AND BOTH GASKETS ARE TO BE REMOVED AND A NEW GASKET SHALL BE INSTALLED BETWEEN THE FLANGES. THE NEW SYSTEM IS THEN IN SERVICE.

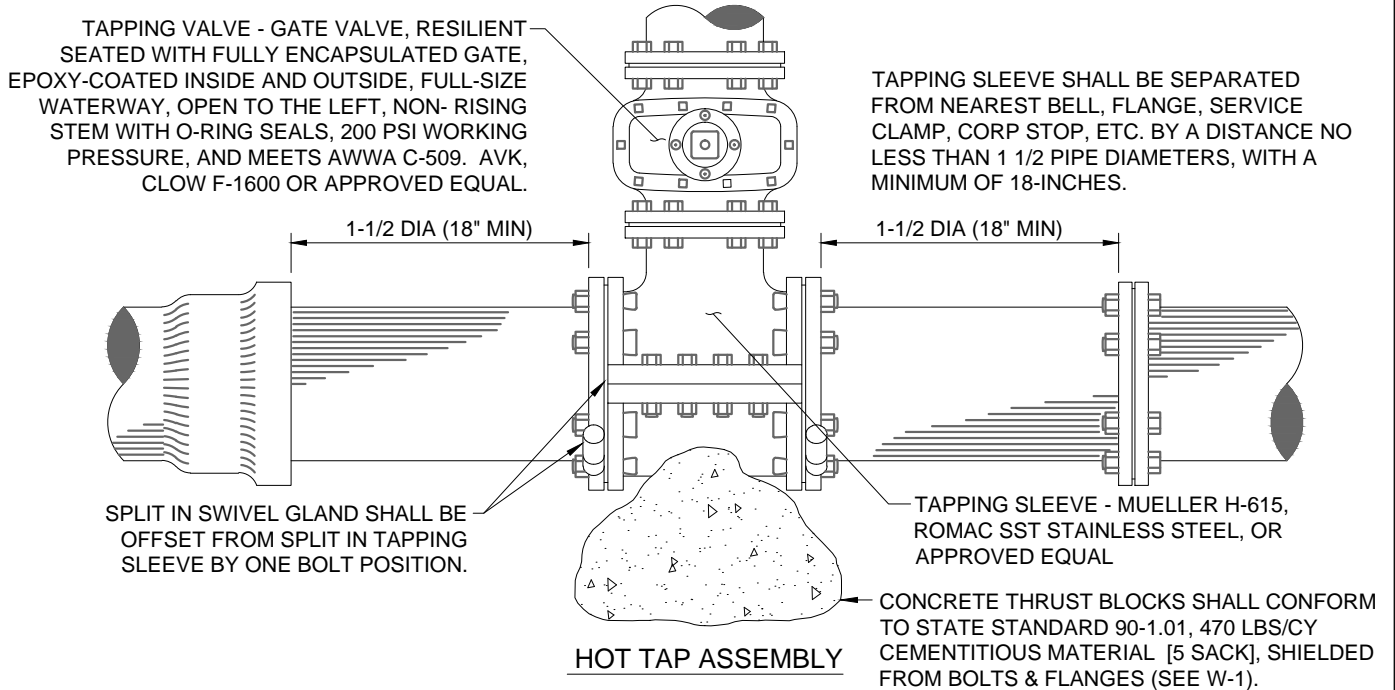
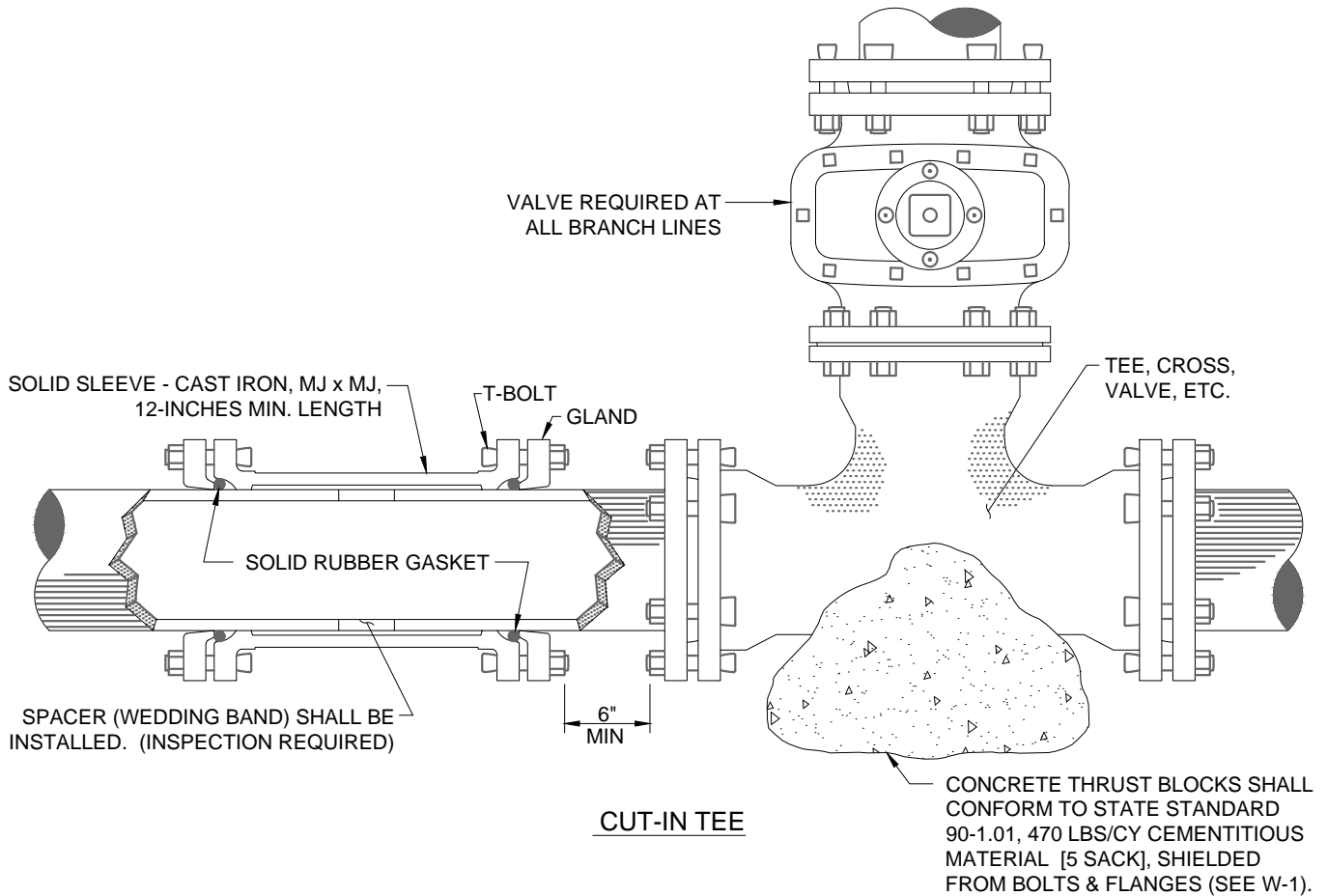


DEPARTMENT OF PUBLIC WORKS & TRANSPORTATION  
**NEW WATERLINE  
 CONNECTION DETAILS**

Scale: NTS	Adopted: 2014
Drawing No:	<b>W-8</b>
Sheet No:	1 OF 1

Revisions

Description	Approved	Date	Description	Approved	Date
THRUST BLOCK NOTES	REM	NOV 07			



DEPARTMENT OF PUBLIC WORKS & TRANSPORTATION  
**WATERLINE CUT-IN TEE  
 & HOT TAP ASSEMBLY**

Scale: NTS	Adopted: 2014
Drawing No: <b>W-10</b>	
Sheet No:	1 OF 1



# Oceano Community Services District

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

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

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**Date:** February 27, 2019

**To:** Board of Directors

**From:** Paavo Ogren, General Manager  
Tony Marraccino, Operations Supervisor  
Casey Stewart, Utilities System Operator, SSMP Program Manager

**Subject:** **Agenda Item #9(C): Submittal of a Sewer System Management Plan (SSMP) 2019 Internal Audit covering Calendar Years 2017 & 2018**

## Recommendation

It is recommended that your Board receive and file the SSMP 2019 Internal Audit.

## Discussion

In April 2015, the Board of Directors approved the 2015 Update to the Sewer System Management Plan (SSMP) in accordance with regulatory requirements established by the State Water Board and administered by the Regional Water Board. The overlying purpose of the SSMP regulations is to ensure that sewer system overflows are either eliminated or minimized. This report summarizes the results of the audit, which is attached.

Overall, the District complied with regulatory reporting requirements and the SSMP requirements to prevent/minimize overflow events. The need to include additional documentation in administrative files is the primary finding from the audit. Improving administrative documentation from the prior audit has been implemented but some continued refinement is still warranted. For example, permits that the District issues to food establishments for Fats, Oils and Greases (FOG permits) had been held by the South San Luis Obispo County Sanitation District since they were providing the program services until 2018. With the recent addition of a permanent part-time administrative staff, those permits are being re-issued in 2019 and will be included in the District's administrative files.

The regulatory requirements include a variety of maintenance and rehabilitation requirements, documentation, and monitoring. The following are the elements included in an SSMP:

1. Agency Goals
2. Agency Organization
3. Legal Authority
4. Operations and Maintenance
5. Design and Performance Provisions
6. Overflow Emergency Response Plan
7. Fats, Oils, and Grease (FOG) Control Program
8. Capacity Management



9. Monitoring, Measurement, and Program Modifications
10. Sewer System Management Plan Audit
11. Communication Program

The SSMP must be updated every five years and is due again in 2020. Prior to the 2020 Update, an update to the Sewer System Master Plan, last completed in 2009, is recommended. Issuing a Request for Proposals for the update is a staff priority at this time and will be completed in the next couple months so that it can be completed by the end of the calendar year.

The attached internal audit has been completed by District staff. Overall, the District had 3 Sewer System Overflows in 2017 and 3 Sewer System Overflows in 2018 which were appropriately reported to the regulatory agencies. The District had zero incidences of discharges into water bodies caused by failure of District facilities. As part of the County's Airpark Drive Bridge Replacement project in 2018, the County contractor did break an active sewer main that resulted in discharges to the Oceano lagoon. Regulatory response on that incident addressed the county project and their contractor and not the District.

### **Other Agency Involvement**

The Regional Water Board is responsible for regulating the District's SSMP implementation. The South San Luis Obispo County Sanitation District was under contract with the District for implementing the Fats-Oil-Grease (FOG) program through 2017 but their staff who had been working on the program pursued other employment. A private firm provided program services in 2018 and is providing training in the first half of 2019 so that District staff can implement for the remainder of 2019 and for future District services.

### **Other Financial Considerations**

None at this time.

### **Results**

Maintaining a Sewer System Management Plan and performing bi-annual audits promotes safe, healthy and well governed communities.

Attachments: 2019 SSMP Internal Audit for 2017 & 2018

# Oceano Community Services District Sewer System Management Plan - Internal Audit Program 2019 Audit (for Calendar Years 2017 and 2018)

The audit program includes excerpts from State Water Board Order wqo2006\_0003, Section D.13, which is the basis for “evaluating the effectiveness of the SSMP and the Enrollee’s compliance with the SSMP requirements” pursuant to Section D.13(x) entitled SSMP Program Audits.

This audit program was adopted by the Oceano Community Services District (OCSD) Board of Directors on January 28, 2015. It is incorporated as Appendix “F” in the 2015 OCSD Sewer System Management Plan.

## **Eleven Elements of the Sewer System Management Plan (SSMP)**

SSMP’s include the following eleven elements unless the enrollee can justify why an elements is not applicable. The 2015 SSMP Update adopted by the OCSD Board of Directors on April 21, 2015 included all eleven elements.

- (i) Goals
- (ii) Organization
- (iii) Legal Authority
- (iv) Operation and Maintenance Program
- (v) Design and Performance Provisions
- (vi) Overflow Emergency Response Plan
- (vii) FOG Control Program
- (viii) System Evaluation and Capacity Assurance Plan
- (ix) Monitoring, Measurement, and Program Modifications
- (x) SSMP Program Audits
- (xi) Communication Program

Each element is audited by 1) evaluating the implementation of prior audit findings, and 2) evaluating the District’s implementation efforts during the audit period in comparison to the adopted SSMP. A narrative is provided for each element, including a discussion on audit steps, findings and a schedule to implement recommendations, if any.



Oceano Community Services District  
 Sewer System Management Plan - Internal Audit Program  
 2019 Audit (for Calendar Years 2017 and 2018)

Element (i) – Goals

SSMP Requirement: Establishing Goals	Were Prior Audit Findings Implemented? (y/n)	Current Findings (C/NC/R)
The goal of the SSMP is to provide a plan and schedule to properly manage, operate, and maintain all parts of the sanitary sewer system. This will help reduce and prevent SSOs, as well as mitigate any SSOs that do occur.	Y	R

Findings: C = Compliant NC = Non-Compliant R = Recommendations

Part One: Implementation of Prior Audit Findings:

Yes new goals were established and included in the 2015 SSMP Update approved by the Board of Directors on April 8, 2015.

Part Two: Comparison to Current SSMP

2(a): Audit Steps:

- i. Are the goals stated in the SSMP still appropriate and accurate?

Yes the goals are still appropriate. No Changes to Goals are recommended.

The 2015 SSMP Update includes goals and objective performance measurements. The following are the stated goals and audit findings.

To be available and responsive to the needs of the public in reference to the public sewer system	Goal was achieved.
To work cooperatively with local, state and federal agencies to reduce, mitigate and properly report SSOs	Goal was achieved. Updated 2015 SSMP and 2016 audit were submitted and ongoing reporting is being met.
To properly manage and maintain the District public sewer system lines to minimize SSOs	Goal was achieved.
To meet all applicable regulatory notification and reporting requirements	Goal was achieved.

# Oceano Community Services District Sewer System Management Plan - Internal Audit Program 2019 Audit (for Calendar Years 2017 and 2018)

The following table compares the objective performance measurements stated in the SSMP versus actual results during the audit period:

100% of monthly CIWQS reports are submitted accurate and on time.	100% were submitted accurately and on time.
100% of work orders are completed, documented and filed in accordance with the SSMP.	Although administrative files were established as a result of the prior audit, some records still need to be included. FOG permits were maintained at South San Luis Obispo County Sanitation District, and will now be kept in the District's Administrative files since the District will be implementing the program in 2019.
100% of any reportable spills are submitted in accordance with the reporting requirements.	100% of reportable spill were submitted in accordance with reporting requirements.
100% of FOG inspections are completed on time	14 out of 15 inspections complete for 2017. The program was implemented in 2017 by the South San Luis Obispo County Sanitation District, whose staff pursued other employment and it is unknown why the one inspection did not occur. 13 out of 15 inspections complete for 2018. The two inspections that did not occur where the result of temporary closure of the food establishments over multiple months.
100% of jetting and maintenance is completed, including for High Maintenance Areas.	100% of jetting and maintenance was completed, including for High Maintenance Areas.
An annual report is place on the Board of Directors agenda each year, no later than February 28 <sup>th</sup> that provides the statistics on these goals for the prior calendar year.	A formal annual reports on goals were not submitted to the Board of Directors in 2018. It should be noted that this goal exceeds the regulatory reporting requirements. Although the goal was not met, violation of regulatory reporting requirements did not occur. Lastly, the Utility System Supervisor provides a verbal report to the Board of Directors on each and every spill during his operations updates included in every regular agenda. Therefore, ongoing updates did provide disclosure to the Board and public. Future years (non-audit years) will include the annual statistics. The next such year is 2021.

## 2(b): Findings:

FOG inspections were not completed 100%. Two instances were the result of temporary closures (multiple month durations). The reason for the missed in inspection in 2017 is unknown but staff of the South San Luis Obispo County Sanitation District, who had been doing inspections, accepted employment elsewhere.

Oceano Community Services District  
Sewer System Management Plan - Internal Audit Program  
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OCSD is now taking over inspection after utilizing a private firm in 2018.

2(c): Schedule to Implement Recommendations, if any.

Administrative Files are now established.

Oceano Community Services District  
 Sewer System Management Plan - Internal Audit Program  
 2019 Audit (for Calendar Years 2017 and 2018)

Element (ii) – Organization

SSMP Requirement: The SSMP must identify individuals and chains of communication.	Were Prior Audit Findings Implemented? (y/n)	Current Findings (C/NC/R)
(a) The name of the responsible or authorized representative as described in Section J of this Order.	n/a	C
(b) The names and telephone numbers for management, administrative, and maintenance positions responsible for implementing specific measures in the SSMP program. The SSMP must identify lines of authority through an organization chart or similar document with a narrative explanation	n/a	C
(c) The chain of communication for reporting SSOs, from receipt of a complaint or other information, including the person responsible for reporting SSOs to the State and Regional Water Board and other agencies if applicable (such as County Health Officer, County Environmental Health Agency, Regional Water Board, and/or State Office of Emergency Services (OES))	n/a	C

Findings: C = Compliant NC = Non-Compliant R = Recommendations

Part One: Implementation of Prior Audit Findings:

Name changes of elected officials did not occur immediately but are being completed including recent changes.

Part Two: Comparison to Current SSMP

2(a): Audit Steps:

- i. Is the SSMP up to date with agency organization and staffing contact information?

The organization chart needs to be updated to names of newly elected Board members and staff phone numbers need to be updated and provided to the Regional Board.

- ii. Are procedures established to comply with the SMMP?

Audit and SSMP Updates reflect necessary procedures. Staff needs to remember to update phone numbers and individual names as changes occur.

Oceano Community Services District  
Sewer System Management Plan - Internal Audit Program  
2019 Audit (for Calendar Years 2017 and 2018)

2(b): Findings:

The names and a phone number in the SSMP was not updated as changes occurred. The discrepancies are minor and do not reflect non-compliance or the need for new recommendations. Additional documentation in the main office, as previously noted, will help ensure that future changes in contact information are timely.

2(c): Schedule to Implement Recommendations, if any.

Updated information will be provided to the Regional Water Board by March 15, 2019.

Oceano Community Services District  
 Sewer System Management Plan - Internal Audit Program  
 2019 Audit (for Calendar Years 2017 and 2018)

**Element (iii) - Legal Authority**

<b>SSMP Requirement: Each Enrollee must demonstrate, through sanitary sewer system use ordinances, service agreements, or other legally binding procedures, that it possesses the necessary legal authority to implement the SSMP</b>	<b>Were Prior Audit Findings Implemented? (y/n)</b>	<b>Current Findings (C/NC/R)</b>
(a) Prevent illicit discharges into its sanitary sewer system (examples may include I/I, storm water, chemical dumping, unauthorized debris and cut roots, etc.)	n/a	C
(b) Require that sewers and connections be properly designed and constructed	n/a	C
(c) Ensure access for maintenance, inspection, or repairs for portions of the lateral owned or maintained by the Public Agency	n/a	C
(d) Limit the discharge of fats, oils, and grease and other debris that may cause blockages	n/a	C
(e) Enforce any violation of its sewer ordinances	n/a	C

Findings: C = Compliant NC = Non-Compliant R = Recommendations

Part One: Implementation of Prior Audit Findings:

n/a.

Part Two: Comparison to Current SSMP

2(a): Audit Steps:

i. Does the SSMP contain up-to-date information about your agency's legal authority?

Yes

ii. Does your agency have sufficient legal authority to control sewer use and maintenance as required?

Yes

2(b): Findings:

2(c): Schedule to Implement Recommendations, if any.

N/A

Oceano Community Services District  
 Sewer System Management Plan - Internal Audit Program  
 2019 Audit (for Calendar Years 2017 and 2018)

**Element (iv) – Operation and Maintenance Program**

SSMP Requirement: The SSMP must include those elements listed.	Were Prior Audit Findings Implemented? (y/n)	Current Findings (C/NC/R)
(a) Maintain an up-to-date map of the sanitary sewer system, showing all gravity line segments and manholes, pumping facilities, pressure pipes and valves, and applicable storm-water conveyance facilities	n/a	C
(b) Describe routine preventive operation and maintenance activities by staff and contractors, including a system for scheduling regular maintenance and cleaning of the sanitary sewer system with more frequent cleaning and maintenance targeted at known problem areas. The Preventative Maintenance (PM) program should have a system to document scheduled and conducted activities, such as work orders	n/a	C
(c) Develop a rehabilitation and replacement plan to identify and prioritize system deficiencies and implement short-term and long-term rehabilitation actions to address each deficiency. The program should include regular visual and TV inspections of manholes and sewer pipes, and a system for ranking the condition of sewer pipes and scheduling rehabilitation. Rehabilitation and replacement should focus on sewer pipes that are at risk of collapse or prone to more frequent blockages due to pipe defects. Finally, the rehabilitation and replacement plan should include a capital improvement plan that addresses proper management and protection of the infrastructure assets. The plan shall include a time schedule for implementing the short- and long-term plans plus a schedule for developing the funds needed for the capital improvement plan	n/a	R
(d) Provide training on a regular basis for staff in sanitary sewer system operations and maintenance, and require contractors to be appropriately trained	n/a	C
(e) Provide equipment and replacement part inventories, including identification of critical replacement parts	n/a	C

Findings: C = Compliant NC = Non-Compliant R = Recommendations

# Oceano Community Services District Sewer System Management Plan - Internal Audit Program 2019 Audit (for Calendar Years 2017 and 2018)

Part One: Implementation of Prior Audit Findings:

The District is implementing the Operations and Maintenance recommendations from the 2015 audit.

Part Two: Comparison to Current SSMP

2(a): Audit Steps:

Are the District's collection system maps complete, up-to-date, and sufficiently detailed?	Yes- Upgrading to electronic versions is desired.
Is the District's preventive maintenance program up-to-date and documented?	Yes.
Is the District's preventative maintenance program sufficient and effective in reducing and preventing SSO's and blockages?	Yes
Are your agency's inspections and condition assessments up-to-date and documented?	Yes
Are the District's scheduled inspections and condition assessment system effective in locating, identifying, and addressing deficiencies?	Yes
Is the District's training program sufficient and documented?	Yes. The District utilized a private firm in 2018 for FOG since staff of the South San Luis Obispo County Sanitation District found new employment. Staff is currently training with the private firm to take over the permitting, inspection and compliance requirements of the program.



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Are the District's equipment and part inventory sufficient and documented?	Yes - Update done annually and due to the limited nature of the inventory a more frequent update is not necessary.  Note: Upgrades to the lift station were completed in 2018 including electrical components. In addition, a new pump was purchased to be available for immediate replacement.
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2(b): Findings:

The District complied with Operations and Maintenance requirements. Upgrading maps and other record keeping into electronic format is ongoing.

2(c): Schedule to Implement Recommendations, if any.

N/A

Oceano Community Services District  
 Sewer System Management Plan - Internal Audit Program  
 2019 Audit (for Calendar Years 2017 and 2018)

Element (v) - Design and Performance Provisions

SSMP Requirement	Were Prior Audit Findings Implemented? (y/n)	Current Findings (C/NC/R)
(a) Design and construction standards and specifications for the installation of new sanitary sewer systems, pump stations and other appurtenances; and for the rehabilitation and repair of existing sanitary sewer systems	n/a	C
(b) Procedures and standards for inspecting and testing the installation of new sewers, pumps, and other appurtenances and for rehabilitation and repair projects	n/a	C

Findings: C = Compliant NC = Non-Compliant R = Recommendations

Part One: Implementation of Prior Audit Findings: N/A

Part Two: Comparison to Current SSMP

2(a): Audit Steps:

- i. Are design and construction standards, as well as standards for inspection and testing of new and rehabilitated facilities, sufficiently comprehensive and up-to-date? Yes
- ii. Are the District's conditions on new development sufficient and up-to-date when modifications to the District's system are needed to provide service to the development? Yes

2(b): Findings:

The District's standards are up to date and sufficient and the conditions on new development are up to date and sufficient. In addition, since the County of San Luis Obispo issues building permits and encroachment permits in County maintained roads. The support of the County is available if construction issues develop.

2(c): Schedule to Implement Recommendations, if any. N/A

Oceano Community Services District  
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 2019 Audit (for Calendar Years 2017 and 2018)

Element (vi) - Overflow Emergency Response Plan

SSMP Requirement: Each Enrollee shall develop and implement an overflow emergency response plan that identifies measures to protect public health and the environment.	Were Prior Audit Findings Implemented? (y/n)	Current Findings (C/NC/R)
(a) Proper notification procedures so that the primary responders and regulatory agencies are informed of all SSOs in a timely manner	n/a	C
(b) A program to ensure an appropriate response to all overflows	n/a	C
(c) Procedures to ensure prompt notification to appropriate regulatory agencies and other potentially affected entities (e.g. health agencies, Regional Water Boards, water suppliers, etc.) of all SSOs that potentially affect public health or reach the waters of the State in accordance with the MRP. All SSOs shall be reported in accordance with this MRP, the California Water Code, other State Law, and other applicable Regional Water Board WDRs or NPDES permit requirements. The SSMP should identify the officials who will receive immediate notification	n/a	C
(d) Procedures to ensure that appropriate staff and contractor personnel are aware of and follow the Emergency Response Plan and are appropriately trained	n/a	C
(e) Procedures to address emergency operations, such as traffic and crowd control and other necessary response activities	n/a	C
(f) A program to ensure that all reasonable steps are taken to contain and prevent the discharge of untreated and partially treated wastewater to waters of the United States and to minimize or correct any adverse impact on the environment resulting from the SSOs, including such accelerated or additional monitoring as may be necessary to determine the nature and impact of the discharge	n/a	C

Findings: C = Compliant NC = Non-Compliant R = Recommendations

Part One: Implementation of Prior Audit Findings:

n/a

Part Two: Comparison to Current SSMP

2(a): Audit Steps:

- i. Does the District maintain up-to-date information on its Overflow Emergency Response Plan? **Yes**

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- ii. Considering the District's information, is the Overflow Emergency Response Plan effective in handling SSO's? [Yes](#)

2(b): Findings:

[Overall, the operating staff does have procedures, are knowledgeable of their response requirements, and is utilizing industry guidelines as needed.](#)

2(c): Schedule to Implement Recommendations, if any.

[n/a](#)

Oceano Community Services District  
 Sewer System Management Plan - Internal Audit Program  
 2019 Audit (for Calendar Years 2017 and 2018)

Element (vii) - FOG Control Program

<b>SSMP Requirement: The Enrollee must prepare and implement a FOG source control program to reduce the amount of these substances discharged to the sanitary sewer system</b>	<b>Were Prior Audit Findings Implemented? (y/n)</b>	<b>Current Findings (C/NC/R)</b>
(a) An implementation plan and schedule for a public education outreach program that promotes proper disposal of FOG	n/a	C
(b) A plan and schedule for the disposal of FOG generated within the sanitary sewer system service area. This may include a list of acceptable disposal facilities and/or additional facilities needed to adequately dispose of FOG generated within a sanitary sewer system service area	n/a	C
(c) The legal authority to prohibit discharges to the system and identify measures to prevent SSOs and blockages caused by FOG	n/a	C
(d) Requirements to install grease removal devices (such as traps or interceptors), design standards for the removal devices, maintenance requirements, BMP requirements, record keeping and reporting requirements	n/a	C
(e) Authority to inspect grease producing facilities, enforcement authorities, and whether the Enrollee has sufficient staff to inspect and enforce the FOG ordinance	n/a	C
(f) An identification of sanitary sewer system sections subject to FOG blockages and establishment of a cleaning maintenance schedule for each section	n/a	C
(g) Development and implementation of source control measures for all sources of FOG discharged to the sanitary sewer system for each section identified above	n/a	C

Findings: C = Compliant NC = Non-Compliant R = Recommendations

Part One: Implementation of Prior Audit Findings: n/a

Oceano Community Services District  
Sewer System Management Plan - Internal Audit Program  
2019 Audit (for Calendar Years 2017 and 2018)

Part Two: Comparison to Current SSMP

2(a): Audit Steps:

- i. Does the District maintain up-to-date information on its FOG control program? [Yes, including through inspection conducted by staff of the South San Luis Obispo County Sanitation District \(2017\) and a private firm \(2018\).](#)
- ii. Is the FOG control program effective? [Yes – Zero Notices of Violation occurred during the audit period.](#)

2(b): Findings: [none](#)

2(c): Schedule to Implement Recommendations, if any. [n/a](#)

Oceano Community Services District  
 Sewer System Management Plan - Internal Audit Program  
 2019 Audit (for Calendar Years 2017 and 2018)

Element (viii) - System Evaluation and Capacity Assurance Plan

<b>SSMP Requirement: The Enrollee shall prepare and implement a capital improvement plan (CIP) that will provide hydraulic capacity of key sanitary sewer system elements for dry weather peak flow conditions, as well as the appropriate design storm or wet weather event.</b>	<b>Were Prior Audit Findings Implemented? (y/n)</b>	<b>Current Findings (C/NC/R)</b>
<p>(a) <b>Evaluation:</b> Actions needed to evaluate those portions of the sanitary sewer system that are experiencing or contributing to an SSO discharge caused by hydraulic deficiency. The evaluation must provide estimates of peak flows (including flows from SSOs that escape from the system) associated with conditions similar to those causing overflow events, estimates of the capacity of key system components, hydraulic deficiencies (including components of the system with limiting capacity) and the major sources that contribute to the peak flows associated with overflow events</p>	<p>n/a</p>	<p>C</p>
<p>(b) <b>Design Criteria:</b> Where design criteria do not exist or are deficient, undertake the evaluation identified in (a) above to establish appropriate design criteria</p>	<p>n/a</p>	<p>C</p>
<p>(c) <b>Capacity Enhancement Measures:</b> The steps needed to establish a short- and long-term CIP to address identified hydraulic deficiencies, including prioritization, alternatives analysis, and schedules. The CIP may include increases in pipe size, I/I reduction programs, increases and redundancy in pumping capacity, and storage facilities. The CIP shall include an implementation schedule and shall identify sources of funding</p>	<p>n/a</p>	<p>R</p>
<p>(d) <b>Schedule:</b> The Enrollee shall develop a schedule of completion dates for all portions of the capital improvement program developed in (a)-(c) above. This schedule shall be reviewed and updated consistent with the SSMP review and update requirements as described in Section D. 14</p>	<p>n/a</p>	<p>C</p>

Findings: C = Compliant NC = Non-Compliant R = Recommendations

Part One: Implementation of Prior Audit Findings:

N/A

# Oceano Community Services District Sewer System Management Plan - Internal Audit Program 2019 Audit (for Calendar Years 2017 and 2018)

## Part Two: Comparison to Current SSMP

### 2(a): Audit Steps:

- i. Does the District maintain up-to-date information about its capacity assessment? [Yes, see below.](#)
- ii. Has the District completed a capacity assessment and identified and addressed any hydraulic deficiencies in the system? [Yes; no hydraulic deficiencies identified.](#)

### 2(b): Findings:

[These audit findings are consistent with the 2015 audit, which follows.](#)

[In the 2010 SSMP, the engineering consultant provided a “Technical Memorandum Wastewater Collection System Study” dated September 16, 2009. In that technical memorandum, it states “At this time, there are no identified system capacity concerns and therefore no capital improvement projects are recommended.” The District continues to rely upon this Technical Memorandum. Prior to the 2020 SSMP update, an update of the 2009 Technical Memorandum should be completed. Staff efforts to prepare a request for proposal to prepare an update to the 2009 evaluation and a capital improvement plan.](#)

### 2(c): Schedule to Implement Recommendations, if any.

[Within the current calendar year, the system capacity analysis and CIP should be updated.](#)



Oceano Community Services District  
 Sewer System Management Plan - Internal Audit Program  
 2019 Audit (for Calendar Years 2017 and 2018)

Element (ix) - Monitoring, Measurement, and Program Modifications

SSMP Requirement	Were Prior Audit Findings Implemented? (y/n)	Current Findings (C/NC/R)
Maintain relevant information that can be used to establish and prioritize appropriate SSMP activities	n/a	C
Monitor the implementation and, where appropriate, measure the effectiveness of each element of the SSMP	n/a	C
Assess the success of the preventative maintenance program	n/a	C
Update program elements, as appropriate, based on monitoring or performance evaluations	n/a	C
Identify and illustrate SSO trends, including: frequency, location, and volume	n/a	C

Findings: C = Compliant NC = Non-Compliant R = Recommendations

Part One: Implementation of Prior Audit Findings:

Part Two: Comparison to Current SSMP

2(a): Audit Steps:

- i. Does the District maintain up-to-date information about its data collection and organization? **Yes.**
- ii. Is the District's data collection and organization sufficient to evaluate the effectiveness of your SSMP? **Overall Yes. Some information still needs to be included in administrative files such as FOG permits.**

2(b): Findings:

n/a

2(c): Schedule to Implement Recommendations, if any. n/a

Oceano Community Services District  
 Sewer System Management Plan - Internal Audit Program  
 2019 Audit (for Calendar Years 2017 and 2018)

Element (x) - SSMP Program Audits

SSMP Requirement	Were Prior Audit Findings Implemented? (y/n)	Current Findings (C/NC/R)
The Enrollee shall conduct periodic internal audits, appropriate to the size of the system and the number of SSOs. At a minimum, these audits must occur every two years and a report must be prepared and kept on file. This audit shall focus on evaluating the effectiveness of the SSMP and the Enrollee’s compliance with the SSMP requirements identified in this subsection (D.13), including identification of any deficiencies in the SSMP and steps to correct them.	Yes	C

Findings: C = Compliant NC = Non-Compliant R = Recommendations

Part One: Implementation of Prior Audit Findings:

Implementation of prior audit findings were substantially complete. Each element of this audit identifies which items continue to be work in progress. Primarily, adding records in the District’s Administrative Office so that they are 100% complete.

Since it is appropriate to conduct the audits and related SSMP activities based on the size of the system and number of SSO’s, the various recommendations included in the audit often exceed the basic regulatory requirements. Nevertheless, continuous enhancements support effective program implementation and will be continued.

Lastly, a new audit program was incorporated into the 2015 SSMP update, as recommended.

Part Two: Comparison to Current SSMP

2(a): Audit Steps:

Are the District’s audits being completed in a timely manner with sufficient detail and findings to ensure that the SSMP is updated in a timely manner and that any changes to the District’s policies, procedures and practices are implemented in a timely manner?

Yes

Will this SSMP Audit be submitted with the Annual Report to the Regional Water Board by March 15? Yes.

Oceano Community Services District  
Sewer System Management Plan - Internal Audit Program  
2019 Audit (for Calendar Years 2017 and 2018)

2(b): Findings:

Although continuous improvements are recommended, the District is complying with SSMP requirements, SSO response requirements, and the overall requirements of the SSMP.

2(c): Schedule to Implement Recommendations, if any.

No audit related recommendations.

Oceano Community Services District  
 Sewer System Management Plan - Internal Audit Program  
 2019 Audit (for Calendar Years 2017 and 2018)

**Element (xi) - Communication Program**

SSMP Requirement	Were Prior Audit Findings Implemented? (y/n)	Current Findings (C/NC/R)
The Enrollee shall communicate on a regular basis with the public on the development, implementation, and performance of its SSMP. The communication system shall provide the public the opportunity to provide input to the Enrollee as the program is developed and implemented	Yes	C
The Enrollee shall also create a plan of communication with systems that are tributary and/or satellite to the Enrollee's sanitary sewer system	n/a	n/a

Findings: C = Compliant NC = Non-Compliant R = Recommendations

Part One: Implementation of Prior Audit Findings:

The 2015 Audit included 3 public hearings 1) An Update to the SSMP Audit Guidelines, 2) Submittal of the 2015 Internal Audit (for the two years ending December 31, 2014) and 3) Approval of the 2015 SSMP Update.

Part Two: Comparison to Current SSMP

2(a): Audit Steps:

- i. Does the District maintain up-to-date information about its public outreach activities? [Yes – Information is provided to FOG customers and any overflows from private property.](#)
- ii. Does the District maintain up-to-date information about its communications with satellite and tributary agencies? [Yes. The FOG program is coordinated with SSLOCSD and emergency events are coordinated.](#)
- iii. Does the District effectively communicated with the public and other agencies about the SSMP, and address feedback? [Yes, SSMP updates provided to the Regional Board.](#)

2(b): Findings: [Did not post to the web \(other than on the agenda items\).](#)

2(c): Schedule to Implement Recommendations, if any. [n/a](#)



# Oceano Community Services District

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

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

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**Date:** February 27, 2019

**To:** Board of Directors

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

**Subject:** **Agenda Item #9(D): Consideration of a Recommendation to review the 2019-20 Proposed Zone 3 Budget and provide the Zone 3 committee representative with direction as deemed appropriate**

## **Recommendation**

It is recommended that your Board review the Proposed 2019-20 Zone 3 Budget and provide the Zone 3 committee representative with direction as deemed appropriate.

## **Discussion**

The attached proposed 2019-20 budget for Zone 3 (Lopez Water) was introduced at the Zone 3 Advisory Committee meeting on January 17, 2019. The Committee will consider it at the March 21<sup>st</sup> meeting. Consistent with prior years, a meeting of the Finance Directors of the participating agencies was scheduled to review the budget in advance of the March Zone 3 Advisory Committee meeting.

Overall, the 2019-20 billing to the District will be \$505,069 or an increase of \$14,321 (2.9%) in comparison to the current year amount of \$490,748, which is the amount reflected in the District's 2018-19 budget. The two primary reasons for the increase are the non-routine operations and maintenance and capital outlay projects. The largest projects for fiscal year 2019-20 are the studies related to the Habitat Conservation Plan, the implementation of a Cloud Seeding Program, and the spillway physical investigation required by the Division of Safety of Dams. The Cloud Seeding is the only discretionary project at an estimated cost of \$300,000 with the Oceano CSD share estimated at \$20,000.

## **Other Agency Involvement**

The San Luis Obispo County Flood Control and Water Conservation District owns and operates Lopez Dam and the Zone 3 water conveyance facilities. The Cities of Arroyo Grande, Pismo Beach and Grover Beach, and County Service Area No. 12 (Avila Valley) also obtain water from Zone 3 and pay for their proportional share of costs.



**Other Financial Considerations**

n/a

**Results**

The Lopez Water supply is an important component of the District's water supply portfolio and supports healthy and livable communities.

Attachments:

Proposed Zone 3 2019-20 Budget

# Flood Control Zone 3

## Proposed Budget



For  
Fiscal Year

**2019-20**



# FLOOD CONTROL ZONE 3 2019-20 PROPOSED BUDGET

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**January 17, 2019**

**MEMORANDUM**

**TO:** Flood Control Zone 3 Advisory Committee

**FROM:** Lynette O’Neil, San Luis Obispo County Public Works Finance Manager

**SUBJECT:** Flood Control Zone 3 - Proposed Budget FY 2019-20

The 2019-20 Flood Control Zone 3 Proposed Budget has been prepared by the County Department of Public Works for your review. The proposed budget documents will be submitted to the Zone 3 Advisory Committee members at the January 17, 2019 meeting. The proposed budget will also be mailed to the contracting agencies’ Finance Directors and Technical Advisory Committee (TAC) members and City/General Managers. An in-depth review with agency Finance Staff, Technical Staff and City Managers will be held before final review by the Zone 3 Advisory Committee, scheduled for **March 21, 2019**.

A summary of the changes from the 2018-19 budget to the proposed 2019-20 budget is as follows:

Description	2018-19 Budget	2019-20 Budget	Dollar Change	Percentage Change
<b>Operations &amp; Maintenance</b>				
Billable Routine	3,993,325	3,892,474	-100,851	-2.5%
Billable Non-Routine	313,866	576,799	262,933	83.8%
<b>Total O&amp;M</b>	<b>4,307,191</b>	<b>4,469,273</b>	<b>162,082</b>	<b>3.8%</b>
Billable Capital Outlay/Reserves	325,000	409,153	84,153	25.9%
Billable Debt Service	2,516,631	2,493,786	-22,845	-0.9%
<b>Total Contractor Billings</b>	<b>\$7,148,822</b>	<b>\$7,372,212</b>	<b>\$223,390</b>	<b>3.1%</b>

## **Variance Discussion:**

The overall contractor billings will increase by 3.1% for FY 2019-20. Overall operations and maintenance billings have increased approximately 3.8%. Various schedules are provided within this document that will allow the reader to determine details related to the changes between the 2019-20 proposed budget and the 2018-19 current budget. On a bottom line basis, total billings to agencies are approximately \$223,000 more than the current year and \$139,000 more than the five-year plan.

The following further explains the major reasons for the changes.

### **Billable Routine O&M Expenditures - (Decrease of 2.5%)**

The decrease in Routine O&M is due to a reduction in the labor budgeted for the Utilities Division Engineer. This reduction aligns the budgeted hours more closely with actual time spent on Zone 3.

### **Billable Non-Routine O&M Expenditures - (Increase of 83.8%)**

These are expenditures that run from one to three years for special projects and studies. This year's budget includes a consultant to perform instream studies related to the Habitat Conservation Plan and implementation of a Cloud Seeding Program. The Technical Advisory Committee reviewed and approved the Non-Routine O&M projects in conjunction with the Capital projects. The proposed budget for these two categories combined is \$986,000.

### **Billable Capital Outlay/Reserves - (Increase of 25.9%)**

These expenditures are "pay-as-you-go" capital expenditures that are not generally funded through use of Flood Control Zone 3 reserves and/or other sources of funding such as grants or loans. Projects within this category are included on the 5-Year Capital Outlay Plan which has been reviewed and approved by the Technical Advisory Committee prior to being included in this proposed budget. This year, expenditures in this category total \$409,000. The details of each of these projects may be found on page 15.

### **Billable Debt Service - (Decrease of .9%)**

The debt service costs should remain at this level until the Bonds are paid off in the year 2030 or until refinanced. Minor fluctuations in billable amounts are due to fluctuating tax estimates that are collected and dedicated toward debt service.

Reserve Policies (see pages 8-10 for projected reserve levels)

**DISTRICT FUNDED RESERVES:**

*The balances within these reserves are derived from pre-2000 property tax revenues, and annual interest earnings and rents.*

*1976 – 2000: A portion of the 1% property tax established by Proposition 13 was annually apportioned to the Flood Control District. Of those Flood Control District’s funds, a portion was further segregated annually into Zone 3, although the funds are not legally restricted to use within Zone 3.*

*2000: Pursuant to the Zone 3 Water Contracts, the above-mentioned funds annually segregated into Zone 3 were contractually restricted to paying debt service on the Lopez Dam seismic remediation project. Therefore, funds existing in Zone 3 District Reserves since 2000 are essentially a “draw down” account utilized towards Zone 3 projects and efforts, though not legally restricted to use within Zone 3.*

**Operating Reserves** - the District will strive to maintain an operating reserve at a minimum of 50% of routine operations and maintenance expenditures.

**Designated Reserves** - Reserves collected and set aside for significant scheduled maintenance and capital costs will be separately identified as part of the annual proposed budget and will be incorporated in the annual final budget only after review by the Zone 3 Advisory Committee.

The Zone 3 Advisory Committee has recommended utilizing the District Funded Designated Reserves toward the efforts shown in the following chart. Specific requests by the Advisory Committee require approval by the San Luis Obispo County Board of Supervisors either via the annual budget process or mid-year requests prior to their use.

<b>Estimated Available Balance</b>	<b>District Funded Designated Reserves Utilization Plan</b>
\$50,000	HCP Efforts
\$132,741	Santa Maria Groundwater Basin Model
\$89,501	Arroyo Grande Creek Watershed Stormwater Resource Plan (Prop 1 Grant match)
\$386,563	Public safety related to water quality and quantity purposes
<b>\$658,805</b>	<b>TOTAL District Funded Designated Reserves Projected at 6/30/20</b>

**CONTRACTOR FUNDED RESERVES:**

These reserves are funded by contributions from individual contractors or other participants of the District project. Additions to these reserves will be made via annual billings based on approved budgeted amounts. Any distributions of these reserves will be based on actual requirements. These reserves will be accounted for separately by contributor. The annual budget process will provide a statement of reserve activity. A portion of the costs of significant scheduled maintenance items or capital items, as identified in the long-range capital improvement plan, may be set aside in each annual budget of the District. Additionally, each agency may opt to establish reserves to be used to stabilize billings from year to year. Said reserves will be separately identified and will be incorporated in the annual final budget only after review by the Zone 3 Advisory Committee.

**DEBT RESERVES:**

Debt reserves are contractually mandated and are not addressed as part of this policy.

**Flood Control Zone 3  
Funding Sources for Budget  
For Fiscal Year 2019-20**

A	B	C	D	E	F	G	H	I	J	K
Expenditure Type	Amount	Contractor Bills	FCZ 3 Reserves	FCZ3 Property Tax (portion of 1% Prop 13)	G.O. Tax Collection: Unincorp Areas	G.O. Tax Collection: Contracting Agencies	Interest Earnings	Rents	Other - Reimbursable	Total
2 Debt Service	\$ 3,646,137	\$2,493,786	\$ -	\$ 318,476	\$ 38,267	\$ 795,608	\$ -	\$ -	\$ -	\$ 3,646,137
3 O & M - Routine	3,894,400	3,892,474	-	-	-	-	-	-	1,926	3,894,400
4 O & M - Non-Routine	576,799	576,799	-	-	-	-	-	-	-	576,799
5 Capital Outlay	409,153	409,153	-	-	-	-	-	-	-	409,153
6 <b>Sub Total</b>	<b>8,526,489</b>	<b>7,372,212</b>	<b>-</b>	<b>318,476</b>	<b>38,267</b>	<b>795,608</b>	<b>-</b>	<b>-</b>	<b>1,926</b>	<b>8,526,489</b>
7 Available for Reserves	104,100	-	-	-	-	-	96,000	8,100	-	104,100
8 <b>Grand Total</b>	<b>\$ 8,630,589</b>	<b>\$ 7,372,212</b>	<b>\$ -</b>	<b>\$ 318,476</b>	<b>\$ 38,267</b>	<b>\$ 795,608</b>	<b>\$ 96,000</b>	<b>\$ 8,100</b>	<b>\$ 1,926</b>	<b>\$ 8,630,589</b>

**Flood Control Zone 3  
Funding Sources for Budget  
For Fiscal Year 2018-19**

	A	B	C	D	E	F	G	H	I	J	K
	Expenditure Type	Amount	Contractor Bills	FCZ 3 Reserves	FCZ3 Property Tax (portion of 1% Prop 13)	G.O. Tax Collection: Unincorp Areas	G.O. Tax Collection: Contracting Agencies	Interest Earnings	Rents	Other - Reimbursable	Total
2	Debt Service	\$ 3,653,326	\$ 2,516,631	\$ -	\$ 302,570	\$ 38,870	\$ 795,255	\$ -	\$ -	\$ -	\$ 3,653,326
3	O & M - Routine	3,996,107	3,993,325	-	-	-	-	-	-	2,782	3,996,107
4	O & M - Non-Routine	313,866	313,866	-	-	-	-	-	-	-	313,866
5	Capital Outlay	325,000	325,000	-	-	-	-	-	-	-	325,000
6	<b>Sub Total</b>	<b>8,288,299</b>	<b>7,148,822</b>	<b>-</b>	<b>302,570</b>	<b>38,870</b>	<b>795,255</b>	<b>-</b>	<b>-</b>	<b>2,782</b>	<b>8,288,299</b>
7	Available for Reserves	67,900	-	-	-	-	-	60,000	7,900	-	67,900
8	<b>Grand Total</b>	<b>\$ 8,356,199</b>	<b>\$ 7,148,822</b>	<b>\$ -</b>	<b>\$ 302,570</b>	<b>\$ 38,870</b>	<b>\$ 795,255</b>	<b>\$ 60,000</b>	<b>\$ 7,900</b>	<b>\$ 2,782</b>	<b>\$ 8,356,199</b>

**Flood Control Zone 3**  
**Funding Sources for Budget**  
**For Fiscal Year 2019-20 vs. 2018-19**

A	B	C	D	E	F	G	H	I	J	K
Expenditure Type	Amount	Contractor Bills	FCZ 3 Reserves	FCZ3 Property Tax (portion of 1% Prop 13)	G.O. Tax Collection: Unincorp Areas	G.O. Tax Collection: Contracting Agencies	Interest Earnings	Rents	Other - Reimbursable	Total
2 Debt Service	\$ (7,189)	\$ (22,845)	\$ -	15,906	\$ (603)	\$ 353	\$ -	\$ -	\$ -	\$ (7,189)
3 O & M - Routine	(101,707)	(100,851)	-	-	-	-	-	-	(856)	(101,707)
4 O & M - Non-Routine	262,933	262,933	-	-	-	-	-	-	-	262,933
5 Capital Outlay	84,153	84,153	-	-	-	-	-	-	-	84,153
6 <b>Sub Total</b>	<b>238,190</b>	<b>223,390</b>	-	<b>15,906</b>	<b>(603)</b>	<b>353</b>	-	-	<b>(856)</b>	<b>238,190</b>
7 Available for Reserves	36,200	-	-	-	-	-	36,000	200	-	36,200
8 <b>Grand Total</b>	<b>\$ 274,390</b>	<b>\$ 223,390</b>	<b>\$ -</b>	<b>\$ 15,906</b>	<b>\$ (603)</b>	<b>\$ 353</b>	<b>\$ 36,000</b>	<b>\$ 200</b>	<b>\$ (856)</b>	<b>\$ 274,390</b>

### Flood Control Zone 3

## Summary of Proposed and Prior Year Budgets Fiscal Years 2019-20 and 2018-19

A	B	C	D	E	F	G	H	I	
		<b>Proposed Budget 2019-20</b>							
		<b>Arroyo Grande</b>	<b>Grover Beach</b>	<b>Pismo Beach</b>	<b>CSA 12</b>	<b>Oceano CSD</b>	<b>Other</b>	<b>Total Agency Budgets</b>	
1		\$ 1,373,521	\$ 420,200	\$ 324,220	\$ 211,247	\$ 164,599	\$ -	\$ 2,493,786	
2		1,872,258	666,121	703,325	344,216	274,522	32,031	3,892,474	
3	Debt Service								
4	Operations and Maintenance								
5	Non Routine Operations and Maintenance								
6	Capital Outlay	206,835	72,257	72,257	30,438	27,367	-	409,153	
7									
8	Total	\$ 3,744,196	\$ 1,260,441	\$ 1,201,665	\$ 628,811	\$ 505,069	\$ 32,031	\$ 7,372,212	

A	B	C	D	E	F	G	H	I	
		<b>Prior Fiscal Year 2018-19</b>							
		<b>Arroyo Grande</b>	<b>Grover Beach</b>	<b>Pismo Beach</b>	<b>CSA 12</b>	<b>Oceano CSD</b>	<b>Other</b>	<b>Total Agency Budgets</b>	
9		\$ 1,387,492	\$ 425,437	\$ 324,842	\$ 213,336	\$ 165,524	\$ -	\$ 2,516,632	
10		1,866,334	666,817	735,495	396,627	282,492	45,560	3,993,325	
11	Debt Service								
12	Operations and Maintenance								
13	Non Routine Operations and Maintenance								
14	Capital Outlay	158,665	55,429	55,429	23,349	20,994	-	313,866	
15		164,294	57,395	57,395	24,178	21,738	-	325,000	
16	Total	\$ 3,576,785	\$ 1,205,078	\$ 1,173,161	\$ 657,490	\$ 490,748	\$ 45,560	\$ 7,148,823	

A	B	C	D	E	F	G	H	I	
		<b>Proposed Budget Vs Prior Fiscal Year</b>							
		<b>Arroyo Grande</b>	<b>Grover Beach</b>	<b>Pismo Beach</b>	<b>CSA 12</b>	<b>Oceano CSD</b>	<b>Other</b>	<b>Total Agency Budgets</b>	
17		\$ (13,971)	\$ (5,237)	\$ (622)	\$ (2,089)	\$ (925)	\$ -	\$ (22,845)	
18		5,924	(696)	(32,170)	(52,411)	(7,970)	(13,529)	(100,851)	
19	Debt Service								
20	Operations and Maintenance								
21	Non Routine Operations and Maintenance	132,918	46,434	46,434	19,560	17,587	-	262,933	
22	Capital Outlay	42,541	14,861	14,861	6,280	5,629	-	84,153	
23									
24	Total	\$ 167,411	\$ 55,363	\$ 28,503	\$ (28,680)	\$ 14,321	\$ (13,529)	\$ 223,390	

Flood Control Zone 3 Billing Analysis for 2019-20 Proposed Budget

1/10/2019

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	P	Q	R	S	
			Dist. Method	Arroyo Grande	Grover Beach	Pismo Beach	CSA 12	Oceano CSD	FC Zone 3 District Reserves	Avila Beach CSD	Avila Mutual Water	San Miguelito Water	SL Coastal Unified	FCZ3 Property Tax (portion of 1% Prop 13)	G.O. Tax Collection: Unincorp Areas	G.O. Tax Collection: Contracting Agencies	Other: Reimbursable	TOTAL	
1																			
2		4530 ACRE FEET		2,290	800	800	337	303										4,530	
3		Percentage based on Acre Feet Entitlement	A	50.55%	17.66%	17.66%	7.44%	6.69%										100.00%	
4		Percentage used for Unit C	E		41.30%		17.40%											100.00%	
5		Percentage used for Unit E	F			70.36%	29.64%											100.00%	
6		Percentage used for Unit F	G			54.27%	45.73%											100.00%	
7		DEBT SERVICE																	
8		BONDS:																	
9		BOND INTEREST		790,663										142,613	17,136	356,036		790,663	
10		BOND PRINCIPAL		975,000										175,862	21,131	439,043		975,000	
11		ADMIN FEE		3,000												530		3,000	
12		OCSO LOAN		41,577				41,577										41,577	
13		STATE REVOLVING FUND LOAN:																	
14		LOAN INTEREST	A	401,402														401,402	
15		LOAN PRINCIPAL	A	1,270,480														1,270,480	
16		RESERVE REQUIREMENTS	A	164,015														164,015	
17		TOTAL DEBT SERVICE		\$3,646,137										\$318,476	\$38,267	\$795,608	\$0	\$3,646,137	
		OPERATIONS AND MAINTENANCE																	
		Routine																	
18		UNIT A - MAIN DAM	A	320,073														320,073	
19		TERMINAL DAM	A	186,695														186,695	
20		WATER TREATMENT	A	2,482,708														2,482,708	
21		UNIT B	A	12,735														12,735	
22		UNIT B, Part 2 (with state water)	A	15,105														15,105	
23		ARROYO GRANDE METER STATION	E	12,469														12,469	
24		UNIT C	E	8,785														8,785	
25		UNIT D	E	6,896														6,896	
26		GROVER BEACH METER STATION	E	12,785														12,785	
27		OCEANO METER VAULT	E	11,685														11,685	
28		UNIT E	F	11,524														11,524	
29		PISMO BEACH METER STATION	F	12,548														12,548	
30		UNIT F	G	7,228														7,228	
31		UNIT G	G	6,392														6,392	
32		UNIT H	G	6,962														6,962	
33		UNIT I	G	20,706														20,706	
34		UNIT J	G	13,955														13,955	
35		AVILA & PORT METER STATION	A	14,263														14,263	
36		SAN MIGUELITO LAB CHARGES	A	2,400								2,400						2,400	
37		SAN MIGUELITO METER STATION	A	10,467								10,467						10,467	
38		STAFF TIME FOR CONTRACT CHANGE MODELING	A	5,353														5,353	
39		LOW RESERVOIR RESPONSE PLAN REVISIONS	A	5,353														5,353	
40		ANNUAL PERMITS	A	20,343														20,343	
41		FCZ3 SCADA EFFORTS O&M	A	94,107														94,107	
42		GENERAL	A	30,042														30,042	
43		TWO EFFORTS SPECIAL PROJECT	A	0														0	
44		COUNTY WIDE OVERHEAD	A	62,641														62,641	
45		SB2557 EXPENDITURES	A	4,941														4,941	
46		UTILITIES DIVISION	A	173,657														173,657	
47		ACCOUNTING & ADMINISTRATION	A	113,012														113,012	
48		ADVISORY GROUP MEETINGS	A	38,069														38,069	
49		RESIDENCES MAINTENANCE	A	8,237														8,237	
50		DBP RULE	A	1,202														1,202	
51		RODRIGUEZ BRIDGE ENVIRONMENTAL MONITORING	A	0														0	
52		ENVIRONMENTAL MONITORING	A	34,075														34,075	
53		QUAGGA MUSSEL MONITORING	A	47,694														47,694	
54		ELECTRICAL EQUIP ANALYSIS (TEGG)	A	17,108														17,108	
55		STREAM GAGES	A	5,822														5,822	
56		LOPEZ AT&T CELL SITE LEASE PRELIM EFFORT	A	1,926													1,926	1,926	
57		Adjust for State Water Wheeling		54,437		25,410	0	9,864		5,911	2,531	10,134	588					54,437	
58		TOTAL ROUTINE O & M		\$3,894,400	\$1,872,258	\$666,121	\$703,325	\$344,216	\$274,522	\$0	\$5,911	\$2,531	\$23,001	\$588	\$0	\$0	\$0	\$1,926	\$3,894,400
		Non Routine																	
59		FCZ 3 LOPEZ WATER RIGHTS/HCP	A	114,956														114,956	
60		PIGGING - UNIT B	A	0														0	
61		ISF SHARED EQUIPMENT CONTRIBUTION	A	36,843														36,843	
62		DOMESTIC & FIREFLOW TANKS ASSESSMENT	A	0														0	
63		SPILL PREVENTION VALVE #5 & #11 REPLACEMENT	A	0														0	
64		EQUIPMENT AUDIT/REPLACEMENT PLAN	A	25,000														25,000	
65		EXISTING BYPASS PIPELINE CONDITION ASSESSMENT	A	0														0	
66		WATER TREATMENT ALTERNATIVES STUDY	A	0														0	
67		CLOUD SEEDING PROGRAM	A	300,000														300,000	
68		REPAIR FAULT ZONE AT LEFT DAM ABUTMENT	A	0														0	
69		REPAIRS TO DOMESTIC & FIREFLOW TANKS	A	100,000														100,000	
70		Adjust for State Water Wheeling - Piggling Portion		0		0	0	0		0	0	0	0					0	
71		TOTAL NON-ROUTINE O & M		\$576,799	\$291,583	\$101,863	\$101,863	\$42,910	\$38,581	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$576,799
		Capital Outlay / Reserves																	
72		POWER MONITORING PROJECT	A	0														0	
73		IMPROVED BOAT ACCESS AT TERMINAL RESERVOIR	A	0														0	
74		AMMONIA ANALYZER EQUIPMENT REPLACEMENTS (2 EACH)	A	0														0	
75		CATHODIC PROTECTION SURVEY	A	0														0	
76		STRUCTURAL ASSESSMENT OF TERMINAL RESERVOIR DAM	A	90,000														90,000	
77		EQUIPMENT STORAGE GARAGE DESIGN	A	0														0	
78		SAFETY UPGRADES TO WTP	A	49,153														49,153	
79		REBUILD MEMBRANE FEED PUMPS	A	0														0	
80		SPILLWAY PHYSICAL INVESTIGATION	A	200,000														200,000	
81		UNANTICIPATED EQUIPMENT REPLACEMENT (ANNUAL)	A	55,000														55,000	
82		AGENCY FUNDED RESERVES FOR FUTURE EQUIPMENT/CAPITAL REPLACEMENT	A	15,000														15,000	
83		TOTAL CAPITAL OUTLAY / RESERVES		\$409,153	\$206,835	\$72,257	\$72,257	\$30,438	\$27,367	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$409,153
84		TOTAL NON-ROUTINE O&M AND CAPITAL OUTLAY		\$985,952	\$498,417	\$174,120	\$174,120	\$73,348	\$65,948	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$985,952
85		GRAND TOTAL		\$8,526,489	\$3,744,196	\$1,260,441	\$1,201,665	\$628,811	\$505,069	\$0	\$5,911	\$2,531	\$2						



Flood Control Zone 3 Billing Analysis for 2018-19 Proposed Budget

1/10/2019

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	P	Q	R	S	
			Dist. Method	Arroyo Grande	Grover Beach	Pismo Beach	CSA 12	Oceano CSD	FC Zone 3 Reserves	District	Avila Beach CSD	Avila Mutual Water	San Miguelito Water	SL Coastal Unified	FCZ3 Property Tax (portion of 1% Prop 13)	G.O. Tax Collection: Unincorp Areas	G.O. Tax Collection: Contracting Agencies	Other: Reimbursable	TOTAL
<b>4530 ACRE FEET</b>																			
Percentage based on Acre Feet Entitlement			A	2,290	800	800	337	303											4,530
Percentage used for Unit C			E	50.55%	17.66%	17.66%	7.44%	6.69%											100.00%
Percentage used for Unit E			F		41.30%	41.30%	17.40%												100.00%
Percentage used for Unit F			G			70.36%	29.64%												100.00%
Percentage used for Unit G						54.27%	45.73%												100.00%
<b>DEBT SERVICE</b>																			
BONDS:																			
BOND INTEREST	833,638			215,003	47,165	0	35,945	0							142,615	18,321	374,589		833,638
BOND PRINCIPAL	935,000			241,145	52,900	0	40,315	0							159,955	20,549	420,136		935,000
ADMIN FEE	3,000			1,517	530	0	223	201									530		3,000
OCSD LOAN	42,266							42,266											42,266
STATE REVOLVING FUND LOAN:																			
LOAN INTEREST	437,662		A	221,236	77,291	77,291	32,562	29,280											437,662
LOAN PRINCIPAL	1,234,221		A	623,898	217,963	217,963	91,826	82,569											1,234,221
RESERVE REQUIREMENTS	167,541		A	84,692	29,588	29,588	12,465	11,208											167,541
<b>TOTAL DEBT SERVICE</b>	<b>\$3,653,326</b>			<b>\$1,387,492</b>	<b>\$425,437</b>	<b>\$324,842</b>	<b>\$213,336</b>	<b>\$165,524</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$302,570</b>	<b>\$38,870</b>	<b>\$795,255</b>	<b>\$0</b>	<b>\$3,653,326</b>
<b>OPERATIONS AND MAINTENANCE</b>																			
<b>Routine</b>																			
UNIT A - MAIN DAM	301,828		A	152,580	53,303	53,303	22,454	20,188											301,828
TERMINAL DAM	156,672		A	79,302	27,704	27,704	11,670	10,493											156,672
WATER TREATMENT	2,436,356		A	1,231,824	430,262	430,262	181,248	162,962											2,436,356
UNIT B	18,312		A	9,257	3,234	3,234	1,362	1,225											18,312
UNIT B, Part 2 (with state water)	24,722		A	12,496	4,366	4,366	1,839	1,654											24,722
ARROYO GRANDE METER STATION	10,874			0	0	0	0	0											10,874
UNIT C	14,359		E	0	5,930	5,930	2,499	0											14,359
UNIT D	7,294			0	0	0	0	7,294											7,294
GROVER BEACH METER STATION	12,591			0	0	0	0	0											12,591
OCEANO METER VAULT	9,465			0	0	0	0	9,465											9,465
UNIT E	23,441		F	0	0	16,493	6,948	0											23,441
PISMO BEACH METER STATION	11,448			0	0	0	0	11,448											11,448
UNIT F	12,672		G	0	0	6,877	5,795	0											12,672
UNIT G	7,611			0	0	0	7,611	0											7,611
UNIT H	16,267			0	0	0	16,267	0											16,267
UNIT I	42,547			0	0	0	42,547	0											42,547
UNIT J	30,970			0	0	0	30,970	0											30,970
AVILA & PORT METER STATION	10,938			0	0	0	10,938	0											10,938
SAN MIGUELITO LAB CHARGES	5,131			0	0	0	0	0				5,131							5,131
SAN MIGUELITO METER STATION	5,221			0	0	0	0	0				3,221							5,221
STAFF TIME FOR CONTRACT CHANGE MODELING	5,133		A	2,585	906	906	382	343											5,133
LOW RESERVOIR RESPONSE PLAN REVISIONS	0		A	0	0	0	0	0											0
ANNUAL PERMITS	22,532		A	11,390	3,979	3,979	1,676	1,507											22,532
FCZ3 SCADA EFFORTS O&M	81,047		A	40,971	14,313	14,313	6,029	5,421											81,047
GENERAL	57,423		A	29,026	10,141	10,141	4,272	3,941											57,423
WFO EFFORTS SPECIAL PROJECT	0		A	0	0	0	0	0											0
COUNTYWIDE OVERHEAD	58,034		A	29,337	10,249	10,249	4,317	3,882											58,034
SEBEST EXPENDITURES	5,237		A	2,647	925	925	380	350											5,237
UTILITIES DIVISION	277,470		A	140,265	49,001	49,001	20,642	18,559											277,470
ACCOUNTING & ADMINISTRATION	90,072		A	45,533	15,907	15,907	6,701	6,025											90,072
ADVISORY GROUP MEETINGS	40,284		A	20,364	7,114	7,114	2,997	2,684											40,284
RESIDENCES MAINTENANCE	8,212		A	4,151	1,450	1,450	611	549											8,212
DBP RULE	11,008		A	5,565	1,944	1,944	819	736											11,008
RODRIGUEZ BRIDGE ENVIRONMENTAL MONITORING	8,401		A	4,247	1,484	1,484	625	562											8,401
ENVIRONMENTAL MONITORING	7,446		A	3,764	1,315	1,315	554	498											7,446
QUAGGA MUSSEL MONITORING	37,168		A	18,789	6,564	6,564	2,765	2,486											37,168
ELECTRICAL EQUIP ANALYSIS (TEGS)	18,023		A	9,111	3,183	3,183	1,341	1,206											18,023
STREAM GAGES	4,827		A	2,440	852	852	359	323											4,827
LOPEZ AT&T CELL SITE LEASE PRELIM EFFORT	2,782			0	0	0	0	0										2,782	2,782
<b>Adjust for State Water Wheeling</b>	<b>103,988</b>			<b>0</b>	<b>0</b>	<b>46,551</b>	<b>0</b>	<b>20,229</b>			<b>11,431</b>	<b>5,038</b>	<b>19,596</b>	<b>1,143</b>					<b>103,988</b>
<b>TOTAL ROUTINE O &amp; M</b>	<b>\$3,996,107</b>			<b>\$1,866,334</b>	<b>\$666,817</b>	<b>\$735,495</b>	<b>\$396,627</b>	<b>\$282,492</b>	<b>\$0</b>	<b>\$11,431</b>	<b>\$5,038</b>	<b>\$27,948</b>	<b>\$1,143</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,782</b>	<b>\$0</b>	<b>\$3,996,107</b>
<b>Non Routine</b>																			
FCZ 3 LOPEZ WATER RIGHTS/HCP	0		A	0	0	0	0	0											0
PIGGING - UNIT B	0		A	0	0	0	0	0											0
HSF SHARED EQUIPMENT CONTRIBUTION	13,866		A	7,010	2,449	2,449	1,032	927											13,866
DOMESTIC & FIREFLOW TANKS ASSESSMENT	0		A	0	0	0	0	0											0
SPILL PREVENTION VALVE #5 & #11 REPLACEMENT	40,000		A	20,221	7,064	7,064	2,976	2,675											40,000
EQUIPMENT AUDIT/REPLACEMENT PLAN	25,000		A	12,638	4,415	4,415	1,860	1,672											25,000
EXISTING BYPASS PIPELINE CONDITION ASSESSMENT	20,000		A	10,110	3,532	3,532	1,488	1,338											20,000
WATER TREATMENT ALTERNATIVES STUDY	35,000		A	17,693	6,181	6,181	2,604	2,341											35,000
CLOUD SEEDING PROGRAM	0		A	0	0	0	0	0											0
REPAIR FAULT ZONE AT LEFT DAM ABUTMENT	180,000		A	90,993	31,788	31,788	13,391	12,040											180,000
REPAIRS TO DOMESTIC & FIREFLOW TANKS	0		A	0	0	0	0	0											0
<b>Adjust for State Water Wheeling - Piggling Portion</b>	<b>0</b>			<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>			<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>					<b>0</b>
<b>TOTAL NON-ROUTINE O &amp; M</b>	<b>\$313,866</b>			<b>\$158,665</b>	<b>\$55,429</b>	<b>\$55,429</b>	<b>\$23,349</b>	<b>\$20,994</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$313,866</b>
<b>Capital Outlay / Reserves</b>																			
POWER MONITORING PROJECT	30,000		A	15,166	5,298	5,298	2,232	2,007											30,000
IMPROVED BOAT ACCESS AT TERMINAL RESERVOIR	50,000		A	25,276	8,830	8,830	3,720	3,344											50,000
AMMONIA ANALYZER EQUIPMENT REPLACEMENTS (2 EACH)	30,000		A	15,166	5,298	5,298	2,232	2,007											30,000
CATHODIC PROTECTION SURVEY	45,000		A	22,748	7,947	7,947	3,348	3,010											45,000
STRUCTURAL ASSESSMENT OF TERMINAL RESERVOIR DAM	0		A	0	0	0	0	0											0
EQUIPMENT STORAGE GARAGE DESIGN	65,000		A	32,859	11,479	11,479	4,836	4,348											



**Flood Control Zone 3  
Reserves  
Projected at 6/30/20**

	A	B	C	D	E	F	G	H
	Reserve Type	Arroyo Grande	Grover Beach	Pismo Beach	CSA 12	Oceano CSD	FC Zone 3	Total
1								
2	<b>District Funded</b>							
3	Operating	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,377,737	\$ 2,377,737
4	Designated	-	-	-	-	-	658,805	658,805
5	<b>Contractor Funded</b>							
6	Scheduled Maintenance	-	-	-	-	-	-	-
7	Capital	135,479	47,329	47,329	19,938	17,925	-	268,000
8	Billing Stabilization	-	-	-	-	-	-	-
9	<b>Total</b>	<b>\$ 135,479</b>	<b>\$ 47,329</b>	<b>\$ 47,329</b>	<b>\$ 19,938</b>	<b>\$ 17,925</b>	<b>\$ 3,036,542</b>	<b>\$ 3,304,542</b>

**Flood Control Zone 3  
Reserves  
Projected at 6/30/19**

	A	B	C	D	E	F	G	H
1	Reserve Type	Arroyo Grande	Grover Beach	Pismo Beach	CSA 12	Oceano CSD	FC Zone 3	Total
2	<b>District Funded</b>							
3	Operating	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,282,269	\$ 2,282,269
4	Designated	-	-	-	-	-	650,173	650,173
5	<b>Contractor Funded</b>							
6	Scheduled Maintenance	-	-	-	-	-	-	-
7	Capital	127,896	44,680	44,680	18,822	16,922	-	253,000
8	Billing Stabilization	-	-	-	-	-	-	-
9	<b>Total</b>	<b>\$ 127,896</b>	<b>\$ 44,680</b>	<b>\$ 44,680</b>	<b>\$ 18,822</b>	<b>\$ 16,922</b>	<b>\$ 2,932,442</b>	<b>\$ 3,185,442</b>

**Flood Control Zone 3  
Reserves  
2019-20 Changes**

	A	B	C	D	E	F	G	H
1	Reserve Type	Arroyo Grande	Grover Beach	Pismo Beach	CSA 12	Oceano CSD	FC Zone 3	Total
2	<b>District Funded</b>							
3	Operating	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 95,468	\$ 95,468
4	Designated	-	-	-	-	-	8,632	8,632
5	<b>Contractor Funded</b>							
6	Scheduled Maintenance	-	-	-	-	-	-	-
7	Capital	7,583	2,649	2,649	1,116	1,003	-	15,000
8	Billing Stabilization	-	-	-	-	-	-	-
9	<b>Total</b>	<b>\$ 7,583</b>	<b>\$ 2,649</b>	<b>\$ 2,649</b>	<b>\$ 1,116</b>	<b>\$ 1,003</b>	<b>\$ 104,100</b>	<b>\$ 119,100</b>

**Flood Control Zone 3 Fund Consolidation  
Fiscal Year 2019-20**

	A	B	C	D	E	F
	Fund	FCZ3 Operating 2200500000	State Revolving Fund Loan 2200507000	Lopez Dam COP Bonds 2200505000	Lopez Dam GO Bonds 2200506000	Total
1						
2	<b>Projected Balance @ 7/1/19</b>	\$ 3,185,442	\$ 1,566,923	\$ 22,902	\$ 2,505,550	\$ 7,280,815
3	<b>Inflows</b>					
4	Revenues	7,849,980	-	931,788	833,875	9,615,643
5	Transfers In	-	1,835,898	-	-	1,835,898
6	<b>Outflows</b>					
7	Expenditures	(7,730,880)	(1,671,883)	(931,788)	(833,875)	(11,168,425)
8	Transfers Out	-	-	-	-	-
9	<b>Projected Balance @ 6/30/20</b>	\$ 3,304,542	\$ 1,730,937	\$ 22,902	\$ 2,505,550	\$ 7,563,930

FLOOD CONTROL ZONE 3  
2019-20 Billing for Agency Debt Service

	A	B	C	D	E	F	G	H	I	J
		Arroyo Grande	Pismo Beach	Grover Beach	OCSD	CSA 12	G.O. Tax Collection: Unincorp Areas	FCZ3 Property Tax (portion of 1% Prop 13)	G.O. Tax Collection: Contracting Agencies	TOTAL
<b>Bond Debt Service</b>										
G.O. Debt Service		\$ 286,523	\$ 255,801	\$ 159,820	\$ 60,423	\$ 33,042	\$ 38,267	\$ -	\$ -	\$ 833,875
Installment Debt Service		443,958	(530)	95,451	-	74,433	-	318,476	-	931,788
Credit For G.O. Collections		(286,523)	(255,801)	(159,820)	(60,423)	(33,042)	(38,267)	-	-	(833,875)
Admin Fee		1,517	530	530	201	223	-	-	-	3,000
<b>Subtotal</b>		<b>445,475</b>	<b>(0)</b>	<b>95,981</b>	<b>201</b>	<b>74,656</b>	<b>-</b>	<b>318,476</b>	<b>-</b>	<b>934,788</b>
<b>District Loan to Oceano</b>										
Oceano Community Services District Loan		-	-	-	41,577	-	-	-	-	41,577
<b>Subtotal</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>41,577</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>41,577</b>
<b>State Revolving Fund Loan</b>										
State Revolving Fund Loan		845,137	295,254	295,254	111,849	124,388	-	-	-	1,671,883
State Revolving Fund Loan - Reserve Requirements		82,909	28,965	28,965	10,973	12,203	-	-	-	164,015
<b>Subtotal</b>		<b>928,046</b>	<b>324,220</b>	<b>324,220</b>	<b>122,822</b>	<b>136,591</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,835,898</b>
<b>Total Billable Agency Debt Service</b>		<b>\$ 1,373,521</b>	<b>\$ 324,220</b>	<b>\$ 420,200</b>	<b>\$ 164,599</b>	<b>\$ 211,247</b>	<b>\$ -</b>	<b>\$ 318,476</b>	<b>\$ -</b>	<b>\$ 2,812,262</b>

### ESTIMATED BILLING SUMMARY for 2018-19 & 2019-20

Showing Estimated Total Billing for: FCZ 3  
 State Water Wheeling  
 CSA 12

A	B	C	D	E	F	G	H	I	J	K
Contracting Agency	18-19 Zone 3 Billing	18-19 State Water Wheeling	18-19 Final Budget	18-19 CSA 12 Billing	18-19 Total	19-20 Zone 3 Billing	19-20 State Water Wheeling	19-20 Proposed Budget	19-20 CSA 12 Billing	19-20 Total
1	Arroyo Grande	\$ 3,576,785	\$ 3,576,785		\$ 3,576,785	\$ 3,744,196	\$ -	\$ 3,744,196		\$ 3,744,196
2	Pismo Beach	1,126,610	1,173,161	169,474	1,342,635	1,176,255	25,410	1,201,665	177,285	1,378,950
3	Grover Beach	1,205,078	1,205,078		1,205,078	1,260,441	-	1,260,441		1,260,441
4	Oceano	470,519	490,748		490,748	495,205	9,864	505,069		505,069
5	CSA 12	657,490	657,490		657,490	628,811	-	628,811		628,811
6	ABCSD	-	11,431	101,719	113,150	-	5,911	5,911	108,409	114,320
7	Avila MWC	-	5,038	21,349	26,387	-	2,531	2,531	22,358	24,889
8	San Miguelito Water Co	8,352	19,596	27,948	27,948	12,867	10,134	23,001		23,001
9	SLO Coastal USD	-	1,143	8,896	10,039	-	588	588	9,316	9,903
10	FCZ 3	-	-		-	-	-	-		-
11	San Miguelito Partners	1,139,477	1,139,477	7,370	7,370	-	-	-	7,709	7,709
12	Other	1,139,477	1,139,477	312,081	1,451,558	1,154,277		1,154,277	334,466	1,488,743
13	<b>Total:</b>	<b>\$ 8,184,311</b>	<b>\$ 103,988</b>	<b>\$ 8,288,299</b>	<b>\$ 8,909,188</b>	<b>\$ 8,472,052</b>	<b>\$ 54,437</b>	<b>\$ 8,526,489</b>	<b>\$ 659,543</b>	<b>\$ 9,186,032</b>



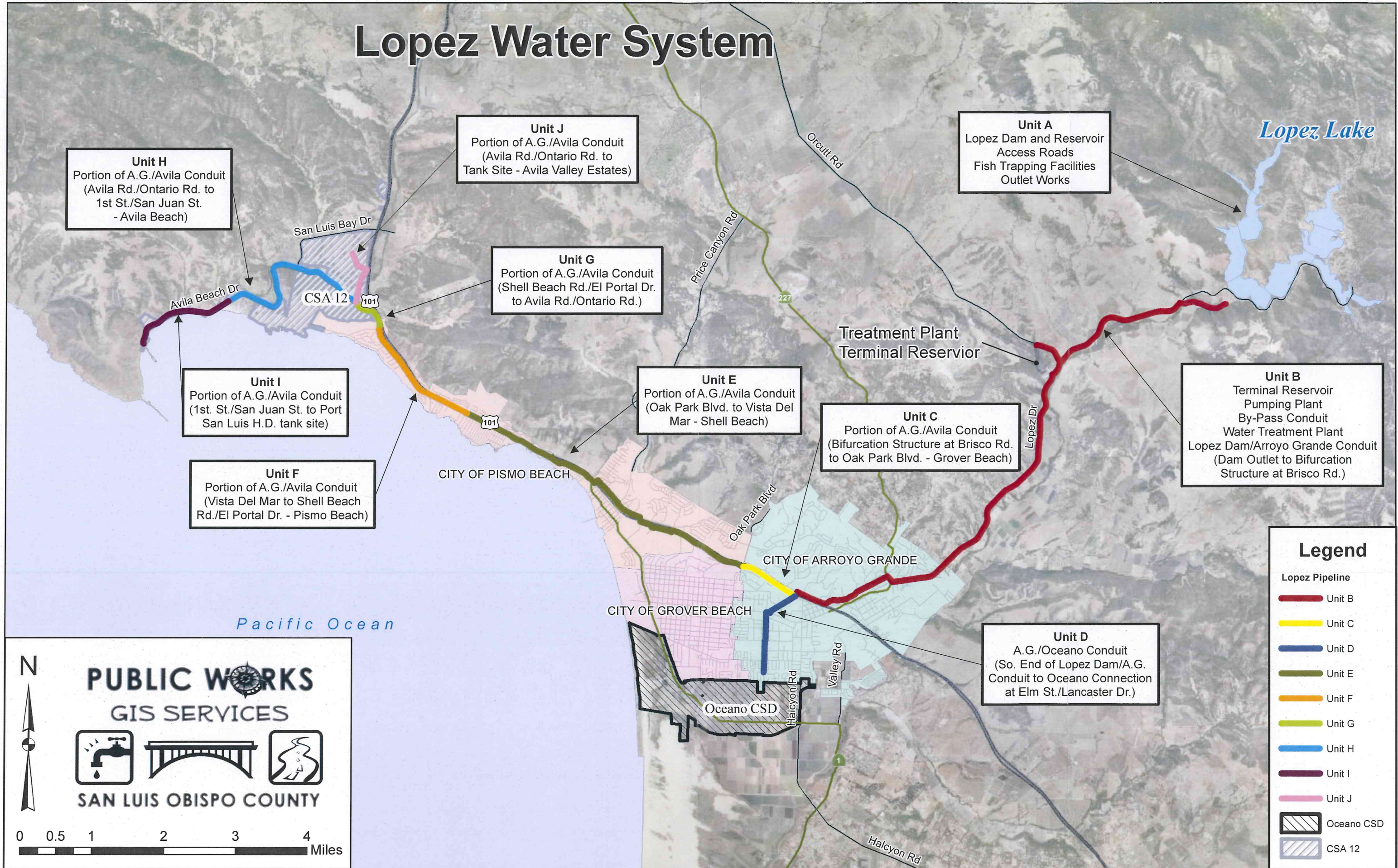
### Flood Control Zone 3 Cost Per Acre Foot For Fiscal Year 2019-20

	Arroyo Grande	Grover Beach	Pismo Beach	CSA 12	Oceano CSD	Total Agency Budgets
1						
2						
3	Lopez Dam Bonds and Admin Fees	\$ 95,981	\$ 0	\$ 74,656	\$ 201	\$ 616,312
4	SRF Loan - Water Treatment Upgrade	324,220	324,220	136,591	122,822	1,835,898
5	OCSD Loan	-	-	-	41,577	41,577
6	Operations and Maintenance	1,872,258	666,121	344,216	274,522	3,892,474
7	Non Routine Operations and Maintenance	291,583	101,863	42,910	38,581	576,799
8	Capital Outlay	206,835	72,257	30,438	27,367	409,153
9						
10	<b>Total</b>	<b>\$ 3,744,196</b>	<b>\$ 1,260,441</b>	<b>\$ 1,201,665</b>	<b>\$ 628,811</b>	<b>\$ 7,372,212</b>
11	FCZ 3 -Number of Acre Feet	2,290	800	800	337	4,530
12	<b>Cost per FCZ 3 AF</b>	<b>\$ 1,635</b>	<b>\$ 1,576</b>	<b>\$ 1,502</b>	<b>\$ 1,866</b>	<b>\$ 1,667</b>
13	CSA 12 Costs		\$ 177,285			
14	CSA 12 -Number of Acre Feet		92			
15	<b>Cost per CSA 12 AF</b>		<b>\$ 1,927</b>			
16	<b>Breakdown of Cost per Acre Foot (For FCZ3 Only):</b>					
17	Lopez Dam Bonds and Admin Fees	\$ 195	\$ 120	\$ 0	\$ 222	\$ 1
18	SRF Loan - Water Treatment Upgrade	405	405	405	405	405
19	OCSD Loan	-	-	-	137	137
20	Operations and Maintenance	818	833	879	1,021	906
21	Non Routine Operations and Maintenance	127	127	127	127	127
22	Capital Outlay	90	90	90	90	90
23	<b>Total Cost per Acre Foot</b>	<b>\$ 1,635</b>	<b>\$ 1,576</b>	<b>\$ 1,502</b>	<b>\$ 1,866</b>	<b>\$ 1,667</b>

**ZONE 3 BUDGET FOR FISCAL YEAR 2019-20  
CAPITAL AND SPECIAL PROJECT REQUESTS**

Requested Item	Reason for Request
Structural Assessment of Terminal Reservoir Dam - \$90,000	A structural assessment of the terminal reservoir dam was completed in 2018. Results were not conclusive due to lack of geologic information. \$90,000 will allow for geotechnical testing to be performed.
Safety Upgrades - \$49,153	A Fall Hazard Survey was performed for the plant facilities and safety recommendations were made based upon the findings which involve OSHA regulatory requirements.
Spillway Physical Investigation - \$200,000	The Department of Safety of Dams (DSOD) requested a complete spillway investigation of all spillways at the end of 2017. DSOD required a work plan to be submitted and approved which would specify what each agency would do to inspect their spillway. This inspection required a non-destructive assessment and a physical (destructive) investigation to determine the condition of the spillway.
Unanticipated Equipment Replacement during Fiscal Year - \$55,000	For unanticipated purchases of equipment that fail during the fiscal year. Including this line item in the budget allows for immediate purchase of critical equipment that unexpectedly fails during the fiscal year.
Agency Funded Reserves for Future Equip/Capital Replacement - \$15,000	Contributions toward the Agency Funded Reserves accumulate for the purpose of funding replacement of equipment and capital outlays at the Treatment Plant. Recommended use of these reserves are determined by the plant system audit replacement schedule, for which annual funding is insufficient, and are coordinated with the Technical Advisory Committee and the Advisory Committee prior to inclusion in the budget.
TOTAL REQUESTS: \$409,153	

# Lopez Water System



**Unit H**  
Portion of A.G./Avila Conduit  
(Avila Rd./Ontario Rd. to  
1st St./San Juan St.  
- Avila Beach)

**Unit J**  
Portion of A.G./Avila Conduit  
(Avila Rd./Ontario Rd. to  
Tank Site - Avila Valley Estates)

**Unit A**  
Lopez Dam and Reservoir  
Access Roads  
Fish Trapping Facilities  
Outlet Works

**Unit I**  
Portion of A.G./Avila Conduit  
(1st St./San Juan St. to Port  
San Luis H.D. tank site)

**Unit G**  
Portion of A.G./Avila Conduit  
(Shell Beach Rd./El Portal Dr.  
to Avila Rd./Ontario Rd.)

**Unit B**  
Terminal Reservoir  
Pumping Plant  
By-Pass Conduit  
Water Treatment Plant  
Lopez Dam/Arroyo Grande Conduit  
(Dam Outlet to Bifurcation  
Structure at Brisco Rd.)

**Unit F**  
Portion of A.G./Avila Conduit  
(Vista Del Mar to Shell Beach  
Rd./El Portal Dr. - Pismo Beach)

**Unit E**  
Portion of A.G./Avila Conduit  
(Oak Park Blvd. to Vista Del  
Mar - Shell Beach)

**Unit C**  
Portion of A.G./Avila Conduit  
(Bifurcation Structure at Brisco Rd.  
to Oak Park Blvd. - Grover Beach)

**Unit D**  
A.G./Oceano Conduit  
(So. End of Lopez Dam/A.G.  
Conduit to Oceano Connection  
at Elm St./Lancaster Dr.)

## Legend

- Lopez Pipeline**
- Unit B
  - Unit C
  - Unit D
  - Unit E
  - Unit F
  - Unit G
  - Unit H
  - Unit I
  - Unit J
- Other Features:**
- Oceano CSD
  - CSA 12

**PUBLIC WORKS GIS SERVICES**

**SAN LUIS OBISPO COUNTY**

0 0.5 1 2 3 4 Miles



# Oceano Community Services District

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

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

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**Date:** February 27, 2019

**To:** Board of Directors

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

**Subject:** **Agenda Item #9(E): Receive and file the June 30, 2018 Audited Financial Statements and Independent Auditors Report prepared by Moss, Levy and Hartzheim, LLP**

## Recommendation

It is recommended that your Board receive and file the June 30, 2018 Audited Financial Statements and Independent Auditors Report prepared by Moss, Levy and Hartzheim, LLP

## Discussion

The final audit is scheduled to be delivered to the District on Monday February 25, 2019 and will be posted to the website and distributed at that time. The draft audit reviewed by staff and verbally confirmed with the auditor provides a "clean" auditor opinion and there are no findings relating the District's system of internal controls that need to be addressed.

On January 10, 2018 your Board selected Moss, Levy and Hartzheim, LLP as the District Auditors for fiscal year 2016-17 through 2018-19. Also included in the Independent Auditors' Report on the Financial Statements is a "Management Discussion and Analysis" (MD&A). MD&A is required by the Governmental Accounting Standards Board (GASB), which considers it to be an essential part of financial reporting for placing the basic financial statements in appropriate operational, economic or historical context. As a result, preparation of the MD&A helps ensure the Board that the fiscal issues being addressed by the Board are described to the auditors in the MD&A.

## Other Agency Involvement

The County Auditor and Local Agency Formation Commission will be provided a copy of the audit and related communication letters.

## Other Financial Considerations

Several key fiscal issues were addressed in previous years which illustrates the District's commitment to establishing fiscal stability.



# Oceano Community Services District

Board of Directors Meeting

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## Results

Completion of the annual audit promotes independent evaluation of the District's accounting records and helps to ensure a well governed community.

Addendum Materials (to be posted):

- Oceano Community Services District Financial Statements June 30, 2018 and Independent Auditors Report