

TO: BOARD OF DIRECTORS

FROM: MARIO IGLESIAS
GENERAL MANAGER



DATE: OCTOBER 18, 2017

**AGENDA ITEM
E-2
OCTOBER 25, 2017**

**AUTHORIZE PURCHASE OF SEDARU SOFTWARE IN THE AMOUNT
OF \$35,200 IN SUPPORT OF UTILITY MAINTENANCE PROGRAM**

ITEM

Authorize purchase of Sedaru software in amount of \$35,200 in support of utility maintenance program [RECOMMEND AUTHORIZING GENERAL MANAGER TO ISSUE A PURCHASE ORDER IN THE AMOUNT OF \$35,200 FOR PURCHASE AND IMPLEMENTATION OF SEDARU SOFTWARE]

BACKGROUND

Staff is seeking to enhance its ability to better manage District Water and Wastewater Enterprise asset information. With a better understanding of total asset condition, staff can make better decisions when directing limited resources to critical and timely infrastructure needs. For the past 6 years, District field staff has used electronic field data collection technology from iWater Inc to support this effort. Staff has evaluated software from Sedaru and finds value in upgrading to the technology offered by this company.

At your Board's October 12, 2011 Board Meeting, staff presented a resolution for Board consideration that would expend funds for the purchase and implementation of a program maintenance software solution designed to help manage information on the District's water system's assets. At that time, District Water and Wastewater system assets were valued at more than 40 million dollars. Your Board dedicated \$21,700 to purchase the staff requested software.

Since that time the District has invested millions more in assets and facilities. Additionally, technology that supports field data collection and asset condition analytics have merged to create an operator friendly and data mining tool. This environment is evident in the Sedaru software offering and central to staff's request for your Board's consideration.

Information in support of the iWater software tool and its ability to enhance productivity was presented to your Board in 2011. Maintaining accurate information about facilities and assets in order to effectively and efficiently sustain and extend the life-cycle of the District's infrastructure is beneficial to customers. The Sedaru software solution is more expensive but delivers a more complete package of services staff can rely on now and offers a more robust ability to grow as District asset management and program maintenance needs grow.

The District's existing geographic information system (GIS) database of water and wastewater assets is fully compatible with the Sedaru software solution and data collected by iWater is fully translatable so no data is lost in the software conversion.

The migration from iWater to Sedaru software will continue the District's evolutionary process of computerizing systems designed to manage its Preventive Maintenance Program data. Maintenance staff operating the valve exercising equipment and VacCon have been trained to use the field software, using the existing control equipment purchased with the valve exercising machine. The Wachs Valve Exercising Machine Controller program saves the valve testing data as each of the District valves is exercised (size, location, number of turns, normal operating position, etc.). The Sedaru field software is designed to integrate with Wachs Valve Machine and transfer the valve testing data from the controller directly to the NCSD GIS database. The District maps can then be updated with real time data via the Sedaru software without the uncertainty of synchronization issues field crews experience with the iWater product.

The Sedaru software integrates with the existing valve exercising equipment control program and gives the District staff the ability to:

- Access digital maps of water and wastewater infrastructure
- View and update water and wastewater system asset maintenance history
- Search the GIS database to display areas of the water or sewer system that have been cleaned or serviced and those yet to be cleaned or serviced
- Bring up "as-built" drawings to assist in underground utility location
- Mark up the GIS database with a redline tool to improve accuracy
- Isolate main breaks to identify valves to close and affected customers to notify, and
- Automatically calculate fire flow test data

Maintenance staff will use Sedaru software to record sewer line flushing and sewer manhole inspections. These tasks are currently recorded on paper forms and the data is manually entered into the District's GIS data base. The current process is less efficient and prone to transposition errors making the process less effective. Data is continually being transmitted as it is collected in the field.

This software program is user friendly and provides efficient data entry in the field. NCSD's Director of Engineering and Operations joined me in a field evaluation to observe operator interaction with the Sedaru software. The field evaluation took place at the Atascadero Mutual Water Company (AMWC). AMWC has been using Sedaru software for several years replacing their iWater software in similar manner as NCSD is considering

FISCAL IMPACT

The purchase and implementation cost of asset management software was included in the FY 2017-2018 Budget approved by the Board of Directors. District Staff is requesting the Board approve expenditure of \$35,200 of the \$65,000 identified in the Fixed Asset purchase [Pg. 23] of the Budget for the Sedaru software and training per the attached proposal. The cost would be spread across the three enterprise funds benefiting from the product. The field software would reduce long-term maintenance costs through increased efficiency and provide easily accessible data for better decision making.

The Sedaru field software is being purchase through a non-competitive process. This purchase meets the Purchasing Policies and Procedures for the following reasons:

- Reasonable purchase price
- Product is specifically designed to integrate with existing District owned equipment, and
- Product is being field tested to determine suitability for future use.

Development of this draft did use previously budgeted staff time and legal consulting cost.

RECOMMENDATION

Staff recommends that the Board authorizing the purchase and implementation of Sedaru software in amount of \$35,200 in support of Utility Maintenance recording and reporting.

ATTACHMENTS:

- A. Sedaru proposal

October 25, 2017

ITEM E-2

ATTACHMENT A

Date: September 29, 2017

Billing Contact: Mario Iglesias
 General Manager
 Nipomo Community Services District
 148 South Wilson Street
 Nipomo, CA 93444
 Office: (805) 929-1133
 Email: miglesias@ncsd.ca.gov

End User: Mario Iglesias
 General Manager
 Nipomo Community Services District
 148 South Wilson Street
 Nipomo, CA 93444
 Office: (805) 929-1133
 Email: miglesias@ncsd.ca.gov

Sedaru Order Summary

Sedaru Software Quote Summary	Named User Cap	Totals
Annual License Details	UNL	\$16,200
	Implementation	\$19,000
	Total Year 1 Cost	\$35,200

Sedaru License Details

Name & Description of Software	Phase (1-3)	Annual Fee (Unl. Users)	Enterprise %	Annual Total
Sedaru Enterprise Platform Premiere: Asset and Network Management for Water w/Labor, Equip., Material Optimized, real-time, mobile work management and network intelligence for Pipes, Hydrants, Valves, Customer Meters, Pumps & Tanks.	1	\$9,360	100%	\$9,360
Sedaru Enterprise Platform Premiere: Asset and Network Management for Water w/Labor, Equip., Material Optimized, real-time, mobile work management and network intelligence for Pipes, Hydrants, Valves, Customer Meters, Pumps & Tanks.	2	\$4,680	100%	\$4,680
Sedaru Platform Integration Points:				
Wachs Valve Turning Machine (Valves)		\$2,160	100%	\$2,160
Customer Information System (CIS)		\$5,040	0%	\$0
Sedaru Platform Subtotal:				\$16,200
Sedaru Software and Content Total:				\$16,200

Authorized by:

Name

Signature

Use of the software is subject to Sedaru's End-User Software License Agreement | Access to software is granted and billed upon authorization

55 East Huntington Drive, Suite 130
 Arcadia, CA 91006
 Ph: 626.244.0700
 Fx: 626.244.0702

This quote contains information which is privileged or confidential and is only intended for the recipient.
 Quotes are valid for 60 days after the quote date, unless otherwise specified.
 Please contact your Sedaru Account Manager, with any questions.

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Date: September 29, 2017

Billing Contact: Mario Iglesias
 General Manager
 Nipomo Community Services District
 Nipomo, CA 93444
 Office: (805) 929-1133
 Email: miglesias@ncsd.ca.gov

Sedaru Implementation Details

Implementation Task	Budget
Task 1: Meetings and Data Collection - up to 2 meetings, inc. remote workshops, preparation, and data gathering. Walk through business systems. Data requirements gathering with end users	\$2,500
Task 2: Managing Data Services - Connection and Publishing of map services & QA. Sedaru will host NCS D GIS.	\$3,000
Task 3: Wachs Valve Turning Machine Integration - Integration of Wach's valve turning machine for remote, data entry, registering of valve data and completing work in real-time, inc. testing and rollout. Field mobile integration with Wachs machine will run using Windows-based tablets (not iOS).	\$2,500
Task 4: Form Creation for Water Distribution and Sewer Collection - Up to 10 forms* created to support up to 10 workflows for water distribution system maintenance, which could include, but not be limited to: valve exercising, hydrant testing/flushing, water quality, sewer line cleaning, manhole inspections, or other. Includes up to 2 rounds of iterations prior to rollout. *Add'l forms and iterations @\$1,500/form or iteration.	\$10,000
Task 5: Distribution Rollout & Training - testing, user configuration, and training for up to 10 users. Includes 1 day of training, preparation, and travel.	\$1,000
	\$19,000

**Use of the software is subject to Sedaru's End-User Software License Agreement |
 Implementation to bill as 75% up-front to initiate & prioritize resources, 25% at hard rollout.**

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TO: BOARD OF DIRECTORS

FROM: MARIO IGLESIAS
GENERAL MANAGER



DATE: OCTOBER 20, 2017

**AGENDA ITEM
E-3**

OCTOBER 25, 2017

**ADOPT RESOLUTION TO CLOSE OUT STATE JOBS HOUSING
BALANCE INCENTIVE GRANT AND AUTHORIZE REMOVAL OF
NOTICE OF CONNECTION CHARGES**

ITEM

Consider adopting a resolution to close out State Jobs Housing Balance Incentive Grant and authorize release and extinguishment of Notice of Connection Charges [RECOMMEND ADOPT RESOLUTION]

BACKGROUND

In 2004, San Luis Obispo County (SLO County) and Nipomo Community Services District (NCSD) entered into an agreement entitled "Agreement Regarding Use of State Jobs Housing Balance Incentive Grant Program for Tefft State Improvements in the Nipomo Olde Towne Area" (Attachment A, "Grant Agreement"). The Grant Agreement provided NCSD \$124,358.66 to reimburse NCSD the cost of installing water and sewer laterals within Tefft Street to partially implement the Olde Towne Nipomo Design and Circulation Plan.

NCSD installed the water and sewer laterals and was reimbursed pursuant to the Grant Agreement. The Agreement required that the District would require property owners, who benefitted from the water and sewer laterals, to reimburse NCSD for the cost of the laterals at the time service was requested. The Grant Agreement required NCSD to designate any funds collected from these property owners be used for projects of community-wide interest and benefit.

To ensure that owners were aware of this financial obligation, a Notice of Connection Charge was recorded (Attachments B and C). Since recordation, NCSD has collected a total of \$3,657.55 and has been held in Fund #600 since it was collected.

Pursuant to Section 4 of the Grant Agreement, the Agreement has expired. District Legal Counsel confirmed with SLO County that the grant has been closed and NCSD has no further grant obligations.

Staff proposes to utilize the funds to benefit the solid-waste removal program, particularly in the Olde Towne area. In addition, Staff proposes that the Notice of Connection Charges be extinguished.

FISCAL IMPACT

The solid waste budget will be impacted.

RECOMMENDATION

Staff recommends that the Board adopt Resolution (Attachment D) and direct Staff to transfer the balance from Fund #600 to Fund #300.

ATTACHMENTS

- A. State Jobs Housing Grant Agreement
- B. Resolution 2014-918
- C. Notice of Connection Charge
- D. Resolution 2017-xxxx

October 25, 2017

ITEM E-3

ATTACHMENT A



SAN LUIS OBISPO COUNTY
DEPARTMENT OF PLANNING AND BUILDING

VICTOR HOLANDA, AICP
DIRECTOR

July 1, 2004

Doug Jones, General Manager
Nipomo Community Services District
P.O. Box 326
Nipomo, California 93444-0326

Dear Doug:

**SUBJECT: FULLY EXECUTED AGREEMENT REGARDING STATE JOBS
HOUSING GRANT**

Enclosed is your copy of the fully executed agreement regarding the State of California Jobs Housing Balance Incentive Grant. The Board of Supervisors approved the agreement on June 8, 2004.

The County will now request the grant funds from the California Department of Housing and Community Development (HCD). As requested by your letter dated February 12, 2004, the County will forward to the Nipomo Community Services District \$124,358.66 once the County receives payment from HCD.

Please call me if you have any questions about this matter.

Sincerely,



Dana Lilley
Supervising Planner

enclosure

RECEIVED
JUL 06 2004
NIPOMO COMMUNITY
SERVICES DISTRICT

**AGREEMENT REGARDING USE OF STATE JOBS HOUSING BALANCE
INCENTIVE GRANT PROGRAM FOR TEFFT STREET IMPROVEMENTS
IN THE NIPOMO OLDE TOWNE AREA**

THIS AGREEMENT is made and entered into JUN 0 8 2004 , 2004, by and between the **NIPOMO COMMUNITY SERVICES DISTRICT**, (hereinafter referred to as the "NCSD"), and the **COUNTY OF SAN LUIS OBISPO**, a political subdivision of the State of California (hereinafter referred to as "the County").

WITNESSETH:

WHEREAS, the County has been determined to be eligible to receive a Grant Fund of in the amount of one hundred eighty-three thousand fifty-four dollars (\$183,054), (herein "Grant Fund") from the State of California's Jobs Housing Balance Incentive Grant Program; and

WHEREAS, the County is willing to transfer from the Grant Fund to NCSD one hundred and twenty-four thousand three hundred fifty-eight dollars and and sixty-six cents (\$124, 358.66) to reimburse NCSD's costs of installing sewer and water laterals within Tefft Street ("Tefft Street Enhancement Project") to partially implement the Olde Towne Nipomo Design and Circulation Plan; and

WHEREAS, the NCSD with the cooperation of County has previously awarded the contract for the Tefft Street Enhancement Project, and the Project has been completed and the NCSD has recorded a Notice of Completion for the Tefft Street Enhancement Project;and

WHEREAS, the County will transfer the remaining balance of the Grant Fund to the County's Department of Public Works and Transportation to implement the "Olde

Towne Street Lighting Project”; and

WHEREAS, the NCSD is willing to accept and expend the Grant Funds as herein provided.

NOW, therefore, in consideration of the mutual promises, recitals and other provisions hereof, the parties agree as follows:

1. Transfer of Grant Fund. Subject to the terms and conditions of this Agreement (including the availability of HCD Grant funds to the County), County shall provide to the NCSD the amount of one hundred twenty four thousand three hundred fifty-eight dollars and sixty-six cents (\$124,358.66) to reimburse the NCSD for costs incurred in implementing the Tefft Street Enhancement Project as referenced in Section 3 (a) below.

2. Projects of Community-wide Interest. As used herein projects of community-wide interest and benefit means those projects (Project or Projects) that are subject to prior review and approval by the County and the NCSD. Such approval will be memorialized by an Amendment to this Agreement.

3. Agreed to Projects of Community-wide Interest. The parties agree that the Tefft Street Enhancement Project as described below is a project of community-wide interest and benefit:

(a) The installation of sewer and water laterals and similar related piping before Tefft Street is re-paved preventing further degradation of the street herein referred to as the “Tefft Street Project”.

(b) To the extent allowed by law, NCSD shall require property owners

benefiting from the Tefft Street Enhancement Project to each pay an amount of money equal to the sewer and water lateral improvements extended to their parcel.

(c) Funds collected by the District as re-payment from property owners shall be segregated and subsequently re-used by the NCSD for projects of community-wide interest and benefit as defined in Section 2. above. NCSD shall not undertake any such projects unless and until the indemnification provisions of this contract are amended to include NCSD indemnification of the County for such projects unless waived in writing by the County.

(d) At the request of County, during the term of this Agreement, the NCSD shall submit an annual report to the County Department of Planning and Building including the following: expenditures to date, listing of funds that have been repaid by property owners benefiting from the Tefft Street Project, the status of the program including any problems encountered. Reports shall be submitted to the County within thirty (30) days of the County's request.

4. **Term of Agreement.** The term of this Agreement shall commence on the date first above written and shall terminate after the Grant Fund has been completely expended on Projects of community-wide interest or ten (10) years whichever comes first.

5. **Administrative Costs.** NCSD's reasonable administrative costs, including engineering, legal and insurance are reimbursable costs that may be charged to the Grant Fund.

6. Termination of Agreement for Cause. If the County determines that the NCSD has incurred obligations or made expenditures for purposes which are not permitted or are prohibited under the terms and provisions of this Agreement, or if the County determines that the NCSD has failed to fulfill its obligations under this Agreement in a timely and professional manner, then the County shall have the right to terminate this Agreement effective immediately upon giving written notice thereof to NCSD. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to effective date of such termination. If the County's termination of the Agreement with the NCSD for cause is defective for any reason, including but not limited to the County's reliance on erroneous facts concerning the NCSD's performance, or any defect in the notice thereof, the County's maximum liability shall not exceed the amount payable to the NCSD under paragraph one (1) of this Agreement.

7. Sources and Availability of Funds. It is understood by the parties hereto that the funds being used for the purposes of this Agreement are funds furnished to the County through the State of California Department of Housing and Community Development pursuant to the provisions of the Jobs/Housing Balance Incentive Grant Fund. Notwithstanding any other provision of this Agreement, the liability of the County shall be limited to HCD grant funds available for the Project pursuant to this Agreement. The NCSD understands that the County must wait for release of funds from the HCD before grant funds may be advanced or reimbursed. The County shall incur

no liability to the NCSD, its officers, agents, employees, suppliers, or contractors for any delay in making any such payments.

8. Reimbursement of Improper Expenditures. If at any time within applicable statutory periods of limitation it is determined by the County that funds provided for under the terms of this Agreement have been used by or on behalf of the NCSD in a manner or for purposes not authorized the NCSD shall, at the County's request, pay to the County an amount equal to one hundred percent of the amount improperly expended.

9. Records.

(a) All records, accounts, documentation and all other materials relevant to a fiscal audit or examination shall be retained by the NCSD for a period of not less than three (3) years from the date of termination of this Agreement.

(b) If so directed by the County upon termination of this Agreement, the NCSD shall cause all records, accounts, documentation and all other materials relevant to the Projects to be delivered to the County as depository.

(c) The NCSD understands that it shall be the subject to the examination and monitoring by the County Auditor-Controller for a period of five (5) years after the final payment under this Agreement.

10. Audit.

(a) All records, accounts, documentation and other materials deemed to be

relevant to the Projects funded by the Grant Fund shall be accessible at any time to the authorized representatives of the county on reasonable prior notice, for the purpose of examination or audit.

(b) An expenditure which is not authorized by this Agreement or which cannot be adequately documented shall be disallowed and must be reimbursed to the County or its designee by the NCSD. Expenditures for Activities not described in this Agreement shall be deemed authorized if the performance of such Activities is approved in writing by the County prior to the commencement of such Activities.

(c) Absent fraud or mistake on the part of the County, the determination by the County of allowability of any expenditures shall be final.

11. Indemnification.

The NCSD shall defend, indemnify and save harmless the County, its officers, agents and employees from any and all claims, demands, damages, costs, expenses, judgements, or liability occasioned by the performance or attempted performance of the provisions hereof, or in any way arising out of the Tefft Street Enhancement Project as described in Paragraph 3 above, including, but not limited to, (a) those predicated upon theories of violation of statute, ordinance or regulation, violation of civil rights, (b) any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board with respect to the NCSD that would establish a County liability for failure to make social security and income tax withholding payments, (c) inverse condemnation,

(d) equitable relief, or (e) any wrongful act or any negligent act or omission to act on the part of the NCSD or of agents, employees, or independent contractors directly responsible to NCSD ; providing further that the foregoing obligations to defend, indemnify and save harmless shall apply to any wrongful acts, or any actively or passively negligent acts or omissions to act, committed jointly or concurrently by NCSD, its 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 indemnification for claims, demand, damages, costs, expenses or judgments resulting solely from the conduct of the County.

12. Insurance. NCSD shall obtain and maintain for the entire term of this Agreement and NCSD shall not perform any work other than the Enhancement Project, under this Agreement until NCSD has obtained comprehensive general liability insurance, in companies acceptable to the County, and authorized to issue such insurance in the State of California. Said insurance shall consist of the following:

(a) Liability Insurance - NCSD shall maintain in full force and effect, for the period covered by this Agreement, comprehensive liability insurance. This comprehensive general and automobile liability insurance shall include, but not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property, resulting from any act or occurrence arising out of NCSD operations in the performance of this Agreement, including, without limitation, acts involving vehicles. The amount of insurance shall be not less

than one million dollars (\$1,000,000) combined single limit coverage for bodily and personal injury, including death resulting therefrom, and property damage.

The following endorsements shall be attached to the policy:

(i) If the insurance policy covers an "accident" basis, it must be changed to "occurrence".

(ii) The policy must cover personal injury as well as bodily injury.

(iv) The County, its officers, agents, and employees shall be named as additional insured under the policy, and the policy shall provide that insurance will operate as primary insurance and that no other insurance affected by the County will be called upon to contribute to a loss hereunder.

(b) Workers' Compensation Insurance - In accordance with the provisions of Labor Code Section 3700, NCSD is required to be insured against liability for workers' compensation or to undertake self-insurance for any individuals working as employees of NCSD. NCSD agrees to comply with such provisions before commencing the performance of the Project under this Agreement.

(c) The following requirements apply to all insurance to be provided by NCSD:

(i) A certified copy of each insurance policy and a certificate of insurance shall be furnished to the County within sixty (60) days after execution of this Agreement. A certificate alone is not acceptable. Provided, however, a certificate of insurance shall be furnished to the County prior to the approval of any advances by the

Auditor-Controller of the County pursuant to this Agreement.

(ii) Certificates and policies shall state that the policies shall not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the County.

(iii) Approval of the insurance by the County shall not relieve or decrease the extent to which NCSD may be held responsible for payment of damages resulting from NCSD's services or operations pursuant to this Agreement.

(d) If NCSD fails or refuses to procure or maintain the insurance required by this paragraph, or fails or refuses to furnish the County with required proof that insurance has been procured and is in force and paid for, the County shall have the right, at the County's election, to forthwith terminate this Agreement.

(e) **Limitation on Insurance.** The insurance clauses referenced in subparagraphs (a), (b), (c) above shall only apply to all construction Projects that will be performed under the supervision of NCSD.

13. Equal Employment Opportunity. During the performance of this Agreement, NCSD agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, and specifically agrees to comply with the provisions of Section 202 of Presidential Executive Order No. 11246.

14. Entire Agreement and Modification. This Agreement sets forth the full and entire understanding of the parties regarding the matter set forth herein, and any other

prior or existing understandings or agreement by the parties, whether formal or informal, regarding any matters are hereby superseded or terminated in their entirety. No changes, amendments, or alterations shall be effective unless in writing and signed by all parties hereto. NCSD specifically acknowledges that in entering into and executing this Agreement, NCSD relies solely upon the provisions contained in this Agreement and no others.

15. Contractors and Subcontractors. NCSD agrees to, and shall require its subcontractors to agree to:

(a) Perform the Projects funded by the Grant Fund in accordance with federal, state and local building codes as applicable.

(b) Maintain at least the minimum state-required workers' compensation insurance for those employees who will perform the Project or any part of it.

(c) Maintain, if so required by law, unemployment insurance, disability insurance and liability insurance in an amount to be determined by the State which is reasonable to compensate any person, firm, or corporation who may be injured or damaged by NCSD or any subcontractor in performing the Project or any part of it.

16. Compliance with County and State Laws and Regulations. NCSD agrees to comply with all County and State laws and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity and all other matters applicable to NCSD, its subcontractors, and the Project.

17. No Assignment Without Consent. Inasmuch as this Agreement is intended to

secure the specialized services of NCSD, NCSD shall not have the right to assign or transfer this Agreement, or any part hereof or monies payable hereunder, without the prior written consent of the County, and any such assignment or transfer without the County's prior written consent shall be considered null and void.

18. Law Governing and Venue. This Agreement has been executed and delivered in the State of California, and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the law of the State of California. All duties and obligations of the parties created hereunder are performable in San Luis Obispo County, and such County shall be that venue for any action, or proceeding that may be brought, or arise out of, in connection with or by reason of this Agreement.

19. Enforceability. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

20. Effect of Waiver. County's waiver or breach of any one term, covenant or other provision of this agreement shall not be a waiver of a subsequent breach of the same term, covenant or provision of this Agreement or of the breach of any other term, covenant or provision of this Agreement.

21. Notices. Unless otherwise provided, all notices herein required shall be in writing, and delivered in person or sent by United States first class mail, postage

prepaid. Notices required to be given to County shall be addressed as follows: Victor Holanda, Director of Planning and Building, County of San Luis Obispo, County Government Center, San Luis Obispo, California, 93408. Notices required to be given to NCSD shall be addressed as follows: Doug Jones, General Manager, Nipomo Community Services District, 148 S. Wilson Street, Nipomo, CA 93444.

Provided that any party may change such address by notice in writing to the other parties and thereafter notices shall be transmitted to the new address.

22. Opinions and Determinations of Good Faith. Where the terms of this Agreement provide for action to be based upon opinion, judgment, approval, review or determination of either party hereto, such terms are not intended to be and shall never be construed to permit such opinion, judgment, approval, review or determination to be arbitrary, capricious or unreasonable. the District and the County shall each act in good faith in performing their respective obligations as set forth in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Nipomo Community Services District

By: Michael Winn
Michael Winn, President

By: Donna Johnson
Donna Johnson, Secretary

COUNTY OF SAN LUIS OBISPO

By:

Harry L. Duff
Chairperson of the Board of Supervisors

Attest:

JULIE L. RODEWALD
Julie Rodewald, County Clerk

[SEAL]

By: Cheri Casper
Deputy Clerk

APPROVED AS TO FORM AND LEGAL EFFECT:

JAMES B. LINDHOLM, JR.

County Counsel

By:

[Signature]
Deputy County Counsel

Dated: 5.18.04

an
D. Kelley

IN THE BOARD OF SUPERVISORS
COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA

Tues day June 8, 2004

PRESENT: Supervisors Peg Pinard, K.H. "Katcho" Achadjian, Michael P. Ryan,
Chairperson Harry L. Ovitt

ABSENT: None

RESOLUTION NO. 2004-167

RESOLUTION APPROVING AGREEMENT REGARDING USE OF STATE JOBS
HOUSING BALANCE INCENTIVE GRANT PROGRAM FOR TEFFT STREET
IMPROVEMENTS IN THE NIPOMO OLDE TOWNE AREA

The following resolution is now offered and read:

WHEREAS, the County of San Luis Obispo sees a need to promote and protect decent and suitable housing and community development opportunities for the residents of this county; and

WHEREAS, on March 4, 2003, the County of San Luis Obispo, a political subdivision of the State of California, authorized an application to the Jobs Housing Balance Incentive Grant Program (hereinafter referred to as "JHBP") and selected infrastructure improvements implementing the Olde Towne Nipomo Design and Circulation Plan (hereinafter referred to as the "Project") for use of JHBP grant funds; and

WHEREAS, the California Department of Housing and Community Development (hereinafter referred to as "HCD") awarded \$183,054.00 from the JHBP and prepared the Jobs Housing Balance Incentive Grant Program Contract Number 03-JHBP-095 for approval by the County and HCD; and

WHEREAS, on December 16, 2003 the San Luis Obispo County Board of Supervisors adopted Resolution Number 2003-447 approving the Jobs Housing Balance Incentive Grant Program Contract Number 03-JHBP-095; and

WHEREAS, the Nipomo Community Services District incurred \$124,358.66 in order to implement the Project; and

WHEREAS, the County of San Luis Obispo incurred more than \$58,695.34 in order to implement the Project; and

WHEREAS, the County of San Luis Obispo wishes to reimburse itself and the Nipomo Community Services District for costs associated with implementing the Project; and

WHEREAS, the Nipomo Community Services District will require each property owner benefitting from the Project to repay to the Nipomo Community Services District an amount of funds equivalent to the amount of JHBG funds spent on their behalf; and

WHEREAS, the Nipomo Community Services District will use said repaid funds for future activities that benefit the community, subject to approval by the San Luis Obispo County Board of Supervisors.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Supervisors of the County of San Luis Obispo, State of California, as follows:

1. The County of San Luis Obispo approves the Agreement Regarding Use of State Jobs Housing Balance Incentive Grant Program for Tefft Street Improvements in the Nipomo Olde Towne Area, a copy of which is attached as Exhibit "A", and incorporated by reference herein as though set forth in full, and authorizes the Chairman of the Board of Supervisors to sign agreement.

Upon motion of Supervisor Ryan, seconded by Supervisor Achadjian, and on the following roll call vote, to wit:

AYES: Supervisors Ryan, Achadjian, Pinard, Chairperson Ovitt

NOES: None

ABSENT: Supervisor Bianchi

ABSTAINING: None

the foregoing resolution is hereby adopted.

HARRY L. OVITT

Chairman of the Board of Supervisors

ATTEST:

Julie L. Rodewald

Clerk of the Board of Supervisors

BY: CHERIE AISPURO Deputy Clerk

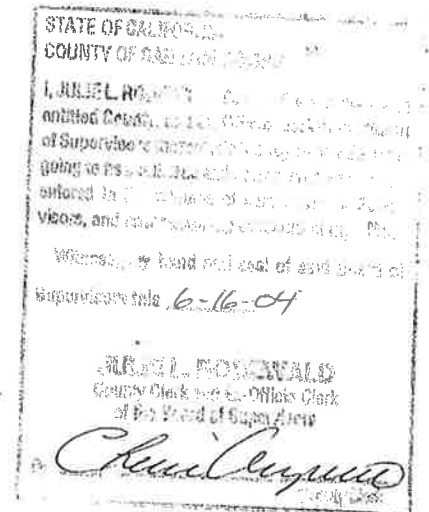
[SEAL]

APPROVED AS TO FORM AND LEGAL EFFECT:

JAMES B. LINDHOLM, JR.
County Counsel

By: [Signature]
Deputy County Counsel

Dated: 5-18-04



October 25, 2017

ITEM E-3

ATTACHMENT B

**NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2004-918**

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
APPROVING REIMBURSEMENT CHARGES
FOR DISTRICT INSTALLED WATER AND SEWER LATERALS**

WHEREAS, the Board of Directors of the Nipomo Community Services District (herein "District") entered into an agreement (herein "Grant Agreement") with the County of San Luis Obispo whereby the County agreed to reimburse District for costs of installing water and sewer laterals within Tefft Street as part of the "Tefft Street Enhancement Project"; and

WHEREAS, the State of California Jobs Housing Balance Incentive Grant Program provided the grant funding to the County for reimbursement to District; and

WHEREAS, the Grant Agreement, Paragraph 3(b) provided in relevant part "to the extent allowed by law, NCS D shall require property owners benefiting from the Tefft Street Enhancement Project to each pay an amount of money equal to the sewer and water lateral improvements extended to their parcel; and

WHEREAS, the Grant Agreement, Paragraph 3 (c) provided in relevant part "that funds collected by the District as repayment for property owners shall be segregated and subsequently reused by District for projects of community wide interest and benefit" ---; and

WHEREAS, District did install water and sewer laterals to various parcels bordering Tefft Street Said properties are more particularly described in Exhibit "A"; and

WHEREAS, pursuant to the Grant Agreement the District will be reimbursed the sum of one hundred twenty-four thousand three hundred fifty-eight dollars and sixty-six cents (\$124,358.66) for District costs in installing said water and sewer laterals; and

WHEREAS, District costs have been prorated to various parcel owners on Tefft Street consistent with Exhibit "A", attached hereto and incorporated herein by reference; and

WHEREAS, notice of public hearing on adoption of this Resolution has been mailed to each property owner identified on Exhibit "A"; and

WHEREAS, based on the facts and analysis presented by Staff, the Staff Report and public testimony received, the Board of Directors finds:

- A. That the Report pro-rating water and sewer lateral construction costs against all parcels is approved.
- B. That all parcels identified in the Report have been provided notice.
- C. That all protests concerning the division or spread of District's costs against the affected parcels were presented and over-ruled.

NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2004-918

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
APPROVING REIMBURSEMENT CHARGES
FOR DISTRICT INSTALLED WATER AND SEWER LATERALS

D. The public meeting adopting this Resolution has been properly noticed pursuant to Government Code Section 54954.2 (the Brown Act).

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

SECTION 1. The Report prorating District costs attached hereto as Exhibit "A" is hereby adopted and approved.

SECTION 2. The proration of costs against all parcels as identified in the Report is adopted and determined as final.


SECTION 3. The above-referenced Recitals and Findings are determined to be true and correct and are incorporated herein.

SECTION 4. The District General Manager is hereby authorized to record a Notice of Special Connection/Reimbursement Charge on all parcels affected by this Resolution.

On the motion of Director Trotter, seconded by Director Vierheilig, and on the following roll call vote, to wit:

AYES: Directors Trotter, Vierheilig, Wirsing, and Blair
NOES: President Winn
ABSENT: None
CONFLICTS: None

the foregoing Resolution is hereby passed, approved and adopted by the Board of directors of the Nipomo Community Services District this 13th day of October, 2004.



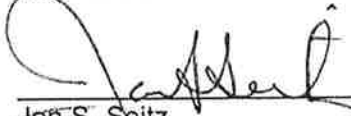
Michael Winn, President
Nipomo Community Services District

ATTEST:



Donna K. Johnson
Secretary to the Board

APPROVED AS TO FORM:



Jon S. Seitz
General Counsel

October 25, 2017

ITEM E-3

ATTACHMENT C

Recorded at the request of
Public

RECORDING REQUESTED BY:
NIPOMO COMMUNITY SERVICES DISTRICT

DOC#: **2004093438**

Titles: 1 Pages: **3**



Fees	0.00
Taxes	0.00
Others	0.00
PAID	<u>\$0.00</u>

AND WHEN RECORDED RETURN TO:
Nipomo Community Services District
P.O. Box 326
Nipomo, CA 93444

APN # See Exhibit "A"

NOTICE OF CONNECTION CHARGE

PLEASE TAKE NOTICE:

That pursuant to an agreement between the County of San Luis Obispo ("County") and the Nipomo Community Services District, as part of County's Tefft Street Enhancement Project, the District installed water and sewer laterals ("Improvements") to the real properties more particularly described in Exhibit "A".

Pursuant to District Resolution 2004-918 and the Agreement, the costs of construction and installation of the Improvements as represented in Exhibit "A" shall be included as an additional connection charge, if and when, the real properties are connected to the District's water and/or sewer system.

Executed this 14TH day of October, 2004, at Nipomo, California.

Nipomo Community Services District

By: Michael LeBrun
Name: Michael LeBrun
Title: District General Manager

(Signatures must be notarized)

NAME AND ADDRESS	APN	WATER LATERAL	SEWER LATERAL	WATER COST	SEWER COST	TOTAL
HOMER J. FOX	090-121-005	1	1	\$3,094.98	\$3,657.55	\$6,752.53
DOROTHY C GREEN	090-122-011	.5	1	\$1,547.49	\$3,657.55	\$5,205.04
DOROTHY C GREEN	090-122-012	1	1	\$3,094.98	\$3,657.55	\$6,752.53
DOROTHY C GREEN	090-122-014	.5	1	\$1,547.49	\$3,657.55	\$5,205.04
AUDREY E GEORGE	090-131-002	0	1	\$0.00	\$3,657.55	\$3,657.55
HERMRECK ENTERPRISES	090-131-003	.5	1	\$1,547.49	\$3,657.55	\$5,205.04
BETTY P ROULLARD VISALIA, CA 93277-3522	090-131-004	.5	1	\$1,547.49	\$3,657.55	\$5,205.04
VELMA D MARSALEK	090-131-005	.5	1	\$1,547.49	\$3,657.55	\$5,205.04
VERNON D EDWARDS	090-131-007	1	1	\$3,094.98	\$3,657.55	\$6,752.53
DANIEL R & REBECCA L JACOBS	090-131-008	.5	1	\$1,547.49	\$3,657.55	\$5,205.04
ROMAN CATHOLIC BISHOP OF MONTEREY	090-132-009	1	1	\$3,094.98	\$3,657.55	\$6,752.53
AUDREY E GEORGE	090-134-008	1	1	\$3,094.98	\$3,657.55	\$6,752.53
VELMA D MARSALEK	090-135-001	.5	1	\$1,547.49	\$3,657.55	\$5,205.04
VELMA D MARSALEK	090-135-003	.5	1	\$1,547.49	\$3,657.55	\$5,205.04
ROBERT S & GAY-VETTE SPENCER	090-135-006	1	1	\$3,094.98	\$3,657.55	\$6,752.53
VELMA D MARSALEK	090-135-016	.5	1	\$1,547.49	\$3,657.55	\$5,205.04
VELMA D MARSALEK	090-135-018	.5	1	\$1,547.49	\$3,657.55	\$5,205.04
MORRIS H ERWIN	090-141-002	.5	1	\$1,547.49	\$3,657.55	\$5,205.04
MORRIS H & SHIRLEY H ERWIN	090-141-004	.5	1	\$1,547.49	\$3,657.55	\$5,205.04
COUNTY OF SAN LUIS OBISPO	090-141-006	0	1	\$0.00	\$3,657.55	\$3,657.55
DORIS D LAUER	090-161-017	0	1	\$0.00	\$3,657.55	\$3,657.55
VELMA D MARSALEK	090-161-020	1	1	\$3,094.98	\$3,657.55	\$6,752.53
MELISSA M STAMEY	090-161-021	0	1	\$0.00	\$3,657.55	\$3,657.55
		13	23	\$40,234.74	\$84,123.65	\$124,358.39

Exhibit A.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

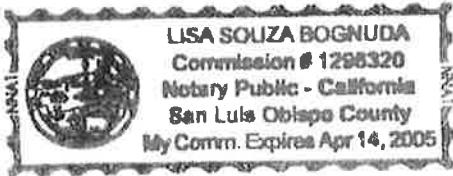
State of California

County of San Luis Obispo } ss.

On October 14, 2004 before me, Lisa Souza Bognuma
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Michael Le Brun
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Lisa Souza Bognuma
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Notice of Connection Charge

Document Date: 10/14/04 Number of Pages: 2

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



October 25, 2017

ITEM E-3

ATTACHMENT D

**NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2017-_____**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NIPOMO COMMUNITY SERVICES DISTRICT AUTHORIZING
CLOSURE OF THE STATE OF CALIFORNIA JOBS HOUSING
BALANCE GRANT AGREEMENT AND EXTINGUISHMENT OF THE
NOTICE OF CONNECTION CHARGE RECORDED PURSUANT TO
THE GRANT AGREEMENT**

WHEREAS, on or about June 8, 2004, the Nipomo Community Services District ("District") entered into an agreement ("Grant Agreement") with the County of San Luis Obispo ("County") whereby the County agreed to reimburse the District for the costs of installing water and sewer laterals within Tefft Street as part of the "Tefft Street Enhancement Project"; and

WHEREAS, the State of California Jobs Housing Balance Incentive Grant Program provided the grant funding to the County for reimbursement to the District under the Grant Agreement; and

WHEREAS, Section 3 of the Grant Agreement provided, in relevant part, that "[t]o the extent allowed by law, NCSD shall require property owners benefitting from the Tefft Street Enhancement Project to each pay an amount of money equal to the sewer and water lateral improvements extended to their parcel" and that "funds collected by the District as repayment for property owners shall be segregated and subsequently reused by the NCSD for projects of community wide interest and benefit as defined in Section 2" of the Grant Agreement; and

WHEREAS, consistent with Section 3 of the Grant Agreement, the District Board of Directors ("Board") adopted Resolution 2004-918, approving reimbursement charges for the properties benefitting from the water and sewer laterals installed as part of the Tefft Street Enhancement Project and authorizing the District General Manager to record a Notice of Special Connection/Reimbursement Charge on the benefitted parcels; and

WHEREAS, consistent with Resolution 2004-918, the General Manager recorded a Notice of Connection Charge on October 22, 2004, as Document # 2004093438, in the San Luis Obispo County Clerk/Recorder's Office, on the parcels listed in Exhibit A thereto; and

WHEREAS, since recordation of the Notice of Connection Charge, the District has collected a total of \$3,657.55, which it has held in Fund #600 since it was collected;

WHEREAS, Section 4 of the Grant Agreement provided that the term of the agreement would commence on June 8, 2004, and terminate after the grant had "been completely expended on Projects of community-wide interest or ten (10) years whichever occurs first"; therefore, the Grant Agreement has expired; and

WHEREAS, the District wishes to close out the Grant Agreement, release and extinguish the Notice of Connection Charge recorded as Document # 2004093438, and

NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2017-_____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NIPOMO COMMUNITY SERVICES DISTRICT AUTHORIZING
CLOSURE OF THE STATE OF CALIFORNIA JOBS HOUSING
BALANCE GRANT AGREEMENT AND EXTINGUISHMENT OF THE
NOTICE OF CONNECTION CHARGE RECORDED PURSUANT TO
THE GRANT AGREEMENT

apply the \$3,657.55 collected pursuant to the Grant Agreement toward a solid-waste removal program.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE BOARD OF DIRECTORS OF THE NIPOMO COMMUNITY SERVICES DISTRICT AS FOLLOWS:

Section 1. The Board finds that the Recitals set forth above are true, correct, and incorporated herein by reference.

Section 2. The Board declares that the Grant Agreement has expired and directs the General Manager to close out the Grant Agreement.

Section 3. The Board hereby directs the General Manager to record in the Office of the San Luis Obispo County Clerk-Recorder a Notice of Release and Extinguishment of the Notice of Connection Charge previously recorded as Document # 2004093438.

Section 4. The Board hereby directs the General Manager to transfer the amount of \$3,657.55 from Fund #600 to Fund #300 for the benefit of a solid-waste removal program.

Section 5. If any section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be unconstitutional, ineffective, invalid, or in any manner in conflict with the laws of the United States or of the State of California, such decision shall not affect the validity of the remaining portions of this Resolution. The Board hereby declares that it would have adopted this Resolution, and each section, subsection, sentence, clause, and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases is declared unconstitutional, ineffective, invalid, or in any manner in conflict with the laws of the United States or of the State of California.

Section 6. This Resolution shall take effect immediately.

On the motion Director _____, seconded by Director _____ and on the following roll call vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2017-_____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NIPOMO COMMUNITY SERVICES DISTRICT AUTHORIZING
CLOSURE OF THE STATE OF CALIFORNIA JOBS HOUSING
BALANCE GRANT AGREEMENT AND EXTINGUISHMENT OF THE
NOTICE OF CONNECTION CHARGE RECORDED PURSUANT TO
THE GRANT AGREEMENT

The foregoing resolution is hereby adopted this 25th day of October, 2017.

DAN GADDIS
President of the Board

ATTEST:

APPROVED AS TO FORM AND
LEGAL EFFECT:

MARIO IGLESIAS
General Manager and Secretary to the Board

WHITNEY G. McDONALD
District Legal Counsel