

IN THE BOARD OF SUPERVISORS

County of San Luis Obispo, State of California

_____ day _____, 20__

PRESENT: Supervisors

ABSENT:

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE DIRECTOR OF PUBLIC WORKS
TO EXECUTE ENGINEERING REIMBURSEMENT
AGREEMENTS FOR COUNTY SERVICE AREA SERVICES ASSOCIATED
WITH UTILITY SERVICE REQUESTS**

The following resolution is now offered and read:

WHEREAS, San Luis Obispo County operates several County Service Areas (CSAs), including: CSA 1 (Nipomo), CSA 7A (Oak Shores), CSA 10A (Cayucos), CSA 12 (Avila Area), CSA 16 (Shandon), CSA 18 (Country Club), and CSA 23 (Santa Margarita); and

WHEREAS, from time to time, individuals, businesses and other organizations (hereinafter referred to individually as the “applicant”) request the ability to connect to such systems and obtain the applicable utility service from one of the CSAs; and

WHEREAS, engineering evaluations and other work (hereinafter referred to as “CSA Services”) are often required in order to determine any conditions that may be necessary to accommodate a particular request for utility services; and

WHEREAS, the rules and regulations adopted by the Board of Supervisors for each CSA frequently require that the applicant and the County, on behalf of the relevant CSA, enter into an agreement pursuant to which the applicant will, among other things, pay the County for all costs incurred; and

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

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

WHEREAS, it is in the public interest to authorize the Director of Public Works to enter into engineering reimbursement agreements for such CSA Services subject to the approval as to form and legal effect by County Counsel.

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

1. That the Director of Public Works of San Luis Obispo County is authorized to execute and enter into engineering reimbursement agreements on behalf of the applicable County Service Area in connection with a utility service request for CSA Services in substantially the same form as the template attached hereto as Exhibit "A" and incorporated herein by this reference provided that the agreements are approved as to form and legal effect by the County Counsel's office.

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

AYES:

NOES:

ABSENT:

ABSTAINING:

the foregoing Resolution is hereby adopted on the ____ day of _____, 20__.

Chairperson of the Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

(SEAL)

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL
County Counsel

By: 
Deputy County Counsel

Dated: March 19, 2015

STATE OF CALIFORNIA, }
County of San Luis Obispo, } ss.

I, _____, County Clerk and ex-officio Clerk of the Board of Supervisors, in and for the County of San Luis Obispo, State of California, do hereby certify the foregoing to be a full, true and correct copy of an order made by the Board of Supervisors, as the same appears spread upon their minute book.

WITNESS my hand and the seal of said Board of Supervisors, affixed this _____ day of _____, 20 _____.

(SEAL)

County Clerk and Ex-Officio Clerk of the Board
of Supervisors

By _____
Deputy Clerk.

EXHIBIT A

San Luis Obispo County

Utilities Division
ENGINEERING REIMBURSEMENT AGREEMENT

This Agreement is entered into on this _____ day of _____ 20__ by and between _____ (hereinafter referred to as "Applicant") and the County of San Luis Obispo on behalf of County Service Area (insert Service Area name and number) (hereinafter referred to as "CSA").

WITNESSETH

WHEREAS, Applicant has requested (insert description of requested review) _____

_____ in
connection with its proposal to (insert description of activity/project) _____

_____ (hereinafter referred to as "Project"); and

WHEREAS, (insert background or history of Project) _____

_____ ; and

WHEREAS, (insert any applicable legal authority) _____

_____ ; and

WHEREAS, the County Board of Supervisors of San Luis Obispo County authorized the Director of Public Works to execute and enter into Engineering Reimbursement Agreements on (insert date) per Resolution No. XX-XXX; and

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

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

A. TYPE OF ACTIVITIES ELIGIBLE FOR REIMBURSEMENT

Applicant will provide reimbursement to CSA for any and all expenses incurred by CSA related to its review, analysis, recommendations, comments and critique in connection with (insert description of requested review)

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

B. OBLIGATIONS

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

4. Applicant shall be responsible for acquiring any landowner permission needed to accomplish any work related to (insert description of requested review)
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C. GENERAL TERMS

1. Applicant's obligation to reimburse CSA is not contingent or in any way dependent on any approval by the CSA, the County or any other regulatory body required in connection with the Project. Any approval of the (insert description of requested review)
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pursuant to this Agreement shall not be deemed an approval of the Project as a whole.

2. Unless otherwise provided, all notices herein required shall be in writing and delivered in person or sent by United States first class mail, postage prepaid. Notices required to be given to CSA shall be addressed as follows: Director of Public Works, San Luis Obispo County, 1050 Monterey Street, Room 206, San Luis Obispo, California 93408. Notices required to be given to Applicant shall be sent to Applicant's billing address as set forth below. Any party may change such address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.
 3. It is understood and agreed by and between the Parties hereto that this Agreement shall bind the heirs, executors, administrators, successors and assigns of the respective Parties to this Agreement.
 4. This Agreement will remain in effect until the (insert description of requested review)
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is completed. Notwithstanding the foregoing, the CSA retains the right to terminate this Agreement at any time effective immediately upon notice to Applicant.

D. SPECIAL TERMS

Based on the nature of the request, Applicant shall also (insert any additional applicable requirement(s) under e.g. rules and regulations adopted by the Board for the relevant CSA)

[SIGNATURES TO FOLLOW ON NEXT PAGE]

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

COUNTY, ON BEHALF OF CSA (insert Service Area name and number)

By: _____
Director of Public Works
San Luis Obispo County

Dated: _____

APPLICANT

By: _____
(insert Applicant name)

Its: _____
(insert Applicant title where appropriate)

Dated: _____

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL
County Counsel

By: _____
Deputy County Counsel

Dated: _____