



# SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT

Post Office Box 339, Oceano, California 93475-0339

1600 Aloha Oceano, California 93445-9735

Telephone (805) 489-6666 FAX (805) 489-2765

www.sslocsd.org

## \*\*\* NOTICE OF SPECIAL MEETING AND AGENDA \*\*\*

### BOARD OF DIRECTORS MEETING

City of Arroyo Grande, City Council Chambers

215 East Branch Street

Arroyo Grande, California 93420

**Friday September 18, 2015 at 6:00 P.M.**

#### Board Members

Jim Hill, Chair

John Shoals, Vice Chair

Matthew Guerrero, Director

#### Agencies

City of Arroyo Grande

City of Grover Beach

Oceano Community Services District

#### Alternate Board Members

Mary Lucey, Director

Tim Brown, Director

Barbara Nicolls, Director

Oceano Community Services District

City of Arroyo Grande

City of Grover Beach

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### 1. CALL TO ORDER AND ROLL CALL

### 2. PUBLIC COMMENTS ON ITEM 3A

Pursuant to the Brown Act, at special meetings members of the public may only address the Board on matters set forth within the agenda. Therefore, please limit comments accordingly.

Please adhere to the following procedures when addressing the Board:

- Comments should be limited to three (3) minutes or less.
- Your comments should be directed to the Board as a whole and not directed to individual Board members.
- Slanderous, profane or personal remarks against any Board Member, Staff or member of the audience shall not be permitted.

Any writing or document pertaining to an open-session item on this agenda which is distributed to a majority of the Board after the posting of this agenda will be available for public inspection at the time the subject writing or document is distributed. The writing or document will be available for public review in the offices of the Oceano CSD, a member agency located at 1655 Front Street, Oceano, California. Consistent with the Americans with Disabilities Act (ADA) and California Government Code §54954.2, requests for disability related modification or accommodation, including auxiliary aids or services may be made by a person with a disability who requires modification or accommodation in order to participate at the above referenced public meeting by contacting the District Manager or Bookkeeper/Secretary at (805) 481-6903.

**3. BOARD ACTION ON INDIVIDUAL ITEMS:**

**3A. CONSIDERATION OF CONTRACT FROM OCSD THAT WAS DISCUSSED AT THE MEETING OF SEPTEMBER 2, 2015**

Staff recommends that the Board (1) review and sign the attached OCSD contract that was referred to in the agenda and staff report on this matter for the Board's September 2, 2015 Board Meeting and (2) authorize the Interim General Manager to provide payment to OCSD in the amount of \$7,332.00 by September 18, 2015. Although the contents of this contract were discussed at the September 2, Board Meeting, and the Board has stated that it intended to approve the contract at that time, the contract itself was inadvertently left out of the staff report.

**4. ADJOURNMENT**



# 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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## BILLING SERVICES AGREEMENT

This Billing Services Agreement (“Agreement”) is entered into day of September \_\_, 2015, between the SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT (“Sanitation District”) and OCEANO COMMUNITY SERVICES DISTRICT (“OCSD”) (collectively “Parties”).

WHEREAS, OCSD has historically provided routine billing services for the Sanitation District ratepayers living in Oceano; and

WHEREAS, on June 10, 2015, OCSD approved an agreement to continue to provide billing services to the Sanitation District; and

WHEREAS, the OCSD proposed agreement was not approved by the Sanitation District and OCSD ceased providing these services as of July 1, 2015; and

WHEREAS, the Sanitation District has not established a means to bill its customers resulting in a lapse of billing for the period from mid-May 2015 through mid-July 2015, which would have been included in the OCSD bills sent out after July 1, 2015, and due in August 2015; and

WHEREAS, the Sanitation District desires to again retain OCSD to provide routine bi-monthly billing services to the Sanitation District ratepayers on its behalf; and

WHEREAS, the Sanitation District also desires to have OCSD collect connection fees due the Sanitation District as independently determined and verified by the Sanitation District; and

WHEREAS, OCSD agrees to collect the connection fees upon the effective date of this agreement and to provide routine monthly billing services to the Sanitation District including retroactive billing for the period covering mid-May through mid-July, and referred herein as the “August 2015 billing cycle.”

NOW THEREFORE, in consideration of the mutual agreements set forth herein, the Parties agree as follows:

1. **Services.** In return for payment of the Service Fee, and provided that the Sanitation District is not in breach of the Agreement, OCSD agrees, during the Term, to include in its billing statements the routine charges for services provided by the Sanitation District to Sanitation District ratepayers and as submitted to OCSD by the Sanitation District. OCSD will also commence collecting connection fees due the Sanitation District provided, however, that any and all such connection fees or other charges shall



## Oceano Community Services District

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be determined and verified by the Sanitation District together with the determination on whether any special conditions need to be established for said new connection, including but not limited to the determination of any Special Industrial Use Permits.

2. **August 2015 “Catch Up” Billing.** The Sanitation District shall pay to the OCSD the Service Fee plus additional costs incurred by OCSD for the Catch Up Billing, including but not limited to the cost of postage, and other additional costs that normally would not have been incurred if not for the lapse in billing. The Service Fee shall be due and payable upon execution of this Agreement. Upon receipt of the Service Fee, OCSD will bill Sanitation District ratepayers that were otherwise billed for Oceano services in the regularly sent August 2015 billing cycle. OCSD will deduct from revenues collected from Sanitation District customers the amount of postage and other additional costs for the Catch Up billing in determining the amount that OCSD remits to the Sanitation District. OCSD will provide an itemized accounting of all of such additional costs.
3. **Term.** The initial Term of this Agreement shall commence on August\_\_, 2015, and unless earlier terminated as provided herein, shall continue thereafter for a period of one (1) year. Upon the expiration of the initial Term or renewal Term, as applicable, the Agreement shall renew for additional, consecutive renewal Terms for one year each, unless either party notifies the other party in writing at least sixty (60) days prior to the end of the then current Term.
4. **Fees.** The Sanitation District agrees to pay OCSD Three Thousand Six Hundred and Sixty Six Dollars (\$3,666) (“Service Fee”) for each two month billing cycle as follows: Upon the execution of this Agreement, the Sanitation District shall pay OCSD the Service Fee as provided in Section 2 of this Agreement. Thereafter, the Sanitation District shall pay the Service Fee, without notice or request, on or before the 15<sup>th</sup> day of September, November, January, March, May, and July of each Term or renewal Term.
5. **Termination.** The Sanitation District may terminate this Agreement, for any or no reason, upon sixty (60) days written notice to the OCSD. In addition, either party may terminate this Agreement by written notice if the other party commits a material breach of this Agreement and fails to cure such breach within thirty (30) days of receipt of a written said notice. Upon an event of Termination that occurs at any time other than the end of a Term, any services provided prior to the date of termination shall remain payable until paid in full.
6. **Suspension of Service.** In addition to any other rights under the Agreement, the Sanitation District agrees that OCSD may suspend services during any period that the



## Oceano Community Services District

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Sanitation District fails to pay amounts due under this Agreement. Upon suspension, any services provided prior to the date of suspension remain payable until paid in full.

7. **Time is of the Essence.** The Sanitation District must approve and execute this Agreement by September 18, 2015, and provide payment in the amount of \$3,666 for the August 2015 Billing Cycle in addition to \$3,666 for the subsequent billing cycle for a total of \$7,332 or this Agreement will be null and void.

IN WITNESS WHEREOF, DISTRICT and OCEANO COMMUNITY SERVICES DISTRICT have executed this Agreement the date first written above.

SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT

By: \_\_\_\_\_  
Jim Hill, Chairman of the Board

Approved as to Form:

By: \_\_\_\_\_  
\_\_\_\_\_, District Legal Counsel  
South San Luis Obispo County Sanitation District

By: \_\_\_\_\_  
Mary Lucey, President of the Board

Attest:

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

Approved as to Form:

By: \_\_\_\_\_  
Jeff Minnery, District Legal Counsel