

December 1, 2016

TO:

Honorable LOCSD Board of Directors

FROM:

Renee Osborne, General Manager

SUBJECT:

Agenda Item 9D - 12/1/2016 Board Meeting

General Manager Report

### General Manager Activity for the October/November 2016

### Staff:

On October 27<sup>th</sup>, I had a joint staff meeting to discuss water, fire, and administration's current needs and concerns.

- I have met separately with Fire Staff to discuss administration allocation and ways to bring down their shared costs for the 2017-2018 budget year. They had not received a general ledger regarding their fund account in a few years; which they received immediately. I will make sure that they receive one monthly from now on. Chief Taylor mentioned that they would be working on the 4.0 staffing report once he started in January. I also met with Fire Marshall Salas regarding changes to the Ordinance on the fire prevention code.
- I have been working with the Bookkeeper on the changes to the budget presentation which were requested at the Finance Committee meeting and had him submit a balance sheet which was presented at the joint Finance and Utility Meeting in November. I will be looking for a local bookkeeper to take over the current bookkeeper's responsibilities, payroll and other accounting duties. I feel that this total should stay around the same price as Warmerdam's contract. I am currently working on an RFP.
- With a local bookkeeper in place, there will be less burden on the current Administrative Staff person who took on the responsibilities of the Administrative Services Manager, Accountant and Admin Accountant duties. Ann Kudart will be moved up to Administrative Service Manager. We will also need to RFP for the Utility Manager position, but hope to fill the position with Margaret Falkner. Currently the Utility Manager's job duties have been split among two other employees. With these two changes, we should see less overtime impacting the administrative budget.
- I have met with the District Engineer, Rob Miller and Utilities Staff. They have been directed to work on the assets list, and the capital improvement list. Mr. Miller and I are currently working on preparing for upcoming grant cycles, and how it will affect the 2016-2017 budget.

#### **District Changes:**

The District offices have moved around. We needed to vacate suite 202 which use to contain two previous employees with all of their equipment and paperwork of over 2 years. We moved 2 office personnel over to suite 106 and currently prepping the larger portion of the suite for the future board room. Some renovations need to be made which will be covered by a landlord allowance. The Board room should be ready for the January 2017 meeting.

### **Barnett & Cox Contract**

The previous General Manager entered into a 6 month maintenance contract for the Facebook Page with Barnett & Cox which will expire at the end of December. At the end of the contract I would like to hire a Cal Poly intern to not only maintain the Facebook page, but also keep the District website updated. My idea is to hire someone that would have some new ideas on conservation and marketing.

President Marshall E. Ochylski

Vice President Jon-Erik G. Storm

**Directors**Charles L. Cesena
Louis G. Tornatzky
R. Michael Wright

General Manager Renee Osborne

District Accountant
Warmerdam CPA Group

Unit Chief Scott M. Jalbert

Battalion Chief Tom McEwen

Mailing Address: P.O. Box 6064 Los Osos, CA 93412

Offices:

2122 9<sup>th</sup> Street, Suite 102 Los Osos, CA 93402

Phone: 805/528-9370 FAX: 805/528-9377

www.losososcsd.org

### **General Activity:**

- I am currently working with Golden State on being part of their super Hero Christmas Parade float. They have graciously asked us to join their "Guardians of the Aquifer" theme.
- I've been meeting with community members, legal counsel, board of directors and committee members. I have attended all committee meetings this month and the WRAC and IRWM meetings on behalf of the District.

Attachments

### **Renee Osborne**

From:

Courtney Meznarich <cmeznarich@barnettcox.com>

Sent:

Thursday, November 17, 2016 2:07 PM

To:

Renee Osborne

Cc:

Dave Cox

Subject:

BCA Proposals & 2015 Year End Report

**Attachments:** 

June 2016 LOCSD Water Conservation Social Media Maintenance Proposal.pdf; 2016 LOCSD Water Conservation Campaign Proposal.pdf; LOCSD Water Conservation

Campaign Proposal 8 26 14\_final.pdf; LOCSD Annual Report (web).pdf

#### Hi Renee,

So nice to catch up with you this afternoon. Attached, you'll find our proposals for 2015 (1) and 2016 (2, 6 month contracts), outlining the scope of services provided. You'll also find the 2015 year-end report, detailing everything we accomplished last year. Of course, the report for 2016 is not yet available, but here are some highlights under our reduced contract:

### Conservationists of the Year Video Series

- 10 videos shot with the Conservationists of the Year (Los Osos residents and beloved, well-known community leaders)
- Of 7/10 videos published so far, we've received 22,130 views
- Tips include using recycled water to flush toilets; using recycled water to water plants & trees; installing a low water-use water softener; not wasting water accidentally; using a bucket in the shower to collect water for reuse; removing landscaping; doing only full loads of laundry; asking kids to keep a notebook of different ways to save water; using a spigot key for outdoor hoses

### Facebook Page

- 1,570 page likes
- 3,500 post likes
- Average weekly reach (the number of people who see our posts each week, whether they've 'liked' our page or not) 2,264
- Other Facebook highlights
  - Most comments are positive, and many are constructive, with Los Osos residents offering tips to other Los Osos residents about how they're saving water
  - Very few negative or critical comments, with most originating from Bill Spencer, Mike Morgan and Julie Tacker
  - Facebook has been used to promote free water conservation tools available at the district office,
     which Jason Zatt has had to re-order because of the product popularity among residents

I hope this helps. Thanks again for your call, and good luck!

### Courtney Meznarich Account Manager



BARNETT COX & ASSOCIATES 711 Tank Farm Road, Suite 210 San Luis Obispo, CA 93401 805.545.8887 805.788.4434 direct 805.545.0860 fax www.barnettcox.com

### Los Osos Community Services District P.O. Box 6064 Los Osos, CA 93412

### **CONTRACT SERVICE AGREEMENT**

Exhibit "A" – Description of Scope of Services or Project ("Water Conservation Campaign Proposal") to be completed by Contractor.

Exhibit "B" – A listing of hourly rates of Contractor's personnel, a schedule of direct costs, a budget for subcontractors, and a total Project budget.

THIS AGREEMENT (hereinafter referred to as "Agreement") is made by and between the Los Osos Community Services District, a Community Services District duly existing and operating pursuant to the provisions of Government Code Section 61000 et seq. (hereinafter referred to as "LOCSD" or "District") and Barnett Cox & Associates, a California corporation (herein referred to as "Contractor"), with reference to the following recitals:

### **RECITALS**

- A. The District intends to execute a comprehensive public information campaign to inform the public regarding the critical state of water resources in Los Osos and the need to immediately conserve water.
- B. Barnett Cox & Associates has prepared a phased implementation plan for the water conservation campaign that includes the elements desired by the LOCSD.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

- 1. **DESIGNATED REPRESENTATIVES**. KATHY KIVLEY, General Manager at telephone number (805) 528-9370 is the representative of LOCSD and will administer this Agreement for and on behalf of LOCSD. Dave Cox at telephone number 805-545-8887 is the authorized representative for Contractor. Changes in designated representatives shall be made only after advance written notices to the other party.
- **2. NOTICES**. Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first-class mail, postage prepaid, or otherwise delivered as follows:

LOCSD:

Los Osos Community Services District

P.O. Box 6064

Los Osos, CA 93412 Attn: Kathy Kivley

Facsimile: (805) 528-9377

CONTRACTOR:

Barnett Cox and Associates 711 Tank Farm Road, Suite 210

San Luis Obispo, Ca 93401

Attn: David Cox

Facsimile: 805-545-0860

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

- **3. ATTACHMENTS.** Attached to this Agreement are the following Exhibits that are incorporated herein by reference.
- A. Exhibit "A" Description of "Scope of Services" or "Project" to be completed by Contractor.
- B. Exhibit "B" A listing of hourly rates of Contractor's personnel, a schedule of direct costs, a budget for subcontractors, and a total Project budget.
- **4. SCOPE OF SERVICES.** Contractor agrees to provide the services to LOCSD in accordance with Exhibits "A" and "B" (herein the "Project").
- **5. TERM.** Contractor shall commence performance within five (5) days of LOCSD's Notice to Proceed, and unless otherwise directed in writing by LOCSD or unless earlier terminated as provided in this Agreement, shall complete performance on or before March 1, 2015.

### 6. COMPENSATION OF CONTRACTOR.

- A. The Contractor will be paid for services provided to LOCSD on a time and material basis in accordance with the schedule set forth in Exhibit "B". Contractor shall invoice the LOCSD in accordance with subparagraph B, below.
- B. Provided Contractor is not in default of this Agreement, payment of undisputed amounts are due within sixty (60) days of receipt of invoices. Invoices shall reflect the date the service was provided, the person or subcontractor who performed the service, the amount of time spent on the date the service was provided, a computation of compensation and a percentage of completion of the Project. Disputed amounts shall be resolved pursuant to the dispute resolution provisions of Section 25 below.
- C. The contract budget of seventeen thousand, eight hundred, twenty one (\$17,821) shall not be exceeded without the prior written authorization of LOCSD.
- D. Payment to Contractor shall be considered as full compensation of all personnel, subcontractors, materials, supplies, and equipment used in carrying out the services as stated in Exhibits "A" and "B".
- E. LOCSD's failure to discover or object to any unsatisfactory work or billing prior to payment will not constitute a waiver of LOCSD's right to:
  - 1. Require Contractor to correct such work or billings; or
  - 2. Seek any other legal remedy.
- 7. RETENTION OF FUNDS. Contractor authorizes LOCSD to deduct from any amount payable to Contractor any amounts the payment of which may be in dispute or that are necessary to compensate LOCSD for any losses, costs, liabilities, or damages suffered by LOCSD, and all amounts for which LOCSD may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness exists that appears to be the basis for a claim of lien, LOCSD may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of LOCSD to exercise the right to deduct or to withhold will not, however, affect the

obligations of the Contractor to insure, indemnify, and protect LOCSD as elsewhere provided in this Agreement.

### 8. ADDITIONAL SERVICES.

- A. Should services be requested by LOCSD which are considered to be beyond the Scope of Services referenced in Exhibit "A" to this Agreement, the Contractor shall provide LOCSD with a Contract Budget and a timeline for completion of such Additional Services to LOCSD's Contract Administrator. Contractor shall not provide Additional Services until Contractor has received written approval from the LOCSD Contract Administrator to perform the same. Should the Contractor elect to proceed prior to receiving written approval from the LOCSD Contract Administrator for Additional Services, the Contractor does so at Contractor's own risk.
- B. The LOCSD Contract Administrator is authorized to increase the total Contract Budget to twenty thousand (\$20,000), without further approval of the LOCSD Board of Directors, to facilitate Contract Amendments for Additional Services.
- 9. INDEPENDENT CONTRACTOR. Contractor, its agents and contractors, are independent contractors, responsible for all methods and means used in performing the Contractor's services under this Agreement, and are not employees, agents or partners of LOCSD. Further, all subcontractors and subconsultants listed in Exhibits are subcontractors and/or subconsultants of Contractor and are not employees, agents or subcontractors of the LOCSD. The Contractor may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of LOCSD.

### 10. PERFORMANCE STANDARDS.

- A. Compliance with laws. Contractor shall (and shall cause its employees, agents and subcontractors), at its sole cost and expense, to comply with all LOCSD, County, State and Federal laws, ordinances, regulations and statutes now in force or which may hereafter be in force with regard to the Project and this Agreement.
- B. Standard of Performance. Contractor represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, Contractor shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which Contractor is engaged. All products of whatsoever nature which Contractor delivers to LOCSD pursuant to this Agreement shall conform to the standards of quality normally observed by a person practicing in Contractor's profession. Contractor shall correct or revise any errors or omissions at LOCSD's request without additional compensation.
- C. Permits and/or licenses, required to undertake the Project contemplated by this Agreement shall be obtained and maintained, at Contractor's sole cost, and without additional compensation throughout the term of this Agreement.
- D. It is understood and agreed that the LOCSD relies upon the professional skills of Contractor to do and perform the services in a skillful and professional manner without errors and omissions.
- 11. FAMILIARITY WITH SERVICES TO BE PERFORMED. By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the Scope of Services to be performed; (b) has carefully considered how the services should be performed; and (c) fully understands the difficulties and restrictions attending performance of the services under this Agreement.

- **12. TAXES.** Contractor shall pay all taxes, assessments and premiums under the federal Social Security Act, any applicable unemployment insurance contributions, Workers Compensation insurance premiums, sales taxes, use taxes, personal property taxes, or other taxes or assessments now or hereafter in effect and payable by reason of or in connection with the services to be performed by Contractor
- 13. CONFLICT OF INTEREST. Contractor covenants that neither it, nor any officer or principal of its firm, or subcontractors retained by Contractor has, or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of LOCSD or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of the Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the LOCSD Manager. Contractor agrees to at all times avoid conflicts of interest, or the appearance of any conflicts of interest, with the interests of the LOCSD in the performance of this Agreement.
- **14. RESPONSIBILITIES OF LOCSD.** LOCSD shall provide all information reasonably necessary by Contractor in performing the services provided herein.
- 15. OWNERSHIP OF DOCUMENTS. All specifications, data, reports and other instruments of professional service prepared by Contractor and of Subcontractors during the performance of this Agreement shall become the property of LOCSD, except one copy of Contractor's work product may be kept in the files of Contractor. However, Contractor shall not release its work product/instruments of professional services to any other person or organization without the prior written consent of LOCSD.
- 16. RECORDS, AUDIT AND REVIEW. Contractor and Contractor's subcontractors shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Contractor's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. LOCSD shall have the right to audit and review all such documents and records at any time during Contractor's regular business hours or upon reasonable notice.

### 17. INDEMNIFICATION.

Α. Contractor shall indemnify, defend, and hold harmless LOCSD, the LOCSD Board of Directors, each member thereof, present and future, its officers, agents and employees from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees. arising from the negligent acts or omissions, or willful misconduct of Contractor, its officers, employees, agents, subcontractors, or vendors in performing services pursuant to this Agreement. It is further agreed, Contractor's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of LOCSD, the LOCSD Board of Directors, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of LOCSD, its officers, employees or agents. Payment by LOCSD is not a condition precedent to enforcement of this indemnity. In the event of any dispute between Contractor and LOCSD, as to whether liability arises from the sole negligence of the LOCSD or its officers, employees, agents, subcontractors or vendors, Contractor will be obligated to pay for LOCSD's defense until such time as a final judgment has been entered adjudicating the LOCSD as solely negligent. Contractor will not be entitled, in the event of such a determination, to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

- B. Nothing contained in the foregoing indemnity provisions shall be construed to require Contractor to indemnify LOCSD, against any responsibility or liability in contravention of Civil Code 2782.
- C. Neither termination of this Agreement or completion of the Project under this Agreement shall release Contractor from its obligations referenced in subsections A, above, as to any claims, so long as the event upon which such claims is predicated shall have occurred prior to the effective date of any such termination or completion and arose out of or was in any way connected with performance or operations under this Agreement by Contractor, its employees, agents or subcontractors, subconsultants, or the employee, agent, subcontractor, or subconsultant of any one of them.
- D. Submission of insurance certificates or submission of other proof of compliance with the insurance requirements in the Agreement does not relieve Contractor from the obligations of this Section 17. The obligations of this Section shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.
- E. In the event the provisions of this Section conflict with the provisions contained in the Exhibits, the language of this Section shall prevail over the provisions in the Exhibits.

### 18. INSURANCE.

A. Contractor and its subcontractors shall procure and maintain insurance with companies authorized to do business in the State of California and assigned an A.M. Best's rating of no less than A-(IX), the following insurance coverage on an "occurrence basis", written on the ISO form shown below (or its equivalent) at the limits of liability specified for each:

General Liability Insurance

(including coverage for premises, products and completed operations, independent contractors/ vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$1 Million per occurrence.

\$2 Million in the aggregate (ISO Form CG001 11/85)

Commercial Automobile Liability Insurance \$1 Million per accident (ISO Form CA001 12/90)

Workers' Compensation Insurance Statutory Employer's Liability Insurance \$1 Million policy limit

- B. The General and Commercial Automobile liability policies shall be endorsed to include the following:
- (1) LOCSD, it officers, directors, employees and agents shall be named as Additional Insureds; and
- (2) The coverage afforded LOCSD shall be primary and non-contributing with any other insurance maintained by LOCSD.
- (3) If not covered separately under a business automobile liability policy, the general liability policy shall also be endorsed to include non-owned and hired automobile liability.
- C. Prior to commencing work under this Agreement, Contractor shall provide LOCSD with Certificates of Insurance evidencing compliance with the foregoing requirements, accompanied by copies of the required endorsements. Certificates of Insurance for commercial general liability, automobile liability, workers' compensation, employer's liability, and professional liability insurance

shall specify that the insurer shall give LOCSD thirty (30) days advance written notice by the insurer prior to cancellation of the policy except ten (10) days for nonpayment of premium.

D. All insurance coverage required hereunder shall be kept in full force and effect for the term of this Agreement. Professional liability insurance shall be maintained for an additional, uninterrupted period of three (3) years after termination of this agreement, provided such insurance is commercially available at rates reasonably comparable to those currently in effect. Certificates of Insurance evidencing renewal of the required coverage shall be provided within ten (10) days of the expiration of any policy at any time during the period such policy is required to be maintained by Contractor hereunder. Any failure to comply with this requirement shall constitute a material breach of this Agreement.

### 19. PERSONNEL.

- A. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. All of the services required hereunder will be performed by the Contractor or under Contractor's supervision, and all personnel engaged in the work shall be qualified to perform such services.
- B. Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's employees, associates and subcontractors assigned to perform the services required under this Agreement.
- **20. NONEXCLUSIVE AGREEMENT.** Contractor understands that this is not an exclusive Agreement and that LOCSD shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by Contractor as the LOCSD desires.
- **21. ASSIGNMENT.** Contractor shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of LOCSD and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.
- 22. TEMPORARY SUSPENSION. The LOCSD's Contract Administrator shall have the authority to suspend this Agreement and the services contemplated herein, wholly or in part, for such period as he/she deems necessary due to unfavorable conditions or to the failure on the part of the Contractor to perform any provision of this Agreement. Contractor will be paid for services performed through the date of temporary suspension. In the event that Contractor's services hereunder are delayed for a period in excess of six (6) months due to causes beyond Contractor's reasonable control, Contractor's compensation shall be subject to renegotiation

### 23. TERMINATION.

- A. Right to terminate for District convenience. LOCSD retains the right to terminate this Agreement for any reason by notifying Contractor in writing thirty (30) days prior to termination. Upon receipt of such notice, Contractor shall promptly cease work and notify LOCSD as to the status of its performance. LOCSD shall pay Consultant for its reasonable costs and expenses through the date of termination. However, if this Agreement is terminated for fault of Contractor, then LOCSD shall be obligated to compensate Contractor only for that portion of Contractor services which are of benefit to LOCSD, up to and including the day Contractor receives notice of termination from LOCSD.
- B. Return of materials. Upon such termination, Consultant shall immediately turn over to the District copies of studies, drawings, mylars, computations, computer models and other instruments of professional services, whether or not completed, prepared by Consultant, or given to Consultant in connection with this Agreement. Consultant, however, shall not be liable for LOCSD's use of incomplete materials or for LOCSD's use of complete documents if used for other than the project or scope of services contemplated by this Agreement.

**24. BREACH OF LAW.** In the event the Contractor or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public consultant or contractor; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraphs 13, 26, 27, or 28 of this Agreement; or for any other cause the District determines to be so serious and compelling as to affect Contractor's responsibility as a public consultant or contractor, including but not limited to, debarment by another governmental agency, then the District reserves the unilateral right to terminate this Agreement, seek indemnification and/or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper.

### 25. DISPUTE RESOLUTION CLAIMS UNDER \$50,000.

- A. Prior to seeking any other relief permitted by law, LOCSD and Contractor agree that disputes between them arising out of or relating to this Agreement where the amount in controversy is less than fifty thousand dollars (\$50,000) shall be submitted to Non-Binding Mediation, unless the parties mutually agree otherwise. If the parties are unable to agree on a mediator, then either party can request the Presiding Judge of the San Luis Obispo County Superior Court to appoint a mediator. Said appointment shall be binding on the parties. The cost of mediation shall be borne equally by LOCSD and Contractor.
- B. If the parties are unable to resolve the dispute through mediation, the parties shall resolve the dispute through binding arbitration pursuant to Section 1280 et seq. of the California Code of Civil Procedure, with an arbitrator mutually acceptable to the parties. If the parties are unable to agree on an arbitrator, then either party can request the Presiding Judge of San Luis Obispo Superior Court to appoint an arbitrator. Said appointment shall be binding on the parties. The cost of the arbitrator shall be borne equally by the parties. The arbitrator shall have the authority to include in his award the payment of the prevailing parties attorney's fees.
- **26. LOCSD NOT OBLIGATED TO THIRD PARTIES.** LOCSD shall not be obligated or liable for payment hereunder to any party other than the Contractor.
- **27. NON-DISCRIMINATION.** Contractor shall not discriminate in any way against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with, or related to, the performance of this Agreement.
- 28. UNAUTHORIZED ALIENS. Contractor shall comply with all the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein.
- 29. PREVAILING WAGE. Contractor shall, be responsible for determining whether the Project to be performed under this Agreement require the payment of prevailing wages and if so, Contractor shall to the extent required by the California Labor Code, pay no less than the applicable prevailing wage rates to workers and professionals as determined by the Director of Industrial Relations of the State of California pursuant to California Labor Code, Part 7, Chapter 1, Article 2. Copies of the wage determination are on file at the LOCSD's office or are otherwise available on the Web at www.cslb.ca.gov.
- 30. COSTS AND ATTORNEY'S FEES. Except for disputes that are resolved by non-binding mediation, the prevailing party in any action between the parties to this Agreement brought to enforce

the terms of this Agreement or arising out of this Agreement may recover its reasonable costs and attorney's fees expended in connection with such an action from the other party.

- **31. SECTION HEADINGS.** The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.
- **32. SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.
- **33. REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to the Parties is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.
- **34. NON-LIABILITY OF DISTRICT OFFICERS AND EMPLOYEES.** No officer or employee of District will be personally liable to Contractor, in the event of any default or breach by the District or for any amount that may become due to Contractor.
- **35. INTERPRETATION OF THIS AGREEMENT.** The parties acknowledge that each party and its attorney had the opportunity to review, negotiate and revise this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any document executed and delivered by any party in connection with the obligations contemplated by this Agreement.
- **36. TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement and each covenant and term is a condition herein.
- **37. NO WAIVER OF DEFAULT.** No delay or omission of LOCSD to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default of an acquiescence therein; and every power and remedy given by this Agreement to LOCSD shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of LOCSD.
- 38. ENTIRE AGREEMENT AND AMENDMENT. In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.
- **39. SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.
- **40. CALIFORNIA LAW.** This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of San Luis Obispo, if in state court, or in the federal court nearest to San Luis Obispo County, if in federal court.
- **41. EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all

such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

**42. CONTRACTOR'S AUTHORITY TO EXECUTE.** The persons executing this Agreement on behalf of the Contractor warrant that; (i) the Contractor is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the Contractor; (iii) by so executing this Agreement, the Contractor is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the Contractor is bound.

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**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective on the date executed by the LOCSD.

CONTRACTOR	
By: Dell	
Date: 9/15/2014	
Name: EVP/GIU	
Date:	
Name: Title:	

LOS OSOS COMMUNITY SERVICES DISTRICT

Kathy A. Kivley
General Manager

Los Osos Community Services District

Date: Sept 04, 2014

ATTEST:

Michael W. Seitz — District Legal Counsel

Date: 9/22/14



### MEMORANDUM

Date:

August 8, 2014

To:

Jason Zatt, Los Osos Community Services District

Rob Miller, Wallace Group

From:

Dave Cox

Re:

Los Osos Water Conservation Public Outreach Campaign

Thank you for your time on Monday to review the draft Communications Plan and campaign concepts and designs.

Per your request we have estimated costs for a comprehensive outreach campaign, broken into two phases, detailing the component work needed to implement the campaign.

The estimates do not include all production and media because reach and unit totals still need to be determined. Once the components are set we will solicit bids to determine the remaining production costs and paid media.

### Phase 1

Service	Cost	
Graphic Design (11 hours)	\$1,485	
Coordination (20 hours)	\$2,000	
Copywriting (2 hours)	\$270	
Account Management (15 hours)	\$2,025	
Phase 1 Project Elements		
Media Relations		
Poster development/printing		
<ul> <li>Printing OPTION A: (full color, 1-sided, 11x17, Gloss Book)</li> <li>QTY: 1000</li> </ul>	Add \$459	
- OPTION B: (full color, 1-sided, 24x36 Gloss Book) QTY: 1000	Add \$1,556	
nsert development for distribution in billing (does not include postage)	\$1,055	
- Printing (full color, front/back) QTY: 5,000		
Ad design for use in sponsorship for MBHS, Bay News		
Press release development/distribution		

### Channel 20 slide

Account management and coordination (partnerships, stakeholder engagement, meetings, client services, event strategy

Phase 1 Total w/option A	\$7,294
Phase 1 Total w/option B	\$8,391

### Phase 2

Service	Cost	
Graphic Design (9 hours)	\$1,215	
Web Development (6 hours)	\$810	
Copywriting (3 hours)	\$405	
Coordination (16 hours)	\$1,600	
Account Management ((12 hours)	\$2,160	
Phase 2 Project Elements		
<ul> <li>Website landing page development</li> </ul>		
- Farmer's Market booth design		
<ul> <li>Collateral design – table tents, stickers, new signage with</li> </ul>		
landing page		
- Development of partnerships, stakeholder engagement,		
student contesting coordination, meetings, client services)		
Optional:		
- Facebook page set up and maintenance for 6 months	Add \$3,240	
Phase 2 Total	\$6,190	1 200

\$9,430

Courtney and I are available to review these costs and answer any of your questions. We look forward to hearing from you.

Phase 2 Total w/optional 6-month social media package



### Los Osos CSD

### **Water Conservation Campaign Proposal**

**Goal:** BCA has been invited by LOCSD to design a water conservation campaign to educate community consumers about the urgent importance of saving water on an indoor and outdoor basis, as well as informing consumers about the opportunities and benefits available to them if they do so. LOCSD would like to see further water conservation, indoor water-saving retrofits, and outdoor water conservation measures.

Campaign approach: The campaign is two phases to ensure short and long-term goals are met.

**Phase 1:** Includes BCA services to develop media message, collateral material, and direct mail pieces for billing inserts. Coordination with countywide effort will emphasize indoor conservation and water conservation resources and rebates, as well as cost savings to consumers for purchasing energy efficient appliances.

**Phase 2:** Includes BCA services to maintain community-wide campaign, with development of owned properties including Farmer's Market booth redesign, website landing page development, Facebook page setup and maintenance, and ongoing stakeholder engagement.

### **Success Metrics**

News Coverage	Obtain third-party focus on Los Osos water issues; expanded coverage in print, television, radio advertising
Internet/Social Media	Documentation of visits, page views on website; Establish Facebook presence and increased followers
Community Participation	Distribution of outdoor materials, anecdotal observation of lawn signs, participation in county retrofit program with local retailers, outreach through local participating nursery and landscape businesses
Reduced Water Usage	Monthly documentation of water use; published results.

See detailed cost breakdown and deliverables on next page.

## Phase 1

Service	Cost
Graphic Design (11 hours)	\$1,485
Coordination (20 hours)	\$2,000
Copywriting (2 hours)	\$270
Account Management (15 hours)	\$2,025
Phase 1 Project Elements	
Media Relations	
Poster development/printing	
<ul> <li>Printing OPTION A: (full color, 1-sided, 11x17, Gloss Book) QTY: 1000</li> </ul>	Add \$459
<ul> <li>OPTION B: (full color, 1-sided, 24x36 Gloss Book) QTY:</li> <li>1000</li> </ul>	Add \$1,556
Insert development for distribution in billing (does not include	\$1,055
postage)	
- Printing (full color, front/back) QTY: 5,000	
Ad design for use in sponsorship for MBHS, Bay News	
Press release development/distribution	
Channel 20 slide	
Account management and coordination (partnerships,	
stakeholder engagement, meetings, client services, event	
strategy	
Phase 1 Total w/option A	\$7,294
Phase 1 Total w/option B	\$8,391

## Phase 2

Service	Cost
Graphic Design (9 hours)	\$1,215
Web Development (6 hours)	\$810
Copywriting (3 hours)	\$405
Coordination (16 hours)	\$1,600

## Account Management ((12 hours)

### \$2,160

### Phase 2 Project Elements

- Website landing page development
- Farmer's Market booth design
- Collateral design table tents, stickers, new signage with landing page
- Development of partnerships, stakeholder engagement, student contesting coordination, meetings, client services)

### Optional:

- Facebook page set up and maintenance for 6 months	Add \$3,240
Phase 2 Total	\$6,190
Phase 2 Total w/optional 6-month social media package	\$9,430



## Los Osos CSD 2016 Water Conservation Campaign Maintenance Proposal (6 months) January 15, 2016

**Goal:** BCA will continue to work with LOCSD to maintain a water conservation campaign to educate community consumers about the urgent importance of saving water on an indoor and outdoor basis, as well as informing consumers about the opportunities and benefits available to them if they do so. LOCSD would like to see further water conservation, indoor water-saving retrofits, and outdoor water conservation measures.

**Campaign approach:** Ongoing maintenance (6 months) to continue to encourage water conservation via established connections with the media and an established social media platform. Maintenance phase includes advertising spend for Facebook.

Includes BCA services to develop media messages, design collateral material, maintain the splash page and monitor and update the Facebook page. Coordination with countywide effort will emphasize indoor conservation and water conservation resources and rebates, as well as cost savings to consumers for purchasing energy efficient appliances.

### **Success Metrics**

News Coverage	Obtain third-party focus on Los Osos water issues; expanded coverage in print, television, radio advertising
Internet/Social Media	Documentation of visits, page views on website; Establish Facebook presence and increase followers
Reduced Water Usage	Monthly documentation of water use; published results on website and social media

See detailed cost breakdown and deliverables on next page.

Service		Cost
Creative (includes graphic design	, copywriting, web	
development/maintenance) (30 l	nrs creative)	\$4,050
Account Management/Productio	n Coordination (30 hrs)	\$4,050
Account Executive (4 hrs)		\$540
Project Elements		
Media Relations		
Press release development and d	istribution (x6)	
Facebook page content creation	& maintenance	
Collateral design (as needed)		
Web maintenance		
Account management and coord	ination (meetings, client	
services, event strategy, social m	edia strategy and development)	
Media Spend		
Facebook Page Promotion to incr	ease follower base	
(\$100/month)		\$600
Facebook Post Promotion to incre	ease post visibility and	
engagement among current followers (\$100/month)		\$600
		3000
Total:		\$9,840
Contractor: David Cox, BCA		
contractor. David cox, BCA		
	Data	
Date:		
LOCSD:		
	Date:	



## Los Osos CSD 2016 Water Conservation Social Media Maintenance Proposal (6 months)

June 20, 2016 - December 31, 2016

Goal: BCA will continue to work with LOCSD to maintain a water conservation campaign to educate community consumers about the urgent importance of saving water on an indoor and outdoor basis, as well as informing consumers about the opportunities and benefits available to them if they do so. LOCSD would like to see further water conservation, indoor water-saving retrofits, and outdoor water conservation measures.

Campaign approach: Ongoing Facebook page maintenance (6 months) to continue to encourage water conservation. Maintenance phase includes advertising spend for Facebook and updating graph on SaveLosOsosWater.org once monthly.

Includes BCA services to develop media messages, design social squares, and maintain, monitor and update the Facebook page. Coordination with countywide effort will emphasize indoor conservation and water conservation resources and rebates, as well as cost savings to consumers for purchasing energy efficient appliances.

### **Success Metrics**

Internet/Social Media	Documentation of visits, page views on website; Establish Facebook presence and increase followers
Reduced Water Usage	Monthly documentation of water use; published results on social media

See detailed cost breakdown and deliverables on next page.

Service	Cost
Creative (includes graphic design, copywriting, web	
development/maintenance) (8 hrs creative)	\$1,080
Account Management/Production Coordination (22 hrs)	\$2,970
Project Elements	
Facebook page content creation & maintenance	
Account management and coordination (client services, social	
media strategy and development)	
Media Spend	
Facebook Page Promotion to increase follower base	
(\$75/month)	
Facebook Post Promotion to increase post visibility and	
engagement among current followers (\$75/month)	\$900
	<b>4300</b>
Total:	\$4,950
Contractor: David Cox BCA	
Contractor: David Cox, BCA	
*	
Contractor: David Cox, BCA Date:	
*	
*	
·	
Date:	



# **2015 END-OF-YEAR REPORT**





# **NEW LOGO**

To begin the conservation campaign, BCA developed a logo to apply to all digital and collateral pieces. The logo and tagline provided a recognizable symbol of water conservation in Los Osos, and was effective as a constant reminder to customers that water is a precious resource.







# **WEBSITE / LANDING PAGE**

SaveLosOsosWater.org was created as a landing page for residents looking for pertinent information concerning water conservation in Los Osos. It features helpful tools like a water usage calculator for residents to determine how much water they're using per person per day, a calculation that the CSD uses for one of its goals (50 gallons per person per day). Monthly Conservation Charts were also updated every month with new usage numbers so customers could follow progress.

## **JANUARY 2015-DECEMBER 2015**

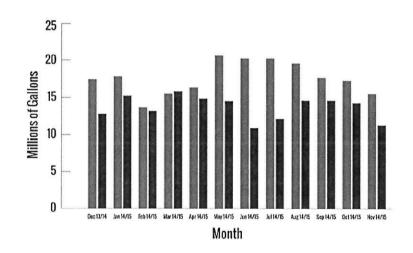
Sessions: 2,132

• Users: 1,864

Average Session Duration: :22

## **TRAFFIC**

- 15.5% from Los Osos
- 9.7% from Morro Bay
- 7.8% from San Luis Obispo









# **FACEBOOK**

The Save Los Osos Water Facebook page continues to attract page likes and community engagement from citizens. Page fans responded best to updates about monthly water usage goals, state water news, and resident water saving tips.



This post reached over 4,000 people.

## **FACEBOOK ANALYTICS**

• Total Likes: 1,155

• Average Post Reach: 387

• Total Average Reach per day: 642

### **External Referrers**

- LosOsosCSD.org
- MonarchGrove.org
- Google.com
- SanLuisObispo.com/news/local/ article52168190.html

## Demographics

- 68% female
- 31% male
- 37% are over the age of 55
- 33% are between 35-54 years old
- 29% are below the age of 34

## Where are your fans from?

- Los Osos
- San Luis Obispo
- Morro Bay





# **FACEBOOK**







Like Reply Measage 5 hrs





# **MEDIA MENTIONS**

# Media generated by press releases, media outreach in 2015

- Seawater is creeping into the Los Osos Groundwater Basin, KSBY, 1/22/15
- Save money? New fire rating in Los Osos, Tolosa Press, 1/22/15
- Los Osos residents cut water use, Bay News, 2/4/15
- Los Osos releases management plan for groundwater basin, KSBY, 2/4/15
- Los Osos water plan now done, Tolosa Press, 3/4/15
- Los Osos groundwater is in danger, and its rescue will be costly, Tribune, 3/14/15
- In Los Osos, water users fight threat from the sea, Tribune, 3/15/15

- Stage III Water Emergency in Los Osos, KSBY, 4/10/15
- Los Osos cuts water use by 30 percent, Tribune, 6/20/15
- · Los Osos water savings, Tolosa Press, 7/8/15
- Seawater seeping into Los Osos water supply, Tribune, 7/14/15
- Los Osos exceeds conservation goals, Tribune, 7/20/15
- Plan for Los Osos groundwater basin approved by judge, Tribune, 10/21/15
- Los Osos water customers exceed Governor's conservation goals in 2015, KSBY, 12/29/15
- Los Osos CSD customers save 40 million gallons of water year-over-year, Tribune, 12/30/15













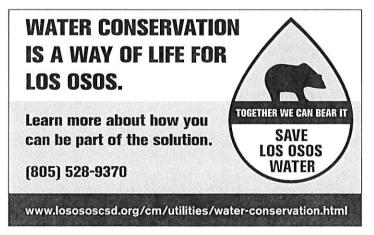




# **ADVERTISEMENTS**



Channel 20 Badge of Honor slide



Chamber Guide





# **COLLATERAL PIECES**

Truck Wraps







Eco Bags

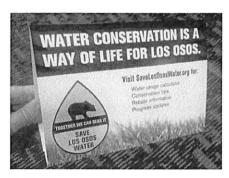


Table Tents



Farmers' Market Signage



Badge of Honor Poster

An update from the LOCSD Utilities Department regarding the April 1, 2015 Executive Order by Governor Jerry Brown.

The District's rate structure has always been tiered in order to promote water conservation

Please visit our lobby between 9:00 a.m. and 3:00 p.m. Monday through Friday to pick up complimentary water conservation fixtures. We appreciate all of your water conservation efforts. Thank you.



Los Osos Community Services District

**WE CAN BEAR IT** SaveLosOsosWater.org

Bumper Sticker

Billing Insert





# **RESULTS**

As a result of consistent marketing and public relations efforts, Los Osos CSD customers decreased water usage by more than 40 million gallons (20.6%) compared to 2014. Customers reduced water usage by 29.78% compared to 2013, which exceeds the Governor's mandate to decrease consumption by 20% compared to 2013.

LOCAL DECEMBER 29, 2015 5:30 PM

Los Osos CSD customers save 40 million gallons of water year-over-year

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The district slashed its water use by 20.6 percent over 2014 consumption, and 30 percent over 2013

NICK WILSON

nwilson@thetribunenews.com

The Los Osos Community Services District's water customers reduced water use by 20.6 percent overall from Jan. 1 through Nov. 30, saving more than 40 million gallons of water compared with the year-earlier period.

Under Gov. Jerry Brown's emergency drought order guidelines, Los Osos was required to cut its water use by 20 percent over 2013 consumption. Between January and November 2015, Los Osos CSD customers reduced water use 29.78 percent compared with 2013.

"To put the 2015 savings in perspective, 40 million gallons of water would fill enough gallon-sized jugs to stretch from Los Osos to New York, plus 500 miles farther," the district said in a statement. "If you compare 2015 to 2013 (65 million gallons saved), the jugs would stretch from Los Osos to Japan, and then some."

The district's goal for residential water use is 50 gallons per person per day. Currently, customers are using about 65 gallons of water per person per day.

The community is facing an advancing flow of seawater encroachment, which has been worsened by years of drought and basin overdraft. A Los Osos Basin Management Committee has been formed to deal with water conservation.

For more information about Los Osos water issues, go to www.SaveLosOsosWater.org and Facebook.com/SaveLosOsosWater.

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