

**REQUEST FOR PROPOSAL PS #2018-02
LOCAL HAZARD MITIGATION PLAN**

The Oceano Community Services District (District) is currently soliciting proposals for professional services for the development of a Local Hazard Mitigation Plan.

Each proposal shall specify each and every item as set forth in the attached specifications. Any and all exceptions must be clearly stated in the proposal. Failure to set forth any item in the specifications without taking exception may be grounds for rejection. The District reserves the right to reject any and all proposals and to waive any irregularity or informality in any proposal or in the Request for Proposal process, as long as, in the judgment of the District, such action will not negate fair competition and will permit proper comparative evaluation of the proposals submitted.

This Request for Proposal is posted on the District's website at <https://oceanocsd.org/bids-and-proposals/>. Any changes, additions, or deletions to this Request for Proposal will be in the form of written addenda issued by the District. Any addenda will be posted on the website. Prospective proposers must check the website for addenda or other relevant new information during the response period. The District is not responsible for the failure of any prospective proposer to receive such addenda. All addenda so issued shall become a part of this Request for Proposal.

If your firm is interested and qualified, please submit one (1) electronic copy of your proposal, in Adobe Acrobat Portable Data Format (pdf), to Carey Casciola, Business & Accounting Manager at carey@oceanocsd.org, by **4:00 p.m. on May 15, 2018**.

All questions pertaining to the content of this Request for Proposal must be made in writing to carey@oceanocsd.org. All questions will receive a response within five (5) business days. Questions and responses will be posted (anonymously) on the website. The District reserves the right to determine the appropriateness of comments / questions that will be posted on the website.

If you have any questions about the proposal process, please contact Carey Casciola, Business and Accounting Manager directly at carey@oceanocsd.org or (805) 481-6730

Paavo Ogren
General Manager

LOCAL HAZARD MITIGATION PLAN

Table of Contents

I. INTRODUCTION3

A. PURPOSE..... 3

B. BACKGROUND 3

II. SCHEDULE AND SUBMITTAL.....4

A. RFP SCHEDULE 4

B. QUESTIONS..... 4

C. PROPOSAL SUBMITTAL 4

III. GENERAL INSTRUCTIONS5

A. DISTRICT RIGHTS & OPTIONS 5

B. CHANGES TO THE RFP..... 6

C. COMMUNICATIONS..... 7

D. INSURANCE 7

E. EXCEPTIONS & DEVIATIONS..... 7

F. AWARD AND STANDARD AGREEMENT 7

G. NONDISCRIMINATION 7

H. FINANCIAL MANAGEMENT AND ACCOUNTING SYSTEM REQUIREMENTS 8

IV. PROPOSAL FORMAT.....9

V. PROPOSAL SELECTION & CONTRACT AWARD.....11

A. SELECTION PROCEDURES 11

B. SELECTION CRITERIA..... 11

C. FINAL SELECTION..... 11

D. CONTRACT AWARD AND EXECUTION..... 12

E. PROTEST OF AWARD..... 13

VI. DEFINITIONS14

APPENDIX A – SCOPE OF SERVICES, BUDGET AND SCHEDULE

APPENDIX B – INSURANCE REQUIREMENTS

APPENDIX C – RISK ASSESSMENT QUESTIONNAIRE

APPENDIX D – PROPOSER CHECKLIST

APPENDIX E – PROJECT ASSURANCES FOR FEDERAL ASSISTANCE

LOCAL HAZARD MITIGATION PLAN***I. INTRODUCTION*****A. PURPOSE**

The Oceano Community Services District is currently soliciting proposals for professional services for the development of a Local Hazard Mitigation Plan (LHMP).

B. BACKGROUND

The Oceano Community Services District is pursuing development of a LHMP. The benefit to our community will be a hazard analysis, vulnerability and risk assessment and updated mitigation and adaptation strategies, which we could then address in a coordinated approach through mitigation projects identified in the LHMP. The scope of work is identified in Appenix A, and has been approved by the California Office of Emergency Services (CalOES) and the Federal Emergency Management Agency (FEMA).

In addition to providing a proposal specifically on the Cal OES/FEMA approved scope of work, optional consultant services may include assisting the District in evaluating how its fire and emergency services may be subject to change. The District is a member agency of the Five Cities Fire Authority pursuant to a Joint Powers of Authority Agreement. The proposal should include a statement of qualifications on the proposer's ability to address fire and emergency operations and to evaluate future changes approved in the 2017 FCFA Strategic Plan which may also result in the need to amend the existing Joint Powers of Authority Agreement, approved in 2010.

As an unincorporated community, multiple agencies have jurisdictions and provide services within Oceano, and the LHMP will address hazards that affect those agencies in a coordinated effort using a whole community approach.

This project is partially funded by a FEMA Pre-Disaster Mitigation (PDM) grant (see Appendix E for Project Assurances and grant requirements).

LOCAL HAZARD MITIGATION PLAN

II. SCHEDULE AND SUBMITTAL**A. RFP SCHEDULE**

The following represents the tentative schedule for this RFP. Any change in the scheduled dates for the Deadline for Final Questions, Proposal Submission Deadline, or Interviews will be advertised in the form of an addendum to this RFP. The schedule for other milestones dates may be adjusted without notice.

RFP Schedule	Date
Issued	April 20, 2018
Deadline for Final Questions	May 7, 2018
Proposal Submission Date	May 15, 2018
Interviews (if needed)	Week of May 21 st , 2018
Award by Board of Directors	May 30, 2018
Notice to Proceed	June 1, 2018

B. QUESTIONS

All questions (requests for interpretations or corrections) pertaining to the content of this RFP must be made in writing to carey@oceanocsd.org by 4:00 p.m. on May 7, 2018. Requests submitted after said date may not be considered. Questions will receive a response within five (5) business days. Questions and responses will be posted (anonymously) on the District website. The District reserves the right to determine the appropriateness of comments / questions that will be posted on the website.

C. PROPOSAL SUBMITTAL

If your firm is interested and qualified, please submit two (2) separate Adobe Acrobat Portable Data Format (.pdf) files, one (1) technical proposal and one (1) cost proposal to carey@oceanocsd.org, or at the address listed on the title page by 4:00 p.m. on May 15, 2018.

LOCAL HAZARD MITIGATION PLAN

III. GENERAL INSTRUCTIONS**A. DISTRICT RIGHTS & OPTIONS**

1. All proposals must be submitted via email to carey@oceanocsd.org in Adobe PDF format no later than 4:00 p.m. on May 15, 2018. Late proposals will not be considered.
2. All costs incurred in the preparation and submission of proposals and related documentation will be borne solely by the proposer.
3. This RFP does not constitute an offer of employment or to contract for services.
4. The District may, in its sole and absolute discretion, accept or reject any and all proposals, in whole or in part, with or without cause, in response to this RFP and to make more than one award, or no award, or postpone or cancel, at any time, this RFP process, as which the District determines to be in its best interests.
5. The District reserves the right to remedy technical errors, modify the published scope of services and approve or disapprove the use of all sub-consultants.
6. The issuance of this RFP does not constitute an agreement by the District that any subsequent selection process will occur, or that any contract will be entered into by the District. Proposals and other materials will not be returned.
7. The District has the right to use any or all ideas or concepts presented in any proposal or interview without restriction, without conversation to all applicants.
8. All documents submitted to the District in response to this RFP will become the exclusive property of the District.
9. All proposals shall remain firm for sixty, (60) days following closing date for receipt of proposals.
10. The District reserves the right to award the contract to the firms who present the proposal which, in the judgment of the District, best accomplishes the desired results.
11. Pricing will remain unchanged throughout the term of contract.
12. Any contract awarded pursuant to this RFP will incorporate the requirements and specifications contained in this RFP. All information presented in a proposer's proposal will be considered binding upon selection of the successful proposer, unless otherwise modified and agreed to by the District during subsequent negotiations.
13. Under the provisions of the California Public Records Act (the "Act"), Government Code section 6252 et seq., all "public records" (as defined in the Act) of a local agency, such as the District, must be available for inspection and copying upon the request of any person. Under the Act, the District may be obligated to provide a copy of any and all responses to this RFP, if such requests are made after the contract is awarded. One exception to this required disclosure is information which fits within the definition of a confidential trade secret [Government Code section 6254(k)] or contains other technical, financial or other data whose public disclosure could cause injury to the proposer's competitive position. If any proposer believes that information contained in its response to this RFP should be protected from disclosure, the proposer **MUST** specifically identify the pages of the response that contains the information by properly marking the applicable pages and inserting the following notice in the front of its response:

LOCAL HAZARD MITIGATION PLAN

NOTICE: *The data on pages _ of this response identified by an asterisk (*) contain technical or financial information, which are trade secrets, or information for which disclosure would result in substantial injury to the proposer's competitive position. Proposer requests that such data be used only for the evaluation of the response, but understands that the disclosure will be limited to the extent the District considers proper under the law. If an agreement is entered into with the proposer, the District shall have the right to use or disclose the data as provided in the agreement, unless otherwise obligated by law.*

The District will not honor any attempt by proposer to designate its entire proposal as proprietary. If there is any dispute, lawsuit, claim or demand as to whether information within the response to the RFP is protected from disclosure under the Act, proposer shall indemnify, defend, and hold harmless, the District arising out of such dispute, lawsuit, claim or demand.

14. The proposer warrants that no official or employee of the District has an interest, has been employed or retained to solicit or aid in the procuring of any contract resulting from this RFP, if any, and further warrants that such person will not be employed in the performance of the contract without immediate written notice to the District.
15. Firms submitting proposals shall warrant that their offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. This condition shall not apply to proposals which are submitted by firms who have partnered with others to submit a cooperative proposal that clearly identifies a primary contractor and the associated sub-contractors.
16. Unforeseen additional items and/or services may be required. The District therefore reserves the right to negotiate with the successful proposer for additional items and/or services beyond what is described in Appendix A to be added to the final contract.

B. CHANGES TO THE RFP

This RFP is posted on the District's website at <https://oceanocsd.org/bids-and-proposals/>. Any changes, additions, or deletions to this RFP will be in the form of written addenda issued by the District. Any addenda will be posted on the website. Prospective proposers must check the website for addenda or other relevant new information during the response period. The District is not responsible for the failure of any prospective proposer to receive such addenda. All addenda so issued shall become a part of this RFP. Any proposer who has already submitted their proposal and desires to make corrections may email their revised proposal to carey@oceanocsd.org up to the date and time for which this RFP closes.

LOCAL HAZARD MITIGATION PLAN**C. COMMUNICATIONS**

All communications concerning this RFP shall be directed to Carey Casciola, carey@oceanocsd.org. All other communication is not binding and shall in no way modify the RFP or the obligations of the District.

The proceedings of the Selection Committee are confidential, and members of the Selection Committee are not to be contacted by the proposers.

D. INSURANCE

The selected proposer will be required to provide insurance coverage in the amounts illustrated below. Appendix "B" is a sample of the District's Insurance Requirements.

INSURANCE REQUIRED	AMOUNT
CGL & Property Damage	\$ 1.0 Million per occurrence / \$ 2.0 Million aggregate
Professional Liability	\$ 1.0 Million per occurrence / \$ 2.0 Million aggregate
Auto Liability /Property Damage/Bodily Injury	\$ 1.0 Million per occurrence
Workers Compensation & Disability Benefits	\$ 1.0 Million per occurrence

The selected proposer shall provide within five (5) days after it is notified by the District of its selection a certificate of liability insurance naming the Oceano Community Services District and its employees and officers as additionally named insured. This shall be maintained in full force and effect for the duration of the contract and must be in an amount and format satisfactory to the District.

E. EXCEPTIONS & DEVIATIONS

Any exceptions to or deviations from the requirements set forth in this RFP must be declared in the proposal submitted by the proposer. Such exceptions or deviations must be segregated as a separate element of the proposal under the heading "Exceptions and Deviations" as instructed below in section IV. The District may waive any immaterial deviation or defect in a proposal.

F. AWARD AND STANDARD AGREEMENT

The District reserves the right to make awards within sixty (60) days after the date of the RFP closing. The successful proposer is expected to execute a contract within five (5) after it is notified by the District of its selection. A sample contract can be obtained from the District's Business and Accounting Manager after May 1, 2018. Requests for information on the sample contract, exceptions to terms and provisions, and requests for modifications shall be independent of the proposals. Compliance with CalOES/FEMA grant documents shall be included in the contract including but not limited to those identified in this RFP.

G. NONDISCRIMINATION

The Consultant shall comply with all laws and regulations governing nondiscrimination in employment, including the Americans with Disabilities Act of 1990, the Fair Employment and Housing Act (California Government Code §§ 12900, et seq.), and the applicable regulations promulgated thereunder (2 California Code of Regulations §§ 7285, et seq.).

LOCAL HAZARD MITIGATION PLAN

1. **Nondiscrimination.** The Consultant, with regard to the work performed by them during the Contract, shall not discriminate on the grounds of race, color or national origin or other legally protected criteria in employment or the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulation.
2. **Solicitation for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitation, either by competitive bidding or negotiation, made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this Contract and the regulations.

H. FINANCIAL MANAGEMENT AND ACCOUNTING SYSTEM REQUIREMENTS

The Consultant shall have an adequate financial management and accounting system as required by 48 CFR Part 16-301-3, 49 CFR Part 18, and 48 CFR Part 31.

LOCAL HAZARD MITIGATION PLAN**IV. PROPOSAL FORMAT**

A qualifying proposal must address all of the following points and shall be in the format outlined in this section:

A. Project Title**B. Applicant or Firm Name****C. Format and Firm Qualifications**

To respond to the RFP, a proposer must submit a proposal on or before the deadline. The proposal must be signed by a person authorized to bind the proposing firm to the representations, commitments and statements contained in this statement. The statement must contain the following information and documents:

- a. **A cover letter.** The cover letter should summarize the key points of the proposal (2 pages max.)
- b. **Description of Firm.** The description of the firm should include its organizational structure, the jurisdiction in which the firm is organized, and date of such organization. In addition, provide a brief description of the firm's qualifications and experience on projects of similar nature to those described in the proposal as well as projects/clients where consultant has performed as an extension of staff. Firms should include their experience working in low-income, disadvantaged neighborhoods.
- c. **Authorized representative of the proposer.** The name, address, telephone number, and email address of the person authorized to represent the proposer with respect to all notices, negotiations, discussions, and other communications relating to this proposal, to any negotiation relating to the contract.
- d. **Staffing.** Provide an organizational chart identifying: 1) the project manager for the work; 2) each key person who would be assigned to carry out the work, and their respective roles in performing the work. Provide a separate description of the experience and qualifications of such manager and key persons, including a summary of experience on similar projects to those described in this proposal. Resumes should be included for all key individuals as an appendix to the submittal.
- e. **References.** A list of references for the proposer and sub consultants, including the names, addresses and telephone numbers of recent clients, preferably other public agencies and a listing of the specific projects and key individuals that have participated in them. Include the dollar amount related to the participation. Identify how much experience the firm and sub consultant has had with public agencies.
- f. **Scope.** A clear concise statement of the proposer's understanding of the nature and extent of the services required and a specific outline to demonstrate how personnel would be organized to handle these services.

LOCAL HAZARD MITIGATION PLAN**D. Work Plan / Technical Services**

- a. This section should establish that the proposer understands the District's objectives and requirements, demonstrate the proposer's ability to meet those requirements and outline clearly and concisely the plan for accomplishing the specified work as outlined in Appendix "A" Scope of Services, Budget and Schedule.
- b. Indication of information and participation the proposer will require from District staff.

E. Required Attachments Appendix

- a. **Resumes.** In the Appendix, proposer shall include resumes for all key personnel, the specific projects and roles of the individuals, specialty licenses, certificates or relevant training. List all similar work.
- b. **Optional Services.** This section should include a state of qualifications on the proposer's ability to evaluate the District's membership in the Five Cities Fire Authority. The FCFA Five Year Strategic Plan, adopted in September 2017, includes transitioning from reserve firefighters to full-time firefighters. The District and other member agencies have supported this transition and other elements of the strategic plan, but funding constraints are creating challenges. The District anticipates proposing a special tax (parcel tax) for a community vote on the November 2018 ballot. The optional services would include assisting the District in evaluating how additional funding could increase service levels, and alternatively community options if additional funding is not approved.

F. Fees

- a. Propose total fixed fees, not to exceed time and materials as described under Project Scope. Fees shall detail the billing rates for each firm's key individuals, other position's overhead rates and other costs. Include any and all other costs for office, vehicle, cell phones, per diem, etc. Fees shall be broken down by task and time period to the maximum extent feasible. Any travel related fees for lodging, meals and transportation must be included in the cost proposal, are generally discouraged, and shall not exceed guidelines established by the Internal Revenue Service and will require the District's pre-approval. The cost proposal must not exceed the approved budget included in Appendix "A." The cost proposal must be submitted in a separate Adobe Acrobat Portable Data Format (.pdf) file and shall not be included within the technical proposal.

V. PROPOSAL SELECTION & CONTRACT AWARD

A. SELECTION PROCEDURES

Proposals will be evaluated by a Selection Committee comprised of one or more District personnel and Board members. The Selection Committee will consider the completeness of a proposal and how well the proposal meets the needs of the District. Evaluations will be based on criteria as outlined in **Section B (Selection Criteria)** below. All proposals in response to this RFP will be evaluated using the same criteria.

The sole purpose of the selection procedure is to determine, from among the responses received, which one is best suited to meet the District's needs. Any final analysis or weighted score does not imply that one proposer is superior to another, but simply that, in the Selection Committee's judgment, the selected proposer appears to offer the best overall solution for the District's current and anticipated needs.

The District may require the proposers who receive top rankings during the initial evaluation phase to conduct an on-site interview or oral presentation of their proposal on the date specified in **RFP Schedule**. The District will provide a required agenda, for those proposers, specifying the items to be covered during the proposer's presentation.

The District may use a Best and Final Offer option. This allows all the proposers with potentially acceptable proposals the opportunity to supplement their original proposal. All the proposers with potentially acceptable proposals will be contacted in writing by the District requesting the submission of the proposer's Best and Final Offer ("BAFO"). The BAFO must include all discussed and negotiated changes.

B. SELECTION CRITERIA

The District will evaluate the proposals based on, but not limited to, the following criteria. The objective is to choose the proposal that offers the highest quality services and will achieve the project's goals and objectives within a reasonable budget.

Selection Criteria – RFP (Phase One)	Points Available
Understanding of scope of work	25
Demonstrated expertise in performing similar work	20
Qualifications and experience of key staff	30
Familiarity with state and federal procedures	15
Demonstrated technical ability	10
Total Points Available Per Contractor	100

C. FINAL SELECTION

The Selection Committee will formulate its recommendation for award of the Contract, and forward its selection to the appropriate parties for approval.

LOCAL HAZARD MITIGATION PLAN**D. CONTRACT AWARD AND EXECUTION**

The District reserves the right to enter into a contract without further discussion of the submitted proposal. Therefore, the proposal should be initially submitted on the most favorable terms the proposer can offer.

The District reserves the right to withdraw the RFP in whole or in part, at any time and for any reason. Submission of a proposal confers no rights upon a proposer and does not obligate the District in any manner. The District reserves the right to award no contract and to solicit additional offers at a later date.

Each proposer, by submitting a proposal, agrees that if the District accepts its proposal, such proposer will furnish all items and services upon the terms and conditions in this RFP and subsequent contract. Proposals that do not meet the mandatory requirements set forth in this RFP will be considered non-compliant. Proposers may be disqualified and the proposal may be rejected by the District for any of, but not limited to, the following reasons:

- Failure to properly respond to the RFP;
- Evidence of collusion among the proposers submitting the proposals;
- Failure to comply with the specification requirements of the RFP.

Terms, conditions, prices, methodology, or other features of the Contractor's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the Contractor may be required to submit additional financial information and other data to allow for a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

The RFP document and the successful proposer's proposal response, as amended by agreement between the District and the successful Contractor, including e-mail or written correspondence relative to the RFP, may become part of the contract documents. Additionally, the District may verify the successful proposer's representations that appear in the proposal. Failure of the successful proposer to perform as represented may result in elimination of the successful proposer from competition or in contract cancellation or termination.

The requirements listed in this RFP are not negotiable and will remain unchanged unless the District determines that a change in such requirements is in the best interest of the District.

The District expressly reserves the right, in its sole judgment, to accept or reject any or all proposals, with or without cause, modify, alter, waive any technicalities or provisions, or to accept the proposal which, in its sole judgment, is determined to be the best evaluated offer resulting from negotiation and taking into consideration other evaluation factors set forth in the RFP. The successful proposer will be expected to enter into a contract with the District. If the successful proposer fails to sign a contract within fifteen (15) business days, unless the District grants an extension, following the delivery of the contract documents, the District may elect to negotiate a contract with the next-highest ranked proposer.

The District shall not be bound, or in any way obligated, until both parties have executed a contract. The selected proposer may not incur any chargeable costs prior to final contract execution. The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during the negotiation of the final Contract.

LOCAL HAZARD MITIGATION PLAN

The supplies and services are to be provided in compliance with all applicable state and federal standards, rules and regulations. The District reserves the right to request additional written and/or oral information from proposers at any time before contract award, in order to obtain clarification of their responses.

E. PROTEST OF AWARD

Any objection to the District's final decision will be handled according to applicable state and local procurement laws.

LOCAL HAZARD MITIGATION PLAN

VI. DEFINITIONS

Response: The written, signed and sealed complete document submitted according to the proposal instructions. Response does not include any verbal or documentary interaction apart from submittal of a formal Response.

Request/Proposal/Bid: The completed and released document, including all subsequent addenda, made publicly available to all prospective proposers.

We/Us/Our: Terms that refer to the Oceano Community Services District, a duly organized public entity. They may also be used as pronouns for various subsets of the District organization, including, as the context will indicate.

Purchasing: The District General Manager.

You/Your: Terms that refer to businesses/individuals submitting a response. The term may apply differently as the context will indicate.

Supplier: A business entity engaged in the business of providing services.

Proposer: A business entity submitting a Response to this proposal. Suppliers which may express interest in this proposal, but who do not submit a Response, have no obligations with respect to the proposal requirements.

Contractor: The proposer(s) whose Response to this proposal is evaluated as meeting the needs of the District. Contractor(s) will be selected for award, and will enter into a contract(s) for provision of the services described in this proposal.

Contractor's Employee: All persons who can be offered to provide the services described in the proposal. All employees of the Contractor shall be covered by the insurance programs normally provided to persons employed by a company (ex: Worker's Comp, SDI, etc.).

Mandatory: A required element of this request/proposal/bid. Failure to satisfy any element of this request/proposal/bid defined as "mandatory" will disqualify the particular response.

Default: A failure to act as required by any contract resulting from this request, which may trigger the right to sue or may excuse the other party's obligation to perform under the contract.

Cancellation/Termination: A unilateral or mutual decision to not complete an exchange or perform an obligation under any contract resulting from this request.

"Or Equal": A statement used for reference to indicate the character or quality desired in a requested product or service. When specified in a proposal document, equal items will be considered, provided the response clearly describes the article. Offers of equal items must state the brand and number, or level of quality. When brand, number, or level of quality is not stated by proposer, the offer will be considered exactly as specified. The determination of the Purchasing Agent as to what items are equal is final and conclusive.

APPENDIX A – SCOPE OF SERVICES, BUDGET AND SCHEDULE

The Oceano Community Services District is currently soliciting proposals for professional services for the development of a Local Hazard Mitigation Plan (LHMP), which will include the process and work products included in the scope of work approved with the grant award. The following documents include the approved scope of work, budget and current schedule.

The cost proposal should generally illustrate how the Work Plan / Technical Services will expend the budget in relation to the schedule. A one-year extension of the schedule has been discussed with CalOES due to the intent to coordinate the District's LHMP efforts with anticipated upcoming multi-jurisdictional efforts being pursued by the County of San Luis Obispo. The proposals should assume the need to meet the current schedule but may also include recommendations to modify the current schedule.

OCEANO COMMUNITY SERVICES DISTRICT (Oceano CSD)
PROCESS FOR IMPLEMENTING THE PLANNING ACTIVITY
PREPARATION OF A LOCAL HAZARD MITIGATION PLAN (LHMP)

Consistent with the California Office of Emergency Services (Cal OES) state hazard mitigation planning, the Oceano CSD (OCSD) will follow a three-fold planning process, including the following intent:

- 1) To gather hazard, vulnerability and mitigation information at the local level for coordination with the San Luis Obispo County Office of Emergency Services (County OES), with Cal OES and use in state-level planning, and for coordination with other local agencies that are responsible for responding to community emergencies and implementing pre-disaster mitigation strategies;
- 2) To ensure that information and planning is coordinated to the greatest extent practical and across local jurisdictional boundaries;
- 3) To ensure that the Oceano CSD engages its residents, property owners and businesses in identifying hazards and vulnerabilities while developing mitigation strategies across jurisdictional boundaries.

Preparation of the Oceano CSD LHMP will include a Plan Area co-terminus with the boundaries of Oceano CSD. Oceano CSD is an independent special district in the unincorporated area of San Luis Obispo County. Within Oceano, and the Plan Area, multiple agencies have jurisdiction over various governmental services. The Oceano CSD is responsible for water, wastewater collection, street lighting, recreation, and emergency services. Emergency services are primarily implemented through the Five Cities Fire Authority (FCFA), a joint powers authority created by the cities of Arroyo Grande and Grover Beach and the Oceano CSD. As a JPA, the FCFA implements those services identified in the JPA agreement. The Oceano CSD still maintains its broader jurisdiction and is therefore pursuing preparation of the Oceano CSD LHMP.

Other local agencies with jurisdiction in Oceano include the following:

- County of San Luis Obispo
- San Luis Obispo County Flood Control and Water Conservation District
- South San Luis Obispo County Sanitation District
- Five Cities Fire Authority

The Oceano LHMP will include 1) hazard mitigation efforts under specific jurisdiction of the Oceano CSD and 2) information on the hazards within Oceano that are within the jurisdiction of other agencies.

Other local agencies with jurisdiction in Oceano include the following:

- County of San Luis Obispo
- San Luis Obispo County Flood Control and Water Conservation District
- South San Luis Obispo County Sanitation District
- Five Cities Fire Authority

Plan preparation will include participation of agencies, stakeholders and the public. Although the Plan Area includes jurisdiction of other agencies with existing adopted LHMP's, the Oceano CSD LHMP is intended to be a stand-alone plan specifically addressing hazards within the jurisdiction of Ocean CSD. To maximize its value as a public information resource for the community, inclusion of information of other jurisdictions will be included in the Plan document as more fully described in this plan preparation process outline. Since the LHMP's prepared by other jurisdictions have been previously adopted, it is the intent of the Oceano CSD LHMP to be incorporated into the plans of other jurisdictions when those plans are updated and if practical. As a low-income community, the Oceano CSD does not have the capability to prepare a multi-jurisdictional plan. The Planning Activity will nevertheless identify the multiple agencies with jurisdiction within the Oceano CSD Plan Area.

Following a multi-hazard strategy, the Oceano LHMP will help ensure inter-agency responses are coordinated with Oceano CSD. The Oceano LHMP will provide a single reference document for the community explaining the multiple local agencies with jurisdictional powers and responsibilities that exist for the community's safety and well-being.

PART ONE - PARTICIPATION OF AGENCIES, STAKEHOLDERS AND THE PUBLIC

Plan development will include the following:

1. Consultant selection:

The Oceano CSD will select a consultant to assist the General Manager in plan preparation based upon those who have an understanding of local hazards, LHMPs prepared by other local agencies, and who is experienced working with stakeholders, the public and other related agencies.

2. Review of other agency LHMPs and interviews with representatives of those agencies including:

- a. The County of San Luis Obispo Office of Emergency Services, and related Departments within the County of San Luis Obispo.
- b. The San Luis Obispo County Flood Control and Water Conservation District, (which has flood control and levee maintenance responsibilities).
- c. The Lucia Mar Unified School District.
- d. The Five Cities Fire Authority (which has emergency response jurisdiction within Oceano CA).
- e. The South San Luis Obispo County Sanitation District (which has wastewater treatment responsibilities within Oceano CA).

3. Community Outreach will include:

- a. Development of a comprehensive outreach strategy.
- b. Public Information mailed to all residences and businesses within Oceano as a notice of a kick-off meeting, including those risks that are known.
- c. A Kick-off Town Hall meeting, including an invitation and application to participate on the Local Planning Team (LPT).
- d. Appointment of the LPT by the Oceano CSD Board of Directors.

- e. Ongoing community outreach through the Oceano CSD's website and a Facebook Account.
- f. Periodic town hall meetings during milestones in the LHMP development process.
- g. Distribution of a draft LHMP for public comment.
- h. Completion of the Final LHMP after Cal OES/FEMA review and comments.

4. The LPT working efforts will include:

- a. Coordination and review of hazards and plans with the following organizations and groups:

- i. San Luis Obispo County Office of Emergency Services (County OES)

County OES is the local single point of contact with the County of San Luis Obispo to help ensure that all risks to Oceano have been identified. County OES will also help identify other agencies to coordinate details for inclusion in the Oceano LHMP. For example, the County Sheriff maintains the local reverse 911 system. County Public Works is responsible for roads, and water resource issues, including flood control through the San Luis Obispo County Flood Control and Water Conservation District. The County Department of Planning and Building is responsible for community zoning, including day care facilities, nursing homes, and hazardous materials facilities. Shelter and welfare during emergencies is coordinated through County OES with Red Cross and related agencies. Evacuations are coordinated through County Sheriff and the San Luis Obispo County Regional Transit Authority including pick up locations, non-ambulatory residents, and evacuation routes. Other details are also coordinated through County OES and will be included in the Oceano LHMP.

- ii. The Oceano Advisory Committee (OAC)

The OAC is an advisory body appointed by the San Luis Obispo County Board of Supervisors for issues of County jurisdiction within Oceano. It includes representatives of the Oceano CSD, the Lucia Mar Unified School District, and members of the public. The OAC meets on the 4th Monday of every month with a published agenda to promote community awareness and input on a variety of County efforts.

- iii. The Five Cities Fire Authority (FCFA)

The FCFA is a Joint Powers Authority (JPA) created by the cities of Arroyo Grande and Grover Beach, and the Oceano Community Services District. Each agency has one member appointed to the FCFA Board of Directors. The FCFA prepared a multi-jurisdictional plan for certain local agencies including the cities of Arroyo Grande and Grover Beach, the Lucia Mar School District, and the South San Luis Obispo County Sanitation District. Unfortunately, the FCFA JPA agreement does not specifically assign the responsibility of LHMP preparation with the FCFA; therefore, prior LHMP efforts have been based on discretionary funding and participation, and as

a disadvantaged community, Oceano CSD was unable to fund or participate in prior efforts. By coordinating the Oceano LHMP with FCFA at this time, it will help ensure that future updates to the multi-jurisdictional plan can also include Oceano.

iv. Lucia Mar Unified School District (LMUSD)

The Oceano LHMP will be coordinated with the LMUSD to help ensure that the plan has appropriate references to school district responses if a disaster occurs while classes are in session. Although this information is provided by the school district, the Oceano LHMP is intended to be a single reference document to provide public information on the community's various hazards so that parents can quickly respond when concerned about their child's care in an emergency.

- b. The LPT will hold a public meeting at the Oceano Advisory Committee to provide public education on the information and responsibilities of other agencies prior to the preparation of the draft plan for the purpose of:
 - i. Soliciting input from citizens and professionals with knowledge of hazards.
 - ii. Soliciting input on the feasibility of existing and potential strategies.
- c. The LPT will hold a public meeting at the Oceano Advisory Committee on the draft Oceano LHMP and proposed mitigation projects.
- d. The LPT will be reconvened periodically for plan updates and mitigation projects.

PART TWO - HAZARD IDENTIFICATION AND RISK/VULNERABILITY ASSESSMENT

Oceano risks both natural and human made hazards. Flooding in 2010 affected several residences adjacent to wetlands and low lying lagoons during coastal storms. The wastewater treatment plant serving multiple communities owned and operated by the South San Luis Obispo County Sanitation District (SSLOCSD), also flooded in 2010. The treatment plant is located in the lagoon area of Oceano, it released uncontrolled sewage during the 2010 event, and has been the subject of State Water Board enforcement proceedings. In 2003, the San Simeon earthquake created significant subsurface infrastructure damage to the Oceano CSD's water and wastewater infrastructure caused by liquefaction. In 2001, a levee breach flooded adjacent farmland. While the community did not flood from that specific breach, the levee system itself is not certified and is an ongoing risk during storm events.

In addition to actual flooding, earthquake and coastal storm events since 2000, Oceano faces several additional hazards. Climate change, tsunamis, drought, fire, dam and levee failures, train derailments, nuclear, special events, and industrial exposure to toxic gas releases are known risks. The Oceano LHMP planning activities will include specific efforts to identify hazards and assess the community's risks and vulnerability.

The Oceano CSD LHMP planning activities will include the following efforts for hazard identification and risk/vulnerability assessment, in coordination with the LHMP Consultant and the Oceano CSD General Manager:

1. Review of Guidance Resources - The Local Planning Team appointed by the Oceano CSD Board of Directors will initiate its efforts through study sessions on background and guidance documents published by Cal OES and the Federal Emergency Management Agency (FEMA), including but not limited to the following:
 - a. The California State Hazard Mitigation Plan (SHMP)
 - b. FEMA publications, including guidance documents and regulations such as the Local Mitigation Planning Handbook, the Multi-Hazard Mitigation Planning Guide, Local Mitigation Plan Review and “How-To” Guides, the Plan Integration Guide and other related publications.
2. Review of Local Plans - After completing its review and study sessions on background and guidance documents, the LPT will review local agency plans, including but not limited to the following:
 - a. County of San Luis Obispo Local Hazard Mitigation Plan.
 - b. The San Luis Obispo County Flood Control and Water Conservation District Local Hazard Mitigation Plan.
 - c. Local Hazard Mitigation Plans of other neighboring local agencies.
 - d. Emergency Response Plans prepared by the County of San Luis Obispo for the Diablo Canyon Nuclear Power Plant, Dam and Levee Failures, Tsunamis, Storms, General Emergencies, Evacuation Assistance and related publications.
3. Hazard Identification - After completing its review of local publications, the LPT will prepare a list of hazards that have been identified specifically relating to Oceano.
 - a. Hazard Matrix - The LHMP consultant will prepare a matrix of the identified hazards which identifies reference documents and which local agency has jurisdictional responsibility for each of the identified hazards.
 - b. LPT Review - The LPT will review the hazard matrix.
 - i. The LPT will confirm inclusion of the natural disaster categories included in the Cal OES SHMP.
 - ii. The LPT will include other hazards not listed as determined by local history and knowledge.
 - iii. The LPT will include human made hazards.
 - iv. The LPT will prioritize the hazards.
 - c. Hazard Maps - The LHMP Consultant will prepare Hazard Maps and a comprehensive inventory including the following:
 - i. Critical Facilities
 - ii. Repetitive Flood Loss and Substantial Damage Structures
 - iii. Depiction of locations, zoning, and usage
 - d. Interviews with Local Agencies – Key member(s) of the LPT, the OCSD General Manager and the LHMP Consultant will meet with the local agencies to review the Hazard Matrix and Hazard Maps to confirm accuracy and

existing mitigation strategies identified both those agencies with jurisdiction for hazards within Oceano.

4. Vulnerability Assessment – After completing identification of hazards, the LHMP Consultant, the Oceano CSD General Manager and the LPT will prepare a Vulnerability Assessment including the following:
 - a. Buildings, infrastructure and critical facilities located in hazard areas – types and numbers of each.
 - b. Existing multiple hazard protection measures within Oceano including measures under the National Flood Insurance Program (NFIP)
 - c. A description of each measure and the method of enforcement and/or point of contact responsible for implementation of the measure and the local agency responsible for implementation.
 - d. Historical performance of each measure and a description of improvements or changes needed.
 - e. General description of land uses and development trends to incorporate future land use decisions.

5. Vulnerability Assessments Optional Requirements – After completing the Vulnerability Assessments, the LHMP Consultant and OCSD General Manager will review optional requirements for applicability and incorporation into the OCSD LHMP.

(SPECIAL NOTE): Oceano CSD General Manager Paavo Ogren was a keynote speaker in the Plenary session of NOAA’s Biennial Social Coast Forum (Feb 9-11, 2016 in Charleston, SC). Optional vulnerability assessments were reviewed during the conference and will be among the options considered for the Oceano CSD LHMP.

PART THREE – MITIGATION STRATEGIES

Development of mitigation strategies will follow the FEMA Local Mitigation Planning Handbook including establishing goals and objectives, mitigation actions and an action plan.

1. Goals and Objectives – Goals and Objectives will be based on Risk Assessment findings, Outreach findings, Goals included in the Local Hazardous Mitigation Plans approved for other local agencies with jurisdiction in the Oceano CSD Plan Area.

2. Mitigation Actions – Mitigation actions will include those that are identified and within the jurisdiction of Oceano CSD and those that are within the jurisdiction of other local agencies.
 - a. Other Agency Jurisdiction – The Oceano CSD LHMP will identify the mitigation actions of other local agencies with jurisdiction within the Ocean CSD Plan Area. After completion of the Hazard Matrix and Hazard Maps, the LHMP Consultant, Oceano General Manager and key members of the LPT will meet with the other agencies and review whether changes or improvements to existing Mitigation Actions developed by the other agencies are warranted. If so, those recommendations will be included in the Oceano CSD LHMP.

b. Oceano CSD Mitigation Actions – Mitigation actions to reduce long-term vulnerability will include local plans and regulations, infrastructure projects, natural system protection and education and awareness programs. The following elements described in the FEMA Local Mitigation Planning Handbook will be utilized to prepare and communicate the Implementation Action Plan for the Oceano CSD LHMP.

- i. Review of Risk Assessment
- ii. Assessment of Capabilities
- iii. Benefit Cost Review
- iv. Evaluation Criteria
- v. Action Prioritization
- vi. Preparation of an Implementation Action Plan
- vii. Communication of the Mitigation Action Plan

PART FOUR – PLAN ADOPTION

The Oceano CSD Board of Directors will adopt the Oceano CSD LHMP. Although the Ocean CSD LHMP will include information contained in LHMPs prepared by other agencies to enhance communication and outreach to Oceano residents, property owners and businesses, the Oceano CSD LHMP is not a Multi-Jurisdictional Plan. Consequently, no other agencies will be adopting the Oceano CSD LHMP. Prior to Plan adoption, the Oceano CSD Board of Directors will hold a public hearing on the public review draft Plan in order to receive final public comments and input. Since the LPT will be holding town hall meetings during the planning process, stakeholders, other agencies and the public will have multiple opportunities for input before the public hearing on the public review draft Plan. Nevertheless, the public hearing on the draft plan will be publicized to ensure community outreach. The public review draft plan will be modified after final public comment to prepare the draft Plan for Cal OES and FEMA Review. Once the Cal OES and FEMA Review process and modifications, if any, are complete and Approval Pending Adoption is received, the Oceano CSD will adopt the plan by Resolution.

PART FIVE – PLAN MAINTENANCE

The Oceano CSD LHMP will include a section on Plan Maintenance including a schedule for monitoring, evaluating, and updating it within a 5 year cycle. The Plan will also include strategies for inclusion of the Oceano LHMP within a Multi-Agency LHMP such as that which was prepared by the Five Cities Fire Authority. As a result, the Plan Maintenance may take one of two forms depending on the willingness of other agencies to include Oceano CSD in their future plan updates. Preparation of the Oceano CSD LHMP is needed to catch Oceano up with the status of other local agency LHMP's.

Whether the Oceano CSD LHMP is updated as a stand-alone plan or incorporated into a future multi-jurisdictional plan, it will identify Plan Maintenance Procedures including the following:

1. Monitoring of Implementation Strategies and Actions
2. Evaluation of Effectiveness
3. Continued Public Involvement including use of the Oceano CSD LHMP Facebook
4. Plan updates not less than every five (5) years.
5. Updates of other agency LHMP's will be linked through the Oceano CSD Website within 30 days of those Plan updates.
6. Annual Plan summaries will be mailed to residents, property owners and businesses at the same time that the Oceano CSD is distributing its annual Consumer Confidence Report, including data on compliance with public health and safety drinking water standards, as required by the California State Water Board.

(Cal OES Use Only)

Cal OES#		FIPS#		VS #		Subaward #	
----------	--	-------	--	------	--	------------	--


**CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
GRANT SUBAWARD FACE SHEET**

The California Governor's Office of Emergency Services (Cal OES), makes a Grant Subaward of funds set forth to the following:

1. **Subrecipient:** Oceano Community Services District **1a. DUNS#:** 013492405
2. **Implementing Agency:** Oceano Community Services District **2a. DUNS#:** 013492405
3. **Implementing Agency Address:** 1655 Front Street Oceano 93445-9407
Street City Zip+4
4. **Location of Project:** Oceano San Luis Obispo 93445-9407
City County Zip+4
5. **Disaster/Program Title:** FY 2016 Pre Disaster Mitigation Plan Preparation **6. Performance Period:** 3/15/17 **to** 8/30/19
7. **Indirect Cost Rate:** N/A; 10% de minimis; Federally Approved ICR _____ %

Grant Year	Fund Source	A. State	B. Federal	C. Total	D. Cash Match	E. In-Kind Match	F. Total Match	G. Total Project Cost
2016	8. PDM		\$ 47,390.94			\$ 15,797.10	\$ 15,797.10	\$ 63,188.04
Select	9. Select				\$ 0.00	\$ 0.00		
Select	10. Select				\$ 0.00	\$ 0.00		
Select	11. Select				\$ 0.00	\$ 0.00		
Select	12. Select				\$ 0.00	\$ 0.00		
	TOTALS	\$ 0.00	\$ 47,390.94	\$ 47,390.94	\$ 0.00	\$ 15,797.10	\$ 15,797.10	12. G Total Project Cost: \$ 63,188.04

13. This Grant Subaward consists of this title page, the application for the grant, which is attached and made a part hereof, and the Assurances/Certifications. I hereby certify I am vested with the authority to enter into this Grant Subaward, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or other Approving Body. The Subrecipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Subaward. The Subrecipient accepts this Grant Subaward and agrees to administer the grant project in accordance with the Grant Subaward as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal OES policy and program guidance. The Subrecipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget.

14. **Official Authorized to Sign for Subrecipient:** Paavo Ogren **15. Federal Employer ID Number:** 95-3639481
- Name: Paavo Ogren Title: General Manager
- Telephone: 805-481-6730 FAX: 805-481-6836 Email: ocsdgm@oceanocsd.org
(area code) (area code)
- Payment Mailing Address: P.O. Box 599 City: Oceano, CA Zip+4: 93475-0599
- Signature:  Date: 5/10/2017

[FOR Cal OES USE ONLY]

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purposes of this expenditure stated above.

Cal OES Fiscal Officer	Date	Cal OES Director (or designee)	Date
------------------------	------	--------------------------------	------

OCSD LHMP Task Schedule - Updated Quarterly Report #4

Task #	Description of Task	Starting Point (Start Day of Task)	Unit of Time: Months	Duration: (#)	Unit of Time: Months	Who will complete the work?
1-1	Consultant Selection	04/01/2018	Month(s)	1.5	Month(s)	General Manager / Grant Administrator
1-2	Review of other agency LHMPs and interviews with representatives of those agencies.	05/15/2018	Month(s)	1	Month(s)	Consultant (Lead) GM / GA (Support)
1-3	Develop Community Outreach Strategy & Hold Initial Town Hall Meeting	06/15/2018	Month(s)	1	Month(s)	Consultant (Lead) GM / GA (Support)
1-4	Select & Appoint LPT; Initiate process review and review of existing resource documents	07/15/2018	Month(s)	0.5	Month(s)	Consultant GM / GA
2-1	Review of Guidance Resources	08/01/2018	Month(s)	0.5	Month(s)	Consultant (Lead) / GA LPT
2-2	Review of local hazard mitigation plans	08/15/2018	Month(s)	0.5	Month(s)	Consultant / GA LPT
2-3	Hazard Identification	09/01/2018	Month(s)	0.5	Month(s)	Consultant / GA LPT
2-4	Vulnerability Assessment	09/15/2018	Month(s)	2.5	Month(s)	Consultant General Manager / GA LPT
2-5	Vulnerability Assessment Options	11/30/2018	Month(s)	3	Month(s)	Consultant General Manager / GA LPT
3-1	Mitigation goals and objectives	02/28/2019	Month(s)	1	Month(s)	Consultant General Manager / GA LPT Board of Directors
3-2	Mitigation actions	03/31/2019	Month(s)	2	Month(s)	Consultant General Manager / GA LPT Board of Directors
4-1	Plan Adoption	05/31/2019	Month(s)	3	Month(s)	Board of Directors
5-1	Plan Maintenance	08/30/2019	Month(s)	60	Month(s)	GM / GA LPT Board of Directors
LPT	Local Planning Team					
GM	General Manager					
GA	Grants Administrator					

APPENDIX B – INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend and hold harmless the District and its officers, agents, employees, and volunteers from and against all claims, demands, damages, liabilities, loss, costs, and expense (including attorney's fees and costs of litigation) of every nature arising out of or in connection with Contractor's performance or attempted performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by sole negligence or willful misconduct of the District.

INSURANCE COVERAGE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL); Insurance Services Office (ISO) Form CG 0001 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed, operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: ISO Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damages.
3. Worker Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. If Contractor will provide leased employees, or is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage shall also include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 O1 A) naming the District as the Alternate Employer, and the endorsement form shall be modified to provide that District will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.
(Not required if Contractor provides written verification it has no employees)

If the contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the contractor.

OTHER INSURANCE PROVISIONS

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

Additional Insured Status:

The District, its officers, officials, employees, and volunteers are to be covered as insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by, or on behalf of the Contractor; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance of self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days prior written notice (10 days for non-payment) has been given to the District.

Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the required insurance shall constitute a material breach of the Contract upon which the District immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. The District, at its sole discretion, may obtain damages from Contractor resulting from said breach.

Waiver of Subrogation

Contractor hereby grants to District a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Contractor to provide proof of ability to pay losses and related investigation, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.A. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work;
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work;
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years.

Separation of Insured's

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separate of insured's provision with no insured versus insured exclusions or limitation.

Verification of Coverage

Contractor shall furnish the District with original certificates and mandatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The District reserves the right to required complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Certificates and copies of any required endorsements shall be sent to:

Oceano Community Services District
P.O. Box 599
Oceano, CA 93475-0599

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

APPENDIX C – RISK ASSESSMENT QUESTIONNAIRE

Required Submittal

1. List the full names of any partners, owners, officers or other persons occupying a position of authority or responsibility in your organization.

2. Have the individual(s) in item #1 been subject to bankruptcy, insolvency or receivership proceedings in the last five (5) years? Yes No If yes, please enclose details.

3. Has your business/company/organization filed for bankruptcy within the last five (5) years? Yes No If yes, please enclose details.

4. Has your business/company/organization/individual(s) in item #1 ever had a contract for the general type of services/product sought by the District terminated for non-compliance or inadequate performance? Yes No If yes, please enclose details.

5. Has your business/company/organization/individual(s) in item #1 ever defaulted on a contract for the general type of services/product being sought by the District?
Yes No If yes, please enclose details.

6. Has there been, in the last five (5) years, or is there now pending or threatened, any litigation, arbitration, governmental proceeding or regulatory proceeding involving claims in excess of \$100,000 with respect to the performance of any services or the provision of any product by your business/company/organization/individual(s) in item #1? Yes No If yes, please enclose details.

7. Has your business/company/organization/individual(s) in item #1 ever defaulted in fulfilling all of its obligations relating to the payment of District taxes, fees, or other obligations?
Yes No If yes, please enclose details.

8. In the last five (5) years, has your business/company/organization/individual(s) in item #1, been or currently involved in any action, audit or investigation brought by any federal government agency or authority or by any state or local governmental agency? Yes No If yes, please enclose details.

9. In the last five (5) years, has your business/company/organization/individual(s) in item #1 been debarred or suspended for any reason by any federal, state or local government or refrained from bidding on a project due to an agreement with such governmental agency? Yes No If yes, please attach a full explanation.
10. In the past five (5) years, has your business/company/organization/individual(s) in item #1 had its surety called upon to complete any contract, whether government or private sector? Yes No If yes, please enclose details.
11. In the past five (5) years, has your business/company/organization/individual(s) in item #1 had a revocation, suspension or disbarment of any business or professional permit and/or license? Yes No If yes, please enclose details.
12. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?
Yes No If yes, identify on a separate signed page the person or persons convicted, the court (the District if a state court, the district or location of the federal court), the year and the criminal conduct.

Signature

THE UNDERSIGNED HEREBY CERTIFIES THAT THE RESPONSES PROVIDED ARE CORRECT AND TRUTHFUL TO THE BEST OF MY KNOWLEDGE AND FOR THOSE RESPONSES GIVEN WHICH ARE BASED ON INFORMATION AND BELIEF, THOSE RESPONSES ARE TRUE AND CORRECT BASED ON MY PRESENT BELIEF AND INFORMATION.

Dated this _____ day of _____ of the year _____

Name of organization: _____

Signature: _____

Printed Name and title: _____

APPENDIX D – PROPOSER CHECKLIST

Please check all documents in which you have included with your submittal.

Technical Proposal (Required)
(Including resumes)

Cost Proposal (Required)

Risk Assessment Questionnaire (Required)

PROJECT ASSURANCES FOR FEDERAL ASSISTANCE HAZARD MITIGATION GRANTS

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact California Governor's Office of Emergency Services (Cal OES). Further, certain federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, Federal Office of Inspector General 2 CFR 200.336, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance-awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or state.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gains.
8. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.), which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

9. Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) which prohibit discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107) which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 93-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made, and (j) the requirements on any other nondiscrimination statute(s) which may apply to the application.
10. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal and federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
11. Will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$5,000 or more.
12. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.O. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.O. 93-205).
13. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

14. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
15. Will comply with Standardized Emergency Management (SEMS) requirements as stated in the California Emergency Services Act, Government Code, Chapter 7 of Division 1 of Title 2, Section 8607.1(e) and CCR Title 19, Sections 2445, 2446, 2447 and 2448.
16. Subrecipients expending \$750,000 or more in federal grant funds annually are required to secure an audit pursuant to OMB Uniform Guidance 2 CFR Part 200, Subpart F. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996.
17. Will disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with §200.112.
18. Will comply with all applicable requirements of all other federal laws, Executive Orders, regulations and policies governing this program.
19. Has requested through the State of California, federal financial assistance to be used to perform eligible work approved in the subrecipient application for federal assistance. Will, after the receipt of federal financial assistance, through the State of California, agree to the following:
 - a. The state warrant covering federal financial assistance will be deposited in a special and separate account, and will be used to pay only eligible costs for projects described above;
 - b. To return to the State of California such part of the funds so reimbursed pursuant to the above numbered application, which are excess to the approved actual expenditures as accepted by final audit of the federal or state government.
 - c. In the event the approved amount of the above numbered project application is reduced, the reimbursement applicable to the amount of the reduction will be promptly refunded to the State of California.
20. The non-Federal entity for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award §200.113. Failure to make required disclosures can result in any of the remedies described in §200.338 Remedies for noncompliance, including suspension or debarment.
21. Will not make any award or permit any award (subaward or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension.

“I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized by Oceano Community Services District
(Name of Organization)

to enter into this agreement for and on behalf of said subrecipient, and by my signature do bind the subrecipient to the terms thereof .

Paavo Ogren
Printed Name of Authorized Applicant’s Agent

General Manager
Title

Paavo Ogren
Signature of Authorized Applicant’s Agent

5/9/2017
Date

Authorization

I, Paavo Ogren , do hereby certify as the authorized representative or
Printed Name

officer of Oceano Community Services District , that the information contained in this
Name of Organization

application is true and correct.

General Manager
Title

Paavo Ogren
Signature

5/9/2017
Date