

**ASSIGNMENT AND AMENDMENT OF OCEANO COMMUNITY SERVICE  
DISTRICT'S ONGOING CALPERS LIABILITIES AND RESPONSIBILITIES  
FOLLOWING WITHDRAWAL FROM THE FIVE CITIES FIRE AUTHORITY  
JOINT EXERCISE OF POWERS AGREEMENT**

**THIS Assignment of Agreement** is made and entered into this 24 day of September 2024, ("Effective Date") by and between the County of San Luis Obispo ("County"), a public entity organized and operating under the laws of State of California, Five Cities Fire Authority ("FCFA"), and the Oceano Community Services District (the "District"), a County of San Luis Obispo Community Services District (collectively "the parties").

**RECITALS**

**WHEREAS**, the District is an unincorporated community in San Luis Obispo County with a Community Services District with various responsibilities including providing Fire Services to the community; and

**WHEREAS**, the District submitted a request to the Local Area Formation Commission (LAFCO) in January 2023 for divestiture of Fire Services with LAFCO action on this request expected by December 2024 at which point the County, as a successor agency, would be responsible for providing Fire Services to the community of Oceano; and

**WHEREAS**, On June 7, 2010, the cities of Arroyo Grande and Grover Beach, and Oceano, desirous of improving the quality and level of fire suppression and emergency medical service delivery within their communities through the sharing of resources and expertise, entered into a Joint Powers Authority Agreement (the "JPA") and have operated as Five Cities Fire Authority ("FCFA") pursuant to the terms and conditions in that agreement since that time; AND

**WHEREAS**, the JPA and its amendments outline the obligations and liabilities of the parties to the JPA; and

**WHEREAS**, on June 14, 2023, FCFA and the District entered in an agreement titled "Oceano Community Service District's Ongoing Cal Pers Liabilities and Responsibilities Following Withdrawal from the Five Cities Fire Authority Joint Exercise of Powers Agreement", (the "Agreement"); and

**WHEREAS**, Section 3.4 of the Agreement identifies Exhibit "A" as setting forth the funding formula, identifying each member agencies proportionate share of costs; and

**WHEREAS**, the parties wish to amend the Agreement to specify each parties' proportionate share of the financial obligations outlined in the Agreement; and

**WHEREAS**, the parties also desire to assign all liabilities and responsibilities under the Agreement to the County.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions

contained herein, it is agreed by and between the parties hereto that:

1. Assignment.
  - a. In accordance with section 6.5. Successors and Assigns of the Agreement, the District assigns its entire interest and all its obligations and liabilities under the Agreement to the County.
  - b. The County accepts the District's assignment and agrees to be bound by all of the terms of the Agreement and to assume all the District's obligations and liabilities under the Agreement.
  - c. FCFA consents to the District's assignment to the County.
2. Amendment. The Agreement shall be amended as follows:
  - a. All references in the Agreement, including all amendments, to "funding formula" or "proportionate share" shall mean that the City of Arroyo Grande is responsible for 45.69%, the City of Grover Beach is responsible for 34.58%, and the Oceano Community Services District is responsible for 19.73%.
  - b. All other provisions shall remain unchanged and in full force and effect.
3. Indemnification. To the fullest extent permitted by law, and in accordance with California Civil Code §2782.8, the parties shall indemnify, defend, and hold harmless the each other and their 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 this Agreement, to the extent caused by the negligent performance or attempted performance or the provisions hereof, including any willful or negligent act or omission to act on the part of the District or his agents or employees or independent contractors. This indemnity will not extend to any claims or losses arising out of the negligence or willful misconduct of the any third party.
4. Enforceability. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
5. Agreement Binding. All provisions of this Agreement shall be binding on the parties and their heirs, assigns and successors in interest.
6. Waivers. County's waiver or breach of any one term, covenant or other provision of this Agreement shall not be a waiver of a subsequent breach of the same term, covenant or provision of this Agreement or of the breach of any other term, covenant or provision of this Agreement.
7. Notices. All notices, requests, certifications or other correspondence required to be provided by the parties to this Agreement shall be in writing and shall be personally delivered or delivered by first class mail to the respective parties at the following addresses:

To the County:  
County of San Luis Obispo  
Attn: Administrative Office  
1055 Monterey Street, STE D430  
San Luis Obispo, Ca 93408

To the District:

Oceano Community Services District  
1655 Front Street  
Oceano, CA 93445

To FCFA:

Five Cities Fire Authority  
140 Traffic Way  
Arroyo Grande, CA 93420

- 8. Entire Agreement and Modification. This Agreement sets forth the full and entire understanding of the parties regarding the matter set forth herein, and any other prior or existing understandings or agreements by the parties, whether formal or informal, regarding any matters are hereby superseded or terminated in their entirety. No changes, amendments, or alterations shall be effective unless in writing and signed by all parties hereto. The District specifically acknowledges that in entering into and executing this Agreement the OCSD relies solely upon the provisions contained in this Agreement and no others.

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

COUNTY OF SAN LUIS OBISPO

By: Debbie Amold  
Chairperson of the Board of Supervisors

Dated: 9/24/24

ATTEST:

Matthew P. Pontes  
Ex-Officio Clerk of the Board of Supervisors

By: Niki Martin  
Deputy Clerk

[SEAL]

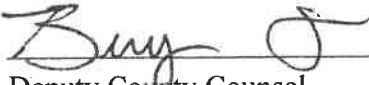
The undersigned Deputy Clerk of the Board of Supervisors certifies that, pursuant to Section 25103 of the Government Code, delivery of this document has been made on

9/24/24

**MATTHEW P. PONTES**  
Ex-Officio Clerk of the Board of Supervisors

By: Niki Martin  
Deputy Clerk

Approved as to Legal Form and Effect:  
RITA L. NEAL  
County Counsel

  
By: Deputy County Counsel

Dated: September 17, 2024

OCEANO COMMUNITY SERVICES DISTRICT

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

Dated: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
District Clerk

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
District Counsel

Dated: \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL  
County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

Dated: \_\_\_\_\_

OCEANO COMMUNITY SERVICES DISTRICT

By: Charles A. Varn  
President

Dated: Sept 18, 2024

ATTEST:

By: Cy Cat  
District Clerk

APPROVED AS TO FORM AND LEGAL EFFECT:

By: Robert Schlegel  
District Counsel

Dated: 9/18/24

FIRE CITIES FIRE AUTHORITY

By: Carl Weirick  
Authority Chair (Acting)

Dated: Monday, September 16<sup>th</sup>, 2024 (09-16-24)

ATTEST:

By: Tom Meyer  
Authority Clerk

APPROVED AS TO FORM:

By: [Signature] for  
Authority Attorney  
District Counsel