



POSTED 10-4-2019

Tom Fayram, President  
Lisa Palmer, Vice President  
Julie Kennedy, Secretary  
Mike Arme, Director  
Brian O'Neill, Director

**LOS OLIVOS COMMUNITY SERVICES DISTRICT**  
Board of Directors Meeting, November 9, 2019, 6:00 p.m.  
Los Olivos School, Room 602  
2540 Alamo Pintado Avenue, Los Olivos, CA 93441

**REGULAR MEETING AGENDA**

**1. CALL TO ORDER**

**2. ROLL CALL**

**3. PLEDGE OF ALLEGIANCE**

**4. APPROVAL OF MEETING MINUTES**

- a. Minutes of 9-11-2019 Regular Meeting

**5. DIRECTOR COMMENTS**

Directors will give reports on any meetings that they attended on behalf of the District and/or choose to comment on various District activities.

**6. PUBLIC COMMENTS**

Members of the public may address the Board on any items of interest within the subject matter and jurisdiction of the Board but not on the agenda today (Government Code - 54954.3).

Speakers are limited to 3 minutes. Due to the requirements of the Ralph M. Brown Act, the District cannot take action today on any matter not on the agenda, but a matter raised during Public Comments can be referred to District staff for discussion and possible action at a future meeting.

**7. INTERIM GENERAL MANAGER REPORT**

Interim General Manager Report on current assignments and general District business.

**8. BUSINESS ITEMS**

**A. Proposition 218 Assessment Process.**

1. Review Updated Prop 218 Assessment Procedures (oral Presentation) by District Legal Counsel, G. Ross Trindle, III
2. Consider Alternate funding methods for soft costs, or they can be included in the Prop 218 process.
3. Review, comment on and adopt schedule.

**Simplified Milestones**

- a. The following *minimum* milestones (Board Actions) apply
  - i. **Order Engineer's Report:** Starts Process
  - ii. **Receive Engineer's Report:** Can Be done within 1-2 months)
  - iii. **Consider & Approve Engineer's Report:** Can Be done at Special or Regular Meeting
  - iv. **Consider & Approve Resolution of Intent:** Can be done concurrent with iii.
  - v. **Mail Notice of Public Hearing & Assessment Ballot:** *Must Observe noticing requirements*

Los Olivos Community Services District, P.O. Box 345, Los Olivos, CA 93441, (805) 946-0431  
[losolivoscscd@gmail.com](mailto:losolivoscscd@gmail.com), [www.losolivoscscd.com](http://www.losolivoscscd.com)

- vi. **Public Hearing:** Can Be done at Special or Regular Meeting
- vii. **Tabulation of Ballots:** *after close of public hearing*; ballots remain sealed until this tabulation
- viii. **Adopt Resolution Levying the Assessment:** after tabulation of results; can occur at following meeting

**B. Approve Resolution 19-06 Adopting a District Purchasing Policy.**

- 1. Presentation of proposed Resolution by District Legal Counsel, G. Ross Trindle, III
- 2. Review, comment on and adopt policy and resolution

**C. Elections Resolutions and Process to Stagger Board Director Elections**

- 1. NOTE: This can be an introductory presentation with action deferred to next meeting or the Board may choose to take action at this meeting.
- 2. Presentation of proposed Resolution by District Legal Counsel, G. Ross Trindle, III
  - i. Attached are three resolutions, all related to elections for the Board of Directors.
  - ii. They need to be adopted in order with some information to be entered immediately following approval for use in the subsequent resolution.
  - iii. The first resolution, 19-07, establishes the process for selecting two directors who will have initial 2-year terms, with the remaining three having 4-year terms.
  - iv. The second resolution, 19-08 approves the selection process and establishes the staggered terms.
  - v. The third resolution 19-09, moves the election dates from 2021 to 2020 for the two, 2-year term Directors, and from 2023 to 2022 for the three, 4-year term Directors. Thankfully these changes align the elections with the terms of office, so no one can cry fowl over extending or shortening anyone's term.
- 3. Review, comment on and adopt resolution

**D. Project Work Plan and Financial Plan Progress and Planning:**

- 1. Review Plan.
- 2. Comments & discussion.
- 3. Take Action and direct next steps (see recommendations in Work Plan).
- 4. Possible items of discussion/action (below):
  - Note we have a Proposal from Paul Jenzen's to Develop A Local Agency Management Program for the Los Olivos Community Services District. (Attached), Rough Budgetary Cloacina Draft Proposal Based on 2016 AECOM Report. (Attached)
  - Review and potential action regarding Matteis Project Update and Plans.
  - RWQCB Support.
  - EHS Support
  - Report from Ad hoc Technical Committee – Report and Potential Action.
  - Report from Individual Board Members Regarding Project Assignments and Actions– Report and Potential Action.

**E. Finance Committee Assignments Change Request and Recommendations**

- 1. Recommendation that The Board Consider rotating the assignment of one member of the Finance committee to another Board member.

**F. Finance Committee Business Summary and Report.** Approved for recommendation for payment:

- 1. 8-13-2019 1st Quarter FIN Billing for FY 19-20 \$1,000
- 2. 9-5-2019 Aleshire & Wynder (August Billings) \$2223.00
- 3. 8-30-2019 MNS (July Billings) \$5394.40

**9. Next Regular Meeting:**

Wednesday, November 13, 2019, 6:00 p.m.  
 Los Olivos School, Room 602  
 2540 Alamo Pintado Avenue, Los Olivos, CA 93441

**10. ADJOURNMENT**

*The Los Olivos Community Services District is committed to ensuring equal access to meetings. In compliance with the American Disabilities Act, if you need special assistance to participate in the meeting or need this agenda provided in a disability-related alternative format, please call 805.946.0431 or email to [losolivoscscsd@gmail.com](mailto:losolivoscscsd@gmail.com). Any public records, which are distributed less than 72 hours prior to this meeting to all, or a majority of all, of the District's Board members in connection with any agenda item (other than closed sessions) will be available for public inspection at the time of such distribution at a location to be determined in Los Olivos, California 93441.*



POSTED 9-6-2019

**Tom Fayram, President**  
**Lisa Palmer, Vice President**  
**Julie Kennedy, Secretary**  
**Mike Arme, Director**  
**Brian O'Neill, Director**

**LOS OLIVOS COMMUNITY SERVICES DISTRICT**  
**Board of Directors Meeting, September 11, 2019, 6:00 p.m.**  
**Los Olivos School, Room 602**  
**2540 Alamo Pintado Avenue, Los Olivos, CA 93441**

### **REGULAR MEETING AGENDA**

#### **1. CALL TO ORDER**

#### **2. ROLL CALL**

Present: Director's Palmer, Arme and O'Neill

Absent: Directors Fayram, Kennedy

#### **3. PLEDGE OF ALLEGIANCE**

#### **4. APPROVAL OF MEETING MINUTES**

*Minutes of 8-14-2019 Regular Meeting Deferred*

#### **5. DIRECTOR COMMENTS**

Directors will give reports on any meetings that they attended on behalf of the District and/or choose to comment on various District activities.

*Directors Palmer and Fayram reported on Visit with Supervisor Hartmann. Referral to continue working with EHS.*

#### **6. PUBLIC COMMENTS**

Members of the public may address the Board on any items of interest within the subject matter and jurisdiction of the Board but not on the agenda today (Government Code - 54954.3).

Speakers are limited to 3 minutes. Due to the requirements of the Ralph M. Brown Act, the District cannot take action today on any matter not on the agenda, but a matter raised during Public Comments can be referred to District staff for discussion and possible action at a future meeting.

*Brad Ross addressed the Board. He indicated he had his septic tank pumped and learned that residents need more info and guidance on septic system maintenance. Director Palmer shared that County EHS website link on our website may help, as well as a link to the County LAMP Tiered system section.*

#### **7. INTERIM GENERAL MANAGER REPORT**

Interim General Manager Report on current assignments and general District business.

*Request to set up a Joint County EHS/RWQCB Meeting, Request for Prop 218 calendar reflecting a possible vote in March 2020. Comments on DRAFT Project Budget: add emergency generator, GWMP Implementation (\$500k), Note Source of Funds (District RWQCB, EHS), Flow Study \$5k. Flow study results review.*

#### **8. BUSINESS ITEMS**

##### **A. Approve Resolution 19-05 Adopting a Gaan Limit.**

*Presentation of proposed Resolution made by District Legal Counsel, G. Ross Trindle, III. Motion to approve Resolution 19-05 Adopting a Gaan Limit Approved made by Director O'Neill, 2nd by Director Arme. Approved:*

**Los Olivos Community Services District, P.O. Box 345, Los Olivos, CA 93441, (805) 946-0431**  
[losolivoscscd@gmail.com](mailto:losolivoscscd@gmail.com), [www.losolivoscscd.com](http://www.losolivoscscd.com)

Aye: Directors Palmer, Arme and O'Neill  
Absent: Directors Fayram, Kennedy  
Passed 3-0

**B. Approve Resolution 19-06 Adopting a District Purchasing Policy.**

*Presentation of proposed Resolution by District Legal Counsel, G. Ross Trindle, III. Board requested item to return with sample language for Purchase Order, Agreements and Contracts.*

**C. Project Work Plan and Financial Plan Progress and Planning:**

1. Review Plan.
2. Comments & discussion.
3. Take Action and direct next steps (see recommendations in Work Plan).
4. Possible items of discussion/action (below):
  - Note we have a Proposal from Paul Jenzen's to Develop A Local Agency Management Program for the Los Olivos Community Services District. (Attached), Rough Budgetary Cloacina Draft Proposal Based on 2016 AECOM Report. (Attached)
  - Review and potential action regarding Matteis Project Update and Plans.
  - RWQCB Presentation on Santa Barbara County Groundwater Characterization Project: Santa Ynez River Valley Groundwater Basin.
  - Report on Visit with Supervisor Hartmann
  - Report from Ad hoc Technical Committee – Report and Potential Action.
  - Report from Individual Board Members Regarding Project Assignments and Actions– Report and Potential Action.

*Revised Schedule and Workplan Reviewed. Revisions to Work Plan Suggested, to be incorporated by next month's meeting.(Combine items cd,f&g, add teaming meeting input on technical items. Include items h&l as action items on MSA List.*

**D. Finance Committee Business Summary and Report.** No New invoices this Cycle:

**9. Next Regular Meeting:**

Wednesday, October 11, 2019, 6:00 p.m.  
Los Olivos School, Room 602  
2540 Alamo Pintado Avenue, Los Olivos, CA 93441

**10. ADJOURNMENT**

*Motion to adjourn at 7:47 PM made by Director O'Neill, 2nd by Director Arme  
Aye: Directors Palmer, Arme and O'Neill  
Absent: Directors Fayram, Kennedy  
Passed 3-0*

APPROVED

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Tom Fayram, President

ATTEST

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Julie Kennedy, Secretary

**From:** [G. Ross Trindle](#)  
**To:** [Doug Pike](#); [Thomas Fayram](#); [Julie Kennedy](#); [Mike Arme](#); [Lisa Palmer](#); [Brian O'Neill \(brian@onefineserv.com\)](#)  
**Subject:** RE: 10-9-19 Los Olivos CSD Agenda  
**Date:** Thursday, October 03, 2019 4:22:56 PM  
**Attachments:** [LOCSD - Template Professional Services Agreement.DOCX](#)  
[\(LOCSD\) Resolution 19-6 Adopting Purchasing Policy.DOCX](#)

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President Fayram and Members of the Board:

At the last meeting, the resolution on the purchasing policy was tabled to this upcoming meeting so that the entire board could weigh in. In the interim, I made a few corrections to the prior version of the policy, including the addition of specific language for sole source contracts. That version is attached for your review offline.

Additionally, I was asked to provide a sample/template agreement that the District would be able to use under the purchasing policy, if adopted. Attached is a sample/template Professional Services Agreement.

Also, I was asked about a sample purchase order. Several options exist for purchase orders that, ultimately, will depend upon the scope of the purchase or whether we are accepting a vendor's order agreement. Accordingly, I do not have a good draft/template to share at this point.

Sole source contracts will use a slightly modified version of the sample/template PSA, with language added that it is a sole source agreement under the purchasing policy.

If you have any questions, please let me and Doug know at your convenience. Please do not "Reply All" to avoid any potential Brown Act violations.

**G. Ross Trindle, III** | Partner  
**Aleshire & Wynder, LLP** | Riverside Office

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**From:** Doug Pike [mailto:[dpike@mnsengineers.com](mailto:dpike@mnsengineers.com)]  
**Sent:** Wednesday, October 02, 2019 11:54 PM  
**To:** Thomas Fayram; Julie Kennedy; Mike Arme; Lisa Palmer; Brian O'Neill (brian@onefineserv.com)  
**Cc:** G. Ross Trindle  
**Subject:** 10-9-19 Los Olivos CSD Agenda

All,

Please see attached Draft Agenda for our October 9, 2019 Regular Meeting.

Please contact me directly with any additional items or questions

Thanks You,

**Doug Pike, PE**  
*Interim General Manager*  
Los Olivos CSD

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**MNS Engineers, Inc.**  
201 Industrial Way, Ste A / Buellton, CA 93427

Direct (805) 697-1416 / Cell (805) 331-3553 (preferred)

[dpike@mnsengineers.com](mailto:dpike@mnsengineers.com)

**RESOLUTION NO. 19-06**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE LOS OLIVOS  
COMMUNITY SERVICES DISTRICT ADOPTING A PURCHASING AND  
PROCUREMENT POLICY**

**WHEREAS**, the Los Olivos Community Services District ("District") is committed to openness and transparency regarding the use and expenditures of public funds; and

**WHEREAS**, the Board of Directors of the District ("District") seek to establish its purchasing policy setting forth the authority and restrictions on the purchase of equipment, materials, supplies, and services by District personnel, in accordance with California law; and

**WHEREAS**, it is in the best interests of the District and its residents to set and maintain limits, restrictions, and procedures in the form of a purchasing policy.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Los Olivos Community Services District, as follows:

1. The above recitals are true and correct; and
2. The Board of Directors hereby establishes and adopts as its purchasing policy the policy set forth in Exhibit A.
3. The authority, limits, restrictions, and procedures set forth in the purchasing policy shall be subject to any and all applicable annual budgetary amounts and other authorizations as may be imposed by the Board from time to time.
4. As of the effective date of this Resolution, the purchasing policy shall be deemed controlling over, and shall otherwise supersede any and all other purchasing authority policies that may conflict with, or be contrary to, the hereby adopted purchasing policy.
5. If any provision of this Resolution or the attached and incorporated purchasing policy is for any reason held invalid, the validity of the remainder of this Resolution and incorporated purchasing policy shall remain unaffected.
6. This Resolution shall become effective upon the date of adoption as set forth herein.

**[SPACE INTENTIONALLY LEFT BLANK]**



**I HEREBY CERTIFY** that the foregoing Resolution was passed and adopted by the Board of Directors of the Los Olivos Community Services District at a regular meeting held on the 11th day of September 2019, by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
**DOUG PIKE**, Interim General Manager  
**LOS OLIVOS COMMUNITY SERVICES  
DISTRICT**

By: \_\_\_\_\_  
**THOMAS FAYRAM**, Board President

APPROVED AS TO FORM:

By:   
\_\_\_\_\_  
**G. ROSS TRINDLE, III**, District Counsel

I, \_\_\_\_\_, Secretary of the Los Olivos Community Services District, Santa Barbara County, California, DO HEREBY CERTIFY that the foregoing is a true and accurate copy of the Resolution passed and adopted by the Board of Directors of the Los Olivos Community Services District on the date and by the vote indicated herein.

# EXHIBIT A

# PURCHASING & PROCUREMENT POLICY

## PURPOSE

The purpose of this policy is to provide uniform guidelines and procedures for the purchase of goods and services used for the operation of District programs. These procedures and guidelines enable the District to coordinate purchasing processes and to establish a system of financial controls for the efficient use and expenditure of public funds.

## I. POLICY

### A. Ethics

District personnel—employees and contractors—must discharge their duties impartially to assure fair competition for District business by responsible vendors. In addition, they shall conduct themselves in a manner that will create confidence in the integrity of the District's purchasing operations. Personnel are prohibited from accepting any gifts, rebates, kickbacks, personal services, or in any way incurring personal gain from any vendor in exchange for doing business with the District. Personnel shall perform all purchasing responsibilities in a manner intended to obtain goods and services for the District in the most cost effective and ethical manner.

### B. Environmentally Preferable Purchasing

The District is committed to the use of recycled products and materials in order to demonstrate compliance with the Waste Management Reduction Act, encourage market development for recycled products, and to promote overall environmentally responsible practices.

1. Preferred products shall include those that minimize environmental impacts, including but not limited to, toxic substances, pollution, and hazards to workers and to community safety to the greatest extent practicable.
2. Preferred products shall include those that include recycled content; are durable and long lasting; conserve energy, water and natural resources; use agricultural products, fibers and residues; reduce greenhouse gas emissions and other pollutants; use unbleached or chlorine free manufacturing processes; and use wood from sustainable harvested forested or other environmentally friendly substitutes.

3. A maximum effort shall be made, whenever possible, to purchase products in the following categories:
  - a. Recycled Materials
  - b. Remanufactured Products
  - c. Non-Toxic Chemicals and Sprays
  - d. Energy and Water Conserving Equipment
  - e. Products with an Energy Star Rating
4. When alternatives are available, a maximum effort shall be made to identify environmentally preferred products in bid specifications and/or provide up to a 5% preference for bids that specify products identified as environmentally preferred in this Policy.

C. Local Vendor Preference

Local vendors may be given an additional ten percent (10%) discount when comparing bids against outside vendors for economic development purposes.

D. Purchases of \$2,500 or Less

1. Purchases of \$2,500 or less do not require a purchase order or competitive bid and do not require prior Board of Director approval. All purchases made at this level of authority require proper documentation and approval at the next regular Board of Directors meeting.

E. Purchase of \$25,000 or Less and Greater than \$2,500

1. Purchases shall require a purchase order. All purchase orders shall require approval of the Board of Directors prior to the purchase.
2. When making purchases of \$25,000 or less and greater than \$2,500, the purchase shall require at least three, and no less than two, bids. Bids may be obtained by phone or by sealed written bids. Telephone

bids shall be documented by submission of a memo to the file for the purchase.

3. A record of all open market orders and bids shall be kept for a period of one (1) year after the submission of bids or the placing of orders, or as otherwise may be required by law. This record is open to public inspection and will normally be maintained as part of any vendor file.
4. Bids shall not be required in the following circumstances.
  - a. When an emergency requires that an order be placed with the nearest available source and/or in an urgent manner;
  - b. When the commodity can be obtained from only one vendor;
  - c. After rejection of all bids;
  - d. When purchases made under a State Department of General Services Purchasing Contract; or
  - e. In other circumstances when a determination is made, in consultant with District Counsel, that dispensing with bids is necessary for the effective and/or cost efficient delivery of District services.
1. In most cases, purchases shall be awarded to the lowest responsive bidder. However, when evaluating bids, price quotes, and proposals, consideration may be given to such things as vendor location, costs of shipping/delivery/pickup, warranty and/or maintenance contracts, retention of the District's share of sales tax, environmentally preferred products, and variations in quality.
2. It shall be the responsibility of the Interim General Manager to ensure sufficient funds are available in the appropriate account(s) prior to any purchase.
3. Any expenses that require a funding allocation require District Board approval.
4. Supplies or equipment received shall be inspected immediately upon receipt to determine conformance with the specifications for the order.

G. Purchases of Supplies or Equipment in Excess of \$25,000

The purchase of supplies and equipment for any one project or activity with an estimated individual or aggregate value greater than \$25,000 shall be by written contract in accordance with the following:

1. Notice Inviting Bids

A notice inviting bids, all final specifications, and bid documents shall be prepared for distribution. The notice shall include a general description of the article(s) to be purchased or constructed, where bid documents and specifications may be secured, the time and place for opening bids, and state if security deposits are required. The notice inviting bids shall be published at least two (2) times at least five (5) days apart, in a newspaper of general local circulation at least ten (10) days before the date of opening of the bid(s).

2. Bidders List

Sealed bids shall be solicited from responsible prospective suppliers whose names are on any established bidders list or who have made written request that their names be added to it.

3. Post Office & Website Listing

Proposed purchases may be advertised additionally via notice posted in the Post Office and/or on the District's website.

4. Bidder's Security

When considered necessary, bidder's security shall be set and a statement of the security shall be included in the notice inviting bids. Each bidder is entitled to a return of the bid security. However, a successful bidder forfeits the bid security if he/she refuses or fails to execute the contract within ten (10) days after the notice of award of contract is mailed. If the successful bidder fails or refuses to execute the contract, the bid may be awarded to the next lowest responsive bidder, the amount of the lowest bidder's security shall be applied to the contract price difference between the lowest bid and the second lowest bid. The surplus, if any, shall be returned to the lowest bidder.

5. Bid Opening

All bids shall be sealed and identified as "Bid No . . ." on the envelope. Bids shall be opened in public at the time and place stated in the public notice. The bids received shall be tabulated and tabulation kept open for public inspection during regular business hours for a period of not less than thirty (30) calendar days after the bid opening.

6. Rejection of Bids

In its discretion, the Board may reject all bids presented and re-advertise for bids. If no bids are received, the District may have the project done without further compliance with this Policy.

7. Performance of Project After Rejection of Bids

After rejecting bids, the Board of Directors may pass a resolution by a four-fifths vote of its members declaring that the project can be performed more economically by day labor, or the materials or supplies furnished at a lower price in the open market. Upon adoption of the resolution, it may have the project done in the manner stated without further complying with the resolution.

8. Award of Contracts

Contracts normally shall be awarded to the lowest responsible and responsive bidder, except that the Board may award a contract to a higher bidder if it specifically determines that the best interests of the District are served by so doing. Such determination must be supported by specific findings.

H. Public Works Projects

The provisions contained in Public Contract Code Section 20160 et seq. establish the contract procedures the District shall normally follow regarding public works projects.

I. Professional Services

1. Professional services are those activities to be performed by specially trained persons or firms who provide services in connection with financial, economic, accounting, engineering, administrative or other matters involving specialized expertise or unique skills. Contracts for professional services need not necessarily be awarded to the lowest bidder since the person or firm is selected based on their qualifications. The price, however, must be reasonable and within budgeted funding amounts.
2. All consultants shall execute an agreement with the District. Any professional service agreement submitted to the Board of Directors for approval must provide sufficient background analysis to support the recommendation. The Interim General Manager is authorized to approve agreements for professional services up to \$25,000 when funding is budgeted. Any agreements for services above \$25,000 or those where a funding appropriation is necessary requires Board of Directors approval.

3. A Request for Proposals (RFP) and/or Request for Qualifications (RFQ) shall be prepared for professional services and distributed to a minimum of three firms and/or individuals. The RFP/RFQ shall include the purpose, background, scope of work, proposal format instructions, submittal instructions, deadline and selection process.  
Proposals
4. An RFP/RFQ may not be required for services that will not exceed \$7,500 and involve standard work where a specialized description of how the consultant will approach the scope of work is not necessary.
5. When proposals and/or qualifications are received, the proposals shall be reviewed based upon impartial criteria established. For large projects, a review panel should be formed and finalists should be interviewed, if practicable. When a recommendation is agreed upon, a standard professional services agreement shall be prepared and submitted to the Interim General Manager or Board of Directors for approval.
6. For agreements for engineering and architecture services, RFPs shall request that costs be submitted in a separate envelope. The costs shall be opened and only considered after the proposals are reviewed and qualified applicants are determined.
7. The Interim General Manager shall be responsible for verifying that required insurance is submitted by the consultant prior to execution of the agreement and verified by the District Counsel.
8. An on-call list of consultants for specialized services may be established through the process outlined above. In such case, agreements for more than one consultant may be executed for a not-to-exceed amount for services that are needed on a periodic basis. The consultants may then be utilized when the need arises on an alternating basis or based upon availability.
9. If it is determined that it is in the best interests of the District for services to be provided by a specific consultant—with contract terms, scope of work, and compensation to be determined based on direct negotiations—commonly referred to as “sole source” services/contract, a recommendation for shall be made by the Interim General Manager for designee thereof to the Board of Directors and a contract award shall be subject to Board approval by a majority vote.

J. Payment Process



1. When invoices are received, all receipts shall be attached and submit to the Finance Committee for payment, along with an invoice cover form, which shall include a description and justification of the purchase.
2. The Finance Committee shall review receipts and invoices prior to recommending approval for payment by the Board of Directors. Any irregularities or issues identified shall be submitted to the District Counsel for potential investigation.
3. Payments shall be issued by authorized personnel of the Distrct. Checks shall be issued with electronic signatures.
4. All payments shall be made within the time period agreed to with the vendor.
5. The Board of Directors shall receive a monthly check register for review and formal acceptance.

PROFESSIONAL SERVICES AGREEMENT  
BETWEEN

THE LOS OLIVOS COMMUNITY SERVICES DISTRICT  
AND  
[CONSULTANT]

This agreement is made and entered into, effective [REDACTED] between the LOS OLIVOS COMMUNITY SERVICES DISTRICT, a California special district (“District”), and [REDACTED], a California [REDACTED] (“Consultant”).

RECITALS

WHEREAS, following District’s Request for Proposal process, the District desires to contract with Consultant for certain professional planning services necessary for the development of [PROJECT TITLE] (“Project”).

WHEREAS, Consultant represents that it has the qualifications and technical skills, experience and expertise to perform these services for the District.

NOW THEREFORE, based on the terms and conditions herein, the parties agree as follows:

1. Scope of Services

Consultant shall perform the professional services required to complete the Project for the District as described in the Scope of Work attached as Exhibit “B” and incorporated by reference herein.

All work and services by Consultant shall be performed in a diligent and professional manner.

Consultant warrants that its services shall be performed, within the limits prescribed by the District, in a manner consistent with the level of care and skill ordinarily exercised by environmental, planning, and engineering professionals under similar circumstances at the time its services are performed. No other warranty or representation, express or implied, is included or intended by Consultant’s Proposal, this Agreement, or any reports or documents prepared herewithin.

Consultant agrees to undertake the discrete tasks outlined in Exhibit “B” only upon consultation with and authorization from the District’s General Manager and Park Superintendent.

As further described on Exhibit “B”, Consultant’s Services include:

1.

2.

3.

2. Term of Contract

Unless otherwise earlier terminated as specified in Section 9, this Agreement shall commence on the date set forth above and shall expire at completion of the Project no later than [REDACTED]. Consultant shall complete all work in accordance with the timelines set forth in the Proposal.

3. Force Majeure

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement will be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the District, if the Consultant shall, within ten (10) days of the commencement of such delay, notify the Project Manager in writing of the causes of the delay. The Project Manager shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if, in the judgment of the Project Manager, such delay is justified. The Project Manager's determination is final. In no event will Consultant be entitled to recover damages against the District for any delay in the performance of this Agreement, however caused; Consultant's sole remedy being extension of the Agreement pursuant to this Section.

4. Independent Contractor Relationship

- a. It is expressly understood between the parties that no employee/employer relationship is intended, the relationship of Consultant to District being that of an independent contractor. District shall not be required to make any payroll deductions or provide Workers' Compensation Insurance coverage or health benefits to Consultant.
- b. Consultant is solely responsible for selecting the means, methods and procedures for performing its services hereunder as assigned by the District and for coordinating all portions of the work so the results will be satisfactory to District. Consultant will supply all tools and instruments required to perform its services under this Agreement.

- c. Pursuant to this Agreement, Consultant is rendering professional services only and any payments made to it are compensation solely for such services as it may render and recommendations it may make in the performance of services.

5. Compliance with Laws

Consultant will be solely responsible for giving all notices and complying with any and all applicable laws, ordinances, rules, regulations and lawful orders of any public authority relating to Consultant's work, including but not limited to those relating to copyright, trademark or other intellectual property matters.

6. Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, taxes, including applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement; and shall indemnify, defend and hold harmless District against any claim for such fees, assessments, taxes, penalties or interest levied, assessed or imposed against District hereunder.

7. Environmental Laws.

Consultant shall comply with all applicable environmental laws, ordinances, codes and regulations of Federal, State, and local governments. Consultant shall also comply with all applicable mandatory standards and policies relating to energy efficiency.

8. Acknowledgment of Relationship

Consultant agrees that all dealings of the parties under this Agreement shall be confidential, and writings, reports, data, information or communication developed, prepared or assembled by Consultant under this Agreement, or any information made available to Consultant by District, shall not be revealed, disseminated or made available by Consultant to any person or entity other than District without the prior written consent of District, unless otherwise required by subpoena or applicable law.

9. Payment to Consultant

- a. District shall pay Consultant monthly in proportion to the services performed plus reimbursable expenses and charges for additional services within thirty (30) days after receipt of Consultant's invoices in a form approved by District's, with the

exception of any disputed amounts which shall be withheld until resolution of the dispute. Payment terms are further described on Exhibit "C".

**Total Project Cost not to Exceed: \$** \_\_\_\_\_

- b. No payment made under this Agreement shall be conclusive evidence of Consultant's performance of the Agreement, either wholly or in part, and no payment shall be construed to be an acceptance of Consultant's work.

10. Assistance by District

District agrees to provide to Consultant available information of relevance to Consultant's work, including all data and documents pertaining to the Project. District pledges to work cooperatively with Consultant and render all reasonable assistance toward completion of Consultant's work.

The District's Project Manager shall be [STAFF MEMBER].

11. Ownership of Documentation

All maps, data, reports and other documentation (other than Consultant's drafts, notes and internal memoranda), including duplication of same prepared by Consultant in the performance of these services, shall become the property of the District and shall be retained by the Consultant for a period of three years after completion of the Project. If requested by the District, all, or the designated portions of such documentation, shall be delivered to the District.

12. Termination of Contract

Consultant specifically acknowledges and agrees that the District may at any time during the term of this Agreement terminate Consultant's services with or without cause, and without penalty, at the completion of any phase of Consultant's services as set forth in Exhibit "B." Any termination or any special instructions hereunder from District shall be made in writing. In the event this Agreement is terminated, all data, specifications, documents and information generated by Consultant in connection with the Project shall be delivered to District and may be used by District. Copies of these materials may be retained by Consultant.

13. Indemnification and Hold Harmless; Insurance Requirements

- a. Indemnity for Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless District and its officers, employees, agents (the "District's Parties") from and

against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees of subcontractors (or any entity or individual for which Consultant shall bear legal liability) in the performance of professional services under this Agreement.

b. Indemnity for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless District and District's Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

c. Submission of insurance certificates or other proof of coverage shall not relieve Consultant from liability under this indemnification and hold harmless provisions. These provisions shall survive the termination of this Agreement and shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

d. Prior to the commencement of the Project, Consultant shall provide District with proof of the types and amounts of insurance described on Exhibit "A".

#### 14. No Assignment

This Agreement is a personal services contract and work hereunder shall not be delegated or assigned by Consultant to any person or entity without the advance written consent of District. Consultant shall not employ any subcontractors for its work.

#### 15. Examination of Records

Consultant agrees that District shall have access to and the right to examine at any reasonable time and on reasonable notice Consultant's documents, papers and records, including accounting records, relating to or involving this Agreement.

16. Notice

All notices or other official correspondence relating to contractual matters between the parties shall be made by depositing the same as first-class, postage paid mail addressed as follows:

To Consultant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To District: LOS OLIVOS COMMUNITY SERVICES DISTRICT  
Attn: [STAFF MEMBER]  
[ADDRESS]  
[ADDRESS]

or such other address as either party may designate hereinafter in writing delivered to the other party. All notices shall be agreed to have been received three (3) days after mailing.

17. No Waiver

No failure or delay by District in asserting any of District's rights and remedies as to any default of Consultant shall operate as a waiver of the default, of any subsequent or other default by Consultant, or of any of District's rights or remedies. No such delay shall deprive District of its right to institute and maintain any actions or proceeding which may be necessary to protect, assert or enforce any rights or remedies arising out of this Agreement or the performance of this Agreement.

18. Partial Invalidity

If any term, covenant, condition, or provision of this Agreement is found 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.

19. Terms

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral understanding or agreement not incorporated herein shall be binding on any of the parties.

20. Incorporation of Recitals

The foregoing recitals are incorporated herein as though fully set forth.

21. California Law

This Agreement shall be interpreted and construed pursuant to the laws of the State of California. Any dispute between the parties shall be filed and heard in a court of competent jurisdiction in the County of Santa Barbara, State of California.

22. Additional Provisions

Consultant agrees that no full time employee of District shall be employed by its firm during the period that this Agreement is in effect.

23. Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment, and to all other reasonable costs for investigating such action, taking depositions and discovery, including all other necessary costs the court allows which are incurred in such litigation.

24. Conflict of Interest.

Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. Consultant shall comply with all conflict of interest laws and regulations.

25. Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

26. Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party 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 said party is bound.



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

DISTRICT:  
LOS OLIVOS COMMUNITY SERVICES  
DISTRICT

By: \_\_\_\_\_  
[AUTHORIZED SIGNATORY]

ATTEST:

\_\_\_\_\_  
[WITNESS]

CONSULTANT:  
XXXX, a California corporation &

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

EXHIBIT "A"

LOS OLIVOS COMMUNITY SERVICES DISTRICT  
INSURANCE REQUIREMENTS

**[CONFIRM WITH DISTRICT INSURANCE CARRIER]**

Consultant shall procure and maintain for the duration of the Agreement (and thereafter as specified herein) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Consultant, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01).
2. Insurance Services Office form number CA 00 01 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

MINIMUM LIMITS OF INSURANCE

Consultant shall maintain limits no less than:

1. General Liability (Including operations, products and completed operations, as applicable): \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, 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: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Errors and Omissions Liability: A policy of professional liability insurance in an amount not less than \$1,000,000 per occurrence.

5. Contractors Pollution Liability: N/A
6. Asbestos Pollution Liability: N/A

#### DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District and its directors, officers, employees, agents and volunteers (collectively "District Parties"), or (2) Consultant shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration and defense expenses.

#### OTHER INSURANCE PROVISIONS`

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The District and District Parties are to be covered as insured's as respects: liability arising out of work or operations performed by or on behalf of the Architect; or automobiles owned, leased, hired or borrowed by Consultant.
2. For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance as respects the District and District Parties. Any insurance or self-insurance maintained by the District and District Parties shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice has been provided to the District.

If General Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverage's are written on a claims-made form:

1. The retroactive date must be shown, and must be before the date of this Agreement or the beginning of work on the Project.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of the Project.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Agreement

effective date, Consultant must purchase an extended period coverage for a minimum of five (5) years after completion of the Project.

4. A copy of the claims reporting requirements must be submitted to the District for review and approval.

#### ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

#### VERIFICATION OF COVERAGE

Consultant shall furnish the District with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the District, or on other than the District's forms provided those endorsements conform to District requirements and are acceptable to the District. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

#### SUB-CONTRACTORS

Consultant shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractor shall be subject to all of the requirements stated herein.

END OF PAGE

EXHIBIT "B"  
SCOPE OF WORK

X

DRAFT

EXHIBIT "C"  
COMPENSATION

X

DRAFT

EXAMPLE

**PROPOSAL RECEIVED:**

- By Telephone
- In Writing
- Via E-Mail

*Proposal Due Date:*

*Approval Contracts:*

*Approval Manager:*

**REQUIRED TO BE COMPLETED FOR ANY PROCUREMENT IN EXCESS OF \$10,000**

				NAME OF PROPOSERS / PROPOSAL PRICES								
<i>Subcontractor Selected:</i> _____  MSA #: _____  PSO # _____  AFE # _____  Accounting Code: _____												
				Proposal Date:			Proposal Date:			Proposal Date:		
ITEM #	QTY	U/M	Description of Services / Supplies	UNIT \$	EXTENDED \$	UNIT \$	EXTENDED \$	UNIT \$	EXTENDED \$	UNIT \$	EXTENDED \$	
1					\$0.00		\$0.00		\$0.00		\$0.00	
2					\$0.00		\$0.00		\$0.00		\$0.00	
3					\$0.00		\$0.00		\$0.00		\$0.00	
4					\$0.00		\$0.00		\$0.00		\$0.00	
5					\$0.00		\$0.00		\$0.00		\$0.00	
6					\$0.00		\$0.00		\$0.00		\$0.00	
7					\$0.00		\$0.00		\$0.00		\$0.00	
8					\$0.00		\$0.00		\$0.00		\$0.00	
9					\$0.00		\$0.00		\$0.00		\$0.00	
10					\$0.00		\$0.00		\$0.00		\$0.00	
<b>TOTAL PROPOSAL AMOUNT</b>					<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>	

**OTHER REQUIRED INFORMATION**

COMPETITIVE / NON-COMPETITIVE (Chose 1)	REASON FOR SELECTION: (Choose 1)	PRICE JUSTIFICATION:
<input type="checkbox"/> 1. Competitive Award	<input type="checkbox"/> 1. Lowest Priced Proposal	<input type="checkbox"/> 1. Competitive Lowest Priced Proposal
<input type="checkbox"/> 2. Single Source (Use Sole Source Justification Tab):*	<input type="checkbox"/> 2. Lowest Proposal Satisfying Tech. Req.	<input type="checkbox"/> 2. Proposal Analysis *
	<input type="checkbox"/> 3. Lowest Proposal Satisfying Del. Req.	<input type="checkbox"/> 3. Comparison with Prior Proposals (give project name or PSO/AFE # in remarks)
	<input type="checkbox"/> 4. Ordered From BPA/MSA	<input type="checkbox"/> 4. Engineering Estimate (give rationale in remarks)*

*\*Attach Required Information / Justification / Bids / Network location*

**REMARKS:**

## **RESOLUTION NO. 19-07**

### **A RESOLUTION OF THE BOARD OF DIRECTORS OF THE LOS OLIVOS COMMUNITY SERVICES DISTRICT ESTABLISHING THE SELECTION PROCESS FOR THE STAGGERING OF TERMS OF OFFICE OF BOARD DIRECTORS**

**WHEREAS**, the Los Olivos Community Services District (“District”) was created following passage of Measure P by 73.4% in favor of formation, in January of 2018; and

**WHEREAS**, Measure P was placed on the ballot by the Santa Barbara County Board of Supervisors pursuant to direction by the Santa Barbara County Local Agency Formation Commission (“LAFCO”) per Government Code section 61014(e)(2)(B); and

**WHEREAS**, LAFCO conditioned formation of the District to have a five-member Board of Directors elected at large, with terms of office set pursuant to Government Code section 61021; and

**WHEREAS**, Government Code section 61021(c) states that “elections and terms of office shall be determined pursuant to Uniform District Election Law, Part 4 (commencing with Section 10500) of the Elections Code; and

**WHEREAS**, Elections Code section 10505 establishes the terms of office of elective officers in all new special districts. Since the District was formed in an even-numbered year, the officers elected at the formation election hold office “until noon on the first Friday in December of the second next following odd-numbered year,” per Section 10505(b); and

**WHEREAS**, as currently comprised, and consistent with the Government Code and the Elections Code, all five members of the Board of Directors have terms of equal length; and

**WHEREAS**, Elections Code section 10505(c) provides a mechanism for staggering the terms of offices of Directors via classification by lot into two classes, with terms of office of the class having the greater number set at four (4) years, and terms of office of the class having the lesser number set at two (2) years; and

**WHEREAS**, the Board of Directors now wishes to act pursuant to Elections Code section 10505(c), to create terms of office that are staggered in nature, all consistent with the Government Code and the Elections Code; and

**WHEREAS**, the Board of Directors wishes to authorize the Interim General Manager to carry out the classification of director classes by secret lot, consistent with Elections Code section 10505(c), during a regularly scheduled public meeting.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Los



Olivos Community Services District, as follows:

1. The above recitals are true and correct; and
2. The Board of Directors hereby authorizes the Interim General Manager to carry out the classification of director classes by secret lot consistent with Elections Code section 10505(c), as set forth herein.
3. The Interim General Manager shall administer a drawing of secret lots by each Director during a regularly scheduled public meeting. Three (3) lots shall have written upon them "Four Years," designating the length of term of the Director as such, and two (2) lots shall have written upon them "Two Years," designating the length of term of the Director as such.
4. Following the drawing of classification lots by each Director, the Interim General Manager shall report the results to District Counsel, noting the name of the Director and the selected term of office, for inclusion in a subsequent Resolution for consideration and approval by the Board of Directors officially designating the terms of office of elective officers for the Los Olivos Community Services District.
5. This Resolution shall become effective immediately upon the date of adoption as set forth herein.

**[SPACE INTENTIONALLY LEFT BLANK]**

**I HEREBY CERTIFY** that the foregoing Resolution was passed and adopted by the Board of Directors of the Los Olivos Community Services District at a regular meeting held on the     th day of October 2019, by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_


ABSTAIN: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
**DOUG PIKE**, Interim General Manager  
**LOS OLIVOS COMMUNITY SERVICES DISTRICT**

By: \_\_\_\_\_  
**THOMAS FAYRAM**, Board President

APPROVED AS TO FORM:

By:   
\_\_\_\_\_  
**G. ROSS TRINDLE, III**, District Counsel

I, \_\_\_\_\_, Secretary of the Los Olivos Community Services District, Santa Barbara County, California, DO HEREBY CERTIFY that the foregoing is a true and accurate copy of the Resolution passed and adopted by the Board of Directors of the Los Olivos Community Services District on the date and by the vote indicated herein.

## **RESOLUTION NO. 19-08**

### **A RESOLUTION OF THE BOARD OF DIRECTORS OF THE LOS OLIVOS COMMUNITY SERVICES DISTRICT ESTABLISHING THE INITIAL TERMS OF MEMBERS OF THE BOARD OF DIRECTORS**

**WHEREAS**, the Los Olivos Community Services District (“District”) was created following passage of Measure P by 73.4% in favor of formation, in January of 2018; and

**WHEREAS**, Measure P was placed on the ballot by the Santa Barbara County Board of Supervisors pursuant to direction by the Santa Barbara County Local Agency Formation Commission (“LAFCO”) per Government Code section 61014(e)(2)(B); and

**WHEREAS**, LAFCO conditioned formation of the District to have a five-member Board of Directors elected at large, with terms of office set pursuant to Government Code section 61021; and

**WHEREAS**, Government Code section 61021(c) states that “elections and terms of office shall be determined pursuant to Uniform District Election Law, Part 4 (commencing with Section 10500) of the Elections Code; and

**WHEREAS**, Elections Code section 10505 establishes the terms of office of elective officers in all new special districts. Since the District was formed in an even-numbered year, the officers elected at the formation election hold office “until noon on the first Friday in December of the second next following odd-numbered year,” per Section 10505(b); and

**WHEREAS**, as currently comprised, and consistent with the Government Code and the Elections Code, all five members of the Board of Directors have terms of equal length; and

**WHEREAS**, Elections Code section 10505(c) provides a mechanism for staggering the terms of offices of Directors via classification by lot into two classes, with terms of office of the class having the greater number set at four (4) years, and terms of office of the class having the lesser number set at two (2) years; and

**WHEREAS**, the Board of Directors adopted Resolution 19-\_\_ to establish the selection process for the establishment of initial terms of office and authorized the Interim General Manager to carry out the classification of director classes by secret lot, consistent with Elections Code section 10505(c), during a regularly scheduled public meeting; and

**WHEREAS**, the Interim General Manager carried out the selection process for

the establishment of initial terms of office during the regular public meeting on October 9, 2019; and

**WHEREAS**, the Board of Directors seeks to validate that selection process and officially establish the initial terms of office for each elective officer.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Los Olivos Community Services District, as follows:

1. The above recitals are true and correct.
2. The Interim General Manager carried out the selection process for classification of director classes by secret lot consistent with Elections Code section 10505(c) during the regular public meeting held on October 9, 2019.
3. The Interim General Manager administered a drawing of secret lots by each Director. Three (3) lots had written upon them "Four Years," designating the length of term of the Director as such, and two (2) lots had written upon them "Two Years," designating the length of term of the Director as such.
4. Following the drawing of classification lots by each Director, the Interim General Manager reported the results to District Counsel, noting the name of the Director and the selected term of office, for inclusion in a subsequent Resolution for consideration and approval by the Board of Directors officially designating the terms of office of elective officers for the Los Olivos Community Services District.
5. The selection process was carried out fairly and impartially.
6. Based upon the selection process and the drawing of secret lots, the following results were recorded by District Counsel:
  - Four Years: \_\_\_\_\_
  - Two Years: \_\_\_\_\_
7. The Board of Directors hereby approves the results of the selection process and establishes the terms of office for elective officers of the Los Olivos Community Services District consistent with those results.
8. This Resolution shall become effective immediately upon the date of adoption as set forth herein.

**[SPACE INTENTIONALLY LEFT BLANK]**

**I HEREBY CERTIFY** that the foregoing Resolution was passed and adopted by the Board of Directors of the Los Olivos Community Services District at a regular meeting held on the     th day of October 2019, by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
**DOUG PIKE**, Interim General Manager  
**LOS OLIVOS COMMUNITY SERVICES  
DISTRICT**

By: \_\_\_\_\_  
**THOMAS FAYRAM**, Board President

APPROVED AS TO FORM:

By:   
\_\_\_\_\_  
**G. ROSS TRINDLE, III**, District Counsel

I, \_\_\_\_\_, Secretary of the Los Olivos Community Services District, Santa Barbara County, California, DO HEREBY CERTIFY that the foregoing is a true and accurate copy of the Resolution passed and adopted by the Board of Directors of the Los Olivos Community Services District on the date and by the vote indicated herein.

**RESOLUTION NO. 19-09**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE LOS OLIVOS COMMUNITY SERVICES DISTRICT MOVING DISTRICT BOARD MEMBER ELECTIONS FROM ODD-NUMBERED YEARS TO EVEN-NUMBERED YEARS**

**WHEREAS**, the Los Olivos Community Services District (“District”) is a special district as defined in Elections Code section 10404; and

**WHEREAS**, the formation of the District in January of 2018 established the election for its governing Board of Directors (“Board”) members in odd-numbered years, as set forth in Elections Code section 10505(b); and

**WHEREAS**, the Board established the terms of office of elective officers pursuant to Elections Code section 10505(c), and as set forth in Resolution 19-\_\_\_\_, with two (2) Directors to stand for election in November of 2021, and every four (4) years thereafter, and three (3) Directors to stand for election in November of 2023, and every four (4) years thereafter; and

**WHEREAS**, the District has received communication from the County of Santa Barbara that all other existing special districts in the County had already moved their respective governance elections to even-numbered years; accordingly, the District would not be able to take advantage of cost-sharing with other districts holding their elections during odd-numbered years; and

**WHEREAS**, it is the intent of the Board to exercise good fiscal governance by providing constituents with the lowest possible cost while promoting the increasingly efficient and effective use of government resources; and

**WHEREAS**, Elections Code section 10505(d) authorizes the District, by resolution, to require that its elections of governing body members be held on the same day as the statewide general election, pursuant to Elections Code section 10404; and

**WHEREAS**, Elections Code section 10404 authorizes the District to move governance elections from odd-numbered years to even-numbered years via adoption of a resolution which, if approved, must then be submitted to the Santa Barbara County Board of Supervisors no later than 240 days prior to the currently scheduled election; and

**WHEREAS**, moving the governance election of two (2) Directors from November 2021 to November 2020, and moving the governance election of three (3) Directors from November 2023 to November 2022 will also align the elections with the established terms of office set forth in Resolution 19-\_\_\_\_; and

**WHEREAS**, given the timeline for consideration and submittal of any approved resolution to the Santa Barbara County Board of Supervisors and the estimated cost of continuing with odd-numbered year elections, the Board must take action on this urgent matter.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Los Olivos Community Services District, as follows:

1. The above recitals are true and correct and incorporated herein; and
2. It is in the best interests of good governance and fiscal responsibility to move the District's governance elections from odd-numbered years to even-numbered years; and
3. The Board of Directors hereby petitions the Board of Supervisors of the County of Santa Barbara to move the governing Board member election for two (2) offices of Director, currently scheduled for November 2021, to November 2020, and thereafter to hold the election for said offices on the Statewide elections dates in November of even-numbered years, every four (4) years; and
4. The Board of Directors hereby petitions the Board of Supervisors of the County of Santa Barbara to move the governing Board member election for three (2) offices of Director, currently scheduled for November 2023, to November 2022, and thereafter to hold the election for said offices on the Statewide elections dates in November of even-numbered years, every four (4) years; and
5. Upon acceptance and approval of this Resolution by the Board of Supervisors of the County of Santa Barbara, the initial terms of office for two (2) offices of Director, currently held by \_\_\_\_\_, and \_\_\_\_\_, shall be two (2) years, through 2020, and thereafter shall run for regular four-year terms, consistent with the Elections Code; and
6. Upon acceptance and approval of this Resolution by the Board of Supervisors of the County of Santa Barbara, the initial terms of office for three (3) offices of Director, currently held by \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, shall be four (4) years, through 2022, and thereafter shall run for regular four-year terms, consistent with the Elections Code.

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

**I HEREBY CERTIFY** that the foregoing Resolution was passed and adopted by the Board of Directors of the Los Olivos Community Services District at a regular meeting held on the 9th day of October 2019, by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
**DOUG PIKE**, Interim General Manager  
**LOS OLIVOS COMMUNITY SERVICES DISTRICT**

By: \_\_\_\_\_  
**THOMAS FAYRAM**, Board President

APPROVED AS TO FORM:

By:   
\_\_\_\_\_  
**G. ROSS TRINDLE, III**, District Counsel

I, \_\_\_\_\_, Secretary of the Los Olivos Community Services District, Santa Barbara County, California, DO HEREBY CERTIFY that the foregoing is a true and accurate copy of the Resolution passed and adopted by the Board of Directors of the Los Olivos Community Services District on the date and by the vote indicated herein.



**LOS OLIVOS COMMUNITY SERVICES DISTRICT**  
**WW Treatment and Reclamation**  
**Work Plan**

**DRAFT**  
**10-9-2019**

**Authority:**

The District shall have those powers and responsibilities set forth in the Community Services District Law, Government Code section 61100 et seq .. to collect, treat, or dispose of sewage, wastewater, recycled water, and storm water, in the same manner as a sanitary district, formed pursuant to the Sanitary District Act of 1923, Division 6 (commencing with Section 6400) of the Health and Safety Code. All other powers of the District shall be considered latent and require LAFCO approval to become active.

**Goals:**

Implement **Project Description** (attached) for the first phase of a wastewater treatment and reclamation system for the Los Olivos CSD. This plan shall generally include analysis of options for appropriate treatment options for the urban and rural elements, planning elements, technical elements, financial impacts, regulatory agency input, environmental and permitting input, and public input, of the options. Determine Phasing, appropriate and available funding options, including the required Proposition 218 process for parcel assessments within the District. Develop a robust outreach and public participation program, and maintain visibility, and transparency in the decision-making process.

**Immediately Needed Products/Memos/Letter Reports Addressing:**

1. Table of Grants, Loans, Funding sources/programs incl. timeframes
2. Local LAMP.
3. Groundwater Monitoring Program Document.
4. Concept Collection System Routing.
5. Concept WWTP Siting.
6. Concept WWTP Configuration.
7. Concept Disposal System.
8. Prop 218 Schedule.
9. Project Schedule.
10. Integrate larger community projects proposed for private development.
11. Inventory & summary of existing studies - what's usable/applicable - identify gaps for additional study & define study scope.
12. Implement Groundwater Monitoring Program.
13. Regulatory Considerations (County Environmental Health, RWQCB).
14. Environmental Considerations (CEQA, NEPA and Permitting Agencies).

**LOS OLIVOS COMMUNITY SERVICES DISTRICT**  
**WW Treatment and Reclamation**  
**Work Plan**

**DRAFT**  
**10-9-2019**

Task	Description	Category	Cost/ Budget	ACTION	WHO	DEAD-LINE
1	<b>PROJECT DESCRIPTION DECISION PROCESS COMPLETE</b>					
2	<b>CONCEPT DEVELOPMENT (After Project Selection)</b>					
a	Obtain initial Regulatory Agency input to support funding and implementation of Local LAMP, funding, environmental scope	Regulatory Coord	Nom.	County EHS, RWQCB, County Planning/BOS	Tech Ad-hoc Comte or other ad-hoc committee	On-going/ in process
b	Investigate additional funding from County Health Department, Other County Funds, RWQCB	Financial Plan	Nom	Meetings with County, RWQCB	Board member Assignments, Ad hoc committees, IGM.	In Process, complete by November 2019
c	Refine budgetary estimates per Project Description for Grant Package. Draft Concept Collection System Routing, Concept WWTP Siting, Concept WWTP Configuration, Concept Disposal System. Integrate with Matteis	Financial Plan	\$5,000	Prepare concept collection system, treatment and effluent disposal system, refine project Budget	IGM, Tech. Ad-Hoc Comm	Present at October Meeting
d	Teaming meeting with RWQCB and EHS input on technical items	Financial Plan	Nom	Special Meeting	IGM, Board Pres.	November 1
e	Draft more compete Financial Plan for various options. Identify potential Funding sources (CEH, RWQCB, SWRCB, Other)	Financial Plan	Nom.	Assign to IGM or ad hoc committee. <b>Prop 218 Step</b>	IGM or Ad-Hoc Comte	In Process. Complete by Nov 2019
f	Pursue State <b>Planning</b> grants/loans, Presentation of Financing Options, Recommendations and Action Plan. Table of Grants, Loans, Funding sources/programs incl. timeframes. Pursue Capital Improvement Grants and Loans	Financial Plan	\$10,000	Prepare List of active grant options. <b>Prop 218 Step</b>	Tech Ad-hoc Comte/ other ad-hoc Comte.	2019
g	Prepare Los Olivos Local Agency Management Plan (LAMP) (Includes Advanced Groundwater Protection Management Program (AGPMP))	Regulatory Coord.	\$18,000	Proposal Obtained from Paul Jenzen and David Brummond.	Tech Ad-hoc Comte or other ad-hoc committee	Authorize Work by November. 2019
h	Prepare Los Olivos Groundwater Monitoring Plan	Regulatory Coord.	\$25,000	Proposal From Consultant (or in-house?)	Tech Ad-hoc Comte or other ad-hoc committee	Authorize Work by November. 2019
i	Develop Refined Project Schedule	Schedule	Nom	MS Project Master Schedule	IGM, Tech. Ad-Hoc Comm	On-going