



POSTED 11-8-2019

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 13, 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 10-09-2019 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. See Attached.

8. BUSINESS ITEMS

- A. **Project Funding From the County EHS Department, including Senator Hannah-Beth Jackson set-aside funds for Los Olivos water quality improvement support. Discuss all correspondence and communications of EHS with Los Olivos CSD Directors and Staff. Direct next steps including next meeting with Mr. Larry Faye, with ideas on who should attend, when, what to discuss, how to work cooperatively with the County moving forward.**
- B. **Budget Update Report from the Finance Committee.**
- C. **Consider Committee recommendations, funding availability and Approve and Authorize of the following Contracts:**
 - a. **Proposal from Paul Jenzen's to Develop A Local Agency Management Program for the Los Olivos Community Services District. Specialty product, consider finding that sole source is in the best interest of the District. (Proposal Attached)**

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

- b. **Proposals for Grant Writing Services for the SRF Loan Program Application.** Three proposals received, consider Technical Committee's recommendation. (Proposals Attached)
- c. **Proposals for Benefit Assessment District Engineer's Report.** Three Firms solicited, two responded (Proposals Attached)

D. Benefit Assessment Process.

- 1. Review Following Schedule and take action as required to complete milestones:

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*
 - 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

E. 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):
 - All preliminary project tasks, and future project tasks including Environmental and planning tasks, funding tasks, project siting, phasing, analysis and design tasks.
 - 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.

F. Special Meeting Date & Time

- 1. If considered helpful or necessary, set an additional Special Meeting Date and Time. Possible considerations or Agenda Items include Approval of Contracts, work and Committee assignments and reports, project decisions.

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

- 1. 10-7-2019 Aleshire & Wynder (September Billings) \$3591.47
- 2. 11-4-2019 Aleshire & Wynder (October Billings) \$2291.00
- 3. 10-1-2019 MNS (August Billings) \$3,221.89
- 4. 10-1-2019 MNS (September Billings) \$2,585.39
- 5. CSDA Dues for FY 2019-20 \$1,024.00

9. Next Regular Meeting:

Wednesday, December 11, 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. 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 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, October 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

Meeting called to order at 6:05pm

2. ROLL CALL

Directors Fayram, Palmer, Kennedy, and Arme were presented. IGM Doug Pike and Legal Counsel Ross Trindle were also present. Director o'Neill arrived at 6:17pm.

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF MEETING MINUTES

a. Minutes of 9-11-2019 Regular Meeting

Action: Approve minutes for 9-11-19 meeting.

Motion: . Director Palmer **Second:** Director Arme

Vote: Motion passed 3-0 with Directors Fayram and Kennedy abstaining due to absence.

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.

Director Fayram – met with Mattei's engineers (also present were Director O'Neill and IGM Doug Pike) to discuss collaboration opportunities

Director Palmer – none

Director Arme – none

Director O'Neill – none

Director Kennedy – none

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.

Resident Kelly Gray expressed concern over costs on behalf of neighbors on fixed incomes.

7. INTERIM GENERAL MANAGER REPORT

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

Los Olivos Community Services District, P.O. Box 345, Los Olivos, CA 93441, (805) 946-0431

IGM Pike discussed the new Water Recycling Funding Program, the CSDA White Paper regarding laws governing special districts and the recent article reviewing how a CSD in San Bernardino County managed to cover the costs of their wastewater treatment system using a earmarks and other funding sources.

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*
 - 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

No action taken.

Discussion – Legal Counsel Ross Trindle provided futher explanation and advice to the Board of the milestones and activities the CSD should be planning for as part of the Prop 218 process. The Board discussed the process and Director Fayram recommended the Board hold a special meeting to provide further direction to IGM Pike.

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

Action: Approve and adopt Resolution 19-06 outlining Purchasing Policy.

Motion: . Director Palmer **Second:** Director Kennedy

Roll Call Vote

- Director Fayram – yes
- Director Palmer – yes
- Director O'Neill – yes
- Director Kennedy – yes
- Director Arme – yes

Discussion – Legal Counsel Ross Trindle noted future amendments can be made to the policy as needed. Director O'Neill requested a sample master services agreement.

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.

Action: Approve and adopt Resolution 19-07 establishing the process to select 2 directors for 2-year terms and 3 directors for 4-year terms..

Motion: . Director Kennedy **Second:** Director Palmer

Roll Call Vote

- Director Fayram – yes
- Director Palmer – yes
- Director O’Neill – yes
- Director Kennedy – yes
- Director Arme – yes

Discussion – lots were drawn and Directors Fayram and Kennedy received 2-year terms. Directors Palmer, O’Neill and Arme received 4-year terms. No member of the board attempted to assert power by grabbing a 4-year term.

- iv. The second item, Resolution 19-08 approves the selection process and establishes the staggered terms.

Action: Approve and adopt Resolution 19-08 approving the selection process and staggered terms.

Motion: . Director Palmer **Second:** Director Kennedy

Roll Call Vote

- Director Fayram – yes
- Director Palmer – yes
- Director O’Neill – yes
- Director Kennedy – yes
- Director Arme – yes

- 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 foul over extending or shortening anyone’s term.

Action: Approve and adopt Resolution 19-09 establishing the election dates for the newly approved staggered terms with minor edits.

Motion: . Director Palmer **Second:** Director Kennedy

Roll Call Vote

- Director Fayram – yes
- Director Palmer – yes
- Director O’Neill – yes
- Director Kennedy – yes
- Director Arme – yes

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.

Discussion – Director Fayram will try to organize a meeting with EHS regarding assistance with funding for the engineering report. It was recommended Director Kennedy attend along with IGM Pike. Director Palmer recommended the Board go on record with a letter to the Mattei’s project team stating the benefits of working with the CSD and advocating being part of the solution.

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.

Action: Approve Director Palmer as part of the Finance Committee in place of Director Arme.

Motion: . Director O’Neill **Second:** Director Arme

Vote: Motion passed 5-0

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

Action: Approve Finance Committee’s recommendation to pay invoices.

Motion: . Director Kennedy **Second:** Director Arme

Vote: Motion passed 5-0

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

Action: Adjourn meeting at 8:16pm.

Motion: . Director Palmer **Second:** Director Kennedy

Vote: Motion passed 5-0

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 losolivoscsd@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.

APPROVED

Tom Fayram, President

ATTEST

Julie Kennedy, Secretary

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



11-13-2019 IGM Notes

Informational Items

1. District now has RingCentral as its phone service. Main features of RingCentral are:
 - Voicemail and Greeting
 - Video Conferencing
 - Unlimited Business SMS
 - Toll-Free and Local Numbers
 - Online Meetings
 - Multi-level IVR
 - Mobile & Desktop Apps (iOS and Android)
 - Internet Fax
 - Extensions
 - Collaboration
 - Cloud PBX
 - Call Reports
 - Call Recording
 - Call Forwarding
 - Auto-Receptionist
 - Audio Conferencing
 - Third party Integrations (Google, Salesforce, etc)
2. County Bridgework notice (attached)

Correspondence

Funding Opportunity Communications:

1. IGM Pike met (via Phone) with Larry Faye, County of Santa Barbara. The meeting was very helpful and encouraging. The attached email was sent to memorialize the meeting and request confirmation in writing as to ability and desire to support the District's efforts with funding, including a request to know the budget that is available, and provide any requirements or processes the County would like to establish, in order for the District to access and leverage these fund for use in the project moving forward.

Professional Development Catalogue available at: https://higherlogicdownload.s3.amazonaws.com/CSDA/b24702e8-8a42-4614-8c45-bc3c3ba37ea2c/UploadedImages/PDFs/2019_Pro_Dev_Catalog_Web_Version.pdf

From: [Doug Pike](#)
To: [Fay, Lawrence](#)
Subject: County EHS Project Support to the Los Olivos CSD
Date: Friday, November 08, 2019 4:31:00 PM
Attachments: [LOCSO Project Description Final 8-14-19.pdf](#)
[Los Olivos WW Reclamation Work Plan 10-9-2019.pdf](#)
[Phase 1 Budget 10-7-2019.pdf](#)
[Schedule 4-8-2019.pdf](#)

Larry,

Thank you very much for your time this morning, the information you provided was very helpful.

Attached, as promised, is our Project Description, approved by resolution after 3 public workshops. As mentioned, the project will be phased, with treatment, collection system and effluent disposal system for the Commercial lots and potentially the small downtown lots. Attached also is a draft schedule, 3-month Work-Plan, and draft project budget.

As we also discussed, we have some immediate priority funding needs for a number of items which will include:

1. A Los Olivos specific Local Agency Management Plan (LAMP) for wastewater management
2. A Groundwater Monitoring Program (GWMP) Document
3. Grant Writing
4. Implementation funds for the installation of wells (Including the initial test well), and implementation of the GWMP
5. Preliminary plans suitable for the SEQA process and permitting
6. Special Assessment documents including the Engineers Report and Finance Plan as we prepare to vote benefit assessment for Phase 1 implementation

Please see the attached Phase 1 Budget for our current budgetary estimates for the up-front costs we anticipate.

It was encouraging to hear that there are set-aside funds for assistance to our new District in getting off the ground with some immediate needs. We are prepared, through our new purchasing policy and RFP solicitation process, to hire consultants for Grant Writing, preparation of the Local LAMP, preparation of a GWMP and preparation of an Engineers Report for the Benefit Assessment process.

It would be tremendously helpful to receive the financial assistance and support you mentioned. It would be tremendously helpful, actually essential, for EHS to provide some confirmation in writing as to ability and desire to support these efforts with funding. It would also be helpful to know the budget that is available, and provide any requirements you have or processes you would like to establish, in order for the District to access and leverage these fund for use in the project moving forward. A response letter or email addressing these issues would be gratefully received, and give us the confidence to continue forward with the same momentum we have developed to-date.

Again, Thank you so much for your on-going support of the District's goal to resolve our groundwater quality issues.

Regards,

Doug Pike, PE

Interim General Manager

Los Olivos CSD

PO BOX 345, LOS OLIVOS CA 93441

(805) 500-4098

MNS Engineers, Inc.

201 Industrial Way, Ste A / Buellton, CA 93427

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

dpik@mnsengineers.com

Fiscal Year 2019-20 Budget vs. Actual										
As of November 13, 2019					Actual Revenues Pending					
	FY 2018-19 Budget	FY 2018-19 Actual	FY 2019-20 Budget	FY 2019-20 Actual						
Source of Funds										
Beginning Balance	0.00	0.00	82,609.99	80,930.32						
Revenues										
3066 - Special Tax Assessment	195,500.00	184,386.00	184,386.00	184,386.00						
Miscellaneous Revenue	0.00	0.00	0.00	0.00						
Total Source of Funds	195,500.00	184,386.00	184,386.00	184,386.00						
Use of Funds										
Salaries & Employee Benefits										
6100 - Regular Salaries	50,000.00	0.00	0.00	0.00						
Total Salaries & Benefits	50,000.00	0.00	0.00	0.00						
Services & Supplies										
7090 - Insurance	3,500.00	1,783.79	1,850.00	2,209.66	Estimates a 5% max increase					
7324 - Audit & Accounting Fees	10,000.00	2,000.00	10,000.00	1,000.00	An audit will be required in 2019-20					
7430 - Memberships	3,000.00	1,196.00	3,000.00	0.00	SDRMA, CSDA, IRWMP					
7450 - Office Expense	3,000.00	120.00	2,000.00	264.78	Ring Central, Google Suite					
7460 - Professional & Special Services	4,000.00	35.00	65,000.00	4,000.00	Groundwater Management Report, Geo Technical Eng. Report					
7508 - Legal Fees	20,000.00	25,194.91	26,000.00	10,599.24	Based on previous year's activity and anticipated activity for 2019-20					
7510 - Contractual Services	24,000.00	74,568.88	72,000.00	22,673.25	Based on previous year's activity and anticipated activity for 2019-20					
7530 - Publications & Legal Notices	300.00	340.89	1,000.00	0.00	Anticipates additional noticing for Prop. 218					
7732 - Training	6,000.00		5,000.00	0.00	Based on anticipated activity					
7894 - Communication Services	0.00	898.30	1,500.00	0.00	Based on previous year's activity and anticipated activity for 2019-20					
Rent & Leases	0.00		0.00	0.00	Budgeted in 7510 - Contractual Services					
Total Services & Supplies	70,300.00	103,455.68	184,000.00	38,537.27						
Total Use of Funds	120,300.00	103,455.68	184,000.00	38,537.27						
Beginning Fund Balance	0.00	0.00	82,609.99	80,930.32						
Changes in Fund Balance	75,200.00	80,930.32	386.00	145,848.73						
Ending Fund Balance	75,200.00	80,930.32	82,995.99	64,918.41						

Date

Mr. Doug Pike

General Manager

Los Olivos Community Services District

Address

Dear Mr. Pike:

RE: Proposal to Develop A Local Agency Management Program for the Los Olivos Community Services District

Thank you for meeting with David Brummond and myself on July 16, 2019 to discuss the Los Olivos Community Services District's (District) interest in developing its own Local Agency Management Program (LAMP). Pursuant to that discussion, Coastal Onsite Design Services is pleased to submit the following proposal.

BACKGROUND

Los Olivos is an unincorporated community of approximately 1000 located in the Santa Ynez Valley north of the City of Santa Barbara. While water to the community is provided by the Santa Ynez River Water Conservation District (ID1), there is no there is no public sewer. Consequently, the residents utilize onsite wastewater treatment systems (OWTS) to treat and dispose wastewater.

Overall authority for the regulation of OWTS lies with the State Water Resources Control Board (SWRCB). As such, in 2012 the SWRCB adopted its Water Quality Control Policy for the Siting, Design, Operation and Maintenance of Onsite Wastewater Treatment Systems (Policy). The Policy became effective in 2013 and established a risk-based, tiered approach for the regulation of OWTS that includes minimum standards for new and replacement systems.

The Policy also allows for local agencies to develop Local Agency Management Programs (LAMP) that are alternative regulations customized to reflect jurisdiction specific conditions but are equally protective of water quality. The Central Coast Regional Water Quality Control Board approved Santa Barbara County's LAMP in November 2015 which then went in effect in January, 2016. The County's LAMP is extensive covering the siting, construction, repair, maintenance and destruction of OWTS in the unincorporated areas of the county.

The Los Olivos Community Services District was formed in April 13, 2018 primarily to address the wastewater treatment and disposal issues that exist in the township. Subsequently, the District is interested in developing a LAMP for its area of jurisdiction.

Proposal

The elements for a Local Agency Management Program are specified under Tier 2 of the Policy. Consequently, the LOCS D LAMP would contain the following elements:

Mr. Doug Pike
Date
Pg 2

- Minimum standards for the siting, design, construction, operation and maintenance of OWTS within the LOCSO. These standards may be different from those specified in Tier 1 of the Policy but they must be equally protective of water quality.
- Detail the maximum projected OWTS flows authorized by the LAMP as well as the types of systems that would be permitted under the program. These may include standard, supplemental treatment and alternative systems.
- The criteria and procedures for requesting a variance from specific standards or requirements.
- Certification/licensing requirements for companies and or individuals engaged in OWTS activities.
- The District's homeowner education program that explains how to operate and maintain their OWTS.
- The types of records that will be maintained by the district as well as the number and frequency of reports that will be provided to the Central Coast Water Board.
- The Water Quality Assessment Program to be implemented to track the effectiveness of the LAMP in protecting/improving water quality.

Staff and Hourly Rate

David Brummond will be assisting me with the development and writing of the Los Olivos Community Services District LAMP. Mr. Brummond and I are both Registered Environmental Health Specialists with more than 50 years of combined experience in Environmental Health. In addition we were co-authors of the Santa Barbara County LAMP and its implementing regulations. Our rate is \$160.00/hr. per person, and we estimate that approximately 120 staff hours will be required for this project.

Notice to Proceed

We anticipate that it will take 180 days to complete the project once we receive a Notice to Proceed.

Thank you for the opportunity to submit this proposal. Please call me at 805-310-7521 should you have any questions.

Sincerely,

Paul Jenzen
Coastal Onsite Design Services

TRANSMITTAL



WALLACE GROUP®

CIVIL AND
TRANSPORTATION
ENGINEERING

CONSTRUCTION
MANAGEMENT

LANDSCAPE
ARCHITECTURE

MECHANICAL
ENGINEERING

PLANNING

PUBLIC WORKS
ADMINISTRATION

SURVEYING /
GIS SOLUTIONS

WATER RESOURCES

Date: November 4, 2019

Project Number: PP19-6814-0915

To: Doug Pike
Los Olivos Community Service District
PO Box 345
Los Olivos, CA 93441

VIA Email

Phone: 805 500-4098

Fax:

Email: dpike@mnsengineers.com

From: Steven G. Tanaka, PE
Principal Civil Engineer
WALLACE GROUP
612 Clarion Court
San Luis Obispo, CA 93401

Phone: 805 544-4011

Fax: 805 544-4294

Email: stevent@wallacegroup.us

Subject: Proposal for SRF Loan Assistance

Please find attached our proposal for the above referenced project. If this proposal meets with your approval, please sign where indicated and return to our office, **to the attention of Kylie Castle (kyliec@wallacegroup.us), Marketing Coordinator**, which will serve as our notice-to-proceed on your project.

Please call me if you have any questions at 805 544-4011.

Thank you.

ATTACHMENT

PP19-6814

Exhibit A

Exhibit B

WALLACE GROUP
A California Corporation

612 CLARION CT
SAN LUIS OBISPO
CALIFORNIA 93401

T 805 544-4011

F 805 544-4294

www.wallacegroup.us

November 4, 2019

Board of Directors
Los Olivos CSD
PO Box 345
Los Olivos, California 93441

Subject: Los Olivos Community Services District - SRF Loan Application Assistance

Dear Board of Directors:

Thank you for the opportunity to provide you with our statement of qualifications for SRF Loan Application Assistance for the Los Olivos Community Services District (District).

Wallace Group, a California Corporation, was established in 1984 as an engineering and planning firm focused on consulting services for municipal and special district Clients on the Central Coast. We are proud of providing 35 years of superior service to our many Central Coast public agency Clients.

Today the company includes services in Civil and Transportation Engineering, Water Resources, Surveying/GIS Solutions, Construction Management, Landscape Architecture, Mechanical Engineering, Planning and Public Works Administration in three offices: San Luis Obispo, Santa Barbara, and Salinas.

Wallace Group is a cohesive team of over 60 professionals that work diligently to deliver high quality services and first-rate projects. Our company reputation is built on the values of honesty, integrity, fairness, and reliability, and based on our technical expertise and service to each Client. Our objective has always been, and always will be, to establish exceptional working relationships with our Clients and project stakeholders.

We have successfully teamed with Cities, Counties, communities, and special districts throughout the Central Coast and beyond to deliver public agency projects, and assist Clients with a variety of water/wastewater design services, and project grant and loan assistance. We have worked extensively with the State Water Resources Control Board for a variety of grant and loan applications for our clients. I am currently working with the Tres Pinos CWD (San Benito County) on an SRF construction grant to fund their new wastewater treatment plant upgrade, and was responsible for preparation of the full Application (including General, Technical, Environmental, Financial Application Components). I have also worked with a number of other clients on SRF grant and loan projects over many years, including for Goleta Water District/Sanitary District, City of Pismo Beach, San Simeon CSD, South San Luis Obispo County Sanitation District, and others. I also recently worked with the West Kern Water District in preparing a Recycled Water Feasibility Study, and provided administrative services on behalf of the District for grant reimbursement of the \$75,000 grant. The study was completed in accordance with the guidelines for SRF grant reimbursement and requirements of the Grant Agreement. I have also worked with Clients on a number of other projects with public funding programs including Community Development Block Grant (CDBG), USDA Rural Utilities Service, Department of Water Resources, and State I-Bank.

As noted previously, Wallace Group is a diverse engineering company that can also provide support to Los Olivos CSD for technical, financial and other professional wastewater services. Our Water Resources Department has expertise in all aspects of water/wastewater engineering and administrative support, including grant and loan assistance.



CIVIL AND
TRANSPORTATION
ENGINEERING

CONSTRUCTION
MANAGEMENT

LANDSCAPE
ARCHITECTURE

MECHANICAL
ENGINEERING

PLANNING

PUBLIC WORKS
ADMINISTRATION

SURVEYING /
GIS SOLUTIONS

WATER RESOURCES

WALLACE GROUP
A California Corporation

612 CLARION CT
SAN LUIS OBISPO
CALIFORNIA 93401

T 805 544-4011
F 805 544-4294

www.wallacegroup.us



We understand the District will be seeking low interest loans and grant opportunities to fund much needed wastewater improvements (on site wastewater treatment system, or OWTS) in the Los Olivos service area. Wallace Group will work closely with the District to prepare, coordinate and submit the SRF Funding application for the District's wastewater project. We understand that the District has prepared the majority of attachments and documents needed to submit the Application. Wallace Group will work closely with District staff to ensure the application is complete and meets funding agency requirements.

REFERENCES

- Ms. Mary Anne Hughes, Director, Tres Pinos Water District, 6850 Airline Highway, Tres Pinos, CA 95075, Telephone (831) 902-0025, email trespinoscwd@razzolink.com.
- Mr. Harry Starkey, General Manager, West Kern Water District, 800 Kern Street, Taft, CA 93238, Phone (661) 765-4258, email harry@wkwd.org.

SCOPE OF SERVICES

Wallace Group will provide the following services:

Task 1. SRF Loan Application Assistance

- Review project documents, and coordinate required documents and attachments necessary for a complete SRF financial application.
- Work closely with District staff to verify all Application requirements are complete.
- Teleconference with District staff as needed to coordinate the FFAST Application.
- Submit the Application via the on-line State FFAST application system.
- Other assistance as requested.

Task 2. Optional Fiscal Sustainability Plan

As an optional/additional service, if required by the Grantor and desired by the District, Wallace Group can assist the District with preparing a Fiscal Sustainability Plan for the District, for maintenance, repair, replacement and upgrade of the District's OWTS asset, over a 20-year planning period.

SCHEDULE

Understanding that the District has prepared all of the documents needed for the Application, Wallace Group proposes to submit the Application within 14 calendar days of receiving all of the necessary information for the Application.

PROJECT COST ESTIMATE

Wallace Group proposes to provide the services for Task 1 on a time-and-materials basis, for an estimated fee of \$3,500 to \$5,000. Our initial estimate of labor is 16 hours for the preparation of the four major Application components described in Task 1.

For Optional Task 2, we suggested that the District budget \$5,000 for the preparation of the FSP.

TERMS AND CONDITIONS

In order to convey a clear understanding of the matters related to our mutual responsibilities regarding this proposal, the attached Standard Terms and Conditions (Exhibit A) are considered a part of our proposal agreement. If this proposal meets with your approval, please sign where indicated and return to our office, which will serve as our notice-to-proceed. Wallace Group's current rate schedule is included as Exhibit B.



We want to thank you for this opportunity to present our statement of qualifications for engineering services. If you would like to discuss our qualifications in greater detail, please feel free to contact me.

Sincerely,

WALLACE GROUP, a California Corporation **TERMS AND CONDITIONS ACCEPTED:**

A handwritten signature in blue ink that reads "Steven G. Tanaka".

Steven G. Tanaka, PE C49779
Principal Civil Engineer
612 Clarion Court
San Luis Obispo
California 93401
T 805 544-4011
F 805 544-4294
www.wallacegroup.us

Signature

Printed Name

Title

Date

Attachments
kc: PP19-6814, 2019, std
Exhibit A - Terms and Conditions
Exhibit B - 2019 Rate Schedule

THIS PROPOSAL IS VALID FOR 60 DAYS FROM THE DATE OF THIS DOCUMENT.

Exhibit A
Standard Terms and Conditions
Wallace Group Proposal No. PP19-6814
Contract Agreement Date: November 4, 2019

CLIENT: LOS OLIVOS COMMUNITY SERVICE DISTRICT
PO Box 345, Los Olivos, California 93441

CONSULTANT: WALLACE GROUP, A CALIFORNIA CORPORATION
612 Clarion Court, San Luis Obispo, California 93401

CLIENT and CONSULTANT agree that these Standard Terms and Conditions, comprised of pages 1 through 6, and the associated written Scope of Services and budget constitute the entire Agreement between the CLIENT and the CONSULTANT. It supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the CLIENT and the CONSULTANT.

ARTICLE 1. GENERAL PROVISIONS

1.1 Preamble

This Agreement is based upon a mutual obligation of good faith and fair dealing between the parties in its performance and enforcement. Accordingly, the CLIENT and the CONSULTANT, with a positive commitment to honesty and integrity, agree to the following:

That each will function within the laws and statutes that apply to its duties and responsibilities; that each will assist in the other's performance; that each will avoid hindering the other's performance; that each will work diligently to fulfill its obligations; and each will cooperate in the common endeavor of the contract.

1.2 Governing Law and Jurisdiction

The CLIENT and the CONSULTANT agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of California. It is further agreed that any legal action between the CLIENT and the CONSULTANT arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in San Luis Obispo, California.

1.3 Precedence of Conditions

Should any conflict exist between the terms herein and the form of any purchase order or confirmation issued, the Terms and Conditions herein shall prevail in the absence of CONSULTANT'S express written consent of others conditions.

1.4 Standard of Care

In providing services under this Agreement, the CONSULTANT will endeavor to perform said services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

1.5 Corporate Protection

It is intended by the parties to this Agreement that the CONSULTANT'S services in connection with the Project shall not subject the CONSULTANT'S individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the CLIENT agrees that as the CLIENT'S sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the CONSULTANT, a California corporation, and not against any of the CONSULTANT'S individual employees, officers or directors.

1.6 Confidentiality

The CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than the CONSULTANT'S employees, Subconsultants and the general Contractor and Subcontractors, if appropriate, any data or information not previously known to and generated by the CONSULTANT or furnished to the CONSULTANT and marked CONFIDENTIAL by the CLIENT. These provisions shall not apply to information in whatever form that is in the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other legitimate authority, or if disclosure is reasonably necessary for the CONSULTANT to defend itself from any legal action or claim.

1.7 Third-Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other party or entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and CONSULTANT agree to require a similar provision in all contracts with Contractors, Subcontractors, Subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

1.8 Timeliness of Performance

The CLIENT and CONSULTANT are aware that many factors outside the CONSULTANT'S control may affect the CONSULTANT'S ability to complete the services to be provided under this Agreement. The CONSULTANT will perform these services with reasonable diligence and expediency consistent with sound professional practices.

1.9 Severability

Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

1.10 Survival

Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

1.11 Statutes of Repose and Limitation

All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completion. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date the CONSULTANT'S services are completed or terminated.

1.12 Defects in Service

The CLIENT shall promptly report to the CONSULTANT any defects or suspected defects in the CONSULTANT'S services of which the CLIENT becomes aware, so that the CONSULTANT may take measures to minimize the consequences of such a defect. The CLIENT further agrees to impose a similar notification requirement on all Contractors in its CLIENT/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the CLIENT and the CLIENT'S Contractors or Subcontractors to notify the CONSULTANT shall relieve the CONSULTANT of the costs or remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

1.13 Jobsite Safety

Neither the professional activities of the CONSULTANT, nor the presence of the CONSULTANT or its employees or Subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, constructions means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with contract documents and any health or safety precautions required by any regulatory agencies. The CONSULTANT and its personnel have no authority to exercise any control over any construction Contractor or its employees in connection with their work or any health or safety programs or procedures. The CLIENT agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT'S contract with the General Contractor. The CLIENT also agrees that the CLIENT, the CONSULTANT and the CONSULTANT'S Subconsultants shall be indemnified by the General Contractor and shall be made additional insured under the General Contractor's policies of general liability insurance.

1.14 Assignment: Subcontracting

Neither CLIENT nor CONSULTANT shall assign its interest in this agreement without the written consent of the other. CONSULTANT may not subcontract any portion of the work to be performed hereunder without such consent.

1.15 Force Majeure

Any delay or default in the performance of any obligation of CONSULTANT under this agreement resulting from any cause(s) beyond CONSULTANT'S reasonable control shall not be deemed a breach of this agreement. The occurrence of any such event shall suspend the obligations of CONSULTANT as long as performance is delayed or prevented thereby, and the fees due hereunder shall be equitably adjusted.

1.16 Disputes

(a) Notwithstanding any other provision of this Agreement and except for the provisions of (b) and (c), if a dispute arises regarding CONSULTANT'S fees pursuant to this contract, and if the fee dispute cannot be settled by discussions between CLIENT and CONSULTANT, both the CLIENT and CONSULTANT agree to attempt to settle the fee dispute by mediation through the American Arbitration Association (or other mediation service) before recourse to arbitration. If mediation does not resolve the fee dispute, such dispute shall be settled by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

(b) Subdivision (a) does not preclude or limit CONSULTANT'S right to elect to file an action for collection of fees if the amount in dispute is within the jurisdiction of the small claims court.

(c) Subdivision (a) does not preclude or limit CONSULTANT'S right to elect to perfect or enforce applicable mechanics lien remedies.

1.17 Attorneys' Fees

In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation.

1.18 Services by CLIENT

CLIENT shall pay all other charges not specifically covered by the terms of this agreement, unless specifically included in the Scope of Services. The CLIENT shall furnish, at the CLIENT'S expense, all information required by this Agreement. The CONSULTANT may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

1.19 Retention

If any portion of CONSULTANT'S fee is held in retention, such amount shall be released within thirty days after invoicing for completion of corresponding services. Interest shall be paid at the rate of 1.5% per month on any retention amounts not paid within this thirty-day period.

ARTICLE 2. DEFINITIONS

2.1 Burdened Labor Costs

Burdened labor costs shown on the Standard Billing Rates include payroll taxes, worker's compensation insurance, and other overhead costs applicable to the typical standard of care.

2.2 Direct Expenses

Expenditures made by the CONSULTANT, its employees or its Subconsultants in the interest of the Project. Applicable reimbursable direct expenses are defined on the Standard Billing Rates.

ARTICLE 3. COMPENSATION

3.1 Payment Due

Invoices shall be submitted by the CONSULTANT monthly, are due upon presentation and shall be considered past due if not paid in full within thirty (30) days of the invoice date.

3.2 Interest

If payment in full is not received by the CONSULTANT within thirty (30) calendar days of the invoice date, the invoices shall bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the past due amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

3.3 Collection Costs

If the CLIENT fails to make payments when due and the CONSULTANT incurs any costs in order to collect overdue sums from the CLIENT, the CLIENT agrees that all such collection costs incurred shall immediately become due and payable to the CONSULTANT. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable CONSULTANT staff costs at Standard Billing Rates for the CONSULTANT'S time spent in efforts to collect. This obligation of the CLIENT to pay the CONSULTANT'S collection costs shall survive the term of this Agreement or any earlier termination by either party.

3.4 Termination or Suspension of Services

This agreement may be terminated or suspended by either party effective seven (7) days from the date of written notice, or if the CLIENT suspends the work for three (3) months. Upon receipt of a notice of termination or suspension, CONSULTANT will stop or suspend its work and provide same direction for the work of all its Subcontractors and suppliers. Failure of CLIENT to make payments when due shall be cause for suspension of services or ultimately, termination, unless and until CONSULTANT has been paid in full all amounts due for services, expenses and other approved related charges. CONSULTANT shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension or termination caused by any breach of this Agreement by the CLIENT. Upon payment-in-full by the CLIENT, CONSULTANT shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any reasonable time and expense necessary for the CONSULTANT to resume performance.

3.5 Retention Discounts

Payment of invoices shall not be subject to any discounts or retention by the CLIENT, unless agreed to in writing by the CONSULTANT. Payment to the CONSULTANT for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

3.6 Satisfaction with Services

Payment of any invoice by the CLIENT to the CONSULTANT shall be taken to mean that the CLIENT is satisfied with the CONSULTANT'S services to the date of payment and is not aware of any deficiencies in those services.

3.7 Disputed Invoices

If the CLIENT objects to any portion of any invoice, the CLIENT shall so notify the CONSULTANT in writing within ten (10) days of receipt of the invoice. The CLIENT shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within thirty (30) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within forty-five (45) calendar days in

accordance with the Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the CLIENT on all disputed invoice amounts that are subsequently resolved in the CONSULTANT'S favor and shall be calculated on the unpaid balance from the invoice date.

3.8 Payments to the CONSULTANT

Payments to the CONSULTANT shall not be withheld, postponed or made contingent on the construction, completion or success of the project or upon receipt by the CLIENT of offsetting reimbursement or credit from other parties who may have caused additional services or expenses. No withholdings, deductions or offsets shall be made from the CONSULTANT'S compensation for any reason unless the CONSULTANT has been found to be legally liable for such amounts.

3.9 Advance Payment: Withholding Work Product

CONSULTANT reserves the right to require payment in advance for work estimated to be done during a given billing period. CONSULTANT, without any liability to CLIENT, reserves the right to withhold any services and work products herein contemplated pending payment of CLIENT'S outstanding indebtedness or advance payment as required by CONSULTANT. Where work is performed on a reimbursable basis, budget may be increased by amendment to complete the Scope of Services. CONSULTANT is not obligated to provide services in excess of the authorized budget.

ARTICLE 4. SERVICES, ADDITIONAL SERVICES, AND AMENDMENTS

4.1 Definitions

Services and work products not expressly included with those specified in this agreement, as determined by CONSULTANT, are not covered by this agreement. Such services and work products will be provided only upon compliance with the procedures set forth in Article 4.5 of this Agreement.

4.2 Services During Construction

Any construction inspection or testing provided by CONSULTANT is for the purpose of determining the Contractor's compliance with the functional provisions of the project specifications only. CONSULTANT in no way guarantees or insures Contractor's work nor assumes responsibility for methods or appliances used by the Contractor for job site safety or for Contractor's compliance with laws and regulations. CLIENT agrees that in accordance with generally accepted construction practices the construction Contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project including safety of all persons and property and that this responsibility shall be continuous and not be limited to normal working hours.

4.3 Soil Testing

CONSULTANT makes no representations concerning soil conditions, and is not responsible for any liability that may arise out of the making or failure to make soil surveys, or sub-surface soil tests, or general soil testing. It is the CLIENT'S responsibility to obtain a soils report upon which report CONSULTANT can rely.

4.4 Opinion of Probable Construction Costs

In providing opinions of probable construction cost, the CLIENT understands that the CONSULTANT has no control over cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the CONSULTANT'S opinions of probable construction costs are made on the basis of the CONSULTANT'S professional judgment and experience. CONSULTANT makes no warranty, express or implied, that bids or negotiated cost of the Work will not vary from the CONSULTANT'S opinion of probable construction cost.

4.5 Additional Services

Additional services or work products requiring an adjustment of CONSULTANT'S original estimated budget or fixed fee will be provided at CLIENT'S request upon execution of a written amendment to this agreement expressly referring to the same and signed by both parties.

ARTICLE 5. TERMINATION OF AGREEMENT

5.1 Due to Default

This agreement may be terminated by either party upon seven (7) days written notice should the other party fail to substantially perform in accordance with this agreement through no fault of the party initiating the termination.

5.2 Without Cause

This agreement may be terminated by CLIENT upon at least fourteen (14) days written notice to CONSULTANT in the event that the project is abandoned.

5.3 Termination Adjustment: Payment

If this agreement is terminated through no fault of the CONSULTANT, CONSULTANT shall be paid for services performed and costs incurred to the termination notice date, including reimbursable expenses due, plus an additional amount not to exceed ten percent (10%) of charges incurred to the termination notice date to cover services to orderly close the work and prepare project files and documentation, plus any additional direct expenses incurred by CONSULTANT including but limited to cancellation fees or charges. CONSULTANT will use reasonable efforts to minimize such additional charges.

ARTICLE 6. LIMITATION OF LIABILITY: WAIVER: WARRANTY

6.1 Limitation of Liability

In recognition of the relative risks and benefits of the project to both the CLIENT and the CONSULTANT, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the CONSULTANT to the CLIENT for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the CONSULTANT to the CLIENT shall not exceed \$50,000.00, or the CONSULTANT'S total fee for services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

6.2 Contractor and Subcontractor Claims

The CLIENT further agrees, to the fullest extent permitted by law, to limit the liability of the CONSULTANT and the CONSULTANT'S officers, directors, partners, employees and Subconsultants to all construction Contractors and Subcontractors on the Project for any and all claims, losses, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the CONSULTANT and the CONSULTANT'S Subconsultants to all those named shall not exceed \$50,000.00, or the CONSULTANT'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

6.3 Warranty

CONSULTANT makes no warranty, either express or implied, as to CONSULTANT'S findings, recommendations, specifications, or professional advice, except that the work was performed pursuant to generally accepted standards of practice in effect at the time of performance.

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the CONSULTANT are revealed, to the extent that they affect the Scope of Services, compensation, schedule, allocation of risks or other material terms of this Agreement, the CONSULTANT may call for renegotiation of appropriate portions of this Agreement. The CONSULTANT shall notify the CLIENT of the changed conditions necessitating renegotiation, and the CONSULTANT and the CLIENT shall promptly and in good faith enter into renegotiations of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination Provision hereof.

If the Scope of Services pursuant to this agreement does not include on-site construction review, construction management, or other construction supervision for this project, or if subsequent to this agreement CLIENT retains other persons or entities to provide such services, CLIENT acknowledges that such services will be performed by others and CLIENT will defend, indemnify and hold CONSULTANT harmless from any and all claims arising from or resulting from the performance of such services by other persons or entities except claims caused by the sole negligence or willful misconduct of CONSULTANT; and from any and all claims arising from or resulting from clarifications, adjustments, modifications, discrepancies or other changes necessary to reflect changed field or other conditions, except claims caused by the sole negligence or willful misconduct of CONSULTANT.

6.4 Interpretation

Limitations on liability, waivers and indemnities in this Agreement are business understandings between the parties and shall apply to all legal theories of recovery, including breach of contract or warranty, breach of fiduciary responsibility, tort (including negligence), strict or statutory liability, or any other cause of action, provided that these limitations on liability, waivers and indemnities will not apply to any losses or damages that may be found by a trier of fact to have been caused by the CONSULTANT'S sole or gross negligence or the CONSULTANT'S willful misconduct. The parties also agree that the CLIENT will not seek damages in excess of the contractually agreed-upon limitations directly or indirectly through suites against other parties who may join the CONSULTANT as a third-party defendant. "Parties" means the CLIENT and the CONSULTANT, and their officers, directors, partners, employees, Subcontractors and Subconsultants.

6.5 Delays

The CLIENT agrees that the CONSULTANT is not responsible for damages arising directly or indirectly from any delays for causes beyond the CONSULTANT'S control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in a timely manner; failure of performance by the CLIENT of the CLIENT'S Contractors or CONSULTANT'S; or discovery of any hazardous substances or differing site conditions.

ARTICLE 7. HAZARDOUS WASTE MATERIALS

7.1 Liability

CONSULTANT hereby states and CLIENT hereby acknowledges that CONSULTANT has no professional liability insurance for claims arising out of the performance of or failure to perform professional services, including, but not limited to the preparation of reports, designs, drawings and specifications, related to the investigation, detection, abatement, replacement, use or specification, or removal of products, materials or processes containing substances including, but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as

would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Accordingly, the CLIENT hereby agrees to bring no claim for negligence, breach of contract indemnity or otherwise against the CONSULTANT, its principals, employees, and agents if such claim, in any way, would involve the CONSULTANT'S services for the investigation, detection, abatement, replacement, use or specification, or removal of products, materials or processes containing asbestos, asbestos cement pipe, and/or hazardous waste materials. CLIENT further agrees to defend, indemnify and hold harmless CONSULTANT, its officers, directors, principals, employees and agents from any asbestos and/or hazardous waste material related claims that may be brought by third parties as a result of the services provided by the CONSULTANT pursuant to this agreement except claims caused by the sole negligence or willful misconduct of the CONSULTANT.

ARTICLE 8. OWNERSHIP AND REUSE OF DOCUMENTS

8.1 CONSULTANT Ownership

All original papers, documents, drawings, electronic media and other work product of CONSULTANT, and copies thereof, produced by CONSULTANT pursuant to this agreement shall remain the property of CONSULTANT and may be used by CONSULTANT without the consent of CLIENT. Upon request and payment of the costs involved, CLIENT is entitled to a copy of all papers, documents and drawings provided CLIENT'S account is paid current.

8.2 Document Reuse

In the event the CLIENT, the CLIENT'S Contractors or Subcontractors, or anyone for whom the CLIENT is legally liable makes or permits to be made any changes to any reports, plans specifications or other construction documents prepared by the CONSULTANT without obtaining the CONSULTANT'S prior written consent, the CLIENT shall assume full responsibility for the results of such changes. Therefore the CLIENT agrees to waive any claim against the CONSULTANT and to release the CONSULTANT from any liability arising directly or indirectly from such changes. In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes. In addition, the CLIENT agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any Subcontractors of any tier from making any changes or modifications to the CONSULTANT'S construction documents without the prior written approval of the CONSULTANT and further requires the Contractor to indemnify both the CONSULTANT and the CLIENT from any liability or cost arising from such changes made without proper authorization.

8.3 Electronic Media Alteration and Reuse

Because CADD information stored in electronic form can be modified by other parties, intentionally or otherwise, without notice or indication of said modifications, CONSULTANT reserves the right to remove all indicia of its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by CONSULTANT in CADD form only for information and use by CLIENT for the specific purpose for which CONSULTANT was engaged. Said materials shall not be used by CLIENT, or transferred to any other party, for use in other projects, additions to the current project, or any other purpose for which the material was not strictly intended by CONSULTANT without CONSULTANT'S express written permission. Unauthorized modification or reuse of the materials shall be at CLIENT'S sole risk, and CLIENT agrees to defend, indemnify, and hold CONSULTANT harmless, from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the unauthorized modification or use of these materials.

Exhibit B
Standard Billing Rates



Prevailing Wage*

Engineering, Design & Support Services:

Assistant Designer/Technician	\$ 90
Designer/Technician I - IV	\$ 95 - \$125
Senior Designer I - III	\$138 - \$148
GIS Technical Specialist	\$135
Senior GIS Technical Specialist	\$145
Associate Engineer I - III	\$ 115 - \$135
Engineer I - IV	\$145 - \$160
Senior Engineer I - III	\$170 - \$180
Director	\$185
Principal Engineer/Consulting Engineer	\$215
Principal	\$230

Surveying Services:

Associate Survey Technician	\$ 95	
One-Person Survey Crew	\$160	\$195
Two-Person Survey Crew	\$215	\$290
Three-Person Survey Crew	\$275	\$370
Survey Technician I - IV	\$115 - \$139	
Land Surveyor I - III	\$145 - \$155	
Senior Land Surveyor I - III	\$160 - \$170	
Director	\$185	

Planning Services:

Associate Planner I - II	\$ 95 - \$105
Planner I - IV	\$128 - \$152
Senior Planner I - III	\$155 - \$165
Director	\$175

Landscape Architecture Services:

Associate Landscape Designer I - II	\$ 90 - \$100
Designer I - IV	\$110 - \$128
Landscape Architect I - IV	\$130 - \$145
Senior Landscape Architect I - III	\$147 - \$161
Director	\$165

Construction Management / Field Inspection Services:

Construction Office Tech I-III	\$ 95 - \$115	
Construction Inspector I - II	\$120 - \$135	\$155 - 160
Senior Construction Inspector	\$145	\$165
Assistant Resident Engineer I - II	\$140 - \$145	
Resident Engineer I - III	\$150 - \$160	
Senior Resident Engineer	\$170	
Director	\$180	

Public Works Administration Services:

Project Analyst I - IV	\$110 - \$140
Senior Project Analyst I - III	\$145 - \$155
Senior Environmental Compliance Specialist I - III.....	\$160 - \$170

Support Services:

Office Assistant	\$ 85
Project Assistant I - III	\$ 90 - \$100

Additional Professional Services:

Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of \$300 an hour. As authorized in advance by the Client, overtime on a project will be billed at 1.5 times the employee's typical hourly rate.

Direct Expenses:

Direct expenses will be invoiced to the client and a handling charge of 15% may be added. Sample direct expenses include, but are not limited to the following:

- travel expenses
- delivery/copy services
- sub-consultant services
- mileage (per IRS rates)
- agency fees
- other direct expenses

Invoicing and Interest Charges:

Invoices are submitted monthly on an accrued cost basis in accordance with this Fee Schedule. A finance charge of 1.5% per month may be assessed on all balances that are thirty days past due.

Right to Revisions:

Wallace Group reserves the right to revise this Schedule of Fees on an annual basis, personnel classifications may be added as necessary.

***Prevailing Wage:**

State established prevailing wage rates may apply to some services and those rates are subject to change.

Steve is a Principal Civil Engineer with extensive public and private sector experience in municipal water and wastewater design, recycled water and wastewater systems master planning, studies, design, and project management. He directs project design, supervises team staff, prepares reports, and serves as a Client liaison to ensure project and Client objectives are met. Having worked for the Regional Water Quality Control Board, Steve is particularly knowledgeable of applicable regulatory requirements and compliance issues.

Since 1985 his project experience has included a wide range of small to large-scale projects for private and public Clients pertaining to water distribution systems, wastewater treatment and collection systems, as well as wastewater, recycled water, and water master planning. He has managed projects from startup, design technical reports, design engineering through to construction support. Throughout Steve's career, he has been involved in funding activities associated with administering grants and loans for Projects.

REPRESENTATIVE PROJECTS

West Kern Water District Recycled Water Feasibility Study, Kern County/Taft, CA (2017)

Prepared a recycled water feasibility study under a State Revolving Fund (SRF) Grant. The study involved developing a technical report to assess the feasibility of providing tertiary recycled water to various large turf areas in the Taft area of Kern County. Steve conducted a recycled water market analysis, evaluated recycled water quality, recycled water supply and demands, storage and pumping requirements, distribution piping, and developed alternatives for providing tertiary 2.2 recycled water to serve the various potential customers through the study area.

Tres Pinos County Water District, San Benito County, CA (2013 to present)

Project Manager/Engineer for development of a Long Term Wastewater Management Plan (LTWMP) mandated by the Regional Water Quality Control Board. Steve is assisting this small disadvantaged community seek and secure grant funding, and is preparing technical reports in support of the LTWMP required by the Regional Board. This small community has little resources with which to implement such projects, and Steve has been instrumental in helping the District take gradual steps toward compliance. The Phase I LTWMP was prepared in 2013, focusing on options for consolidating wastewater service with Sunnyslope CSD and/or City of Hollister. Steve assisted the District with securing State Board grant funds (State Revolving Fund) for the Phase II LTWMP (Project Report) in conformance with State Board funding requirements. The State Board FFAST Application has been completed, and is preparing to move into the construction phase. Steve also prepared the Financial Sustainability Plan for the District's proposed wastewater facilities.



EDUCATION

MS, Civil Engineering, California State University, Long Beach, CA

BS, Civil Engineering, California State University, Fresno, CA

REGISTRATION

California Registered Civil Engineer, Number 49779

Arizona Registered Civil Engineer, Number 31526

AFFILIATION

American Society of Civil Engineers (ASCE), 2016/17 President, San Luis Obispo Branch

WaterReuse Association

Engineers Without Borders

Construction Specifications Institute (CSI)

2015 Outstanding ASCE Branch Officer, San Luis Obispo Branch



Water and Wastewater Master Plans, City of Greenfield (2016)

Served as Project Manager in the development of water and wastewater master plans for the City of Greenfield. The City had not done comprehensive master planning in past years, and these master plans were prepared to support a 10-Year capital improvement program (CIP) and rate study. We projected growth and water system demands; detailed hydraulic modeling and model calibration; analysis of well water supply reliability and quality, water storage requirements, distribution system functionality; and other considerations to serve the City's needs for a 20-year planning horizon. We analyzed the City's sewer collection system and developed a hydraulic model of the major "backbone" trunk sewers, and evaluated the City's six lift stations. We also updated the 2013 wastewater treatment plant study prepared earlier by Wallace Group, and recommended improvements to the City's WWTP. In 2014, we also assisted the City with re-classification of the WWTP with State Board, and developed standard operating procedures related to staffing requirements at the Plant. The work was funded by Community Development Block Grant Funds.

16th Street Sewer Upgrade, San Miguel, CA

District Engineer/Design Engineer for the upgrade of an aging 12" gravity sewer crossing beneath the UPRR railroad right of way. Steve was instrumental in securing CDBG block grant funds to fund the entire project. The design included a bore and jack crossing beneath the railroad, requiring UPRR approval. The existing 12" ductile iron gravity sewer was in very poor condition and was replaced with a 16" HDPE gravity sewer. Construction was completed September 2014. Steve worked closely with the District and County staff to provide the required CDBG documentation required for full disbursement of grant funds to the District.

Water Recycling Feasibility Studies, San Simeon Community Services District and South San Luis Obispo County Sanitation District, CA

Prepared planning studies for recycled water and market assessment for these districts and prepared studies in accordance with the State Revolving Fund grant program.

Water Main Replacements, City of Grover Beach, CA (2016)

In 2016, the City of Grover Beach was awarded Community Development Block Grant (CDBG) monies to upgrade 12 under-sized pipeline segments throughout the City, totaling 8,000 linear feet. The Project included design considerations to minimize traffic impacts, strategize design to minimize complexity of cut-overs to the new water service, water service replacements, preparing detailed inventory of condition of all service water meter boxes for consideration by City staff for replacement, developing traffic control plans, preparing special provisions and technical specifications to address pipeline materials, Contractor coordination and notification requirements, and overall project requirements for the water main replacements. Wallace Group developed tie-in details for each of the 12 pipeline locations. The project is currently under construction, with a September 2016 construction end date. Wallace Group is providing construction management services through the construction period.



Drought Emergency Water Supply Project, Heritage Ranch CSD
As District Engineer, Steve was instrumental in assisting the District with securing \$150,000 in Integrated Regional Water Management (IRWM) Department of Water Resources (DWR) State grant funding to implement an urgent auxiliary water supply project during this current epic California Drought. Without the Project, the District and its 3,500 customers would be without a water supply should Lake levels drop low enough to stop Dam releases. The Project includes a turn-out from the Nacimiento Raw Water Pipeline, downstream of Lake Nacimiento Dam, metering vault, raw water pipeline extending from the turnout to the District's raw water pumping station on the south side of Nacimiento River. This required a directional drilling design to accommodate this River crossing. The turnout has been constructed, and the pipeline will be constructed this Fall 2015.

Priority 1 Capital Improvement Program, Los Osos Community Services District, Los Osos, CA
Overall Program Manager for the implementation of the \$5 million low-interest loan and capital improvement program for the District's Priority 1 capital improvements to their existing water system. The priority 1 projects were defined as part of the water master plan also prepared by Wallace Group. Funds were secured through the California Infrastructure and Economic Development Bank (CIEDB) funds. The program entails approximately 10 defined water system projects, identified as Priority 1 projects needed to correct existing health and water service deficiencies in the existing water supply and distribution system.

Water Well Replacement, San Miguel Community Services District, San Miguel, CA
Project Manager for coordinating siting study and feasibility of developing new potable water well, to add reliability and enhance water quality for the San Miguel CSD water system. Design and permitting of well head facilities, including pumps, piping and controls for 300-gpm potable water well. Steve assisted the District throughout the project to satisfy all administrative requirements for this project that was funded through Community Development Block Grant (CDBG) funds.



Nilsen and Associates

November 8, 2019

Mr. Doug Pike
MNS Engineers, Inc.
201 N. Calle Cesar Chavez, Suite 300
Santa Barbara, CA. 93103

Sent via email.

Dear Doug –

Nilsen & Associates (NA) appreciates the opportunity to provide the attached proposal to MNS Engineers, Inc. on behalf of the *Los Olivos Community Services District Wastewater Program Project*. NA's experience working to bring new districts and mutual water systems on-line is detailed in the attached proposal.

Nilsen & Associates strive to deliver expert services to small water and wastewater systems and look forward to the opportunity to assist Los Olivios Community Services District with their wastewater needs.

Thank you,

Karen Nilsen
Principal
Nilsen and Associates



Nilsen & Associates

**Los Olivos Community
Services District
Wastewater Program
Project**



Professional Consulting Services

- ▶ Project management services to advance the Los Olivos Community Services District Wastewater Reclamation Program Project.
- ▶ Grant resource development, coordination and management services.
- ▶ Compliance planning and implementation for federal and state financing.
- ▶ Facilitation and support for development activities.



Karen Nilsen, Principal

- ▶ Over 30 years of experience
 - Providing program and project management services for government and non-profit agencies districts and developers.
 - Grant resource development and grant writing.
 - Grant proposal coordination packaging and post-award grant compliance reporting and management.



Small and Newly Formed Districts or Mutuals

- ▶ San Jerardo Cooperative –
 - Consultation Services to assist in formation of new Mutual Water Company to accept system transfer from County District.
- ▶ Pajaro Sunny Mesa Community Services District
 - Legal Entity Formation Grant for planning service extension to disadvantaged community.
- ▶ Planning and application support for Castroville Community Services, San Lucas Water, San Ardo Water District and many others in Monterey County.
- ▶ Extensive experience in working with the State Water Board and Central Coast Regional Water Quality Control Board.



Nilsen and Associates Rates

- ▶ Initial consultation, planning and follow up communications: \$300
- ▶ Initial set-up of Financial Assistance Application Submittal Tool (FAAST): \$500
- ▶ Discussions and follow-up with District and State: \$300
- ▶ Application management: Time and Materials (see attached rate sheet)



Application Package Document Requirements

Financial	Technical	Environmental
Audited Financial Statements (three years)	Complete engineering report	Environmental Package Construction
Budgets or Projections (two years)	Technical, Managerial, and Financial (TMF) Assessment Form	https://www.waterboards.ca.gov/dinking_water/services/funding/documents/srf/dwsrf_policy/h4_dwsrf_application_const_environmental.pdf
Tax Questionnaire	Professional Engineering Contract(s)	
Reimbursement Resolution	Plans and Specifications	
Rate Adoption Resolution	Certification for Compliance with Water Metering Form	
Pledged Revenues and Fund(s) Resolution		
Related Debt or No Debt Letter		
Debt Management Policy		



Nilsen and Associates Rate Sheet

<u>Consulting Services</u>	<u>Rate or Fee</u>
Principal- Project Team Coordinator	\$150/Hr
Senior Associate	\$105/Hr
Associate/Analyst	\$85/Hr
Administrative Support	\$75/HR
<u>Reimbursable Expenses</u>	
Mileage	Per IRS Rate
Copies (in excess of 10 pages)	\$0.15 per page
Outside Business Services: Blueprints, copies and misc.	At Cost
Postage/Overnight and Delivery Services	At Cost
Signage/Production/Binding	At Cost
Permit and Filing Fees, Publication of Notices	At Cost
Temporary Professional or Administrative Services (pre-approved)	At Cost
Lodging and meals (pre-approved)	State Per Diem

Doug Pike

To: dpike@mnsengineers.com
Subject: SRF Funding Application Preparation
Attachments: Resume MASTER Palmquist 010219.docx

Dear Los Olivos CSD Board of Directors,

MNS Proposes to provide SRF Funding Preparation Services for the Los Olivos CSD As Follows:

Scope and Cost Estimate:

MNS will prepare and submit digitally via the SMARTS system, a general SRF application in behalf of the Los Olivos CSD. MNS will coordinate this effort with Howard Kolb (acting for Jennifer Epp who is on long-term leave) and Katie McNeill – Grant Coordinator at the District 3 RWQCB.

The intent will be to prepare a complete, competitive general application which will be viewed favorably for an “Intended Use Plan” for the 2020-21 Funding Cycle, giving the District access to various SRF Pockets (including the Water Recycling Funding Program).

Although initial assembly and submission costs could be as little as \$3500, the estimated cost to shepherd this through to completion and acceptance by the State Water Board is estimated to be between \$8,000 and \$10,000.

Experience:

Our proposed Grant Writer is Linda Palmquist, PE, Program Coordinator and Grant Writer. Her resume is attached.

Please excuse the brevity of the proposal. Mr. Pike indicated you wanted a “simple proposal”.

Regards,

Linda Palmquist, PE

Program Coordinator

MNS Engineers, Inc.

Linda Palmquist, PE

Program Coordinator



Firm

- MNS Engineers, Inc.

Areas of Expertise

- Grant writing
- Technical writing
- Project management
- Planning
- Design
- Construction
- Operations

Years of Experience

- Total: 22
- With MNS: 4 (since 2015)
- With Others: 18

Licensing

- Professional Civil Engineer, CA No. 49535

Education

- BS, Civil Engineering, University of Minnesota, MN, 1986

Ms. Palmquist, a highly-skilled grant writer, has over 22 years of experience with water and wastewater infrastructure projects. Linda has served as project manager/engineer and construction manager for a variety of potable water, recycled water, and wastewater projects. Her first hand understanding of engineering projects allows Linda to write effective grant proposals, including the US Bureau of Reclamation and Metropolitan Water District funding programs. Her extensive technical writing experience with planning documents, master plan reports, feasibility studies, urban water management plans, construction management documentation, and operation and maintenance manuals complements the grant application preparation process. Linda's B2B marketing experience also enhances her grant writing capability. Her experience includes:

Congestion Mitigation and Air Quality Funds and Transportation Development Act (CMAQ/TDA) Grant Application, City of Santa Paula, CA. *Grant Writer.*

Responsibilities included preparing grant application narrative and exhibits, requesting \$266K from the Ventura County Transportation Commission to support the Santa Paula High School Neighborhood Traffic Improvements project.

Urban Greening Grant Application, City of Tehachapi, CA. *Grant Writer.* Responsible for preparing grant application narrative and exhibits.

2015 Urban Water Management Plan (UWMP), City of Morro Bay, CA. *Project Engineer/Technical Writer.* The 2015 UWMP describes and evaluates water deliveries and uses, water supply sources, efficient water uses, demand management measures, and water storage contingency planning and drought response actions. MNS prepared the UWMP in accordance with the 2015 Guidebook for Urban Water Suppliers developed by the California Department of Water Resources (DWR) to meet the requirements of the California Water Code (CWC). MNS staff collected and reviewed background information; updated service area and demand characteristics, updated water resources and supply outlook, updated the water recycling element, reviewed the water shortage contingency plan, and summarized existing water demand management measures and accomplishments. The 2015 UWMP was accepted by the DWR without comment. Responsible for preparing water supply and demand reporting components of the plan. (2016)



2015 Urban Water Management Plan (UWMP), Suburban Water Systems, San Gabriel Valley and La Mirada, CA. *Project Engineer/Program Coordinator.* This project updated the 2015 UWMP to comply with the California Department of Water Resources and enable Suburban Water Systems to receive grant funding for eligible future projects. Many water supply issues were also addressed. The UWMP described and evaluated water deliveries and uses, water supply sources, efficient water uses, demand management measures, and water storage contingency planning and drought response actions. Responsibilities included preparing water supply and demand reporting components of the plan, technical writing for background information and data, and analyzing demand management measures. (2016)

Water Master Plan, East Pasadena Water Company, CA. *Project Engineer.* Responsible for providing analysis of existing water system and proposed improvement for near term and ultimate development.

Recycled Water Master Plan, Mt. San Antonio College, CA. *Project Engineer.* Responsibilities included developing master planning for recycled water use on rotating crops.

Proposal Preparation, Mt. San Antonio College, CA. *Project Engineer.* Responsible for preparing a proposal to provide Professional Engineering Services for Pre-LRP3 Applications.

Water Master Plan Update, Big Bear City, CA. *Project Engineer.* Responsible for providing analysis of existing water system and proposed improvements for near term and ultimate development.

Water Master Plan Update, City of El Monte, CA. *Project Engineer.* Responsibilities included evaluating distribution system and capital improvement program; and preparing executive summary for master plan.

Feasibility Study of Regional Interconnection, Three Valleys Municipal Water District, CA. *Project Engineer.* Responsible for analysis of regional water delivery facilities between cooperative agencies of Three Valleys Municipal Water District, San Gabriel Valley Municipal Water District, Covina Irrigating Company, Walnut Valley Water District, and Rowland Water District. Analyzed agency resources for potential interconnection to convey water including capital improvement facilities, treatment costs, and rate analysis.

Fulton Plant Master Plan, Three Valleys Municipal Water District, CA. *Project Engineer.* Responsible for exploring potential improvements to Fulton Hydroelectric Generating Station including evaluation of pressure relief in Miramar Pipeline, increased deliveries to Joint Water Line, utilizing existing and new wells, and sizing a new reservoir.

Euclid Street/Lampson Avenue Sewer Improvement Project, Garden Grove, CA. *Construction Manager.* Responsible for preparing all construction management documentation.

Belgrave Pump Station Replacement Project, Garden Grove, CA. *Construction Manager.* Responsible for assisting in construction management documentation.

San Gabriel Valley Municipal Water District, Covina Irrigating Company, Walnut Valley Water District, and Rowland Water District. *Project Engineer.* Responsibilities included analyzing agency resources for potential interconnection to convey water including capital improvement facilities, treatment costs, and rate analysis.



October 23, 2019

Mr. Doug Pike, PE
Interim General Manager
Los Olivos CSD
PO Box 345
Los Olivos, CA 93441

**RE: Request for Qualifications for Assessment Engineering Services for the
Los Olivos Community Services District**

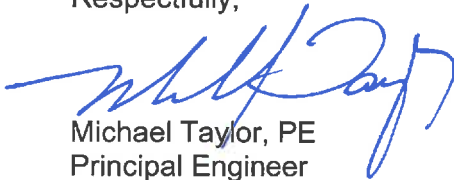
Dear Mr. Pike:

Provost & Pritchard would like to thank you for the opportunity to submit a statement of qualifications to the Los Olivos Community Services District to provide assessment engineering services for the Los Olivos Community Wastewater Program. After careful review, however, we are not able to respond to your request at this time.


Provost & Pritchard has a strong interest in working for Los Olivos Community Services District. We have experience in several of the aspects of the work as described. While we are unable to meet the current timeline to submit qualifications, we are interested in the project and look forward to future opportunities to participate.

We wish you success with this current portion of the project.

Respectfully,



Michael Taylor, PE
Principal Engineer



Maija Madec, PE
Senior Engineer

WATER CONSULTANCY

Statement of Qualifications

Assessment Engineering Services



Los Olivos Community Services District

November 1, 2019

Water Consultancy

3585 Maple Street, Suite 250
Ventura, CA 93003
805-404-1467

November 1, 2019

Los Olivos Community Services District
Attention: Mr. Doug Pike, Interim General Manager
P.O. Box 345
Los Olivos, CA 93441

Subject: Statement of Qualifications
Assessment Engineering Services

Dear Mr. Pike:

In response to the Request for Qualifications dated October 17, 2019, Water Consultancy is pleased to submit to the Los Olivos Community Services District (District) our Statement of Qualifications (SOQ) to provide Assessment Engineering Services to the District. Water Consultancy is committed to serve the District in this effort and is pleased to present our SOQ for your review and consideration.

I formed Water Consultancy in 2014 to provide personalized expertise in economic and financial evaluations. Having practiced at Kennedy/Jenks Consultants for over 41 years and serving as its Chairman for the past 20 years, I am currently providing consulting services in water resources planning, feasibility studies, economic and financial evaluations, and regulatory compliance.

I have performed financial evaluations for over 30 years and believe that I can efficiently perform the District's requested assessment engineering services. I will also be available to support the District after the requested services have been completed. In addition, we believe that Water Consultancy can provide the following benefits to the District:

- Extensive experience in the preparation of rate and revenue studies that are compliant with Proposition 218
- Independent review of the District's current funding and financing plan.
- Extensive knowledge of water, wastewater and recycled water utilities along the Central Coast.
- Previous experience in the Santa Ynez Valley for the Cities of Buellton and Solvang.
- Personalized service to District staff.
- Commitment to be responsive to District staff from our office located in the City of Ventura.

Mr. Doug Pike
Los Olivos Community Services District
November 1, 2019
Page 2

- Dedication to meeting the District's schedule requirements and budget objectives.

We believe that our extensive previous experience with similar water and wastewater utilities will be of significant benefit to the successful completion of the requested services and appreciate the opportunity to present our SOQ and look forward to discussing it further with you.

Very truly yours,

WATER CONSULTANCY



Lynn Takaichi
Principal

Overview of Water Consultancy

Water Consultancy was formed in 2014 by Lynn Takaichi to provide personalized expertise in water resource planning and economic and financial evaluations. Having practiced at Kennedy/Jenks Consultants for over 41 years and serving as its Chairman for the past 20 years, Mr. Takaichi has developed recognized expertise in the water industry. Water Consultancy is currently providing consulting services in water resources planning, feasibility studies, economic and financial evaluations, water quality and treatment investigations, and regulatory compliance.

We believe that Water Consultancy can provide the following benefits to the Los Olivos Community Services District:

- Extensive experience in the preparation of rate and revenue studies that are compliant with Proposition 218, particularly those along the Central Coast.
- Independent review of the District's current funding and financing plan.
- Extensive knowledge of water, wastewater and recycled water utilities along the Central Coast.
- Previous experience in the Santa Ynez Valley for the Cities of Buellton and Solvang.
- Personalized service to District staff.
- Commitment to be responsive to District staff from our office located in the City of Ventura.
- Dedication to meeting the District's schedule requirements and budget objectives.

Because Water Consultancy is a relatively new firm, the related experience of Water Consultancy includes the personal experience of Mr. Takaichi while at Kennedy/Jenks Consultants for whom he prepared financial studies for over 30 years. With Water Consultancy, the District will know that it will be receiving personalized service from senior staff, as well as the highest level of financial planning expertise. This personalized service has made Water Consultancy particularly valuable to smaller water and wastewater utilities.

The primary point of contact is:

Lynn M. Takaichi
3585 Maple St. Suite 250
Ventura CA 93003
805-404-1467
lynntakaichi@water-consult.com

Qualifications and Experience

Formation of Maintenance Assessment Districts Nino Homes

Water Consultancy recently assisted Nino Homes with the formation of two maintenance assessment districts in the City of Greenfield. One district was a Landscape and Lighting Maintenance Assessment District and the other was a Street and Drainage Maintenance Assessment District. Services included an evaluation of the most appropriate approach to formation of the districts, preparation of the Engineer's Report required for each district, and attendance at the public hearing and City Council meetings.

Reference: Nino Homes
Mike Nino
831-902-0566

Recycled Water Rate and Charge Study City of Paso Robles

Water Consultancy is currently assisting the City in the formation of a recycled water utility. This assistance included the development a funding plan for the utility, summarizing the recently modified financial requirements of CWSRF loans, and development of recycled water rates and connection fees.

Reference: City of Paso Robles
Kirk Gonzales, Water Conservation & Resources Program Manager
805-227-7238

Water and Sewer Rate Study City of Buellton, California

Water Consultancy completed a comprehensive and independent water and sewer rate study to adequately fund the City's utility operations and capital costs while minimizing rates. This rate study is the first such study since 1996 and conforms to the requirements of Proposition 218. The study developed financial models to evaluate the utility's financial condition, revenue requirements and revenue plan. Water Consultancy also performed a cost of service analysis, evaluate alternative rate structures, and recommend new water and sewer rates. In addition, the current facility capacity charges were evaluated and updated charges were recommended in accordance with Government Code 66000 et seq. Only 8 Proposition 218 protests were received and the recommended rates were approved by the City Council.

Reference: City of Buellton
Rose Hess, Public Works Director
805-688-5177

Water/Wastewater Rate Study, Connection Fees, and Financial Planning City of Santa Monica, California

To implement the City of Santa Monica's Sustainable Water Master Plan, Water Consultancy and its subconsultant, HDR Engineering, is developing a new water and

wastewater financial model and preparing a comprehensive water and wastewater revenue plan, performing a cost of service analysis, developing and evaluating alternative water/wastewater rates, developing new water/wastewater facility charges, and recommending new fees and charges. The project included a facilitated workshop approach which was integrated with an external Task Force on the Environment, and an Advisory Committee of interested environmental non-profit agencies. Together, new water and wastewater rates and rate structures have been evaluated to support current and long-term water conservation, meet necessary financial reliability requirements, and conform to the City's broad sustainability goals and objectives.

Reference: Current Contact: City of Beverly Hills
Gil Borboa, Assistant Director of Public Works
310-285-2486

Water Resource In-Lieu Fee City of Santa Paula, California

Water Consultancy is assisted the City of Santa Paula with updating its water resource in-lieu fee. The purpose of the fee is to require new or intensified development to offset the cost of acquiring additional water supplies that would be required to serve the development. In recent years, the cost of water supply acquisition has risen significantly. Accordingly, this update reflects the increased cost and conforms to the requirements of Government Code 66000 et seq.

Reference: City of Santa Paula
John Iasin, Interim Public Works Director
805-933-4212 Ext. 307

Wastewater Rate Study Montecito Sanitary District, California

Water Consultancy prepared a comprehensive wastewater rate study for the District that conforms to the requirements of Proposition 218. The project included the assessment of the utility revenue requirements, development of a 3-year revenue plan, performance of a cost of service study, and development of new rate restructuring alternatives including new user classes. The recommended rates were presented to the District's Board for final acceptance and adoption. Only 7 Proposition 218 protests were received and the revised rates were approved.

Reference: Montecito Sanitary District
Toni McDonald, District Administrator
805-969-4200

Net Zero Policy and Fee City of Ventura, California

Water Consultancy assisted the City of Ventura, called Ventura Water, with developing a Net Zero policy which would require new development to offset its new water demands, transfer water supplies to the City, or pay a Net Zero fee. Oversight of the policy development is being provided the City's Water Commission. The policy is intended to maintain Ventura Water's supply/demand balance and provide fairness to its ratepayers.

Reference: Ventura Water
Susan Rungren, Interim General Manager
805-652-4523

Facility Capacity Fees Castaic Lake Water Agency, California

Lynn Takaichi, while at Kennedy/Jenks Consultants, served a member of the project team that developed the facility capacity fees for the Castaic Lake Water Agency. He served in this capacity for over 25 years. During this time, he assisted in obtaining the enabling legislation that allowed the levying of facility capacity fees, developed the capital improvement program to support the Agency's mission and objectives, prepared engineer's cost estimates for the program, performed cost allocations to new/existing users and designated water service areas, and participated in public outreach to the public and development community. Water Consultancy continues to provide technical support to the Agency during fee development.

Reference: Castaic Lake Water Agency
Brian Folsom, Engineering and Operations Manager
661-297-160

Wheeling Rate Evaluation San Geronio Pass Water Agency, California

Lynn Takaichi, while at Kennedy/Jenks Consultants, prepared an evaluation of a potential wheeling rate for other entities to convey water through the facilities of the San Geronio Pass Water Agency. The Agency is a State Water Project contractor and water wholesaler in the Beaumont/Banning area.

Reference: San Geronio Pass Water Agency
Jeff Davis, General Manager
951-845-2577

Funding and Financing Plan for Laguna Lake Dredging Project City of San Luis Obispo, California

Water Consultancy is on a team led by MNS Engineers, which was selected to implement the Laguna Lake Dredging Project for the City of San Luis Obispo. Water Consultancy is responsible for developing a funding and financing plan to implement the initial dredging plan, identify a viable financing plan, and develop a source of ongoing revenue to support ongoing financing requirements.

Reference: City of San Luis Obispo
Robert Hill, Natural Resources Manager
805-781-7211

Water and Wastewater Rate Study City of El Paso de Robles, California

Water Consultancy and its subconsultant, HDR Engineering, performed financial consulting services related to a water and wastewater rate study and a Wastewater Facility Charge Study for the City of El Paso de Robles (City). The services included the

development of a revenue plan, alternative financing mechanisms, evaluation of alternative ratemaking structures and concepts, and development of proposed rates and charges. The findings of the study were presented at numerous workshops with the public and the City Council. Subsequently, under Roger Null's direction, the City contracted with Water Consultancy to perform an update to both water and wastewater rates, as well as Water Facility Charges that previously prepared by others.

Reference: City of El Paso de Robles
Dick McKinley, Director of Public Works
805-237-72113861

Key Personnel

Lynn Takaichi will serve as the Principal Consultant to perform the District's assessment engineering services. Mr. Takaichi will serve as the District's dedicated Project Manager.

A comprehensive resume follows.

Lynn M Takaichi, P.E. **Principal**

Education

- MS in Civil Engineering (Sanitary), University of California, Berkeley, 1972
- BS in Civil Engineering, University of California, Berkeley, 1971
- Special Study in Environmental Impact Assessment, University of California
- Study in City and Regional Planning, University of California
- Study in Water Resources Planning Civil Defense Preparedness Agency, Certificate of Achievement in Multi-Protection Design, University of Hawaii

Registrations

- Civil Engineer in California-RCE 24082

Memberships/Affiliations

- American Society of Civil Engineers
- American Water Works Association
- National Society of Professional Engineers
- Society of American Military Engineers
- Water Environment Federation
- National Association of Corrosion Engineers

Publications

- Levi Brekke, Milton D. Larsen, Mary Ausburn, and Lynn Takaichi. 2002. Suburban Water Demand Modeling Using Stepwise Regression. Journal – American Water Works Association, October 2002.

Professional Summary

After 41 years at Kennedy/Jenks Consultants, Mr. Takaichi started Water Consultancy in 2014. Mr. Takaichi is responsible for major planning and design projects, particularly assignments involving complex institutional and financial arrangements. He has directed a wide range of water and wastewater projects. Mr. Takaichi has particular expertise in complex institutional arrangements, and he works closely with specialized legal counsel, financial consultants, and water managers. His experience includes water agency formation, drafting of enabling legislation, negotiation of water and wastewater service agreements, utility rate studies, development of annexation policies and agreements, and management of a wide variety of water programs. He also has expertise in system valuations and has assisted numerous public agencies with the acquisition of investor-owned utilities.

Utility Financial Evaluations

In the area of utility financial studies, he has directed the following:

- Formation of 2 maintenance assessment districts in the City of Greenfield for Nino Homes
- Evaluation of Potential Interim Utilization of the City's State Water Entitlement for the City of Ventura
- Water and Wastewater Capital Facility Charges for the City of Paso Robles

- Evaluation of a Water Resource In-Lieu Fee for the City of Santa Paula
- Development of a funding and financing strategy for the Laguna Lake Dredging Project
- Evaluation of a Net Zero policy and fee for the City of San Buenaventura
- Long Term Strategic Plan, including financial policies, for the Rosamond Community Services District
- Forensic audit for the Amador Water Agency
- Concept Level Feasibility Analysis and Economic Evaluation of the City of Aspen's Castle Creek Energy Center Hydroelectric Plant and Potential Options for Public Counsel of the Rockies (CO).
- Evaluation of water system ownership transfer for the Cowlitz County Public Utility District (WA).
- Economic evaluation of assumption proposals for the Coal Creek Utility District (WA) by the City of Bellevue and for the Lakehaven Utility District (WA) by the City of Federal Way.
- Development of water and wastewater financial models for the Lakehaven Utility District (WA).
- Evaluation of annual assessments for the Lemoore Canal & Irrigation Company.
- Water rate review for potential bond financing for the City of Coachella, City of Santa Paula, City of Santa Monica, and Cambria Community Services District.
- Wheeling rates for the North Coast County Water District, Coal Creek Utility District, San Geronio Pass Water Agency, and Castaic Lake Water Agency.
- Cost allocation evaluation for the Port Hueneme Water Agency.
- Revenue plans and source control ordinances for Simi Valley CSD and City of Las Vegas.
- Wastewater rate review for the Linda County Water District.
- Cost-of-Service Study to provide new wastewater service to the BP Cherry Point Refinery for the Birch Bay Water and Sewer District.
- Connection fee evaluations for the Castaic Lake Water Agency, Lakehaven Utility District (WA), City of Santa Paula, City of Santa Maria, City of Tracy, and City of Oxnard.
- Revenue plan for the City of Simi Valley's hazardous materials program.

Water and Wastewater Rate Studies

- City of Paso Robles (water, wastewater, recycled water)
- City of Buellton (water, wastewater)
- Montecito Sanitary District
- North of the River Municipal Water District
- Seattle Public Utilities (Independent review of wholesale water rates 2008, 2011)
- Lakehaven Utility District (water, wastewater)
- City of Bellevue (wheeling rate)
- Coal Creek Utility District (2001-2003, 2005)
- Birch Bay Water & Sewer District (2002-2007)
- Klickitat County
- City of Oxnard
- City of Santa Monica

- City of Santa Barbara
- City of Tracy
- City of Chino
- City of Manhattan Beach
- Hi-Desert Water District
- City of Colton
- City of Redondo Beach
- City of Huntington Beach
- Ventura Regional Sanitation District
- Linda County Water District

Valuation Studies

- State Water Project Table A Amounts for the San Geronio Pass Water Agency.
- Water System Valuation for the City of Montebello.
- Valencia Water Company for the Castaic Lake Water Agency.
- State Water Project Table A Amounts for the United Water Conservation District.
- Peerless Water Company for the City of Bellflower.
- County Water Company for the City of Bellflower.
- Montara Water System for California-American Water Company.
- Thermal Belt Mutual Water Company and Farmers Irrigation Company (Relative Valuation).
- City of Los Gatos Sewer System for the West Valley Sanitation District.
- Santa Paula Water Works for the City of Santa Paula.
- Middle Road Mutual Water Company for the City of Santa Paula.
- Limoneira Company Water System for the City of Santa Paula.
- Santa Clarita Water Company for the Castaic Lake Water Agency.
- Sand Canyon Water Facilities Owned by the Newhall County Water District for the Castaic Lake Water Agency.
- Donated Water Storage Tank for the Port Hueneme Water Agency.
- Oxnard-Hueneme Pipeline System for Confidential Client.
- Yucca Water Company for the Hi-Desert Water District.
- Portion of County Waterworks District No. 8 for the City of Chino.
- Santa Clara Waste Water Company for the Ventura Regional Sanitation District

Understanding of Key Issues and General Approach

The Los Olivos Community Services District (District) was formed in 2018 and is implementing a significant wastewater program to collect, treat and dispose of wastewater from the Los Olivos community in the Santa Ynez Valley (Program). The area is currently unsewered but was determined to cause groundwater quality and public health issues. There are several elements to the District's Program. One of these elements is Financial Outreach and Assistance for Program Development, Construction, and Operation. Accordingly, the focus of this solicitation is to assist the District with the assessment process so that it has sufficient funding for the Program.

Our general approach to providing the required assistance is to work closely with the District so that the District is in compliance with applicable State statutes and codes related to the assessment process. Water Consultancy pledges to be responsive to the District including its schedule and budget objectives. Work products will be prepared in accordance with the requirements of Proposition 218.

The anticipated tasks to provide the requested services are described below.

Proposed Scope of Services

Task 1.0 Project Coordination

Task 1.1 Provide Ongoing Project Management

Project communication is an integral component of all successful projects. We anticipate a minimum of bi-weekly communication with the District's General Manager. We will provide the District regular status reports and timely invoices and will attend project meetings at the request of the District. The project schedule will be updated as required and submitted to the District for approval.

Task 1.2 Establish Project Goal and Objectives

To enhance project efficiency, the study will commence with a kickoff meeting with District staff prior to conducting the work. This meeting will serve two purposes. First, it will serve as a conventional kick-off meeting to facilitate the availability of appropriate data and establish staff and consultant contacts. Second, and most importantly, it will be held to discuss and validate project goals, objectives, and desires of the assignment.

Task 1.3 Conduct Data Collection and Review Prior Project Reports

In this task, we will collect and review the relevant data necessary for the successful completion of this project. Water Consultancy will prepare and submit a comprehensive list of data required to conduct the assignment at the kickoff meeting

Task 1.4 Meetings

Water Consultancy believes that key to successful execution of this important assignment is frequent and effective communication between the District and its consultant. Accordingly, our proposal includes the following meetings:

- Kickoff meeting
- Working meetings with District staff, as required, to review progress submittals and draft documents
- Attendance at Board meetings and to present the results of the Engineer's Report and receive comments
- Attendance at the public hearing

In addition, we anticipate frequent conference calls to discuss District-provided data, financial assumptions, and current District policies.

Task 2.0 Prepare the Engineer's Report

In this task, Water Consultancy will prepare the required Engineer's Report ordered by the District. The Report will contain the following elements:

- Plans and Specifications of the Improvements (by others), if available. Although final plans are desirable if possible, these can be concept/preliminary plans with appropriate contingency. The idea is to eliminate risk where possible.
- Cost Estimates of the Improvements with reasonable contingency.
- Assessment Roll and Method of Assessment Spread, including Debt Limit Valuation.
- Annual Administrative Assessment. This can include the District's proposed local LAMP administration costs, District operations costs not collected monthly by connected sewer customers, however it can include the monthly invoicing costs.
- Diagram of the Assessment District
- Description of Facilities
- Operations and Maintenance costs generally collected in separate connection and monthly service fees. It can be done either way. O&M costs can be included in the assessment or collected in service charges. It's probably easier to collect in service charges in case unexpected O&M expenses occur.

Although the development of the financial plan is not included in our proposal. We would be available to include it as an amendment, if desired by the District.

Task 2.1 Prepare Draft Engineer's Report

We will prepare and submit a draft Engineer's Report and meet with District staff to review the financial assumptions. We will prepare a 95 percent Draft Engineer's Report and submit the requested number of copies and a digital file in Word and Excel file formats for distribution within the District for review.

Task 2.2 Prepare Final Engineer's Report

Based on the comments received at the Board presentation, we will incorporate revisions as appropriate and prepare a final Engineer's Report in Word and Excel file formats. We will provide the requested number of copies and one digital original of the Final Engineer's Report to the District.

Task 3.0 Provide Assistance to the Assessment Process

Task 3.1 Review Resolutions

If requested by the District, we will review the Resolution of Intent and Resolution Levying the Assessment and provide comments.

Task 3.2 Assist the District with Board Presentations and Public Hearing

We will also assist the District with preparation of presentations to receive Board comments and approval of the Engineer's Report.

Task 3.3 Assist the District with Proposition 218 Noticing Requirements

In this task, Water Consultancy will assist the District with preparing the required Proposition 218 public hearing notices and associated public outreach materials. The District will provide copies and mailing services.

Proposed Compensation

Water Consultancy proposes to provide the proposed Scope of Services for the Los Olivos Community Services District on a time and materials basis for an estimated fee of **\$15,280**. A detailed breakdown of these budgets is presented in the table below. We will not exceed this amount without prior authorization by the District. Our current Schedule of Charges is also presented below.

Breakdown of Proposed Budget

Task Description	Estimated Hours	Estimated Fee
1.0 Project Coordination	8	\$2,320
2.0 Engineer's Report	40	\$11,600
3.0 Assistance to the Assessment Process	4	\$1,160
Direct Expenses		\$200
Proposed Budget		\$15,280

Schedule of Charges

Date: July 1, 2019

PERSONNEL COMPENSATION

Classification	Hourly Rate
Principal	\$290
Senior Associate.....	\$245
Associate.....	\$175
Research Assistant.....	\$140
Administrative Assistant.....	\$85

Proposed Schedule

Water Consultancy recognizes the significance and schedule requirements of the requested assessment engineering services. Accordingly, we have proposed an aggressive schedule and are dedicated to meeting the schedule milestones of the assignment. Because it will be essential to receiving District input during the development of the Engineer’s Report, we propose to submit a comprehensive list of data requirements at the kickoff meeting. Assuming a notice-to-proceed in mid-November 2019, we propose the following milestones and delivery dates:

<u>Milestone</u>	<u>Delivery Date</u>
Kickoff Meeting	November 15, 2019
Receive District Data	November 22, 2019
Draft Report	December 4, 2019
Board Meeting to Receive Comments	December 11, 2019
Final Report	December 18, 2019
Proposition 218 Notices	To Be Determined

Please note that the proposed schedule is dependent on the availability of information and background documents provided by the District, as well as expeditious review of submittals. Any delay in providing the necessary information or reviews may prolong the schedule accordingly.

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SURVEYING /
GIS SOLUTIONS

WATER RESOURCES

Date: November 1, 2019

Project Number: PP19-6814-0915

To: Doug Pike
Los Olivos Community Service District
PO Box 345
Los Olivos, California 93441

VIA Email

Phone: 805 500-4098

Fax:

Email: dpike@mnsengineers.com

From: Kari Wagner, PE
Principal
WALLACE GROUP
612 Clarion Court
San Luis Obispo, CA 93401

Phone: 805 544-4011

Fax: 805 544-4294

Email: kariw@wallacegroup.us

Subject: Proposal for Assessment Engineering Services

Please find attached our proposal for the above referenced project. If this proposal meets with your approval, please sign where indicated and return to our office, **to the attention of Kylie Castle (kyliec@wallacegroup.us), Marketing Coordinator**, which will serve as our notice-to-proceed on your project.

Please call me if you have any questions at 805 544-4011.

Thank you.

ATTACHMENT
PP19-6814
Exhibit A

WALLACE GROUP
A California Corporation

612 CLARION CT
SAN LUIS OBISPO
CALIFORNIA 93401

T 805 544-4011
F 805 544-4294

www.wallacegroup.us

November 1, 2019

Doug Pike
Los Olivos CSD
PO Box 345
Los Olivos, California 93441

Subject: Assessment Engineering Services

Dear Mr. Pike:

Thank you for the opportunity to provide you with our qualifications for Assessment Engineering Services for the Los Olivos Community.

Wallace Group, a California Corporation, was established in 1984 as an engineering and planning firm focused on consulting services for municipal and special district Clients on the Central Coast. We are proud of providing 35 years of superior service to our many Central Coast public agency Clients.

Today the company includes services in Civil and Transportation Engineering, Water Resources, Surveying/GIS Solutions, Construction Management, Landscape Architecture, Mechanical Engineering, Planning and Public Works Administration in three offices: San Luis Obispo, Santa Barbara, and Salinas.

Wallace Group is a cohesive team of over 60 professionals that work diligently to deliver high quality services and first-rate projects. Our company reputation is built on the values of honesty, integrity, fairness, and reliability, and based on our technical expertise and service to each Client. Our objective has always been, and always will be, to establish exceptional working relationships with our Clients and project stakeholders.

We have successfully teamed with Cities, Counties, communities, and special districts throughout the Central Coast and beyond to deliver public agency projects; and worked with Caltrans and regulatory agencies such as the Central Coast Regional Water Quality Control Board, the California Department of Fish and Wildlife, the California Coastal Commission, and many others. Incorporating various standards and requirements into projects is where the technical know-how and experience meets the art of diplomacy and understanding. We have expert staff with enough experience to know when to listen and when to suggest solutions to get the job done!

In the specialty area of preparing Engineer's Reports and Proposition 218 support, we bring an unparalleled team of professionals to complete your project. We have prepared Engineer's Reports for preparation of Landscape and Lighting Districts per the Landscape and Lighting Act of 1972 of the Streets and Highways Code of the State of California, commencing with Section 22500 as well as formation of Water Companies and other types of Assessment Districts for infrastructure projects under the Municipal Improvement Act of 1913 and the Majority Protest Act of 1931, and pursuant to the requirements of Section 10204 of the Streets and Highways Code. We are also versed in (Proposition 218) requirements that regulate the voting process.

We just recently completed three Landscape & Lighting District Engineer's Report Updates for the City of Arroyo Grande. Please feel free to contact Bill Robeson, Director of Public Works at brobeson@arroyogrande.org or (805) 473-5466. In addition, we completed the formation of two Water Districts that included complex Proposition 218 proceedings. Please feel free to contact Jerry Reaugh at jerry@reaughj.com or (805) 440-7300. We are also under contract with Monterey County Water Resources Agency to prepare an Assessment Engineer's Report and coordinate a Proposition 218 for their deferred maintenance at San Antonio and Nacimiento Dams. This assessment district will include 60,000+ parcels and fund over \$185 million in capital projects. Please feel free to contact Fabricio Chombo at ChomboF@co.monterey.ca.us or (831) 755-4861. In addition to these projects, additional assessment district proceedings include Los Osos Community Services District Wastewater Assessment District for their sewer collection system and wastewater treatment plant as well as Nipomo Community Services District Supplemental Water Project and Miller Park.



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As noted previously, Wallace Group is a diverse engineering company that can also provide support to Los Olivos CSD for other wastewater services. Our Water Resources Department has expertise in collection systems and lift station design, permitting, wastewater treatment design, master planning, and grant writing.

PROJECT APPROACH

Wallace Group provides a breadth of experience to our Clients and offers over 35 years of public works experience. From water and sewer master planning and SSMPs to detailed design and operations, Wallace Group understands the nuances of each individual project and tailors the project to meet the Client's needs. Although each project is unique and the approach and project solutions may be different, there are many aspects of our management and design approach that are core to the successful completion of our projects.

Wallace Group has assembled, for Los Olivos Community Services District, a highly experienced and qualified team to assist with the Assessment Engineering Project. Based on our Team's knowledge and experience working on projects of similar scope, we have developed the following approach:

Management Approach

Our management approach revolves around two key elements: Communication and Quality Assurance/Quality Control.

Communication: We always strive to keep our Clients apprised of the status of the project. This is done through a multitude of sources.

Kick-off Meeting - One of the most important elements of a successful project is a good kick-off meeting. This meeting is an opportunity for ALL team members to discuss and understand the critical elements of the project such as the scope and the goals of the project. We use the kick-off meeting to discuss and understand the schedule and the responsibilities of all parties to ensure that the project remains on schedule, on budget, and meets the overall goals of the Client. It is a time to ask questions, conduct site visits, talk to operators, and get the inside track to what is going to make the project successful.

Milestone Meetings - To ensure that the project is staying on track, we schedule meetings at each of the major milestones to review the deliverables and to discuss the Client's comments and upcoming commitments.

Additional Communications - Our Team members also stay in constant communication through emails and telephone calls, keeping Clients apprised of any details that might impact the direction of the project. We balance keeping our Clients knowledgeable about their project, but not overburdened with finite detail. We tailor the amount of information and decision-making process to the desires of our Clients.

Keeping an open line of communication and dealing with project constraints as they arise keeps our projects moving forward at the pace necessary to get the project completed on or before schedule.

Monthly Status Updates - The Project Manager prepares a monthly status update to the Client. This status update includes current contract amount and contract signature date, contract amendments and dates, work completed for the month, work anticipated for the upcoming month, schedule update, any potential concerns, and a budget update. This status update is an effective tool used to keep the Team apprised of the work that was completed and the goals for the upcoming month. A sample Monthly Status Update is provided in the appendix.



Quality Assurance and Quality Control: Wallace Group's Quality Assurance Program is based upon one of our Core Values: We have a passion for quality and excellence in our work, services and products. Our internal review policy calls for a formal written peer review at each milestone of the project by registered engineers with the expertise in sewer system management plans and wastewater master planning. We combine this with our project management procedures and focus on responsiveness and Client communication for maintaining a high-quality project.

Preparation of Engineer's Report Approach

Engaging community representatives will need to be a part of the process to ensure that there is community buy-in and thus allow for the successful passing of a new Proposition 218. Upon Notice to Proceed, Wallace Group will gather all the background information, and prepare a preliminary understanding of the current proposed project, project costs, and funding options available to the community. We often times will want to hold a community meeting at this time to discuss the overall approach and the anticipated costs. The CSD may already be doing this step through their Board Meetings.

Once this step is completed, we will prepare a draft Engineer's Report in accordance with the Municipal Improvement Act of 1913 and the Majority Protest Act of 1931, and pursuant to the requirements of Section 10204 of the Streets and Highways Code and the Right to Vote on Taxes Act (Proposition 218). The Engineer's Report will identify the operations and maintenance needs, capital improvement projects, and cost estimates for both. Note, Wallace Group is not a financial consultant. Depending on the funding requirements for the Assessment Report, Los Olivos CSD may also need the assistance of a financial consultant.

We will include as part of the Engineer's Report:

- **Introduction** - Describes the background, the need for the project, and the need for the Engineer's Report.
- **Project Description and Estimated Costs** - Describes the project and estimated costs. This section will also include discussions of the required reserves and the operations and maintenance needs. This will also include the costs for bonding and administrative costs associated with managing the assessment district.
- **Assessment Methodology** - Describes the assessment methodology of apportionment including a description of general versus special benefit, benefit unit determination, and assessment rate calculation.
- **Assessment Roll** - Based on the proposed assessment methodology and the estimated costs, develop an assessment roll with the proposed maximum annual administrative assessment.
- **Assessment Diagram** - Shows the exterior boundaries of the Assessment District.

Once Wallace Group submits the Draft Engineer's Reports, we will want to hold a second community meeting to discuss the proposed assessments and receive feedback. Once we receive written comments, Wallace Group will finalize the Engineer's Reports.

Following the completion of the Final Engineer's Reports, Wallace Group will start the Proposition 218 proceedings. We will work with District Counsel and staff to prepare the notices and ballots. Wallace Group will attend a Board meeting to start the Proposition 218 hearings. We will mail the ballots, respond to questions, and manage all aspects of the Proposition 218 elections. We will bring the ballots to a subsequent Board meeting (a minimum of 45 days from the mailing of the ballots) to close the hearing and tabulate the ballots. The CSD is welcome to have a representative from a non-partisan group such as the League of California Women's Voters Association oversee the ballot processing. Wallace Group will prepare a summary report of the findings that can be approved by the Board.



SCHEDULE

Based on the information provided, it is anticipated that the Draft Engineer’s Report can be prepared in 60 to 90 days. Please note that Wallace Group is resource constrained over the next 6 to 8 months due to a heavy workload. Depending on the timing for this project, Wallace Group will need to adjust the anticipated schedule based on existing contracts. We will work with the client to provide a reasonable schedule that helps expedite the project within the availability of staff.

PROJECT COST ESTIMATE

Los Olivos CSD has estimated the cost of the Assessment Engineer’s Report to be \$25,000. This cost estimate is reasonable. However, the costs may increase as a result of survey needs for developing the boundary of the assessment district, in-direct costs for mailing ballots, and financial consulting services. The fees do not also include attorney fees. Although a full budget estimate has not been prepared at this time, I would recommend Los Olivos CSD increase their budget estimate to \$40,000 to \$50,000.

TERMS AND CONDITIONS

In order to convey a clear understanding of the matters related to our mutual responsibilities regarding this proposal, the attached Standard Terms and Conditions (Exhibit A) are considered a part of our proposal agreement. If this proposal meets with your approval, please sign where indicated and return to our office, which will serve as our notice-to-proceed.

We want to thank you for this opportunity to present our statement of qualifications for engineering services. If you would like to discuss our qualifications in greater detail, please feel free to contact me.

Sincerely,

WALLACE GROUP, a California Corporation

TERMS AND CONDITIONS ACCEPTED:

Kari E. Wagner, PE C66026
Principal
612 Clarion Court
San Luis Obispo
California 93401
T 805 544-4011
F 805 544-4294
www.wallacegroup.us

Signature

Printed Name

Title

Date

Attachments
kc: PP19-6814, 2019, std
Exhibit A

THIS PROPOSAL IS VALID FOR 60 DAYS FROM THE DATE OF THIS DOCUMENT.

Exhibit A
Standard Terms and Conditions
Wallace Group Proposal No. PP19-6814
Contract Agreement Date: November 1, 2019

CLIENT: LOS OLIVOS COMMUNITY SERVICE DISTRICT
PO Box 345, Los Olivos, California 93441

CONSULTANT: WALLACE GROUP, A CALIFORNIA CORPORATION
612 Clarion Court, San Luis Obispo, California 93401

CLIENT and CONSULTANT agree that these Standard Terms and Conditions, comprised of pages 1 through 6, and the associated written Scope of Services and budget constitute the entire Agreement between the CLIENT and the CONSULTANT. It supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the CLIENT and the CONSULTANT.

ARTICLE 1. GENERAL PROVISIONS

1.1 Preamble

This Agreement is based upon a mutual obligation of good faith and fair dealing between the parties in its performance and enforcement. Accordingly, the CLIENT and the CONSULTANT, with a positive commitment to honesty and integrity, agree to the following:

That each will function within the laws and statutes that apply to its duties and responsibilities; that each will assist in the other's performance; that each will avoid hindering the other's performance; that each will work diligently to fulfill its obligations; and each will cooperate in the common endeavor of the contract.

1.2 Governing Law and Jurisdiction

The CLIENT and the CONSULTANT agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of California. It is further agreed that any legal action between the CLIENT and the CONSULTANT arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in San Luis Obispo, California.

1.3 Precedence of Conditions

Should any conflict exist between the terms herein and the form of any purchase order or confirmation issued, the Terms and Conditions herein shall prevail in the absence of CONSULTANT'S express written consent of others conditions.

1.4 Standard of Care

In providing services under this Agreement, the CONSULTANT will endeavor to perform said services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

1.5 Corporate Protection

It is intended by the parties to this Agreement that the CONSULTANT'S services in connection with the Project shall not subject the CONSULTANT'S individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the CLIENT agrees that as the CLIENT'S sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the CONSULTANT, a California corporation, and not against any of the CONSULTANT'S individual employees, officers or directors.

1.6 Confidentiality

The CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than the CONSULTANT'S employees, Subconsultants and the general Contractor and Subcontractors, if appropriate, any data or information not previously known to and generated by the CONSULTANT or furnished to the CONSULTANT and marked CONFIDENTIAL by the CLIENT. These provisions shall not apply to information in whatever form that is in the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other legitimate authority, or if disclosure is reasonably necessary for the CONSULTANT to defend itself from any legal action or claim.

1.7 Third-Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other party or entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and CONSULTANT agree to require a similar provision in all contracts with Contractors, Subcontractors, Subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

1.8 Timeliness of Performance

The CLIENT and CONSULTANT are aware that many factors outside the CONSULTANT'S control may affect the CONSULTANT'S ability to complete the services to be provided under this Agreement. The CONSULTANT will perform these services with reasonable diligence and expediency consistent with sound professional practices.

1.9 Severability

Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

1.10 Survival

Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

1.11 Statutes of Repose and Limitation

All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completion. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date the CONSULTANT'S services are completed or terminated.

1.12 Defects in Service

The CLIENT shall promptly report to the CONSULTANT any defects or suspected defects in the CONSULTANT'S services of which the CLIENT becomes aware, so that the CONSULTANT may take measures to minimize the consequences of such a defect. The CLIENT further agrees to impose a similar notification requirement on all Contractors in its CLIENT/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the CLIENT and the CLIENT'S Contractors or Subcontractors to notify the CONSULTANT shall relieve the CONSULTANT of the costs or remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

1.13 Jobsite Safety

Neither the professional activities of the CONSULTANT, nor the presence of the CONSULTANT or its employees or Subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, constructions means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with contract documents and any health or safety precautions required by any regulatory agencies. The CONSULTANT and its personnel have no authority to exercise any control over any construction Contractor or its employees in connection with their work or any health or safety programs or procedures. The CLIENT agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT'S contract with the General Contractor. The CLIENT also agrees that the CLIENT, the CONSULTANT and the CONSULTANT'S Subconsultants shall be indemnified by the General Contractor and shall be made additional insured under the General Contractor's policies of general liability insurance.

1.14 Assignment: Subcontracting

Neither CLIENT nor CONSULTANT shall assign its interest in this agreement without the written consent of the other. CONSULTANT may not subcontract any portion of the work to be performed hereunder without such consent.

1.15 Force Majeure

Any delay or default in the performance of any obligation of CONSULTANT under this agreement resulting from any cause(s) beyond CONSULTANT'S reasonable control shall not be deemed a breach of this agreement. The occurrence of any such event shall suspend the obligations of CONSULTANT as long as performance is delayed or prevented thereby, and the fees due hereunder shall be equitably adjusted.

1.16 Disputes

(a) Notwithstanding any other provision of this Agreement and except for the provisions of (b) and (c), if a dispute arises regarding CONSULTANT'S fees pursuant to this contract, and if the fee dispute cannot be settled by discussions between CLIENT and CONSULTANT, both the CLIENT and CONSULTANT agree to attempt to settle the fee dispute by mediation through the American Arbitration Association (or other mediation service) before recourse to arbitration. If mediation does not resolve the fee dispute, such dispute shall be settled by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

(b) Subdivision (a) does not preclude or limit CONSULTANT'S right to elect to file an action for collection of fees if the amount in dispute is within the jurisdiction of the small claims court.

(c) Subdivision (a) does not preclude or limit CONSULTANT'S right to elect to perfect or enforce applicable mechanics lien remedies.

1.17 Attorneys' Fees

In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation.

1.18 Services by CLIENT

CLIENT shall pay all other charges not specifically covered by the terms of this agreement, unless specifically included in the Scope of Services. The CLIENT shall furnish, at the CLIENT'S expense, all information required by this Agreement. The CONSULTANT may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

1.19 Retention

If any portion of CONSULTANT'S fee is held in retention, such amount shall be released within thirty days after invoicing for completion of corresponding services. Interest shall be paid at the rate of 1.5% per month on any retention amounts not paid within this thirty-day period.

ARTICLE 2. DEFINITIONS

2.1 Burdened Labor Costs

Burdened labor costs shown on the Standard Billing Rates include payroll taxes, worker's compensation insurance, and other overhead costs applicable to the typical standard of care.

2.2 Direct Expenses

Expenditures made by the CONSULTANT, its employees or its Subconsultants in the interest of the Project. Applicable reimbursable direct expenses are defined on the Standard Billing Rates.

ARTICLE 3. COMPENSATION

3.1 Payment Due

Invoices shall be submitted by the CONSULTANT monthly, are due upon presentation and shall be considered past due if not paid in full within thirty (30) days of the invoice date.

3.2 Interest

If payment in full is not received by the CONSULTANT within thirty (30) calendar days of the invoice date, the invoices shall bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the past due amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

3.3 Collection Costs

If the CLIENT fails to make payments when due and the CONSULTANT incurs any costs in order to collect overdue sums from the CLIENT, the CLIENT agrees that all such collection costs incurred shall immediately become due and payable to the CONSULTANT. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable CONSULTANT staff costs at Standard Billing Rates for the CONSULTANT'S time spent in efforts to collect. This obligation of the CLIENT to pay the CONSULTANT'S collection costs shall survive the term of this Agreement or any earlier termination by either party.

3.4 Termination or Suspension of Services

This agreement may be terminated or suspended by either party effective seven (7) days from the date of written notice, or if the CLIENT suspends the work for three (3) months. Upon receipt of a notice of termination or suspension, CONSULTANT will stop or suspend its work and provide same direction for the work of all its Subcontractors and suppliers. Failure of CLIENT to make payments when due shall be cause for suspension of services or ultimately, termination, unless and until CONSULTANT has been paid in full all amounts due for services, expenses and other approved related charges. CONSULTANT shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension or termination caused by any breach of this Agreement by the CLIENT. Upon payment-in-full by the CLIENT, CONSULTANT shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any reasonable time and expense necessary for the CONSULTANT to resume performance.

3.5 Retention Discounts

Payment of invoices shall not be subject to any discounts or retention by the CLIENT, unless agreed to in writing by the CONSULTANT. Payment to the CONSULTANT for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

3.6 Satisfaction with Services

Payment of any invoice by the CLIENT to the CONSULTANT shall be taken to mean that the CLIENT is satisfied with the CONSULTANT'S services to the date of payment and is not aware of any deficiencies in those services.

3.7 Disputed Invoices

If the CLIENT objects to any portion of any invoice, the CLIENT shall so notify the CONSULTANT in writing within ten (10) days of receipt of the invoice. The CLIENT shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within thirty (30) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within forty-five (45) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the CLIENT on

all disputed invoice amounts that are subsequently resolved in the CONSULTANT'S favor and shall be calculated on the unpaid balance from the invoice date.

3.8 Payments to the CONSULTANT

Payments to the CONSULTANT shall not be withheld, postponed or made contingent on the construction, completion or success of the project or upon receipt by the CLIENT of offsetting reimbursement or credit from other parties who may have caused additional services or expenses. No withholdings, deductions or offsets shall be made from the CONSULTANT'S compensation for any reason unless the CONSULTANT has been found to be legally liable for such amounts.

3.9 Advance Payment: Withholding Work Product

CONSULTANT reserves the right to require payment in advance for work estimated to be done during a given billing period. CONSULTANT, without any liability to CLIENT, reserves the right to withhold any services and work products herein contemplated pending payment of CLIENT'S outstanding indebtedness or advance payment as required by CONSULTANT. Where work is performed on a reimbursable basis, budget may be increased by amendment to complete the Scope of Services. CONSULTANT is not obligated to provide services in excess of the authorized budget.

ARTICLE 4. SERVICES, ADDITIONAL SERVICES, AND AMENDMENTS

4.1 Definitions

Services and work products not expressly included with those specified in this agreement, as determined by CONSULTANT, are not covered by this agreement. Such services and work products will be provided only upon compliance with the procedures set forth in Article 4.5 of this Agreement.

4.2 Services During Construction

Any construction inspection or testing provided by CONSULTANT is for the purpose of determining the Contractor's compliance with the functional provisions of the project specifications only. CONSULTANT in no way guarantees or insures Contractor's work nor assumes responsibility for methods or appliances used by the Contractor for job site safety or for Contractor's compliance with laws and regulations. CLIENT agrees that in accordance with generally accepted construction practices the construction Contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project including safety of all persons and property and that this responsibility shall be continuous and not be limited to normal working hours.

4.3 Soil Testing

CONSULTANT makes no representations concerning soil conditions, and is not responsible for any liability that may arise out of the making or failure to make soil surveys, or sub-surface soil tests, or general soil testing. It is the CLIENT'S responsibility to obtain a soils report upon which report CONSULTANT can rely.

4.4 Opinion of Probable Construction Costs

In providing opinions of probable construction cost, the CLIENT understands that the CONSULTANT has no control over cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the CONSULTANT'S opinions of probable construction costs are made on the basis of the CONSULTANT'S professional judgment and experience. CONSULTANT makes no warranty, express or implied, that bids or negotiated cost of the Work will not vary from the CONSULTANT'S opinion of probable construction cost.

4.5 Additional Services

Additional services or work products requiring an adjustment of CONSULTANT'S original estimated budget or fixed fee will be provided at CLIENT'S request upon execution of a written amendment to this agreement expressly referring to the same and signed by both parties.

ARTICLE 5. TERMINATION OF AGREEMENT

5.1 Due to Default

This agreement may be terminated by either party upon seven (7) days written notice should the other party fail to substantially perform in accordance with this agreement through no fault of the party initiating the termination.

5.2 Without Cause

This agreement may be terminated by CLIENT upon at least fourteen (14) days written notice to CONSULTANT in the event that the project is abandoned.

5.3 Termination Adjustment: Payment

If this agreement is terminated through no fault of the CONSULTANT, CONSULTANT shall be paid for services performed and costs incurred to the termination notice date, including reimbursable expenses due, plus an additional amount not to exceed ten percent (10%) of charges incurred to the termination notice date to cover services to orderly close the work and prepare project files and documentation, plus any additional direct expenses incurred by CONSULTANT including but limited to cancellation fees or charges. CONSULTANT will use reasonable efforts to minimize such additional charges.

ARTICLE 6. LIMITATION OF LIABILITY: WAIVER: WARRANTY

6.1 Limitation of Liability

In recognition of the relative risks and benefits of the project to both the CLIENT and the CONSULTANT, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the CONSULTANT to the CLIENT for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the CONSULTANT to the CLIENT shall not exceed \$50,000.00, or the CONSULTANT'S total fee for services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

6.2 Contractor and Subcontractor Claims

The CLIENT further agrees, to the fullest extent permitted by law, to limit the liability of the CONSULTANT and the CONSULTANT'S officers, directors, partners, employees and Subconsultants to all construction Contractors and Subcontractors on the Project for any and all claims, losses, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the CONSULTANT and the CONSULTANT'S Subconsultants to all those named shall not exceed \$50,000.00, or the CONSULTANT'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

6.3 Warranty

CONSULTANT makes no warranty, either express or implied, as to CONSULTANT'S findings, recommendations, specifications, or professional advice, except that the work was performed pursuant to generally accepted standards of practice in effect at the time of performance.

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the CONSULTANT are revealed, to the extent that they affect the Scope of Services, compensation, schedule, allocation of risks or other material terms of this Agreement, the CONSULTANT may call for renegotiation of appropriate portions of this Agreement. The CONSULTANT shall notify the CLIENT of the changed conditions necessitating renegotiation, and the CONSULTANT and the CLIENT shall promptly and in good faith enter into renegotiations of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination Provision hereof.

If the Scope of Services pursuant to this agreement does not include on-site construction review, construction management, or other construction supervision for this project, or if subsequent to this agreement CLIENT retains other persons or entities to provide such services, CLIENT acknowledges that such services will be performed by others and CLIENT will defend, indemnify and hold CONSULTANT harmless from any and all claims arising from or resulting from the performance of such services by other persons or entities except claims caused by the sole negligence or willful misconduct of CONSULTANT; and from any and all claims arising from or resulting from clarifications, adjustments, modifications, discrepancies or other changes necessary to reflect changed field or other conditions, except claims caused by the sole negligence or willful misconduct of CONSULTANT.

6.4 Interpretation

Limitations on liability, waivers and indemnities in this Agreement are business understandings between the parties and shall apply to all legal theories of recovery, including breach of contract or warranty, breach of fiduciary responsibility, tort (including negligence), strict or statutory liability, or any other cause of action, provided that these limitations on liability, waivers and indemnities will not apply to any losses or damages that may be found by a trier of fact to have been caused by the CONSULTANT'S sole or gross negligence or the CONSULTANT'S willful misconduct. The parties also agree that the CLIENT will not seek damages in excess of the contractually agreed-upon limitations directly or indirectly through suites against other parties who may join the CONSULTANT as a third-party defendant. "Parties" means the CLIENT and the CONSULTANT, and their officers, directors, partners, employees, Subcontractors and Subconsultants.

6.5 Delays

The CLIENT agrees that the CONSULTANT is not responsible for damages arising directly or indirectly from any delays for causes beyond the CONSULTANT'S control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in a timely manner; failure of performance by the CLIENT of the CLIENT'S Contractors or CONSULTANT'S; or discovery of any hazardous substances or differing site conditions.

ARTICLE 7. HAZARDOUS WASTE MATERIALS

7.1 Liability

CONSULTANT hereby states and CLIENT hereby acknowledges that CONSULTANT has no professional liability insurance for claims arising out of the performance of or failure to perform professional services, including, but not limited to the preparation of reports, designs, drawings and specifications, related to the investigation, detection, abatement, replacement, use or specification, or removal of products, materials or processes containing substances including, but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Accordingly,

the CLIENT hereby agrees to bring no claim for negligence, breach of contract indemnity or otherwise against the CONSULTANT, its principals, employees, and agents if such claim, in any way, would involve the CONSULTANT'S services for the investigation, detection, abatement, replacement, use or specification, or removal of products, materials or processes containing asbestos, asbestos cement pipe, and/or hazardous waste materials. CLIENT further agrees to defend, indemnify and hold harmless CONSULTANT, its officers, directors, principals, employees and agents from any asbestos and/or hazardous waste material related claims that may be brought by third parties as a result of the services provided by the CONSULTANT pursuant to this agreement except claims caused by the sole negligence or willful misconduct of the CONSULTANT.

ARTICLE 8. OWNERSHIP AND REUSE OF DOCUMENTS

8.1 CONSULTANT Ownership

All original papers, documents, drawings, electronic media and other work product of CONSULTANT, and copies thereof, produced by CONSULTANT pursuant to this agreement shall remain the property of CONSULTANT and may be used by CONSULTANT without the consent of CLIENT. Upon request and payment of the costs involved, CLIENT is entitled to a copy of all papers, documents and drawings provided CLIENT'S account is paid current.

8.2 Document Reuse

In the event the CLIENT, the CLIENT'S Contractors or Subcontractors, or anyone for whom the CLIENT is legally liable makes or permits to be made any changes to any reports, plans specifications or other construction documents prepared by the CONSULTANT without obtaining the CONSULTANT'S prior written consent, the CLIENT shall assume full responsibility for the results of such changes. Therefore the CLIENT agrees to waive any claim against the CONSULTANT and to release the CONSULTANT from any liability arising directly or indirectly from such changes. In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes. In addition, the CLIENT agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any Subcontractors of any tier from making any changes or modifications to the CONSULTANT'S construction documents without the prior written approval of the CONSULTANT and further requires the Contractor to indemnify both the CONSULTANT and the CLIENT from any liability or cost arising from such changes made without proper authorization.

8.3 Electronic Media Alteration and Reuse

Because CADD information stored in electronic form can be modified by other parties, intentionally or otherwise, without notice or indication of said modifications, CONSULTANT reserves the right to remove all indicia of its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by CONSULTANT in CADD form only for information and use by CLIENT for the specific purpose for which CONSULTANT was engaged. Said materials shall not be used by CLIENT, or transferred to any other party, for use in other projects, additions to the current project, or any other purpose for which the material was not strictly intended by CONSULTANT without CONSULTANT'S express written permission. Unauthorized modification or reuse of the materials shall be at CLIENT'S sole risk, and CLIENT agrees to defend, indemnify, and hold CONSULTANT harmless, from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the unauthorized modification or use of these materials.

Kari is one of six managing Principals and the Director of Water Resources. She has 20 years of experience working as Project Engineer and Project Manager for a variety of projects, primarily focused on utilities, water, wastewater, and storm drainage for both public and private clients. Kari specializes in assessment district engineering services, water, wastewater, and storm water planning studies, design, and treatment processes. As a Project Manager, she oversees and coordinates the technical design, maintains the budget and schedule, prepares status updates and maintains communication with the Client. She also coordinates with other project team members to ensure that they are apprised to the latest conditions of the project.

Kari has engineered water mains, storage reservoirs, booster stations, gravity sewers, wastewater treatment plants, lift stations, and pond systems, as well as water and wastewater master planning, hydraulic modeling, assessment district formation, vulnerability assessment, undergrounding of overhead utilities, utility and Client coordination, and funding procurement. Kari has been highly involved in the American Society of Civil Engineers, having served nearly every officer position including president. She also served as practitioner advisor, liaison to the student ASCE chapter for many years.

Kari is the former District Engineer for Heritage Ranch Community Services District. During her eight years, she provided services for a multitude of projects, including preparation of the water master plan and conservation plan, drought contingency plan, and development plan design and review for water and wastewater facilities.

REPRESENTATIVE PROJECTS

Sherwood Drive Underground Utility Assessment District, County of San Luis Obispo, CA

Served as Project Engineer in the establishment of an Assessment District for the undergrounding of the overhead utilities along Sherwood Drive in Cambria. Coordinated with all utility agencies, prepared cost estimates, met with affected property owners, prepared an Engineer's Report and Boundary Map for Board of Supervisor approval.

Sewer Assessment, Los Osos Community Services District, Los Osos, CA

Provided administration services to the District by assessing properties; preparing for property owners' voting and setting up public relations program.

Supplemental Water Supply (Inter-Tie) Assessment District, Nipomo Community Services District, Nipomo, CA

Project Manager for preparing Assessment District Engineer's Report for supplemental water supply, Nipomo CSD. Tasks included reviewing GIS parcel database between Nipomo CSD and County, developing database to be used as basis for Assessment District and tax roll, evaluating water demands and demand factors for various land uses



EDUCATION

BS, Civil Engineering, California Polytechnic State University, San Luis Obispo, CA

REGISTRATION

California Registered Civil Engineer, Number 66026

AFFILIATION

American Society of Civil Engineers (ASCE)

AWARDS

2009 ASCE Region 9 Award Winner: Outstanding Practitioner Advisor

2010 ASCE San Luis Obispo Branch Award Winner: Outstanding Younger Civil Engineer



and parcels, formulating water demand methodologies, and recommending water demand factors to be used for assigning benefit units, and preparing Engineer's Report in accordance with Prop 218 requirements. Also answered all customer questions, conducted several town hall meetings to discuss with the community the basis of assessment, and assisted the District through the Proposition 218 process.

Miller Park Assessment District, Nipomo Community Services District, Nipomo, CA

Project Manager for preparing Assessment District Engineer's Report for Miller Park, a new 1-acre park to be dedicated to the CSD by the County. Tasks included reviewing GIS parcel database between Nipomo CSD and County, developing database to be used as basis for Assessment District and tax roll, developing preliminary design of the Park including conceptual construction and operation/maintenance costs, recommending benefit units to parcels, and preparing Engineer's Report in accordance with Prop 218 requirements.

Sanitary Collection Sewer Master Plan, Pacific Grove, CA

Project Manager for the preparation of the Sewer System Management Plan and Sewer Collection System Master Plan. Served as Project Engineer for the Sewer Collection System Master Plan, which evaluated the capacity of the City's sewer collection system using a hydraulic model developed for the project. The evaluation of the system resulted in a short term and long term Capital Improvement Program, which included review and recommendations of the operations.

Pismo Oaks Lift Station, Pismo Beach, CA

Project Engineer for the alternative analysis and design of a 770 gpm submersible lift station. The City's deteriorating lift station was over 30 feet deep and had continual maintenance problems. An analysis was prepared to evaluate options to relocate the lift station to reduce the wet well and sewer main depths. Ultimately, the relocated lift station reduced the wet well to just over 15 feet and combined three sewers into one sewer. The site location was a small 15 ft x 15 ft site adjacent to a year-round pond. Hydrostal Screw Centrifugal Submersible Pumps were chosen to maintain self cleansing features. Due to the high visibility of the site, the lift station was screened with landscaping and fencing.



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	PROJECT DESCRIPTION DECISION PROCESS					
COMPLETE						
2	CONCEPT DEVELOPMENT (After Project Selection)					
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. Prop 218 Step	IGM or Ad-Hoc Comte	In Process. Complete by Nov 2019
f	Pursue State Planning 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. Prop 218 Step	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

**Los Olivos Community Services District
Los Olivos Phase 1 Wastewater Reclamation Project Budget**

Task No.	Task Description	Schedule Need	Item Total Budget	Notes
SOFT COSTS & GROUND WATER MONITORING PROGRAM				
1	Local LAMP Document		\$ 18,000	District
2	Los Olivos Water Quality Monitoring Plan Document		\$ 25,000	RWQCB
3	Preliminary Geotechnical Work. Percolation chamber/injection, Sewer trench, depth to groundwater/perched shelf height		\$ 100,000	District
4	Impliment GWMP		\$ 500,000	EHS/RWQCB
5	Concept Design to support Environmental and Prop 218 efforts	11/1/2019	\$ 15,000	District
6	Profession Concept Exhibits to support Environmental and Prop 218 efforts	12/1/2019	\$ 7,500	District
7	Prop 218 Engineers Report incl. Financial Plan, Rate Study & Revenue Requirements, Construction Financing Plan	12/1/2019	\$ 25,000	District
8	Prop 218 Implimentation Costs - Legal		\$ 15,000	District
9	Environment Document, Assume Mitigated Negative Declaration. Studies to Include hydrologic, water quality, endangered species, reasonable potential analysis		\$ 75,000	District
10	Permitting		\$ 30,000	District
11	County Planning Fees, Various Agency Permit Fees		\$ 12,000	District
12	Grant Matching Funds		TBD	District
13	Contingency (20%)		\$ 164,500	District
		TOTAL	\$ 987,000	
DESIGN COSTS				
14	Design Criteria Data and Summary Report For Package Plant, Incl. any additional geotech, Phase 1 Loads, Siting Layout		\$ 12,000	District
15	Site Drainage Report, County Development Requirement		\$8,500	District
16	Collection System Design, Including specifying Lift Stations		\$ 75,000	District
17	WWTP Site Design, in coop. with WWTP Supplier		\$ 50,000	District
18	Contingency (20%)		\$ 29,100	District
		TOTAL	\$ 174,600	
RIGHT-OF-WAY				
19	Siting Exhibits		\$ 7,000	District
20	Land Purchase		\$ 350,000	District - TBD (Placekeeper) Value of Ave. .5 Acre SFR Lot Approx \$350,000. Assume Perc. Chambers/inject in County ROW
21	Contingency (20%)		\$ 71,400	District

		TOTAL	\$ 428,400	
CONSTRUCTION TREATMENT PLANT & ASSOCIATED FACILITIES				
22	Power Supply Drop, Panels & Meter		\$ 35,000	District
23	Package Plant, in-place		\$ 1,600,000	District - Assume disinfected tertiary treatment, MBR technology
24	Headworks lift Station in-place		\$ 45,000	District
25	Sludge Slurry Storage Tank in-place		\$ 20,000	District - Partially Buried
26	Reclaimed Water Metering Tank in-place		\$ 20,000	District - Partially Buried
27	Plant Housing Structure		\$ 150,000	District
28	Percolation Chambers/Injection inc. pumps, infrastructure etc.		\$ 500,000	District
29	Upstream metering tank		\$ 40,000	District - Underground
30	Emergency Generator		\$400,000	District
31	CM/Inspection		\$ 144,600	District
32	Contingency (20%)		\$ 590,920	District
		TOTAL	\$ 3,545,520	
CONSTRUCTION COLLECTION SYSTEM PHASE 1				
33	Public Sewer Mains, Manholes, 8" D Main		\$ 4,500,000	District - Phases 1&2 - Downtown core (Includes small lot Residential. 10,000lf @ \$450/lf
34	Laterals Assume \$10,000/connection		\$750,000	District - Assume 75 Connections
35	Lift Stations (2), Incl. Power Drop, Panel, meter. Security (\$200,000 ea.)		\$ 400,000	Package Lift Station
36	Upstream metering tank		\$ 40,000	District - Underground
37	CM/Inspection		\$ 341,400	District
38	Contingency (20%)		\$ 1,206,280	District
		TOTAL	\$ 7,237,680	
PLANNING TOTAL			\$ 12,373,200	

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



October 23, 2019

SUBJECT: Funding Phases

The following are the identified "Funding Phases" for the Los Olivos Community Wastewater Program Project:

Special Tax Phase:

- District establishment
- Administrative structure
- Preliminary Work
 - Project Description Development
 - Work Plan
 - Preliminary Schedule
 - Preliminary Budget
 - Preliminary Design
 - Limited Special Studies and Planning Documents

(Optional) Soft Cost Funding Phase

- Only applicable if supplemental funding or grants available
- May include just some or all of the soft costs
 - Local Lamp
 - Groundwater Monitoring Program

Proposition 218 Special Assessment Phase:

- Replaces and eliminates Special Tax
- Can Include Soft Costs
 - Planning Documents
 - Engineering Studies (Geotechnical)
 - Environmental Studies
 - Design
- Construction Costs
 - Advertising and Award
 - Construction Management
 - Environmental Permit Compliance
- "Administrative Infrastructure" Costs
 - Monthly billing costs for O&M (or defer to O&M monthly fees)
 - Some District Administration Costs (or defer to O&M monthly fees)
- Funding Amendment Vote if necessary

Operations and Maintenance Phase:

- Supplemental to Prop 218 Assessment.
- User Connection and Monthly Service Fees.
 - Plant Operation
 - Plant Maintenance

Rank	Agency	Contact	Program	Grant/Loan Info	Eligibility	Eligible Uses	Funding Limits	Terms	Filing Dates	Other Notes
	Los Olivos CSD									
	Grant & Funding Opportunities			Best Fit based on Project Description and/or Eligibility						
1	County of Santa Barbara. countyofsb.org/phd/ehs/home.sbc		Environmental Health Services	Potential funding for Groundwater Management Plan, Local LAMP	Special Problem Area Within County					Mission of County vs. District
2	CA State Water Resources Control Board. www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/index.html	Kim Hanagan (916) 323-0624 kim.hanagan@waterboards.ca.gov	WATER RECYCLING FUNDING PROGRAM	50% Grant, 50% Loan for non-disadvantaged communities	funding for water recycling projects that offset or augment state or local fresh water supplies and water recycling research. These Guidelines establish requirements to obtain WRFPP funding; water recycling construction projects must also comply with the applicable requirements of the Policy for Implementing the Clean Water State Revolving Fund (CWSRF Policy)	Planning & Construction	50% Grant, 50% Loan	50% Grant, 50% Loan	Draft Program Document Routed October 15, 2019	
3	US Dept/ of Agriculture and Rural Development. www.rd.usda.gov/programs-services/water-waste-disposal-loan-grant-program/ca	Al Correale, Santa Maria Office (805) 863-9938 al.correale@ca.usda.gov	Water & Waste Disposal	USDA guarantees loans made by banks.	Towns, communities, census designated places with population less than 10K. Also banks and other commercial lenders are eligible applicants.	Costs associated with planning design and construction of new or existing systems. Projects such as storage, distribution and source development.	None	Negotiated between borrower and lender. Fixed and variable interest allowed.	Continuous filing.	Has office in Santa Maria. Currently has \$1.2B for California. Likes to partner and co-fund with other agencies. Interest rates for loans are based on MHI. loan vs. grant is based on community's level of distress.
3	CA State Water Resources Control Board. www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/index.html	Kim Hanagan (916) 323-0624 kim.hanagan@waterboards.ca.gov	Clean-up Abatement Account	Assistance for Disadvantaged Households with septic replacement and sewer connection costs.	MHI \$53,816 or lower. Funds may be requested by public agencies including Regional Water Boards, State Water Board, non-profits serving a DAC, community water systems serving a DAC.	Septic system repair or replacement, sewer connection costs.	Up to \$500K per grant. Over \$500K requires State Water Board Approval.	n/a	Continuous filing	
3	California Department of Water Resources. water.ca.gov/Work-With-Us/Grants-And-Loans/Sustainable-Groundwater	Kelley List (916) 651-9222 kelley.List@water.ca.gov	Sustainable Groundwater Implementation Grant Program	Provides funds for projects that address drought and groundwater investment to achieve sustainability such as groundwater recharge.	Public agencies	Development of groundwater recharge projects.	\$90 million available	Draft PSP expected Q4 2020, Q1 2021	Pre-application workshops being held throughout summer, grants will be awarded in fall.	Can apply for funding of a DAC within a community. Key is to get your project onto local IRWM's list of projects.
4	www.rd.usda.gov/programs-services/community-facilities-direct-loan-grant-program/ca	Katie Schmitt (530) 792-5827 kaitlin.schmitt@ca.usda.gov	Community Facility (CF) Grant	For communities that cannot qualify for a CF Loan.	Cities, towns, unincorporated areas with population of less than 20K.	Grants can be used for equipment, public buildings, etc. Not for operating expenses, feasibility studies or community recreation facilities.	Average \$30,000	n/a	Continuous filing.	

4	CA State Water Resources Control Board. www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/index.html	Jennifer Toney (916) 319-8246 jennifer.toney@waterboards.ca.gov; a. Katie McNeill – Grant Coordinator SLO RWQCB Region 3	Clean Water State Revolving Fund Program	Loan financing, some principle forgiveness. Grants available for small disadvantaged communities. c. Strongly suggested we apply for an SRF Loan NOW, qualifies us for an "Intended Use Plan" for the 2020-21 Funding Cycle, gives us access to various SRF Pockets (includes Water Recycling Funding Program discussed at our October 9 meeting)	Public agencies, 501(c)(3) non-profits	Wastewater collection and treatment facilities. Reuse or recycling of wastewater. Funds can be used for planning, design, construction, construction management, administration and value engineering.	\$625 million available (financed through State GO Bonds)	Loans at one-half of GO Bond interest rate.		Planning grants up to \$500K, construction grants up to \$8 million. Potential for additional money if our ground water is part of source of drinking water (watershed). Prop 1 Funds poor bet-mostly allocated
4	CA Department of Housing and Community Development. http://www.hcd.ca.gov/fa/cdbg/index.html	Connie Mallavia (916) 263-2711 Jon Diedsch (916) 263-2561	Community Development Block Grant - Water Funding Programs	Grants to City or County (we would need County assistance to get this)	Cities or Counties that do not receive funding from HUD's CDBG entitlement program.	Pay for feasibility study, final plans, specs, site acquisition and construction, and grant admin costs. Pay for repair or new construction of town's water tank. Pay for one-time assessments for low-income HH. Pay for installation of private laterals and hook-up fees for low-income HH.	Varies by activity	NOFA scheduled for release mid-2019		Since Los Olivos is not an incorporated city, we would need assistance from the County to request on our behalf.
5	CA Infrastructure and Economic Development Bank (IBANK). www.ibank.ca.gov/ibank/programs/isrf and www.ibank.ca.gov/ibank/programs/what-is-clean	loanprogram@ibank.ca.gov Cooperative Bank (Co-Bank) Fed Funding in 4% Range (916) 341-6600 CSDA Has Assistance Resources, CRWA has Assistance Resources	Loan	Provides financing for public infrastructure projects such as water treatment, flood control and drainage, sewage collection and treatment.	Covers part or all costs of construction, renovation, and acquisition of land, structures, rights of way, licenses, easements. Demolition and construction costs, machinery, equipment, architectural engineering, costs. Financial costs such as interest expenses, provisions for working capital, reserves for principal and interest. Legal expenses and other expenses incidental to the project.	Cannot be used for housing, debt refinancing or privately owned infrastructure.	\$50K to \$25M. Larger loans available with board approval.	Useful life not to exceed 30years. Applications continually accepted. Interest rate based on MHI.		
5	CA Rural Water Association (CRWA). https://calruralwater.org/	Dustin Hardwick and Marshall Locke	Can help with USDA Rural Guaranteed loans, Cooperative Bank Loans, 4% range	Provides financing for public infrastructure projects such as energy efficiency, renewable energy, water sector, alternative technologies and alternative fuels. Utility rate studies, MHI Survey, engineering services, backflow testing.	Cities, counties, special districts, non-profits.		Membership based on number of connections. Ex: 200-499 is \$519. 500-999 is \$612 annually.	4% Range		Resource could be helpful for MHI Survey, As well as Capital Project loan.
7	www.rd.usda.gov/programs-services/community-facilities-direct-loan-grant-program/ca	Katie Schmitt (530) 792-5827 kaitlin.schmitt@ca.usda.gov	Community Facility (CF) Direct Loan	Finance new construction or repair. Development of essential community services.	Cities, towns, unincorporated areas with population of less than 20K.	Construct or repair roadways (not including private roads).	None. Average size is \$3-5 million.	Loans 4.25%, 40 years.	Continuous filing.	

7	www.rd.usda.gov/programs-services/community-facilities-direct-loan-grant-program/ca	Katie Schmitt (530) 792-5827 kaitlin.schmitt@ca.usda.gov	Community Facility (CF) Guarantee	Guarantees loans to lenders.	Cities, towns, unincorporated areas with population of less than 20K. Also banks and other commercial lenders are eligible applicants.	Loans can be used for real estate, equipment, land acquisition.	None	Negotiated between borrower and lender. Fixed and variable interest allowed.	Continuous filing.	
7	US Bureau of Reclamation. https://www.usbr.gov/lc/	Dennis Wolfe, Area Engineer (951) 695-5310 atdwolfe@usbr.gov	Title XVI - Water Reclamation and Reuse Grant	Identifies and investigates opportunities to reclaim and reuse wastewaters and impaired ground and surface water.	Complete a Title XVI Feasibility Study with review and certification by Reclamation that meets all of the requirements of Reclamation Manual Release WTR 11-01. The recipient must provide at least 75% of the total project cost.	Can be used for planning, design and construction. Projects should be for collection, treatment and reuse of wastewater. Reuse includes irrigation and other opportunities to "stretch" water resources.	Total available is \$20M. Number of applications to be awarded a grant is 4 to 8.	None	Deadline to file is June 28, 2019. (FOA fiscal season begins Oct. 1)	FOAs (Funding Opportunity Announcements) are continuously posted, complete SAM (System Award Management) registration to get onto list to be automatically informed of upcoming opportunities.
7	https://www.usbr.gov/lc/	Dennis Wolfe, Area Engineer (951) 695-5310 atdwolfe@usbr.gov	WaterSMART: Basin Study Program	Basin study projects	Each FOA will specify eligibility requirements	Each FOA will list eligible uses	Each FOA will specify			This is an area with collaboration with the county is very probable for the needed basin studies.
7	CA State Water Resources Control Board. www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/index.html	Jennifer Toney (916) 319-8246 jennifer.toney@waterboards.ca.gov	Small Community Wastewater Program	Grants and/or low interest loans (Prop 1 GO Bonds) for small, disadvantaged communities.	Population less than 10K, MHI \$53,816 or lower.	Wastewater planning, design, construction, land acquisition.	\$260 million	Loans at 1%	Continuous filing	Loans at 1:2 debt ratio with revenue stream (Prop 218). County can assist with authorization.
7	CA State Water Resources Control Board. www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/index.html	Michael Downey (916) 324-8404 michael.downey@waterboards.ca.gov	Water Recycling Funding Program	Grants and low interest loans	Construction of water recycling, distribution, storage, treating including groundwater recharge facilities, planning including development of construction plan.	O&M, decorative items, improvement on private property and all other not part of construction plan. Pollution control studies.	Prop 13 construction grants limited to 25% of eligible construction costs up to \$4million. Prop 1 grants limited to 35% of eligible costs up to \$15 million.	Loans at half of GO interest rate for 30 years.	Continuous filing	
7	CA State Water Resources Control Board. www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/index.html	Robert Reeves (916) 319-8254 robert.reeves@waterboards.ca.gov	Groundwater Sustainability Funding Program	Funds for projects to prevent or clean-up contamination of groundwater that serves or had served as a source of drinking water.	Public agencies, public utilities, non-profits, mutual water companies.	Planning and implementation of projects that meet priorities and preferences of funding guidelines (under development). Cannot be used for O&M.	TBD	TBD		

7	California Department of Water Resources. water.ca.gov/Work-With-Us/Grants-And-Loans/Sustainable-Groundwater	Kelley List (916) 651-9222 kelley.List@water.ca.gov	IRWM Grant Program	Public agency works with its local IRWM.	Projects consistent with goals and objectives of local IRWM.	Water recycling, watershed protection, sustainable groundwater planning and management, stream restoration,	\$47million and another \$88 million for projects addressing drought and groundwater investments.	n/a	Pre-application workshops being held throughout summer, grants will be awarded in fall.	Can apply for funding of a DAC within a community. Key is to get your project onto local IRWM's list of projects.
7	CA Department of Housing and Community Development. http://www.hcd.ca.gov/facdbg/index.html	Connie Mallavia (916) 263-2711 Jon Diedsch (916) 263-2561	Community Development Block Grant -Wastewater Funding Programs	Grants to City or County (we would need County assistance to get this)	Cities or Counties that do not receive funding from HUD's CDBG entitlement program.	Pay for feasibility study, final plans, specs, site acquisition and construction, and grant admin costs.Rehabilitate or construct sewer/water lines and/or sewer lift stations. Pay for one-time assessments for low-income HH. Pay for installation of private laterals and hook-up fees for low-income HH.	Varies by activity	NOFA scheduled for release mid-2019		Same Block Grant can be applied for use in Roadway Improvements.
7	CA Lending for Energy and Environmental Needs (CLEEN) Center. www.ibank.ca.gov/ibank/programs/isrf and www.ibank.ca.gov/ibank/programs/what-is-clean	loanprogram@ibank.ca.gov (916) 341-6600	Loan	Provides financing for public infrastructure projects such as energy efficiency, renewable energy, water sector, alternative technologies and alternative fuels.	Applicants include local governments, special districts, cities, counties, JPAs and non-profits.	Water/wastewater, pipeline, mining/excavation and similar end-use process facilities, buildings and infrastructure.	\$500K to \$30M with larger loans available with board approval.	Useful life not to exceed 30years. Applications continually accepted. Interest rate based on MHI.		
7	CA Natural Resources Agency	bondsandgrants@resources.ca.gov	Proposition 68 Grants	Grants	100% of funds must benefit disadvantage communities and have a construction component with goal of reconnecting Californians to nature.	Creating, improving or rehabilitating green infrastructure with projects such as parkways, trails, greenways and green spaces. Alleyway conversions, bike paths, and restoration.	Varies based on project and need.	Not yet defined.		Could be useful to help with landscaping and beautifying the area around the package plant.
7	CA Rural Water Association (CRWA). https://calruralwater.org/	John Wendele (916) 553-4900 Also Dustin Hardwick and Marshall Locke	Training, Specialized Services, Technical Assistance for water and wastewater utilities.	Provides financing for public infrastructure projects such as energy efficiency, renewable energy, water sector, alternative technologies and alternative fuels. Utility rate studies, MHI Survey, engineering services, backflow testing.	Cities, counties, special districts, non-profits.	Training, specialized utilities services programs, insurance, technical/on-site assistance, operator training, on-site contract training. Hosts an annual education and exhibitor expo.	Membership based on number of connections. Ex: 200-499 is \$519. 500-999 is \$612 annually.	n/a		Resource could be helpful for MHI Survey, operation of solution.
7	California Special District Association (CSDA)				Cathrine Lemaire, Program Manager, CSDA Finance Corporation, 1112 I Street, Suite 200, Sacramento, CA 95814 & Saul Rosenbaum of Prager & Co. who acts as municipal advisor for CSDA	Capital Project		4% Range		CSDA Financing through I-Bank.
7	US Dept/ of Agriculture and Rural Development. www.rd.usda.gov/programs-services/water-waste-disposal-loan-grant-program/ca	Pete Yribarren (805) 863-9928 pete.yribarren@ca.usda.gov	Water & Waste Disposal Program	Loans and grants to develop and rehabilitate community water systems	Towns, communities, census designated places with population less than 10K.	Costs associated with planning, design and construction of new or existing systems. Projects such as storage, distribution and source development.	None. Average Project size is \$3-5 million.	Loans 2.5 to 4.25%, fixed, 40 years	Continuous filing.	Has office in Santa Maria. Currently has \$1.2B for California. Likes to partner and co-fund with other agencies. Interest rates for loans are based on MHI. loan vs. grant is based on community's level of distress.

Los Olivos Community Services District
Wastewater Master Schedule
DRAFT

ID	Task Name	Duration	Start	4/18	7/18	10/18	1/19	4/19	7/19	10/19	1/20	4/20	7/20	10/20	1/21	4/21	7/21	10/21	1/22
1	ADMINISTRATIVE ORGANIZATIONAL STEPS	186 days	Tue 5/1/18																
2	Vote and Initial Misc Set-up Costs	1 day	Tue 5/1/18																
3	Interim Meeting Location, Brown Act Training,	30 days	Tue 5/1/18																
4	Secure CSD Attorney Services	14 days	Wed 8/1/18																
5	Secure CSD Interim General Manager	45 days	Wed 8/1/18																
6	Complete "Dry Period Funding" Agreement with County	45 days	Wed 8/1/18																
7	Obtain District Liability and Loss Insurance	30 days	Thu 8/16/18																
8	Obtain CSDA Membership	30 days	Thu 8/16/18																
9	Engage Chamber of Commerce																		
10	Complete Community Update/MailChimp Opt-In Contact Li	5 days	Thu 9/27/18																
11	Organize Board Committees	90 days	Wed 9/12/18																
12	Accounting and warrant issue services contract with County Auditor/Controller	30 days	Mon 10/1/18																
13	IRWM Participation	30 days	Tue 10/9/18																
14	Scrub Assessment Parcels for legal Exemptions	21 days	Wed 11/14/18																
15	Develop new policies (Committees, Assessment Exemptior	21 days	Wed 11/14/18																
16																			
17	PROPOSITION 118 STEPS INTEGRATED WITH PLANNING, ENVIRONMENTAL, PRELIMINARY DESIGN, FINAL DESIGN AND CONSTRUCTION																		
18	PLANNING	555 days	Tue 10/9/18																
19	Complete LAFCO Extension Letter	43 days	Tue 10/9/18																
20	Consider adequacy of existing studies.	191 days	Wed 1/16/19																
21	Obtain initial Regulatory Agency input to support funding and implementation of Local LAMP, funding, environmental scope	221 days	Wed 12/5/18																
22	Develop a funding and financing plan for the costs.	150 days	Wed 4/10/19																
23	Pursue a State planning grants/loans. Determine County and RWQCB Resources	132 days	Thu 8/1/19																
24	Pursue Capital Project Construction funding grants and loa	242 days	Thu 8/1/19																
25	Initiate a Prop 218 public outreach program.	360 days	Wed 1/9/19																
26	Prepare Local Lamp	150 days	Wed 10/9/19																
27	Prepare Groundwater Monitoring Program	90 days	Wed 11/13/19																
28	Impliment Groundwater Monitoring Program	180 days	Tue 3/17/20																
29																			
30	CONCEPT SELECTION	156 days	Wed 1/9/19																
31	Meet with the State Water Resources Control Board staff and County Environmental Health Staff to discuss the project	66 days	Wed 1/9/19																
32	Option Selection Process Step 1. Suggest narrow to no more than 3 options based on existing studies, with some supplemental information.	45 days	Wed 3/13/19																
33	Public Workshops	60 days	Wed 5/8/19																
34	Option Selection Prepare and adopt Project Description.	11 days	Wed 7/31/19																
35																			
36	CONCEPT/PRELIMINARY DESIGN																		
37	Prepare concept plans which develop the soft costs and capital and O&M costs that will form the basis of the assessment and financing.	30 days	Wed 11/13/19																
38	30% Design, prepare estimates for total project costs	30 days	Wed 3/11/20																

Los Olivos CSD WWTP Project
Date: Mon 9/9/19

Summary Task Manual Milestone Manual Progress

Los Olivos Community Services District
Wastewater Master Schedule
DRAFT

ID	Task Name	Duration	Start	4/18	7/18	10/18	1/19	4/19	7/19	10/19	1/20	4/20	7/20	10/20	1/21	4/21	7/21	10/21	1/22
39	Prepare Draft Environmental Exhibits (i.e Area of Potential Impact (APE) map, simplified exhibit maps as needed for Environmental Studies)	30 days	Wed 3/11/20									■							
40																			
41	ENVIRONMENTAL DOCUMENT	179 days	Wed 3/11/20									■	■	■					
42	Hire professional environmental services consultant.	30 days	Wed 3/11/20									■							
43	Prepare preliminary Environmental Assessment and determine appropriate environmental Document to pursue.	7 days	Tue 4/21/20									■							
44	Prepare CEQA compliance document, distribute for review, hold public hearing and certify.	150 days	Tue 4/21/20									■	■	■					
45																			
46	FINAL DESIGN	120 days	Mon 11/16/20																
47	Complete 95% design plans, Specifications and Estimates. 100% pending agency permit completion.	120 days	Mon 11/16/20																
48																			
49	PERMITTING	120 days	Mon 11/16/20																
50	Prepare, submit, negotiate and obtain Environmental Agency Permits: RWOCB, County Encroachment Permit, Possible ACOE, CADFWL.	120 days	Mon 11/16/20																
51																			
52	PROP 118 STEPS REMAINING	214 days	Wed 1/8/20																
53	Adopt a preliminary District budget.	30 days	Wed 1/8/20									■							
54	Enact a Resolution of Intent to levy the assessment, authorize the Engineer's Report, and set the date for a	30 days	Wed 3/11/20									■							
55	Prepare an Engineer's Report to allocate the costs to each	90 days	Wed 3/11/20									■	■	■					
56	Provide notice of the public hearing.	45 days	Tue 7/14/20										■						
57	Conduct a public hearing and majority protest vote.	7 days	Wed 9/16/20																
58	Board vote for approval to levy the assessment.	7 days	Wed 10/14/20																
59	Report the amount of each assessment to the County Assessor's Office so that they can be incorporated into the next property tax roll.	7 days	Fri 10/23/20																
60																			
61	ADVERTISE AND AWARD FOR CONSTRUCTION	30 days	Fri 4/30/21																
62	Select CM/Inspection Services Consultant	14 days	Fri 4/30/21																
63	Advertise Minimum of two weeks with three published announcements in three publications with two having regional circulation. (Usually advertise 21-28 days)	30 days	Fri 4/30/21																
64	Bid Opening, bid evaluation, Board action for award & execution of Contract.	1 day	Thu 6/10/21																
65																			
66	CONSTRUCTION	240 days	Thu 6/10/21																
67	Noticing	7 days	Thu 6/10/21																
68	Construction	240 days	Thu 6/10/21																
69																			
70	START-UP AND OPERATIONS	14 days	Wed 5/11/22																
71	Plant Start-up	14 days	Wed 5/11/22																
72	Operations and Maintenance Phase	1 day	Mon 5/30/22																
73																			
74																			
75																			
76																			
77																			
78																			

Los Olivos CSD WWTP Project
Date: Mon 9/9/19

Summary ■ Task ■ Manual Milestone ◆ Manual Progress ■



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ORANGE COUNTY | LOS ANGELES | RIVERSIDE | CENTRAL VALLEY

AWATTORNEYS.COM

October 7, 2019

VIA EMAIL ONLY to dpike@mnsengineers.com

Mr. Doug Pike, Interim General Manager
Los Olivos Community Services District
P.O. Box 345
Los Olivos, CA 93441

Re: **October 2019 Billing Statement (for services through 9/30/19);
Aleshire & Wynder, LLP**

Dear Doug:

Enclosed please find a billing statement for the month of October, which includes services rendered and costs incurred by Aleshire & Wynder, LLP, through September 30, 2019.

Should you have any questions or require additional information concerning the foregoing, please let me know.

Sincerely,

ALESHIRE & WYNDER, LLP

Eileen Lee for
G. Ross Trindle, III

Enclosure

LOS OLIVOS COMMUNITY SERVICES DISTRICT (01245)
MONTHLY BILLING SUMMARY

Billing Period: September 1 thru September 30, 2019

	Total Hours	Hourly Rate	Total Fees	Total Costs	Total Fees & Costs	Writeoff Value	Comments
0001 General	12.40	190	2,356.00	625.47	3,591.47	0.00	(Advisory/Transactional Svcs)
(\$190 Blended: Atty / Paralegal / Law Clerk)	6.10	100	610.00				
TOTALS:	18.50		2,966.00	625.47	3,591.47	0.00	



**ALESHIRE &
WYNDER** LLP
ATTORNEYS AT LAW

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Federal Tax ID: 55-0814676

Los Olivos Community Services District
Attn: Mr. Doug Pike, Interim General Manager
2540 Alamo Pintado Avenue
Los Olivos, CA 93441

October 7, 2019
Bill No. 53560

For Legal Services Rendered Through 09/30/19

CLIENT: 01245 - Los Olivos Community Services District
MATTER: 0001 - General

PROFESSIONAL SERVICES

Date	Attorney	Description	Hours	Amount
09/06/19	GRT	(GANN LIMIT RESOLUTION) REVIEW AND REVISE AND DRAFT TRANSMITTAL TO INTERIM GENERAL MANAGER ON GANN RESOLUTION	0.50	95.00
	GRT	(PURCHASING POLICY) DRAFT PURCHASING POLICY AND ACCOMPANYING RESOLUTION	0.80	152.00
09/09/19	GRT	(PURCHASING POLICY) REVIEW AND REVISE DRAFT PURCHASING POLICY AND ACCOMPANYING RESOLUTION; DRAFT TRANSMITTAL TO INTERIM GENERAL MANAGER RE SAME	0.70	133.00
	GRT	(GANN LIMIT RESOLUTION) BRIEF EMAIL EXCHANGE WITH INTERIM GENERAL MANAGER RE ADDITION OF GANN LIMIT CALCULATIONS	0.20	38.00
09/11/19	GRT	(REGULAR BOARD MEETING) COMPLETE PREPARATION FOR AND ATTEND REGULAR BOARD MEETING	2.80	532.00
09/17/19	GRT	(BOARD TERMS RESOLUTION) DIRECT FOLLOW UP AND SCOPE OF WORK RE DRAFTING OF RESOLUTION FIXING DIFFERENT TERMS OF OFFICE FOR DIRECTORS TO STAGGER TERMS ACROSS ENTIRE BOARD OF DIRECTORS	0.30	57.00

PROFESSIONAL SERVICES

Date	Attorney	Description	Hours	Amount
09/19/19	WGA	(BOARD TERMS RESOLUTION) ANALYZE BACKGROUND TO DETERMINE PROCESS FOR STAGGERING BOARD TERMS	0.90	171.00
09/23/19	WGA	(BOARD TERMS RESOLUTIONS) DRAFT RESOLUTION STAGGERING TERMS OF BOARD OF DIRECTORS	1.10	209.00
	GRT	(TERMS OF OFFICE) REVIEW AND REVISE RESOLUTION RE SELECTION PROCESS FOR STAGGERING OF TERMS OF OFFICE	0.70	133.00
	GRT	(RESOLUTIONS) REVISE DRAFT RESOLUTION ESTABLISHING PROCESS FOR STAGGERING OF DIRECTOR TERMS OF OFFICE; COMPLETE LEGAL RESEARCH IN SUPPORT OF SAME	0.80	152.00
	GRT	(RESOLUTIONS) DRAFT AND REVISE RESOLUTION ESTABLISHING STAGGERED TERMS OF OFFICE PER SELECTION PROCESS; COMPLETE LEGAL RESEARCH IN SUPPORT OF SAME	0.70	133.00
	GRT	(RESOLUTIONS) DRAFT AND REVISE RESOLUTION MOVING ELECTIONS FROM OFF-NUMBERED YEARS TO EVEN-NUMBERED YEARS; COMPLETE LEGAL RESEARCH IN SUPPORT OF SAME	0.60	114.00
	GRT	(INTERIM GENERAL MANAGER) DRAFT TRANSMITTAL TO INTERIM GENERAL MANAGER RE RESOLUTIONS FOR SELECTION OF PROCESS FOR STAGGERING TERMS OF OFFICE, ESTABLISHMENT OF STAGGERED TERMS OF OFFICE, AND MOVING ELECTIONS FROM ODD-NUMBERED YEARS TO EVEN-NUMBERED YEARS	0.40	76.00
09/27/19	JLT	(PROP 218) RESEARCH WHICH PROCESS DISTRICT HAS TO COMPLETE FIRST TO LEVY ASSESSMENT FOR WASTE WATER	1.80	180.00
09/30/19	GRT	(PROP 218 MEMO) REVISE AND UPDATE PROP 218 MEMO; DRAFT TRANSMITTAL TO BOARD OF DIRECTORS AND INTERIM GENERAL MANAGER	1.90	361.00

PROFESSIONAL SERVICES

Date	Attorney	Description	Hours	Amount
09/30/19	JLT	(PROP 218) RESEARCH NOTICE PROCEDURE FOR LEVYING ASSESSMENT	2.20	220.00
	JLT	(PROP 218) RESEARCH AND DRAFT WASTEWATER ASSESSMENT PROCEDURE	2.10	210.00
Total Professional Services			18.50	\$2,966.00

PROFESSIONAL SERVICES SUMMARY

Code	Name	Hours	Rate	Amount
WGA	William G. Ash	2.00	190.00	380.00
JLT	Jamie L. Traxler, Law Clerk	6.10	100.00	610.00
GRT	George "Ross" Trindle	10.40	190.00	1,976.00
Total Professional Services		18.50		\$2,966.00

DISBURSEMENTS

Date	Description	Amount
09/25/19	TRAVEL EXPENSE 14I5920-(TO 970 EMBARCADERO DEL MAR, SPLIT W/ 01233-0001, 08/13/19);Check#30634 - G. Ross Trindle, III	46.98
09/25/19	TRAVEL EXPENSE 14I5920-(FROM IVCS D TO LOCSD, 1ST HALF OF TRIP, 08/13/19);Check#30634 - G. Ross Trindle, III	21.22
09/25/19	MEALS / ENTERTAINMENT 14I5920-(FIRESTONE WALKER BREWING CO, DINNER, BOARD MEETING, 08/14/19);Check#30634 - G. Ross Trindle, III	20.00
09/25/19	TRAVEL EXPENSE 14I5920-(FROM LOCSD TO IVCS D-2nd HALF OF TRIP, 08/15/19);Check#30634 - G. Ross Trindle, III	21.22
09/25/19	TRAVEL EXPENSE 14I5920-(FROM IVCS D TO RIV- SPLIT W/ 01233.0001, [2nd HALF OF TRIP], 08/15/19);Check#30634 - G. Ross Trindle, III	46.98
09/25/19	TRAVEL EXPENSE 14I5920-(HAMPTON INN, BUELLTON, SPLIT W/ 01233.0001, 08/13/19);Check#30634 - G. Ross Trindle, III	154.50
09/25/19	TRAVEL EXPENSE 14I5920-(TO 970 EMBARCADERO DEL MAR, SPLIT W/ 01233.0001, 09/10/19);Check#30634 - G. Ross Trindle, III	46.98
09/25/19	TRAVEL EXPENSE 14I5920-(FROM IVCS D TO LOCSD-REGULAR BOARD MTG, 1st HALF OF TRIP, 09/10/19);Check#30634 - G. Ross Trindle, III	21.22

Client: 01245 - Los Olivos Community Services District
Matter: 0001 - General

October 7, 2019
Page 4

DISBURSEMENTS

Date	Description	Amount
09/25/19	MEALS / ENTERTAINMENT 1415920-(FIRESTONE WALKER BREWING CO. DINNER - BOARD MEETING, 09/11/19);Check#30634 - G. Ross Trindle, III	20.00
09/25/19	TRAVEL EXPENSE 1415920-(FROM LOCSD TO IVCSD-2ND HALF OF TRIP, 09/12/19);Check#30634 - G. Ross Trindle, III	21.22
09/25/19	TRAVEL EXPENSE 1415920-(FROM IVCSD TO RIV, 2ND HALF OF TRIP, SPLIT W/ 01233.0001, 09/12/19);Check#30634 - G. Ross Trindle, III	46.98
09/25/19	TRAVEL EXPENSE 1415920-(HAMPTON INN, BUELLTON, SPLIT W/ 01233.0001, 09/10/19);Check#30634 - G. Ross Trindle, III	158.17
	Total Disbursements	<u>\$625.47</u>
	CURRENT BILL TOTAL AMOUNT DUE	<u><u>\$3,591.47</u></u>
	Balance Forward:	6,932.27
	Payments & Adjustments:	-0.00
	Total Due:	<u><u>\$10,523.74</u></u>

Please return this page with remittance

to
Aleshire & Wynder, LLP

Bill Number: 53560
Bill Date: October 7, 2019
Client Code: 01245
Client Name: Los Olivos Community Services District
Matter Code: 0001
Matter Name: General

Total Professional Services	2,966.00
Total Disbursements	625.47
CURRENT BILL TOTAL AMOUNT DUE	<u>\$3,591.47</u>
Balance Forward:	6,932.27
Payments & Adjustments:	-0.00
Total Due:	<u>\$10,523.74</u>

Amount enclosed: _____

Thank You



BUELLTON, CA 93427
 United States of America
 TELEPHONE 805-686-1555 • FAX 805-686-0898
 Reservations
 www.hilton.com or 1 800 HILTONS

TRINDLE, G

Room No: 329/NKXU
 Arrival Date: 8/13/2019 4:52:00 PM
 Departure Date: 8/15/2019 10:26:00 AM
 Adult/Child: 1/0
 Cashier ID: EGUEST
 Room Rate: 135.48
 AL:
 HH # 629895263 DIAMOND
 VAT #
 Folio No/Che 84288 A

Confirmation Number: 86034276

HAMPTON INN & SUITES BUELLTON/SANTA YNEZ VALLEY 8/15/2019 10:26:00 AM

DATE	REF NO	DESCRIPTION	CHARGES
8/13/2019	184881	GUEST ROOM	\$135.48
8/13/2019	184881	OCCUPANCY TAX	\$16.26
8/13/2019	184881	TBID	\$2.50
8/13/2019	184881	CA TOURISM ASSESMENT	\$0.26
8/14/2019	185104	GUEST ROOM	\$135.48
8/14/2019	185104	OCCUPANCY TAX	\$16.26
8/14/2019	185104	TBID	\$2.50
8/14/2019	185104	CA TOURISM ASSESMENT	\$0.26
8/15/2019	185201	AX *1000	(\$309.00)
BALANCE			\$0.00

Hilton Honors(R) stays are posted within 72 hours of checkout. To check your earnings or book your next stay at more than 5,700 hotels and resorts in 113 countries, please visit Honors.com

CREDIT CARD DETAIL

APPR CODE	203672	MERCHANT ID	3343897716
CARD NUMBER	AX *1000	EXP DATE	12/22
TRANSACTION ID	185201	TRANS TYPE	Sale

SPLIT 1233.1
 1245.1 REGULAR BOARD MEETING

01233-0001 - \$154.50
 01245-0001 - \$154.50



HAMPTON INN & SUITES BUELLTON/SANTA YNEZ VALLEY
 600 MCMURRAY RD
 BUELLTON, CA 93427
 United States of America
 TELEPHONE 805-686-1555 • FAX 805-686-0898
 Reservations
 www.hilton.com or 1 800 HILTONS

TRINDLE, G

Room No: 330/NKRU
 Arrival Date: 9/10/2019 2:23:00 PM
 Departure Date: 9/12/2019 12:08:00 PM
 Adult/Child: 1/0
 Cashier ID: ECEJA
 Room Rate: 138.75
 AL:
 HH # 629895263 DIAMOND
 VAT #
 Folio No/Che 84290 A

Confirmation Number: 86034660

HAMPTON INN & SUITES BUELLTON/SANTA YNEZ VALLEY 9/12/2019
 12:07:00 PM

DATE	REF NO	DESCRIPTION	CHARGES
9/10/2019	190596	GUEST ROOM	\$138.75
9/10/2019	190596	OCCUPANCY TAX	\$16.65
9/10/2019	190596	TBID	\$2.50
9/10/2019	190596	CA TOURISM ASSESMENT	\$0.27
9/11/2019	190762	GUEST ROOM	\$138.75
9/11/2019	190762	OCCUPANCY TAX	\$16.65
9/11/2019	190762	TBID	\$2.50
9/11/2019	190762	CA TOURISM ASSESMENT	\$0.27
9/12/2019	190849	AX *1000	(\$316.34)
BALANCE			\$0.00

Hilton Honors(R) stays are posted within 72 hours of checkout. To check your earnings or book your next stay at more than 5,700 hotels and resorts in 113 countries, please visit Honors.com

CREDIT CARD DETAIL

APPR CODE	209972	MERCHANT ID	3343897716
CARD NUMBER	AX *1000	EXP DATE	12/22
TRANSACTION ID	190849	TRANS TYPE	Sale

01233-0001-\$158.17
 01245-0001-\$158.17



**ALESHIRE &
WYNDER** LLP
ATTORNEYS AT LAW

ORANGE COUNTY | LOS ANGELES | RIVERSIDE | CENTRAL VALLEY

Eileen Lee
eelee@awattorneys.com

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Irvine, CA 92612
P (949) 223.1170
F (949) 223.1180

AWATTORNEYS.COM

November 4, 2019

VIA EMAIL ONLY to dpike@mnsengineers.com

Mr. Doug Pike, Interim General Manager
Los Olivos Community Services District
P.O. Box 345
Los Olivos, CA 93441

Re: **November 2019 Billing Statement (for services through 10/31/19);
Aleshire & Wynder, LLP**

Dear Doug:

Enclosed please find a billing statement for the month of November, which includes services rendered and costs incurred by Aleshire & Wynder, LLP, through October 31, 2019.

Should you have any questions or require additional information concerning the foregoing, please let me know.

Sincerely,

ALESHIRE & WYNDER, LLP

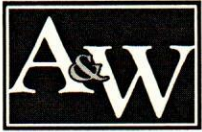
Eileen Lee *for*
G. Ross Trindle, III

Enclosure

LOS OLIVOS COMMUNITY SERVICES DISTRICT (01245) MONTHLY BILLING SUMMARY

Billing Period: October 1 thru October 31, 2019

	Total Hours	Hourly Rate	Total Fees	Total Costs	Total Fees & Costs	Writeoff Value	Comments
0001 General (\$190 Blended: Atty / Paralegal / Law Clerk)	12.10	190	2,299.00	0.00	2,299.00	0.00	(Advisory/Transactional Svcs)
TOTALS:	12.10		2,299.00	0.00	2,299.00	0.00	



**ALESHIRE &
WYNDER** LLP
ATTORNEYS AT LAW

Orange County
18881 Von Karman Ave., Suite 1700
Irvine, CA 92612
P 949.223.1170 • F 949.223.1180
awattorneys.com

Federal Tax ID: 55-0814676

Los Olivos Community Services District
Attn: Mr. Doug Pike, Interim General Manager
2540 Alamo Pintado Avenue
Los Olivos, CA 93441

November 4, 2019
Bill No. 53946

For Legal Services Rendered Through 10/31/19

CLIENT: 01245 - Los Olivos Community Services District
MATTER: 0001 - General

PROFESSIONAL SERVICES

Date	Attorney	Description	Hours	Amount
10/01/19	GRT	(PROP 218) PHONE CONFERENCE WITH IGM RE PROP 218 PROCESS AND CURRENT INTENDED PHASING MODEL FOR PLANNING AND CONSTRUCTION; REVIEW AND ANALYSIS OF FOLLOW UP EMAIL EXCHANGE OF IGM AND BOARD PRESIDENT RE SAME	0.60	114.00
	BJH	(AB 5 MEMO RE INDEPENDENT CONTRACTORS) REVIEW AND ANALYZE THE TEXT OF AB 5 TO DETERMINE HOW IT WILL IMPACT CITY CONTRACTS AND THE BEST APPROACH FOR CONTRACTING GOING FORWARD IN LIGHT OF AB 5; REVIEW AND ANALYZE THE TEXT OF AB 5 IN RELATION TO EMPLOYMENT LAW REGARDING INDEPENDENT CONTRACTORS	0.10	19.00
10/02/19	BJH	(AB 5 MEMO RE INDEPENDENT CONTRACTORS) CONTINUE TO REVIEW AND ANALYZE THE TEXT OF AB 5 IN RELATION TO EMPLOYMENT LAW REGARDING INDEPENDENT CONTRACTORS TO DETERMINE HOW IT WILL IMPACT CITY CONTRACTS AND THE BEST APPROACH FOR CONTRACTING GOING FORWARD IN LIGHT OF AB 5 AND BEGIN DRAFTING ADVISORY MEMO REGARDING CHANGES CREATED BY AB 5 AND HOW CITIES SHOULD RESPOND	0.40	76.00

PROFESSIONAL SERVICES

Date	Attorney	Description	Hours	Amount
10/03/19	GRT	(RESOLUTION 19-6) DRAFT REVISIONS TO PURCHASING POLICY; DRAFT TRANSMITTAL TO BOARD OF DIRECTORS RE SAME	0.50	95.00
	GRT	(PURCHASING POLICY) REVISE TEMPLATE PROFESSIONAL SERVICES AGREEMENT; DRAFT TRANSMITTAL TO BOARD OF DIRECTORS RE SAME	0.70	133.00
10/04/19	MCH1	(AB 5) REVIEW AND ANALYZE BILL AND MATERIALS RE: LEGISLATIVE INTENT; REVISE CLIENT MEMO DRAFT	0.10	19.00
	BJH	(AB 5 MEMO RE INDEPENDENT CONTRACTORS) CONTINUE TO REVIEW AND ANALYZE THE TEXT OF AB 5 IN RELATION TO EMPLOYMENT LAW REGARDING INDEPENDENT CONTRACTORS TO DETERMINE HOW IT WILL IMPACT CITY CONTRACTS AND THE BEST APPROACH FOR CONTRACTING GOING FORWARD IN LIGHT OF AB 5 AND COMPLETE DRAFT OF ADVISORY MEMO REGARDING CHANGES CREATED BY AB 5 AND HOW CITIES SHOULD RESPOND; REVIEW AND REVISE ADVISORY MEMO REGARDING CHANGES CREATED BY AB 5 AND HOW CITIES SHOULD RESPOND	0.40	76.00
10/05/19	MCH1	(AB 5) REVISE CLIENT MEMO DRAFT	0.20	38.00
10/07/19	GRT	(PROP 218) REVIEW OF COMMENTS AND QUESTIONS FROM DIRECTOR PALMER; DRAFT SHORT ANSWER RESPONSES AND COMMENCE PREPARATION FOR BOARD MEETING RE FOLLOW UP QUESTIONS AND RELATED ISSUES	0.70	133.00
10/08/19	GRT	(REGULAR BOARD MEETING) INITIAL TRAVEL TIME FOR REGULAR BOARD MEETING [SPLIT WITH IVCSJ]	2.10	399.00
	MCH1	(AB 5) REVISE CLIENT MEMO RE: LEGAL ANALYSIS OF NEW EMPLOYMENT LAW	0.30	57.00
10/09/19	GRT	(REGULAR BOARD MEETING) COMPLETE PREPARATION FOR AND ATTEND REGULAR BOARD MEETING	3.40	646.00

PROFESSIONAL SERVICES

Date	Attorney	Description	Hours	Amount
10/09/19	TJI	(AB 5 CLIENT ALERT BILLING) REVISE THE CLIENT ALERT	0.20	38.00
10/10/19	GRT	(REGULAR BOARD MEETING) RETURN TRAVEL TIME FOR REGULAR BOARD MEETING [SPLIT WITH IVCS]	1.50	285.00
	MCH1	(AB 5) REVISE CLIENT MEMO RE: LEGAL ANALYSIS OF NEW EMPLOYMENT LAW	0.20	38.00
	TJI	(AB 5 CLIENT ALERT) REVIEW THE REVISED MEMO; REVISE THE MEMO	0.20	38.00
10/11/19	TJI	(AB 5 CLIENT ALERT) REVISE THE CLIENT ALERT	0.20	38.00
	CJT	(AB 5) REVIEW AND REVISE DRAFT CLIENT ALERT REGARDING IMPACT OF AB 5 ON EMPLOYER CLASSIFICATION OF INDEPENDENT CONTRACTORS	0.10	19.00
10/29/19	GRT	(DEVELOPMENT IMPACT FEES) BRIEF EMAIL EXCHANGE WITH INTERIM GENERAL MANAGER RE ABILITY OF DISTRICT TO IMPLEMENT DEVELOPMENT IMPACT FEES	0.20	38.00
Total Professional Services			12.10	\$2,299.00

PROFESSIONAL SERVICES SUMMARY

Code	Name	Hours	Rate	Amount
BJH	Braden J. Holly	0.90	190.00	171.00
MCH1	Michael C. Huston	0.80	190.00	152.00
TJI	Tiffany J. Israel	0.60	190.00	114.00
CJT	Colin J. Tanner	0.10	190.00	19.00
GRT	George "Ross" Trindle	9.70	190.00	1,843.00
Total Professional Services		12.10		\$2,299.00

CURRENT BILL TOTAL AMOUNT DUE	\$2,299.00
Balance Forward:	5,814.97
Payments & Adjustments:	-0.00
Total Due:	\$8,113.97

Please return this page with remittance

to
Aleshire & Wynder, LLP

Bill Number: 53946
Bill Date: November 4, 2019
Client Code: 01245
Client Name: Los Olivos Community Services District
Matter Code: 0001
Matter Name: General

Total Professional Services	2,299.00
Total Disbursements	0.00
CURRENT BILL TOTAL AMOUNT DUE	<u>\$2,299.00</u>
Balance Forward:	5,814.97
Payments & Adjustments:	-0.00
Total Due:	<u>\$8,113.97</u>

Amount enclosed: _____

Thank You



201 N. Calle Cesar Chavez, Suite 300
 Santa Barbara, CA 93103

ENGINEERING
 PLANNING
 SURVEYING
 CONSTRUCTION MANAGEMENT

October 1, 2019
 Project No: LOCS.D.180392.00
 Invoice No: 73595

Los Olivos Community Services District
 P.O. Box 553
 Los Olivos, CA 93441

Principal Jeffrey Edwards
 Project Manager Douglas Pike
 Project LOCS.D.180392.00 General Manager Services

Professional Services for the Period: August 1, 2019 to August 31, 2019

Level 2 TASK01 District Management

Professional Personnel

	Hours	Rate	Amount	
Project Management				
Project Coordinator	2.50	120.00	300.00	
District Manager	14.00	200.00	2,800.00	
Totals	16.50		3,100.00	
Total Labor				3,100.00

Reimbursable Expenses

Lombardi, Emma				
5/10/2019	Lombardi, Emma	AMAZON.COM LLC	51.64	
	Total Reimbursables	1.15 times	51.64	59.39
		Level 2 Subtotal		\$3,159.39

Level 2 TASK02 Engineering Tasks

Professional Personnel

	Hours	Rate	Amount	
General Consulting/Requested				
Assistant Engineer	.50	125.00	62.50	
Totals	.50		62.50	
Total Labor				62.50
		Level 2 Subtotal		\$62.50

Current Invoice Amount \$3,221.89

Outstanding Invoices

Number	Date	Balance
72975	7/5/2019	9,127.50
73215	8/2/2019	5,780.25

Project	LOCSD.180392.00	General Manager Services	Invoice	73595
	73353	8/30/2019		5,395.40
	Total			20,303.15

Billing Backup

Tuesday, October 1, 2019

MNS Engineers, Inc.

Invoice 73595 Dated 10/1/2019

2:58:00 PM

Project LOCSD.180392.00 General Manager Services
 Level 2 TASK01 District Management

Professional Personnel

			Hours	Rate	Amount	
Project Management						
Project Coordinator						
Zepeda, Mary	8/13/2019		1.00	120.00	120.00	
Update Binders to include Regular Meeting Agenda and Agenda Packet (8/14/19) and print extra copies for meeting agenda (including sign-in sheet)						
Zepeda, Mary	8/20/2019		1.00	120.00	120.00	
LOCSD Website Update - Upload Special Meetings Public Workshop Videos to Youtube and create playlist for website						
Zepeda, Mary	8/21/2019		.50	120.00	60.00	
LOCSD Website Update - Rename and Upload Special Meetings Public Workshop Slide Presentations (5/30/19, 6/26/19 and 7/31/19)						
District Manager						
Pike, Douglas	8/5/2019		2.00	200.00	400.00	
Finance Committee agenda and packet						
Pike, Douglas	8/7/2019		4.00	200.00	800.00	
Regular Meeting agenda prep						
Pike, Douglas	8/9/2019		1.00	200.00	200.00	
Finance Committee Meeting						
Pike, Douglas	8/12/2019		2.00	200.00	400.00	
Regular meeting packet prep						
Pike, Douglas	8/14/2019		4.00	200.00	800.00	
Board Meeting and Prep, revised assessor role to County						
Pike, Douglas	8/30/2019		1.00	200.00	200.00	
Pay Invoices						
Totals			16.50		3,100.00	
Total Labor						3,100.00
					Level 2 Subtotal	\$3,159.39

Level 2 TASK02 Engineering Tasks

Professional Personnel

			Hours	Rate	Amount	
General Consulting/Requested						
Assistant Engineer						
Madrigal, Josh	8/6/2019		.50	125.00	62.50	
Post a notice of board meeting at the Los Olivos Post Office						
Totals			.50		62.50	
Total Labor						62.50
					Level 2 Subtotal	\$62.50

Project Total \$3,221.89

Project	LOCSD.180392.00	General Manager Services	Invoice	73595
			Total this Report	\$3,221.89



Final Details for Order #111-7704180-9632228
Print this page for your records.

Order Placed: May 10, 2019
PO number: LOCSD.180392.00
Amazon.com order number: 111-7704180-9632228
Order Total: \$51.64

Shipped on May 11, 2019

Items Ordered	Price
2 of: <i>Avery 3" Economy View 3 Ring Binder, Round Ring, Holds 8.5" x 11" Paper, 4 White Binders (3360)</i>	\$23.96
Sold by: Amazon.com Services, Inc	

Condition: New

Shipping Address:
MNS Engineers, Inc - MZepeda
201 INDUSTRIAL WAY STE A
BUELLTON, CA 93427-9570
United States

Item(s) Subtotal:	\$47.92
Shipping & Handling:	\$0.00

Total before tax:	\$47.92
Sales Tax:	\$3.72

Shipping Speed:
Two-Day Shipping

Total for This Shipment: \$51.64

Payment information

Payment Method:
American Express | Last digits: 2005

Item(s) Subtotal:	\$47.92
Shipping & Handling:	\$0.00

Billing address
MNS Engineers, Inc. - Emma Lombardi
201 N CALLE CESAR CHAVEZ STE 300
SANTA BARBARA, CA 93103-3256
United States

Total before tax:	\$47.92
Estimated tax to be collected:	\$3.72

Grand Total: \$51.64

Credit Card transactions AmericanExpress ending in 2005: May 11, 2019: \$51.64

To view the status of your order, return to [Order Summary](#).

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201 N. Calle Cesar Chavez, Suite 300
 Santa Barbara, CA 93103

ENGINEERING
 PLANNING
 SURVEYING
 CONSTRUCTION MANAGEMENT

October 22, 2019

Project No: LOCSD.180392.00

Invoice No: 73749

Los Olivos Community Services District
 P.O. Box 553
 Los Olivos, CA 93441

Principal Jeffrey Edwards
 Project Manager Douglas Pike
 Project LOCSD.180392.00 General Manager Services

Professional Services for the Period: September 01, 2019 to September 30, 2019

Level 2 TASK01 District Management

Professional Personnel

	Hours	Rate	Amount	
Project Management				
Project Coordinator	1.50	120.00	180.00	
District Manager	11.00	200.00	2,200.00	
Totals	12.50		2,380.00	
Total Labor				2,380.00

Reimbursable Expenses

Lombardi, Emma				
6/11/2019	Lombardi, Emma	AMAZON.COM LLC		93.60
Petty Cash				
9/30/2019	Petty Cash	Reimburse for District Post Office Box		85.00
Total Reimbursables			1.15 times	178.60

Level 2 Subtotal \$2,585.39

Current Invoice Amount \$2,585.39

Outstanding Invoices

Number	Date	Balance
73353	8/30/2019	5,395.40
73595	10/1/2019	3,221.89
Total		8,617.29

Billing Backup

Tuesday, November 05, 2019

MNS Engineers, Inc.

Invoice 73749 Dated 10/22/2019

8:32:02 PM

Project	LOCS.D.180392.00	General Manager Services
Level 2	TASK01	District Management

Professional Personnel

		Hours	Rate	Amount
Project Management				
Project Coordinator				
Zepeda, Mary	9/3/2019	.50	120.00	60.00
LOCS.D Website Update - Set up Calendar Dates for Upcoming Finance and Regular Meetings; Upload Agenda for Finance Committee Meeting (9/6/19) ; and Electronically Final FIN 8/9/19 Approval for MNS, A&W and SDRMA Invoices; Provide list of meeting minutes requiring upload to DP				
Zepeda, Mary	9/9/2019	1.00	120.00	120.00
Update Binders to include Regular Meeting Agenda and Agenda Packet (8/14/19) and print extra copies for meeting agenda (including sign-in sheet)				
District Manager				
Pike, Douglas	9/3/2019	.50	200.00	100.00
Finance Agenda Prep				
Pike, Douglas	9/4/2019	1.00	200.00	200.00
Draft Reg Agenda				
Pike, Douglas	9/6/2019	1.50	200.00	300.00
Finance Committee Mtg, Reg. Meeting Agenda Prep.				
Pike, Douglas	9/9/2019	3.00	200.00	600.00
Monthly Packet, Draft Schedule, Financial plan-Estimate, Load Study, Work Plan Update, Purchasing Policy, GANNT Calculation				
Pike, Douglas	9/11/2019	3.00	200.00	600.00
Monthly regular meeting and Prep				
Pike, Douglas	9/24/2019	.50	200.00	100.00
Set up Mike Hamilton Meeting				
Pike, Douglas	9/25/2019	1.00	200.00	200.00
Meeting with Mike Hamilton, PE regarding Mattei's Development Project Description.				
Pike, Douglas	9/30/2019	.50	200.00	100.00
Follow-up Memo to Mike Hamilton Transmitting our Draft Schedule, Transmittal of District Maps				
Totals		12.50		2,380.00
Total Labor				2,380.00
Level 2 Subtotal				\$2,585.39
Project Total				\$2,585.39
Total this Report				\$2,585.39



**California Special
Districts Association**
Districts Stronger Together

California Special Districts Association
1112 I Street, Suite 200
Sacramento, CA 95814
Phone: 877.924.2732 Fax: 916.520.2470
www.csda.net

2020 CSDA MEMBERSHIP RENEWAL

To:

Los Olivos Community Services District
PO Box 345
Los Olivos, CA 93441-0305

Membership ID: 62083

Issue Date October 1, 2019

Due Date: December 31, 2019

RMS-Regular Member	\$1,024.00
Optional Purchases	
\$200 New Format! CSDA Administrative Salary and Benefits Survey - SPECIAL PRICE	\$
\$225 CSDA Sample Policy Handbook	
Total	\$
PAYMENT	
Account Name:	Account Number:
Expiration Date	Auth Signature

Please return this form with payment to CSDA Member Services, 1112 I Street, Suite 200, Sacramento, CA 95814, fax: 916.520.2470,

OBRA 1993 prohibits taxpayers from deducting, for federal income tax purposes, the portion of membership dues that are allocable to the lobbying activities of trade organizations. The nondeductible portion of your dues is estimated to be 8%. To view dues categories, please visit the CSDA transparency page at www.csda.net

Thank you for being a CSDA Member!