

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



POSTED 11-30-2020

LOS OLIVOS COMMUNITY SERVICES DISTRICT
Board of Directors Special Meeting, December 2, 2020, 6:00 p.m.

The Meeting will be held electronically via RingCentral Meetings. The public will be able to hear and participate.

1. Join from PC, Mac, Linux, iOS or Android: <https://meetings.ringcentral.com/j/1492858858>
2. Via telephone: +1(623)404-9000 **Meeting ID: 149 285 8858**
3. If you choose to access through your browser, visit <https://meetings.ringcentral.com/join>, enter meeting ID above , Join Meeting

SPECIAL MEETING AGENDA

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF MEETING MINUTES

- a. Minutes of 11-18-2020 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. BUSINESS ITEMS

A. District Election and Appointment Status Update

1. Swearing-in and Seating of Director Fayram

B. WWTP Siting Options

1. Siting – How Do We Expedite Site Selection Based on Current Information and Status?
 - a. Study (One Mile criteria) Potential Task 2 for Stantec. Review and comment on attached Draft Scope of Work.
 - b. Timeline for completion
 - c. Additional options for expediting

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

1. Review Updated Microsoft Project Schedule, Project progress, discussion & direct action.
2. Consultant Contract Schedules and Progress.

D. Groundwater Monitoring Plan Update & Timeline -GSI

1. GSI Task Order No. 1 proposal preparation progress. Approve Proposal for contract as appropriate.

2. Timeline & Deliverables

E. Funding and Grant Report and Milestones

1. IGM presentation of basic Grant Application Info and Application Authorizing Resolution.
 - a. Preliminary Grant Schedule
 - b. Preliminary Grant Estimate
2. A full Report and Presentation of the SRF Grant Application (Phase 1 Planning) will be given by Greg Jaquez, PE (MNS) at the December 8, 2020 Regular Meeting

F. Consider and Approve Authorizing Resolution 20-08

RESOLUTION 20-08, AN AUTHORIZING RESOLUTION OF THE BOARD OF DIRECTORS OF THE LOS OLIVOS COMMUNITY SERVICES DISTRICT FOR APPLICATION TO THE STATE WATER RESOURCES CONTROL BOARD FOR A CLEAN WATER STATE REVOLVING FUND AND WATER RECYCLING FUNDING PROGRAM GRANT TO FUND THE LOS OLIVOS WASTEWATER RECLAMATION PROGRAM

G. Residential Requirements-Local LAMP Document

1. Report on Ad Hoc Meeting
2. Update of progress and estimate to complete.
3. Process and timeline for review and approval by SBCEHS & RWQCB

H. Environmental Consultant Selection – Timeline and Completion Date

1. RFQ Sent out 11-24-2020

I. Discuss and approve a contract extending Legal Service from ALESHIRE & WYNDER, LLP (A&W), a California limited liability partnership

1. Presentation by G. Ross Trindle

J. LAFCO Update Letter – Review last letter and establish/confirm date of next letter.

K. Year End Update to Residents – Review Draft Letter

8. Next Regular Meeting:

Wednesday, December 9, 2020, 6:00 p.m.

Via RingCentral Meeting Link to be posted in the agenda (at the Post Office Bulletin Board & CSD Website www.losolivoscscsd.com)

9. 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.

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



POSTED 11-13-2020

LOS OLIVOS COMMUNITY SERVICES DISTRICT
Board of Directors Meeting, November 18, 2020, 6:00 p.m.

The Meeting will be held electronically via RingCentral Meetings. The public will be able to hear and participate.

1. Join from PC, Mac, Linux, iOS or Android: <https://meetings.ringcentral.com/j/1481709820>
Or iPhone one-tap : +1(623)4049000,,1483608617#
2. Via telephone: +1(623)404-9000 Meeting ID: 148 170 9820
3. If you choose to access through your browser, visit <https://meetings.ringcentral.com/join>, enter meeting ID above , Join Meeting

REGULAR MEETING MINUTES

1. CALL TO ORDER 6:01 p.m.
2. ROLL CALL: Present at Start: Directors Palmer, Kennedy and Arme. Director O'Neill arrived 6:10 p.m.
3. PLEDGE OF ALLEGIANCE
4. APPROVAL OF Minutes of 10-14-2020 Regular Meeting. Motion to approve: Director Julie Kennedy, 2nd: Director Arme. Approved 4-0, Director O'Neill absent.
5. DIRECTOR COMMENTS
Directors gave reports on any meetings that they attended on behalf of the District and/or choose to comment on various District activities. Director Fayram reported on a "get to know you" meeting with the new County EHS Director. Director Palmer reported on meeting with an ID1 Board Member and attending November's ID1 Board of Director's Meeting.
6. PUBLIC COMMENTS None
7. INTERIM GENERAL MANAGER REPORT: See IGM Notes from the agenda packet for this meeting
8. BUSINESS ITEMS
 - A. WWTP Siting Options. Action Items:
 1. IGM Pike directed top obtain a proposal for the Stantec to identify potential/feasible WWTP sites within 1-mile of District Boundaries. They are to consider physical advantages, economic advantages, site constraints, etc. Status of County Road Easement acquisition was discussed as well as discussions with ID1 regarding potential sharing of Well 5 Site. Approved by Vote – Motion: Director O'Neill, 2nd: Director Kennedy. Approved 5-0
 2. The Board decided to hold a Special Meeting on December 2nd at 6 in order to further discuss.
 3. The Board Directed IGM Pike to Draft a letter to Paeter Garcia (GM for ID1) regarding discussion of shared use of Well 5 Site.
 4. IGM Pike and Director Palmer to update Supervisor Hartmann on progress
 - B. Consultant Progress Update: EHS Funded Projects
 1. Design – Stantec Load Study and Preliminary Design progress and estimate to complete.
 2. Groundwater Monitoring Plan Consultant -GSI
 - a. GSI Task Order No. 1 proposal preparation progress.
 - b. Task Order No. 1. Proposal pending.
 - c. Environment Consultant Selection: Action Item: RFP Schedule to go out to three Environmental/Planning firms immediately.

- d. Funding and Grant Update - Update on Funding and grants to be presented at the December 8 Meeting by Greg Jaquez, PE (MNS) presentation. IGM Pike to send memo or give brief summary update at 2nd Special Meeting.
 - C. LAMP Q & A Document (Paul Jenzen contract) Update of progress and estimate to complete. Action Item: IGM Pike to organize committee to discuss, including Directors Fayram and O'Neill. Purpose: to review scope, contract and determine how to facilitate moving forward.
 - D. District Election and Appointment Status Update. Director Fayram to be Sworn-in and seated at the special meeting on the 2nd.
 - E. Action Item List Reviewed and Update Assignments
 - F. Project Work Plan and Financial Plan Progress and Planning:
 - Action Item: IGM Pike to set up another meeting with Regional Board to include Directors Fayram and Palmer.
 - G. Following invoices approved for payment: Motion: Director Fayram, 2nd Director Kennedy. Approved 5-0.
 1. 10-23-2020 MNS Invoice 76271 (Sept. Services) \$8,136.25
 2. 11-2-2020 Aleshire & Wynder Invoice 59256 (Oct. Services) \$817.00
 3. 10-1-2020 CSDA 2021 Dues \$1050.00
 4. 11-11-2020 Stantec Invoice 1722550 (Services Ending October 16) \$1760Budget Review of budget Status Report and Consultant Status Report
9. Next Regular Meeting: Wednesday, December 9, 2020, 6:00 p.m. Via RingCentral Meeting Link to be posted in the agenda (at the Post Office Bulletin Board & CSD Website)
10. ADJOURNMENT : 7:51 p.m.

Schedule:

1. Sent to Stantec 11-25-2020. Due December 4, 2020.
2. Approve Proposal Budget Dec. 8 Regular Meeting
3. Complete Task December 30, 2020

Stantec Task 2 – Siting Study for Possible WWTP Site Locations

This shall be a “Desk Top” (Abbreviated) study to look at possible additional siting locations for our WWT Package plant. Data and support for this task will be provided as available from the District Interim General manager.

Scope of Work:

Prepare two exhibits:

1. Possible sites within the district Boundary
2. Possible sites withing a one-mile distance of the District
3. Size criteria: approximately ½ acre with minimum dimensions 150' x 100' wide

Feasible sites could be identified as:

1. Possible road right-of-way that appears to be unused
2. Vacant lots
3. Open/farm Land where a portion could be subdivided and purchased

Keeping Phase 1 of The Project Description I mind, consider:

1. Number of lift stations that may be needed/site
2. Special challenges for each site
3. Opportunities for effluent percolation facilities nearby (Injection well, access to creek, potential for underground chambers or surface ponds)
4. Site Advantages: Cost, convenience, physical advantages, etc.

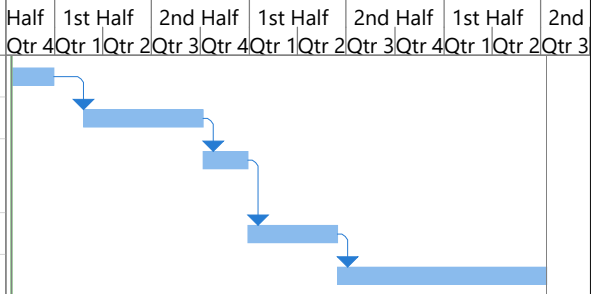
Assemble (with our help) land cost data. We have access to a local realtor.
















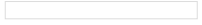



We will later add input from our Geotech/groundwater hydrogeologist, and environmental consultants.

Work cooperatively with the Interim General Manager and Ad Hoc Technical Committee and Board.

LOS OLIVOS COMMUNITIES SERVICES DISTRICT
WASTEWATER COLLECTION AND TREATMENT SYSTEM
WATER RECYCLING FUNDING PROGRAM PROCESS

ID		Task Mode	Task Name	Duration	Start	Finish	Half Qtr 4	1st Half Qtr 1	2nd Half Qtr 2	3rd Half Qtr 3	4th Half Qtr 4	1st Half Qtr 1	2nd Half Qtr 2	3rd Half Qtr 3	4th Half Qtr 4	1st Half Qtr 1	2nd Half Qtr 2	3rd Half Qtr 3	4th Half Qtr 4	
1			Application to WRF for planning grant	57 days	Mon 10/12/20	Tue 12/29/20														
2			Prepare Project Report	160 days	Wed 2/24/21	Tue 10/5/21														
3			Application to WRF for design and construction	60 days	Wed 10/6/21	Tue 12/28/21														
4			Final design	120 days	Wed 12/29/21	Tue 6/14/22														
5			Construction	280 days	Wed 6/15/22	Tue 7/11/23														



Project: WRF Process Date: Mon 10/12/20	Task		Inactive Summary		External Tasks	
	Split		Manual Task		External Milestone	
	Milestone		Duration-only		Deadline	
	Summary		Manual Summary Rollup		Progress	
	Project Summary		Manual Summary		Manual Progress	
	Inactive Task		Start-only			
	Inactive Milestone		Finish-only			

Consultant Contract Cost Summary

STATUS DATE

11/18/2020

	Project	Consultant	SCHEDULE		Contract Value	FY 2019-20	FY 2020-21			FY 2020-21	TOTAL
			START	FINISH		TOTAL FY 2019-20	Jul-20	Aug-20	Sep-20	TOTAL FY 2020-21	CONTRACT TO-DATE
1	Local LAMP Supplement	Paul Jenzen			\$19,200.00	\$1,960.00				\$0.00	\$1,960.00
	MNS Project Management		1/31/2020	1/30/2021		\$905.00			\$300.00	\$300.00	\$1,205.00
	A&W Contract Review/Support					\$0.00				\$0.00	\$0.00
2a	Grant Writing	Wallace Group			\$5,000.00	\$3,490.00				\$0.00	\$3,490.00
	MNS Project Management		CLOSED	CLOSED		\$350.00	\$200.00			\$200.00	\$550.00
	A&W Contract Review/Support					\$0.00				\$0.00	\$0.00
2b	Grant Writing Phase 1	MNS Grant Writers			\$5,000.00	\$0.00		\$236.25	\$2,358.75	\$2,595.00	\$2,595.00
	MNS Project Management		10/1/2020	12/31/2020*		\$0.00				\$0.00	\$0.00
	A&W Contract Review/Support					\$0.00				\$0.00	\$0.00
3	Assessment Engineer's Report	Water Consultancy			\$15,280.00	\$9,860.00				\$0.00	\$9,860.00
	MNS Project Management		12/30/2019			\$855.00				\$0.00	\$855.00
	A&W Contract Review/Support					\$0.00				\$0.00	\$0.00
4	Preliminary Design Services	Stantec			\$20,000.00	\$0.00				\$0.00	\$0.00
	MNS Project Management		8/20/2020	1/15/2021		\$1,105.00		\$600.00	\$200.00	\$800.00	\$1,905.00
	A&W Contract Review/Support					\$0.00				\$0.00	\$0.00
5	Preliminary Hydrogeologic/ Geotechnical Services	GSI			\$85,000.00	\$0.00				\$0.00	\$0.00
	MNS Project Management		12/8/2020	10 Weeks		\$1,000.00	\$200.00	\$100.00	\$1,100.00	\$1,400.00	\$2,400.00
	A&W Contract Review/Support					\$0.00		\$38.00		\$38.00	\$38.00
6	Preliminary Environmental Services	TBD			\$45,000.00	\$0.00				\$0.00	\$0.00
	MNS Project Management		1/13/2020	10 Weeks		\$0.00				\$0.00	\$0.00
	A&W Contract Review/Support					\$0.00				\$0.00	\$0.00
7	Parcel Acquisition	County of SB			\$5,000.00	\$0.00				\$0.00	\$0.00
	MNS Project Management/Engrg.					\$5,725.00	\$1,406.25	\$335.00	\$337.50	\$2,078.75	\$7,803.75
	MNS Survey		7/30/2020	1/30/2021	\$2,240.00	\$0.00		\$2,235.00		\$2,235.00	\$2,235.00
	A&W Contract Review/Support					\$0.00				\$0.00	\$0.00
TOTAL Contract Costs					#####	\$25,250.00				\$9,646.75	\$34,896.75
8	MNS IGM Dist. Mgmt.						\$7,126.25	\$4,237.50	\$3,040.00		
TOTAL IGM Dist Mgmt. Costs					#####	\$31,230.55				\$14,403.75	

TASK ORDER #1



Schedule In work,

Scope of Work and Fee Estimate

To: Doug Pike, Los Olivos Community Services District
From: Tim Thompson, GSI Water Solutions, Inc.
Date: November 23, 2020
RE: Groundwater Quality Management and Water Resources Planning Services for the Los Olivos Wastewater Reclamation Program Project

GSI Water Solutions, Inc. (GSI), is pleased to present the following scope of work and budget for the initial phase of the Los Olivos Wastewater Reclamation Program Project (Project).

Task 1 – Hydrogeological Conceptual Model

The objective of this task is to develop a hydrogeological conceptual model (HCM) that will evaluate and describe local groundwater conditions and help inform the development of a Groundwater Monitoring Plan. In addition to determining any critical data gaps, the HCM will also be valuable in identifying existing wells that may be used for sampling or aquifer testing, and locations of future test wells, injection wells, or percolation basins. The HCM will include an evaluation of the following:

- Geology at Sites A and B, and surrounding area
- Depths and hydrogeologic characteristics of aquifers and aquitards
- Horizontal and vertical groundwater flow gradients
- Recent and historical water level data

To develop the HCM, data from available hydrogeologic reports and online databases will be collected and reviewed. These data will be augmented with relevant resources from ongoing work being conducted by GSI related to the Groundwater Sustainability Plan for the Eastern Management Area of the Santa Ynez Groundwater Basin. It is assumed that Los Olivos CSD will provide available studies in their possession that may also inform the HCM. The information gathered in this task will be used in Task 4 to inform the site selection of future injection wells

Task 1 Deliverables

1. Technical Memorandum: Hydrogeological Conceptual Model

Task 2 – Groundwater Monitoring Plan

Develop a Groundwater Monitoring Plan that will establish existing groundwater quality conditions in the District's area and track changes over time as the Project is developed and implemented. Development of the Groundwater Monitoring Plan will include:

- Collection of well construction, water level, and water quality data
- Identifying existing wells suitable for water quality sampling
- Identify existing wells suitable for groundwater gradient calculations
- Identifying data gaps
- Recommending locations for additional monitoring wells
- Establishing a sampling program and schedule to collect baseline and future water quality data
- Outline reporting requirements and frequency

The monitoring plan will establish monitoring frequencies and protocols, the location and number of monitoring sites, and necessary water quality sampling parameters.

Task 2 Deliverables

1. Initial Draft Groundwater Monitoring Plan
2. Second Draft Groundwater Monitoring Plan
3. Final Groundwater Monitoring Plan

Task 3 – Install Monitoring Well

GSI will coordinate with the District to select a strategic location for the installation of a monitoring well. The work will include requesting and reviewing drilling contractor bids and coordinating with the selected driller to establish schedule, ensuring permitting compliance, and overseeing well installation.

GSI staff will be onsite for the duration of drilling to log the cuttings, collect soil samples, and oversee installation of the monitoring well. We assume the well will be installed to a depth of approximately 100' below ground surface. Because the diameter of the monitoring well casing will be either 2 or 4 inches, installing a sufficiently powerful pump to conduct a meaningful pumping test will not be possible. However, collection of subsurface data will be conducted to improve the understanding of aquifer properties. Anticipated data to be collected includes: water levels, water quality samples (to be analyzed by a full-service environmental laboratory certified by the state of California), and soil samples for geotechnical laboratory testing. GSI will work with the District to identify which laboratory tests are appropriate before the site investigations take place.

Task 3 Deliverables

1. Technical Memorandum in the form of a well construction report that will document well installation and testing results

Task 4 – Technical Memorandum and Submittals

The objective of this task is to provide an assessment of project feasibility and recommend next steps to address any uncertainties in the implementation of the Project. This assessment will address both hydrogeologic and regulatory considerations. Assuming sufficient information can be developed to address the main project considerations, a preliminary cost estimate for implementation of the groundwater monitoring plan will be developed.

GSI will retain the services of Yeh and Associates (Yeh) to support the geotechnical needs of the project. Yeh will develop and submit a draft and final letter summarizing the geotechnical considerations and preliminary recommendations associated with the two proposed sites regarding:

- Anticipated soil and groundwater conditions;
- Grading, trenching and pipeline construction;
- Site preparation and grading;

- Suitability of the site for effluent disposal; and
- Feasibility and preferences for the sites based on geotechnical considerations.

Task 4 Deliverables

1. Final Technical Memorandum
2. Preliminary cost estimates (if project appears feasible)
3. Geotechnical Letter from Yeh and Associates

Task 5 – Ongoing Project Management and Next Steps

GSI will provide ongoing project management services for the duration of the contract. This will include:

- Maintaining ongoing communications with Los Olivos CSD and Yeh and Associates to coordinate as necessary to ensure project completion
- Providing quality assurance and quality control for all submittals
- Attending meetings with the District to discuss project progress, schedule, and needs
- Providing regular status updates
- Develop recommendations and cost estimates for next steps in project

Fee Estimate and Schedule

The proposed fee to complete the work on a time-and-materials basis is \$86,300. You will only be billed for actual time spent on the project, and the budget will not be exceeded without your prior approval.

The following table provides a breakdown of the budget by Task.

Task Number	Study Task	Cost ¹
1	Hydrogeological Conceptual Model	\$ 15,300
2	Groundwater Monitoring Plan	\$ 20,000
3	Install Monitoring Well ²	\$ 13,600
4	Technical Memorandum and Submittals ³	\$ 27,200
5	Ongoing Project Management	\$ 10,200

¹ Hourly Costs based on 2021 hourly rates listed in Attachment A.

² Cost for monitoring well drilling is not included in this item. Cost is approximately \$10,000 and will be paid directly to driller by District.

³ Cost for Yeh and Associates geotechnical letter is included in this budget.

Every effort will be made to work within this authorized budget. If more budget may be required, we will inform you in advance as soon as possible so that you can decide how you wish to manage our effort. Work can begin upon receipt of authorization to proceed and execution of the professional services agreement.

Sincerely,
GSI Water Solutions, Inc.



Tim Thompson, PG, CHG
Principal Water Resources Consultant

ATTACHMENT A



2020-2021 GSI Fee Schedule

Labor Category	Hourly Rate
Technical Professionals	
Principal	\$215 - \$280
Supervising	\$185 - \$235
Managing	\$165 - \$185
Consulting	\$135 - \$165
Project	\$120 - \$140
Staff	\$100 - \$130
Other Services	
GIS/Graphics	\$105 - \$120
Editor/Documents	\$95 - \$110
Administration	\$95

The hourly rate for trial preparation and expert witness testimony is 1.5 times the standard billing rate shown above.

Expenses

- **Mileage:** IRS authorized rate/mile plus 10 percent markup
- **Direct expenses and outside services:** Cost plus 10 percent markup

Payment

GSI invoices will be submitted monthly. Payment is due within thirty (30) days of receipt of invoice. Invoices paid more than thirty (30) days after the invoice date are subject to a finance charge of one percent (1%) per month.

Rates effective through December 31, 2021

November 17, 2020

Proposal No. 220-396

GSI Water Solutions, Inc.
418 Chapala Street, Suite H
Santa Barbara, CA 93101

Attn: Mr. Tim Thompson

Subject: Proposal for Preliminary Geotechnical Services, Los Olivos Community Services District Wastewater Reclamation Project, Los Olivos, CA

Dear <name>:

Yeh and Associates, Inc. is pleased to submit this proposal to provide geotechnical services for the planning and conceptual design of improvements associated with effluent disposal for the Los Olivos Community Services District wastewater reclamation project. Two sites are currently being considered for an injection well or effluent disposal system. Site A is within an existing County road right of way on Jonata Street west of Nojoqui Avenue. Site B is on a lot for Well Site 5 at the southeast corner of Alamo Pintado Avenue and Santa Barbara Avenue. Both sites are within the downtown area of Los Olivos and adjacent to Alamo Pintado Creek. This proposal would be to prepare letter summarizing the geotechnical considerations for these sites and associated improvements. The scope of these services would consist of the following task:

1. Visit the two sites, review selected geologic maps and geotechnical data available for existing bridge sites along Alamo Pintado Creek, and reports or information that the District may have for the site and vicinity. These data will be reviewed and compiled to provide a preliminary characterization of the subsurface conditions at Sites A and B.
2. Prepare letter type report providing geotechnical considerations and preliminary recommendations regarding:
 - Anticipated soil and groundwater conditions;
 - Grading, trenching and pipeline construction;
 - Site preparation and grading;
 - Suitability of the site for effluent disposal; and
 - Feasibility and preferences for the sites based on geotechnical considerations.
3. A draft of the letter will be submitted in pdf format for review by the District and GSI. The final letter will be submitted in pdf format and incorporate comments and information provided from the review. The final report does not include additional evaluations, other sites or analyses.

4. Within the proposed level of effort: attend progress meetings, provide consultation and provide project management regarding the site selection and geotechnical considerations for design.

A draft report can be submitted for review within about 4 weeks after the site visit. The final report can be submitted within about 2 weeks after receiving comments. Services will be provided on a time and expense basis according to fee schedule rates at the time of work. We suggest a budget of \$6,500 for the scope of services described in this proposal. Yeh will not exceed the estimated amount without prior authorization of the Client.

We appreciate the opportunity to be of service. Please contact Jon at 805-481-9590 x281 or jblanchard@yeh-eng.com if you have any questions or require additional information.

Sincerely,

YEH AND ASSOCIATES, INC.



Jonathan D. Blanchard, GE2312
Geotechnical Engineer

Fee Schedule (2020)



STANDARD FEE SCHEDULE

EFFECTIVE JANUARY 2020

Professional Services:

<u>Classification</u>	<u>Basic Rate</u>
Principal.....	\$205/hr
Senior Project Manager	\$180/hr
Senior Project Specialist.....	\$175/hr
Project Manager.....	\$155/hr
Senior Project Engineer or Geologist	\$140/hr
Project Engineer or Geologist.....	\$110/hr
Staff Engineer or Geologist.....	\$95/hr
Engineer or Geologist Intern.....	\$60/hr
Resident Construction Engineer	\$170/hr
Construction Manager	\$145/hr
Construction Observer 3.....	\$120/hr
Construction Observer 2.....	\$105/hr
Construction Observer 1.....	\$95/hr
Technician Leader or Supervisor	\$125/hr
Laboratory Supervisor.....	\$100/hr
Technician 3.....	\$85/hr
Technician 2.....	\$70/hr
Technician 1.....	\$55/hr
CAD Designer.....	\$125/hr
CAD Technician.....	\$80/hr
Administrative Assistant	\$75/hr

**Overtime rates for Construction Inspection, Technicians and Office Staff is 1.5 x rates shown.

Laboratory tests are quoted on separate schedule or cost plus 10 percent for outside laboratory testing when applicable.

Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of \$350 per hour.

Rates do not include prevailing wage rates for field services. Prevailing wages will be determined on a project-by-project basis.

Other Direct Charges:

Subcontracted services, copying and rented equipment	Cost Plus 10%
Travel, subsistence, and expenses	Cost Plus 10%
Vehicle.....	\$ 80/day
Automobile Mileage.....	\$ 0.55/mile

AUTHORIZING RESOLUTION/ORDINANCE

RESOLUTION 20-08, AN AUTHORIZING RESOLUTION OF THE BOARD OF DIRECTORS OF THE LOS OLIVOS COMMUNITY SERVICES DISTRICT FOR APPLICATION TO THE STATE WATER RESOURCES CONTROL BOARD FOR A CLEAN WATER STATE RE-VOLVING FUND AND WATER RECYCLING FUNDING PROGRAM GRANT TO FUND THE LOS OLIVOS WASTEWATER RECLAMATION PROGRAM

WHEREAS the Los Olivos Community Services District desires to finance the costs of engineering and planning for the construction of certain public facilities and improvements relating to the Los Olivos Wastewater Reclamation Program; and

WHEREAS the Los Olivos Community Services District intends to finance the engineering and planning of the Los Olivos Wastewater Reclamation Program with monies provided by the State of California, acting by and through the State Water Resources Control Board; and

WHEREAS the Los Olivos Community Services District is proposing to submit a financial assistance application to the State Water Resources Control Board for a Clean Water State Revolving Fund and Water Recycling Funding Program Grant to fund the Los Olivos Wastewater Reclamation Program;

RESOLVED BY THE BOARD OF DIRECTORS OF THE LOS OLIVOS COMMUNITY SERVICES DISTRICT (the “Entity”), AS FOLLOWS:

The President of the Board of Directors (the “Authorized Representative”) or designee is hereby authorized and directed to sign and file, for and on behalf of the Entity, a Financial Assistance Application for a grant agreement from the State Water Resources Control Board for the planning, design, and construction of the Los Olivos Wastewater Reclamation Program (the “Project”).

This Authorized Representative, or his/her designee, is designated to provide the assurances, certifications, and commitments required for the financial assistance application, including executing a financial assistance agreement from the State Water Resources Control Board and any amendments or changes thereto.

The Authorized Representative, or his/her designee, is designated to represent the Entity in carrying out the Entity’s responsibilities under the grant agreement, including certifying disbursement requests on behalf of the Entity and compliance with applicable state and federal laws.

CERTIFICATION

I do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the Board of Directors held on December 2, 2020.

I HEREBY CERTIFY that the foregoing Resolution was passed and adopted by the Board of Directors of the Los Olivos Community Services District at a regular meeting held on the 9th day of September 2020, by the following vote:

AYES: _____ NOES: _____ ABSENT: _____ ABSTAIN: _____

ATTEST:

DOUG PIKE, Interim General Manager
LOS OLIVOS COMMUNITY SERVICES DISTRICT

By: _____
LISA PALMER, Board President

APPROVED AS TO FORM:

By: _____
G. ROSS TRINDLE, III, District Counsel

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



**REQUEST FOR QUALIFICATIONS
for
Environmental Planning and Permitting Services for the
Los Olivos Wastewater Reclamation Program Project
(Septic to Sewer Conversion)**

**Issued: November 2020
Due Date: December 21, 2020**

**Los Olivos Community Services District
PO BOX 345, LOS OLIVOS CA 93441**



Table of Contents

1. Introduction	3
2. Project Background and Description.....	3
3. Project Summary	4
4. Typical Services Required	4
5. Statement of Qualification Submittal Requirements.....	5
6. Key Action Dates	6
7. Consultant Ranking Criteria and Selection.....	6
APPENDIX 1 – Project Description.....	8
APPENDIX 2 – Contract Form.....	9



1. Introduction

The Los Olivos Community Services District (CSD), is soliciting Statements of Qualification (SOQ) for a consultant team to provide Environmental Planning and Permitting Services for the Los Olivos Wastewater Reclamation Program Project (Septic to Sewer Conversion) in the community of Los Olivos, CA. The CSD's mission is to develop a wastewater collection system, provide wastewater treatment/reclamation and disposal project in the unincorporated, urbanized area of Los Olivos in Santa Barbara County. This mission will be accomplished in at least two phases. The initial phase will be to collect, treat and dispose of wastewater in the Commercial Zone. The second phase is not anticipated to be implemented until after the completion of Phase 1 and its impact on groundwater quality has been assessed.

2. Project Background and Description

The Los Olivos Community Services District was formed by local voters to provide a funding mechanism for the building and operation of facilities necessary to collect, treat, and dispose of sewage, wastewater, recycled water, and storm water in the unincorporated area known as Los Olivos. The CSD has adopted a Project Description attached as Appendix 1. This Project Description defines the scope and intent of the project and its phasing.

An official District Map, details on the formation, organization and structure of the District are available on the website: www.losolivoscscd.org.

Several Engineering studies have been completed and they are available through the website. These include:

- A. Los Olivos Community Wastewater Program Project Description
<https://www.losolivoscscd.com/files/ac3327090/LOCSD+Project+Description+Final+8-14-19.pdf>
- B. Plan for Services & Feasibility Study, October 22, 2016 (Berkson Study)
https://losolivoscscd.specialdistrict.org/files/31fe46326/Berkson_Los+Olivos_FinalDraft_2016-10-22r2.pdf
- C. Final AECOM Engineering Report, January 8, 2013 (AECOM Study)
<http://www.losolivoscscd.com/files/c7747d976/Final+AECOM+Engrg+Report+01-08-2013.pdf>
- D. Update to AECOM Engrg Report 11-2-2016.pdf
<https://www.losolivoscscd.com/files/c531203b9/Update+to+AECOM+Engrg+Rpt+11-2-2016.pdf>
- E. SB Co Los Olivos WWMP 10-2010.pdf
<https://www.losolivoscscd.com/files/b039b6e91/SB+Co+Los+Olivos+WWMP+10-2010.pdf>

The wastewater collection, treatment and disposal system will be funded in part by a low interest loan, known as the State Revolving Fund (SRF). The loan program is administered by the State Water Resources Control Board (SWRCB). Contributions from the Santa Barbara County Environmental Health services,



District Special Tax Revenues, possible grants and future District assessment revenues will also contribute to the project.

For purposes of this RFQ, it should be assumed the CSD's wastewater treatment facility will be located within this Commercial Zone and that all collection and delivery will be gravity flow. Siting is in process, so assumptions for the purposes of this RFQ will be confirmed by the CSD.

3. Project Summary

Los Olivos CSD is seeking professional Environmental Planning and Permitting Services to assist in the CSD in the development of the Los Olivos Wastewater Reclamation Program Project. Tasks may include any of the following:

- A. Participate in the Project Development Team:
 - I. Assist CSD Staff in navigating the environmental planning and permitting process.
 - II. Create and file CEQA CE documents
 - III. Assist with filling out permit applications
- B. Review and provide comments and/or proposed mitigations to CSD Staff on environmental documents such as Initial Studies/Scoping documents, Environmental Impact Reports, Mitigated Negative Declarations.
 - I. Interface with City Planners on behalf and with Public Works Staff when necessary to facilitate the process.

In performing all Environmental Planning and Permitting Services, the Consultant shall work to protect the interests of the City and to provide the highest quality of services possible for the City.

The Consultant is representing itself as a qualified professional in services provided to the City; therefore, it is acceptable to submit recommendations and comments for consideration on format, process, and additional content of providing the services. The City will consider comments and recommendations; however, City is not required to incorporate any of the recommendations or comments.

4. Typical Services Required

- A. The required services and abilities required to successfully perform Environmental Planning and Permitting Services for this project include, but are not limited to:
 - I. Application of state and local laws and ordinances and the City's Municipal Code
 - II. Application of CEQA and NEPA (if applicable)
 - III. Thorough knowledge and understanding of the County's General Plan
 - IV. Attendance at internal and external meetings with staff and other consultants
 - V. Attendance at DRB and Planning Commission (if needed)



- VI. Assist in preparation of Staff Reports and Exhibits for DRB and Planning Commission (if needed)
- VII. Review mitigation plans
- VIII. Application of the Storm Water Management Plan and the Regional Water Quality Control Board requirements. Inspection services are needed to inspect all construction projects that include soil disturbance before, during, and after construction. Inspectors must be certified pursuant to a State Water Board sponsored program as either (1) a Qualified Storm Water Pollution Prevention Plan (SWPPP) Developer (QSD); (2) a Qualified SWPPP Practitioner (QSP); or (3) a designated person on staff possesses a QSP to supervise inspection operations.
- IX. Understanding of and experience working with various agencies including but not limited to:
 - a. Caltrans
 - b. Coastal Commission
 - c. Santa Barbara Airport
 - d. County of Santa Barbara
 - e. Fish and Wildlife
 - f. Army Corps of Engineers
 - g. Regional Water Quality Control Board

5. Statement of Qualification Submittal Requirements

- A. The body of the SOQ shall be concise and no more than 10 pages of written narrative. There will be no limit to attached resumes, samples of work products, and relevant standard SOQ marketing materials.
- B. For the Scope Tasks a.-e., submittals shall state estimated hours to complete (by position/title), and schedule. This information will be used to develop an understanding of the staffing available for the work, and consultant ability to accomplish the work under current workload conditions.
- C. Consultant shall provide a current Company Fee Schedule.
- D. Proposals shall be submitted by firms that are capable and experienced in the type of work described in Section 3, "SCOPE OF SERVICES," of this Request for Qualifications (RFQ). In addition, all interested firms shall have sufficient, readily available resources in the form of trained personnel, support services, specialized consultants and financial resources to carry out the work without delay or shortcomings. The proposals shall be submitted NO LATER THAN 3:00PM, Monday, December 21, 2020 to:

Los Olivos CSD



Attn: Douglas Pike, PE
Interim General Manager
DPike@mnsengineers.com
(805) 331-3553 (Cell)

- E. A digital electronic version (Adobe Acrobat PDF) of the SOQ in accordance with this Section 5, "Statement of Qualification Submittal Requirements," of the RFQ is required.
- F. All questions regarding this RFQ should be directed to Douglas Pike, PE, Contract CSD Interim General Manager via electronic mail at DPike@mnsengineers.com .

6. Key Action Dates

The following are anticipated dates of activities involved with the consultant selection:

- A. SOQ Issued: November 24, 2020
- B. RFQ Clarification request deadline: No later than 2:00 p.m., Dec 11, 2020
- C. Clarification Response Deadline: No later than 2:00 p.m., Dec 16, 2020
- D. SOQ Submittal Deadline: No later than 2:00 p.m., Dec 21, 2020
- E. Notice of Intent to Award: January 15, 2020
- F. Award by: January 30, 2020

7. Consultant Ranking Criteria and Selection

A selection committee consisting of The District Ad Hoc Technical Committee, the Interim General Manager, and one "outside" expert if necessary, will rate the SOQ's received. The criteria for evaluating the written SOQ's are described below.

Criteria Point Value

1. Overall Responsiveness to SOQ Requirements 10
2. Project Scope Understanding and Approach 25
3. Related Experience 25
4. Project Team 20
5. Level of Effort 10
6. Schedule 10
7. Total 100



CONSULTANT SELECTION AND APPROVAL PROCESS

In order to be considered responsive candidates, interested consultants must submit a complete SOQ document, with organization and content consistent with instructions included in this RFQ, by the closing date and time shown in the RFQ.

Recommendation will be made by the selection panel on the qualifications-based ranking criteria as specified above.

CONTRACT NEGOTIATION PROCESS

The CSD intends to phase these services to meet budgetary milestones as determined through the Funding Process, which includes a mix of tax revenues, and grant and loan revenues. Once an intent to award is announced, the District will enter negotiations with the selected consultant. If a mutually agreeable contract is not reached, the District will disqualify the selected consultant and initiate negotiations with the consultant with the next highest ranked proposal. Contract negotiations will include but is not limited to clarification of scope of services, staffing schedules, level of effort, and contract cost. This process will continue until a contract is successfully negotiated or the entire list of eligible consultants is exhausted.

An award of contract shall be made to the consultant who provides the best overall response to the requirements of this RFQ and who best meets the CSD's needs, as determined by the selection committee, and with whom the CSD can negotiate a satisfactory contract.



APPENDIX 1 – Project Description



Los Olivos Community Wastewater Program Project Description

OUR PURPOSE

The Los Olivos Community Services District (District) was formed by voters in 2018 to provide a funding mechanism for the development, building and operation of facilities necessary to collect and treat wastewater in the unincorporated community of Los Olivos.

PROJECT GOAL

The purpose of the Los Olivos Wastewater Reclamation Program Project Description (Project Description) is to define a strategy to provide economically viable wastewater treatment and reclamation solutions to the residents and property owners within the District that meets public health needs and the regulatory requirements of the Regional Water Quality Board (RWQCB).

The Los Olivos Wastewater Reclamation Program is comprised of four distinct components, each being interdependent and implemented concurrently:

1. Development of Residential Onsite Wastewater Treatment System (OWTS) Requirements
2. Financial Outreach and Assistance for Program Development, Construction and Operation
3. Implementation of a Local Groundwater Monitoring Program; and
4. Phased Collection and Treatment

DEVELOPMENT OF RESIDENTIAL OWTS REQUIREMENTS

Currently, residential Onsite Wastewater Treatment System (OWTS) in Los Olivos are governed by the Santa Barbara County Public Health Department's (County EHS) Local Area Management Plan (LAMP).

Los Olivos residents who seek County EHS guidance on OWTS-related issues have been repeatedly met with ambiguous and indistinct direction regarding dwelling expansion, system failure, need for installation of an advanced treatment system (ATS), existing system maintenance and other issues and costs associated with requirements for connection to a community collection and treatment system.

To resolve this the District will develop a customized Local Area Management Plan (LAMP) that addresses the conditions specific to the Los Olivos Community Services District Area. This Plan will be similar to the County's LAMP but tailored to Los Olivos. This Plan will include local District standards and policies and provide clear guidance on OWTS matters including operations of conventional systems, routine maintenance, management of existing low and high-risk systems within the community, dwelling expansion, system failure, requirements and need for installation of an advanced treatment system (ATS) and requirements for connection to a community collection and treatment system.

The District's LAMP will endeavor to establish requirements that are equal in nature and application to those required for all County parcels based on existing site conditions.

The District will be charged with the administration of the RWQCB approved Los Olivos LAMP to include the State mandatory reporting requirements. Permitting and enforcement of the LAMP will remain with the County EHS through an agreement approved by the County and the District extending the County EHS authority to within the District.

The creation of a District governed LAMP benefits residents by enabling the District to seek out grants and low interest loans, competitive procurement of select vendors, and consortium-based pricing from service providers.

FINANCIAL OUTREACH AND ASSISTANCE

Concurrently, the District - having held Public Community Workshops which presented potential project alternatives, a project approach and Project Description - is now able to seek Local, State and Federal funding mechanisms to minimize property owners and business economic impacts associated with implementing the defined Program.

With this well-defined Project Description, the District will pursue available grants and funding for all elements and components of the Program.

Every potential source of funds will be explored to minimize any eventual Fee Assessment that must be established in accordance with State Law (Proposition 218), and as required by the Local Agency Formation Commission (LAFCO).

The District will also seek additional sources to augment these economic impacts that may include but are not limited to public-private partnerships (P3), identifying matching fund opportunities, Program Privatization, and commercial/private financing alternatives.

A public-private partnership (P3) is a cooperative arrangement between two or more public and private sector entities, typically long-term in nature. They are primarily used for infrastructure provision, such as the building and equipping of schools, hospitals, transport systems, water and sewer systems.

IMPLEMENTATION OF A LOCAL GROUNDWATER MONITORING PROGRAM

The District remains committed to proactively work with the residents of Los Olivos, regulatory community and other stakeholders to develop an economically acceptable, technically feasible and timely solution to the potential impacts OWTS density has in our community.

However, one of the basic tenants to this approach is dependent on the development and implementation of a comprehensive groundwater monitoring program. Historical assessments, plans and feasibility studies developed specifically for Los Olivos validate the need for further groundwater characterization in order to:

- Determine the nature and extent of groundwater impacts associated with OWTS in and around the Community of Los Olivos,
- Investigate known upgradient sources impacting groundwater quality in Los Olivos,
- Provide information to address data gaps associated with site specific conditions and critical modeling considerations including infiltration rates, permeability and other geological, hydrological and geotechnical parameters not currently available, and
- Establish baseline conditions that can be utilized to monitor the effectiveness of treatment and mitigation measures implemented in the Los Olivos Community.

The District will work closely with the Santa Barbara County Environmental Health Services (EHS) and the Regional Water Control Board (RWQCB) to develop and finance a groundwater monitoring work plan that establishes the number, type and locations for monitoring locations, a suite of analytical and geotechnical sampling parameters, along with frequency and reporting requirements.

Once the work plan is approved, installation of monitoring points and ongoing monitoring will occur. The results of the initial and ongoing monitoring will be used to influence subsequent treatment phases, if necessary, within the District.

The analytical and geotechnical data obtained during groundwater monitoring point installation, will also be used to identify and site locations favorable for aquifer recharge and existing contaminant mitigation.

PHASED COLLECTION AND TREATMENT

Historic documentation establishes the fact that there are a large number of small to very small lots in the Los Olivos Commercial Core, areas of high OWTS density and historic records of system failures. These factors may contribute to groundwater impacts from nitrate migration from OWTS.

This Commercial Core area has been selected as the location for the initial phase (Phase I) under this Program. The Commercial Core has been identified as the area of highest density, use (volume) and nitrate loading and has been recommended for action in multiple reports specific to OWTS impacts in Los Olivos. Subsequent phases into adjacent high-density areas will be determined by the results of groundwater monitoring.

The Commercial Core area is easily defined by Zoning (C-2), easily expanded, centrally located and its topological nature allows for the most expedient, least complex and economically acceptable setting to initiate this Program.

The District will design, site, permit, procure, construct and manage a Los Olivos Wastewater Reclamation Facility to include the associated collection and transport infrastructure required to provide economically viable wastewater treatment and reclamation solution to District residents and property owners. This system will address public health needs while also meeting the regulatory requirements of the RWQCB.

Adjacent properties outside the C-2 zone, will be permitted to connect to the system at their own cost and as capacity allows.

Treatment Facility

The proposed Treatment Facility will be consistent with the policies and development standards of the Santa Barbara County Comprehensive Plan, including the Santa Ynez Valley Community Plan and the Santa Barbara County Land Use and Development Code.

The system will be designed for potential future expansion and to provide treatment that improves wastewater quality before it is reused, recycled or discharged to the environment. Reclaimed wastewater would be treated to levels compliant with California Code of Regulations (CCR), Title 22 discharge requirements to allow for:

- Beneficial reuse through underground infiltration
- Groundwater recharge
- Strategic flushing of existing nitrate/contaminates
- Local irrigation as site conditions allow

Because the project will generate in excess of 10,000 gallons per day, exceeding the 10,000 gallons per day County EHS limit, it will be under the jurisdiction of the Central Coast Regional Wastewater Quality Control Board, who would be the lead regulator agency, review the system and issue all appropriate permits.

The treatment facility will be comprised of a high-efficiency, low odor, expandable Membrane Bioreactor (MBR) package plant sized to serve Phase I needs and sited to accommodate modular expansion should further study warrant a facility expansion. The facility will be operated by a California licensed and properly trained wastewater treatment plant operator, who will be responsible for ensuring proper operation and maintenance of plant equipment as well as required reporting.

The architectural style will be consistent with the historical architectural details of Los Olivos. Roof materials will consist of earth tone colors and landscaped to blend in locally to reduce visual impacts.

Collection System

The collection system will include a subsurface wastewater collection structure consisting of gravity pipelines, lift stations as required, and effluent handling facilities returning drinking water quality reclaimed water to customers or the groundwater basin for beneficial reuse.

The collection system “backbone” will consist of underground gravity sewer pipe that will be strategically placed under community streets and alleys to allow for the closest possible connection to parcels in the high-density water use areas of the downtown C-2 Commercial Core and small-lot residential parcels near the downtown core. Maintenance holes and an “end of the line” lift station will be provided, with an associated force-main (pressure main) to move the wastewater to the MBR package plant for treatment, as necessary.

Structures will be connected to the District-owned collection system via privately owned laterals. Existing septic systems and leach fields will be abandoned as required by local codes. Certain laterals may be successfully connected with gravity flow while many may require small private grinder pumps to move the sewage into the collection system.

District participation in lateral, grinder pump and septic abandonment costs would depend on grant and funding sources.

Potential expansion of the collection system, as with the treatment system, will be determined based on results of the groundwater monitoring and in coordination with the RWQCB.

Operations and Maintenance

The collection and treatment systems will be operated and maintained initially by contract system operators. System costs will be shared in an equitable manner by those connected to and benefitting from the facility. The District will review and consider established formulas for this participation that may include zoning, water-use, fixture unit counts, etc.

Parcels not connected initially will be subject to the District’s LAMP and will contribute to the cost of management, inspection and enforcement of this plan and operating costs of the District.

Ongoing monitoring and reporting will occur in accordance with operating and discharge permits required by the Board.

Treatment Facility Siting

The District will procure a site for the package plant. Siting factors will include:

- Availability of land,
- Surface and subsurface suitability,

- Economics of procurement,
- Proximity to the collection system and effluent discharge locations, and
- Local, state and federal requirements.

Location and siting of the facility remains under examination. Given the above siting factors, the District prefers that the location be within District boundaries and south of State Route 154. Currently, potential locations include:

- County parcels
- County Right of Ways
- Institutional parcels including churches and schools
- Commercial parcels, and
- Private land

Construction Implementation and Timing

Construction will generally consist of the following phases:

1. Project planning, preliminary design, environmental documentation preparation and review, and permitting.
2. Preliminary design, budgeting, and initiation of the Proposition 218 assessment process.
3. Final Design, including preparation of plans, specifications and estimates. The package plant will be a “design build” component.
4. Advertising and bidding of the various components. The District will procure professional and construction services in accordance with the State Contracting Code. The package plant will be built offsite, most other components will be built by contractors on-site.
5. Service lateral connections will be coordinated with and completed in conjunction with sewer trunk-main installation.
6. Package plant start-up.
7. System Operation and Maintenance.

Construction timing will be affected by many factors, including funding process, environmental process, and construction duration. Lateral connection is anticipated to require significant property owner participation and cooperation.

The District anticipates a minimum of three years to design, review, permit, finance and construct the complete Phase I project.



APPENDIX 2 – Contract Form

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN**

**THE LOS OLIVOS COMMUNITY SERVICES DISTRICT
AND**

_____.

This agreement is made and entered into, effective January ____, 2021, between the LOS OLIVOS COMMUNITY SERVICES DISTRICT, a California special district (“District”), and _____, a California corporation (“Consultant”).

RECITALS

WHEREAS, following District’s Request for Proposal process, the District desires to contract with Consultant for certain professional planning services necessary for Engineering Assessment Services (“Project”).

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

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

1. Scope of Services

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

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

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

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

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

- a. Environmental and Permit Services, as authorized incrementally by Task Order, in accordance with District Funding availability
- b. These Task Orders shall, when executed by each party, constitute a part of this contract.

2. Term of Contract

Unless otherwise earlier terminated as specified in Section 9, this Agreement shall commence on the date set forth above and shall expire at completion of the Project no later than June 30, 2022, unless extended by letter from the District. Consultant shall complete all work in accordance with the timelines set forth in each Task Order.

3. Force Majeure

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

4. Independent Contractor Relationship

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

results will be in accordance with the terms and conditions of this Agreement. Consultant will supply all tools and instruments required to perform its services under this Agreement.

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

5. Compliance with Laws

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

6. Licenses, Permits, Fees and Assessments

Consultant shall obtain at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, taxes, including applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement; and shall indemnify, and hold harmless (but not defend) District against any claim for such fees, assessments, taxes, or interest levied, assessed or imposed against District hereunder.

7. Environmental Laws

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

8. Acknowledgment of Relationship

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

9. Payment to Consultant

- a. District shall pay Consultant monthly in proportion to the services performed plus reimbursable expenses and charges for additional services within thirty (30) days after receipt of Consultant's invoices in a form approved by District's, with the exception of any disputed amounts which shall be withheld until resolution of the dispute. Payment terms are further described on Exhibit "C".

Total Project Cost not to Exceed amount stated in each Not-to-exceed Signed Task Order.

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

10. Assistance by District

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

The District's Project Manager shall be Doug Pike, Interim General Manager.

11. Ownership of Documentation

All maps, data, reports and other documentation (other than Consultant's drafts, notes and internal memoranda), including duplication of same prepared by Consultant in the performance of these services, shall become the property of the District upon full payment of all monies owed to Consultant and shall be retained by the Consultant for a period of three years after completion of the Project. If requested by the District, all, or the designated portions of such documentation, shall be delivered to the District. The District agrees, to the fullest extent permitted by law, to indemnify and hold Consultant harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any reuse or modification of the Work Product by the District or any person or entity that obtains the Work Product from or through the District.

12. Termination of Contract

Consultant specifically acknowledges and agrees that the District may at any time during the term of this Agreement terminate Consultant's services with

or without cause, and without penalty, at the completion of any phase of Consultant's services as set forth in Exhibit "B" and upon thirty (30) days' written notice to Consultant. Any termination or any special instructions hereunder from District shall be made in writing. In the event this Agreement is terminated, and upon full payment of all monies owed to Consultant, all data, specifications, documents and information generated by Consultant in connection with the Project shall be delivered to District and may be used by District. Copies of these materials may be retained by Consultant.

13. Indemnification and Hold Harmless; Insurance Requirements

- a. Indemnity for Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, and hold harmless (but not defend) District and its officers and employees, contractors (the "District's Parties") from and against any and all losses, liabilities, damages, costs and expenses, including reasonable attorneys' fees and costs to the extent same are caused by any negligent act, error or omission of Consultant, its officers, agents, employees of subcontractors (or any entity or individual for which Consultant shall bear legal liability) in the performance of professional services under this Agreement.
- b. Indemnity for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, and hold harmless (but not defend) District and District's Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs, including reasonable attorneys' fees and costs, court costs, defense costs and expert witness fees), to the extent caused by the negligent performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.
- c. Submission of insurance certificates or other proof of coverage shall not relieve Consultant from liability under this indemnification and hold harmless provisions. These provisions shall survive the termination of this Agreement and shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

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

14. No Assignment

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

15. Examination of Records

Consultant agrees that District shall have access to and the right to examine at any reasonable time and on reasonable notice Consultant's documents, papers and records, including accounting records, relating to or involving this Agreement. Notwithstanding the foregoing, District's right to inspect, copy and audit shall not extend to the composition of Consultant's rates and fees, percentage mark-ups or multipliers but shall apply only to their application to the applicable units.

16. Notice

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

To Consultant: _____

To District: LOS OLIVOS COMMUNITY SERVICES DISTRICT
Attn: Doug Pike, Interim General Manager
PO Box 345,
Los Olivos, CA 93441

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

17. No Waiver

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

rights or remedies arising out of this Agreement or the performance of this Agreement.

18. Partial Invalidity

If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

19. Terms

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

20. Incorporation of Recitals

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

21. California Law

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

22. Additional Provisions

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

23. Attorneys' Fees

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

24. Conflict of Interest

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

25. Interpretation

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

26. Corporate Authority

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

27. Limitation of Liability

The total amount of all claims District may have against Consultant under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees or \$1,000,000. As District's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers or directors.

Neither District nor Consultant shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services on this Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

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

DISTRICT:
LOS OLIVOS COMMUNITY SERVICES
DISTRICT

By: _____
Lisa Palmer, President

ATTEST:

Doug Pike, Interim General
Manager

CONSULTANT:

By: _____
Name: _____
Its: _____

EXHIBIT “A”

**LOS OLIVOS COMMUNITY SERVICES DISTRICT
INSURANCE REQUIREMENTS**

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

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

MINIMUM LIMITS OF INSURANCE

Consultant shall maintain limits no less than:

1. General Liability (Including operations, products and completed operations, as applicable): \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer’s Liability: \$1,000,000 per accident for bodily injury or disease.
4. Errors and Omissions Liability: A policy of professional liability insurance in an amount not less than \$1,000,000 per occurrence.

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

DEDUCTIBLES AND SELF-INSURED RETENTION

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

OTHER INSURANCE PROVISIONS`

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

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

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

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

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

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

ACCEPTABILITY OF INSURERS

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

VERIFICATION OF COVERAGE

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

SUB-CONTRACTORS

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

END OF PAGE

EXHIBIT “B”

GENERAL SCOPE OF WORK - INDIVIDUAL TASK ORDERS WILL BE PREPARED AND AMMENDED TO THIS CONTRACT

1. Project Summary

Los Olivos CSD is seeking professional Environmental Planning and Permitting Services to assist in the CSD in the development of the Los Olivos Wastewater Reclamation Program Project. Tasks may include any of the following:

- A. Participate in the Project Development Team:
 - i. Assist CSD Staff in navigating the environmental planning and permitting process.
 - ii. Create and file CEQA CE documents
 - iii. Assist with filling out permit applications
- B. Review and provide comments and/or proposed mitigations to CSD Staff on environmental documents such as Initial Studies/Scoping documents, Environmental Impact Reports, Mitigated Negative Declarations.
 - I. Interface with City Planners on behalf and with Public Works Staff when necessary to facilitate the process.

In performing all Environmental Planning and Permitting Services, the Consultant shall work to protect the interests of the City and to provide the highest quality of services possible for the City.

The Consultant is representing itself as a qualified professional in services provided to the City; therefore, it is acceptable to submit recommendations and comments for consideration on format, process, and additional content of providing the services. The City will consider comments and recommendations; however, City is not required to incorporate any of the recommendations or comments.

2. Typical Services Required

- a. The required services and abilities required to successfully perform Environmental Planning and Permitting Services for this project include, but are not limited to:
 - I. Application of state and local laws and ordinances and the City’s Municipal Code
 - II. Application of CEQA and NEPA (if applicable)
 - III. Thorough knowledge and understanding of the County’s General Plan
 - IV. Attendance at internal and external meetings with staff and other consultants
 - V. Attendance at DRB and Planning Commission (if needed)

- VI. Assist in preparation of Staff Reports and Exhibits for DRB and Planning Commission (if needed)
- VII. Review mitigation plans
- VIII. Application of the Storm Water Management Plan and the Regional Water Quality Control Board requirements. Inspection services are needed to inspect all construction projects that include soil disturbance before, during, and after construction. Inspectors must be certified pursuant to a State Water Board sponsored program as either (1) a Qualified Storm Water Pollution Prevention Plan (SWPPP) Developer (QSD); (2) a Qualified SWPPP Practitioner (QSP); or (3) a designated person on staff possesses a QSP to supervise inspection operations.
- IX. Understanding of and experience working with various agencies including but not limited to:
 - a. Caltrans
 - b. Coastal Commission
 - c. Santa Barbara Airport
 - d. County of Santa Barbara
 - e. Fish and Wildlife
 - f. Army Corps of Engineers
 - g. Regional Water Quality Control Board

3. Product Submittal Requirements

The selected consultant will provide a variety of products as a result of the work performed. These may include:

- a. Preliminary Environmental Assessment and review
- b. Meeting agenda's and summary notes.
- c. Environmental documentation requirements summary and estimates.
- d. Coordination of or production of required environmental studies.
- e. Drafting of environmental document.
- f. Permitting, including applications, correspondence with permitting agencies, drafting of mitigation plans as required, and mitigation monitoring if required.

EXHIBIT “C”

COMPENSATION

Consultant will complete all work based on the following Hourly Fee Schedule:



SCHEDULE OF BILLING RATES – 2020

Billing Level	Hourly Rate	Description
3	\$108	Junior Level position <input type="checkbox"/> Independently carries out assignments of limited scope using standard procedures, methods and techniques <input type="checkbox"/> Assists senior staff in carrying out more advanced procedures <input type="checkbox"/> Completed work is reviewed for feasibility and soundness of judgment <input type="checkbox"/> Graduate from an appropriate post-secondary program or equivalent <input type="checkbox"/> Generally, one to three years experience
4	\$113	
5	\$128	
6	\$132	Fully Qualified Professional Position <input type="checkbox"/> Carries out assignments requiring general familiarity within a broad field of the respective profession <input type="checkbox"/> Makes decisions by using a combination of standard methods and techniques <input type="checkbox"/> Actively participates in planning to ensure the achievement of objectives <input type="checkbox"/> Works independently to interpret information and resolve difficulties <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, three to six years experience
7	\$143	
8	\$149	
9	\$159	First Level Supervisor or first complete Level of Specialization <input type="checkbox"/> Provides applied professional knowledge and initiative in planning and coordinating work programs <input type="checkbox"/> Adapts established guidelines as necessary to address unusual issues <input type="checkbox"/> Decisions accepted as technically accurate, however may on occasion be reviewed for soundness of judgment <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, five to nine years experience
10	\$165	
11	\$176	
12	\$185	Highly Specialized Technical Professional or Supervisor of groups of professionals <input type="checkbox"/> Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise <input type="checkbox"/> Participates in short- and long-range planning to ensure the achievement of objectives <input type="checkbox"/> Makes responsible decisions on all matters, including policy recommendations, work methods, and financial controls associated with large expenditures <input type="checkbox"/> Reviews and evaluates technical work <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, ten to fifteen years experience with extensive, broad experience
13	\$193	
14	\$209	
15	\$219	Senior Level Consultant or Management <input type="checkbox"/> Recognized as an authority in a specific field with qualifications of significant value <input type="checkbox"/> Provides multidiscipline knowledge to deliver innovative solutions in related field of expertise <input type="checkbox"/> Independently conceives programs and problems for investigation <input type="checkbox"/> Participates in discussions to ensure the achievement of program and/or project objectives <input type="checkbox"/> Makes responsible decisions on expenditures, including large sums or implementation of major programs and/or projects <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, more than twelve years experience with extensive experience
16	\$234	
17	\$242	
18	\$244	

Note: Rates subject to escalation at end of calendar year.

From: [G. Ross Trindle](#)
To: [Doug Pike](#)
Cc: lisa@lpalmerconsulting.com
Subject: Legal Services Agreement Options
Date: Monday, November 23, 2020 4:44:40 PM
Attachments: [DRAFT Legal Services Agreement - Los Olivos CSD - 2021.DOCX](#)
[DRAFT Legal Services Agreement - Los Olivos CSD - 2021-2022.DOCX](#)

Good Afternoon Doug,

As I mentioned last week, the current legal series agreement between my firm and Los Olivos CSD will expire on December 31, 2020. We entered into the current agreement in January of 2019—which seems like a lifetime ago.

Before, the Board seemed to appreciate having two options to consider—a one-year option and a two-year option. Accordingly, I have negotiated with my firm's leadership on the two presented options.

Option 1: a one-year agreement commencing January 1, 2021 and expiring on December 31, 2021. The general services rate would be adjusted to \$200/hour for the contract term. Special counsel services would be adjusted as set forth in Exhibit A. (The District has not utilized these special counsel services to date and likely will not for the proposed term, so these adjustments likely represent little to no fiscal impacts.)

Option 2: a two-year agreement commencing January 1, 2021 and expiring on December 31, 2022. The general services rate would be adjusted to \$205/hour for the contract term. Special counsel services would be adjusted the same as Option 1 with the same note regarding past and anticipated utilization.

The cost savings between the one-year versus the two-year options comes from the fact that I expect a larger adjustment to my firm's rate structure from 2021 to 2022, than a I do from 2022 to 2023. If that turns out not to be the case, then I will make sure that, should the Board adopt Option 2, any adjustment that might come at the expiration of that term will not be more than the aggregate rate of Option 1 plus intervening adjustments.

Both of these rate options take into account the District's fiscal situation and I have secured a commitment from my firm's leadership that rates for LOCSD will remain below our regular rate structure until the District's long term finances become more established. (By then, I should be able to make the case that the District should receive an established client discount from the regular rates.)

Since the current agreement expires at the end of December, and there are no guarantees that another meeting will occur in December, I would ask that these options be presented to the Board at the December 2 special meeting. Since the meeting is mostly intended as a workshop, it may be helpful to consider these options first to get the item resolved quickly, allowing the Board to direct its undivided attention to the workshop materials for the remainder.

Any questions, please let me know.

Thanks Doug!

G. Ross Trindle, III | Partner

Aleshire & Wynder, LLP | 3880 Lemon St., Suite 520, Riverside, CA 92501

Tel: (951) 241-7338 | Fax: (951) 300-0985 | gtrindle@awattorneys.com | awattorneys.com

This email and any files transmitted with it may contain privileged or otherwise confidential information. If you are not the intended recipient, or believe that you may have received this communication in error, please advise the sender via email and delete the email you received.

**CONTRACT SERVICES AGREEMENT FOR
GENERAL COUNSEL LEGAL SERVICES –
LOS OLIVOS COMMUNITY SERVICES DISTRICT**

This CONTRACT SERVICES AGREEMENT FOR GENERAL COUNSEL LEGAL SERVICES (“Agreement”) is effective as of the 1st day of January 2021 by and between the law firm of ALESHIRE & WYNDER, LLP, a California limited liability partnership (“A&W”), and the LOS OLIVOS COMMUNITY SERVICES DISTRICT (“District”). The governing body of the District is the BOARD OF DIRECTORS (“Board”).

1. APPOINTMENT

District hereby appoints G. Ross Trindle, III as District Counsel, and hires A&W therefore to render the legal services as specified herein, under the direction of the Board.

A&W represents that it employs, or will employ at its own expense, all personnel required for the satisfactory performance of any and all tasks and services set forth herein. A&W shall not replace the designated District Counsel (or any successors to such person) without the Board’s prior approval.

2. SCOPE OF WORK AND DUTIES

A. A&W will provide representation to District in all of its general counsel and transactional legal matters except as otherwise designated hereby or by the Board. A&W will provide all other legal services as set forth herein and only as authorized by the Board.

B. District Counsel will keep District informed as to the progress and status of all pending matters in accordance with such procedures as the District may establish from time to time. District Counsel is expected to manage, control and oversee the delivery of legal services in a competent, professional, and cost-effective manner, and hereby agrees that all services performed shall be provided in a manner commensurate with competent professional standards. All legal services shall be properly supervised and all personnel shall be qualified to handle the work assigned.

C. All legal services shall be coordinated under the direction of the Board. Nothing in this Agreement shall be construed in any manner as limiting the ultimate and absolute discretion of the Board, at any time, to assign or reassign any legal matter of District from or to A&W.

3. DISTRICT DUTIES

District agrees to provide such information, assistance, cooperation, and access to books, records, and other information, as is necessary for A&W to effectively render its professional services under this Agreement. To the extent District desires services to be rendered on site, District, at District’s expense, will make available sufficient office space, furniture, telephones, computers, facsimile machines, and secretarial support, as approved by the Board as may be

necessary therefor. District further agrees to abide by this Agreement, and to timely pay A&W's bills for fees, costs, and expenses as provided herein.

4. PERSONNEL

In addition to G. Ross Trindle, III acting as District Counsel, A&W will provide additional attorneys and staff who are qualified and have the expertise to render legal services hereunder, as may be required from time to time. District Counsel retains the right and authority to select additional attorneys and staff in rendering legal services hereunder.

Assignments may be modified as provided in Section 2 above and except as so provided, A&W will exercise its discretion to utilize whichever attorney(s) and staff it determines to be best suited to its rendering of legal services under this Agreement, consistent with the competent and efficient rendering of legal services, and with a view toward rendering such services in an economically efficient manner.

5. COMPENSATION

A&W's fees for general counsel and transactional services will be charged on an hourly rate basis. All legal services authorized by the District shall be charged on an hourly basis for all time actually expended, as set forth in the compensation schedules shown in Exhibit "A" attached hereto and incorporated herein by this reference. The rates in Exhibit A would remain in effect through **December 31, 2021**, except as otherwise stated.

6. COSTS AND OTHER CHARGES

A&W may incur various costs and expenses in rendering the legal services required by this Agreement which, if customary and necessary for the performance of legal services hereunder, shall be reimbursable by District. These costs and expenses are described in more detail in Exhibit "B". District agrees to reimburse A&W for these costs and expenses in addition to the fees for legal services. Reimbursable costs shall not include any overhead nor administrative charge by A&W, except as provided herein.

A&W may determine it necessary or appropriate to use one or more outside investigators, consultants, or experts in rendering the legal services required. District will be responsible for paying such fees and charges. A&W will not, however, retain the services of any outside investigators, consultants, or experts without the prior agreement of District. A&W will select any investigators, consultants, or experts to be hired.

The cost and expenses referred to herein include certain travel expenses, transportation, meals, and lodging; when incurred on behalf of the client. Generally, these will only be charged when outside of the area, and only with the prior agreement of District. Mileage calculations will be made from the office of the designated District Counsel.

Finally, periodically, when on-site, A&W personnel may be required to make local and long-distance telephone calls, or make photocopies, or incur other expenses on behalf of the District as well as other clients. A&W will not be charged for such expenses and, in exchange, will not charge the District for calls made from our office or other locations to the District.

7. STATEMENTS AND PAYMENT

A&W shall render to District a statement for fees, costs, and expenses incurred on a periodic basis (generally monthly). Such statement(s) shall indicate the basis of the fees, including the hours worked, the hourly rate(s) if applicable, and a brief description of the work performed. Separate billing categories can be established to track costs associated with District funding categories or to track project costs, or such other basis as the District may direct. Reimbursable costs shall be separately itemized.

Payments shall be made by District as set forth in Exhibit "A."

8. PROHIBITION AGAINST SUBCONTRACTING OR ASSIGNMENT

The experience, knowledge, capability and reputation of A&W, its partners, attorneys, and employees, was a substantial inducement for District to enter into this Agreement. Therefore, A&W shall not contract with any other person or entity to perform, in whole or in part, the legal services required under this Agreement without the written approval of District. In addition, neither this Agreement, nor any interest herein, may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily, or by operation of law, whether for the benefit of creditors, or otherwise, without the prior written approval of District. Adding attorneys to A&W, changes in the partnership, name changes and similar changes shall not be deemed a transfer or assignment requiring approval of District or amendment hereof.

9. INDEPENDENT CONTRACTOR

A&W shall perform all legal services required under this Agreement as an independent contractor of District, and shall remain, at all times as to District, a wholly independent contractor with only such obligations as are required under this Agreement. Neither District, nor any of its employees, shall have any control over the manner, mode, or means by which A&W, its agents or employees, render the legal services required under this Agreement, except as otherwise set forth. District shall have no voice in the selection, discharge, supervision or control of A&W employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service.

10. INSURANCE

A&W shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to District, during the entire term of this Agreement, including any extension thereof, the following policies of insurance:

(a) Comprehensive General Liability Insurance. A policy of comprehensive general liability insurance written on a per occurrence basis in an amount not less than a combined single limit of One Million Dollars (\$1,000,000.00), and One Million Dollars (\$1,000,000.00) products and completed operations.

(b) Workers' Compensation Insurance. A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both A&W and District against any loss, claim

or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the District in the course of carrying out the work or services contemplated in this Agreement.

(c) **Automobile Insurance.** A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than a combined single limit liability of One Million Dollars (\$1,000,000.00). Said policy shall include coverage for owner, non-owner, leased and hired cars.

(d) **Errors and Omissions Insurance.** A policy of professional liability insurance written on a claims made basis in an amount not less than Three Million Dollars (\$3,000,000.00).

Except for the policy of professional liability insurance, all of the above policies of insurance shall be primary insurance and shall name District, its officers, employers and agents as additionally insured. Except for the policy of professional liability insurance, the insurer shall waive all rights of subrogation and contribution it may have against the District, its officers, employees and agents and their respective insurers. Except for the policy of professional liability insurance, all of said policies of insurance shall provide that said insurance may not be amended or canceled without providing thirty (30) days prior written notice by registered mail to the District. In the event any of said policies of insurance are cancelled, the attorney shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section to the District. Failure to do so is cause for termination.

11. INDEMNIFICATION

A&W agrees to indemnify District, its officers, employees and agents against, and will hold and save each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the work, operations or activities of A&W, its agents, employees, subcontractors, or invitees, provided for herein or arising from the acts or omissions of A&W hereunder, or arising from A&W's performance of or failure to perform any term, provision, covenant or condition of this Agreement, except to the extent such claims or liabilities arise from the negligence or willful misconduct of District, its officers, agents or employees.

12. NOTICES

Notices required pursuant to this Agreement shall be given by personal service upon the party to be notified, or by delivery of same into the custody of the United States Postal Service, or its lawful successor, or a reputable overnight courier service, postage prepaid and addressed as follows:

DISTRICT: Los Olivos Community Services District
 PO Box 345
 Los Olivos, CA 93441
 Attention: Board President

ATTORNEY: Aleshire & Wynder, LLP
3880 Lemon Street, Suite 520
Riverside, CA 92501
Attention: G. Ross Trindle, III
gtrindle@awattorneys.com

Service of a notice by personal service shall be deemed to have been given as of the date of such personal service. Notice given by deposit with the United States Postal Service shall be deemed to have been given two (2) consecutive business days following the deposit of the same into the custody of said Postal Service. Notice by overnight courier shall be deemed to have been given one (1) business day following the deposit of the same into the custody of the overnight courier. Either party hereto may, from time to time, by written notice to the other, designate a different address or person which shall be substituted for that specified above.

13. NON-DISCRIMINATION

In connection with the execution of this Agreement, A&W shall not discriminate against any employee or applicant for employment because of race, religion, marital status, color, sex, disability, sexual orientation, gender identity, or national origin. A&W shall take affirmative action to ensure that applicants are employed, and that employees are treated fairly during their employment, without regard to their race, religion, marital status, color, sex, disability, sexual orientation, gender identity, or national origin. Such actions shall include, but not be limited to the following: employment, promotion, demotion, transfer, duties assignment; recruitment or recruitment advertising; layoff of termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

14. TERM, DISCHARGE AND WITHDRAWAL

This Agreement shall continue in effect, subject to modification of fees as provided in Section 5, until terminated by either party hereto. District may discharge A&W at any time, with or without notice, with no right to hearing or notice. A&W may withdraw from District's representation at any time, to the extent permitted by law, and the Rules of Professional Conduct, upon at least sixty (60) days' notice to District.

In the event of such discharge or withdrawal, District will pay A&W professional fees and costs, in accordance with this Agreement, for all work done (and costs incurred) through the date of cessation of legal representation. District agrees to execute, upon request, a stipulation in such form as to permit A&W to withdraw as District's attorneys of record in any legal action then pending. A&W shall deliver all documents and records of District to District, or to counsel designated by District, and assist to the fullest extent possible in the orderly transition of all pending matters to District's counsel.

15. CONFLICTS

A&W has no present or contemplated employment which is adverse to the District. A&W agrees that it shall not represent clients in matters either litigation or non-litigation against the District, except as provided below. A&W may have past and present clients or may have

future clients, which, from time to time, may have interests adverse to District, and A&W reserves the right to represent such clients in matters not connected with its representation of the District.

If a potential conflict of interest arises in A&W's representation of two clients, if such conflict is only speculative or minor, A&W shall seek waivers from each client with regards to such representation. However, if real conflicts exist, A&W would withdraw from representing either client in the matter, and assist them in obtaining outside counsel.

16. ATTORNEY FEES AND COSTS

If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provision of this Agreement, the prevailing party shall be entitled to receive from the losing party all costs and expenses and such an amount as the court may adjudge to be reasonable attorney's fees.

17. VENUE

The venue of any action or claim brought by any party to this Agreement will be in Los Angeles County. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue.

18. INTEGRATED AGREEMENT; AMENDMENT

This Agreement contains all of the agreement of the parties and cannot be amended or modified except by written agreement. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

19. CORPORATE AUTHORITY

The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that in so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date of execution by the District.

[SIGNATURES ON FOLLOWING PAGE]

Dated: _____, 2020

**LOS OLIVOS COMMUNITY
SERVICES DISTRICT**

By: _____

By: Lisa Palmer

Its: Board President

ATTEST:

By: _____

By: Julie Kennedy

Its: Board Secretary

Dated: _____, 2020

ALESHIRE & WYNDER, LLP

By: _____

Eric L. Dunn – Equity Partner

EXHIBIT A - FEE AGREEMENT

A. GENERAL

We generally charge fees on an hourly basis only for time actually expended on behalf of a client. Given the District's current situation as a new entity with limited funding, we propose a an extended period of time for payment of costs/expenses.

Also included below are typical hourly rates for legal services, including outside of general counsel and transactional services. Hourly rate services typically are billed based upon the type of work and the attorney performing the work. We bill in time increments of one-tenth (0.1) of an hour, which is about six (6) minutes. We also utilize separate billing accounts based upon the District's departments, litigation matters, development projects, construction projects, and other unique matters. The monthly billing statements for fees and costs shall indicate the basis of the fees, including a detailed and auditable breakdown of the hours worked, the billable rates charged if applicable, and description of the work performed, including the personnel who performed the work.

The fee arrangement for general counsel and transactional services will remain valid through December 31, 2021. Thereafter the rates would be subject to adjustment as agreed to between the District and the Firm.

Our reimbursable expenses generally are as follows:

REIMBURSABLE	
In house photocopies and faxes	\$0.20 per page (copies)
Postage, Out-of-Pocket Expenses, Outsourced Reproduction	Billed at our cost with no mark up.
Travel Time Mileage	The current IRS mileage rate is the rate charged to the District.
Lodging/Meals	Lodging/Meal expense up to \$225 per in-person meeting
Subcontractors	Should the District request that the Firm retain subcontractors, such as appraisers or expert witnesses or consultants, such costs will be billed at our cost with no mark up.

EXHIBIT A - FEE AGREEMENT

B. RATES*

PROPOSED RATES	
<p>1. Advisory Services & Transactional Services*: Advisory Services are general counsel services such as communications with the District on general legal issues, upcoming agendas, and Committee and Board meetings, with occasionally the need for limited legal or factual research. Transactional Services are those that require drafting of correspondence, memos, or contracts, which may require legal or factual research.</p>	<p>2021: \$200/hour.</p> <p>Rates include all work by Partners, Of Counsel, Associates, Paralegals, and/or Law Clerks. Cost for 2022 to be negotiated.</p>
<p>2. Litigation and Special Services:** Litigation and Special Services include litigation in any court or tribunal, and administrative proceedings in federal, State, county, or local forums, and special services when approved by General Manager such as labor and employment, real estate transactions, major contract negotiations, toxics wastes, and similar services, as well as services that call for expenditures of time outside the normal and typical amounts of time spent on providing the District's services on a monthly basis.</p>	<p>Partners & Of Counsel: \$275 Associates: \$225 Paralegal: \$170 Law Clerk: \$110 Legal Assistant & Clerical Support: \$0</p>
<p>3. Risk Management Litigation:** Litigation of tort claims against the District.</p>	<p>Blended Attorney Rate: \$225 Paralegal: \$180 Law Clerk: \$120 Legal Assistant & Clerical Support: \$0</p>
<p>4. Public Finance Rates: For public finance the fee structure shall be as follows: (i) one and one-half (1 ½) percent of the first \$1 million executed and delivered; three-quarters percent of the next \$4 million executed and delivered; one-third percent of the next \$10 million; one-eighth percent of the next \$10 million; and one-tenth percent of any amount over \$25 million; subject to a minimum fee of Forty Thousand Dollars (\$40,000); and (ii) For land-based issues (e.g., CFDs and Assessment Districts), a minimum additional fee of \$15,000 payable from a developer's deposit shall apply for the formation of each district or improvement area.</p> <p>In the event that multiple series of bonds, loans or notes are issued, the foregoing fee schedule would be applied to each issue. Fees shall be contingent unless otherwise directed by the client. If contingent, payment of the fees is entirely contingent upon the successful execution and delivery of the bonds or notes to be payable on or after delivery except for out-of-pocket expenses. In addition to the foregoing, a fee of \$7,500 may be charged if a tax opinion is required. At the discretion of the District, District can choose a non-contingent structure in lieu of the above schedule at the rate of \$410 per hour on a blended rate for all attorney time incurred, \$160 for paralegals, and \$100 for law clerks. Fees may be adjusted upon negotiation with the District to the extent there are significant delays in the transaction or the transaction is extremely complex.</p>	

EXHIBIT A - FEE AGREEMENT

- * Other rates may be subject to determination, such as where there is an opportunity to obtain cost recovery through a private party such as a developer.
- ** These rates would remain in effect through December 31, 2021 when they would increase by \$10 per hour.

EXHIBIT B
STATEMENT OF BILLING PRACTICES FOR LEGAL SERVICES

The Firm's fees are charged on an hourly basis for all time actually expended. The current hourly design rate for the attorneys and staff working on this matter will be set forth in the billing statement. Annually, you will be provided with the prevailing hourly design rates for the attorneys who will spend the predominate amount of time on this matter. It should be understood that hourly rates are reviewed, and when appropriate, adjusted to reflect increases in seniority and experience as well as inflationary factors. However, when rates are specified in the contract, these rates control.

The Firm will incur various costs and expenses in performing legal services. These costs and expenses are separately billed to the client and may include fees fixed by law or assessed by public agencies, messenger and other delivery fees, postage, parking, and other local travel expenses, photocopying (charge of twenty cents (\$.20) per page) and other reproduction costs, clerical, staff overtime, computer-assisted research fees, travel costs, including mileage at the current IRS rate per mile, airfare, lodging, meals, and incidentals, and other similar items including deposition, reporter fees, and transcript fees. In addition, the District will be responsible for paying the fees of consultants and other outside experts who are retained after consultation (mileage, reproduction and other costs are periodically adjusted in accordance with the Firm's actual costs).

Travel costs including mileage (current IRS rate), parking, airfare, lodging, meals, and incidentals are charged in connection with administrative or judicial proceedings, or when traveling outside of Los Angeles, Riverside, San Bernardino or Orange Counties unless special arrangements are made. Travel time may also be charged.

The monthly billing statements for fees and costs shall indicate the basis of the charge, including the hours worked, the billable rates charged if applicable, and description of the work performed. Costs and expenses will be recorded on a monthly basis but shall be due for payment on the same schedule for fees set in Exhibit A. In the event any statement remains unpaid for more than thirty (30) days after the date of the statement, interest thereon at the rate of ten percent (10%) per annum shall be due and payable thereafter on the unpaid balance.

All bills are expected to be paid timely; if additional time is required, District should contact District Counsel as soon as practicable to discuss and document any alternative payment arrangement.

It is expressly understood that the client may discharge Firm at any time. Firm may withdraw from representation at any time to the extent permitted under the Rules of Professional Conduct, upon reasonable notice to the client. In the event of such discharge or withdrawal, client shall pay Firm fees and costs in accordance with this agreement for all work done (and costs incurred) through the termination of Firm representation to Client. Upon such termination withdrawal, Firm shall deliver to client all of its files in this matter and any property in possession at Firm belonging to client.

**CONTRACT SERVICES AGREEMENT FOR
GENERAL COUNSEL LEGAL SERVICES –
LOS OLIVOS COMMUNITY SERVICES DISTRICT**

This CONTRACT SERVICES AGREEMENT FOR GENERAL COUNSEL LEGAL SERVICES (“Agreement”) is effective as of the 1st day of January 2021 by and between the law firm of ALESHIRE & WYNDER, LLP, a California limited liability partnership (“A&W”), and the LOS OLIVOS COMMUNITY SERVICES DISTRICT (“District”). The governing body of the District is the BOARD OF DIRECTORS (“Board”).

1. APPOINTMENT

District hereby appoints G. Ross Trindle, III as District Counsel, and hires A&W therefore to render the legal services as specified herein, under the direction of the Board.

A&W represents that it employs, or will employ at its own expense, all personnel required for the satisfactory performance of any and all tasks and services set forth herein. A&W shall not replace the designated District Counsel (or any successors to such person) without the Board’s prior approval.

2. SCOPE OF WORK AND DUTIES

A. A&W will provide representation to District in all of its general counsel and transactional legal matters except as otherwise designated hereby or by the Board. A&W will provide all other legal services as set forth herein and only as authorized by the Board.

B. District Counsel will keep District informed as to the progress and status of all pending matters in accordance with such procedures as the District may establish from time to time. District Counsel is expected to manage, control and oversee the delivery of legal services in a competent, professional, and cost-effective manner, and hereby agrees that all services performed shall be provided in a manner commensurate with competent professional standards. All legal services shall be properly supervised and all personnel shall be qualified to handle the work assigned.

C. All legal services shall be coordinated under the direction of the Board. Nothing in this Agreement shall be construed in any manner as limiting the ultimate and absolute discretion of the Board, at any time, to assign or reassign any legal matter of District from or to A&W.

3. DISTRICT DUTIES

District agrees to provide such information, assistance, cooperation, and access to books, records, and other information, as is necessary for A&W to effectively render its professional services under this Agreement. To the extent District desires services to be rendered on site, District, at District’s expense, will make available sufficient office space, furniture, telephones, computers, facsimile machines, and secretarial support, as approved by the Board as may be

necessary therefor. District further agrees to abide by this Agreement, and to timely pay A&W's bills for fees, costs, and expenses as provided herein.

4. PERSONNEL

In addition to G. Ross Trindle, III acting as District Counsel, A&W will provide additional attorneys and staff who are qualified and have the expertise to render legal services hereunder, as may be required from time to time. District Counsel retains the right and authority to select additional attorneys and staff in rendering legal services hereunder.

Assignments may be modified as provided in Section 2 above and except as so provided, A&W will exercise its discretion to utilize whichever attorney(s) and staff it determines to be best suited to its rendering of legal services under this Agreement, consistent with the competent and efficient rendering of legal services, and with a view toward rendering such services in an economically efficient manner.

5. COMPENSATION

A&W's fees for general counsel and transactional services will be charged on an hourly rate basis. All legal services authorized by the District shall be charged on an hourly basis for all time actually expended, as set forth in the compensation schedules shown in Exhibit "A" attached hereto and incorporated herein by this reference. The rates in Exhibit A would remain in effect through **December 31, 2022**, except as otherwise stated.

6. COSTS AND OTHER CHARGES

A&W may incur various costs and expenses in rendering the legal services required by this Agreement which, if customary and necessary for the performance of legal services hereunder, shall be reimbursable by District. These costs and expenses are described in more detail in Exhibit "B". District agrees to reimburse A&W for these costs and expenses in addition to the fees for legal services. Reimbursable costs shall not include any overhead nor administrative charge by A&W, except as provided herein.

A&W may determine it necessary or appropriate to use one or more outside investigators, consultants, or experts in rendering the legal services required. District will be responsible for paying such fees and charges. A&W will not, however, retain the services of any outside investigators, consultants, or experts without the prior agreement of District. A&W will select any investigators, consultants, or experts to be hired.

The cost and expenses referred to herein include certain travel expenses, transportation, meals, and lodging; when incurred on behalf of the client. Generally, these will only be charged when outside of the area, and only with the prior agreement of District. Mileage calculations will be made from the office of the designated District Counsel.

Finally, periodically, when on-site, A&W personnel may be required to make local and long-distance telephone calls, or make photocopies, or incur other expenses on behalf of the District as well as other clients. A&W will not be charged for such expenses and, in exchange, will not charge the District for calls made from our office or other locations to the District.

7. STATEMENTS AND PAYMENT

A&W shall render to District a statement for fees, costs, and expenses incurred on a periodic basis (generally monthly). Such statement(s) shall indicate the basis of the fees, including the hours worked, the hourly rate(s) if applicable, and a brief description of the work performed. Separate billing categories can be established to track costs associated with District funding categories or to track project costs, or such other basis as the District may direct. Reimbursable costs shall be separately itemized.

Payments shall be made by District as set forth in Exhibit "A."

8. PROHIBITION AGAINST SUBCONTRACTING OR ASSIGNMENT

The experience, knowledge, capability and reputation of A&W, its partners, attorneys, and employees, was a substantial inducement for District to enter into this Agreement. Therefore, A&W shall not contract with any other person or entity to perform, in whole or in part, the legal services required under this Agreement without the written approval of District. In addition, neither this Agreement, nor any interest herein, may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily, or by operation of law, whether for the benefit of creditors, or otherwise, without the prior written approval of District. Adding attorneys to A&W, changes in the partnership, name changes and similar changes shall not be deemed a transfer or assignment requiring approval of District or amendment hereof.

9. INDEPENDENT CONTRACTOR

A&W shall perform all legal services required under this Agreement as an independent contractor of District, and shall remain, at all times as to District, a wholly independent contractor with only such obligations as are required under this Agreement. Neither District, nor any of its employees, shall have any control over the manner, mode, or means by which A&W, its agents or employees, render the legal services required under this Agreement, except as otherwise set forth. District shall have no voice in the selection, discharge, supervision or control of A&W employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service.

10. INSURANCE

A&W shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to District, during the entire term of this Agreement, including any extension thereof, the following policies of insurance:

(a) Comprehensive General Liability Insurance. A policy of comprehensive general liability insurance written on a per occurrence basis in an amount not less than a combined single limit of One Million Dollars (\$1,000,000.00), and One Million Dollars (\$1,000,000.00) products and completed operations.

(b) Workers' Compensation Insurance. A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both A&W and District against any loss, claim

or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the District in the course of carrying out the work or services contemplated in this Agreement.

(c) **Automobile Insurance.** A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than a combined single limit liability of One Million Dollars (\$1,000,000.00). Said policy shall include coverage for owner, non-owner, leased and hired cars.

(d) **Errors and Omissions Insurance.** A policy of professional liability insurance written on a claims made basis in an amount not less than Three Million Dollars (\$3,000,000.00).

Except for the policy of professional liability insurance, all of the above policies of insurance shall be primary insurance and shall name District, its officers, employers and agents as additionally insured. Except for the policy of professional liability insurance, the insurer shall waive all rights of subrogation and contribution it may have against the District, its officers, employees and agents and their respective insurers. Except for the policy of professional liability insurance, all of said policies of insurance shall provide that said insurance may not be amended or canceled without providing thirty (30) days prior written notice by registered mail to the District. In the event any of said policies of insurance are cancelled, the attorney shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section to the District. Failure to do so is cause for termination.

11. INDEMNIFICATION

A&W agrees to indemnify District, its officers, employees and agents against, and will hold and save each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the work, operations or activities of A&W, its agents, employees, subcontractors, or invitees, provided for herein or arising from the acts or omissions of A&W hereunder, or arising from A&W's performance of or failure to perform any term, provision, covenant or condition of this Agreement, except to the extent such claims or liabilities arise from the negligence or willful misconduct of District, its officers, agents or employees.

12. NOTICES

Notices required pursuant to this Agreement shall be given by personal service upon the party to be notified, or by delivery of same into the custody of the United States Postal Service, or its lawful successor, or a reputable overnight courier service, postage prepaid and addressed as follows:

DISTRICT: Los Olivos Community Services District
 PO Box 345
 Los Olivos, CA 93441
 Attention: Board President

ATTORNEY: Aleshire & Wynder, LLP
3880 Lemon Street, Suite 520
Riverside, CA 92501
Attention: G. Ross Trindle, III
gtrindle@awattorneys.com

Service of a notice by personal service shall be deemed to have been given as of the date of such personal service. Notice given by deposit with the United States Postal Service shall be deemed to have been given two (2) consecutive business days following the deposit of the same into the custody of said Postal Service. Notice by overnight courier shall be deemed to have been given one (1) business day following the deposit of the same into the custody of the overnight courier. Either party hereto may, from time to time, by written notice to the other, designate a different address or person which shall be substituted for that specified above.

13. NON-DISCRIMINATION

In connection with the execution of this Agreement, A&W shall not discriminate against any employee or applicant for employment because of race, religion, marital status, color, sex, disability, sexual orientation, gender identity, or national origin. A&W shall take affirmative action to ensure that applicants are employed, and that employees are treated fairly during their employment, without regard to their race, religion, marital status, color, sex, disability, sexual orientation, gender identity, or national origin. Such actions shall include, but not be limited to the following: employment, promotion, demotion, transfer, duties assignment; recruitment or recruitment advertising; layoff of termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

14. TERM, DISCHARGE AND WITHDRAWAL

This Agreement shall continue in effect, subject to modification of fees as provided in Section 5, until terminated by either party hereto. District may discharge A&W at any time, with or without notice, with no right to hearing or notice. A&W may withdraw from District's representation at any time, to the extent permitted by law, and the Rules of Professional Conduct, upon at least sixty (60) days' notice to District.

In the event of such discharge or withdrawal, District will pay A&W professional fees and costs, in accordance with this Agreement, for all work done (and costs incurred) through the date of cessation of legal representation. District agrees to execute, upon request, a stipulation in such form as to permit A&W to withdraw as District's attorneys of record in any legal action then pending. A&W shall deliver all documents and records of District to District, or to counsel designated by District, and assist to the fullest extent possible in the orderly transition of all pending matters to District's counsel.

15. CONFLICTS

A&W has no present or contemplated employment which is adverse to the District. A&W agrees that it shall not represent clients in matters either litigation or non-litigation against the District, except as provided below. A&W may have past and present clients or may have

future clients, which, from time to time, may have interests adverse to District, and A&W reserves the right to represent such clients in matters not connected with its representation of the District.

If a potential conflict of interest arises in A&W's representation of two clients, if such conflict is only speculative or minor, A&W shall seek waivers from each client with regards to such representation. However, if real conflicts exist, A&W would withdraw from representing either client in the matter, and assist them in obtaining outside counsel.

16. ATTORNEY FEES AND COSTS

If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provision of this Agreement, the prevailing party shall be entitled to receive from the losing party all costs and expenses and such an amount as the court may adjudge to be reasonable attorney's fees.

17. VENUE

The venue of any action or claim brought by any party to this Agreement will be in Los Angeles County. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue.

18. INTEGRATED AGREEMENT; AMENDMENT

This Agreement contains all of the agreement of the parties and cannot be amended or modified except by written agreement. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

19. CORPORATE AUTHORITY

The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that in so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date of execution by the District.

[SIGNATURES ON FOLLOWING PAGE]

Dated: _____, 2020

**LOS OLIVOS COMMUNITY
SERVICES DISTRICT**

By: _____

By: Lisa Palmer

Its: Board President

ATTEST:

By: _____

By: Julie Kennedy

Its: Board Secretary

Dated: _____, 2020

ALESHIRE & WYNDER, LLP

By: _____

Eric L. Dunn – Equity Partner

EXHIBIT A - FEE AGREEMENT

A. GENERAL

We generally charge fees on an hourly basis only for time actually expended on behalf of a client. Given the District’s current situation as a new entity with limited funding, we propose a an extended period of time for payment of costs/expenses.

Also included below are typical hourly rates for legal services, including outside of general counsel and transactional services. Hourly rate services typically are billed based upon the type of work and the attorney performing the work. We bill in time increments of one-tenth (0.1) of an hour, which is about six (6) minutes. We also utilize separate billing accounts based upon the District’s departments, litigation matters, development projects, construction projects, and other unique matters. The monthly billing statements for fees and costs shall indicate the basis of the fees, including a detailed and auditable breakdown of the hours worked, the billable rates charged if applicable, and description of the work performed, including the personnel who performed the work.

The fee arrangement for general counsel and transactional services will remain valid through December 31, 2022. Thereafter the rates would be subject to adjustment as agreed to between the District and the Firm.

Our reimbursable expenses generally are as follows:

REIMBURSABLE	
In house photocopies and faxes	\$0.20 per page (copies)
Postage, Out-of-Pocket Expenses, Outsourced Reproduction	Billed at our cost with no mark up.
Travel Time Mileage	The current IRS mileage rate is the rate charged to the District.
Lodging/Meals	Lodging/Meal expense up to \$225 per in-person meeting
Subcontractors	Should the District request that the Firm retain subcontractors, such as appraisers or expert witnesses or consultants, such costs will be billed at our cost with no mark up.

EXHIBIT A - FEE AGREEMENT

B. RATES*

PROPOSED RATES	
<p>1. Advisory Services & Transactional Services*: Advisory Services are general counsel services such as communications with the District on general legal issues, upcoming agendas, and Committee and Board meetings, with occasionally the need for limited legal or factual research. Transactional Services are those that require drafting of correspondence, memos, or contracts, which may require legal or factual research.</p>	<p>2021 – 2022 (inclusive): \$205/hour.</p> <p>Rates include all work by Partners, Of Counsel, Associates, Paralegals, and/or Law Clerks. Cost for 2023 to be negotiated.</p>
<p>2. Litigation and Special Services:** Litigation and Special Services include litigation in any court or tribunal, and administrative proceedings in federal, State, county, or local forums, and special services when approved by General Manager such as labor and employment, real estate transactions, major contract negotiations, toxics wastes, and similar services, as well as services that call for expenditures of time outside the normal and typical amounts of time spent on providing the District’s services on a monthly basis.</p>	<p>Partners & Of Counsel: \$275 Associates: \$225 Paralegal: \$170 Law Clerk: \$110 Legal Assistant & Clerical Support: \$0</p>
<p>3. Risk Management Litigation:** Litigation of tort claims against the District.</p>	<p>Blended Attorney Rate: \$225 Paralegal: \$180 Law Clerk: \$120 Legal Assistant & Clerical Support: \$0</p>
<p>4. Public Finance Rates: For public finance the fee structure shall be as follows: (i) one and one-half (1 ½) percent of the first \$1 million executed and delivered; three-quarters percent of the next \$4 million executed and delivered; one-third percent of the next \$10 million; one-eighth percent of the next \$10 million; and one-tenth percent of any amount over \$25 million; subject to a minimum fee of Forty Thousand Dollars (\$40,000); and (ii) For land-based issues (e.g., CFDs and Assessment Districts), a minimum additional fee of \$15,000 payable from a developer’s deposit shall apply for the formation of each district or improvement area.</p> <p>In the event that multiple series of bonds, loans or notes are issued, the foregoing fee schedule would be applied to each issue. Fees shall be contingent unless otherwise directed by the client. If contingent, payment of the fees is entirely contingent upon the successful execution and delivery of the bonds or notes to be payable on or after delivery except for out-of-pocket expenses. In addition to the foregoing, a fee of \$7,500 may be charged if a tax opinion is required. At the discretion of the District, District can choose a non-contingent structure in lieu of the above schedule at the rate of \$410 per hour on a blended rate for all attorney time incurred, \$160 for paralegals, and \$100 for law clerks. Fees may be adjusted upon negotiation with the District to the extent there are significant delays in the transaction or the transaction is extremely complex.</p>	

EXHIBIT A - FEE AGREEMENT

- * Other rates may be subject to determination, such as where there is an opportunity to obtain cost recovery through a private party such as a developer.
- ** These rates would remain in effect through December 31, 2021 when they would increase by \$10 per hour.

EXHIBIT B
STATEMENT OF BILLING PRACTICES FOR LEGAL SERVICES

The Firm's fees are charged on an hourly basis for all time actually expended. The current hourly design rate for the attorneys and staff working on this matter will be set forth in the billing statement. Annually, you will be provided with the prevailing hourly design rates for the attorneys who will spend the predominate amount of time on this matter. It should be understood that hourly rates are reviewed, and when appropriate, adjusted to reflect increases in seniority and experience as well as inflationary factors. However, when rates are specified in the contract, these rates control.

The Firm will incur various costs and expenses in performing legal services. These costs and expenses are separately billed to the client and may include fees fixed by law or assessed by public agencies, messenger and other delivery fees, postage, parking, and other local travel expenses, photocopying (charge of twenty cents (\$.20) per page) and other reproduction costs, clerical, staff overtime, computer-assisted research fees, travel costs, including mileage at the current IRS rate per mile, airfare, lodging, meals, and incidentals, and other similar items including deposition, reporter fees, and transcript fees. In addition, the District will be responsible for paying the fees of consultants and other outside experts who are retained after consultation (mileage, reproduction and other costs are periodically adjusted in accordance with the Firm's actual costs).

Travel costs including mileage (current IRS rate), parking, airfare, lodging, meals, and incidentals are charged in connection with administrative or judicial proceedings, or when traveling outside of Los Angeles, Riverside, San Bernardino or Orange Counties unless special arrangements are made. Travel time may also be charged.

The monthly billing statements for fees and costs shall indicate the basis of the charge, including the hours worked, the billable rates charged if applicable, and description of the work performed. Costs and expenses will be recorded on a monthly basis but shall be due for payment on the same schedule for fees set in Exhibit A. In the event any statement remains unpaid for more than thirty (30) days after the date of the statement, interest thereon at the rate of ten percent (10%) per annum shall be due and payable thereafter on the unpaid balance.

All bills are expected to be paid timely; if additional time is required, District should contact District Counsel as soon as practicable to discuss and document any alternative payment arrangement.

It is expressly understood that the client may discharge Firm at any time. Firm may withdraw from representation at any time to the extent permitted under the Rules of Professional Conduct, upon reasonable notice to the client. In the event of such discharge or withdrawal, client shall pay Firm fees and costs in accordance with this agreement for all work done (and costs incurred) through the termination of Firm representation to Client. Upon such termination withdrawal, Firm shall deliver to client all of its files in this matter and any property in possession at Firm belonging to client.