

Lisa Palmer, President  
Tom Fayram, Vice President  
Mike Arme, Director  
Brian O'Neill, Director  
Brad Ross, Director



Posted: 5-6-2022

**LOS OLIVOS COMMUNITY SERVICES DISTRICT**  
**Board of Directors Regular Meeting - May 11, 2022, 6:00 PM**

**REGULAR MEETING AGENDA**

**St. Mark's in the Valley Episcopal Church, Stacy Hall**  
**2901 Nojoqui, Ave., Los Olivos, CA 93441**

This meeting will be held both in-person and electronically via Zoom Meetings.

In-person, the meeting will be held at 2901 Nojoqui Avenue, Los Olivos, CA. The public will also be able to hear and participate electronically via Zoom by using the following links:

Online (Zoom):

<https://us06web.zoom.us/j/83039949547?pwd=bTNpRjJlQ05XQU9U9UyNhJc0txMTZDZz09>

Meeting ID: 830 3994 9547

Passcode: 957615

By Phone:

+1 669 900 6833 US (San Jose)

Meeting ID: 830 3994 9547

Passcode: 957615

Remote participants will be given the same opportunities to speak as in-person attendees. The Los Olivos Community Services District reserves the right to mute remote participants at any time.

**1. CALL TO ORDER**

**2. ROLL CALL**

**3. PLEDGE OF ALLEGIANCE**

**4. PUBLIC COMMENTS**

Members of the public may address the Board on any subject within the jurisdiction of the Board and which is not on the agenda for Regular Meetings or that is on the agenda for Special Meetings. The public is encouraged to work through District staff to place items on the agenda for Board consideration. No action can be taken on matters not listed on the agenda. Comments are limited to three (3) minutes per person.

**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. GENERAL MANAGER AND DISTRICT ENGINEER'S REPORTS**

The General Manager and District Engineer will provide the Board and Public an update on current assignments, action items, and general District business.

**7. ADMINISTRATIVE AGENDA**

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**Los Olivos Community Services District, P.O. Box 345, Los Olivos, CA 93441, (805) 500-4098**

[losolivoscscsd@gmail.com](mailto:losolivoscscsd@gmail.com), [www.losolivoscscsd.com](http://www.losolivoscscsd.com)

All matters listed hereunder constitute a consent agenda and will be acted upon by a single roll call vote of the Board. Matters listed on the Administrative Agenda will be read-only on the request of a member of the Board or the public, in which event the matter shall be removed from the Administrative Agenda and considered as a separate item.

**a. MEETING MINUTES**

- i. Approve December 8, 2021 minutes
- ii. Approve February 2, 2022 minutes
- iii. Approve March 15, 2022 minutes
- iv. Approve April 13, 2022 minutes

**b. INVOICE PAYMENTS**

No.	Invoice Date	Invoice #	Provider	Amount
1	April 11, 2022	00876.001-13	GSI Water Solutions, Inc. – Groundwater Quality Management Services	\$3,135.00
2	April 9, 2022	80252	MNS Engineering Services – Support Services	\$8,753.75
3	April 21, 2022	1913866	Stantec – Loading Study	\$16,954.50
4	April 30, 2022	22430	Savage – GM Services	\$4,199.90

**8. BUSINESS ITEMS DISCUSSION AND ACTION ON THE FOLLOWING**

- a. **Officer Elections.** The Board will elect a President and Vice-President. Both newly elected officers will be seated immediately.
- b. **Effluent Disposal Study.** Recommendation to review, discuss and take action on effluent disposal study contracts with GSI Water Solutions in the amount of \$19,500 and Confluence Engineering Solutions in the amount of \$21,000.
- c. **Assessment Engineering:** Recommendation to review, discuss and take action on an assessment engineering services contract with NV5, Inc. in an amount not to exceed \$20,000.
- d. **Grant Update.** Receive an update on grant activities from MNS Engineering Services, and provide direction as needed

**9. CALL FOR AGENDA ITEMS**

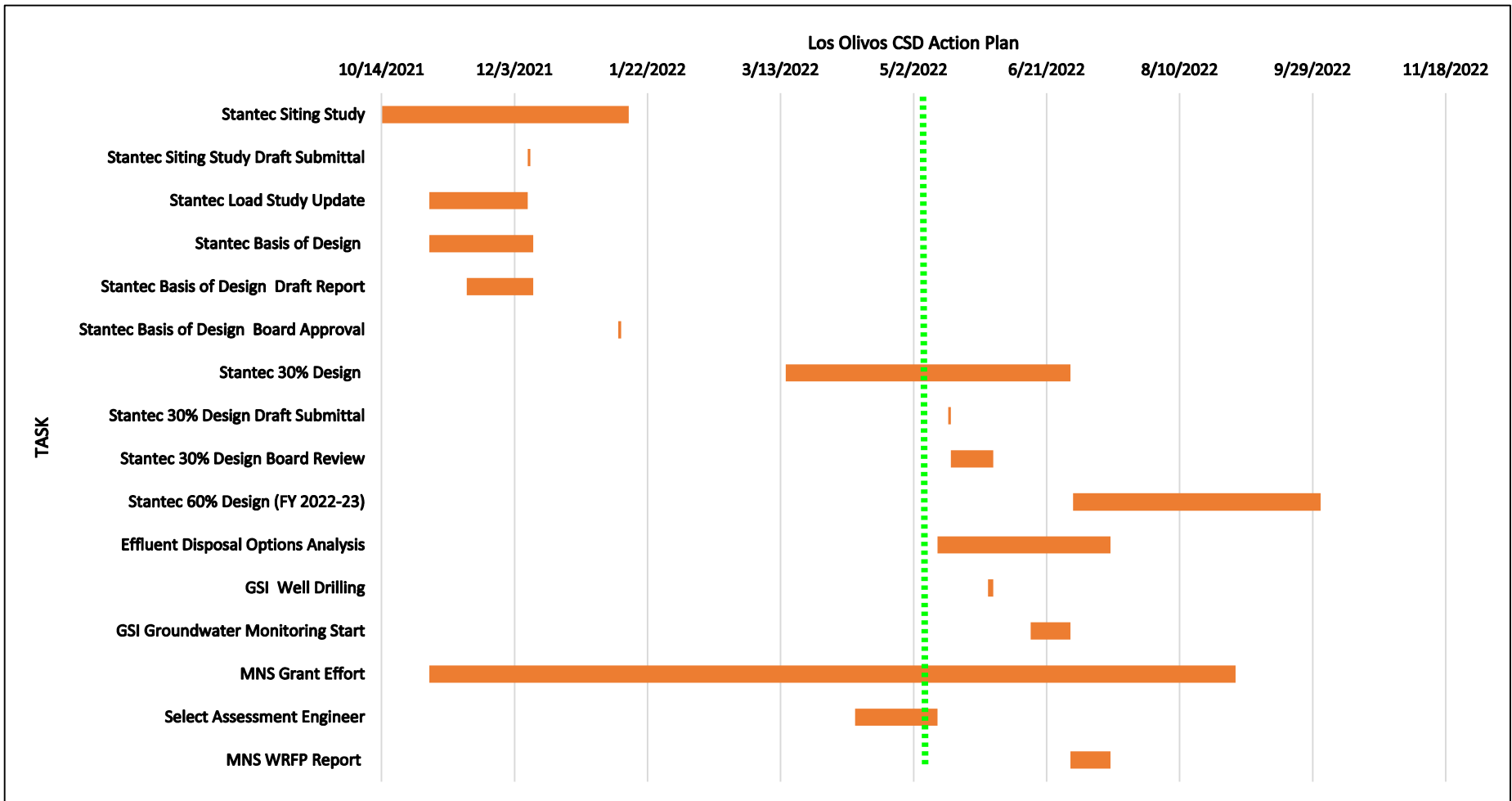
NEXT REGULAR MEETING: June 8, 2022 OR June 15, 2022, St Mark’s Episcopal Church, Stacy Hall, 6:00 PM

**10. ADJOURNMENT**

It is the Board intention to adjourn the Regular Meeting and immediately begin a Budget Workshop (see separately posted Agenda).

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





**Report : Financial Status (Real-Time)**

Selection Criteria: Fund = 3490

Layout Options: Summarized By = Fund, LineItemAccount; Page Break At = Fund

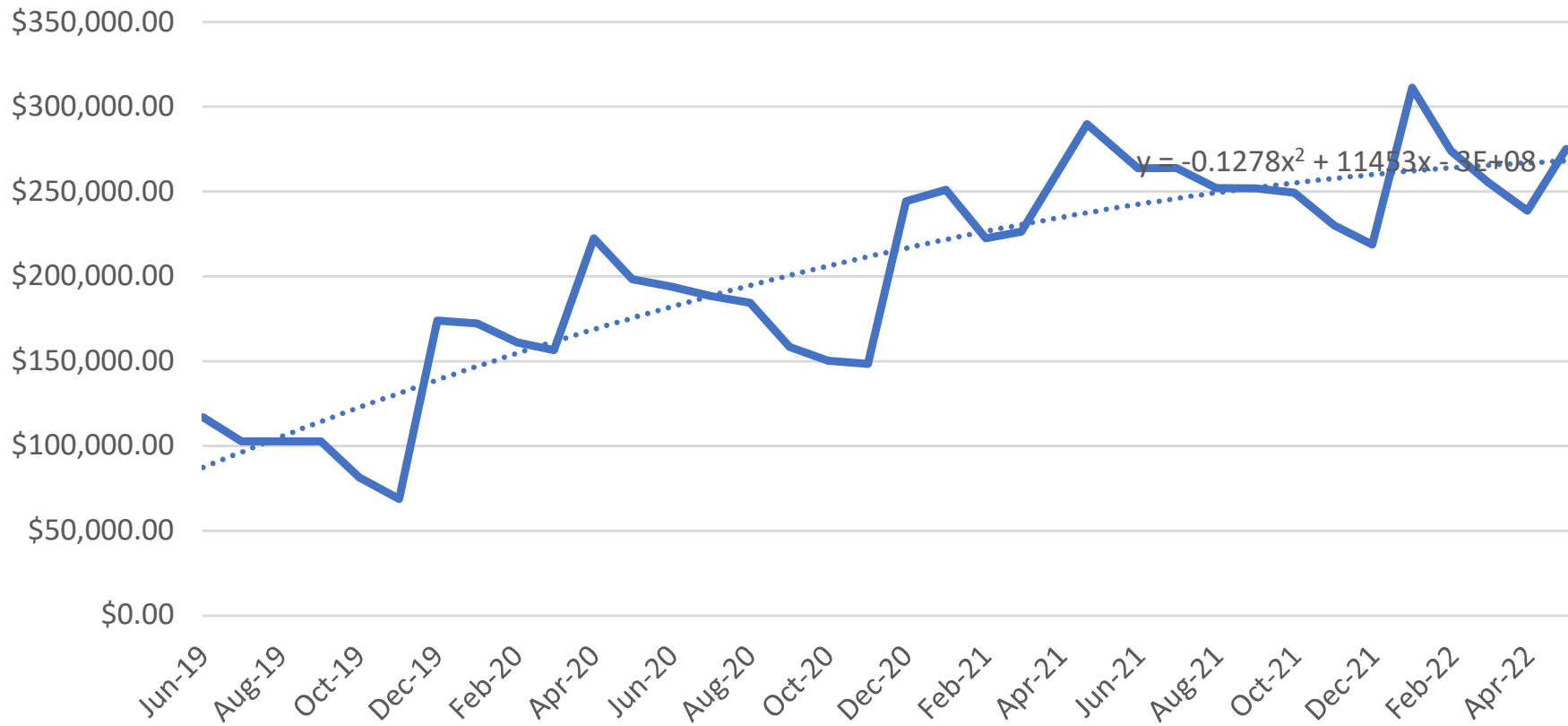
Last Updated: 5/2/2022

Accounting Period: OPEN

**Fund 3490 -- Los Olivos CSD**

Line Item Account	6/30/2022 Fiscal Year Adjusted Budget	5/2/2022 Year-To-Date Actual	6/30/2022 Fiscal Year Variance	6/30/2022 Fiscal Year Pct of Budget	
<b>Revenues</b>					
<b>Taxes</b>					
3066 -- Special Tax Assessment	196,253.00	194,634.68	-1,618.32	99.18%	3.9% CPI Increase
Taxes	196,253.00	194,634.68	-1,618.32	0.00%	
<b>Use of Money and Property</b>					
3380 -- Interest Income	0.00	724.09	724.09	--	
3381 -- Unrealized Gain/Loss Invstmnts	-80.00	-6,602.14	-6,522.14	8252.68%	
Use of Money and Property	-80.00	-5,878.05	-5,798.05	7347.56%	
<b>Intergovernmental Revenue-Other</b>					
4840 -- Other Governmental Agencies	274,000.00	39,543.50	-234,456.50	14.43%	\$124k Remaining EHS Funds, 150k State Planning Grant
Intergovernmental Revenue-Other	274,000.00	39,543.50	-234,456.50	14.43%	
<b>Revenues</b>	<b>470,173.00</b>	<b>228,300.13</b>	<b>-241,872.87</b>	<b>48.56%</b>	
<b>Expenditures</b>					
<b>Services and Supplies</b>					
7090 -- Insurance	2,500.00	161.79	-2,338.21	6.47%	SDRMA Membership-Liability Coveraee
7324 -- Audit and Accounting Fees	4,000.00	177.75	-3,822.25	4.44%	FIN Expenses,Audit Expenses
7325 -- Other Professional Services (Grant Assistance)	10,000.00	0.00	-10,000.00	0.00%	Grant Writing
7430 -- Memberships	1,200.00	1,102.00	-98.00	91.83%	CSDA
7450 -- Office Expense	2,000.00	0.00	-2,000.00	0.00%	Postage, Printing,supplies
7460 -- Professional & Special Service (Project, Planning & Studies)	439,000.00	114,795.15	-324,204.85	26.15%	Grant revenue and cash reserves- Planning, Design and Environ. WWTP
7508 -- Legal Fees	27,000.00	23,204.90	-3,795.10	85.94%	
7510 -- Contractual Services (IGM Contract, Engineer)	67,000.00	84,684.00	17,684.00	126.39%	Incl. MNS (\$18,000 - \$1500/mo) and Perm. GM. (\$45,000 - \$135/hr x 30 hrs/Mo Round up.)
7530 -- Publications & Legal Notices	5,000.00	0.00	-5,000.00	0.00%	Anticipates additional noticing for Propn 218
7671 -- Special Projects	15,000.00	0.00	-15,000.00	0.00%	Special Assessment Vote
7732 -- Training	1,500.00	0.00	-1,500.00	0.00%	
<b>Services and Supplies</b>	<b>574,200.00</b>	<b>224,125.59</b>	<b>-350,074.41</b>	<b>39.03%</b>	
<b>Other Charges</b>					
7894 -- Communication Services	930.00	0.00	930.00	0.00%	Website Hosting, Ring Central
<b>Expenditures</b>	<b>575,130.00</b>	<b>224,125.59</b>	<b>-350,074.41</b>	<b>38.97%</b>	
<b>Cash Balance</b>					
<b>Fund</b>	<b>Beginning Balance</b>	<b>Month-to-date cash receipts</b>	<b>Month-To-Date Treasury Credits (+)</b>	<b>Month-To-Date Treasury Debits (-)</b>	<b>Ending Balance</b>
5/1/2022 - 5/2/2022 (FY 2021-22)	\$275,103.15	0.00	0.00	0.00	\$275,103.15

## Los Olivos CSD Cash Balance History



**MINUTES TO APPROVE**

**MINUTES TO APPROVE**

Lisa Palmer, President  
Tom Fayram, Vice President  
Mike Arme, Director  
Brian O'Neill, Director  
Brad Ross, Director



Posted 12-3-21

**LOS OLIVOS COMMUNITY SERVICES DISTRICT**  
**Board of Directors Regular Meeting December 8, 2021, 6:00 PM**

**REGULAR MEETING AGENDA**

**MINUTES (REVISED)**

**ST MARK'S EPISCOPAL CHURCH, STACY HALL**  
**2901 NOJOQUI AVE. LOS OLIVOS, CA**

1. **CALL TO ORDER:** President Palmer called the meeting to order at 6:00 PM
2. **ROLL CALL:** Present at the meeting were President Palmer, Director O'Neill, and Director Ross. Vice President Fayram and Director Arme were Absent.
3. **PLEDGE OF ALLEGIANCE:** President Palmer led the Pledge of Allegiance
4. **DIRECTOR COMMENTS:** Director Ross indicated that progress has been made with the draft revision to the Project Description with only a couple of comments remaining to be addressed.
5. **PUBLIC COMMENTS:** No public comments were offered.

6. **ADMINISTRATIVE AGENDA**

All matters listed hereunder constitute a consent agenda and will be acted upon by a single roll call vote of the Board. Matters listed on the Administrative Agenda will be read-only on the request of a member of the Board or the public, in which event the matter shall be removed from the Administrative Agenda and considered as a separate item. Director Ross offered a motion to approve items 6a and 6b. Director O'Neill seconded the motion. The motion passed with 3-0-2 with President Palmer, Ross, and O'Neill voting aye. No members voted no and Vice President Fayram and Director Arme were noted as absent

a. **MEETING MINUTES**

- i. Approve Minutes of November 10, 2021

b. **INVOICE PAYMENT**

- i. October 22, 2021, MNS Engineering Services, invoice #78994, (September) \$4,225.01.
- ii. November 10, 2021, GSI Water Solutions, Invoice #876-001 \$3,876.25.
- iii. November 10, 2021, GSI Water Solutions, Invoice #876-002-2 \$575.
- iv. November 15, 2021, Robert Perrault, General Management Services (10-15-11-15 2021) \$4,050.

7. **BUSINESS ITEMS DISCUSSION AND ACTION ON THE FOLLOWING**

- a. **Consideration of Approval of Action Plan and Modification of the FY 21-22 Budget.** The proposed Action Plan and Budget Modification are the results of the Board Workshop held on November 4th and the subsequent Board Discussion held during the meeting held on November 10, 2021.

**Recommendation: By motion approve Action Plan and Modification to the FY 21-22 Budget.**

General Manager Perrault provided a brief overview of the development of the Action Plan and Budget modification. He noted the Action Plan was the result of the Board Workshop held in November. The Budget modifications were the result of a realignment of originally budgeted Professional Services costs and a need to allocate an additional amount to District Engineering costs. Director Ross asked a



question regarding reserve costs. The General Manager responded that by policy the district is required to maintain a reserve of 10%. Further Board discussion on the proposed budget modifications was held. No further changes to the recommended modifications were offered. President Palmer requested public comments- No public comments were offered.

Director Ross moved the Action Plan to be approved as presented. Director O' Neill seconded the motion. There being no further discussion the motion was approved on the following roll call vote: President Palmer aye, Director Ross Aye, Director O'Neill aye, Vice President Fayram absent, Director Arme, absent.

Director Ross moved the modification to the FY 2021-22 Budget be approved revising the Budget to \$591,630. The motion was seconded by Director O'Neill. There being no further comment the motion was approved by the following roll call vote: President Palmer aye, Director Ross aye, Director O' Neill aye, Vice President Fayram absent, Director Arme absent.

**b. Discussion of Ground Water Management Plan Strategy**

This item was requested by Board member O'Neill who would like to discuss the strategy to work with County representatives/ engineers/ regulators to ensure the County takes responsibility for upgradient contamination of groundwater. Director O' Neill initiated a discussion. He noted several meetings were held with County. He Identified that the original plan called for the development of testing wells that would collect information of properties in shallow aquifers. Director noted the cost for this testing is the responsibility of the County. Board members discussed the need to implement a strategy for involving County and other partners in responsibility for testing wells.

**c. Update on the County Local Area Management Plan (LAMP) and Staff Direction**

This item was requested by Board member O'Neill. The County Environmental Health Services (EHS) has recently provided a LAMP addendum draft and requested district comment on the draft. The staff has distributed the draft to Board members for comments by December 10th. General Manager noted that the comments on the LAMP were due by the end of the week. Director O' Neill noted the current LAMP needs to be updated but should reflect a clarification as to the responsibilities of the County and the District.

**d. Grant Seeking Activity Report**

District Engineer gave a brief report regarding grant-seeking activity and responded to Board questions.

**8. GENERAL MANAGER'S REPORT**

**General Manager Report on current assignments, action items, and general District business.**

- **State Recycling Water Fund Grant Update.** General Manager Perrault indicated final agreement documents have not yet been received.
- **Stantec Draft Basis of Design Status Report.** General Manager Perrault noted the Draft of the Basis of Design report had been received from Stantec and requested all comments on the draft should be provided by December 15, 2021
- **Effluent Disposal Study Status.** District Engineer Pike gave a brief update

**9. INFORMATIONAL ITEMS:** President Palmer requested the District Information Update be sent out as soon as possible.

**10. CALL FOR AGENDA ITEMS**

**11. NEXT REGULAR MEETING: January 12, 2021, St Mark's Episcopal Church, Stacy Hall, 6:00 PM**

**12. ADJOURNMENT:** The Meeting was adjourned at 7:30 PM on a motion by Director Ross and a Second by Director O'Neill.

Minutes Approved:

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Director Palmer

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**LOS OLIVOS COMMUNITY SERVICES DISTRICT**  
**Board of Directors Regular Meeting February 2, 2022, 6:00 PM**

**REGULAR MEETING MINUTES (CORRECTED)**

PLEASE NOTE: MEETING WAS HELD IN PERSON AT  
ST MARK'S EPISCOPAL CHURCH, STACY HALL  
2901 NOJOQUI AVE., LOS OLIVOS, CA 93441

1. CALL TO ORDER 6:00 pm
2. ROLL CALL: *Present Directors Palmer, Fayram, Arme, & Ross. Director O'Neill Excused (medical) by vote: Motion to excuse Director O'Neill: Director Arme, Second: Director Fayram. Vote 4-0 in favor (Director Palmer Aye, Director Fayram aye, Director Arme Aye, Director Ross aye. Unanimous of those present)*
3. PLEDGE OF ALLEGIANCE: Lead by President Palmer
4. DIRECTOR COMMENTS: None
5. PUBLIC COMMENTS: None.
6. ADMINISTRATIVE AGENDA
  - a. MEETING MINUTES
    - i. Approve December 08, 2021 Minutes (Continue due to lack of Board Majority present for this item)
    - ii. Approve January 12, 2022 Minutes (Item 7a was ammended to correct the second of the motion, which was made by Director Arme) Minutes were approved: Motion to Approve by Director Ross, second by Director Arme. 3 ayes (Director Palmer Aye, Director Arme Aye, Director Ross aye.) -0 noes-1 Abstain (Director Fayram)
  - b. INVOICE PAYMENT
    - i. November 19, 2021, MNS Engineering Services, invoice #79151, (October) \$5,441.27 (Reapproval due to agenda error)
    - ii. December 19, 2021, MNS Engineering Services, invoice #79312, (November) \$4,852.50
    - iii. January 7, 2022, Aleshire and Wynder, LOCS D invoice # 65594 Legal Services (December) \$960.00
    - iv. January 25, 2022, Robert Perrault, General Management Services (12-16-2021 to 1-25, 2022) \$4,455
    - v. January 21, 2022, Stantec, Invoice # 1878574 Basis of Design (November) \$2,815.00Invoice Payments approved: Motion to approve: Director Fayram, Second: Director Ross. Vote 4-0 in favor (Director Palmer Aye, Director Fayram aye, Director Arme Aye, Director Ross aye. Unanimous of those present)
7. BUSINESS ITEMS DISCUSSION AND ACTION ON THE FOLLOWING
  - a. Update on the Assessment Engineer Selection – Review results of solicitation, receive Board Member comments. A general preference, based on proposals submitted was for Wildan, however the Board was not able to come to a majority on final selection. Questions on appropriate timing to enter a contract were discussed. An interview solution was presented with IGM Pike being asked to see if Wildan would make a presentation at the next meeting and be available for comment. IGM Pike accepted the assignment to call both consultants and explore the possibility of presentation or interview at the next meeting.
  - b. Update on Basis of Design Draft – Stantec. *Autumn Glaeser presented the final BOD document. It was accepted with the clarification that 3rd Party Review of the UPC Siting Study was complete per their scope with the final summary contained within the BOD document. Stantec will continue their effort*

with 30% design and will submit a revised schedule before the next Board Meeting. IGM Pike to meet with Stantec and solidify Assumptions.

- c. Update on the WWTP Site Selection – Review Stantec 3rd party site review effort. See item b. Above and d. Below. IGM Pike presented a staff report giving the background and history of developing a siting criteria. He clarified that the District’s goal to-date has been to bracket costs for project design in preparation to create an assessment Engineer’s report.  
*In public comment Mr. And Ms. Ms. Rohrer provided comments. IGM Pike provided some information. Carter (name?) had questions regarding criteria assignments and weighting. For details refer to the audio recording of the meeting posted on the website.*
- d. WWTP Facilities Acquisition Process- Review IGM Report, guidance from District Counsel, General Discussion.  
Board directed the IGM and District Counsel to refine a site selection process guidance document with initial effort not to exceed 12 hours. Motion to approve: Director Ross, Second by Director Fayram. Approved 4-0 Vote 4-0 in favor (Director Palmer Aye, Director Fayram aye, Director Arme Aye, Director Ross aye. Unanimous of those present).
- e. Grant Funding Update – Review current grant funding efforts. Presentation was made to update the Board on the Grant opportunities by MNS Engineers.
- f. LAFCO and Community Update letters – Review DRAFT Update Letters, receive Board Member Comments, approve finalization and distribution. Letter to public was generally accepted and President  
  
Recommendation: Review draft updates presented by IGM and direct next steps.
- g. Update of Recruitment for Permanent General Manager – Review progress and discuss possible action on recruitment for a permanent General Manager.  
  
Recommendation: Review report presented by IGM and direct next steps.

**8. GENERAL MANAGER’S REPORT**

General Manager Report on current assignments, action items, and general District business.

- a. Review of Project Management and Financial Reports
  - 1. Project Timeline
  - 2. Funding Strategy
  - 3. Budget Summary
  - 4. Cash Flow Chart

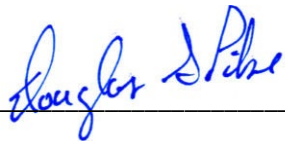
**9. COMMENT ON INFORMATIONAL ITEMS - None**

**10. CALL FOR AGENDA ITEMS-None**

**11. NEXT REGULAR MEETING:** March 9, 2022, St Mark’s Episcopal Church, Stacy Hall, 6:00 PM

**12. ADJOURNMENT:** Motion to Adjourn at 8:42. Motion

Minutes Prepared:



IGM Pike

Minutes Approved:

Director Palmer

Lisa Palmer, President  
Tom Fayram, Vice President  
Mike Arme, Director  
Brian O'Neill, Director  
Brad Ross, Director



POSTED 3-14-2022

**LOS OLIVOS COMMUNITY SERVICES DISTRICT**  
**Board of Directors Special Board Meeting, March 15, 2022, 6:00 p.m.**

The MEETING WAS HELD IN PERSON AT ST MARK'S EPISCOPAL CHURCH, CHAPEL AREA  
2901 NOJOQUI AVE., LOS OLIVOS, CA 93441

**SPECIAL MEETING MINUTES**

1. CALL TO ORDER AT 6:00 PM
  2. ROLL CALL: *PRESENT* were Directors Palmer, Fayram, Arme, O'Neill and Ross
  3. PLEDGE OF ALLEGIANCE
  4. DIRECTOR COMMENTS: *All expressed welcome to Director O'Neill.*
  5. PUBLIC COMMENTS: *None*
- 
6. ADMINISTRATIVE AGENDA: *None*
- 
7. BUSINESS ITEMS: Discussion and Action on the following:
    - A. General Manager Services – Discussion and Potential Selection
      1. CLOSED SESSION General Manager Contract Review and Potential Appointment pursuant to Government Code section 54957(b)(1) *Motion to go into closed session by Director Fayram, second by Director Arme. Vote: Ayes-5, Noes-0*
      2. Reconvene to open session and *Counsel reported out. Motion to close closed session at 6:43 by Director O'Neill, second by Director Ross. Vote: Ayes-5, Noes-0. Report: After discussion Board voted to appoint Guy Savage as General Manager pending successful negotiations. Motion to approve: Director Fayram, second by Director O'Neill. Vote to approve: Ayes-5, Noes-0.*
  8. INTERIM GENERAL MANAGER REPORT: *None*
  9. Comment on Informational Items: *None*
  10. Call for Agenda Items: Discussion regarding changing allowable public comment time from 5 minutes to 3 minutes when appropriate due to volume of speakers. Counsel G. Ross Trindle will begin attending in person beginning in April.
  11. NEXT REGULAR MEETING: April 13, 2022, St Mark's Episcopal Church, Stacy Hall, 6:00 PM

Minutes Prepared:

IGM Pike

Minutes Approved:

Director Palmer

Lisa Palmer, President  
Tom Fayram, Vice Director  
Mike Arme, Director  
Brian O'Neill, Director  
Brad Ross, Director



**LOS OLIVOS COMMUNITY SERVICES DISTRICT**  
**Meeting Minutes for the Board of Directors Regular Meeting**  
**April 13, 2022, 6:00 PM**

**MEETING WAS BE HELD IN PERSON AT**  
**ST MARK'S EPISCOPAL CHURCH, STACY HALL**  
**2901 NOJOQUI AVE., LOS OLIVOS, CA 93441**

**1. CALL TO ORDER**

President Palmer called the meeting to order at: 6:00 PM

**2. ROLL CALL**

**PRESENT:** Directors: Palmer, Fayram, and Ross

**ABSENT:** Directors: O'Neill and Arme

**3. PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance is led by Director Palmer.

**4. DIRECTOR COMMENTS**

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

Director Fayram notes that Directors Palmer and Fayram attended and provided an update to Santa Barbara LAFCO. Director Palmer states that she and GM Savage attended and presented an update on progress of LOCSO to the Association of Realtors.

Director Palmer notes that she has had conversation with US Representative Carbajal's Office regarding funding options.

**5. PUBLIC COMMENTS**

Members of the public may address the Board on any subject within the jurisdiction of the Board and which is not on the agenda for Regular Meetings or that is on the agenda for Special Meetings. The public is encouraged to work through District staff to place items on the agenda for Board consideration. No action can be taken on matters not listed on the agenda. Comments are limited to three (3) minutes per person.

Director Palmer opens the floor to public comment.

Richard Armstrong, Kelly Gray, Sean Crowder, Kathryn Rohrer, Mike Patarak, Mark Herthel, and Anna Marie Gott speak.

**6. ADMINISTRATIVE AGENDA**

All matters listed hereunder constitute a consent agenda and will be acted upon by a single roll call vote of the Board. Matters listed on the Administrative Agenda will be read-only on the request of a member of the Board or the public, in which event the matter shall be reMotion By: from the Administrative Agenda and considered as a separate item.

**a. MEETING MINUTES**

- i. Approve March 09, 2021 Minutes

**b. INVOICE PAYMENTS**

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Los Olivos Community Services District, P.O. Box 345, Los Olivos, CA 93441, (805) 500-4098

[losolivoscscsd@gmail.com](mailto:losolivoscscsd@gmail.com), [www.losolivoscscsd.com](http://www.losolivoscscsd.com)

Agenda Packet:  
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No.	Invoice Date	Invoice #	Provider	Amount
i.	January 18, 2022	79587	MNS Engineering Services – Support Services	\$2,283.77
ii.	January 7, 2022	66586	Aleshire and Wynder – Legal Services	\$1,964.90
iii.	February 8, 2022	00876.001-12	GSI Water Solutions, Inc. – Groundwater Quality Management Services	\$707.50
iv.	March 11, 2022	80015	MNS Engineering Services – Support Services	\$7,043.75
v.	April 1, 2022	326BDB28-0003	Streamline – Web Services	\$600.00
vi.	April 1, 2022	1906898	Stantec – Loading Study	\$25,772.40
vii.	April 7, 2022	67094	Aleshire and Wynder – Legal Services	\$3020.00

**Motion to approve Administrative Agenda.**

**Motion By:** Director Fayram **Second:** Director Ross

**AYES:** Directors Fayram, Ross, Palmer

**NOES:** None

**ABSTAIN:** None

**7. BUSINESS ITEMS DISCUSSION AND ACTION ON THE FOLLOWING**

- a. **General Manager Recruitment.** Welcome Guy Savage as the new contract General Manager for the Los Olivos Community Services District.

GM Savage, Directors Fayram and Palmer speak. Several thank District Engineer Doug Pike for his services as Interim GM.

- b. **Effluent Disposal Study.** Recommendation to review, discuss and take action on effluent disposal study contracts with GSI Water Solutions in the amount of \$19,500 and Confluence Engineering Solutions in the amount of \$21,000.

District Engineer Doug Pike provides an overview the proposed Effluent Disposal Study and how the study furthers District understanding and options for disposing of the water: groundwater injection, percolation (chamber or surface), direct release into a waterway. Study is a requirement of the RQWCB and others.

Director Ross asks questions about contract and whether contractors will make a recommendation, asks that contractor make a recommendation.

Director Palmer asks if Technical Committee has reviewed it at this point. GM Savage replies that is has not.

Director Palmer opens the floor to public comment.

Kathryn Rohrer, Paul Rohrer, Laura Lippincott speak

Director Fayram speaks to an alternatives needed per RWQCB.

Director Palmer speaks to the need for more information to make an intelligent decision, and the cost-benefit analysis of potential options. Requests GM put together draft contracts and that they include a recommendation.

**Motion: Direct GM to prepare contracts and arrange for a special meeting to approve contracts, following guidelines established in proposal, plus making a recommendation on their suggested approach.**

**Motion By:** Director Ross **Second:** Director Fayram

**AYES:** Directors Ross, Fayram, Palmer

**NOES:** None

**ABSTAIN:** None

- c. **Assessment Engineering:** Recommendation to review, discuss and take action on an assessment engineering services contract with NV5, Inc. in an amount not to exceed \$20,000.

District Engineer Pike speaks to the Assessment Engineering proposal from NV5, Inc. He further speaks to how the services are an important lead up to the Proposition 218 vote.  
Director Ross questions whether the commercial core would be separate from those shown as small lots. Requests that we look at zones 1 and 2 together.  
Director Fayram speaks to the flexibility of such a spreadsheet and it allowing citizens to see costs and understand related impacts. Reemphasizes that this is just the financial model and not the full report.  
Director Palmer speaks to how this fits into the larger picture.

Director Palmer opens the floor to public comment.

Kathryn Rohrer speaks.

**Motion to move forward with signing a contract with NV5, Inc. to provide Assessment Engineering services.**

**Motion By:** Director Fayram **Second:** Director Ross

**AYES:** Directors Fayram, Ross, Palmer

**NOES:** None

**ABSTAIN:** None

- d. **Environmental Impact Rerport.** Discussion regarding the process for the selection a contractors to complete an Environmental Impact Report (EIR).

District Engineer Pike speaks to the EIR selection process. Scope is a preliminary environmental impact report that meets appropriate environmental document requirements to prepare for CEQA and NEPA.  
Director Fayram speaks to concerns about doing this at this point and belief that is may be too early for this action.

Director Ross asks about timing, whether a contractor has been selected, and what it takes to select an environmental consultant.

District Engineer speaks to potential risks of waiting until 30% design in complete (middle of June) and the potential use of a 1-step or 2-step selection process.

Director Palmer speaks to a need to go back out for a qualified contractor based on a list of qualified contractors from the County of Santa Barbara and timing as it relates to the overall approach.

Director Palmer opens the floor to public comment.

Mark Herthel and Anna Marie Gott speak.

**Motion: GM, in consultation with Technical Committee, to refresh list of protential recommended contractors, and identify a contractor to provide environmental review services.**

**Motion By:** Director Ross **Second:** Director Fayram

**AYES:** Directors Ross, Fayram, Palmer

**NOES:** None

**ABSTAIN:** None

**Meeting Format.** Discussion on the modality of District meetings, provide input and direction to the General Manager for the development of a written policy to be reviewed and approved at a future meeting.

Director Ross speaks to lack of equipment.

Director Fayram speaks to stumbles we have providing remote capabilities. Reminds us that we Motion By: to virtual meetings during a health crisis.

Director Palmer speaks to how she has gone back and forth on virtual versus in-person and the potential for cost savings.

Director Palmer opens the floor to public comment.



Kathryn Rohrer, Anna Marie Gott, Mark Herthel speak.

Counsel Trindle describes Brown Act requirements for Board members attending remotely (eg. via Zoom). Public has to be able to observe and participate in a manner such as their participation is not hindered. Plus the constitutional right to petition their government.

**Motion: Start officially holding hybrid (in-person and remote attendees) meetings, and direct the GM to move forward with creating a plan for such meetings, including purchasing equipment and identifying human resources (possible use of audience to help) required to make the hybrid meetings successful.**

**Motion By:** Director Ross **Second:** Director Fayram

**AYES:** Directors Ross, Fayram, Palmer

**NOES:** None

**ABSTAIN:** None

- e. **Budget Process.** Receive an update on the Fiscal Year 2022-23 budget planning process, and provide direction to the General Manager on budget related items such as priorities and timing.

GM Savage provides an overview of the proposed budget planning process.

Director Ross asks about timing of when budget must be adopted and its relationship to the overall proposed timeline.

Directors agree to timeline with emphasis by Directors Ross and Palmer that GM Savage move the proposed dates forward (early) where possible.

## 8. GENERAL MANAGER'S REPORT

General Manager Report on current assignments, action items, and general District business.

DE Pike and GM Savage speak to various items, including the permitting process being underway for Ground Monitoring Well (\$600 for well, \$440 annually for well)

- a. **Review of Project Management and Financial Reports**

1. 30% Design Effort (Stantec)
2. LAMP Update Progress review (County effort)
3. Cash Flow Chart

District Engineer Pike provides a brief update on the 30% Design Effort.

GM Savage provides an overview of his first 13 days on the job, describes his desire to put together an annual planning calendar and communications plan. GM Savage requests that all Directors provide him with a list of summer vacation plans to ensure that annual planning calendar can be modified should a particular Director be unavailable. GM Savage speaks to getting all standing meetings scheduled on a regular, month schedule, including committees, then cancel the meeting if not needed. He states he believes this is a different approach to the current one which schedules meetings as needed.

## 9. COMMENT ON INFORMATIONAL ITEMS

None

## 10. CALL FOR AGENDA ITEMS

**NEXT REGULAR MEETING: May 11, 2022, St Mark's Episcopal Church, Stacy Hall, 6:00 PM**

Director Fayram speaks to a desire to hear options for advanced on-site systems ala Mr. Herthel's commentary, including associated effort involved and costs.

Director Ross requests a change in agenda order, moving the GM Report up on the agenda; and that the status report should report on what is going on and what we are trying to accomplish (Fayram and Palmer agree). He notes that if the Board is going to discuss advanced on-site systems, explain that such solutions are still in the option consideration stage, decisions about approach have not been made.

Director Palmer speaks to a desire to understand how on-site systems and concentrated system (over all system design) work together.

Director Palmer opens the floor to public comment.

Letty Abletto speaks.

**11. ADJOURNMENT**

**Motion to Adjourn.**

**Motion By:** Director Fayram **Second:** Director Rosss

**AYES:** Directors Ross, Fayram, Palmer

**NOES:** None

**ABSTAIN:** None

**TIME:** 8:18 PM

Respectfully submitted:



Guy W. Savage  
General Manager – Los Olivos Community Services District

Minutes Approved:

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Director Palmer

# INVOICE PAYMENT

# INVOICE PAYMENT



55 SW Yamhill Street, Suite 300  
 Portland, OR 97204  
 P: 503.239.8799  
 accounting@gsiws.com  
 www.gsiws.com

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

April 11, 2022  
 Invoice No: 00876.001 - 13

Project 00876.001 Groundwater Quality Management Services

**Activities during this billing period include:**

- Conduct phone calls and emails with LOCSD staff re groundwater monitoring program elements and timing, development of effluent disposal options approach (including several discussions with District staff), grant funding considerations.
- Project Management

**Professional Services from March 1, 2022 to March 31, 2022**

Task .005 Project Management

**Labor**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Principal Consultant Thompson, Timothy	6.50	265.00	1,722.50
Managing Hydrogeologist Franz, Brian	.25	160.00	40.00
Consulting Geologist Lapostol, Andres	9.50	135.00	1,282.50
Administration Deck, Anneliese	.50	90.00	45.00
Steensma, Nancy	.50	90.00	45.00
Totals	17.25		3,135.00
<b>Total Labor</b>			<b>3,135.00</b>
		<b>Total this Task</b>	<b>\$3,135.00</b>

**Project Summary**

	<b>Current Period</b>	<b>Prior Periods</b>	<b>Invoiced to Date</b>
Total Billings	3,135.00	56,815.00	59,950.00
Authorized Budget			85,000.00
Budget Remaining			25,050.00
		<b>Total this Invoice</b>	<b><u><u>\$3,135.00</u></u></b>

**Outstanding Invoices**

<b>Number</b>	<b>Date</b>	<b>Balance</b>
12	2/8/2022	707.50
<b>Total</b>		<b>707.50</b>



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

ENGINEERING  
 PLANNING  
 SURVEYING  
 CONSTRUCTION MANAGEMENT

April 9, 2022

Project No: LOCS.D.180392.00

Invoice No: 80252

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

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

This Invoice includes:

1. IGM and general District Support Tasks: \$6,583.75
2. Engineering Tasks:
  - a. Effluent Disposal Study: \$92.50
  - b. Stantec Contract Support: 0.00
  - c. GSI Contract Support: \$92.50
  - d. Site Acquisition - Engineering Support: \$185.00
  - e. Grant Funding Analysis and Memo: \$990.00
  - f. Assessment Engineer: \$370.00
  - g. General Engineering Tasks: \$0.00
3. Survey Tasks: Encroachment Permit Map Exhibit for Monitoring Well: \$440.00

**Professional Services for the Period: March 1, 2022 to March 31, 2022**

Level 2 TASK01 District Management

**Professional Personnel**

	Hours	Rate	Amount
Administrative Support			
Project Coordinator	6.75	105.00	708.75
Project Management			
Engineering Technician	.25	95.00	23.75
District Engineer	31.50	185.00	5,827.50
Fund Development/Grant Applications			
Engineering Technician	.25	95.00	23.75
<b>Totals</b>	<b>38.75</b>		<b>6,583.75</b>

**Total Labor**

**6,583.75**

**Level 2 Subtotal**      **\$6,583.75**

Level 2      TASK02      Engineering Tasks

**Professional Personnel**

	Hours	Rate	Amount	
Project Management				
District Engineer	4.00	185.00	740.00	
Project Meeting				
Senior Project Engineer	3.50	180.00	630.00	
General Consulting/Requested				
Senior Project Engineer	2.00	180.00	360.00	
Totals	9.50		1,730.00	
<b>Total Labor</b>				<b>1,730.00</b>
				<b>Level 2 Subtotal</b> <b>\$1,730.00</b>

Level 2      TASK03      Survey Tasks

**Professional Personnel**

	Hours	Rate	Amount	
Principal Surveyor	2.00	220.00	440.00	
Totals	2.00		440.00	
<b>Total Labor</b>				<b>440.00</b>
				<b>Level 2 Subtotal</b> <b>\$440.00</b>
				<b>Current Invoice Amount</b> <b>\$8,753.75</b>

**Outstanding Invoices**

Number	Date	Balance
79587	1/18/2022	2,283.77
80015	3/11/2022	7,043.75
<b>Total</b>		<b>9,327.52</b>

# Billing Backup

Saturday, April 9, 2022

MNS Engineers, Inc.

Invoice 80252 Dated 4/9/2022

2:36:01 PM

Project	LOCSD.180392.00	District Support Services
Level 2	TASK01	District Management

## Professional Personnel

		Hours	Rate	Amount
<b>Administrative Support</b>				
Project Coordinator				
Zepeda, Mary	3/2/2022	.50	105.00	52.50
Conduct SBC Assessor's Parcel Lookup on Site 2 and Site 4; Send SBC Assessor Parcel Information Request to obtain contact information for Site 2 and Site 4				
Zepeda, Mary	3/7/2022	.25	105.00	26.25
District correspondences including emails				
Zepeda, Mary	3/14/2022	2.50	105.00	262.50
District correspondences including emails; Prepare A&W, Stantec, MNS Invoices for payment via FIN and forward Invoice Approvals to DP for review and final approval; Update Budget Tracking Log				
Zepeda, Mary	3/15/2022	2.00	105.00	210.00
Finalize A&W, Stantec, MNS Invoices for payment via FIN with Invoice Approval; Update Budget Tracking Log; Process Return to Sender February's District Update Letters and update Direct Mailer List; Followup with LP re GL's RTS Letter and confirmed PO Box for remailing District Update				
Zepeda, Mary	3/16/2022	1.00	105.00	105.00
Create Single Payment Claims for Aleshre & Wynder, MNS and Stantec; Update Budget Tracking Log;				
Zepeda, Mary	3/21/2022	.25	105.00	26.25
District correspondences including emails; Prepare Direct Mailer for GL to resend to updated PO Box #				
Zepeda, Mary	3/28/2022	.25	105.00	26.25
District correspondences including emails;				
<b>Project Management</b>				
Engineering Technician				
Gullikson, Taylor	3/7/2022	.25	95.00	23.75
Checking meeting agenda posting				
District Engineer				
Pike, Douglas	3/2/2022	4.00	185.00	740.00
Finance Committee Agenda and Packet Preparation, includes minutes and invoice review (2)				
Regular Meeting DRAFT Agenda Preparation (2)				
Pike, Douglas	3/4/2022	2.00	185.00	370.00
Meeting with Lisa and Finance Committee Meeting (1)				
Finalize and Post Agenda (1)				

Project	LOCSD.180392.00	District Support Services			Invoice	80252
Pike, Douglas		3/7/2022	5.75	185.00	1,063.75	
		Weekly Update with Director Palmer (.5)				
		Agenda Packet Preparation (5)				
		Greg Jaquez RView his staff report, call and provide input (.25)				
Pike, Douglas		3/8/2022	.50	185.00	92.50	
		Finalise packet, assemble forms for meeting.				
Pike, Douglas		3/8/2022	.50	185.00	92.50	
		Obtain New SDRMA Insurance Cert for the County EHS Grant				
Pike, Douglas		3/9/2022	6.00	185.00	1,110.00	
		Board Meeting Prep, meeting and takedown				
Pike, Douglas		3/11/2022	.50	185.00	92.50	
		File Supplemental PAcet from Wednesday'a meeting, Anna Maria Gott communications				
Pike, Douglas		3/14/2022	2.00	185.00	370.00	
		Jason Jonston Email re: workers comp. cert for grant (.5)				
		Lippincot Correspondence (.25)				
		Emwails to Mike Prater, B. O'Neill (.25)				
		Agenda for Special Meeting (.5)				
		Michael Dunne correspondence (.25)				
		Moniot (Mark). Email (.25)				
Pike, Douglas		3/14/2022	.50	185.00	92.50	
		Weekly check-in with Lisa				
Pike, Douglas		3/15/2022	.25	185.00	46.25	
		Respond to Kathrine Rohrer's emails				
Pike, Douglas		3/15/2022	1.50	185.00	277.50	
		Set Up and attend Special Board Meeting				
Pike, Douglas		3/16/2022	3.00	185.00	555.00	
		Prep for and attend Joan Hartmann Meeting (1.5)				
		Phone meeting with Paeter (ID1) (.5)				
		NV5 Proposal Scop (.5)				
		GSI Proposal check-up and scope/budget discussion (.5)				
Pike, Douglas		3/18/2022	1.00	185.00	185.00	
		PRA Request from Anna Gott, coordinate with ounsel and update Log				
Pike, Douglas		3/21/2022	1.00	185.00	185.00	
		Check in with Lisa Palmer, LAFCO Presentation				
Pike, Douglas		3/22/2022	1.50	185.00	277.50	
		LAFCO Presentation ans Memo				
Pike, Douglas		3/23/2022	.50	185.00	92.50	
		Letter to LAFCO				
Pike, Douglas		3/25/2022	.75	185.00	138.75	



Rohrer PRA Response Memos (.25)  
 GM Transition notes (.25)  
 Special Meeting Poll (.25)

Pike, Douglas	3/28/2022	.25	185.00	46.25	
Wee3kily Meeting with Lisa					
Fund Development/Grant Applications					
Engineering Technician					
Gullikson, Taylor	3/11/2022	.25	95.00	23.75	
Posting regular meeting audio file					
Totals		38.75		6,583.75	
<b>Total Labor</b>					<b>6,583.75</b>
				<b>Level 2 Subtotal</b>	<b>\$6,583.75</b>

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 Level 2            TASK02            Engineering Tasks

**Professional Personnel**

		<b>Hours</b>	<b>Rate</b>	<b>Amount</b>	
Project Management					
District Engineer					
Pike, Douglas	3/1/2022	2.00	185.00	370.00	
Assessment Engineer Interviews prep and participate					
Pike, Douglas	3/2/2022	.50	185.00	92.50	
Los Olivos Effluent Disposal Study					
Pike, Douglas	3/8/2022	.50	185.00	92.50	
Encroachment Permit for Water sampling well. Called County Roads and County Encroachment Officer.					
Pike, Douglas	3/11/2022	1.00	185.00	185.00	
Chamberlain Site meeting to look at site.					
Project Meeting					
Senior Project Engineer					
Jaquez, Gregory	3/9/2022	3.50	180.00	630.00	
District Board meeting. Presentation on grant strategy.					
General Consulting/Requested					
Senior Project Engineer					
Jaquez, Gregory	3/4/2022	2.00	180.00	360.00	
Prep staff report on development of MOU with ID1 for 3/9 Board meeting.					
Totals		9.50		1,730.00	
<b>Total Labor</b>					<b>1,730.00</b>
				<b>Level 2 Subtotal</b>	<b>\$1,730.00</b>

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 Level 2            TASK03            Survey Tasks

**Professional Personnel**

		<b>Hours</b>	<b>Rate</b>	<b>Amount</b>	
Principal Surveyor					
Vandrey, Christopher	3/29/2022	1.25	220.00	275.00	
Los Olivos CSD Encroachment Permit Exhibit for Doug Pike					
Vandrey, Christopher	3/30/2022	.75	220.00	165.00	

Project	LOCSD.180392.00	District Support Services	Invoice	80252
	Revisions to encroachment permit exhibit per Doug Pike			
	Totals	2.00	440.00	
	<b>Total Labor</b>			<b>440.00</b>
			<b>Level 2 Subtotal</b>	<b>\$440.00</b>
			<b>Project Total</b>	<b>\$8,753.75</b>
			<b>Total this Report</b>	<b>\$8,753.75</b>

Project Name: Septic to Sewer Preliminary Design Project  
 Contract Order No.:  
 Progress Report No.: **9**  
 Ending Date: **18-Mar-22**

**TASK SUMMARY**

Task	Title	Authorized Budget	Billed to Date	Billed this Invoice	Total Billed	Status
201	Loading Study	\$ 19,862.00	\$ 16,594.50	\$ -	\$ 16,594.50	Complete
202	Basis of Design	\$ 266,750.00	\$ 55,669.90	\$ 16,954.50	\$ 72,624.40	In Progress
203	WWTP Siting Study	\$ 10,000.00	\$ 9,922.25	\$ -	\$ 9,922.25	Complete
<b>Total Due this invoice</b>				<b>\$ 16,954.50</b>		

**TASK EXPENDITURE SUMMARY**

WORK TASK	DESCRIPTION	ASSIGNED	EXPENDED PREVIOUSLY	EXPENDED THIS PERIOD	TOTAL EXPENDED	% OF FUNDS EXPENDED	% ACTUAL COMPLETED
<b>201</b>	<b>Loading Study</b>	<b>\$ 19,862.00</b>	<b>\$ 16,594.50</b>		<b>\$ 16,594.50</b>	<b>84%</b>	<b>100%</b>
<b>202</b>	<b>Basis of Design</b>	<b>\$ 266,750.00</b>	<b>\$ 55,669.90</b>	<b>\$ 16,954.50</b>	<b>\$ 72,624.40</b>	<b>27%</b>	<b>20%</b>
202.001	Basis of Design	\$ 13,876.00	\$ 13,320.00		\$ 13,320.00	96%	100%
202.002	30 Percent Design	\$ 173,048.00	\$ 38,279.40	\$ 15,888.00	\$ 54,167.40	31%	30%
202.003	60 Percent Design	\$ 51,040.00			\$ -	0%	0%
202.004	PM	\$ 28,786.00	\$ 4,070.50	\$ 1,066.50	\$ 5,137.00	18%	20%
<b>203</b>	<b>Siting Study</b>	<b>\$ 10,000.00</b>	<b>\$ 9,922.25</b>	<b>\$ -</b>	<b>\$ 9,922.25</b>	<b>99%</b>	<b>100%</b>
203.001	3rd Party Review	\$ 10,000.00	\$ 9,922.25		\$ 9,922.25	99%	100%
<b>CONTRACT TOTALS:</b>		<b>\$ 296,612.00</b>	<b>\$ 82,186.65</b>	<b>\$ 16,954.50</b>	<b>\$ 99,141.15</b>	<b>33.4%</b>	<b>33%</b>



INVOICE

<b>Invoice Number</b>	1913866
<b>Invoice Date</b>	April 21, 2022
<b>Customer Number</b>	163739
<b>Project Number</b>	184031368

**Bill To**

Los Olivos Community Service District  
 Douglas Pike  
 PO Box 345  
 Los Olivos CA 93441  
 United States

**Please Remit To**

Stantec Consulting Services Inc. (SCSI)  
 13980 Collections Center Drive  
 Chicago IL 60693  
 United States  
 Federal Tax ID  
 11-2167170

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**Project Description:** Los Olivos Community Service District Project Design Services – Task Order No. 1 rev 01 (Loading Study)

<b>Stantec Project Manager:</b>	Glaeser, Autumn Lee
<b>Authorization Amount:</b>	\$296,750.00
<b>Authorization Previously Billed:</b>	\$82,186.65
<b>Authorization Billed to Date:</b>	\$99,141.15
<b>Current Invoice Due:</b>	\$16,954.50
<b>For Period Ending:</b>	March 18, 2022

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**email invoice to:** Guy Savage (GM.LOCSD@gmail.com)

Invoice Number

1913866

Project Number

184031368

**Top Task 202**

**Basis of Design**

Low Task 202.002

30 Percent Design

**Professional Services**

**Category/Employee**

	<b>Date</b>	<b>Hours</b>	<b>Rate</b>	<b>Current Amount</b>
Eisengart, Daniel	2022-02-22	1.75	237.00	414.75
Eisengart, Daniel	2022-02-23	0.75	237.00	177.75
		<b>2.50</b>		<b>592.50</b>
Giarta, Rusdi	2022-03-08	8.00	190.00	1,520.00
Giarta, Rusdi	2022-03-09	8.00	190.00	1,520.00
Giarta, Rusdi	2022-03-10	8.00	190.00	1,520.00
Giarta, Rusdi	2022-03-11	8.00	190.00	1,520.00
		<b>32.00</b>		<b>6,080.00</b>
Ho, Vien T	2022-03-02	1.00	171.00	171.00
Ho, Vien T	2022-03-03	3.00	171.00	513.00
Ho, Vien T	2022-03-09	5.00	171.00	855.00
Ho, Vien T	2022-03-10	8.00	171.00	1,368.00
Ho, Vien T	2022-03-11	8.00	171.00	1,368.00
Ho, Vien T	2022-03-17	6.00	171.00	1,026.00
		<b>31.00</b>		<b>5,301.00</b>
Poytress, Carrie Elizabeth	2022-02-25	2.00	237.00	474.00
Poytress, Carrie Elizabeth	2022-03-04	0.25	237.00	59.25
Poytress, Carrie Elizabeth	2022-03-18	6.25	237.00	1,481.25
		<b>8.50</b>		<b>2,014.50</b>
Sanchez Gomez, Reyna	2022-03-04	0.75	160.00	120.00
Sanchez Gomez, Reyna	2022-03-07	1.50	160.00	240.00
Sanchez Gomez, Reyna	2022-03-11	2.50	160.00	400.00
Sanchez Gomez, Reyna	2022-03-14	2.50	160.00	400.00
Sanchez Gomez, Reyna	2022-03-15	1.00	160.00	160.00
		<b>8.25</b>		<b>1,320.00</b>
Tammar, Rebecca Christine (Becky)	2022-03-08	0.50	160.00	80.00
		<b>0.50</b>		<b>80.00</b>
Zukowski, Jonathan Thomas (Jonny)	2022-03-01	1.00	200.00	200.00
Zukowski, Jonathan Thomas (Jonny)	2022-03-07	0.50	200.00	100.00
Zukowski, Jonathan Thomas (Jonny)	2022-03-08	0.75	200.00	150.00
Zukowski, Jonathan Thomas (Jonny)	2022-03-09	0.25	200.00	50.00
		<b>2.50</b>		<b>500.00</b>
<b>Professional Services Subtotal</b>		<b>85.25</b>		<b>15,888.00</b>

INVOICE

Invoice Number

1913866

Project Number

184031368

Low Task 202.002 Subtotal

15,888.00

Low Task 202.004

Project Management, Meetings, and Communication

Professional Services

Category/Employee

Date

Hours

Rate

Current Amount

Glaeser, Autumn Lee

2022-02-25

1.50

237.00

355.50

Glaeser, Autumn Lee

2022-03-01

1.00

237.00

237.00

Glaeser, Autumn Lee

2022-03-16

2.00

237.00

474.00

4.50

1,066.50

Professional Services Subtotal

4.50

1,066.50

Low Task 202.004 Subtotal

1,066.50

Top Task 202 Total

16,954.50

Total Fees & Disbursements

\$16,954.50

INVOICE TOTAL (USD)

\$16,954.50

# INVOICE

**FROM:**

Guy W. Savage  
PO Box 894  
Los Olivos, Ca 93441

**BILL TO:**

Via electronic delivery  
President Lisa Palmer  
Los Olivos Community Services District  
PO Box 345  
Los Olivos, Ca 93441

**Invoice # 22430**  
**Invoice Date: 4/30/2022**

Dear President,

Please see the below for professional services provided.

Date	Description	Units	Rate	Amount
4/30/2022	General Manager Services - LOCSD (4/1/22-4/30/22) See Attached for Details	30	\$ 135.00	\$ 4,050.00
4/18/2022	Zoom license	1	\$ 149.90	\$ 149.90
<b>Total</b>				<b>\$ 4,199.90</b>

Thank you for your continued support.



Email: [GM.LOCSD@gmail.com](mailto:GM.LOCSD@gmail.com)

Date	Description	Hours	Rate	Amount
4/1/2022	Pike transition meeting	1	\$ 135.00	\$ 135.00
	Ross transition/expectations meeting	1	\$ 135.00	\$ 135.00
4/4/2022	Palmer, Pike meeting	1.5	\$ 135.00	\$ 202.50
	GSI - Effluent Study meeting	1	\$ 135.00	\$ 135.00
	Palmer, Fayram transition/expectations meeting	1	\$ 135.00	\$ 135.00
4/5/2022	Association of Realtors meeting, Solvang	1	\$ 135.00	\$ 135.00
	Pike transition meeting	1	\$ 135.00	\$ 135.00
4/6/2022	Finance Committee agenda preparation	0.5	\$ 135.00	\$ 67.50
	Contracts review	2	\$ 135.00	\$ 270.00
4/7/2022	Finance Committee agenda preparation	0.5	\$ 135.00	\$ 67.50
	Website update and learn new tool	0.5	\$ 135.00	\$ 67.50
4/8/2022	Regular Meeting agenda preparation	2	\$ 135.00	\$ 270.00
	3/9 Regular Meeting review	1	\$ 135.00	\$ 135.00
4/11/2022	Finance Committee	1.5	\$ 135.00	\$ 202.50
4/12/2022	Regular Meeting agenda preparation	0.5	\$ 135.00	\$ 67.50
	Regular meeting agenda review	0.5	\$ 135.00	\$ 67.50
	Regular Meeting agenda preparation, meeting preparation, community email responses	1.5	\$ 135.00	\$ 202.50
4/13/2022	Regular Meeting	4	\$ 135.00	\$ 540.00
4/14/2022	Regular Meeting minutes	0.75	\$ 135.00	\$ 101.25
4/15/2022	Advanced on-site solution review	0.5	\$ 135.00	\$ 67.50
4/18/2022	Palmer, Pike meeting	1	\$ 135.00	\$ 135.00
	CSDA - Charlotte Hollifield	1	\$ 135.00	\$ 135.00
	Mattie's Tavern disposal plan	0.5	\$ 135.00	\$ 67.50
	Cayucos Rick Koon discussion	1	\$ 135.00	\$ 135.00
	Carl Johnson - St. Mark's AV capabilities	0.25	\$ 135.00	\$ 33.75
4/19/2022	Pike meeting	1	\$ 135.00	\$ 135.00
	NV5 and GSI contract preparation	1	\$ 135.00	\$ 135.00
	Invoices	0.5	\$ 135.00	\$ 67.50
4/20/2022	Arme meeting	0.5	\$ 135.00	\$ 67.50
	NV5 and GSI contract preparation, RCAC (5/17 meeting)	0.5	\$ 135.00	\$ 67.50
4/21/2022	NV 5 contract, meeting scheduling, website updates	1.5	\$ 135.00	\$ 202.50
	Invoices, MNS discussion	0.5	\$ 135.00	\$ 67.50
4/22/2022	Invoices	0.5	\$ 135.00	\$ 67.50
4/25/2022	County EHS, Pike meeting	1	\$ 135.00	\$ 135.00
	Stantec, Pike, Fayram meeting	0.5	\$ 135.00	\$ 67.50
	CSDA regional meeting	3	\$ 135.00	\$ 405.00
4/26/2022	Annual planning calendar	0.75	\$ 135.00	\$ 101.25
	Communications planning	0.25	\$ 135.00	\$ 33.75
	Administrative functions - emails, meetings scheduling, etc.	0.25	\$ 135.00	\$ 33.75
	Confluence contract	0.5	\$ 135.00	\$ 67.50
4/27/2022	AV research	0.5	\$ 135.00	\$ 67.50
4/28/2022	AV research	0.5	\$ 135.00	\$ 67.50
	Monitoring well application	0.5	\$ 135.00	\$ 67.50
	GSI Contract, Confluence Contract	0.75	\$ 135.00	\$ 101.25
	CSDA Special Districts budgeting	0.5	\$ 135.00	\$ 67.50
4/29/2022	Paeter - ID1 meeting	1	\$ 135.00	\$ 135.00
	AV solutions - St. Mark's Carl Johnson, Father Day	2	\$ 135.00	\$ 270.00
	Meeting planning, contract follow-up (SDRMA insurance)	0.5	\$ 135.00	\$ 67.50
	<b>Total</b>	<b>43.5</b>	<b>\$ 135.00</b>	<b>\$ 5,872.50</b>



# Invoice



Zoom Video Communications Inc.  
55 Almaden Blvd, 6th Floor  
San Jose, CA 95113

Invoice Date: Apr 18, 2022  
Invoice #: INV143860686  
Payment Terms: Due Upon Receipt  
Due Date: Apr 18, 2022  
Account Number: 5034586594  
Currency: USD  
Account Information: Guy Savage

Federal Employer ID Number: 61-1648780

Purchase Order Number:

Sold To Address: PO Box 894, 2833 Grand Avenue  
Los Olivos, California 93441  
United States

Tax Exempt Certificate ID:

[Zoom W-9](#)

gm.locsd@gmail.com

Bill To Address: PO Box 894, 2833 Grand Avenue  
Los Olivos, California 93441  
United States

gm.locsd@gmail.com

## Charge Details

CHARGE DESCRIPTION	SUBSCRIPTION PERIOD	SUBTOTAL	TAXES, FEES & SURCHARGES	TOTAL
<b>Charge Name: Standard Pro Annual</b>				
Quantity: 1 Unit Price: \$149.90	Apr 18, 2022-Apr 17, 2023	\$149.90	\$0.00	\$149.90
		Subtotal		\$149.90
		Total (Including Taxes, Fees & Surcharges)		\$149.90
		Invoice Balance		\$0.00

## Taxes, Fees & Surcharge Details

CHARGE NAME	TAX, FEE OR SURCHARGE NAME	JURISDICTION	CHARGE AMOUNT	TAX, FEE OR SURCHARGE AMOUNT
			Total (Including Taxes, Fees & Surcharges)	\$0.00

## Transactions

Invoice Total				<b>\$149.90</b>
TRANSACTION DATE	TRANSACTION NUMBER	TRANSACTION TYPE	DESCRIPTION	APPLIED AMOUNT
Apr 18, 2022	P-163042975	Payment		(\$149.90)
Invoice Balance				<b>\$0.00</b>

Need help understanding your invoice?

[CLICK HERE](#)

*This plan includes products with monthly and/or yearly subscription periods. The subscription period for each plan, and the total charge, \$149.90 (plus applicable taxes and regulatory fees), per subscription period for that product are set out above in the Charge Details section. Unless you cancel, your subscription(s) will auto-renew each subscription period and each subscription period thereafter, at the price(s) listed above (plus any taxes and regulatory fees applicable at the time of renewal) and your payment method on file at [zoom.us/billing](https://zoom.us/billing) will be charged. You can cancel auto-renewal anytime, but you must cancel by the last day of your current subscription period to avoid being charged for the next subscription period. You will not be able to cancel your "base plan" (Zoom Meetings, Zoom Phone, or Zoom Rooms) without first canceling all other subscriptions in your plan. If you cancel, you will not receive a refund for the remainder of your then-current subscription period. You can cancel by navigating to [zoom.us/billing](https://zoom.us/billing) and clicking "Cancel Subscription," clicking through the prompts, and then clicking to confirm cancellation. Should Zoom change its pricing, it will provide you with notice, and you may be charged the new price for subsequent subscription.*

Zoom Phone services provided by Zoom Voice Communications, Inc. Rates, terms and conditions for Zoom Phone services are set by Zoom Voice Communications, Inc.

**BUSINESS ITEM 8B**

**BUSINESS ITEM 8B**

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN**

**THE LOS OLIVOS COMMUNITY SERVICES DISTRICT  
AND  
GSI WATER SOLUTIONS, INC.**

This agreement is made and entered into, effective May 12, 2022 between the LOS OLIVOS COMMUNITY SERVICES DISTRICT, a California special district (“District”), and GSI Water Solutions, Inc., an Oregon Corporation, licensed to do business in California (“Consultant”).

**RECITALS**

**WHEREAS**, following District’s Request for Proposal process, the District desires to contract with Consultant for certain professional engineering services necessary for the development of an Effluent Disposal Study (“Project”).

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

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

**1. Scope of Services**

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

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

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

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

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

1. Perform an in-depth review of current wastewater disposal requirements, including the State Water Resource Control Board’s Waste Discharge Requirements (WDR) for Small Domestic (<100,000 gallons per day (gpd)) and Large Domestic (>100,000 gpd), National Pollutant Discharge Elimination System (NPDES) Permit Requirements, Recycled Water Use Regulations and existing waste disposal permits for similar wastewater facilities.
2. Attend treatment design coordination meetings (virtual) with ConfluenceES, Stantec, and representatives of Los Olivos CSD to discuss the wastewater treatment facility’s current basis of design, level of treatment alternatives and how these relate to the potential disposal alternatives.
3. Attend Regional Water Quality Control Board (virtual) meetings with ConfluenceES, Stantec, representatives of Los Olivos CSD and the Central Coast Regional Water Quality Control Board to discuss disposal alternatives, associated level of treatment required and potential permitting pathways.
4. Evaluate the following five options for potential effluent disposal:
  - i. Percolation ponds
  - ii. Percolation chambers
  - iii. Shallow aquifer injection well(s)
  - iv. Alamo Pintado Creek outfall
  - v. Disposal by sale for reclaimed water use

For each option, the following elements will be addressed: General Approach, Permitting, Effluent Quality, Hydrogeological Assessment, Costs, and Pros and Cons.

5. Construct a ranking matrix for the five alternatives and make a recommendation on which alternative is expected to best meet the needs of the Los Olivos CSD.
6. Develop a Technical Memorandum (TM) that provides summary of the evaluation approach and key considerations associated with each alternative.
7. Attend a meeting of the Board of Directors for the Los Olivos CSD to present findings and answer questions.

## **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 August 31, 2022. Consultant shall complete all work in accordance with the timelines set forth in the Proposal, unless both the District and Consultant agree, in writing, to an extension. Any such extension to the Term of Contract shall specify a date by which all work shall be completed.

## **3. Force Majeure**

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

## **4. Independent Contractor Relationship**

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

solely for such services as it may render and recommendations it may make in the performance of services.

**5. Compliance with Laws**

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

**6. Licenses, Permits, Fees and Assessments.**

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

**7. Environmental Laws.**

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

**8. Acknowledgment of Relationship**

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

**9. Payment to Consultant**

- a. District shall pay Consultant monthly in proportion to the services performed plus reimbursable expenses and charges for additional services within forty-five (45) 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: \$ 19,500

- 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 General Manager, Guy Savage.

#### **11. Ownership of Documentation**

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

#### **12. Termination of Contract**

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

#### **13. Indemnification and Hold Harmless; Insurance Requirements**

- a. Indemnity for Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify and hold harmless District and its officers, employees, agents (the "District's Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorneys'



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

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

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

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

#### **14. No Assignment**

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

#### **15. Examination of Records**

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

## **16. Notice**

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

To Consultant:

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

To District:

LOS OLIVOS COMMUNITY SERVICES DISTRICT  
Attn: 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. Nondiscrimination**

Consultant agrees that he will abide by all applicable federal, state, and local laws, rules and regulations concerning nondiscrimination and equal opportunity in contracting. Such laws include, but are not limited to, the following; Title VII of the Civil Rights Act of 1964 as amended; the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; and California Labor Code sections 1101 and 1102. Consultant shall not discriminate against any employee, subcontractor, or officer of the District because of race, age, color, ancestry, religion, sex/gender, sexual orientation or identification, mental disability, physical disability, national origin, political beliefs, organizational affiliation, or marital status in the selection for training, hiring, contracting, utilization, or other forms of compensation. Consultant shall not discriminate in providing the services under this Agreement because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation or identification, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, marital status, or other category protected under the law. If District finds that any of these provisions have been willfully violated, such violation shall constitute a material breach of Agreement upon which District may determine to cancel, terminate, or suspend this Agreement. In addition to an independent finding by District of such violation, a finding by the State of California or by the United States of a violation shall constitute a finding by District of such violation.

**24. 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.

**25. 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.

**26. 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.

**27. Corporate Authority.**

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

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

**DISTRICT:**  
LOS OLIVOS COMMUNITY SERVICES DISTRICT

By: \_\_\_\_\_  
Lisa Palmer, President  
Los Olivos Community Services District

ATTEST:

\_\_\_\_\_  
Guy Savage, General Manager

**CONSULTANT:**  
GSI Water Solutions, Inc.,  
a ~~California~~ Corporation  
*Oregon*

By: *Timothy Thompson*  
Name: TIMOTHY THOMPSON  
Its: PRINCIPAL

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”

### SCOPE OF WORK

The GSI Water Solutions, Inc. (GSI) scope of work for preparing an Effluent Disposal Study and related Technical includes the following tasks:

1. Attend virtual project coordination meetings on an as-needed basis.
2. Perform an in-depth review of current wastewater disposal requirements, including the State Water Resource Control Board's Waste Discharge Requirements (WDR) for Small Domestic (<100,000 gallons per day (gpd)) and Large Domestic (>100,000 gpd), National Pollutant Discharge Elimination System (NPDES) Permit Requirements, Recycled Water Use Regulations and existing waste disposal permits for similar wastewater facilities.
3. Attend treatment design coordination meetings (virtual) with GSI, Stantec, and representatives of Los Olivos CSD to discuss the wastewater treatment facility's current basis of design, level of treatment alternatives and how these relate to the potential disposal alternatives.
4. Attend Regional Water Quality Control Board meetings (virtual) with GSI, Stantec, representatives of Los Olivos CSD and the Central Coast Regional Water Quality Control Board to discuss disposal alternatives, associated level of treatment required and potential permitting pathways.
5. Evaluate the following five options for potential effluent disposal:
  - i. Percolation ponds
  - ii. Percolation chambers
  - iii. Shallow aquifer injection well(s)
  - iv. Alamo Pintado Creek outfall
  - v. Disposal by sale for reclaimed water use

For each of the five options, the following will be addressed:

- A. General Approach – A general description of the key aspects of implementation associated with each alternative. Includes infrastructure necessary and estimated project footprint for land acquisition considerations. Percolation rates assumptions will be based on available geologic data that will need to be refined with field testing at future date.
- B. Permitting – Provide information on the type of permits that may be appropriate for each alternative, and assess the cost, complexity and viability of acceptance associated with each alternative.

- C. Effluent Quality – Anticipated water quality of treated effluent needed for regulatory compliance for each alternative.
  - D. Hydrogeological Assessment – Overall impressions of each alternative from a hydrogeological standpoint. It is assumed that GSI will take the lead on the hydrogeological assessment for each of the disposal options.
  - E. Costs – Provide planning level estimate of capital costs, including operations and maintenance. This will also include cost estimates and brief description of engineering / environmental studies that may be necessary before project implementation. Note: The GSI scope does not include developing cost estimates for the different treatment alternatives and waste stream disposal costs associated with each disposal alternative.
  - F. Pros and Cons – Identify the benefits and risks associated with each disposal alternative.
6. Construct a ranking matrix for the five alternatives and make a recommendation on which alternative is expected to best meet the needs of the Los Olivos CSD.
  7. Prepare a Technical Memorandum (TM) that provides summary of the evaluation approach, key considerations associated with each alternative, and which evaluates and summarizes the components outlined above. For each alternative, the TM will identify potential fatal flaws or other technical/financial disqualifiers early in the evaluation process. Greater detail will be spared for the alternatives that do not pass initial scrutiny. A draft technical memorandum will be submitted to LOCSO for review. GSI will be available to discuss draft comments and provide a revised final draft to LOCSO.
  8. Attend a meeting of the Board of Directors for the Los Olivos CSD to present findings and answer questions.

END OF PAGE

**EXHIBIT "C"**

**COMPENSATION AND TIMING**

GSI Water Solutions proposes to provide the professional services described above for a fee of \$19,500. It is anticipated to require approximately 10 weeks to conduct the effluent disposal evaluation and prepare the initial draft Technical Memorandum.

END OF PAGE

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN**

**THE LOS OLIVOS COMMUNITY SERVICES DISTRICT  
AND  
CONFLUENCE ENGINEERING SOLUTIONS, INC.**

This agreement is made and entered into, effective May 12, 2022 between the LOS OLIVOS COMMUNITY SERVICES DISTRICT, a California special district (“District”), and Confluence Engineering Solutions, Inc., a California Corporation (“Consultant”).

**RECITALS**

**WHEREAS**, following District’s Request for Proposal process, the District desires to contract with Consultant for certain professional engineering services necessary for the development of an Effluent Disposal Study (“Project”).

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

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

**1. Scope of Services**

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

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

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

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

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

1. Perform an in-depth review of current wastewater disposal requirements, including the State Water Resource Control Board’s Waste Discharge Requirements (WDR) for Small Domestic (<100,000 gallons per day (gpd)) and Large Domestic (>100,000 gpd), National Pollutant Discharge Elimination System (NPDES) Permit Requirements, Recycled Water Use Regulations and existing waste disposal permits for similar wastewater facilities.
2. Attend treatment design coordination meetings with GSI, Stantec, and representatives of Los Olivos CSD to discuss the wastewater treatment facility’s current basis of design, level of treatment alternatives and how these relate to the potential disposal alternatives.
3. Attend Regional Water Quality Control Board meetings –with GSI, Stantec, representatives of Los Olivos CSD and the Central Coast Regional Water Quality Control Board to discuss disposal alternatives, associated level of treatment required and potential permitting pathways.
4. Evaluate the following five options for potential effluent disposal:
  - i. Percolation ponds
  - ii. Percolation chambers
  - iii. Shallow aquifer injection well(s)
  - iv. Alamo Pintado Creek outfall
  - v. Disposal by sale for reclaimed water use

For each option, the following elements will be addressed: General Approach, Permitting, Effluent Quality, Hydrogeological Assessment, Pros and Cons.

5. Construct a ranking matrix for the five alternatives and make a recommendation on which alternative is expected to best meet the needs of the Los Olivos CSD.
6. Develop a Technical Memorandum (TM) that provides summary of the evaluation approach and key considerations associated with each alternative.
7. Attend a meeting of the Board of Directors for the Los Olivos CSD to present findings and answer questions.

## **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 August 31, 2022. Consultant shall complete all work in accordance with the timelines set forth in the Proposal, unless both the District and Consultant agree, in writing, to an extension. Any such extension to the Term of Contract shall specify a date by which all work shall be completed.

## **3. Force Majeure**

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

## **4. Independent Contractor Relationship**

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

solely for such services as it may render and recommendations it may make in the performance of services.

**5. Compliance with Laws**

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

**6. Licenses, Permits, Fees and Assessments.**

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

**7. Environmental Laws.**

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

**8. Acknowledgment of Relationship**

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

**9. Payment to Consultant**

- a. District shall pay Consultant monthly in proportion to the services performed plus reimbursable expenses and charges for additional services within forty-five (45) 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: \$ 21,000

- 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 General Manager, Guy Savage.

## **11. Ownership of Documentation**

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

## **12. Termination of Contract**

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

## **13. Indemnification and Hold Harmless; Insurance Requirements**

- a. Indemnity for Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, and hold harmless District and its officers, employees, agents (the "District's Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorneys'



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

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

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

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

#### **14. No Assignment**

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

#### **15. Examination of Records**

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

## **16. Notice**

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

To Consultant:

Daniel Heimel  
Confluence Engineering Solutions, Inc.  
PO Box 7098  
Los Osos, CA 93412

To District:

LOS OLIVOS COMMUNITY SERVICES DISTRICT  
Attn: 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. Nondiscrimination**

Consultant agrees that he will abide by all applicable federal, state, and local laws, rules and regulations concerning nondiscrimination and equal opportunity in contracting. Such laws include, but are not limited to, the following; Title VII of the Civil Rights Act of 1964 as amended; the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; and California Labor Code sections 1101 and 1102. Consultant shall not discriminate against any employee, subcontractor, or officer of the District because of race, age, color, ancestry, religion, sex/gender, sexual orientation or identification, mental disability, physical disability, national origin, political beliefs, organizational affiliation, or marital status in the selection for training, hiring, contracting, utilization, or other forms of compensation. Consultant shall not discriminate in providing the services under this Agreement because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation or identification, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, marital status, or other category protected under the law. If District finds that any of these provisions have been willfully violated, such violation shall constitute a material breach of Agreement upon which District may determine to cancel, terminate, or suspend this Agreement. In addition to an independent finding by District of such violation, a finding by the State of California or by the United States of a violation shall constitute a finding by District of such violation.

**24. 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.

**25. 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.

**26. 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.

**27. Corporate Authority.**

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

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

**DISTRICT:**  
LOS OLIVOS COMMUNITY SERVICES DISTRICT

By: \_\_\_\_\_  
Lisa Palmer, President  
Los Olivos Community Services District

ATTEST:

\_\_\_\_\_  
Guy Savage, General Manager

**CONSULTANT:**  
Confluence Engineering Solutions, Inc.,  
a California Corporation

By: Daniel Heimel  
Name: Daniel Heimel  
Its: President

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”

### SCOPE OF WORK

The Confluence Engineering Solutions, Inc. (Confluence) scope of work for preparing an Effluent Disposal Study and related Technical includes the following tasks:

1. Attend project coordination meetings on an as-needed basis.
2. Perform an in-depth review of current wastewater disposal requirements, including the State Water Resource Control Board's Waste Discharge Requirements (WDR) for Small Domestic (<100,000 gallons per day (gpd)) and Large Domestic (>100,000 gpd), National Pollutant Discharge Elimination System (NPDES) Permit Requirements, Recycled Water Use Regulations and existing waste disposal permits for similar wastewater facilities.
3. Attend treatment design coordination meetings with GSI, Stantec, and representatives of Los Olivos CSD to discuss the wastewater treatment facility's current basis of design, level of treatment alternatives and how these relate to the potential disposal alternatives.
4. Attend Regional Water Quality Control Board meetings -with GSI, Stantec, representatives of Los Olivos CSD and the Central Coast Regional Water Quality Control Board to discuss disposal alternatives, associated level of treatment required and potential permitting pathways.
5. Evaluate the following five options for potential effluent disposal:
  - i. Percolation ponds
  - ii. Percolation chambers
  - iii. Shallow aquifer injection well(s)
  - iv. Alamo Pintado Creek outfall
  - v. Disposal by sale for reclaimed water use

For each of the five options, the following will be addressed:

- A. General Approach – A general description of the key aspects of implementation associated with each alternative. Includes infrastructure necessary and estimated project footprint for land acquisition considerations. Percolation rates assumptions will be based on available geologic data that will need to be refined with field testing at future date.
- B. Permitting – Provide information on the type of permits that may be appropriate for each alternative, and assess the cost, complexity and viability of acceptance associated with each alternative.

- C. Effluent Quality – Anticipated water quality of treated effluent needed for regulatory compliance for each alternative.
  - D. Hydrogeological Assessment – Overall impressions of each alternative from a hydrogeological standpoint. It is assumed that GSI will take the lead on the hydrogeological assessment for each of the disposal options.
  - E. Costs – Provide planning level estimate of capital costs, including operations and maintenance. This will also include cost estimates and brief description of engineering / environmental studies that may be necessary before project implementation. Note: The Confluence scope does not include developing cost estimates for the different treatment alternatives and waste stream disposal costs associated with each disposal alternative.
  - F. Pros and Cons – Identify the benefits and risks associated with each disposal alternative.
6. Construct a ranking matrix for the five alternatives and make a recommendation on which alternative is expected to best meet the needs of the Los Olivos CSD.
  7. Prepare a Technical Memorandum (TM) that provides summary of the evaluation approach, key considerations associated with each alternative, and which evaluates and summarizes the components outlined above. For each alternative, the TM will identify potential fatal flaws or other technical/financial disqualifiers early in the evaluation process. Greater detail will be spared for the alternatives that pass initial scrutiny. A draft technical memorandum will be submitted to LOCSD for review. Confluence will be available to discuss draft comments and provide a revised final draft to LOCSD.
  8. Attend a meeting of the Board of Directors for the Los Olivos CSD to present findings and answer questions.

END OF PAGE

**EXHIBIT "C"**

**COMPENSATION AND TIMING**

Confluence proposes to provide the professional services described above for a fee of \$21,000. It is anticipated to require approximately 10 weeks to conduct the effluent disposal evaluation and prepare the initial draft Technical Memorandum.

END OF PAGE

**BUSINESS ITEM 8C**

**BUSINESS ITEM 8C**

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE LOS OLIVOS COMMUNITY SERVICES DISTRICT  
AND  
NV5, INC.**

This agreement is made and entered into, effective May 12, 2022 between the LOS OLIVOS COMMUNITY SERVICES DISTRICT, a California special district (“District”), and NV5, Inc., a California **Corporation** (“Consultant”).

**RECITALS**

**WHEREAS**, following District’s Request for Proposal process, the District desires to contract with Consultant for certain professional assessment engineering services necessary for the development of a Financial Plan and Financial Model (“Project”).

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

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

**1. Scope of Services**

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

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

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

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

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

- A. Development of a database for all parcels in the district. Parcels will be designated into three (3) zones: commercial, small lots, and others.
- B. Development of up to ten (10) models for potential construction and project scenarios. Results will be available per zone, or in combination of zones.

## **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 December 31, 2022. Consultant shall complete all work in accordance with the timelines set forth in the Proposal, unless both the District and Consultant agree, in writing, to an extension. Any such extension to the Term of Contract shall specify a date by which all work shall be completed.

## **3. Force Majeure**

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

## **4. Independent Contractor Relationship**

- a. It is expressly understood between the parties that no employee/employer relationship is intended, the relationship of Consultant to District being that of an independent contractor. District shall not be required to make any payroll deductions or provide Workers’ Compensation Insurance coverage or health benefits to Consultant.

- b. Consultant is solely responsible for selecting the means, methods and procedures for performing its services hereunder as assigned by the District and for coordinating all portions of the work so the results will be satisfactory to District. Consultant will supply all tools and instruments required to perform its services under this Agreement.
- c. Pursuant to this Agreement, Consultant is rendering professional services only and any payments made to it are compensation solely for such services as it may render and recommendations it may make in the performance of services.

**5. Compliance with Laws**

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

**6. Licenses, Permits, Fees and Assessments.**

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

**7. Environmental Laws.**

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

**8. Acknowledgment of Relationship**

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

**9. Payment to Consultant**

- a. District shall pay Consultant within forty-five (45) days after receipt of Consultant's invoices in a form approved by District's General Manager; 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: \$ 20,000

- 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 General Manager, Guy Savage.

**11. Ownership of Documentation**

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

**12. Termination of Contract**

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



### **13. Indemnification and Hold Harmless; Insurance Requirements**

a. Indemnity for Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless District and its officers, employees, agents (the "District's Parties") from and against any and all losses, liabilities, damages, costs and expenses, including reasonable attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees of subcontractors (or any entity or individual for which Consultant shall bear legal liability) in the performance of professional services under this Agreement.

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

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

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

### **14. No Assignment**

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

**15. Examination of Records**

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

**16. Notice**

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

To Consultant:

Jeffrey Cooper  
163 Technology Drive, Suite 100  
Irvine, CA 92618

To District:

LOS OLIVOS COMMUNITY SERVICES DISTRICT  
Attn: 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. Nondiscrimination**

Consultant agrees that he will abide by all applicable federal, state, and local laws, rules and regulations concerning nondiscrimination and equal opportunity in contracting. Such laws include, but are not limited to, the following; Title VII of the Civil Rights Act of 1964 as amended; the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; and California Labor Code sections 1101 and 1102. Consultant shall not discriminate against any employee, subcontractor, or officer of the District because of race, age, color, ancestry, religion, sex/gender, sexual orientation or identification, mental disability, physical disability, national origin, political beliefs, organizational affiliation, or marital status in the selection for training, hiring, contracting, utilization, or other forms of compensation. Consultant shall not discriminate in providing the services under this Agreement because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation or identification, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, marital status, or other category protected under the law. If District finds that any of these provisions have been willfully violated, such violation shall constitute a material breach of Agreement upon which District may determine to cancel, terminate, or suspend this Agreement. In addition to an independent finding by District of such violation, a finding by the State of California or by the United States of a violation shall constitute a finding by District of such violation.

**24. 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.

**25. 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.

**26. 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.

**27. Corporate Authority.**

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

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

**DISTRICT:**  
LOS OLIVOS COMMUNITY SERVICES DISTRICT

By: \_\_\_\_\_  
Lisa Palmer, President  
Los Olivos Community Services District

ATTEST:

\_\_\_\_\_  
Guy Savage, General Manager

**CONSULTANT:**  
NV5, Inc., a California Corporation

By: \_\_\_\_\_  
Name: Jeffrey M. Cooper, PE  
Its: Vice President

By: \_\_\_\_\_  
Name: MaryJo O'Brien  
Its: Chief Administrative Officer

**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”**

**SCOPE OF WORK**

NV5’s scope of work for preparing a parcel database and related possible scenarios includes the following tasks:

1. Attend virtual or phone-based project coordination meetings on an as-needed basis.
2. Prepare a database for all parcels in the proposed District (approximately 385).
3. The database will be part of a spreadsheet (model) to determine a decision making process for the project, which will allow calculating assessments for project costs.
4. Parcels will be designated into three (3) zones: commercial, small lots, and others. The spreadsheet will allow the zones to be looked at separately or in combination.
5. The spreadsheet (model) will allow for up to ten (10) construction/project scenarios. Results will be available per zone or in combination.
6. A summary letter will be prepared summarizing the results with tables.
7. Two (2) site visits by the Assessment Engineer: one visit to view the project and conduct a kick-off meeting, and a second visit to meet with staff/board members to discuss the results of the spreadsheet.

**ASSUMPTIONS & EXCLUSIONS:**

1. Cost data and construction cost estimates are excluded.
2. Up-to-date maps, records, current assessor roll, plans, etc. that pertain to the project are to be provided by the District.

**ADDITIONAL OR FUTURE SERVICES NOT INCLUDED IN THIS PROPOSAL:**

1. Assist the District with construction cost estimates for the spreadsheet (model).
2. Prepare the Engineer’s Report for assessment district or multiple assessment districts.
3. Conduct the balloting process: mail and count the ballots at the public hearing. The text of the ballot documents will be prepared by the District’s bond attorney.

4. When the assessment district is formed, prepare and send out the cash collection letters.
5. Answer phone calls or emails from the property owners during the project process.

END OF PAGE

**EXHIBIT “C”**

**COMPENSATION**

NV5 will perform the services outlined on the previous page for a total fee, based on time and materials (T&M,) not-to-exceed twenty thousand dollars (\$20,000).

Billing to the District will be based on the rates outlined below:

Principal/Assessment Engineer (Jeffrey M. Cooper, PE)	\$250.00 per hour
Senior CAD Technician/Financial Analyst (Rafael Gutierrez)	\$135.00 per hour
Project Administration (Kendra Duncan)	\$105.00 per hour
Mileage	Per IRS Standard
Reproduction	Cost
Meals and Lodging	Cost

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