

POSTED 4-3-2019

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



**LOS OLIVOS COMMUNITY SERVICES DISTRICT**  
**Finance Committee Meeting, April 8, 2019, 10:00 a.m.**  
**201 Industrial Way, Ste A, Buellton, CA 93427**

**FINANCE COMMITTEE MEETING AGENDA**

**1. CALL TO ORDER**

**2. ROLL CALL (Some will attend via phone)**

**3. APPROVAL OF MEETING MINUTES**

Meeting of 3-8-2019

**4. DIRECTOR COMMENTS**

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

**5. PUBLIC COMMENTS**

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

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

**6. INTERIM GENERAL MANAGER REPORT**

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

**7. BUSINESS ITEMS**

**A. Review and recommend to full Board of Directors payment of invoices to the District.**

- 1. 3-11-2019 MNS Invoice (IGM December Services) - \$4,760.00

**B. County FIN Billing per the attached agreement.** They normally send out JEs each quarter. The County wants to prepare a JE to get Los Olivos CSD caught up for the first three quarters of this fiscal year They need to know contact (Douglas Pike aor Julie Kennedy) Our contact at the County is Andrea D. Johnson, Department Administrator, Office of the Auditor-Controller, P.O. Box 39, Santa Barbara, CA 93102-0039, P: 805.568.2454, [AJohnson@co.santa-barbara.ca.us](mailto:AJohnson@co.santa-barbara.ca.us)

**8. Next Meeting:**

Friday, May 3, 2019, 10:30 a.m.  
MNS Engineers, 201 Industrial Way, Ste A, Buellton, CA 93427

**9. ADJOURNMENT**

The Los Olivos Community Services District is committed to ensuring equal access to meetings. In compliance with the American Disabilities Act, if you need special assistance to participate in the meeting or need this agenda provided in a disability-related alternative format, please call 805.946.0431 or email to [losolivoscscsd@gmail.com](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

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

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.



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

ENGINEERING  
 PLANNING  
 SURVEYING  
 CONSTRUCTION MANAGEMENT

March 11, 2019

Project No: LOCSD.180392.00

Invoice No: 72237

Los Olivos Community Services District

P.O. Box 553

Los Olivos, CA 93441

Principal Jeffrey Edwards

Project Manager Douglas Pike

Project LOCSD.180392.00 General Manager Services

**Professional Services for the Period: January 1, 2019 to January 31, 2019**

Level 2 TASK01 District Management

**Professional Personnel**

	Hours	Rate	Amount
Project Management			
Project Coordinator	10.50	120.00	1,260.00
District Manager	17.50	200.00	3,500.00
Totals	28.00		4,760.00
<b>Total Labor</b>			<b>4,760.00</b>
		<b>Level 2 Subtotal</b>	<b>\$4,760.00</b>
		<b>Current Invoice Amount</b>	<b>\$4,760.00</b>

**Outstanding Invoices**

Number	Date	Balance
72056	2/5/2019	2,970.00
<b>Total</b>		<b>2,970.00</b>

# Billing Backup

Wednesday, April 3, 2019

MNS Engineers, Inc.

Invoice 72237 Dated 3/11/2019

2:33:07 PM

Project	LOCS.D.180392.00	General Manager Services
---------	------------------	--------------------------

Level 2	TASK01	District Management
---------	--------	---------------------

## Professional Personnel

			Hours	Rate	Amount
Project Management					
Project Coordinator					
Zepeda, Mary	1/8/2019		2.50	120.00	300.00
Prepare Agenda Packets for General Meeting (1/9/18) and Update Binders					
Zepeda, Mary	1/9/2019		1.00	120.00	120.00
Prepare Additional Agenda Packets for General Meeting (1/9/18); Finalize Binders					
Zepeda, Mary	1/11/2019		2.00	120.00	240.00
Ad Hoc Technical Meeting Preparation					
Zepeda, Mary	1/23/2019		1.50	120.00	180.00
Special Projects - Create Power Point Presentation based on While Board Notes					
Zepeda, Mary	1/28/2019		2.00	120.00	240.00
Special Projects - Parcel # 135-161-016 - Conduct Parcel Map Look Up and Determine Zoning and minumum lot size and any setbacks for this property					
Zepeda, Mary	1/29/2019		1.00	120.00	120.00
Special Projects - Parcel # 135-161-016 - Provide Summary of Findings and Supporting Documentation for removal of CSD Special Tax on property found to be used as a private road (paved) and does Parcel does not meet Santa Barbara County's minimum lot size requirements for residential use; and therefore, is unbuildable.					
Zepeda, Mary	1/30/2019		.50	120.00	60.00
Special Projects - Parcel # 135-161-016 - File CDS Special Tax Findings for Parcel 135-161-016 (Hard and Electronic Copy)					
District Manager					
Pike, Douglas	1/2/2019		2.00	200.00	400.00
Draft Agenda for 1-9-2018 Meeting (2 hrs)					
Pike, Douglas	1/4/2019		4.00	200.00	800.00
Finalize and post agenda (2 hrs)					
Prep for and attend Finance Committee meeting (2 hrs)					
Pike, Douglas	1/7/2019		2.00	200.00	400.00
Post Board Packet					
Pike, Douglas	1/8/2019		.50	200.00	100.00
Don Born and Mr. Mararchi Correspondence re: Assessment Exemption. (.5 hrs.)					
Followup with Ms Barcelona re: FIN VPN remote access. (.5 hrs)					
Pike, Douglas	1/9/2019		3.00	200.00	600.00
LOCS.D Regular Meeting (2 hrs)					
Meeting Preparation (2 Hrs)					

Project	LOCSD.180392.00	General Manager Services			Invoice	72237
Pike, Douglas		1/11/2019	.50	200.00	100.00	
		District E-Update draft ideas to Director Palmer				
Pike, Douglas		1/12/2019	1.00	200.00	200.00	
		Technical Ad-hoc Committee Meeting				
Pike, Douglas		1/16/2019	1.00	200.00	200.00	
		FIN System Set-up on MNS Computer, Pay Invoice				
Pike, Douglas		1/22/2019	1.50	200.00	300.00	
		Ad Hoc Tech Committee				
Pike, Douglas		1/29/2019	1.50	200.00	300.00	
		Slides/Notes for ad-hoc tech committee				
Pike, Douglas		1/31/2019	.50	200.00	100.00	
		District Update Memo				
		Totals	28.00		4,760.00	
		<b>Total Labor</b>				<b>4,760.00</b>
				<b>Level 2 Subtotal</b>		<b>\$4,760.00</b>
				<b>Project Total</b>		<b>\$4,760.00</b>
				<b>Total this Report</b>		<b>\$4,760.00</b>



BOARD OF SUPERVISORS  
AGENDA LETTER

Agenda Number:

Clerk of the Board of Supervisors  
105 E. Anapamu Street, Suite 407  
Santa Barbara, CA 93101  
(805) 568-2240

Department Name: Auditor-Controller  
Department No.: 061  
For Agenda Of: 8/14/2018  
Placement: Administrative  
Estimated Tme: N/A  
Continued Item: No  
If Yes, date from:  
Vote Required: Majority

---

**TO:** Board of Supervisors  
**FROM:** Department Director(s) Theodore A. Fallati, CPA (x2101)  
Contact Info: Ed Price, CPA (x2126) *EP*  
**SUBJECT:** Financial and Accounting Services Agreement with the Los Olivos Community Services District

---

**County Counsel Concurrence**

As to form: Yes

Other Concurrence: N/A

As to form: Select\_Concurrence

**Auditor-Controller Concurrence**

As to form: Yes

**Recommended Actions:**

That the Board of Supervisors:

- a) Approve, ratify and authorize the Chair to execute an Agreement with the Los Olivos Community Services District for the period July 1, 2018 to June 30, 2020 for the Auditor-Controller's Office to provide financial and accounting services to the Los Olivos Community Services District;
- b) Delegate authority to the Auditor-Controller to exercise annual contract renewals under the same terms and conditions but with updated costs for fiscal years beginning 2020-21; and
- c) Determine that the actions above are not a project under the California Environmental Quality Act (CEQA) pursuant to Section 15378(b)(4) of the CEQA Guidelines, because they are government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical effect on the environment.

**Summary Text:** The Auditor-Controller will provide financial and accounting services to the Los Olivos Community Services District in connection with the execution of the Los Olivos Community Services District's duties at a cost not to exceed the actual costs of providing similar services to County Departments and at rates effective during the term of the agreement.



**Background:** The Auditor-Controller's Office provides financial and accounting services to both County departments and special districts. Among these financial and accounting services are the processing of vendor payments, journal entries, deposit journal entries, budget and warrant cancellation documents. The Auditor-Controller's Office developed and implemented FIN Web which has numerous enhancements to pay bills online, scan and attach invoices for claims processing, and track approvals for transactions. FIN Web also provides powerful, customizable reporting capabilities for its users.

**Fiscal and Facilities Impacts:**

Budgeted: Yes

**Fiscal Analysis:**

The Auditor-Controller's costs for these financial and accounting services are allocated to the County departments as part of the County of Santa Barbara Cost Allocation Plan. The initial billing for Los Olivos Community Services District will be \$2,000.00 per fiscal year. The \$2,000.00 rate will apply to the two fiscal years, FY 2018-19 and FY 2019-20. Thereafter, the billing rate shall be the costs allocated as part of the County of Santa Barbara Cost Allocation Plan for use in the fiscal year that is the subject of the agreement.

**Staffing Impacts:**

None

**Special Instructions:**

Copy of signed Agreement to the Auditor-Controller's Office

**Attachments:**

Los Olivos Community Services District Agreement

**Authored by:** Ed Price, (805) 568-2126

**cc:**

**AGREEMENT TO PROVIDE FINANCIAL AND ACCOUNTING SERVICES TO  
Los Olivos Community Services District**

This agreement is made by and between the County of Santa Barbara for services of the Auditor-Controller's Office ("County") and Los Olivos Community Services District, an independent special district ("LOCSD") and is effective July 1, 2018 (Effective Date), with respect to the following:

**WHEREAS**, the County Treasurer is the Treasurer of LOCSD, and LOCSD has its funds in the County Treasury; and

**WHEREAS**, LOCSD is in need of financial and accounting services in connection with the execution of its duties; and

**WHEREAS**, the Auditor-Controller is authorized to provide financial and accounting services to LOCSD at a cost not to exceed the actual costs of providing similar services to County departments and other special districts, and at rates effective during the term of the agreement;

**NOW THEREFORE**, to accomplish these objectives, County and LOCSD enter into this service agreement ("Agreement"), as follows:

1. **Term of Agreement.** The Agreement shall cover the period of time from and including July 1, 2018 to and including June 30, 2020. This Agreement will renew each fiscal year thereafter with an annual amendment for each fiscal year's costs to update Section 3 of this agreement and as agreed to by both parties. Early termination may be made by either party upon ninety (90) days notice in writing.
2. **Scope of Services.** The County of Santa Barbara, through the Auditor-Controller's Office, shall provide enhanced financial and accounting services as requested by LOCSD, as follows:
  - Processing of eForms in FIN Web to electronically process vendor payments, journal entries, deposit journal entries, budget, and warrant cancellations;
  - Electronic document retention;
  - 1099 IRS Reporting including TIN matches;
  - Processing vendor garnishments and liens, upon provision of required legal documentation;
  - Verification of correct sales and use tax rate charged by vendors, to the best of County's ability;
  - Filing of quarterly sales tax report with Board of Equalization (BOE) and work with BOE auditors when audited;
  - Payment of vendors by warrant or Automated Clearing House (ACH);
  - Daily reconciliation with Treasury pool;
  - Maintenance of LOCSD fund structure, budget reporting and financial reporting.



3. **Services and Costs.**

a. **Financial and Accounting Services.** LOCSD shall pay the County \$2,000 per fiscal year. **The \$2,000.00 rate will apply to the two fiscal years FY 2018-19 and FY 2019-20. Thereafter, the billing rate shall be the costs allocated as part of the County of Santa Barbara Cost Allocation Plan for use in the fiscal year that is the subject of the agreement**

b. **Billing.** The method of billing for the costs of services under this Agreement shall be consistent with the normal billing processes established by the Santa Barbara County Auditor-Controller.

4. **Policies and Procedures.** LOCSD agrees that, for the services rendered under this contract, the Auditor-Controller will not be required to establish separate policies and procedures from those applicable to the County. Such policies and procedures include but are not limited to guidelines on contracts, County ordinances, and claims against the County reimbursement for County employee expenses.

5. **Communication.** The Auditor-Controller shall maintain an ongoing relationship with LOCSD by providing a designated liaison from the Auditor-Controller's organization that will have the primary responsibility for providing financial and accounting services. The Auditor-Controller will meet as needed with the LOCSD designated Director or District General Manager to assist with the provision of the financial and accounting services.


6. **Indemnification.** In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to California Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead all parties agree that pursuant to California Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by California Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this Agreement.

7. **Liability.** In no event, will County's liability to LOCSD exceed the amount paid by LOCSD to County during the one year period immediately preceding the event that gave rise to a claim. County shall not be liable to LOCSD for any incidental, consequential, indirect or punitive damages.

8. **Insurance.** Each party shall maintain its own insurance coverage, through commercial insurance, self-insurance or a combination thereof, against any claim, expense, cost, damage, or liability arising out of the performance of its responsibilities pursuant to this Agreement.
9. **Amendment.** Except as otherwise provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties.
10. **Severability.** If any provision of the Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.
11. **Venue.** The venue for any legal action filed by either party in State court to enforce any provision of this Agreement shall be Santa Barbara, California.
12. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the specific subject of this Agreement and supersedes all previous agreements, promises, representations, understanding and negotiation, whether written or oral, among the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement and it is effective as of the Effective Date.

LOS OLIVOS COMMUNITY SERVICES DISTRICT

By:   
Name: TOM FARRAN  
Title: Chair and President of the Board of Directors  
Date: 7-19-18  
Attest:  
By:   
Name: Julie Kennedy  
Title: Secretary, Board of Directors  
Date: 7-19-18

[Signatures continued on next page]

COUNTY OF SANTA BARBARA

By:

\_\_\_\_\_  
Chair, Board of Supervisors

Date: \_\_\_\_\_

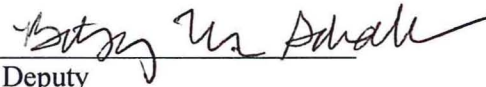
ATTEST:  
Mona Miyasato  
Clerk Of The Board

By: \_\_\_\_\_  
Deputy Clerk

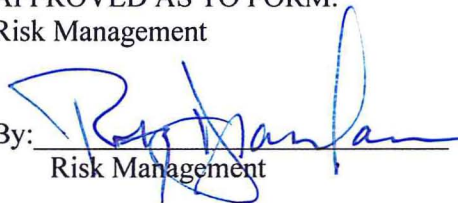
APPROVED AS TO FORM:  
Michael C. Ghizzoni  
County Counsel

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

APPROVED AS TO ACCOUNTING FORM:  
Theodore A. Fallati, CPA  
Auditor-Controller

By:   
\_\_\_\_\_  
Deputy

APPROVED AS TO FORM:  
Risk Management

By:   
\_\_\_\_\_  
Risk Management